



R. 20071

Services Agreement JACKSON COUNTY, MO and KANSAS CITY SERIES OF LOCKTON COMPANIES, LLC

This Services Agreement (the "Agreement") made and entered into effective as of December 11th, 2018 ("Effective Date"), between the JACKSON COUNTY, MO ("Client") and the KANSAS CITY SERIES OF LOCKTON COMPANIES, LLC ("Lockton"). In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. TERM. This Agreement will be in effect from December 11th, 2018 to December 11th, 2019 unless earlier terminated in accordance with the provision of Section 4 of this Agreement. This Agreement may be extended by mutual written agreement of the parties pursuant to Section 6.3 of this Agreement.

2. COMPENSATION, DISCLOSURE AND PAYMENT TERMS

2.1 Commission. All services set forth in Addendum A associated with placing the following lines of coverage will be performed by Lockton for compensation in the form of commission payable by Client's insurance carriers:

- **EXCESS WORKERS' COMPENSATION**

2.2 Disclosure. In addition to the compensation set forth above, Client acknowledges, consents and agrees that Lockton may also receive other compensation such as incentive or contingency payments or bonuses and/or supplemental commissions from insurance companies, intermediaries (which may be affiliated with Lockton) or other third parties as a result of being an insurance broker (collectively, "Additional Compensation"). Lockton may also receive interest or investment income on funds temporarily held by it, such as premiums or return premiums, service fees or other compensation from premium finance companies for administrative services provided to or on behalf of the premium finance companies relative to the financing of client insurance premiums, and/or service fees from insurers for consulting and/or administration services specific to a carrier.

3. SERVICES

3.1 Scope of Services. The compensation set forth in Section 2 above is intended to compensate Lockton for placement of the line(s) of coverage indicated and to provide the services listed in Addendum A. In the event Client: 1) requests that Lockton place coverage on any line(s) of business not indicated in Section 2; 2) requests that Lockton provide other services beyond those set forth in Addendum A; or 3) makes an acquisition or otherwise experiences growth such that the level and/or scope of services needed by Client shall significantly exceed the level of services as contemplated at the inception of this Agreement, Client and Lockton agree to review in good faith the additional services required and agree to other compensation (such as commissions and/or fees on additional placements) in addition to the commission described in Section 2. Such additional compensation shall be set forth in a written and signed addendum pursuant to Section 6.3 of this Agreement.

3.2 Use of Intermediaries. When, in Lockton's professional judgment, it is necessary or appropriate, Lockton may utilize the

services of foreign or domestic intermediaries to assist in the servicing, marketing and/or placement of Client's insurance/risk management programs. However, this may only be done after consultation with and prior approval by Client. Lockton will advise Client whether any proposed intermediary is affiliated with Lockton. Any such intermediary shall be compensated by commissions earned on placement of Client's policies handled by that intermediary, or by payment of a separate fee agreed to by Client and the intermediary if commissions are not properly payable on Client's placements. Such commissions and fee shall be in addition to the compensation paid to Lockton as described herein.

4. TERMINATION

4.1 Termination for Convenience. Either party may terminate this Agreement for any reason by providing sixty (60) days written notice to the other party.

4.2 Termination Upon Change in Broker of Record Designation. However, should Client designate a broker other than Lockton as its exclusive broker of record at any time subsequent to the Effective Date for any reason, this Agreement shall terminate on the date that Lockton receives notice of the change in broker of record ("BOR") rather than at the conclusion of the sixty (60) day notice period referenced in Section 4.1 above.

4.3 Compensation Due at Termination.

In the event that Client terminates this Agreement, either by BOR or by sixty (60) days written notice, all services will be discontinued on the effective date of termination and Lockton shall be deemed to have earned, and shall be entitled to retain, all commissions earned on Client's placements through the effective date of termination.

4.4 Additional Expenses Payable Upon Termination. In addition to any termination payment owed pursuant to Section 4.3 above, should some or all of the insurance coverages described in Section 2 be assigned to another broker through a BOR letter prior to the effective date of a renewal of such coverage but after Lockton has commenced services relating to that renewal, Client will reimburse Lockton for its reasonable costs, including the time, charges and expenses incurred in providing the renewal services through the date the broker of record letter was received by Lockton.

5. CONFIDENTIALITY

5.1 Confidential Information. Lockton and Client acknowledge that the nature of Lockton's relationship with Client is one in which Client may disclose to Lockton certain of Client's information ("Information"), some of which may be of a confidential or proprietary nature, to enable Lockton to provide the services contemplated under this Agreement. For purposes of this Agreement, Information shall

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MARY JO SPINO
COUNTY CLERK

mean any and all nonpublic Information provided to Lockton, which may include Client's product, marketing, pricing or financial strategies; customer Information; proprietary business processes or technologies; financial information and/or trade secrets.

5.2 Exclusions. Information shall not include any information that: 1) is or becomes publicly known and generally available in the public domain through no wrongful action or disclosure by Lockton; 2) becomes known by Lockton without any obligation to hold such information in confidence; 3) is received from a third party without similar restrictions known to Lockton; 4) is independently developed by Lockton without use of or reference to Client's Information; or 5) Lockton is required by law, regulation, summons, subpoena or similar judicial, regulatory or administrative order or proceeding to disclose, but only to the extent and for the purpose of such required disclosure, provided Lockton, unless prohibited by law, gives Client prompt written notice of such required disclosure to enable Client to pursue protective measures.

5.3 Lockton Confidentiality Duties. In consideration of Client's disclosure of Information to Lockton, Lockton hereby agrees as follows:

A. Lockton shall take all reasonable steps to protect the confidentiality of the Information, and shall not use the Information for any purpose other than providing the services contemplated herein.

B. Lockton shall not, without the prior written approval of Client, publish or disclose to others any of the Information, except that Client expressly authorizes the disclosure of information to underwriters, insurers, insurance-related intermediaries and/or other third parties as necessary for the purpose of providing the services contemplated herein.

C. Lockton acknowledges that any unauthorized disclosure or use of the Information in violation of this Agreement may cause Client irreparable harm, and that money damages alone, the amount of which might be difficult to ascertain, might be an inadequate remedy and, therefore, agrees that the Client shall have the right to seek injunctive relief in addition to any other remedies otherwise available to Client at law or in equity.

D. At Client's written request, Lockton shall return to Client any and all records or documents constituting the Information, except that Lockton shall be permitted to retain an archival copy of the Information pursuant to its record retention and regulatory and legal compliance requirements.

6. GENERAL CONDITIONS

6.1 Cooperation. Client shall provide Lockton with reasonable cooperation and assistance necessary for Lockton to fulfill its responsibilities to Client pursuant to the terms of this Agreement, including, without limitations, copies of all documents reasonably requested by Lockton and the cooperation of and access to certain of Client's personnel.

6.2 Assignment. Neither party shall assign any rights or duties herein set forth without the prior written consent of the other party.

6.3 Entire Agreement. The terms and conditions of this Agreement constitute the entire Agreement between the parties with respect to the subject matter hereof. This Agreement shall not be amended except by a written amendment signed and dated by both parties, and no promises, agreement or representations not herein set forth shall be of any force or effect between them. This Agreement shall serve to terminate and supersede all agreements and undertakings heretofore entered into between the parties on subjects covered by this Agreement.

6.4 Insurance Premiums and Related Tax Obligations. Client is responsible for all insurance premiums due and any applicable surplus lines, sales, use, excise or other taxes for insurance coverage placed by Lockton. If Client fails to pay any premium in full by the due date indicated on the premium invoice, the coverage may be subject to cancellation by the carrier(s) and such nonpayment, in addition to any nonpayment of fees or expenses due to Lockton as set forth herein, shall be considered a material breach of this Agreement.

6.5 Change in Control. In the event Client experiences a "Change in Control" (as defined herein), commission will be deemed fully earned as of the effective date of the Change in Control. "Change in Control" shall be defined as any of the following events: 1) the acquisition by an external organization of 50% or more of the then outstanding shares of common stock of Client or the combined voting power of the then outstanding voting securities of Client entitled to vote generally in the election of directors; 2) individuals who constitute the Client's Board cease for any reason to constitute at least a majority of the Board; 3) consummation of a reorganization, merger, consolidation or sale or other disposition of all or substantially all of the assets of the Client unless the beneficial owners of the outstanding Client common stock and voting securities continue to own, directly or indirectly, more than 50% of, respectively, the then outstanding common stock and voting power of the then outstanding voting securities; or 4) approval by the stockholders of Client of a complete liquidation or dissolution of Client.

6.6 Limitation of Liability. In the event of any Information security breach or actual or potential data loss involving any of Client's Information or any data containing employee Protected Health Information (which shall have the same meaning as that set forth in 45 C.F.R. § 160.103) or other employee Information protected under applicable state or federal privacy statutes or regulations, Lockton shall have no liability for any damages, costs or other losses sustained by Client or Client's employees resulting therefrom unless proximately caused, in whole or in part, by Lockton's negligence in failing to take adequate steps to safeguard Client's data. In that event, Lockton's liability for such damages, costs or other losses shall be limited to the proportionate amount of actual damages sustained by Client that are directly allocable to Lockton's negligence, and Lockton shall not be liable to Client or its employees for any punitive, special, exemplary, treble, indirect, consequential or incidental damages, including lost profits, resulting from any such Information security breach or actual or potential data loss.

6.7 Notices. Any communication or notice required or which may be given hereunder shall be addressed to Client and to Lockton at their respective addresses as follows:

CLIENT

JACKSON COUNTY, MO
415 East 12th Street, Room 105
Kansas City, MO 64106
Attn: Katie Bartle
Title: Senior Buyer

LOCKTON

KANSAS CITY SERIES OF LOCKTON COMPANIES, LLC
444 W. 47th Street, Suite 900
Kansas City, MO 64112
Attn: Mark Henderson
Title: COO

6.8 Governing Law. This Agreement shall be governed for all purposes by the laws of the state of Missouri.

<The rest of this page is intentionally left blank. Signature page to follow>

In witness whereof, the parties hereto have executed the Agreement in duplicate intending each copy to serve as an original as of the day and year first written above.

KANSAS CITY SERIES OF LOCKTON COMPANIES, LLC

BY:


James Collins
Senior Vice President

DATE:

12/20/2018

JACKSON COUNTY, MO

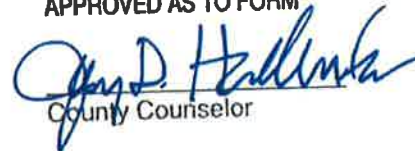
BY:


Bob Crutsinger
Director of Finance & Purchasing

DATE:

12-20-2018

APPROVED AS TO FORM


County Counselor

Addendum A – Services

I. General Services

- A.** Analyze proposals when received and present coverage alternatives/options to Client.
- B.** Analyze renewal proposals and present renewal options to Client.
- C.** Answer Client questions and provide research or advice as needed.
- D.** Compile renewal rating and loss information.
- E.** Compile underwriting, rating and claims data received from Client.
- F.** Complete renewal applications (except where the application is a warranty to the policy).
- G.** Complete underwriting applications (except where the application is a warranty to the policy).
- H.** Conduct renewal process with existing insurance carriers.
- I.** Evaluate the competitiveness of current insurance premium pricing and rate levels.
- J.** Obtain competitive proposals for Client where necessary.
- K.** Prepare annual summary of insurance.
- L.** Prepare insurance coverage specifications.
- M.** Process policy changes, additions/deletions, premium invoices.
- N.** Review coverage terms.
- O.** Review issued insurance policies for compliance with accepted proposal terms.
- P.** Review issued policy for compliance with renewal proposals.

II. Claims Management Services

- A.** Assist Client where needed on claims issues and serve as Client advocate with insurance carriers or TPAs where appropriate, e.g., claim-handling strategy, reserve adequacy/accuracy, questionable coverage situations, reservation of rights, coverage denials, etc.
- B.** Assist Client with claim reporting to insurance carriers or TPAs as requested by Client and agreed upon by Lockton.
- C.** Meet/confer with Client to assess claim management service needs and agree on services to be provided.