



# District School Board of Pasco County

20430 Gator Lane • Land O' Lakes, Florida 34638 • 813/ 794-2221

Heather Fiorentino, Superintendent

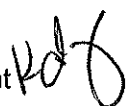
[www.pasco.k12.fl.us](http://www.pasco.k12.fl.us)

Department of Purchasing  
Kendra Goodman, CPPO, CPPB, Purchasing Agent  
813/ 794-2221 Fax: 813/ 794-2111  
727/ 774-2221 TDD: 813/ 794-2484  
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November 2, 2010

## MEMORANDUM

**TO:** Honorable School Board Members

**FROM:** Kendra Goodman, CPPO, CPPB, Purchasing Agent 

**SUBJECT:** Negotiated Contract for Employee Benefits Consulting Services  
Siver Insurance Consultants

For several years, the Employee Benefits, Assistance & Risk Management Department (EBARM) has, on an as-needed basis, used the services of Siver Insurance Consultants (Siver). This firm provides consulting on a variety of employee benefits issues. We had been operating under a three (3)-year contract, renewable annually at the mutual agreement of the parties. That contract's final term will expire on December 31, 2010.

As services from Siver have been satisfactory, Ms. Mary Tillman, Director of EBARM, has requested negotiation of a new contract with Siver. Please see her attached memo for further information. The District is permitted to negotiate for the services of this nature under Florida DOE Rule 6A-1.012(15). It is estimated that EBARM will spend less than \$20,000 with Siver during the first term of the new contract, January 1, 2011- December 31, 2011, funded by the Group Health Insurance Fund.

The new contract will have a term of three (3) years, renewable annually at the mutual agreement of the parties. As the contract terms are the same as those in the previously negotiated contract, no review was required by McClain, Alfonso, Meeker & Dunn, Board attorneys. We are requesting Board signature on the attached contract, and permission to place purchase orders as needed with Siver up to \$20,000 during the next contract term.

Please contact Mary Tillman or me if you have any questions or concerns.

KDG/az  
Attachments



## District School Board of Pasco County

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638 • 813/794-2000

Heather Fiorentino, Superintendent

[www.pasco.k12.fl.us](http://www.pasco.k12.fl.us)

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### Employee Benefits, Assistance & Risk Management

Mary Tillman, Director

813/794-2759 Fax: 813/794-2173

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352/524-2759 e-mail: [mtillman@pasco.k12.fl.us](mailto:mtillman@pasco.k12.fl.us)

DATE: October 6, 2010

TO: Kendra Goodman, Purchasing Agent

FROM: Mary Tillman, Director of EBARM *Mary H. Tillman*

RE: Siver Insurance Consultants

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On September 17, 2007, the Board approved a negotiated contract with Waters Risk Management (WRM) which was effective for the 2008 calendar year and is renewably annually at the School Board's option for two subsequent calendar years, we are currently in the last year of this agreement. Siver provides independent consulting services on a variety of employee benefits issues. I expect that this department will spend less than \$20,000 with Siver during the 2011 calendar year. The source of funds for this contract is the Group Health Insurance Fund.

The services provided by Siver have been satisfactory. Siver has submitted a new proposal for 2011 which will renew annually beginning January 1 each year thereafter, at the School Board's option, for subsequent annual periods not to exceed a total contract length of three (3) years. With the assistance of Arlene Zimney, I have reviewed this contract and I am satisfied with the terms and conditions.

Please request permission from the Board to approve this contract. If you have any questions or need any additional information, please call me. As always, I appreciate the assistance that I have received from you and your staff during this process.

**INDEPENDENT CONSULTING AGREEMENT**  
**Employee Benefits/Risk Management, Insurance/Self-Insurance,**  
**and Related Consulting**  
**as Directly Negotiated for the District School Board of Pasco County**

THIS AGREEMENT is made on the <sup>2nd</sup> ~~10th~~ day of <sup>November</sup> ~~October~~ 2010, by and between the District School Board of Pasco County ("School Board") and Siver Insurance Consultants (a Florida corporation) of St. Petersburg, Florida ("Consultant").

WHEREAS the School Board desires the Consultant to provide to it on an as-needed basis employee benefits and risk management consulting services, including but not limited to group medical and other benefits and property and casualty risks advice and insurance/self-insurance consulting services, and

WHEREAS the Consultant desires to provide such services upon the terms and conditions hereinafter set forth:

NOW, THEREFORE, be it agreed as follows:

1. Services: During the term of this Agreement, the Consultant shall provide to the School Board group medical and other benefits consulting services, risk management and property/casualty risk consulting services, and insurance and self-insurance advice, and advice on other related subject matter, availability of counsel, preparation of specifications and other insurance and self-insurance related professional services, but not including such services as actuarial services.

(a) Advice on Insurance and/or Self Insurance Programs

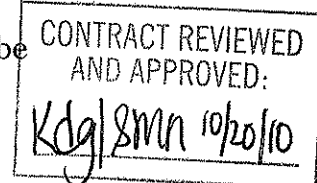
The Consultant shall advise and actively assist the School Board and its staff and committees in continued development of insurance and/or self-insurance programs for group medical and other benefits and property/casualty risks, and on other programs related to such risks.

(b) Availability of Counsel

The Consultant shall make professional personnel available for routine telephone consultations, meetings (including those of employee committees), research and advice as required by the School Board, its staff and committees from time to time.

(c) Preparation of Specifications

The Consultant shall be available to prepare formal specifications (Requests for Proposals or other competitive solicitations) for the School Board's group medical and other benefits plans, risk management and/or property/casualty programs, and (as may be



desired) other related plans and programs, to receive and review responses and proposals, and to advise and assist staff and its committees, and in development and presentation of purchase recommendations.

2. Term: This Agreement is effective January 1, 2011 and will renew annually beginning January 1 each year thereafter, at the School Board's option, for subsequent annual periods not to exceed a total contract length of three (3) years. Renewals will be by mutual agreement of both parties. The School Board may terminate this Agreement at any time by providing the Consultant 15 days written notice, and the Consultant may terminate this Agreement at any time by providing the School Board 90 days written notice.
3. Consultant's Personnel: The Consultant shall employ at its own expense, persons, agents or subcontractors to perform the services required by this Agreement. Persons, agents or subcontractors performing professional services who are not regularly employed by the Consultant shall be subject to the School Board's approval.
4. Compensation:

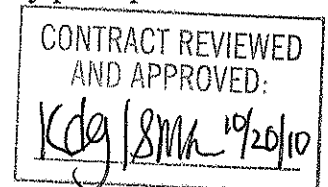
Effective January 1, 2011 and guaranteed through December 31, 2011, Siver Insurance Consultants' fees shall be:

- \$200 per hour for Senior Consultants and Consultants
- \$125 per hour for Junior Consultants
- \$ 50 per hour for Administrative/Clerical Time
- Expenses – Actual Cost

Time and expenses incurred shall be documented in the Consultant's billings, with appropriate explanations, except for work that might be performed on a flat fee basis. The School Board reserves the right to request additional clarifications regarding time and expenses incurred should the need arise.

Where requested by the School Board for specific projects, the Consultant shall provide cost estimates for such projects, and when desired by the School Board for a particular project, the Consultant shall provide a maximum cost or a flat fee for the project.

5. Submission of Statements: The Consultant shall submit to the School Board no more often than each month an invoice for services rendered and expenses incurred along with details of professional and administrative and clerical time expended and related expenses, and reasonably prompt payment will be expected.



6. Indemnification of District:

The Consultant agrees to hold harmless, indemnify and defend the District and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures, or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorney's fees and paralegal's fees, for any expense, damage, or liability incurred by any of them, whether for bodily or personal injury, death, property damage, direct or consequential damages, or economic loss including environmental impairment, arising directly or indirectly, on account of Consultant's negligent performance of this Agreement or by any person, firm or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant, or by any other person for whom the Consultant is legally liable.

7. Consultant Insurance:

The Consultant agrees to purchase and maintain the following insurance:

**Workers' Compensation and Employer's Liability Insurance.** Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Board on Compensation Insurance, without restrictive endorsements other than those required by the State of Florida. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One: "Statutory"; Part Two: "Employers Liability" - \$ 1,000,000

**Commercial General Liability Insurance.** Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in Florida without any restrictive endorsements other than those required by ISO or the State of Florida or those described below. The coverage may include restrictive endorsements which exclude coverage for liability arising out of:

- Mold, fungus, or bacteria
- Silica, asbestos or lead
- Terrorism
- Sexual Molestation
- Unsolicited e-mail, fax or phone call violations

Minimum limits (inclusive of umbrella or excess policy amounts) shall be:

\$ 2,000,000	General Aggregate
\$ 2,000,000	Products/Completed Operations Aggregate
\$ 1,000,000	Personal and Advertising Injury
\$ 1,000,000	Each Occurrence

CONTRACT REVIEWED  
AND APPROVED:  
Kdg/SML 10/20/10

**Automobile Liability Insurance.** Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the Contract. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$ 1,000,000 Each Occurrence, Bodily Injury and Property Damage

**Professional Liability Insurance.** Such insurance shall cover Consultant for those sources of liability arising out of the rendering or failure to render professional services in the performance of the services required in the Agreement. If coverage is on a claims-made basis, the coverage must respond to all claims reported within four years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$ 5,000,000 Each Claim/Annual Aggregate

The Professional Liability Insurance required may be subject to a deductible not to exceed \$25,000 per claim.

8. Venue:

Venue for any and all legal action regarding or arising out of transactions covered herein shall be solely in the appropriate court in Pasco County, Florida. The laws of the State of Florida shall govern this transaction.

EXECUTED by THE DISTRICT SCHOOL BOARD OF PASCO COUNTY this \_\_\_\_\_ day of \_\_\_\_\_, 2010

BY: \_\_\_\_\_

Allen Altman  
School Board Chairman  
7227 Land O' Lakes Boulevard  
Land O' Lakes, FL 34639

BY: \_\_\_\_\_

Allan Paul Waters CPCU, CLU, ARM, AIC  
Vice President and Senior Consultant  
Siver Insurance Consultants  
805 Executive Center Drive W., Suite 110  
St. Petersburg, FL 33702

CONTRACT REVIEWED  
AND APPROVED:  
Kdg/SMC 10/20/10