

BROKER/AGENT AGREEMENT

THIS Broker/Agent Agreement, hereinafter referred to as "Agreement", entered into and is effective as of November 23, 2020, hereinafter referred to as "Effective Date", by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida**, hereinafter referred to as "County", whose principal address is 96135 Nassau Place, Suite 1, Yulee, Florida 32097, and **MFB FINANCIAL, INC., dba THE BAILEY GROUP**, whose principal office is located at 1200 Plantation Island Drive, Suite 210, Saint Augustine, Florida 32080, hereinafter referred to as "Broker/Agent".

WHEREAS, the County desires to obtain the assistance and service of the Broker/Agent to engage administrative invoice processing and service, enrollment and plan services concerning the County's employee benefit programs, (i.e. benefits administration), and;

WHEREAS, the Broker/Agent has superior knowledge and experience in providing such benefits administrative services via the Broker/Agent and its principal, Mark F. Bailey's history of efficiency and successful engagement of such business activities in the past and presently, through this and predecessor institutions, including assisting similar employees and public entities by servicing employee benefit

plans and;

WHEREAS, the parties desire to stipulate their respective expectations, obligations and duties concerning this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereby agree as follows:

ARTICLE I. Incorporation of Recitals

The recitals set forth above are hereby incorporated into this Agreement. The parties enter into this Agreement as a full statement of their respective responsibilities hereunder.

ARTICLE II. Duties and Responsibilities of Broker/Agent

Section 2.1 Scope of Authority.

- A.** Assist in servicing of implementation of employee benefit program as needed, and service subsequent year program renewals throughout the term of the Agreement.
- B.** Assist in planning for each annual enrollment; assist the County with enrollment meetings and activities.
- C.** Assist, as needed, with implementation of program changes when they occur.
- D.** Act as liaison between the County and insurance providers.
- E.** Respond to questions regarding the insurance programs as may be presented by the County, and maintain verbal contact with employee benefits staff at least monthly.
- F.** Be available on-site, as needed, for meetings or to address specific problems.

- G.** Meet with the County at regular intervals (e.g. at least quarterly) to review and discuss plan performance, premium/claims history, market trends, insurance trends, and provide observations.
- H.** Coordinate/schedule the County's annual health and wellness fair.
- I.** Meet with the County's Employee Wellness Committee as needed. Assist with implementing the Wellness Program as needed.
- J.** Respond to employees, as needed, to educate them on coverage questions and help them with problems.
- K.** Present and participate in Insurance Committee meetings as necessary.
- L.** Monitor and notify the County of major developments regarding Federal and State compliance, medical benefits, and in the medical insurance industry or with the County's insurer that may affect the County.
- M.** Provide timely information, literature, and consultation on Affordable Care Act (ACA) and other regulations that may affect the County.
- N.** Research and provide responses to inquiries for issues found during the monthly reconciliation of insurance premium invoices.
- O.** Provide an estimated renewal projection in advance of renewal, based on standard underwriting formula.
- P.** Coordinate with the County prior to renewal with an updated estimate of renewal changes in premium, along with possible changes in coverage, policy terms, etc.
- Q.** Present final renewal pricing and policy changes one hundred twenty (120) days before renewal.
- R.** If desired by the County, formally market and prepare bid documents for employee insurance benefit programs with the current and other insurers per §112.08, Florida Statutes.

1. Coordinate with the County to assure insurers have needed information, up-to-date specifications, plan descriptions, census data, experience information, other necessary information and response format to propose competitive insurance programs.
 2. Deliver to the County a listing of all companies contacted, detailed spreadsheets of all proposals received and any rejection letters, and assist, as needed, in helping the County reach a purchase decision.
 3. Coordinate insurance and delivery of insurance program purchased by the County and assist if any irregularities are detected.
- S. Compare and contrast the County's plan and performance with other like plans, if asked by the County.
- T. Other services as mutually agreed upon.

ARTICLE III. Representations and Warranties Broker/Agent

Section 3.1 Qualifications.

The Broker/Agent warrants that it is duly and currently licensed with the State of Florida and is qualified under such license to perform the duties set forth as listed under *Scope of Authority*. The Broker/Agent shall maintain licensure and good standing under the Insurance Code of the State of Florida.

Section 3.2 Records and Access to Records.

The Broker/Agent shall maintain complete records (i) as may be required by the County or the Florida Department of Insurance or any other governmental entity. Any and all records described above shall be accessible and available to

representatives of the County, and of the Clerk's Office.

ARTICLE IV. Compensations

Section 4.1 Payment.

In consideration of the services to be provided by the Broker/Agent under this Agreement, the County agrees to pay the Broker/Agent the following professional fees during the contract period to be paid on a monthly basis (in arrears):

1/1/2021-12/31/2021 \$72,000
1/1/2022-12/31/2022 \$72,000
1/1/2023-12/31/2023 \$72,000

The Broker/Agent will not receive commissions from the carrier related to services provided for this account, but may receive contingent bonuses from carriers with whom this account may have a relationship. The Broker/Agent fees may be increased by mutual written agreement of the parties if the total number of employees, including full-time and part-time increases by more than twenty percent (20%) from the total as of the inception date.

ARTICLE V. Term

The term of this Agreement will commence on January 1, 2021 and will continue through December 31, 2024. Thereafter, the term of this Agreement may be extended upon written mutual agreement of the parties for an additional three (3) year period. Should the parties agree to extend the term of

this agreement for the additional three (3) year period, they shall do so in writing sixty (60) days before the term expiration date.

ARTICLE VI: Termination & Revision

This Agreement may be terminated by either party only as follows:

6.1 Termination without Cause

- a. Termination will be effective upon thirty (30) days advance written notice to the other party stating that such other party is in breach of any of the provisions of this Agreement, provided such breach (if able to be resolved) is not resolved within fifteen (15) days after the notice is received;
- b. Termination effective upon sixty (60) days advance written notice to the other party given with or without reason; provided such notice is given after the Initial Term; or
- c. Revision will be effective immediately upon mutual written agreement of the parties.

6.2 Termination with Cause

- a. Termination with cause, notwithstanding the provisions above, the County may terminate this Agreement upon the happenings of any of the following causes:

- i. Suspension or termination of the Broker/Agent's insurance license in the State of Florida;
- ii. The Broker/Agent's conviction of any fraudulent act;
- iii. The Broker/Agent's material failure to properly perform its duties and responsibilities hereunder because of the Broker/Agent's gross neglect, proven dishonesty or commission of a felony.

The County may, at its sole discretion, terminate this Agreement without notice as of the date of any one or more of the above circumstances. In addition, County may terminate this Agreement immediately if the Broker/Agent merges with, or is acquired by a competitor, or if a competitor of the Broker/Agent acquires substantially all of the assets of the Broker/Agent or in the event any officer, directors or employees is placed on the convicted vendor list pursuant to §287.133, Florida Statutes. Termination for any cause enumerated in this sub-paragraph shall become effective upon the delivery of written notice of termination to the Broker/Agent.

ARTICLE VII: Insurance

The Broker/Agent shall maintain, at a minimum, and keep in effect, at its sole expense, general liability insurance with minimum liability limits of one million dollars (\$1,000,000.00) per occurrence, errors and omissions liability (professional liability with minimum coverage limits of one million dollars (\$1,000,000.00) per occurrence. General Liability insurance certificates shall cite the Board of County Commissioners as an additional insured.

ARTICLE VIII: Indemnification

The Broker/Agent shall defend, indemnify and hold harmless the County, its officer, agents and employees from any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney's fees, court costs, expenses caused or alleged to be caused by intentional or negligent acts of, or omission of the Broker/Agent, its agents or employees or officers or accruing from the subject matter of an approved contract. The Broker/Agent shall defend any lawsuit or proceeding brought against the County by reason of such claim or action arising out of the approved contract.

ARTICLE IX: Independent Contractor

This Agreement is not intended to create, nor is it to be construed as creating, any relationship between the Broker/Agent and the County other than that of independent

parties contracting with each other solely for the purpose of effectuating the provisions of this Agreement. Neither the Broker/Agent or the County, nor any of their respective officers, directors, or employees, shall act as nor be construed to be the agents, employee or representative of the other. Furthermore, the Broker/Agent shall not represent to other that it has the authority to bind the County unless specifically authorized in writing to do so.

ARTICLE X: Confidentiality and Proprietary Information

The Broker/Agent shall comply with the Health Insurance Portability and Accountability Act (HIPAA) (42 U.S.C. Section 1320D et seq.) as well as all regulations promulgated thereunder (45 C.F.R. Parts 160,162,164).

ARTICLE XI: Nondiscrimination

The Broker/Agent shall not differentiate or discriminate in the provision of services or against any of its employees or any applicant for employment because of age, race, religion, color, disability, national origin, marital status or sex.

ARTICLE XII: Standard County Terms

Section 12.1 Assignment

This Agreement may not be assigned or subcontracted by the Broker/Agent without the prior written consent of

the County, which consent shall not be unreasonably withheld.

Section 12.2 Funding

In the event sufficient budgeted funds are not available for a new fiscal period, the County must promptly notify the Broker/Agent of such occurrence and this Agreement shall terminate on the last day of the current fiscal period without penalty or expense to the County.

Section 12.3 Third Party Beneficiaries

Nothing in this Agreement is intended to be construed or to be deemed to create any right or remedy to the benefit of a third party.

Section 12.4 Public Records

Public Records Requirement: The County is a public agency subject to Chapter 119, Florida Statutes. IF THE BROKER/AGENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BROKER/AGENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6010, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, YULEE, FLORIDA 32097. Under this Agreement, to the extent that the Broker/Agent is providing services to the County, and

pursuant to §119.0701, Florida Statutes, the Broker/Agent shall:

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Broker/Agent does not transfer the records to the public agency.
- d. Upon completion of the Agreement, transfer, at no cost, to the public agency all public records in possession of the Broker/Agent or keep and maintain public records required by the public agency to perform the service. If the

Broker/Agent transfers all public records to the public agency upon completion of the Agreement, the Broker/Agent shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Broker/Agent keeps and maintains public records upon completion of the Agreement, the Broker/Agent shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

ARTICLE XIII: Miscellaneous

Section 13.1 Notice

Any notice required hereunder shall be in writing, signed by a duly authorized officer, and shall be delivered personally (by courier or otherwise), sent by certified mail, registered, or express mail, postage prepaid and return receipt requested, or transmitted by telecopier with a copy of such notice or other communication and a confirmation of

transmission sent by certified, registered or express mail, postage prepaid and return receipt requested, and shall be addressed as follows:

When the Broker/Agent is to be notified:

Mark F. Bailey, President
MFB Financial, Inc., dba The Bailey Group
1200 Plantation Island Drive, Suite 210
St. Augustine, Florida 32080
Email: mbailey@mbaileygroup.com

When the County is to be notified:

Taco E. Pope, County Manager
96135 Nassau Place, Suite 1
Yulee, Florida 32097
Email: TPope@nassaucountyfl.com

With a copy to:

Michael S. Mullin, County Attorney
96135 Nassau Place, Suite 6
Yulee, Florida 32097
Email: MMullin@nassaucountyfl.com

A party may, by notice given in accordance with this Section 13.1 to the other party, designate another address or person to which notice is required to be given pursuant to this Agreement shall thereafter be transmitted. Each notice transmitted shall be deemed to have been given, received and become effective for all purposes at the earlier of the time it shall have been actually received or (i) delivered to the addressee as indicated by the return receipt or the

affidavit of the messenger, or transmitted to the addressee or (ii) presented for delivery to the addressee as so indicated during normal business hours, if such delivery shall have been refused for any reason.

Section 13.2 Entire Agreement: Amendment; Modification

This Agreement and attachments embody the entire Agreement among the parties hereto with respect to the subject matter hereof and supersede any and all prior or contemporaneous, oral or written, understandings, negotiations, or communications on behalf of such parties. This Agreement may not be amended or modified except by a written instrument executed by the Parties hereto. All amendments and modifications shall be in the form of a supplemental agreement.

Section 13.3 Waiver

No waiver of any provision of this Agreement shall be binding upon any Party unless such waiver is expressly set forth in a written instrument executed by such Party. Such waiver shall be effective only to the extent specifically set forth in such written instrument. Neither the exercise nor the delay or failure to exercise any right, power or remedy shall operate as a waiver of or impair, limit or

restrict the exercise by any party of any such right, power or remedy at any time and from time to time thereafter. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach thereof.

Section 13.4 Governing Law

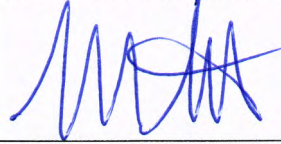
This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and venue for any legal action or proceeding arising out of or construing this Agreement shall lie in the state courts for Nassau County, Florida. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and permitted assigns.

Section 13.5 Terms of Contract

Both parties agree and acknowledge that they have had reasonable time to review and comment on the terms of the contract. Both parties agree and acknowledge that they approve the terms of the contract.

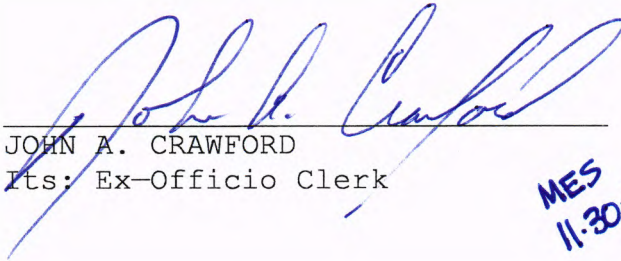
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as the date first above written.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



THOMAS R. FORD
Its: Chairman

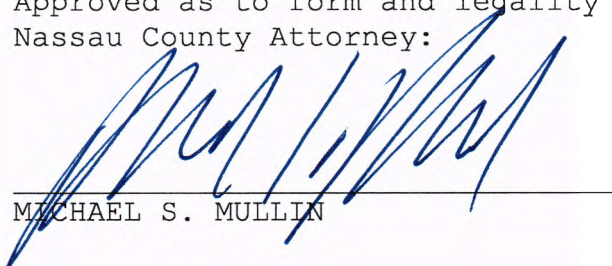
ATTEST TO CHAIR'S SIGNATURE



JOHN A. CRAWFORD
Its: Ex-Officio Clerk

MES
11:30:20

Approved as to form and legality by the
Nassau County Attorney:



MICHAEL S. MULLIN

[SIGNATURES CONTINUE ON THE NEXT PAGE]

MFB Financial, Inc.,
dba The Bailey Group

Mark F Bailey
By: MARK F BAILEY
Its: President

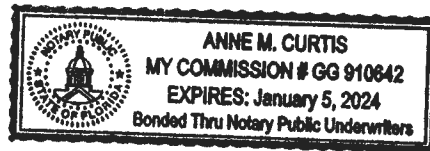
STATE OF Florida
COUNTY OF ST. Johns

Before me personally appeared, MARK F. BAILEY, who is personally known or produced _____ as identification, known to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he/she executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 7th day of December, 2020.

Anne M. Curtis
Notary Signature

Notary-Public-State of Florida at large
My Commission expires:



CONTRACT APPROVAL FORM

(Contract Management Use only)

CONTRACT TRACKING NO.

CM2943

CONTRACTOR INFORMATION

Name: MFB Financial, Inc., dba The Bailey Group

Address: 1200 Plantation Island Drive, Suite 210 St. Augustine FL 32080
City State Zip

Contractor's Administrator Name: Mark F. Bailey Title: President

Tel#: _____ Fax: _____ Email: mbailey@mbaileygroup.com

CONTRACT INFORMATION

Contract Name: Broker/Agent Agreement Contract Value: \$72,000.00/year

Brief Description: Agreement for services related to benefits administration

Contract Dates : From: 01/01/2021 to: 12/31/2024 Status: New Renew Amend# WA/Task Order

How Procured: Sole Source Single Source ITB RFP RFQ Coop. Other Sect 5.8 Other Professional Services

If Processing an Amendment:

Contract #: _____ Increase Amount of Existing Contract: _____

New Contract Dates: _____ to _____ TOTAL OR AMENDMENT AMOUNT: _____

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

1.	<u>Amley Metz</u> Department Head Signature	<u>11/5/2020</u> Date	<u>Human Resources</u> Submitting Department
2.	<u>[Signature]</u> Procurement <u>AS TO PURCH. POLICY</u>	<u>11/6/2020</u> Date	<u>01122513-534000</u> Funding Source/Acct #
3.	<u>[Signature]</u> Office of Management & Budget	<u>11/10/20</u> Date	
4.	<u>[Signature]</u> County Attorney/Contract Management	<u>11/12/20</u> Date	

Comments: _____

COUNTY MANAGER – FINAL SIGNATURE APPROVAL

Taco Pope 11/13/20
Date

RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

- Original: Clerk's Services; Contractor (original or certified copy)
- Copy: Department Procurement
 Office of Management & Budget
 County Attorney/Contract Management
 Clerk Finance

As to verify the appropriate staff have reviewed & approved this contract