

**AGREEMENT FOR INSURANCE CONSULTING SERVICES
WEBB COUNTY AND RWL GROUP**

This Agreement is made and entered into by and between Webb County, Texas, a political subdivision of the State of Texas, acting herein by and through the Webb County Commissioners Court, with its principal place of business at 1000 Houston, Laredo, Texas 78040 (hereinafter referred to as “Webb County”) and, Robert W. Lazarus and Associates, Inc. d/b/a RWL GROUP with its principal place of business at 300 N. Coit Road, Suite 810, Richardson, Texas 75080-5456 (hereinafter referred to as “RWL”).

RECITALS

WHEREAS, Webb County, Texas desires to secure professional consulting services in the areas of property and casualty insurance, general liability insurance and worker’s compensation insurance; and

WHEREAS, RWL Group was selected by the Commissioners Court to provide consulting services pursuant to RFQ 2019-005; and

WHEREAS, RWL GROUP represents to Webb County that it is capable of providing the consulting services requested and as described in this agreement.

NOW THEREFORE, Webb County and RWL in consideration of the mutual covenants and agreements herein described, do agree as follows:

TERM

1. This agreement shall be for a period of thirty-nine months commencing on July 1, 2019 and ending September 30, 2022. The parties agree that RWL shall use its best efforts to conclude its work in a timely manner, and Webb County agrees to use its best efforts to provide the information requested in a timely manner.

SCOPE OF SERVICES

RWL shall provide professional consulting services for Webb County’s property and casualty insurance, general liability insurance and worker’s compensation insurance as follows:

PROPERTY AND CASUALTY INSURANCE, GENERAL LIABILITY INSURANCE AND WORKER'S COMPENSATION INSURANCE

PHASE I - RISK & INSURANCE REVIEW

It will be the principal aim of the risk and insurance review to identify the strengths and weaknesses of your program, and facilitate the preparation of a Request for Proposals (RFP).

A. REVIEW

The following lines of insurance will be examined:

a. LIABILITY

- a. Aircraft and Marine
- b. Automobile
- c. General Liability
- d. Professional (Public Official Liability, Miscellaneous E&O, EMT Liability, Medical Malpractice, etc.)
- e. Umbrella
- f. Police Liability
- g. Workers Compensation and Employers Liability
- h. Pollution Liability
- i. Cyber Liability

- b. The study will also address exposures to Civil Rights Liability under Federal Law (i.e., Federal Civil Rights Act 42 USC 1983 and sequential thereto, and the Texas Tort Claims Act).

c. PROPERTY & TIME ELEMENT

- a. Accounts Receivable and Valuable Papers
- b. Boiler and Machinery
- c. Crime and Bonding
- d. Automobile, Aircraft and Watercraft
- e. Electronic Data Processing
- f. Fire and Allied Lines, Direct and Indirect (Real and Personal Property)
- g. Fire and Allied Lines Time Element (Extra Expense and Business Interruption)
- h. Miscellaneous - (Fine Arts, Mobile Equipment, etc.)

B. EXPOSURE ANALYSIS

Consultant will execute a complete, broad-scale exposure analysis of Webb County operations and activities, including the following:

1. Identify and evaluate risks to fortuitous loss arising out of property direct damage and indirect exposures, crime exposures, time element exposures, and legal liability exposures.
2. Advance recommendations designed to cost effectively finance those risks which cannot be completely controlled. This will involve both risk transfer and self-insurance considerations, including transfer to an insurance company via commercial insurance purchase and contractual risk transfer considerations.
3. Discuss with Webb County a strategy and procedure for preparing insurance specifications and proposal procedures. The purpose of this discussion is to assure that the specifications and bidding procedures are in accord with Webb County managerial philosophy and State bid law.

C. ADMINISTRATION

We will examine your methods of administering your property and casualty insurance program in terms of:

1. A brief review of current risk management policies and procedures.
2. A brief review of current claims control programs.
3. A detailed review and analysis of current risk funding and transfer programs, including the structure and design of such programs.

D. PROGRAM ANALYSIS AND RECOMMENDATIONS

Analyze property and casualty and self-insurance policies and programs and recommend coverages that may be needed to address gaps in programs. The analysis will include such things as:

1. Financial stability of carriers.
2. Appropriateness and competitiveness of insurance markets and coverages.
3. Adequacy of policy limits and valuation formulae, including establishing insurance values for real and personal property.
4. Competitiveness of premiums and risk financing or funding alternatives.
5. Amendment of policy terms and provisions.
6. Deletion of unnecessary coverages or purchase of additional insurance.
7. Desirability of consolidating coverages and risk financing alternatives.

8. Appropriateness of deductibles, retentions and other self-insured options.

E. EXECUTIVE SUMMARY

Submit a written executive letter summary report to Webb County. The written summary will be principally based on Consultant's review, and will set out material recommendations to be included in the RFP.

PHASE II - SPECIFICATIONS AND RFP PROCESS

Based on the results of Phase I, specifications will be prepared for competitive proposals of the programs that most clearly satisfy Webb County's insurance management philosophy and needs. It will be the aim of this phase of the assignment to establish an objective framework for maximizing the cost effectiveness, coverage, limits of protection, efficiency, and servicing criteria for your property and casualty renewals. The RFP will include specifications for a TPA with respect to Webb County's workers compensation self-insured program.

The specifications and RFP process will be subject to Webb County's approval; will be in accord with acceptable insurance and risk management industry practices; and will be in compliance with the requirements and spirit of the public bid law.

The elements of the specifications and RFP assignment will include the following:

A. STRATEGY

Establish a strategy with you to define a reasonable time-frame for executing the specification exercise, including such other matters as:

1. Proposal procedures and methodology.
2. Qualification criteria for participating agents and insurers, including recommending viable sources of required insurances.
3. Equitable ground rules to be followed in the RFP process, including market assignments to agents.

B. SPECIFICATION INSTRUCTIONS

This will involve the preparation of uniform specifications, instructions and information in a professional format for distribution to agents and insurers. The format will include written specifications for each section of the program subject to this phase of the study.

The specifications will be uniformly applicable, to promote an "apples-to-apples" comparison. Proposal forms will be executed by line of coverage for completion by competing agents and insurers.

The specifications will address insurance coverage and related particulars, risk financing criteria and insurance oriented strategies.

In a broad sense, the specifications will be written for the program you currently maintain. However, they will also include recommended changes to be examined for your renewals in terms of the following criteria:

1. Deletion of unnecessary coverages for premium savings .
2. Purchase of additional coverage to address gaps in your program
3. Consolidation or packaging of coverages where applicable to achieve administrative efficiency and/or premium savings.
4. Amendment of policy terms, provisions, definitions, insuring agreements and exclusions to broaden the application of insurance coverages.
5. Alternative limits and risk financing and self-insurance options to assure adequate protection, cost containment and cash flow advantages.
6. Suggested minimum qualification criteria for insurance carriers to assure financial stability of insurance companies.
7. Insurance features which are designed to assure continuity in coverage
8. Insurance company and agent servicing requirements.
9. Instructions and ground rules to be followed relative to such things as:
 - a. Compliance with written specifications or deviations from the specifications
 - b. Market utilization procedures.
 - c. Insurance company qualification criteria.
 - d. Interpretation of specifications.
 - e. Communication and mailing procedures for market requests, underwriting proposals, and other exchanges of information.
 - f. Timetables for submitting market requests, insurance proposals, binders, and renewal policies.
 - g. Awarding markets and insurance proposals.

The specifications will also include underwriting summaries for your insurance programs, including the following:

- a. Loss and rating information.
- b. Exposure data and descriptive information for Webb County and your operations and activities.

C. ASSISTANCE

Consultant will provide personal assistance to competing agents and insurers, for underwriting and other related inquiries. This will involve clarifying any unclear areas of the specifications or other data, or providing new or additional information as may be requested by underwriters.

D. EVALUATION

The final step of the specifications and proposal procedure will include a thorough and detailed evaluation of the insurance proposals and policies and TPA proposals (including proposed contracts) in terms of quantitative and qualitative criteria. We will discuss our findings with you and submit a written report that contains our evaluation and recommendations.

The evaluation service includes discussions and/or negotiations with viable proposers that may be necessary to clarify the proposals, or that may be required to "polish" rough edges of proposed insurance programs.

Screening interviews with one or more of the viable vendors are also contemplated at the time we present our written report to you. The purpose of the screening interview is to confirm the proposals of insurance, and to clarify the results of earlier discussions or negotiations that we may have undertaken with proposers.

The objective, therefore, of the evaluation service is to establish a firm and unbiased basis from which your organization can make an informed decision on the award of your renewals, and to make certain that exhaustive efforts are undertaken to achieve the best possible program at the lowest cost.

PHASE III - MONITORING

Consultant will review all renewal coverages to be certain that you receive everything promised to you. In essence, the monitoring phase will focus on compliance with the specifications, according to the affirmations made by the selected insurers.

This service includes a onetime review and written summary of your various insurance policies, and a listing of any discrepancies between the proposals and the policies/binders actually issued.

PHASE IV - RETAINER (July 1, 2019 through September 30, 2020 and any option)

This service will provide additional technical support to Webb County on an ongoing basis. The objective of this service will be to supplement the internal and external insurance and risk management resources available to you as per the below:

1. Review current policies and negotiate the October 1, 2019, renewals with Webb County's agent and insurers; and subsequently negotiate the October 1, 2021, and October 1, 2022, renewals.
2. Prepare a Request for Proposals (RFP) (Phase II) for the October 1, 2020 property and casualty renewals, including TPA services, (and negotiate all applicable renewals for the two other years).
3. Assist with insurance requirements for contracts.
4. Review leases and other written agreements for insurance and risk management implications.
5. Attend the semi-annual claims review meetings, and assist with claims control strategies; or alternatively, conduct a workers compensation claims audit to measure the quality of TPA claims services relative to industry standards, and adjust reserves to reasonable and customary expectations.
6. Review quarterly loss runs by line of coverage, address adverse trends, and recommend where loss control emphasis needs to be focused.
7. Prepare a workers compensation accrual study and a liability accrual study to determine GASB accounting and funding levels for accrued liabilities. This would involve the application of actuarial loss development factors to incurred losses to arrive at ultimate incurred losses for applicable self-insured years to which paid losses would be subtracted. We will also forecast estimated self-insured workers compensation losses and liability losses for the next policy year by November 30 of each year this agreement is in effect or within sixty (60) calendar days of receipt of September 30 quarter loss report/data and historical loss reports for all prior years where there is an open claim but in no event less than ten (10) years of historical loss reports.
8. Respond to requests for analysis or information regarding premium and payroll classifications.
9. Review renewal policies and address requests to the agent with respect to effecting corrections to the coverages; and maintain all policies during the contract year, including all requested changes, until satisfactorily resolved.
10. Prepare an annual insurance summary.
11. Provide assistance and analysis with respect to risk financing renewal options.

12. Provide routine assistance with insurance and risk management questions or requests for assistance. *Routine Assistance* means any task that takes no longer than one hour to complete, including claims issues.

VISITS AND INFORMATION REQUIREMENTS

A. Phases I to IV:

Risk/Insurance Review, Specifications and RFP Process, Monitoring, and Retainer

In order to professionally carry out this assignment, Consultant will conduct meetings with Webb County and/or their providers as reasonably and mutually agreed upon, with the first meeting to take place in July of 2019 to prepare a game plan for the scope of services contemplated by this proposal.

B. Webb County shall, to the extent available, provide Consultant with copies of the following information:

1. Complete copies of current property and casualty insurance policies.
2. The most recent premium audits and rating plan adjustments.
3. Currently valued loss runs, by line of exposure, valued for the current year plus the four previous years.
4. Commercial insurance loss and expense summaries, by line of coverage, valued for the current policy term plus the four previous policy terms.
5. Annual reports and/or latest available financial statements.
6. Risk management policies, procedures, programs, etc.
7. Insurance appraisals and other pertinent information.
8. Exposure and rating information such as fleet schedules, real & personal property lists, by location, and mobile equipment schedules.
9. Sample contracts and written agreements that have insurance and risk management implications.
10. Descriptive information about Webb County.

PAYMENT

Webb County shall compensate RWL for the property and casualty and employee benefits

services for the period July 1, 2019, to September 30, 2022, Three Thousand Three Hundred Dollars (\$3,300.00) per month.

Invoices are issued at the beginning of each month for fees and expenses incurred during the preceding month. All fees and expenses are due within thirty (30) days after receipt of the invoice.

This fee includes meetings in Laredo as needed by Webb County. Any additional work that may be required beyond what is specifically referred to in this Agreement would be subject to an additional fee consideration that is mutually agreed upon.

In conducting this study, RWL will act exclusively in a consulting capacity. RWL's only source of revenue will be the fee charged for professional consulting service. Professional fees include secretarial and clerical time. **Travel and related expenses are included.**

RWL shall obtain Webb County's prior written approval before incurring any additional expenses, including but not limited to travel expenses, in connection with the services under this Agreement.

TERMINATION

The contract may be terminated before the stated termination date by any of the following conditions:

1. By mutual agreement and consent, in writing, of both parties.
2. In writing, by Webb County as a consequence of Consultant's failure to perform the services set forth herein.
3. By either party, upon the failure of the other party to fulfill its obligations as set forth herein with proper notice given.
4. Upon ninety (90) days written notice by either party to the other.

Should either party terminate this contract as herein provided, no fees other than fees due and payable at the time of termination shall be paid to Consultant. Compensation for work at termination will be based on the percentage of work completed at that time. The value of work charged during the time after notice of termination is received shall not exceed the value of the work performed in the preceding thirty-day period.

If Consultant defaults in the performance of this contract or if Webb County terminates this contract for fault on the part of Consultant, consideration will be given to the actual costs incurred by Consultant in performing the work up to the date of default. This includes the amount of work that was satisfactorily completed, the value of the work that is usable, the cost of

securing a substitute consultant for completion of the work, and other factors affecting the value of the work performed at the time of default.

The termination of this contract and the payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of Webb County and Consultant. If the termination of this contract is due to the failure of Consultant to fulfill its contract obligations, Webb County staff may complete the work. In such case, Consultant shall be liable for any additional cost occasioned by such failure.

REMEDIES

Any violation of contract terms or breach of contract by Consultant shall be grounds for termination of the contract and any increased cost arising from the default of Consultant shall be paid solely by Consultant.

This agreement shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

DEVOTION OF TIME AND PROJECT TEAM

RWL shall devote such time to the performance of its duties under this Agreement as is necessary for the completion of all duties under this contract. Should Webb County require additional services not included in this Agreement, an amendment to this agreement stating the exact scope of services and cost of all additional services shall be submitted for Webb County's approval. No additional services shall be provided or billed for without the prior written approval of Webb County.

The project team shall be composed of Mr. Robert W. Lazarus, ARM and Ms. Carolyn A. Miller, CPCU.

INDEPENDENT CONTRACTOR

It is the intention of the parties that under this agreement that RWL is an independent contractor and not an employee of Webb County. In this regard, Webb County shall not dictate the manner and method of providing services so long as such services are provided in compliance with accepted procedures and standards of care of RWL's profession.

CONFIDENTIALITY

Any reports, information, data or studies given to or assembled by RWL under this Agreement shall be kept confidential and shall not be made available to any individual or organization without the prior written approval of Webb County.

COMPLIANCE WITH LAWS

RWL agrees to comply with all federal, state and local laws, rules, regulations and ordinances. RWL hereby represents that it has the necessary personnel required to perform the services under this Agreement. Said personnel and RWL are fully qualified to perform the services under this Contract.

INDEMNIFICATION

RWL shall fully indemnify, save and hold harmless Webb County, its officers, employees, and agents against any and all liability, damage, loss, claims, demands, and actions of any nature whatsoever that arise out of RWL's intentional or negligent acts, or acts that are directly related to:

- a) RWL's failure to fulfill any of the terms and conditions of this Agreement;
- b) any violation by RWL of any applicable federal or state laws, rules, or regulations resulting from any intentional or negligent act or omission of RWL or its agents and employees; or
- c) any intentional or negligent act(s) or omission(s) by RWL arising out of the performance of any services rendered pursuant to this Agreement.

RWL shall, at its own expense, investigate all such claims and demands, attend to their settlement or other disposition, defend all actions based thereon and pay all charges of attorneys and all other costs and expenses of any kind arising from any such liability, damage, loss, claims, demands, and actions.

This indemnification shall not be construed to require indemnification against any and all liability, damage, loss, claims, demands, and actions of any nature whatsoever which may be caused or arise from intentional or negligent act(s) or omission(s) of Webb County, its officers, employees and agents.

RWL shall maintain professional liability insurance coverage of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00).

PERSONNEL AND EQUIPMENT

RWL agrees to furnish the expertise and other basic equipment needed to provide the herein described services.

NO ENDORSEMENT

RWL shall not advertise or publish, without the Commissioners Court prior written consent,

the fact that Webb County has entered into this Agreement, except as may be necessary to comply with proper requests for information from or filing of reports of federal, state or local government agencies.

NOTICES

Notices provided herein shall be delivered to:

On behalf of Webb County to: Webb County Judge
Webb County Courthouse
1000 Houston St., Third Floor
Laredo, Texas 78040

and to: Risk Management
Webb County
1110 Washington Street, Suite 204
Laredo, Texas 78040

On behalf of RWL to: Mr. Robert W. Lazarus, President
RWL GROUP
300 N. Colt Road, Suite 810
Richardson, Texas 75080-5456

ENTIRE AGREEMENT

This agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this agreement that is not contained herein shall be valid or binding.

TIME OF THE ESSENCE

Time is of the essence with respect to performance under this Agreement.

AMENDMENT

This agreement may be amended by the mutual agreement of the parties hereto in writing and must be attached to and incorporated into this agreement.

LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or

unenforceability shall not affect any other provisions thereof and this agreement shall be constructed as if such invalid, illegal, or unenforceable provision had never been contained herein.

NON-ASSIGNABILITY

This Contract may not be assigned by any party hereto without the prior written consent of the other party.

BANKRUPTCY

In the event that RWL is adjudged bankrupt or insolvent, then any receiver, liquidator, conservator, or successor shall be bound by the rights, policies, duties, and obligations of this Agreement.

FORCE MAJEURE

Neither party shall be responsible for losses resulting if the fulfillment of any terms or provisions of this Contract are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which, by the exercise of reasonable diligence, said party is unable to prevent.

EQUAL EMPLOYMENT OPPORTUNITY

RWL agrees that during the performance of this Agreement it will be an Equal Opportunity Employer.

GOVERNING LAW

To the extent this Agreement is not governed by applicable federal laws and regulations, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue shall be Webb County, Texas.

Effective July 1, 2019 and signed on this the _____ day of July, 2019.

WEBB COUNTY

RWL GROUP

Tano E. Tijerina
Webb County Judge

Robert W. Lazarus
President

ATTEST:

Margie Ramirez Ibarra
Webb County Clerk

APPROVED AS TO FORM:

Nathan R. Bratton
Civil Legal Division*

*By law, the County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).