

## PROPERTY AND CASUALTY INSURANCE PROGRAM CONSULTING SERVICES AGREEMENT

**THIS AGREEMENT** is made and entered into this 1st day of July 2014, by and between the IOWA CITY COMMUNITY SCHOOL DISTRICT (the District) and A W Welt Ambrisco Insurance, Inc. (AWWelt).

**WHEREAS**, the District desires to receive professional consulting services for its Property and Casualty Insurance Program (the Program), including coverage for property, liability, auto, public officials, excess liability and workers compensation and other incidental services related thereto; and

**WHEREAS**, AWWelt is engaged in the business of advising clients on their property and casualty insurance plan needs as a consultant.

**THEREFORE**, AWWelt desires to provide certain consulting services and the District desires to have AWWelt provide such consulting services in accordance with the following terms.

### I. TERM & TERMINATION

#### A. TERM

THIS AGREEMENT SHALL BE EFFECTIVE FOR AN INITIAL TERM COMMENCING JULY 1, 2014 AND SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL JUNE 30, 2015. THEREAFTER, THIS AGREEMENT SHALL BE AUTOMATICALLY RENEWED FOR SUCCESSIVE ONE (1) YEAR TERMS UNTIL TERMINATED AS PROVIDED HEREIN. MODIFICATION OF THIS AGREEMENT MAY OCCUR AT ANY TIME, WITH THE MUTUAL CONSENT OF BOTH PARTIES. THE ANNUAL FEE CHARGED FOR CONSULTING SERVICES MAY BE CHANGED BY AMENDMENT UPON WRITTEN AGREEMENT BY BOTH PARTIES AT ANY TIME DURING THIS AGREEMENT.

#### B. TERMINATION

Either party may terminate this Agreement with or without cause upon the conclusion of the initial term or the conclusion of any successive renewal term by providing thirty (30) days prior written notice and the notice shall specify the specific reasons for termination. In the event either party materially breaches this Agreement at any time, this Agreement shall terminate upon the failure of the breaching party to remedy the breach within thirty (30) days of receipt of written notice of the breach.

## II. AGREEMENT

### A. SCOPE OF SERVICES PROVIDED BY A W WELT AMBRISCO INSURANCE, INC.

#### 1. Loss Control Inspections. (Estimated 70 hours)

AWWelt will conduct and/or coordinate loss control and prevention inspections of the interiors of approximately half of the buildings of the District and share these findings with key administrators and supply recommended solutions for the District to consider.

Review and follow up on risk assessment and safety policies of the District with key personnel (Physical Plant, Food Service, Central Office). (Estimated 7 hours)

#### 2. Annual and Claim Reports (Estimate 11 hours)

AWWelt will prepare an Annual Insurance Report for the District. The report will include a summary of insurance coverages, premiums, claim experience with benchmarking of District performance to peers and other relevant information that pertains to the overall insurance program.

AW Welt will prepare periodic claim reports, analyzing claims experience, paid and reserve amounts loss trends and other relevant items based on data that is available from the District the Iowa Public School Insurance Program (IPSIP), its administrators, including Arthur J Gallagher Risk Management Services, Inc. (AJG) and/or its designees for claims.

#### 3. Contract Reviews. (Estimate 12 hours)

AWWelt will be available to consult with the District or its legal counsel in reviewing any contract the District enters into related to the insurance provisions and/or risk transfer issues of such contracts.

#### 4. General Consultation (6 hours)

AW Welt will conduct the AW360 Work Comp Survey of hiring and claim management practices and report findings to the District.

AWWelt will be available for consultation on aspects of the Program's operation, including claims, reserves and vendor performance, as well as the Program's overall progress and development. AWWelt is available to consult with the District's legal counsel and the plan administrator regarding changes to be made in the Program, including attending meetings as necessary to fulfill the scope of this contract.

#### 5. Other Supplemental Services

Additional other services may be provided as mutually agreed upon. Upon request, AWWelt will assist the district in identifying individuals and companies with experience in specialty areas that may benefit the district operations. The cost of the work performed by these companies is not included in the scope of this agreement.

### **B. OBLIGATIONS OF THE DISTRICT**

1. AWWelt shall be compensated for consulting services related to the District's plan an annual amount of \$20,000.00 for the period July 1, 2014 through June 30, 2015. Fees will be paid to AWWelt by Arthur J Gallaher Risk Management Services, Inc. as these fees will be incorporated into their fees.
2. Fees from Gallagher Bassett Services, Inc. shall be paid by AWWelt when such services are requested by AWWelt to complete the scope of this agreement and therefore will not be in addition to the annual amount of \$20,000. Costs for services as outlined in II.,A.,5. Other Supplemental Services, above will be at an additional cost to the District.
3. The District agrees to provide AWWelt with such financial and other records related to the Program so as to allow to prepare accurate and timely reports concerning the Program's operations.
4. AWWelt will provide the District with a schedule of the planned inspections. A week prior to the inspection AWWelt will communicate with both the ESC, Physical Plant, and building level leadership about the inspection and who will be coming to the building. The coordination of personnel and documents needed to assist in the inspection can be obtained at this time.

## C. MUTUAL OBLIGATIONS

### 1. Ownership of Records and Documents

All books, records, lists of names, journals, ledgers and other recorded information developed specifically in connection with the administration of the District shall always be and remain the property of the District. However, any information, data or products that are proprietary to AWWelt shall remain the property of AWWelt.

AWWelt agrees to keep all such material confidential and not to reproduce, disclose or disseminate the material or the information contained therein to third parties without the prior written consent of the District. Upon termination of this Agreement for any reason, AWWelt shall immediately return all such material and any copies thereof to the District.

### 2. Waiver of Nonperformance

No waiver of any default in performance on the part of AWWelt or like waiver by the District or any breach or a series of breaches of any of the terms, covenants or conditions of this Agreement shall constitute a waiver of any subsequent breach or a waiver of said terms, covenants or conditions. Resort to any remedies referred to herein shall not be construed as a waiver of any other rights and remedies to which either party is entitled under this Agreement or otherwise.

### 3. Partial Invalidity

Should any part of this Agreement, for any reason, be declared invalid by a court of competent jurisdiction, the remaining portion shall remain in full

force and effect as if this Agreement had been executed without the invalid portion.

### 4. Governing Law

The validity, interpretation and performance of this Agreement shall be controlled and construed according to the internal laws of the State of Iowa.

### 5. Successors

This Agreement shall be binding upon and shall inure to the benefit of all assigns, transferees and successors in the interest of the parties hereto.

6. Entire Agreement, Modification or Amendment

This Agreement represents the entire and exclusive statement of the agreement of the parties and may be modified or amended only by a written statement signed by both parties. Such modification or amendment shall be attached to, and shall thereupon become a part of this Agreement.

7. Headings

Headings herein are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

8. Practice of Law

It is understood and agreed that AWWelt will not perform, and the District will not request, performance of any services which may constitute the unauthorized practice of law.

9. Counterparts

This Agreement may be executed by the parties in several counterparts, each of which shall be deemed to be an original copy.

10. Subcontracting

AWWelt will not subcontract any or all of the services required to be performed hereunder without the written consent of the District.

11. Confidentiality

Both parties agree to maintain confidentiality. Both parties acknowledge that certain material, which will come into its possession or knowledge in connection with this Agreement, may include confidential information, disclosure of which to third parties may be damaging to the other party. Both parties agree to hold all such material in confidence, to use it only in connection with performance under this Agreement and to release it only to those persons requiring access thereto for such performance or as may otherwise be required by law.

12. Liability

Neither party hereto shall be liable for defending or for the expense of defending the other party, its agent, or employees, against any claim, legal action, dispute resolution or administrative or regulatory proceeding arising out of or related to such other party's actions or omissions under this Agreement. Neither party hereto shall be liable for any liability of the other party, its agents, or employees, whether resulting from judgment, settlement, award, fine nor otherwise, which arises out of such other party's actions or omissions under this Agreement. This provision shall survive the termination of this Agreement.

13. Indemnification

Each party agrees to indemnify, defend and hold harmless the other, its agents and employees from and against any and all liability or expense, including defense costs and legal fees, incurred in connection with claims for damages of any nature, including but not limited to bodily injury, death, personal injury, property damage, or other damages arising from the performance of or failure to perform, its obligations under this Agreement, unless it is determined that the liability was the direct consequence of negligence or willful misconduct on the part of the other party, its agents or employees. This provision shall survive the termination of this Agreement.

14. Access to Books and Records

Both parties will maintain records relating to its responsibilities under this Agreement for a period of one year from the date of services. During normal working hours and upon prior written and reasonable notice, both parties will allow the other party reasonable access to such records for audit purposes and also the right to make photocopies of such records (at requesting party's expense), subject to all applicable state and federal laws and regulations governing the confidentiality of such records.

15. Notices

All notices given by any party under this Agreement shall be in writing and properly addressed to such party as follows:

Iowa City Community School District

A W Welt Ambrisco Insurance, Inc.

Chief Financial Officer / Board of Ed. Secretary

Joe Wegman, President

1725 N Dodge St

24 Westside Drive

Iowa City, IA 52245

Iowa City, IA 52240

WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first written above.

IOWA CITY COMMUNITY SCHOOL DISTRICT



Signature

Sally Hoelscher

Printed

Board President

Title

A W WELT AMBRISCO INSURANCE, INC.



Signature

JOE WEGMAN

Printed

President

Title