

****Note – Contract Originated From The County Attorney’s Office – No RLS Form Completed**

BOCC CONTRACT APPROVAL FORM

(Request for Contract Preparation)

**CONTRACT
TRACKING NO.**

CM3066-A1

GENERAL INFORMATION

Requesting Department: Human Resources

Contact Person: Ashley Metz

Telephone: 904-530-6075 Fax: 904-321-5797 Email: ametz@nassaucountyfl.com

CONTRACTOR INFORMATION

Name: Gallagher

Address: 2850 Golf Road Rolling Meadows IL 60008
City State Zip

Contractor’s Administrator Name: Elisa Simpson Title: Client Service Executive

Telephone: 904-548-2304 Fax: _____ Email: elisa_simpson@ajg.com

IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF CONTRACTOR (NAME AND EMAIL ADDRESS)

Authorized Signatory Name: Alex Burton, Area President

Authorized Signatory Email: alex_burton@aajg.com

CONTRACT INFORMATION

Contract Name: Broker/Risk Management Services Agreement

Description: Property and Casualty Insurance Broker and Risk Management Services

GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.

Total Amount of Contract: \$230,000.00

APPROXIMATE IF NECESSARY

Source of Funds: ☒ County ☐ State ☐ Federal ☐ Other _____ Account: 01291519-534000

Authorized Signatory: Jeff Gray, Chairman Nassau County BOCC

IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC

Contract Dates: From: 10/01/2022 to: 09/30/2024 Termination/Cancellation: _____

Status: ☐ New ☐ Renew ☒ Amend# 1 ☐ WA/Task Order ☐ Supplemental Agreement

How Procured: ☒ Exemption ☐ Sole Source ☐ Single Source ☐ ITB ☐ RFP ☐ RFQ ☐ Coop

☐ Piggyback ☐ Quotes ☒ Other Professional Services

If Processing an Amendment:

Contract #: CM3066 Increased Amount to Existing Contract: Decrease of \$20,000.00

New Contract Dates: 10/01/2022 to 09/30/2024 Total or Amended Amount: \$230,000.00

Continued on next page

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CHECKLIST

Review/Complete before sending contract for final signature

Requirement	Description	Complete By
Contract, Exhibits and Appendices	1) The contract and all documents incorporated by reference in the contract, including exhibits and appendices are attached (including E-Verify, Pricing, Scope, etc.) and properly identified; and 2) All such documents have been read and agreed to in their entirety by originating department and staff members who have obligations under this contract.	Dept LG
Name, Address, Contact Person	The full name, address, legal status (i.e., corporation, partnership, etc.) and contact person of other party are included.	Dept LG
Understanding	Written contract matches the verbal understanding of all parties. All terms and conditions conform to the final negotiations/agreement of the parties.	Dept LG
Competition/Conflicts and Existing Contracts/Compliance	This contract does not conflict with any other contracts, promises or obligations of the BOCC. The requesting department verifies the BOCC can comply with all terms and conditions.	Dept LG Cnty Atty
Other Necessary Agreements	All other necessary agreements or waivers referred to in contract have been obtained and are attached and properly identified for reference.	Cnty Atty
Indemnification	BOCC may not indemnify, hold harmless, be liable to, or reimburse any other party to the contract for claims, lawsuits, damages, attorney fees, or losses incurred by that party in connection with the contract.	Cnty Atty
Term of Contract	Start and end dates of contract are included. Any renewals are included.	Cnty Atty
Warranties/Guarantees	Warranties or guarantees give satisfactory protection.	Cnty Atty/Risk
Insurance	Risk manager has or will approve insurance clauses. Levels confirmed in requirements	Dept LG
Governing Law	The contract is governed under the laws of the State of Florida. The contract may be silent on this issue but in no event will another state’s law govern the agreement.	Cnty Atty
Confidentiality Agreements	All nondisclosure clauses include exceptions regarding disclosure as required by law. If not applicable, indicate “n/a.”	Cnty Atty
Printed/Typed Names	Names of all persons signing contracts are printed or typed below signatures.	Router

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY

- Ashley Metz*

9/13/2022

Department Head/Contract Manager

Date
- Janice Helmore*

9/14/2022

Procurement

Date
- Chris Lacambra*

9/14/2022

Office of Mgmt & Budget

Date
- Denise C. May*

9/14/2022

County Attorney

Date

COUNTY MANAGER – FINAL SIGNATURE APPROVAL

- Taco E. Popey AICP*

9/14/2022

County Manager

Date

FIRST AMENDMENT TO THE
BROKER/RISK MANAGEMENT SERVICES AGREEMENT

THIS AMENDMENT entered into on _____ 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”) and **HARDEN, a Gallagher Company**, a Florida Corporation (hereinafter referred to as “Harden”).

WHEREAS, the parties entered into the Broker/Risk Management Services Agreement (hereinafter referred to as “Agreement”) on September 1, 2021; and

WHEREAS, pursuant to Article I, Section 1.1 of the Agreement, Harden is to provide property and casualty insurance broker and risk management services to the County in accordance with Exhibit “A” of the Agreement; and

WHEREAS, the parties have deemed it necessary to amend the Agreement to incorporate a revised Exhibit “A”, a copy of which is attached hereto and incorporated herein, removing certain administrative services effective October 1, 2022; and

WHEREAS, pursuant to Article V, Section 5.1 of the Agreement, the County is to pay Harden a fee of \$125,000 per year, or \$31,250 per quarter, for thirty-six (36) months beginning October 1, 2021; and

WHEREAS, due to the removal of certain administrative services, the parties have agreed to amend Article V, Section 5.1 of the Agreement reducing the fee of \$125,000 per year, or \$31,250 per quarter, to \$115,000 per year, or \$28,750 per quarter, paid by the County to Harden beginning October 1, 2022 and continuing for the remaining duration of the Agreement; and

WHEREAS, pursuant to Article XII, Section 12.4 of the Agreement, Elisa Simpson is listed as the noticing party Harden and Michael S. Mullin, County Attorney, as the noticing party for the County; and

WHEREAS, the parties have agreed to amend Article XII, Section 12.4 of the Agreement to list Shaun Woleshin as the party to notify on behalf of Harden and Denise C. May, County Attorney, as the party to notify on behalf of the County.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. The Exhibit "A" of the Agreement shall be replaced with the Exhibit "A" attached hereto and incorporated herein.
2. Article V, Section 5.1 of the Agreement shall be amended to reduce the fee of \$125,000 per year, or \$31,250 per quarter, to \$115,000 per year, or \$28,750 per quarter, paid by the County to Harden beginning October 1, 2022 and continuing for the remaining duration of the Agreement.
3. Article XII, Section 12.4 of the Agreement shall be amended to list Shaun Woleshin as the party to notify on behalf of Harden and list Denise C. May, County Attorney, as the party to notify on behalf of the County.
4. All other provisions of said Agreement not in conflict with this Amendment shall remain in full force and effect.

CM3066-A1

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

JEFF GRAY
Its: Chairman

ATTEST TO CHAIR'S SIGNATURE

JOHN A. CRAWFORD
Its: Ex—Officio Clerk

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

Denise C. May

DENISE C. MAY

HARDEN, a Gallagher Company

Alex Burton

ALEX BURTON
Its: Area President

Date: 9/15/2022

Exhibit A - Professional Services Contract

Property & Casualty Insurance Broker Services

Account Management

- a. Schedule and Conduct an Annual Planning Meeting > 120 days in Advance of Oct 1st
- b. Document and Gain Consensus on Strategic Review
- c. Create Annual Support Plan
- d. Provide consultation and recommendations on exposures, adequacy of coverage, and risk transfer options including those that might not be currently utilized by the BOCC
- e. Provide Daily Account Management Liaison with service providers
 - Process Certificates of Insurance and Evidences of Property
- f. Create and Provide Access to Program Administration Manual
 - Provide access to Gallagher client portal and hard copy policies, as needed
- g. Maintain Nassau County risk profile data
 - Verify accuracy of policies and endorsements received by carriers
 - Update and maintain Insurance Program with insurance carriers
 - Provide documentation and assist with preparation of annual allocation of all insurance premiums, by asset, by Department
- h. Automobile Fleet/Property/Equipment and other Asset Changes
 - Review paperwork submitted by Human Resources Dept. to ensure appropriate information received to process endorsements and changes with carriers
 - Update County Asset schedules with pertinent information
 - Process asset changes with insurance carriers
 - Provide documentation to Human Resources to assist with preparation of Quarterly allocations of endorsements by department accounting code
- i. Review contracts to determine adequacy of indemnification, hold harmless, and insurance clauses (through 6/30/2023)
 - Review contract, PO's and WA's for compliance with County standards and assist departments with Minimum Insurance Requirements.
 - Review BOCC Special Events agreement for risk transfer to appropriate parties
 - Process requests for BOCC issuance of Certificates of Insurance



- Engage with contractor/vendor insurance brokers as needed, as needed
- j. Report & Monitor Property & Liability Claims (through 6/30/2023)
 - Review all claim information received from Departments; request addl. information as needed
 - Process all 3rd party claims and 1st party claims (that exceed deductible) with insurance carriers
 - Coordinate with Insurance Carrier on status of open claims, reserving practices, claim outcomes
 - Assist with claim and coverage disputes
 - Handle subrogation of 3rd party claims to recover damages from responsible parties
- k. Conduct monthly meetings with Human Resources
 - Review current and upcoming Risk Management initiatives/Risk Management
 - Discuss development of Service Map

Support Risk and Claims Management initiatives to assist in reducing the Frequency/Severity of Claims and the Financial Impacts to the County

- a. Provide updates on laws, cases, regulations and requirements regarding claims
- b. Assist in developing correspondence re: indemnification, waiver of subrogation, coverage rebuttals and contract language regarding claims
- c. Identify departments with highest loss frequency and severity to identify trends and opportunities for mitigation
- d. Provide quarterly Claim Review to Human Resources, County Manager and County Attorney with trends and analysis; conduct claim review meetings as needed
- e. Provide assistance in complying with loss control recommendations
 - Review loss control recommendations received from insurance carrier
 - Consult with County personnel to make recommendations for possible corrective actions
- f. Serve as member on County Safety Committee
 - Review quarterly claim analysis with Safety Committee Personnel
- g. Evaluate workers compensation claims and impact to the experience modification factor utilizing analytics tool such as Mod Master
- h. Assist with accident analysis and investigation
 - Review accidents during quarterly safety committee meetings (utilizing root cause investigation protocols)
 - Identify departments with highest loss frequency and severity; communicate loss prevention recommendations, if any



Develop and Issue Request for Proposal

- a. Consult with BOCC to formulate a marketing strategy focused on a cost-effective risk management strategy and program design based upon current market conditions
- b. Develop and issue Request for Proposal based upon agreed upon marketing strategy
- c. Represent BOCC in negotiations with all insurers, underwriters, and other service providers focused on delivering most cost effective solutions (terms, conditions, & price)
- d. Document risk profile data on renewal business
 - Coordinate collection of program renewal data from Human Resources/Risk Management
 - Complete applications required by carriers
- e. Coordinate with Risk Management on carrier loss control site visits at client/prospect locations
- f. Perform and in-depth comparative analysis of the quotes received from the RFP to include a comparison of value added services provided by the carriers
- h. Analyze impact to premium at various retention levels and assist in selecting optimal retentions
- i. Communicate program options to BOCC and recommend optimal program design
- j. Facilitate Program Implementation
 - Prepare binding instructions and documentation
 - Deliver confirmation of binding
 - Verify accuracy of binding documents

Client Education

- a. Monitor and report legislative and marketplace environment, changes and trends –
 - Attend carrier conference with Human Resources/Risk Management as requested
- b. Provide technical training -
 - Coordinate with Human Resources/Risk Management on resources available through Gallagher, carriers and third party vendors

Certificate Of Completion

Envelope Id: BF16CA60B780460EB928C497747834DE

Status: Completed

Subject: Please DocuSign: CM3066-A1 - Gallagher - Broker/Risk Management Services - \$230,000

Source Envelope:

Document Pages: 9

Signatures: 11

Envelope Originator:

Certificate Pages: 6

Initials: 0

Tina Keiter

AutoNav: Enabled

tkeiter@nassaucountyfl.com

Enveloped Stamping: Enabled

IP Address: 50.238.237.26

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Record Tracking

Status: Original

Holder: Tina Keiter

Location: DocuSign

9/13/2022 12:11:22 PM

tkeiter@nassaucountyfl.com

Signer Events**Signature****Timestamp**

Ashley Metz

ametz@nassaucountyfl.com

Human Resources Director

Nassau County BOCC

Security Level: Email, Account Authentication
(None)Signature Adoption: Pre-selected Style
Using IP Address: 50.238.237.26

Sent: 9/13/2022 12:16:29 PM

Viewed: 9/13/2022 12:38:14 PM

Signed: 9/13/2022 12:38:27 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Lanaee Gilmore

lgilmore@nassaucountyfl.com

Procurement Director

Nassau County BOCC

Security Level: Email, Account Authentication
(None)Signature Adoption: Pre-selected Style
Using IP Address: 50.238.237.26

Sent: 9/13/2022 12:38:31 PM

Viewed: 9/14/2022 9:12:33 AM

Signed: 9/14/2022 9:14:16 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

chris lacambra

clacambra@nassaucountyfl.com

OMB Director

Nassau County BOCC

Security Level: Email, Account Authentication
(None)Signature Adoption: Pre-selected Style
Using IP Address: 50.238.237.26

Sent: 9/14/2022 9:14:22 AM

Viewed: 9/14/2022 10:12:24 AM

Signed: 9/14/2022 10:12:30 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Denise C. May

dmay@nassaucountyfl.com

Assistant County Attorney

Nassau County BOCC

Security Level: Email, Account Authentication
(None)Signature Adoption: Pre-selected Style
Using IP Address: 50.238.237.26



Sent: 9/14/2022 10:12:32 AM

Viewed: 9/14/2022 11:19:47 AM

Signed: 9/14/2022 11:20:15 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signer Events	Signature	Timestamp
Taco E. Pope, AICP tpope@nassaucountyfl.com County Manager Nassau County BOCC Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	Sent: 9/14/2022 11:20:18 AM Viewed: 9/14/2022 3:36:05 PM Signed: 9/14/2022 3:36:24 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Alex Burton alex_burton@ajg.com Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 205.139.35.182	Sent: 9/14/2022 3:36:28 PM Viewed: 9/15/2022 9:20:55 AM Signed: 9/15/2022 9:21:55 AM
Electronic Record and Signature Disclosure: Accepted: 9/15/2022 9:20:55 AM ID: f798ba43-f082-4715-b296-9cfd9d7e82e7		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Tracy Poore tpoores@nassaucountyfl.com OMB Admin Nassau County BOCC Security Level: Email, Account Authentication (None)	<div>COPIED</div>	Sent: 9/14/2022 9:14:20 AM Viewed: 9/14/2022 10:31:57 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Clerk Admin ClerkServices@nassaucountyfl.com Security Level: Email, Account Authentication (None)	<div>COPIED</div>	Sent: 9/15/2022 9:21:58 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
RLS Distro RLSDistribution@nassaucountyfl.com Security Level: Email, Account Authentication (None)	<div>COPIED</div>	Sent: 9/15/2022 9:22:00 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Procurement Staff procurementstaff@nassaucountyfl.com Security Level: Email, Account Authentication (None)	<div>COPIED</div>	Sent: 9/15/2022 9:22:02 AM
Electronic Record and Signature Disclosure:		

Carbon Copy Events	Status	Timestamp
Accepted: 8/11/2022 4:06:53 PM ID: 70ba6b9d-4524-4116-9685-dc2e1d625e39		
Tina Keiter tkeiter@nassaucountyfl.com Employee Services Coordinator Nassau County BOCC Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div>COPIED</div>	Sent: 9/15/2022 9:22:04 AM Resent: 9/15/2022 9:22:09 AM Viewed: 9/15/2022 9:25:22 AM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/13/2022 12:16:29 PM
Certified Delivered	Security Checked	9/15/2022 9:20:55 AM
Signing Complete	Security Checked	9/15/2022 9:21:55 AM
Completed	Security Checked	9/15/2022 9:22:04 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Nassau:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: bsimmons@nassaucountyfl.com

To advise County of Nassau of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at bsimmons@nassaucountyfl.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Nassau

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to bsimmons@nassaucountyfl.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Nassau

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to bsimmons@nassaucountyfl.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Nassau as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Nassau during the course of your relationship with County of Nassau.