



SERVICES AGREEMENT

This Agreement made by and between Raytown School District ("Client") who sponsors a risk management plan ("Plan") and CBIZ Insurance Services, Inc. ("CBIZ"), who will provide for Client one or more of the services more fully described herein and as indicated below.

CBIZ will perform the following services effective January 1, 2021:

Property and Casualty Risk Management Consulting Services (Addendum A)

The Terms of Agreement and all applicable Addendums are attached hereto. Client and CBIZ have read the Terms of Agreement and all attached Addendums and agree to be bound by their terms.

Client

Raytown School District

By: [Signature]

By: _____

Title: ASSOC SPT

Title: _____

Date: 2-15-21

Date: _____

CBIZ Insurance Services, Inc.

By: _____

Title: _____

Date: _____

TERMS OF AGREEMENT

1. **Services Provided by CBIZ.** CBIZ will perform the services selected by Client and pursuant to the services outlined on the Addendums attached hereto and made a part hereof.
2. **Relationship of the Parties.** It is understood and agreed that this Agreement does not create any employer/employee, partner or joint venturer relationship between the parties. The parties agree that the relationship between CBIZ and Client shall be that of independent contractors. As an independent contractor, CBIZ shall have the right to determine the means and methods to be used in accomplishing and providing the services to be rendered hereunder, including but not limited to outsourcing one or more services contemplated herein. Each party shall be responsible for all expenses involved in the execution of any services to be performed hereunder and shall also be responsible for all federal, state and local taxes that may be required to be paid by either party. The parties shall not have any express or implied rights or authority to assume or create any obligation or responsibility on behalf of or in the name of the other, except as may otherwise be set forth in this Agreement.
3. **Requests of Information.** Client acknowledges the importance of providing complete and accurate information to CBIZ prior to the effective date of any and all services provided hereunder. CBIZ, from time to time, will request certain information from the Client, which is necessary to enable CBIZ to adequately perform its duties hereunder. The Client shall furnish CBIZ with all information requested. CBIZ, its officers, employees and agents shall not be liable for any damages, taxes, interest, penalties, or fines incurred by the Client if all the requested information is not furnished within a reasonable time.
4. **Reliance on Client Provided Information.** All information supplied to CBIZ by the Client shall be provided in writing or in such electronic media as is acceptable to CBIZ and such information shall be true and correct to the best of the Client's belief and knowledge. CBIZ may rely on any such information furnished by authorized individual(s) of the Client and shall have no responsibility to inquire into its correctness or accuracy. CBIZ shall incur no liability for reliance on such information in the performance of its services. If the information supplied proves to be incorrect, the Client will pay CBIZ based upon then current hourly rates for the costs of all work to correct such information. The Client shall use reasonable efforts to retain duplicate copies of information or material sent to CBIZ and for taking other precautions as it deems necessary in case such information or materials are lost or destroyed, regardless of cause, or in case information reprocessing is needed for any reason.
5. **Program Administration.** The Client is solely responsible for compliance with any federal, state or local laws or regulations that may have bearing on any insurance purchased. CBIZ will execute requested transactions involving the insurance policies only after receiving the appropriate authority from the Client.

CBIZ, its officers, employees and agents will not furnish any legal, tax, or accounting advice for which its officers, employees or agents are not licensed to furnish, but will direct such questions either directly to, or through the Client. The Client bears responsibility to direct such questions to its legal counsel and accountant.

From time to time in the course of providing the services hereunder, CBIZ has and will continue to provide Client with independent industry data and information for Client and its management to materially utilize in making decisions related to Client's property and casualty insurance and related coverages. Client will be responsible for management decisions and functions, and for designating an individual who possesses suitable skill, knowledge, and/or experience, preferably within senior management, to oversee any services CBIZ may provide. Client is responsible for evaluating the adequacy and results of the services performed and accepting responsibility for the results of such services; provided, however, the aforesaid shall in no way waive, release, obviate or mitigate the obligations, covenants, responsibilities and liabilities of CBIZ under this Agreement.

6. **Limitation of Liability.** CBIZ's services under this Agreement shall be limited to the services outlined on the Addendum attached hereto. Neither CBIZ, nor its officers, employees and agents shall have any liability whatsoever for the payment of any damages, interest, taxes, fines or penalties which arise out of or are in connection with any acts or omissions of Client.

CBIZ's liability regarding processing and recordkeeping errors shall be limited only to substantiated and proven direct damages. In no event will the amount of any damages exceed the amount of the fees that have been paid by Client to CBIZ in the immediately preceding twelve (12) month period. CBIZ shall not be liable for losses incurred by Client for indirect, punitive, special or consequential damages arising out of any breach of this Agreement.

7. **Prior Acts or Omissions.** CBIZ shall not be liable for any acts or omissions with respect to the services provided hereunder, which were committed before the date of this Agreement. CBIZ shall also not be liable for any acts or omissions with respect to the services provided hereunder for the Plan which occur after this Agreement's termination, except for acts or omissions in connection with the transfer of records upon termination of this Agreement as provided in Section 14 of this Agreement.
8. **Indemnification.** Subject to the limitations stated in Section 6 above and notwithstanding any other provision to the contrary, each party to this Agreement (the "Indemnifying Party") agrees to indemnify and hold harmless the other party (the "Indemnified Party") and its officers, directors, employees, agents and affiliates from and against any and all loss, liabilities, demands, claims, actions and expenses (including, without limitation, any attorneys' fees and taxes) arising out of, or in connection with, any breach of the Indemnifying Party's responsibilities under this Agreement which are found to constitute gross negligence or willful misconduct. The provisions of this Section shall survive termination of this Agreement for a period not to exceed three years from the date of termination of this Agreement, and shall be binding on the parties' successors and assigns.
9. **Fees.** The fees for CBIZ's services performed hereunder shall be outlined on Addendum B, attached hereto and made a part hereof.
10. **Confidentiality.** Each party agrees not to disclose or use during or subsequent to termination of this Agreement, any confidential information relating to the other party's business unless such use is required in the performance of this Agreement. The parties agree and understand that confidential information is any information that is treated as confidential by either party and/or has not been made generally available to the public. Such information shall include, but not be limited to, employee information, client and customer lists, data, records, reports, computer programs, manuals, processes and methods that each party may have become privileged to during the course of this Agreement. All records and other materials related in any way to each party's business shall be and remain the respective party's property during and after the termination of this Agreement. Upon termination of the Agreement, each party shall promptly return to the other party all copies of materials involving confidential information in the other party's possession or control. The parties recognize the difficulties and related expense associated with segregating and destroying certain electronic records. The receiving party may retain electronic copies of confidential information for archival and emergency backup purposes and such retained confidential information shall remain subject to the terms of this Agreement. The parties further agree and acknowledge that they will disclose the confidential information only to those directors, officers or employees that have an absolute need to know for the purposes of the Agreement. A copy of CBIZ's privacy practices regarding Client's nonpublic personal information is available upon request. The provisions of this Section 10 shall survive the termination of this Agreement.
11. **Authorization to Disclose Client Information.** Client authorizes CBIZ to share Client information with other CBIZ affiliated companies for the limited purpose of providing other services for Client by a CBIZ affiliated company. Client further authorizes CBIZ to provide Client information to approved third party vendors who are providing services for Client; however CBIZ will not disseminate any information to any third party unrelated to CBIZ without Client's written authorization. Client agrees to indemnify and hold harmless CBIZ, its officers, directors, employees and agents against any loss, liabilities, demands, claims, actions and expenses arising out of or in connection with CBIZ providing information to any third party as authorized by Client and provided for in this Section.
12. **Ownership of CBIZ Intellectual Property.** CBIZ shall retain all rights, title to and interest in any and all intellectual property developed in connection with the provision of services and relationship contemplated by this Agreement. For purposes of this Agreement, intellectual property shall include, but not be limited to, computer software, source code and written processes and procedures.

13. **Notice.** Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and sent by registered mail, postage prepaid, addressed as follows:

CBIZ: CBIZ Insurance Services, Inc.
700 West 47th Street, Suite 1100
Kansas City, Missouri 64112
Attn: General Counsel

Client: Raytown School District
6608 Raytown Road
Raytown, Missouri 64133

If any party gives written notice of a change in address, notice to that party shall thereafter be given at the new address set forth in the notice.

14. **Term and Termination.** This Agreement is effective January 1, 2021, and will remain in effect for a three (3) year period from and after the effective date stated (the "Initial Term"). Thereafter, this Agreement shall automatically renew for additional twelve (12) month terms (each a "Renewal Term"), unless terminated earlier by CBIZ or Client with written notice ninety (90) days prior to the end of the Initial Term. In the event the Agreement is renewed for any Renewal Term(s), the Agreement may be terminated by either party with written notice ninety (90) days prior to the end of any Renewal Term. Notwithstanding the foregoing, either party may terminate this Agreement at any time upon an event of breach or default by the other party of a material term of this Agreement. Each party shall be given prompt notice of such breach or default by the other party and shall have thirty (30) days from the date of receipt of such notice to remedy and cure such default or breach. If, after such thirty (30) day period, the default or breach has not been remedied or cured, the Agreement will terminate. Upon termination, CBIZ shall have a reasonable amount of time to transfer account records information in accordance with the written instructions of the Client. CBIZ shall be entitled to receive all of the revenue due through the end of any term of the Agreement plus reasonable costs related to termination. CBIZ shall have no responsibility to release any records, plan data, electronic files or other information to Client until CBIZ has received payment in full for any compensation due and owing to CBIZ pursuant to this Section and Section 9 above.
15. **Amendment.** The terms and provisions of this Agreement and the attached Addendums may be modified or amended only by written agreement executed by the parties hereto.
16. **Waiver.** No waiver of any breach of this Agreement shall constitute a waiver of any other breach, whether of the same or any other terms of this Agreement, nor shall any delay or omission of either party's exercise of any right arising from any default affect or impair the party's rights as to the same or future default.
17. **Severability.** In case any provision of this Agreement is invalid or unenforceable, the validity and enforceability of the Agreement's remaining provisions shall not in any way be affected or impaired.
18. **Successor and Assigns.** This Agreement and all Addendums shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns. However, this Agreement shall not be assigned to any other party without the other party's written consent, which will not be unreasonably withheld. Notwithstanding the foregoing, CBIZ may assign this Agreement to a parent, subsidiary or affiliate, or to an entity acquiring substantially all of the assets of CBIZ without the consent of Client.
19. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Ohio, without regards to principles of conflicts of laws. Both parties to this Agreement hereby irrevocably submit to the jurisdiction of the courts of the state of Ohio (state or federal), with venue in Cuyahoga County, over any dispute arising out of this Agreement and agree that all claims in respect of such dispute shall be determined in such court.

20. **Entire Agreement.** This Agreement and all attached Addendum(s) contain the entire understanding between the parties with respect to the subject matter herein and supersedes any prior or contemporaneous written or oral agreement between them related to the subject matter hereof. There are no representations, agreements, arrangements or understandings, oral or written, between the parties relating to the subject matter of this Agreement, which are not fully expressed herein.
21. **Headings.** The headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions. All pronouns used in this Agreement shall be deemed to refer to the masculine, feminine or neuter gender as the context requires.
22. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Remainder of page intentionally blank]

ADDENDUM A

PROPERTY AND CASUALTY RISK MANAGEMENT CONSULTING SCOPE OF SERVICES

- ❖ Provide monthly reporting as it relates to ongoing and historical claims.
- ❖ Provide ad hoc reporting as requested by Client
- ❖ Provide claims advocacy when requested by Client
- ❖ In the event a specific risk management resource is requested by Client, an additional fee may apply.

**ADDENDUM B
FEE FOR SERVICES**

Client agrees to pay CBIZ an annual fee in the amount of Twelve Thousand Dollars (\$12,000.00), said fee to be paid in equal quarterly payments of Three Thousand Dollars (\$3,000.00) each, due on or before the first day of each calendar quarter.

CBIZ has been and will continue to be committed to acting in our client's best interest by providing services and products that meet our clients' needs as communicated to CBIZ. From time to time, CBIZ may participate in agreements with one or more insurance companies or third party vendors, in connection with the insurance related transactions, to receive additional compensation or consideration. These compensation arrangements are provided to CBIZ as a result of the performance and expertise by which products and services are provided to the client and may result in enhancing CBIZ's ability to access certain markets and services on behalf of CBIZ clients. More information regarding these agreements and the consideration received pursuant to these agreements is available upon written request.