86131

AMENDMENT TO AGREEMENT
CITY OF LINCOLN
ANNUAL REQUIREMENTS RFP FOR EMPLOYEE BENEFITS CONSULTANT
(RISK MANAGEMENT) BID NO. 10-033
THIRD AND FINAL RENEWAL

This Amendment is hereby entered into on this 28 day of May, 2013 by and between **Aon Risk Services, 11213 Davenport Street, Suite 201, Omaha, NE 68154** (hereinafter "Contractor") and **City of Lincoln** (hereinafter "City"), for the purpose of amending an Agreement dated **August 24, 2010**, under **E. O. No. 83393**, (the "Agreement"), for **The Annual Requirements for RFP for Employee Benefits Consultant, Bid No. 10-033**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is **June 1, 2010 through May 31, 2011**, with the option to renew for three (3) additional **one (1) year terms** upon written mutual consent of both parties; and

WHEREAS, the Agreement was amended by the City to renew the agreement for an additional one year period from **June 1, 2011 through May 31, 2012**,

WHEREAS, the Agreement was amended by the City to renew the agreement for an additional one year period from **June 1, 2012 through May 31, 2013**,

WHEREAS, the parties wish to extend the agreement for an additional one (1) year term beginning **June 1, 2013 through May 31, 2014**; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

1) The term of the Agreement shall be from **June 1, 2013 through May 31, 2014.**
2) All other terms of the Agreement, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

Official City Use Only

Dated this 28th day

of May 2013

Chris Beutler, Mayor

Supplier, please fill In the date and following Information and mail back to our office; a faxed copy is not acceptable.

Executed this 28 day of May, 2013

Company Name: (PLEASE PRINT)	Aon Risk Services
By: (PLEASE PRINT)	Kim Lobato
By: (PLEASE SIGN)	[signature]
Title:	SVP
Company Address: (PLEASE PRINT)	11213 Davenport St. Ste. 201
Company Phone & Fax: (PLEASE PRINT)	P: 402-697-1400, F: 402-697-0017
E-Mail Address: (PLEASE PRINT)	

RECEIVED
C-13-0260
JUN 06 2013
LANCASTER COUNTY
CLERK

AMENDMENT

THIS AMENDMENT, is made and entered into by and between the County of Lancaster, Nebraska, hereinafter referred to as "Plan Sponsor," and Aon Risk Services Central, Inc., hereinafter referred to as "ARS."

WHEREAS, the parties entered into a one-year Agreement executed by the County on August 3, 2010, under County Contract No. C-10-0384, hereinafter referred to as the "Agreement", a copy thereof being incorporated by reference, for the purpose of providing employees benefit consulting services for insurance programs; and

WHEREAS, the parties entered into an Amendment at County Contract C-11-0415, extending the term of the Agreement from June 1, 2011 to May 31, 2012; and

WHEREAS, the parties entered into an Amendment at County Contract C-12-0261, extending the term of the Agreement from June 1, 2012 to May 31, 2013; and

WHEREAS, the parties wish to amend the Agreement to extend the term for an additional twelve (12) month period from June 1, 2013 to May 31, 2014.

NOW THEREFORE, in consideration of the mutual covenants contained in the original Agreement executed by the County on August 3, 2010, under County Contract Number C-10-0384 and all amendments thereto, it is agreed by and between the parties that the following amendments to the Agreement be made:

1. Amend Section 4 of the Agreement by substituting the following language:

4. TERM. The term of the Agreement shall be for 12 months, beginning June 1, 2013 and ending May 31, 2014. The Agreement may be renewed for one additional twelve (12) month period upon the written mutual consent of both parties. Notice of an adjustment to fees by ARS will be provided to Plan Sponsor at least 60 days in advance.

All other terms of the original Agreement under County Contract No. C-10-0384 and all amendments thereto not otherwise inconsistent herewith, shall remain in full force and effect.

EXECUTED this 11 day of June, 2013, by Lancaster County, Nebraska.

THE BOARD OF COUNTY
COMMISSIONERS OF LANCASTER
COUNTY, NEBRASKA

Larry Hudkins
Chair

APPROVED AS TO FORM

this 11 day of June, 2013.

Brittany Schwarz

Deputy County Attorney
for JOE KELLY
County Attorney

EXECUTED this ____ day of _____, 2013, by Aon Risk Services Central, Inc.

By: _____

Title: SVP

RECEIVED
C-12-0201
MAY 22 2012
LANCASTER COUNTY
CLERK

AMENDMENT

THIS AMENDMENT, is made and entered into by and between the County of Lancaster, Nebraska, hereinafter referred to as "Plan Sponsor," and Aon Risk Services Central, Inc., hereinafter referred to as "ARS."

WHEREAS, the parties entered into a one-year Agreement executed by the County on August 3, 2010, under County Contract No. C-10-0384, hereinafter referred to as the "Agreement", a copy thereof being incorporated by reference, for the purpose of providing employees benefit consulting services for insurance programs; and

WHEREAS, the parties entered into an Amendment at County Contract C-11-0415, extending the term of the Agreement from June 1, 2011 to May 31, 2012; and

WHEREAS, the parties wish to amend the Agreement to extend the term for an additional twelve (12) month period from June 1, 2012 to May 31, 2013.

NOW THEREFORE, in consideration of the mutual covenants contained in the original Agreement executed by the County on August 3, 2010, under County Contract Number C-10-0384, it is agreed by and between the parties that the following amendments to the Agreement be made:

1. Amend Section 4 of the Agreement by substituting the following language:

4. TERM. The term of the Agreement shall be for 12 months, beginning June 1, 2012 and ending May 31, 2013. The Agreement may be renewed for one additional twelve (12) month period upon the written mutual consent of both parties. Notice of an adjustment to fees by ARS will be provided to Plan Sponsor at least 60 days in advance.

All other terms of the original Agreement under County Contract No. C-10-0384 not otherwise inconsistent herewith, shall remain in full force and effect.

EXECUTED this 29 day of May, 2012, by Lancaster County, Nebraska.

THE BOARD OF COUNTY
COMMISSIONERS OF LANCASTER
COUNTY, NEBRASKA

Deb Schorr
Chair

APPROVED AS TO FORM

this 29 day of May, 2012.

Brittany Brown
Deputy County Attorney
for JOE KELLY
County Attorney

EXECUTED this 10th day of May, 2012, by Aon Risk Services Central, Inc.

By: _____

Title: SVP

AMENDMENT TO BID NO. 10-029
RFP FOR INSURANCE BROKERAGE SERVICES (RISK MANAGEMENT)
AGREEMENT FOR CITY SECOND RENEWAL

This Amendment is hereby entered into on this 23 day of April, 2012 by and between **Aon Risk Services Central, Inc., 11213 Davenport Street, Suite 201, Omaha, NE 68154** (hereinafter "Contractor") and **City of Lincoln** (hereinafter "City"), for the purpose of amending an Agreement dated **June 17, 2010**, under E. O. No. **83212**, (the "Agreement"), for **RFP for Insurance Brokerage Services (Rick Management), Bid No. 10-029**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is **May 1, 2010 thru April 30, 2011**, with the option to extend for three (3) additional **one (1) year periods** upon written mutual consent of both parties; and

WHEREAS, the parties wish to extend the agreement for an additional one (1) year term beginning **May 1, 2012 thru April 30, 2013**; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

1) The term of the Agreement shall be from **May 1, 2012 thru April 30, 2013.**
2) All other terms of the Agreement, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

Official City Use Only

Dated this 23rd day

of April 2012

Chris Beutler, Mayor

Supplier, please fill In the date and following Information and mail back to our office; a faxed copy is not acceptable.

Executed this _____ day of_____, 2012

Company Name: (PLEASE PRINT)	Aon Risk Services Central, Inc.
By: (PLEASE PRINT)	James L. Arts
By: (PLEASE SIGN)	
Title:	Resident Managing Director
Company Address: (PLEASE PRINT)	11213 Davenport Street, Suite 201 Omaha, NE 68154
Company Phone & Fax: (PLEASE PRINT)	402-697-1400
E-Mail Address: (PLEASE PRINT)	James.arts@aon.com

C-11-0415
RECEIVED
JUL 14 2011
LANCASTER COUNTY
CLERK

AMENDMENT

THIS AMENDMENT, is made and entered into by and between the County of Lancaster, Nebraska, hereinafter referred to as "Plan Sponsor," and Aon Risk Services Central, Inc., hereinafter referred to as "ARS."

WHEREAS, the parties entered into a one-year Agreement executed by the County on August 3, 2010, under County Contract No. C-10-0384, hereinafter referred to as the "Agreement", a copy thereof being incorporated by reference, for the purpose of providing employees benefit consulting services for insurance programs; and

WHEREAS, the parties wish to amend the Agreement to extend the term for an additional twelve (12) month period from June 1, 2011 to May 31, 2012; and

NOW THEREFORE, in consideration of the mutual covenants contained in the original Agreement executed by the County on August 3, 2010, under County Contract Number C-10-0384, it is agreed by and between the parties that the following amendments to the Agreement be made:

1. Amend Section 4 of the Agreement by substituting the following language:

4. TERM. The term of the Agreement shall be for 12 months, beginning June 1, 2011 and ending May 31, 2012. The Agreement may be renewed for two additional twelve (12) month periods upon the written mutual consent of both parties. Notice of an adjustment to fees by ARS will be provided to Plan Sponsor at least 60 days in advance.

All other terms of the original Agreement under County Contract No. C-10-0384 not otherwise inconsistent herewith, shall remain in full force and effect.

EXECUTED this 15 day of July, 2011, by Lancaster County, Nebraska.

THE BOARD OF COUNTY
COMMISSIONERS OF LANCASTER
COUNTY, NEBRASKA

Deb Schorr
Chair

APPROVED AS TO FORM

this 19 day of July, 2011.

Brittany Bohrens
Deputy County Attorney
for JOE KELLY
County Attorney

EXECUTED this 14th day of July, 2011, by Aon Risk Services Central, Inc.

By: _____

Title: SVP

84064

AMENDMENT TO SPEC. NO. 10-033
AGREEMENT FOR CITY FIRST RENEWAL

This Amendment is hereby entered into on this 5 day of May, 2011 by and between **Aon Risk Services, 11213 Davenport Street, Suite 201, Omaha, NE 68154** (hereinafter "Contractor") and **City of Lincoln** (hereinafter "City"), for the purpose of amending an Agreement dated **August 24, 2010**, under E. O. No. **83393**, (the "Agreement"), for **RFP for Employee Benefits Consultant (Risk Management), Bid No. 10-033**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is **June 1, 2010 thru May 31, 2011**, with the option to extend for three (3) additional **one (1) year periods** upon written mutual consent of both parties; and

WHEREAS, the parties wish to extend the agreement for the additional one (1) year term **(first renewal)** beginning **June 1, 2011 thru May 31, 2012**; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

1) The term of the Agreement shall be from **June 1, 2011 thru May 31, 2012.**
3) All other terms of the Agreement, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

Official City Use Only

Dated this 26th day

of May 2011

Chris Beutler, Mayor

Supplier, please fill In the date and following Information and mail back to our office; a faxed copy is not acceptable.

Executed this 5 day of May, 2011

Company Name: (PLEASE PRINT)	Aon Risk Services
By: (PLEASE PRINT)	Kim Lobato, SVP
By: (PLEASE SIGN)	
Title:	Senior Vice President
Company Address: (PLEASE PRINT)	11213 Davenport Street Suite 201 Omaha NE 68154
Company Phone & Fax: (PLEASE PRINT)	402-697-5223 402 697 0017
E-Mail Address: (PLEASE PRINT)	Kim.lobato@aon.com

City

83393

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement, hereinafter referred to as "Agreement," made and executed this 29th day of July, 2010, by and between the City of Lincoln, hereinafter referred to as "Plan Sponsor," and Aon Risk Services Central, Inc., hereinafter referred to as "ARS." ARS is engaged in the business of performing services per RFP Number 10-033. The Plan Sponsor hereby engages the services of ARS to provide employee benefit consulting services for insurance programs. For and in consideration of the mutual covenants herein contained and the monetary consideration herein recited, it is mutually agreed as follows:

1. SCOPE OF SERVICES. ARS agrees to undertake, perform, and complete in an expeditious, satisfactory, and professional manner employee benefits consulting services for employee benefits programs as outlined in Exhibit A— Scope of Services and as outlined in the Employee Benefits Consultant RFP 10-033 submitted by ARS, attached hereto and made a part hereof by reference.

2. PERFORMANCE OF SERVICES. In performance of the services in this Agreement, ARS agrees to do the following:

(a) The services to be performed by ARS shall be performed in accordance with applicable professional standards. ARS shall have neither discretionary authority nor discretionary controls respecting management of any of the Plan's funds, and shall not have independent authority nor exercise any control respecting management or disposition of the assets of such funds; and, shall not render investment advice with respect to any money or other property of such funds.

(b) ARS shall employ a sufficient staff of employees or others to provide the consulting services to be performed by ARS hereunder. ARS will not provide nor be responsible for the expense and cost of legal counsel, actuaries, consulting physicians or dentists, certified public accountants, investment counselors, investment analysts or similar kinds of services performed for the Plan Sponsor; and ARS shall not be authorized to engage such service or incur any expense or cost therefore without the prior consent of the Plan Sponsor. In the event that ARS engages such services at the request of the Plan Sponsor, the Plan Sponsor shall be responsible for such services and the cost and expense thereof.

(c) ARS shall retain all rights, title and interest (including, without limitation, all copyrights, patents, service marks, trademarks, trade secret and other intellectual property rights) in and to all technical or internal designs, methods, ideas, concepts, know-how, techniques, generic documents and templates that have been previously developed by ARS or developed during the course of the provision of the Services provided such generic documents or templates do not contain any Plan Sponsor Confidential Information or proprietary data. Rights and ownership by ARS of original technical designs, methods, ideas, concepts, know-how, and techniques shall not extend to or include all or any part of Plan Sponsor proprietary data or Plan Sponsor Confidential Information. To the extent that ARS may include in the materials any pre-existing ARS proprietary information or other protected ARS materials, ARS agrees that shall be deemed to have a fully paid up license to make copies of the ARS owned materials as part of this engagement for its internal business purposes and provided that such materials cannot be modified or distributed outside of Plan Sponsor without the written permission of ARS, except as allowed or required by law.

(d) ARS shall timely and professionally complete the services as described above, and furnish their labor and pay all their own costs, including any taxes, required to complete their services. ARS shall apply for, obtain, and maintain any and all necessary permits, certifications, licenses, variances, and approvals required by any applicable law or regulations that relate to the services. The parties shall conduct all activities related to the services in a lawful manner. ARS shall provide and perform all necessary labor in a professional and workmanlike manner and in accordance with the provisions of this Agreement.

3. SERVICE FEE. The Plan Sponsor agrees to pay ARS for the services described in Exhibit A and outlined in the Employee Benefits Consultant RFP 10-033 submitted by ARS in the amounts provided below for the first year that this Agreement is in effect. Any renewals of this Agreement shall include a 2% increase over the previous year, unless another amount is agreed upon by the parties. Payment shall be made to ARS in equal monthly installments upon submission by ARS of monthly invoices in accordance with the ARS's standard billing procedure and after services have been completed.

(a) ARS will provide all the services listed in paragraphs 7.1, 7.2, 7.3, 7.4, 7.5, 7.7, 7.8, 7.9, 7.10, 7.12, 7.13, and 7.17 of Exhibit A for a total amount of $36,000.

(b) ARS will annual financial projections on rates for insured or self-funded medical and dental plans including incurred but not reported (IBNR) claim reserve recommendations and rate structure changes as listed in paragraphs 7.6, 7.11, and 7.14 of Exhibit A for a total amount of $12,000.

(c) ARS will provide an actuarial analysis of the funding needs of the City's self insured Long Term Disability plan, and provide a reasonable number of reports of this analysis as outlined in paragraph 7.15 of Exhibit A for a total amount of $10,000.

(d) ARS will complete a GASB 45 analysis effective August 31, 2010 for the City of Lincoln as outlined in paragraph 7.16 of Exhibit A for a total amount of $20,000.

ARS shall not accept any commissions from any insurers, agents, underwriters, or other parties for the employee benefit consulting services provided to the Plan Sponsor. However, in the event that ARS must accept such a commission, the amount thereof shall be credited against the fee for the services provided by ARS.

4. TERM. The term of the Agreement shall be for 12 months, beginning June 1, 2010 and ending May 31, 2011. The Agreement may be renewed for three additional twelve (12) month periods upon the written mutual consent of both parties. Notice of an adjustment to fees by ARS will be provided to Plan Sponsor at least 60 days in advance.

5. TERMINATION. Either party shall have the right to terminate the Agreement for any reason by giving to the other party written notice of such termination of the Agreement at least ninety (90) days in advance. This Agreement may also be terminated by the Plan Sponsor immediately upon written notice to ARS in the event of any breach of obligations of this Agreement by ARS or in the event sufficient funds are not appropriated by the Plan Sponsor to continue the Agreement beyond the end of the fiscal year. Upon termination, the Plan Sponsor shall pay ARS pro-rata for any approved and documented services completed up to the date of termination, but not to exceed the maximum amount allowed by this Agreement.

6. NOTICES. Any notice or notices required or permitted to be given pursuant to this contract may be personally served or served by certified mail, postage prepaid, return receipt requested to the following address or their successors:

William C. Kostner
Risk Manager
City of Lincoln
233 South 10th St. Rm 210
Lincoln NE 68508

Kim Lobato
Senior Vice President
Aon Risk Services Central, Inc.
11213 Davenport St.
Omaha, NE 68154

7. RECORDS AND FILES; CONFIDENTIALITY. ARS shall maintain all records in conjunction with the consulting services to be performed hereunder. All services, including reports, opinions, and other information to be furnished by ARS under this Agreement shall be considered confidential and shall not be divulged, in whole or in part, to any person to the extent allowable by law, other than to duly authorized representatives of the Plan Sponsor, with prior approval of the Plan Sponsor or a court of competent jurisdiction. In the event of the termination of the Agreement, ARS shall deliver to the Plan Sponsor, upon written request, within a time period mutually agreeable, the files and documents pertaining to the services; provided, however, ARS may retain one copy of confidential information or data provided to it so that it may comply with professional documentation requirements. If additional information is requested by the Plan Sponsor after the Agreement terminates, the Plan Sponsor will pay all costs incurred by ARS in providing such information, including the cost of programming, computer charges, mailing costs, etc. ARS shall be entitled to retain copies of any such records at its own expense.

8. HIPAA BUSINESS ASSOCIATE AGREEMENT. ARS and Plan Sponsor agree to comply with the privacy obligation applicable to them under the Health Insurance Portability and Accountability Act of 1996 and the regulations pursuant thereto, as amended ("HIPAA") to protect the privacy of Personal Health Information ("PHI") as delivered, collected, processed or obtained as a result of the performance of the respective responsibilities under this Agreement and in that regard the parties have executed the Business Associate Agreement ("BAA") as an addendum to this Agreement and the "BAA" is hereby incorporated and made a part of this Agreement.

9. LIABILITIES AND OBLIGATIONS. ARS shall have no responsibility, risk, liability, or obligation for the funding of the Plan. The responsibility and obligation for the funding of the Plan shall reside solely and totally with the person or entities provided in the Plan.

(a) It is further understood and agreed that ARS shall have neither responsibility nor obligation to take action, legal or otherwise, against any employer or employees or other person to enforce the provisions of the Plan. In the event that the Plan Sponsor desires to engage the services of ARS for such purposes, such services shall be rendered only by ARS pursuant to a separate signed written agreement between the parties.

(b) It is further understood and agreed that ARS shall not be responsible or obligated for the investment of any assets or funds of the Plan.

(c) ARS will perform all services in accordance with applicable professional standards.

10. INDEPENDENT CONTRACTOR. Plan Sponsor is interested only in the results produced by this Agreement. ARS has sole and exclusive charge and control of the manner and

means of performance. ARS shall perform as an independent contractor and it is expressly understood that neither ARS nor any of its staff are employees of Plan Sponsor and, thus they are not entitled to any Plan Sponsor benefits including, but not limited to, overtime, retirement benefits, workers' compensation, sick leave, or injury leave. ARS shall use its best efforts to implement such written instruction, if any, as to policy and procedures which may be given by Plan Sponsor to ARS provided that such instructions are consistent and compatible with the description of services to be performed by ARS and do not violate or contradict any laws or regulations.

11. INSURANCE.

(a) ARS shall maintain General Liability Insurance and Errors and Omissions policies at its own expense during the life of this Agreement, covering claims for damages resulting from (a) all acts or omissions, (b) bodily injury, including wrongful death, (c) personal injury liability, and (d) property damage which may arise from operations under this Agreement whether such operations by ARS and ARS's employees, or those directly or indirectly employed by ARS. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

1. All Acts or Omissions - $1,000,000 each Occurrence; $2,000,000 Aggregate; and
2. Bodily Injury/Property Damage - $1,000,000 each Occurrence; $2,000,000 Aggregate; and
3. Personal Injury Damage - $1,000,000 each Occurrence; and
4. Contractual Liability - $1,000,000 each Occurrence; and
5. Products Liability and Completed Operations - $1,000,000 each Occurrence; and
6. Medical Expenses (any one person) - $10,000;
7. Fire Damage (any one fire) - $100,000.

(b) The following shall be provided and attached to this Agreement by ARS:

1. A Certificate of Insurance for its General Liability Insurance naming and the City of Lincoln, its officials, employees and volunteers as an additional insured.
2. Proof of Workers' Compensation Insurance, where appropriate.

(c) ARS is required to provide the Plan Sponsor with thirty (30) days notice of cancellation, non-renewal or any material reduction of insurance as required by this Agreement.

12. INDEMNIFICATION. To the fullest extent permitted by law, ARS shall indemnify, defend and hold harmless the Plan Sponsor, its officers, agents and employees from and against claims, damages, losses and expenses, including but not limited to court ordered attorney's fees, arising out of or resulting from performance of this Agreement, that results in any claim for damage whatsoever, including without limitation, any bodily injury, sickness, disease, death, civil rights claim or any injury to or destruction of tangible or intangible property, including any loss of use resulting therefrom that is caused in whole or in part by the intentional or negligent act or omission of ARS, or anyone for whose acts any of them may be liable. This section will not require ARS to indemnify or hold harmless the Plan Sponsor for any losses, claims, damages, and expenses arising out of or resulting from the negligence of the Plan Sponsor. the Plan Sponsor does not waive its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law. Such indemnification shall not apply if ARS's negligent acts or omissions are at the direction of the Plan Sponsor. This section survives any termination of this Agreement.

13. AUDIT PROVISION. ARS shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to this Agreement, as allowed by law.

14. FAIR EMPLOYMENT. ARS shall not discriminate against any employee (or applicant for employment) with respect to compensation, terms, advancement potential, conditions, or privileges of employment, because of such person's race, color, religion, sex, disability, national origin, ancestry, age, or marital status pursuant to the requirements of Lincoln Municipal Code Chapter 11.08, and *Neb. Rev. Stat.* ' 48-1122, as amended.

15. FAIR LABOR STANDARDS. ARS shall maintain Fair Labor Standards in the performance of this Agreement, as required by Chapter 73, Nebraska Revised Statutes, as amended.

16. NON-RAIDING CLAUSE. ARS shall not engage the services of any person or persons presently in the employ of the Plan Sponsor for work covered by this contract without the written consent of the the Plan Sponsor.

17. LIVING WAGE. If the compensation for services provided pursuant to this Agreement is equal to or exceeds $25,000, this Agreement is subject to the Living Wage Ordinance of the Lincoln Municipal Code Chapter 2.81. The Ordinance requires that, unless specific exemptions apply or a waiver is granted, ARS shall provide payment of a minimum living wage to employees providing services pursuant to this Agreement. Under the provisions of the Lincoln Living Wage Ordinance, the Plan Sponsor shall have the authority to terminate this Agreement and to seek other remedies for violations of the ordinance.

18. NEBRASKA LAW. This Agreement shall be governed and interpreted by the Laws of the State of Nebraska without reference to the principles of conflicts of law.

19. INTEGRATION, AMENDMENTS, ASSIGNMENT. This Agreement represents the entire agreement between the parties and all prior negotiations and representations are hereby expressly excluded from this Agreement. This Agreement may be amended only by written agreement of both parties. This Agreement may not be assigned without the prior written consent of the other party.

20. SEVERABILITY & SAVINGS CLAUSE. Each section and each subdivision of a section of this Agreement is hereby declared to be independent of every other section or subdivision of a section so far as inducement for the acceptance of this Agreement and invalidity of any section or subdivision of a section of this Agreement shall not invalidate any other section or subdivision of a section thereof.

21. E-VERIFY. In accordance with Neb. Rev. Stat. 4-108 through 4-114, ARS agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C.

1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. ARS shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A. 1324b. ARS shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to www.uscis.gov/everify.

22. CAPACITY. The undersigned person representing ARS does hereby agree and represent that he or she is legally capable to sign this Agreement and to lawfully bind ARS to this Agreement.

ACCEPTED AND AGREED:

AON RISK SERVICES CENTRAL, INC

By: _____ Date: 7/29/10

Kim L. Lobato
Senior Vice President

CITY OF LINCOLN

By: _____ Date: 8-24-10

Chris Beutler
Mayor

Exhibit A – Scope of Services
7.1 Provide counsel, advice and recommendations concerning benefits provided to City employees;
7.2 Assist in the preparation of request for proposals for services or plans recommended by the consultant, if requested;
7.3 Review and analyze copies of plan documents and master policies to ensure their compliance with the law and with the specifications of the contract;
7.4 Solicit and negotiate rates and renewal rates for benefit plans in coordination with the City/County Personnel Department. 7.4.1 Initiate regular contract renewals;
7.5 Provide the City with current information and advice on COBRA and IRS rules and regulations concerning benefits provided to employees, including changes in laws affecting employee benefits and required governmental reports;
7.6 Provide the City with evaluation and underwriting data for any changes in benefit plans;
7.7 Assist the City with open enrollment, communication material, and employee meetings as requested, usually to be conducted on a quarterly basis;
7.8 Provide the City with an annual renewal report each year outlining the performance of the benefit package with an analysis of problems, if any, and recommendations for improvement, if necessary;
7.9 Serve as a liaison with carriers when service problems occur.
7.10 Each respondent may additionally be required to show that they have satisfactorily provided products and performed similar work in the past and that no claims of any kind are pending against such work.
7.11 Provide annual financial projections on rates for insured or self-funded medical and dental plans including incurred but not reported (IBNR) claim reserve recommendations and rate structure changes;
7.12 Meet with City officials and staff as needed, but at least quarterly.
7.13 Assist with claims reviews of self-funded plans, if requested.
7.14 Provide an actuarial analysis of the funding needs for the City's self insured health and dental plans, to include recommending the rates for these plans.
7.17 Perform any such other special assignments as required.
7.18 ARS will be required to execute a separate contract with the City following the awarding of the bid. 7.18.1 Contract will require terms and conditions including but not limited to performance of services entirely at the ARS's risk, nondiscrimination in employment, and indemnification to the City from all claims, demands, and actions, arising from ARS's actions, errors, or omissions. 7.18.2 In case of any lawsuits, the laws of the State of Nebraska shall apply. 7.18.3 Proof of General Liability, Auto Liability and Professional Liability Insurance (naming the City & County as additional insureds) in the amount of

Exhibit A – Scope of Services
$1,000,000/occurrence shall be required, as well as proof of Workers Compensation insurance.