

# FORSYTH COUNTY

## BOARD OF COMMISSIONERS

MEETING DATE: April 13, 2015

AGENDA ITEM NUMBER: 5

**SUBJECT: RESOLUTION AUTHORIZING EXECUTION OF AN AMENDMENT TO THE CONTRACT BETWEEN FORSYTH COUNTY AND MARK III BROKERAGE, INC. FOR COMPREHENSIVE EMPLOYEE BENEFITS CONSULTING SERVICES FOR INSURANCE, FLEXIBLE SPENDING ACCOUNTS, SHORT-TERM DISABILITY, AND WELLNESS INITIATIVES (FINANCE DEPARTMENT)**

**COUNTY MANAGER'S RECOMMENDATION OR COMMENTS:** Recommend Approval

**SUMMARY OF INFORMATION:**

See attached

ATTACHMENTS:  YES  NO

SIGNATURE: *J. Kennedy Watts, Jr.*

COUNTY MANAGER

DATE: April 8, 2015

**RESOLUTION AUTHORIZING EXECUTION OF AN AMENDMENT  
TO THE CONTRACT BETWEEN FORSYTH COUNTY AND MARK III  
BROKERAGE, INC. FOR COMPREHENSIVE EMPLOYEE BENEFITS  
CONSULTING SERVICES FOR INSURANCE, FLEXIBLE SPENDING ACCOUNTS,  
SHORT-TERM DISABILITY, AND WELLNESS INITIATIVES  
(FINANCE DEPARTMENT)**

**WHEREAS**, the contract between Forsyth County and Mark III Brokerage, Inc. for comprehensive employee benefits consulting services for insurance, flexible spending accounts, short-term disability, and wellness initiatives as amended will increase the compensation thereunder from \$50,000 to \$65,000, and extend the term from January 1, 2015 to December 31, 2015, which contract amendment requires authorization by the Forsyth County Board of Commissioners;

**NOW, THEREFORE, BE IT RESOLVED** that the Forsyth County Board of Commissioners hereby authorizes the Chairman or County Manager and the Clerk to the Board to execute, on behalf of Forsyth County, Amendment Number Four to the contract between Forsyth County and Mark III Brokerage, Inc. for comprehensive employee benefits consulting services for insurance, flexible spending accounts, short-term disability, and wellness initiatives, which extends the service term from January 1, 2015 until December 31, 2015, and increases the annual compensation up to \$65,000, subject to a pre-audit certificate thereon by the Forsyth County Chief Financial Officer, where applicable, and approval as to form and legality by the County Attorney.

**BE IT FURTHER RESOLVED** by the Forsyth County Board of Commissioners that the County Manager is hereby authorized to execute, on behalf of Forsyth County, amendments to this agreement and additional agreements with this provider for these services, within budgeted appropriations, in the current and future fiscal years, if these services are deemed necessary, subject to a pre-audit certificate thereon by the Chief Financial Officer, if applicable, and approval as to form and legality by the County Attorney.

Adopted this 13<sup>th</sup> day of April, 2015.

NORTH CAROLINA )  
 )  
FORSYTH COUNTY )

AMENDMENT NUMBER FOUR TO  
CONTRACT #2012-0382-00

The original contract, dated January 1, 2011, which was made and entered into by and between Forsyth County and Mark III Brokerage, Inc. (the "Provider") for comprehensive employee benefits consulting services for Forsyth County's group insurance benefits, flexible spending accounts, short-term disability and wellness initiatives and other employee benefits, and amended January 1, 2013, January 1, 2014, and February 18, 2015 to extend the services, is hereby further amended and extended as follows:

Reference: Section II, of the original contract as amended is hereby further amended to state the following:

"The services of the Provider under this amendment shall begin on January 1, 2015, and unless sooner terminated by mutual consent or as hereinafter provided, shall be provided until December 31, 2015; provided that either party shall have the right to terminate this Agreement for services upon thirty (30) days notice in writing to the other party."

Reference: Section III, of the original contract as amended is hereby further amended to state the following:

"As full compensation for the Provider's services, the County agrees to pay the Provider the sum not to exceed \$65,000 for calendar year payable semi-annually. The annual fee of \$65,000 shall be inclusive of all expenses and costs, including direct labor, indirect costs and profit. In accordance with its accepted proposal, the Provider agrees to remit to Forsyth County any fees or remuneration received directly or indirectly by the Provider from any source as a result of this contract by check or as a direct reduction of the next semi-annual payment.

The Provider shall bill the County for services rendered each six months during the contract period. The County shall pay all such bills within the following ten (10) days provided all elements of this Agreement are satisfactorily met."

This Amendment is being executed to extend the services under this contract from January 1, 2015 until December 31, 2015 and to increase the compensation therein.

This Amendment is hereby effective January 1, 2015. All other terms and conditions as set forth in the original agreement as amended shall remain in full force and effect for the duration of this agreement and are incorporated herein by reference as if fully set forth herein.

Mark III Brokerage, Inc. — Provider

Forsyth County

By: \_\_\_\_\_

By: \_\_\_\_\_  
J. Dudley Watts, County Manager