

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this 22nd day of November 2024 by and between Jackson County Missouri ("hereinafter called Jackson County") with principal offices in Kansas City, Missouri and Cowell Insurance Services, Inc., 7450 W 130th Street Suite 180, Overland Park, KS 66213., ("hereinafter called CIS").

WITNESSETH;

WHEREAS, Jackson County has selected CIS to furnish Broker Services for Workers' Compensation and Excess Liability Insurance; and

WHEREAS, CIS has the skill and expertise necessary to provide such professional services; and

WHEREAS, CIS and Jackson County have agreed to be bound by the provisions hereof,

NOW, THEREFORE, in consideration of the foregoing and the terms and provisions herein contained, Jackson County and CIS respectively promise, covenant and mutually agree as follows:

**SECTION I - SERVICES PROVIDED BY
COWELL INSURANCE SERVICES, INC.**

A. Broker Services

CIS will:

1. Provide market access to key insurance carriers of appropriate size and financial strength on policy forms with terms and conditions that are equal to or broader than the terms and conditions of the expiring policies.
2. Evaluate the County's current insurance program design. Identify and evaluate alternative approaches and recommend program improvements for the County's consideration and approval.
3. Negotiate with insurers on behalf of Jackson County and keep Jackson County informed of significant developments resulting from those negotiations.
4. Develop a service strategy to be followed by the carrier, CIS and Jackson County for the policy period. Implement agreed strategy and monitor it so that services are provided as agreed upon by all parties involved.
5. Review policies and endorsements for accuracy and conformity to specifications and negotiated coverages.
6. Keep Jackson County informed with written reports of significant changes and/or trends in the insurance marketplace and provide Jackson County with an annual forecast of market conditions.

FILED

JAN 13 2025

**MARY JO SPINO
COUNTY CLERK**

7. Approximately 120 days prior to policy expiration, begin coordinating with the existing insurance carrier, analyze the renewal proposal, negotiate terms and conditions and present a recommended plan for program renewal/marketing, including timelines and assignments.
8. In the event of any questions regarding the interpretation of the insurance policy placed by CIS, at Jackson County's request CIS will represent Jackson County in any discussions with the insurance carrier.
9. Review billings and audits for accuracy and make certain all changes are identified as necessary.
10. Meet as necessary with Jackson County's Human Resource Department to discuss strategy and open items.

SECTION II - PERFORMANCE MEASURES

1. CIS shall provide an annual benchmarking report to Jackson County 60 days after the expiration of the policy. Reports will be sent to Michelle Chrisman (mchrisman@jacksongov.org).
2. CIS shall monitor all workers' compensation claims closely to ensure that all reporting is completed in a timely manner to the carrier.
3. CIS shall, within 30 days of renewal, meet with Michelle Chrisman and present the recommended renewal proposal.
4. CIS shall respond to all emails and telephone calls within 48 business-hours.

SECTION III — MAINTENANCE OF BOOKS AND RECORDS

- A. In performing the services outlined in this Agreement CIS agrees to:
 1. Maintain a complete record of Jackson County business for at least five (5) years following the termination of this Agreement.
 2. Maintain a file for each policy placed.
 3. Avoid disclosing the contents of these files and records to third parties, except as reasonably necessary for CIS to carry out its obligations to Jackson County under this Agreement or to comply with any requirements imposed by law.
 4. Maintain appropriate licenses and insurance including Professional Liability Insurance coverage with a limit of not less than \$500,000 per claim and aggregate.
- B. All files and records shall be considered the property of Jackson County and shall be available for inspection by Jackson County upon reasonable notice. Jackson County may

obtain copies of these files and records, with any cost to be the responsibility of Jackson County. Jackson County may, upon the termination of this Agreement at its discretion, require CIS to return said files and records to Jackson County, with the understanding that such action will terminate CIS's responsibilities set down in paragraph A.1 of this section. Provided, should Jackson County require CIS to return said files and records to Jackson County upon termination of this Agreement, Jackson County shall maintain said files and records for at least five (5) years, during which time CIS shall have access for inspection and copying purposes upon reasonable notice.

SECTION IV - DUTIES OF JACKSON COUNTY

Jackson County shall:

1. Promptly reply to all requests for information relating to CIS's duties hereunder.
2. Cooperate with CIS in the disposition of the matters referred under item 1 above and in the performance of this Agreement.
3. Promptly pay all insurance premiums billed related to the placement of insurance.

SECTION V - COWELL INSURANCE SERVICES, INC. FEE

A. Pricing:

CIS will be compensated for their services in accordance with the following schedule:

Broker Commission

Cowell Insurance will receive 5% commission from the carrier for coverage placed and policy management.

Administrative Fees

None

Additional Services - Fees

Loss Control Services	\$120/Hr
Learning Management System	\$10,000/Annual

SECTION VI — GENERAL PROVISIONS

A. **Professional Services:** CIS shall fulfill its contractual obligations as Insurance Broker for Jackson County's Worker's Compensation and Excess Liability Insurance Program as set out herein.

B. **Independent Contractor:**

1. CIS shall work as an independent contractor and not as an employee of Jackson County.
2. CIS shall be subject to the direction of Jackson County only as to the result to be accomplished and not to the means and methods for accomplishing the result;
3. CIS shall report all earnings received hereunder as gross income and be responsible for its own Federal, State and City withholding taxes and all other taxes and operate its business independent of the business of Jackson County except as required by this agreement.
4. CIS shall not for any purpose be deemed to be an employee or partner of a joint venture with Jackson County, nor shall CIS be deemed to be an insurer or re-insurer, underwriter or guarantor with respect to any benefits payable under the Plan. CIS assumes no responsibility for the obligations of Jackson County, or for the performance of any duties of Jackson County except those obligations set forth in Section V.
5. CIS agrees to notify Jackson County promptly of any lawsuit or complaint of which it becomes aware.

C. **Term of Agreement:**

1. This Agreement is made on this date and shall be effective for a period of one year from the policy effective date of January 1, 2025 to January 1, 2026.
2. Jackson County shall have the option to grant four (4) one-year options to extend for the furnishings of Brokers Services for its Workers' Compensation and Excess Liability Insurance.

D. **Confidentiality:**

1. Each of the parties acknowledges that in and as a result of this Agreement, the parties shall be making use of and acquiring and/or adding to confidential information of special and unique value to the other party relating to such matters as each party's trade secrets, systems, procedures, confidential reports, as well as the type of insurance products and programs sold and/or used by the parties and fees charged for services rendered.
2. Each party covenants and agrees that neither party shall, at any time during or following the term of this Agreement, directly or indirectly, divulge or disclose, for any purpose whatsoever, any of such confidential information which was obtained by or disclosed to it as result of this Agreement. Specific contract details protected by the Missouri Open Meetings and Records Law, for the purposes of this contract are not considered

confidential information and therefore would not be subject to the confidentiality clause. Additionally, any documents or communications that would be considered open under Missouri or federal law would not be considered confidential information and therefore would not be subject to the confidentiality clause.

3. In the event of a breach or threatened breach by either party of any of the provisions of this paragraph, the non-breaching party, in addition to and not in limitation of any of the rights, remedies or damages available to said party at law or inequity, shall be entitled to a permanent injunction in order to prevent or to restrain any such breach by the breaching party, or by said party's partners, agents, representatives, servants, Jackson County's employees and/or any and all persons directly or indirectly acting for or with it.

E. Successors and Assignments:

1. This Agreement is binding upon the parties, their successors and assigns. CIS agrees to provide thirty (30) days notice of any change in its ownership or significant change in its legal status.
2. CIS promises, covenants and agrees, in addition to all other provisions herein that during the term of this Agreement, and for a period of six (6) months thereafter, CIS shall not: (1) assign any portion or whole of this contract without the prior written consent of Jackson County, or, utilize the form or substance of any contracts or documents of every description used in any and all business operations of Jackson County. Jackson County shall be entitled to collect any and all profits, gains, benefits and properties of every description received by CIS as a result of said breach.

F. Further Assurances:

Each party hereto agrees to perform any further acts and to execute and deliver any further documents that may be reasonably necessary to carry out the provisions of this Agreement.

G. Severability:

If any covenant or other provision of this Agreement is invalid, or incapable of being enforced, by reason of any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect and no covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed herein.

H. Captions and Headings:

1. The captions and headings throughout this Agreement are for convenience and reference only.
2. The words of the captions and headings will in no way be held or deemed to define, describe, explain, or modify, or limit the meaning of any provision, or the scope or the intent of this Agreement.

I. Waiver of Provisions:

Failure by either party to insist upon compliance with any provision of this Agreement at any time or under any set of circumstances shall not operate to waive or modify the provisions or in any manner render it unenforceable as to any other time or as to any other occurrence, whether the circumstances are or not the same, and no waiver of any terms or conditions of this Agreement shall be valid or of any force or effect unless contained in a written memorandum specifically expressing such waiver and signed by a person duly authorized by that party to sign such waiver.

J. Time of the Essences:

Timely performance of all duties provided herein is of the essence of this Agreement.

K. Incorporation:

This Agreement incorporates the entire understanding and agreement of the parties.

L. Conflict of Interest:

CIS warrants that no officer or employee of Jackson County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this Agreement.

IN WITNESS WHEREOF, the parties have entered this Agreement as of the year and day first above written.

Cowell Insurance Services, Inc.

Jackson County, Missouri

By: 

By: 

12/12/24

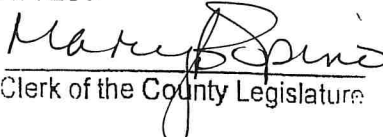
Name: Lance J. Cowell

Name: Frank White, Jr.

Title: President

Title: County Executive

ATTEST:


Clerk of the County Legislature

Approved to form
