

## **INSURANCE CONSULTANT AGREEMENT**

**THIS AGREEMENT**, entered into this 5 day of July, 2016, by and between the County of Yadkin, NC, (hereinafter called the "Client") and W.N. Ireland Insurance Agency (hereinafter called the "Consultant") to perform insurance consulting services for Client.

### **WITNESSETH:**

**NOW, THEREFORE**, in consideration, the Client and Consultant do mutually agree to the conditions set forth as follows:

### **SERVICES INCLUDED:**

1. Consultant agrees to consult with Client regarding their Property, Liability, and Worker's Compensation insurance. Consultant will make recommendations to the Client on the best coverage to manage risk factors for the client
  - a. Review of various property, liability, and worker's compensation insurers available in the marketplace offering capable and appropriate solutions.
  - b. Upon need from market changes, prepare a Request For Proposal (RFP) to be used to solicit bids from property and liability insurers and correspond with interested parties on the Client's behalf.
  - c. Meet with county manager's office on an as needed basis to discuss risk management procedures.
  - d. Go in front of the board of commissioners on an as needed basis to address any concerns or changes.
  - e. Review of contracts and certificates of insurance.
2. Daily processing of all insurance needs including evaluate replacement cost values and inspect property purchased as needed.

3. Work with property, liability, and workers compensation insurance companies to implement risk management procedures and on site healthy habits for employees, including:
  - a. Review safety and procedural manuals.
  - b. Inform county employees on specific ways to mitigate and control risk.
4. The Consultant shall at all times remain an "Independent Contractor" with respect to the services to be performed under this Agreement.

#### **COMPENSATION:**

1. Client agrees to pay to the Consultant an annual fee of \$15,000.00 payable on or before July 10th of each year this agreement is in effect.
2. Consultant agrees that the property, liability, and workers compensation insurance product for the Client shall always be bid "**net of commission**".

#### **TERM:**

This Agreement shall be for an initial term of three (3) years commencing on July 1, 2016 . This agreement shall be renewable thereafter for additional 3 year term(s) upon notice by Client to, and acceptance by, Consultant within 90 days of any subsequent expiration date.

#### **INSURANCE:**

The Consultant agrees to maintain errors and omissions (E & O) insurance and shall present to the Client not less than annually a certificate of coverage or a copy of said insurance policy showing aggregate limits no less than \$3,000,000.

#### **PROHIBITED INTERESTS:**

The Consultant affirms that it does not have an interest that would conflict in any manner or degree with the performance of services under this Agreement.

**DISCRIMINATION PROHIBITED:**

The Consultant shall not discriminate against any person in the performance of this contract because of race, creed, sex, handicap, color, age, national origin, or familial status.

**HOLD HARMLESS:**

The Client shall not be liable for any and all claims, actions, suits, charges, attorney's fees, and judgments whatsoever arising out of the performance or nonperformance of this Agreement caused by the Consultant. The Consultant shall hold harmless, defend and indemnify the Client, its officers, agents, and employees from all such claims, actions, suits, charges, and judgments under this Agreement.

**SUSPENSION OR TERMINATION:**

Shall the Consultant fail to perform services as stated in this Agreement, Client may terminate the Agreement at any time with ninety (90) days written notice. Shall the Client fail to provide information that the Consultant deems necessary to perform its obligations as outlined in the above Agreement, Consultant may terminate this Agreement with ninety (90) days written notice.

**AMENDMENTS:**

1. The Client or the Consultant may mutually agree to amend this Agreement at any time provided that such amendments specifically reference this Agreement, and are executed in writing, signed by each party. Such amendments shall not invalidate this Agreement, nor relieve or release the Client or the Consultant from its obligations under this Agreement.
2. The Client may amend this Agreement to conform with Federal or State government guidelines or policies. If such amendment results in a change to the scope of services conducted as part of this Agreement, these modifications will be incorporated only by written amendment signed by both the Client and the Consultant.

### **ASSIGNABILITY:**

This Agreement may not be assigned without the prior written consent and approval of the Client; nor may the services be continued by a successor to the Consultant herein named without the prior written consent of the Client. Written contract or agreement shall specify any work or services subcontracted hereunder.

### **MISCELLANEOUS PROVISIONS**

1. The singular of terms used in this Agreement shall include the plural, and the masculine shall include the feminine, and vice versa.
2. A signed copy of this Agreement shall be considered as an original.
3. Service of all notices under this Agreement shall be sufficient, if given personally, by registered or certified mail, return receipt requested, and mailed to the party involved at the address and to the attention of the person set forth below, or to such other person or address as said party may provide in writing from time to time. Any such notice mailed to such address shall be effective upon the date received as shown by the return receipt or otherwise:

County of Yadkin, NC:

Lisa L. Hughes  
County Manager  
217 E. Willow Street  
P.O. Box 220  
Yadkinville, NC 27055

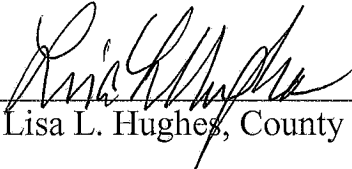
W.N. Ireland Insurance Agency:

Mark R. Brandon  
President  
113 E. Main Street  
Yadkinville, NC 27055

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.


Yadkin County, NC

Attest: Tanya Gentry


BY   
Lisa L. Hughes, County Manager

Attest: \_\_\_\_\_

W.N. Ireland Insurance Agency

BY   
Mark R. Brandon, President

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.



Digitally signed by Gary  
DN: cn=Gary, o=Finance,  
ou=Yadkin Co,  
email=ggroce@yadkincountync.g  
ov, c=US  
Date: 2016.06.28 09:43:40 -04'00'

RFP Number (if applicable): \_\_\_\_\_

Name of Vendor or Bidder: \_\_\_\_\_  
\_\_\_\_\_

**IRAN DIVESTMENT ACT CERTIFICATION  
REQUIRED BY N.C.G.S. 143C-6A-5(a)**

As of the date listed below, the vendor or bidder listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4.

The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed above to make the foregoing statement.

Mark R. Brandon

Digitally signed by Mark R. Brandon  
DN: cn=Mark R. Brandon, c=Ireland Insurance, ou, email=markbrandon@wileland.com,  
c=US  
Date: 2016.05.28 10:28:18 -0400

Signature

Date

Printed Name

Title

*Notes to persons signing this form:*

N.C.G.S. 143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 143C-6A-5(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address [www.nctreasurer.com/Iran](http://www.nctreasurer.com/Iran) and will be updated every 180 days.