

RESOLUTION NO. 29377

A RESOLUTION AUTHORIZING THE OFFICE OF THE CITY ATTORNEY TO ENTER INTO A SERVICES AGREEMENT FOR INSURANCE BROKERAGE SERVICES, IN SUBSTANTIALLY THE FORM ATTACHED, WITH ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC. FOR COMMERCIAL LIABILITY, AUTO INSURANCE, ATHLETIC LIABILITY, PUBLIC OFFICIAL BONDS, AND OTHER RISK SERVICES FOR A ONE (1) YEAR TERM WITH THREE (3) ADDITIONAL ONE (1) YEAR RENEWAL OPTIONS, UPON MUTUAL AGREEMENT, FOR AN ANNUAL AMOUNT NOT TO EXCEED ONE HUNDRED TEN THOUSAND THIRTY-SEVEN DOLLARS (\$110,037.00).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, That it is hereby authorizing the Office of the City Attorney to enter into a Services Agreement for Insurance Brokerage Services, in substantially the form attached, with Arthur J. Gallagher Risk Management Services, Inc. for commercial liability, auto insurance, athletic liability, public official bonds, and other risk services for a one (1) year term with three (3) additional one (1) year renewal options, upon mutual agreement, for an annual amount not to exceed \$110,037.00.

ADOPTED: March 27, 2018

/mem

SERVICES AGREEMENT
FOR INSURANCE BROKERAGE SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2018 (“Effective Date”), by and between the CITY OF CHATTANOOGA, TENNESSEE, a municipal corporation (“City”) and ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC., an Illinois corporation (“Consultant”).

W I T N E S S E T H:

WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide insurance brokerage services as more fully described in Consultant’s Proposal; and

WHEREAS, Consultant represents that it holds all necessary licenses to practice and perform the services herein contemplated; and

WHEREAS, City and Consultant desire to contract for the specific services described in **Exhibit “A”** and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

WHEREAS, no official or employee of City has a financial interest in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the insurance brokerage services as described in **Exhibit “A”** and incorporated herein by this reference (the “Services”).

1.2. Practices. All Services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by consultants in similar fields and circumstances in accordance with sound practices. It is understood that in the exercise of every aspect of its role, within the scope of work, Consultant will be representing the City, and all of its actions, communications, or other work, during its employment, under this Agreement is under the direction of the City. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant’s performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to complete satisfaction of the City. Evaluations of the work will be done by the Claim and Risk Analyst or his/her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the Services required by this Agreement in compliance with all applicable Federal and Tennessee employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the Services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description, including attorneys' fees and costs, presented, bought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. As compensation for the provision of the Services and in accordance with this Agreement, Consultant's total compensation shall not exceed fifteen percent (15%) of the insurance premium.

2.2 Fee Schedule. City shall compensate Consultant in accordance with the Fee Schedule attached hereto as Exhibit "B".

2.3. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of Services outlined in Exhibit "A" unless the City, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.4. Audit. City may audit all financial and related records (including digital) associated with the terms of the Agreement including timesheets, reimbursable out of pocket expenses, materials, goods, and equipment claimed by Consultant. City may further audit any records associated with the terms of the Agreement to conduct performance audits (to identify waste and abuse or to determine efficiency and effectiveness of the expenditure of any funds appropriated by City) or to identify conflicts of interest. Consultant shall at all times during the term of the Agreement and for a period of seven (7) years after the expiration or earlier termination of this Agreement, keep and maintain the foregoing records. Documents shall be maintained by Consultant necessary to clearly reflect all work done and actions taken. All such records shall be maintained in accordance with generally accepted accounting principles. Consultant shall, at its own expense, make such records available for inspection and audit during its normal business hours (including copies and extracts of records as required) by City at all reasonable times and upon reasonable prior notice.

The obligations of this Section shall be explicitly included in any subcontracts or agreements formed between Consultant and any subcontractors or suppliers of goods or services to the extent that those subcontracts or agreements relate to fulfillment of the Consultant's obligations to City under this Agreement.

Costs of any audits conducted in accordance with this Section and not addressed elsewhere will be borne by City unless the audit identifies significant findings that benefit City. Consultant shall reimburse City for the actual and reasonable costs of an audit that identifies significant findings that benefit City. This Section shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit City may have by federal, state, or municipal law, whether those rights, powers, or obligations are express or implied.

3.0. COMMENCEMENT OF WORK

The Services to be performed pursuant to this Agreement shall commence within ten (10) days from the Effective Date of this Agreement.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of one (1) year unless previously terminated as provided herein or as otherwise agreed to in a writing by the parties. At the end of the one (1) year term, this Agreement shall not renew automatically, but may be renewed for three (3) additional one (1) year periods upon mutual agreement of the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending, or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and Services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated as to the percentage of work completed as of the Effective Date of termination in accordance with the fees set forth herein. In ascertaining the Services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. DISPUTE RESOLUTION

Claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement, or breach thereof, shall be subject to mediation in Chattanooga, Tennessee, in accordance with the following provisions:

- a. The mediation shall be conducted by a mediator mutually acceptable to both parties.
- b. The parties agree to share equally in the expense of the mediation.
- c. Such mediation may include the Contractor or any other person or entity who may be affected by the subject matter of the dispute.

- d. Unless the parties agree otherwise, mediation shall be a condition precedent to the exercise of any legal remedy other than a proceeding seeking an immediate injunction or restraining order to protect the rights of a party pending litigation. Notwithstanding the issuance of an injunction or restraining order, or the refusal of a court to issue such an order, the dispute shall continue to be subject to mediation.

6.0. INSURANCE

6.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in Tennessee, rated "A," Class VIII, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products, completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of Tennessee. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Errors and omissions ("E&O") liability insurance with policy, limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for one (1) year following the expiration or sooner termination of this Agreement.

6.2. Endorsements. The commercial general liability insurance policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Chattanooga and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on

behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant.”

- (b) Notice: “Said policy shall not terminate, be suspended, or voided, nor shall it be canceled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City.
- (c) Other insurance: “The Consultant’s insurance coverage shall be primary insurance as respects the City of Chattanooga, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Chattanooga shall be excess and not contributing with the insurance provided by this policy.”
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Chattanooga, its officers, officials, agents, employees and volunteers.
- (e) The Consultant’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

6.3. Deductible or Self-Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

6.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

6.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

7.0. GENERAL PROVISIONS

7.1. Entire Agreement. This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract documents appurtenant hereto, including exhibits to this Agreement.

7.2. Representatives. The Claims and Risk Analyst or his/her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

7.3. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is set by facsimile; and c) forty-eight (48) hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Arthur J. Gallagher Risk Management
Services, Inc.
200 South Orange Avenue, Suite 1350
Orlando, FL 32801
Tel: (407) 563-3512
Attn: Richard Terlecki

IF TO CITY:

City of Chattanooga
100 E. 11th Street, Suite 200
Chattanooga, TN 37402
Tel: (423) 643-8232
Fax: (423) 643-8255
Attn: Claims and Risk

A copy to:

Office of the City Attorney
100 E. 11th Street, Suite 200
Chattanooga, TN 37402
Tel: (423) 643-8250
Fax: (423) 643-8255

7.4. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

7.5. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Tennessee without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Hamilton County, Tennessee.

7.6. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

7.7. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

7.8. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of the City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its employees are in any manner agents or employees of the City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable workers' compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of

Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

7.9. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

7.10. Responsibility of Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all Consultant services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

7.11. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

7.12. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

7.13. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

7.14. No Third-Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third-party shall have any right in, under or to this Agreement.

7.15. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

7.16. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

7.17. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

7.18. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

7.19. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance.

7.20. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

7.21. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first written above.

CITY OF CHATTANOOGA, TENNESSEE

By: _____
Printed Name: _____
Title: _____

ARTHUR J. GALLAGHER RISK
MANAGEMENT SERVICES, INC.

By: _____
Printed Name: _____
Title: _____

EXHIBIT A SCOPE OF SERVICES

The Consultant shall provide the following services:

- A. Assigned Personnel:** The Consultant shall designate a principal to be assigned to this account to act as the primary contact for the City. The City must approve the principal and any other personnel assigned to perform services for the City. If for any reason the City finds, in its sole discretion, that the service provided by any assigned personnel is unsatisfactory, the Consultant will agree to assign replacement personnel that must be approved by the City. Personnel assigned to the account must have a minimum of five (5) years of full-time experience as a broker and a minimum of five (5) years full-time experience with public entities insured and self-insured insurance program management is preferred.
- B. Program Administration:** Program Administrator shall include, but not be limited to the following:
1. Act as an independent insurance advisor to the City and proactively provide ongoing unbiased professional advice and recommendations that benefits the City.
 2. Proactively provides ongoing review and analysis of the City's needs as related to these types of automobile insurance coverage.
 3. Be familiar with the major exposures of the City.
 4. Assure that insurance policies are placed in a timely manner, without lapse in coverage periods, with reputable and financially responsible insurers.
 5. Provide service for the placement of these insurance policies for the City, inclusive of processing all changes, endorsements and verifying the accuracy of invoices within a reasonable time.
 6. Provide early notice of rate and coverage changes or renewal problems through a process to be mutually agreed upon with the City.
 7. Assure all policies purchased are reviewed by Broker and policies are provided to the City before renewal date or within thirty (30) days of receipt.
 8. Provide loss runs annually and provide a loss analysis when requested for each policy written forty five (45) days prior to renewal.
 9. Upon request of the City, but at least once a year, provide a comprehensive report that reviews all of the City's insurance programs as related to automobile coverage needs.

10. Through a mutually agreed upon process, monitor the City's operations and loss exposures and make any appropriate recommendations for coverage changes or new coverage.
11. Be available to answer questions or obtain answers from underwriters for policy coverage questions.
12. Meet with City staff and designated representatives as reasonably requested.
13. Provide consultation service and written reports as normally expected of a professional broker to a client.
14. Provide loss control services and assistance with claims as requested by the City.
15. Assist in analyzing loss exposures from existing and new operations and determine the appropriate risk management alternatives, including types, availability, costs, and extent of coverage that should be considered.

C. Presentations: Brokerage and consulting services must be provided for annual policy renewals and on an as-needed basis. The Consultant must provide a thorough renewal presentation each year at least thirty (30) days before current policy expiration date with policy recommendations to include an analysis of available alternatives in consideration of City's exposures. Services must also include market research, policy endorsements, certificates of insurance, and coverage consultation on claims filed against the City. The Consultant will also advise on a continuing basis, and in a timely manner, of any and all significant matters and developments regarding carrier service issues.

**EXHIBIT B
FEE SCHEDULE**

The City agrees to compensate the Consultant for the Services under this Agreement as follows:

Coverage(s)	Carrier Name(s)	Annual Premium	Estimated Commission %
Commercial Auto	Philadelphia Insurance Companies	\$21,440	10%
Out of State Auto	National Continental Insurance Company	\$6,187	10%
Head Start Auto	Tennessee Municipal League	\$49,917	15%
Athletic Liability	K&K Insurance Group	\$24,493	12%
Public Official Bonds	Cincinnati Insurance	~\$8,000	15%