INSURANCE AND RISK MANAGEMENT
CONSULTING SERVICES AGREEMENT
("AGREEMENT")

TO: ARIZONA SCHOOL RISK RETENTION TRUST, INC. ("TRUST")

FROM: ________________________ ("DISTRICT")

a member of the Arizona School Risk Retention Trust, Inc.

A. RECITALS

A.1 ________________________ ("District") has resolved by Resolution to join the Arizona School Risk Retention Trust, Inc. ("Trust").

A.2 The Trust desires to make the services of Authorized Insurance Representatives available to the members of the Trust, via a member of an Authorized Insurance Representative panel, established to provide services outlined in Section B, Scope of Work.

A.3 The District has authorized the Trust to recognize ________________________, as the Authorized Insurance Representative "Representative" to represent the District in the Trust.

A.4 Representative represents and warrants that it is professionally and technically qualified to perform such services.

In consideration of the recitals, mutual representations, warranties and covenants provided herein, the parties hereto agree as follows:

B. SCOPE OF WORK:

Representative shall provide the services set forth below (collectively, the “Work”):

- Assist the District in an annual review of the District’s exposures utilizing the online Exposure Summary provided by the Trust.

- Assist the District in the preparation of all underwriting data required by the Trust, and submit the necessary data to the Trust using the online Exposure Summary, by the designated due date.

- If requested by the District or the Trust:
  - Receive from the Trust the annual Proposal Acceptance Form (PAF), and review the PAF with the District.
  - Assist the Trust with programs to familiarize the District with the coverages and requirements of the Trust. Attend operational and school board meetings as necessary to answer questions and provide direction to the District concerning Trust provided coverages.
Follow-up with the Trust for the timely issuance of all documents necessary for Trust membership.

Request verifications of coverage from the Trust website to satisfy various lending institutions, mortgage holders, lessors and contracts as required by the District.

Assist the District in the review of policies, procedures, plans and manuals related to the District's risk management program.

Notify the Trust of claim or loss.

Inform the District of the need to review contracts, leases and agreements for risk of loss and indemnity provisions, insurance requirements and other risk management issues.

C. TERM

The term of this Agreement shall commence upon the execution hereof and shall terminate at the direction of the District or Trust, or as otherwise provided in Section H. TERMINATION FOR CAUSE.

D. COMPENSATION

The Trust shall annually compensate the Authorized Insurance Representative a fee of ____________________ paid by the District to the Trust as shown on the Proposal Acceptance Form.

E. INDEMNITY

Irrespective of the termination of this Agreement, Representative shall indemnify, defend, and save harmless Trust and any of its trustees, officers or employees (the "Indemnified Group"), on a current basis, from and against any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including without limitation any attorney's fees and/or litigation expenses, which may be brought or made against or incurred by any member of the Indemnified Group (i) on account of loss or damages to any property arising out of any act or omission by Representative, its employees, agents, representatives or subcontractors, (ii) for injuries to or death of any person arising out of any act or omission by Representative, its employees, agents, representatives, or subcontractors, (iii) arising in any way out of the performance of the Representative hereunder, or (iv) arising out of workers' compensation claims of employees of Representative, or unemployment disability compensation claims of employees of Representatives or out of claims under similar such laws. Representative's obligation under this Section shall not extend to any liability caused by the sole negligence of Trust. Where both Representative and Trust, including their employees, agents or representatives participated in the liability causing event, each party shall contribute to the common liability a pro rata share based upon its relative degrees of fault as established by compromise, arbitration or litigation.
F. PERFORMANCE REQUIREMENTS

Representative must provide evidence to the Trust that the Representative holds a current producer’s license to be a member of the Authorized Insurance Representative panel. Additionally, Representative shall attend a Trust training prior to being included on the panel.

Representatives must attend one Trust educational webinar per year, which will provide an overview of the Exposure Summary, programs, and coverages.

Representative must conduct at least one in-person visit per year to each district for which the Representative is the Authorized Insurance Representative.

Representative shall, in performing and completing the Work:

- Act solely as an independent contractor. Representative is neither an employee nor an agent of the Trust or District.
- Provide and be responsible for suitably trained and skilled personnel.
- Perform work in a safe manner.
- Not subcontract any part of the Work without prior written approval by the Trust and District.
- Comply with all applicable codes, standards, regulations, and laws, and obtain and pay for all licenses and permits necessary to perform the Work.

G. PROFESSIONAL RESPONSIBILITY

Representative shall use those efforts which a skilled, competent, experienced, and prudent professional would use to perform and complete the requirements of this Agreement in a timely manner conforming to the standard and quality generally recognized and accepted with the profession throughout the State of Arizona.

H. TERMINATION FOR CAUSE

The Trust may declare this Agreement canceled for cause by providing the Representative thirty (30) days advance notice in writing should at any time Representative, (1) refuse to supply adequate staff of personnel (as determined by the District), (2) fail to properly perform the scope of work in a timely and professional manner (as determined by the Trust), (3) breach any obligation under this Agreement (as determined by the District or Trust).

I. LAWS AND REGULATIONS

The parties and each of their respective employees shall at all times comply with all applicable State, and Federal, ordinances, statutes, rules, and regulations including those relating to wages, hours, discrimination and safety (including OSHA). This Agreement shall incorporate by reference all laws governing the mandatory contract provisions of state agencies and political subdivisions required by statute, administrative code, or executive order.
Cancellation for Conflict of Interest. This Agreement may be canceled pursuant to A.R.S. § 38-511.

J. CONFIDENTIALITY

Representative shall neither disclose nor release any data, information, or other material gathered pursuant to this Agreement to any third party without the prior written consent of the District and the Trust.

K. TESTIMONY

Should Representative be required to testify at or submit information to any judicial or administration hearing concerning matters in any way related to the Work, Representative shall inform the District and the Trust, in writing, of all information likely to be disclosed by Representative at said hearing as well as Representative's position thereon. To the extent permitted by law, should Representative be required by a third party to testify at any judicial or administrative hearing concerning the subject matter of this Agreement, Representative shall notify Trust as to the date and time of such hearing and shall inform Trust in advance of its expected testimony.

L. GOVERNING LAW AND VENUE

This Agreement shall be interpreted in accordance with the substantive and procedural laws of the State of Arizona. Any action at law or judicial proceeding instituted by Representative for the enforcement of this Agreement shall be instituted only in the State courts of the State of Arizona.

M. ASSIGNMENT

Representative shall not assign its rights, duties or obligations under this Agreement without the prior written consent of Trust and District.

N. WAIVER

The failure of the District or the Trust to insist upon strict performance of any of the provisions of this Agreement or to exercise any rights or remedies provided by this Agreement, or Trust's delay in the exercise of any such rights or remedies shall not release Representative from any of its responsibilities or obligations imposed by law or by this Agreement and shall not be deemed a waiver of any right of the District or the Trust to insist upon strict performance of this Agreement.
O. EXECUTION DATE

The parties have caused this Agreement to be executed by their duly authorized representatives, this ___ day of ________________________, 20___.

REPRESENTATIVE

SIGNATURE: _________________________________

NAME: ____________________________________

TITLE: Authorized Insurance Representative

ARIZONA SCHOOL RISK RETENTION TRUST, INC.

SIGNATURE: _________________________________

NAME: ____________________________________

TITLE: ____________________________________

DISTRICT

SIGNATURE: _________________________________

NAME: ____________________________________

TITLE: ____________________________________