

SERVICE AGREEMENT

BETWEEN THE

DEKALB COUNTY SCHOOL DISTRICT

AND

**Edgewood Partners Insurance Center d/b/a EPIC Insurance Brokers
and Consultants**

Service Provider: EPIC Insurance Brokers and Consultants

Project Name: Insurance Producer Services for Property and Casualty Insurance

**Address: 2405 Satellite Blvd, Suite 200
Duluth, GA 30096**

RFP No.: 22-490

Description: Insurance Producer Services for Property and Casualty Insurance

THIS INSURANCE PRODUCER SERVICES FOR PROPERTY AND CASUALTY INSURANCE AGREEMENT and the below referenced documents attached as Exhibits (hereinafter the "Service Agreement") is made and entered into by and between the DeKalb County School District (hereinafter the "DCSD") whose address is 1701 Mountain Industrial Boulevard, Stone Mountain, Georgia 30083 and Edgewood Partners Insurance Center d/b/a EPIC Insurance Brokers and Consultants (hereinafter the "Service Provider") whose physical address is 2405 Satellite Blvd, Suite 200, Duluth, GA. 30096. DCSD and Service Provider are referred to herein collectively as the "Parties" and individually as a "Party."

WHEREAS, Service Provider is qualified as an insurance broker to provide consultation services regarding complex insurance matters and sophisticated risk management; and

WHEREAS, the DCSD has solicited for these services via an advertised request for proposal and has received responsive proposals thereto; and

WHEREAS, after review and consideration of all responsive proposals, DCSD intends to engage the Service Provider to provide certain services, as set forth herein; and

WHEREAS, the Service Provider remains agreeable to provide DCSD the services and represents that it is competent, qualified, capable, and prepared to do so according to the terms and conditions stated herein;

The Service Agreement consist of:

- a. This Service Agreement (Agreement for Services);
- b. Request for Proposal (RFP) No. 22-490 (**Exhibit A**);
- c. The Service Provider's Proposal to the above-numbered RFP, including pricing, and any applicable Scope of Services and any applicable Payment and Payment Terms Schedule attached except that objections or amendments by Service Provider that have not been explicitly accepted by DCSD in writing in this Service Agreement shall not be included in this Service Agreement and shall be given no weight or consideration; (**Exhibit B**);
- d. Board Directive from the Superintendent and originally dated August 10, 2022 (**Exhibit C**); and
- e. Notice of Award dated August 16, 2022 (**Exhibit D**);

This Service Agreement together with Exhibits "A" through "D," which are incorporated herein by this reference, collectively forms **the Service Agreement**. All prior and contemporaneous negotiations and Service Agreements between the Parties on the matters contained in this Service Agreement are expressly merged into and superseded by this Service Agreement. DCSD shall not be bound by any additional terms and conditions, including but not limited to, terms and conditions related to any provided service or good, limitations of the Service Provider's liability or any other third party's liability, limitation of warranties, packaging, invoices, service catalog, brochure, technical data sheet, electronic disclosures, electronic Service Agreements, or other document which attempts to impose any conditions at variance with or in addition to the terms and conditions of this Service Agreement.

Any inconsistency or conflict among the specific provisions of this Service Agreement shall be resolved as follows:

- a. First, by giving preference to the specific provisions of this Service Agreement and any change orders or modifications issued after execution of this Service Agreement;

- b. Second, by giving preference to the specific provisions of the RFP attached hereto as **Exhibit "A;"**
- c. Third, by giving preference to the specific provisions of Service Provider's Proposal, including pricing and any applicable Scope of Services and any applicable Payment and Payment Terms Schedule attached hereto as **Exhibit "B,"** except that objections or amendments by Service Provider that have not been explicitly accepted by DCSD in writing in this shall not be included in this Service Agreement and shall be given no weight or consideration.

NOW, THEREFORE, in consideration of the mutual promises, covenants and Service Agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, DCSD and the Service Provider agree as follows:

ARTICLE 1

PARTIES TO THE SERVICE AGREEMENT

The DCSD's address and its contact person are:

DeKalb County School District
1701 Mountain Industrial Boulevard
Stone Mountain, Georgia 30083

Attention: Ginton R. Darien, Jr., Director of Risk Management

Phone: 678-676-0403

Fax: 678-676-0405

Email: Ginton_Darien@dekalbschoolsga.org

With a copy to:

DeKalb County School District
1701 Mountain Industrial Boulevard
Stone Mountain, Georgia 30083

Attention: Dr. Vasanne Tinsley, Interim Superintendent

The Service Provider's contact information is:

Company Name: EPIC Insurance Brokers and Consultants

Address: 2405 Satellite Blvd., Suite 200
Duluth, GA 30096

Contact Person: Ms. LaToya Cotton-Robinson

Title: Account Executive
Phone: 678-205-5949
Email: latoya.cotton@epicbrokers.com

With a copy to: Stephen Adkins, Chief Operating Officer
EPIC Insurance Brokers and Consultants
2405 Satellite Blvd., Suite 200
Duluth, GA 30096

Any notice or consent required to be given by or on behalf of any Party hereto to any other Party hereto shall be in writing and shall be sent to DCSD or to the Service Provider by (a) registered or certified United States mail, return receipt requested, postage prepaid, (b) personal delivery, or (c) overnight courier service. All notices sent to the above addresses shall be binding unless said address is changed, and provided in writing to the other Party, no less than fourteen days before such notice is sent.

ARTICLE 2

DURATION OF AGREEMENT

- 2.1 **Agreement Term.** The term of this Service Agreement begins on August 30, 2022 (hereinafter the "Effective Date"). The performance period for this Service Agreement is one (1) year from the Effective Date.
- 2.2 **Agreement Renewal.** In addition to the base period of one (1) year, there are four (4) one-year optional renewal terms (each a "Renewal Term") to be exercised at the sole discretion and approval of DCSD. Additionally, as required by O.C.G.A. § 20-2-506, this Service Agreement shall terminate absolutely and without further obligation on the part of DCSD at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed, but shall be automatically renewed for each subsequent calendar year during the term unless DCSD terminates this Service Agreement, by providing Service Provider with thirty (30) days advance notice of termination prior to the end of the calendar year. Renewal will depend upon the best interests of the DCSD, funding, and Service Provider's performance subject to the other termination methods available to the DCSD herein.
- 2.3 **Total Obligation.** Pursuant to O.C.G.A § 20-2-506(b), DCSD's total obligation under this Service Agreement is as follows:
- 2.3.1 - The \$150,000 total annual flat fee rate ("Flat Fee") shall be paid to Service Provider, on a quarterly basis. This same Flat Fee rate will be paid during the initial one (1) year term, and any Renewal Term, on a quarterly basis. No commission payment(s) will be made by DCSD to Service Provider in addition to the Flat Fee.

ARTICLE 3

SCOPE OF SERVICES

3.1 DCSD does hereby retain Service Provider to furnish those services and to perform those tasks (collectively, the "Services") as further described in (i) the DCSD's Request for Proposal 22-490, to include all attachments and addenda, attached hereto as Exhibit "A" and incorporated herein by reference; and (ii) the Service Provider's final responsive thereto, attached hereto as Exhibit "B" and incorporated into this Service Agreement by this reference. A complete copy of the Scope of Work section of RFP 22-490, to include the Service Provider's final responsive proposal, is attached as Exhibit "B" and made a part of this Service Agreement.

3.2 Service Provider shall be solely responsible for the professional quality, accuracy, competence, methodology, and the coordination of all Services performed pursuant to this Service Agreement.

3.3 DCSD's review, approval, or acceptance of any of the Service Provider's services shall not be construed to: (i) operate as a waiver of any rights the DCSD possesses under this Service Agreement; or (ii) waive or release any claim or cause of action arising out of the Service Provider's performance or nonperformance of this Service Agreement. The Service Provider shall always remain liable to the DCSD in accordance with applicable law for any and all damages to the DCSD caused by the Service Provider's breach of this Service Agreement.

3.4 The Service Provider shall, if requested, provide a claims audit of workers' compensation and liability files through a claims advocate that can provide audits using criteria that is specific to schools and the line of coverage. Depending on the scope of the audit, a fee may be charged by the Service Provider in addition to the Flat Fee.

3.5 The Service Provider will assist, through its own claims staff, with the submission of a claim to an insurance carrier and with the record keeping of those claims for future reference as needed for any renewal review, the cost of which is included in the Flat Fee. DCSD will handle in-house the claims administration; however, the Service Provider agrees to provide technical expertise in all aspects of the claims discipline. This includes, but is not limited to, intervening on claims involving coverage issues and reservation of rights letters and advocate on DCSD's behalf if there is a dispute regarding the extent or value of the loss.

3.6. At no cost in addition to the Flat Fee, the Service Provider will aid, if requested by DCSD, with the review, and analysis of potential claims, and provide recommendations regarding whether claims should be submitted to the insurance carrier.

3.7 The Service Provider shall assist with the processing of special event insurance policy requests from schools within DCSD and departments internal to DCSD, the cost of which is included in the Flat Fee. Such special events may be related to graduation ceremonies, prom events, insurance required by landlord, field trip insurance, etc. The schools/department will pay the premium required for the special event insurance policy.

3.8 The Service Provider will assist with obtaining the required public bond for the Superintendent and any renewal thereof, the cost of which is included in the Flat Fee. DCSD will pay the cost of the bond itself.

3.9 At no cost in addition to the Flat Fee, the Service Provider shall recommend, review and understand DCSD's insurance specifications.

3.10 The Service Provider will assist with questions and inquiries regarding risk reduction and loss prevention, the cost of which is included in the Flat Fee.

3.11 The Service Provider shall assist with issuing any Certificates of Insurance, requested from DCSD by third parties, or needed by DCSD to provide to third parties, the cost of which is included in the Flat Fee.

3.12 At no cost in addition to the Flat Fee, the Service Provider will advise DCSD annually which insurance policies should be renewed through the existing insurer and which should be renewed competitively in order to optimize stability and long-term premium costs.

3.13 At no cost other than the Flat Fee, the Service Provider shall produce to DCSD annually the results of inquiries throughout the insurance marketplace of quotes for insurance even if the recommendation is to renew through the existing insurer.

3.14 The Service Provider shall consult with DCSD designated staff to formulate a marketing strategy that focuses on delivering a cost-effective risk management strategy and structure based on current market conditions, the cost of which is included in the Flat Fee.

3.15 At no cost other than the Flat Fee, the Service Provider shall work with DCSD staff on loss prevention and cost cutback plans.

3.16 The Service Provider will meet DCSD's schedules for submissions and other work products, the cost of which is included in the Flat Fee.

3.17 The Service Provider shall procure quotes for expiring insurance policies in adequate time for them to be evaluated and properly approved in a timely fashion, the cost of which is included in the Flat Fee. Service Provider agrees to monitor the expiration date of existing insurance policies and provide DCSD's Risk Management Department with a formal report. The target date for submission of this formal report shall be three months in advance of the renewal date. If this is not feasible, then the Service Provider agrees to communicate in writing the reasons it is not feasible and must provide a firm commitment as to the date the report will be delivered.

3.18 At no cost other than the Flat Fee, the Service Provider will suggest innovative coverage and risk financing solutions to reduce DCSD's costs.

3.19 The Service Provider shall identify and approach potential insurance markets that may be interested in providing DCSD with a quote, the cost of which is included in the Flat Fee.

3.20 At no cost other than the Flat Fee, the Service Provider will assist in completing any necessary insurance applications, based on information and data provided by DCSD.

3.21 The Service Provider shall stay in contact with underwriters and DCSD's Risk Management Department to answer questions and sell DCSD to carriers, the cost of which is included in the Flat Fee.

3.22 The Service Provider will obtain, analyze and document to DCSD all quotes and declinations the Service Provider receives, the cost of which is included in the Flat Fee. The Service Provider shall submit a record of all insurance markets approached, the responses by each insurer, and the reason for all declinations if known.

3.23 At no cost other than the Flat Fee, the Service Provider shall prepare and present in writing and verbally a formal insurance proposal with the top five (5) quotes received and listing of responses for

all other carriers approached. The proposal shall include an analysis of how the Service Provider ranked the competitive quotes. When competitive proposals are obtained and submitted, Service Provider agrees to provide an analysis of each as to quality of the insurance policy and the cost effectiveness.

3.24 The Service Provider will follow-up to bind coverage and obtain the insurance policies that are accepted by DCSD, the cost of which is included in the Flat Fee. Once coverage is bound, the Service Provider will coordinate claims review sessions with insurance carriers, monitor carrier strength and service, and assist DCSD with any new insurance or risk management issues that may arise.

3.25 The Service Provider shall provide annually, by February 10th of each year, an estimate, based upon the current insurance market trends, of the anticipated renewal cost of each insurance policy serviced by the Service Provider, the cost of which is included in the Flat Fee.

3.26 At no cost other than the Flat Fee, the Service Provider shall identify risks faced by DCSD and formulate suggested strategy for reduction of those risks by means other than the purchase of insurance. Specifically, the Service Provider shall develop risk transfer solutions that make use of other forms of capital rather than that of insurance companies.

3.27 The Service Provider shall provide mitigation of loss services to DCSD, at no cost in addition to the Flat Fee.

3.28 At no cost in addition to the Flat Fee, the Service Provider shall provide its Property Risk Engineering services to DCSD. Service Provider's Property Risk Engineers have specific expertise, which will benefit DCSD, in the areas of fire, hazard, life, safety, sprinkler leakage, as well as other areas.

3.28 The Service Provider will assist with any appraisal requests, or inspections sought by insurance carriers for DCSD, the cost of such assistance is included in the Flat Fee.

3.29 At no cost in addition to the Flat Fee, the Service Provider shall assist with evaluating requests from various departments within DCSD for an insurance coverage analysis of proposed or active purchases of property, equipment, trailers, pods, land, devices, vehicles or buildings within the District's property insurance policy.

3.30 The Service Provider will produce several self-study training programs for DCSD, which are designed to assist DCSD in workplace safety education and training, the cost of which is included in the Flat Fee.

3.31 At no cost in addition to the Flat Fee, the Service Provider shall provide, if requested by DCSD, services such as exposure identification, loss control/safety, loss development and trending analysis, estimates of "maximum foreseeable loss" and "Probable Maximum Loss," and training in risk and loss control.

3.32 The Service Provider shall assist DCSD by reviewing DCSD's buildings and classify, for those which have not yet been classified, according to the standard ISO Construction Codes, the cost of which is included in the Flat Fee.

3.33 At no cost in addition to the Flat Fee, the Service Provider will submit an insurance marketing plan in advance of quote solicitations.

3.34 The Service Provider agrees that once it has obtained a policy of insurance for DCSD, then it will fulfill all the duties and responsibilities that are standard for the industry or required by insurance, at

no additional cost to DCSD other than the Flat Fee.

3.35 The Service Provider will provide any needed transition services, or any additional services set forth in the Service Provider's response to RFP 22-490, that were offered for inclusion in the Flat Fee rate.

ARTICLE 4

COMPENSATION

4.1 The Service Provider agrees that the compensation for all services under this Service Agreement shall be the Flat Fee outlined in Article 2.3.1, unless specifically stated to the contrary in the Article 3. There shall be no add-on charges of any kind, unless specifically stated within this Service Agreement.

ARTICLE 5

WORKING RELATIONSHIP

5.1 The Service Provider will function in cooperation with the DCSD's designated representative, which is set forth in Article 1 of this Service Agreement. The Service Provider will consult with the DCSD's representative before finalizing recommendations or taking action at Program milestones or other key decision points. The Service Provider shall fully cooperate with the DCSD and, if applicable, the DCSD's representative or designee. Such cooperation shall include, without limitation, providing any requested information to the DCSD's representative and advising, meeting with, consulting with, and coordinating with the DCSD's representative.

5.2 The DCSD shall have the right, at its sole discretion, to demand and require the Service Provider to remove any employee or subcontractor working for the Service Provider on the Program and to replace the employee or subcontractor without cost or liability to the DCSD.

5.3 For purposes of safety and otherwise, the Service Provider, at all times, shall ensure its ability to thoroughly and clearly communicate, in any and all necessary languages, with the DCSD representative and with the Service Provider's employees, agents, representatives, and subcontractors. The Service Provider agrees to employ one or more supervisory-level personnel capable of thoroughly and clearly communicating, in any and all necessary languages, with the DCSD's representative and with the Service Provider's employees, agents, representatives, and subcontractors, and that such supervisory-level and language-capable personnel shall be stationed at and assigned to the location(s) or site(s) where, and at all times when, any and all work or services under this Service Agreement shall be performed.

5.4 The Service Provider shall ensure that any and all electronic devices, computers, software, hardware, equipment and other similar and related items that are utilized by the Service Provider, or any entity or person under the Service Provider's supervision or control, do not harm, or allow harm, to the DCSD's computers, systems, networks, and technology. The Service Provider shall take any and all measures possible to protect the DCSD's computers, systems, networks, and technology from viruses and other malicious codes.

ARTICLE 6

INVOICING AND AGREEMENT PRICE

6.1 **Invoices.** The Service Provider shall submit invoices, to DCSD, for services rendered pursuant to Article 2.3.1. and Article 3. Invoices will be paid by DCSD within thirty (30) days after receipt of the invoice from the Service Provider. All invoices shall be submitted by Service Provider shall be submitted to: Mr. Ginton R. Darien, Jr, Director of Risk Management, DeKalb County School District, 1701 Mountain Industrial Boulevard, Stone Mountain, Georgia, 30083.

6.2 **Agreement Price.** DCSD shall pay, and the Service Provider shall accept, as full and complete payment for the Contractor's timely performance of its obligations hereunder the fixed price listed in Section 2.3.1. The price set forth in Paragraph 2.3.1 shall constitute the Agreement Price, which shall not be modified except where evidence acceptable to DCSD of changed market conditions and indices is produced. Any such proposed price escalation /de-escalation must be presented in writing with substantiating proof to DCSD, for approval, a minimum of ninety (90) days prior to taking effect.

ARTICLE 7

CANCELLATION OR TERMINATION BY DCSD

7.1 DCSD reserves the right to cancel or terminate this Service Agreement at any time for any reason, with notice in writing to the Service Provider. In the event of cancellation or termination, the DCSD shall pay to the Service Provider all compensation earned for actual services rendered. Any cancellation or termination by DCSD shall be effective within thirty (30) business days of the receipt of such cancellation or termination to Service Provider by DCSD.

7.2 Upon termination of this Service Agreement, the Service Provider shall:

- 7.2.1 Cease work under the Service Agreement and take all necessary or appropriate steps to limit disbursements and minimize costs
- 7.2.2 Immediately cease using and return to the DCSD, any personal property or materials, whether tangible or intangible, provided by the DCSD to the Service Provider
- 7.2.3 Cooperate in good faith with the DCSD and its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor(s); and
- 7.2.4 Immediately return to the DCSD any payments made by the DCSD for Services that were not delivered or rendered by the Service Provider.

ARTICLE 8

INDEPENDENT CONTRACTOR

8.1 The Service Provider and its employees shall perform as an independent contractor and not an employee or representative of the DCSD. The Service Provider retains sole and exclusive liability for all contributions, taxes or payments required to be made on account of the Service Provider's employees under federal or state income tax laws, unemployment and workers' compensation acts, social security acts, and all other legislation requiring employer contributions or withholdings.

8.2 The Service Provider shall maintain strict discipline among all personnel employed at DCSD, nor shall any person employed on any Program site have in his or her possession any drugs, alcohol or firearms. Unprofessional conduct, including but not limited to horseplay, wrestling, and fighting, shall not be permitted or allowed. No employee, subcontractor or representative of the Service Provider shall use any tobacco product while at any Program site, on any property owned by DCSD or at any function or event sponsored by or held on behalf of DCSD.

8.3 The Service Provider agrees that the Service Provider is not an employee of DCSD for purposes of the Patient Protection and Affordable Care Act, 42 U.S.C. § 18001, et seq. ("ACA"), or for any other purpose. The Service Provider agrees that the Service Provider will be responsible for reporting requirements under the ACA and certifies that the Service Provider has their own individual health plan coverage. The Service Provider agrees that the Service Provider shall make the necessary federal, state, and local filings and returns as required by law at the appropriate times, including, but not limited to, federal, state, and local income tax (including estimates), filings and returns required by the Self-Employment Contribution Act, and any other filing or return, required by federal, state, or local government. With respect to ACA compliance obligations, Service Provider acknowledges and agrees that:

- Service Provider is responsible for filing Form 1094-C and Form 1095-C with respect to all assigned workers assigned to DCSD;
- Service Provider is responsible for compliance with Internal Revenue Code Section 4980H with respect to assigned workers;
- If requested by DCSD in connection with any governmental audit or inquiry, Service Provider will cooperate in furnishing DCSD with detailed information on assigned workers as reasonably needed for DCSD to respond to such audit or inquiry, and at no additional charge;
- Service Provider will offer health plan coverage to assigned workers (and their dependents) that complies with the ACA's minimum value and affordability requirements and, during the term of their staffing Service Agreement; and
- In addition to any existing indemnification obligations set forth in Article 20, herein, Service Provider agrees to reimburse DCSD for any penalty or tax imposed against DCSD with respect to any assigned worker, and to indemnify and hold harmless DCSD against all liabilities, penalties and fees that may be imposed upon DCSD, under Internal Revenue Code Section 4980H(a) or (b); *provided* that DCSD will provide prompt notice to Service Provider of its receipt of any notice of assessment of penalty or taxes under Code Section 4980H and Service Provider will cooperate fully with DCSD in contesting such assessment and accepting responsibility for its assigned workers.

ARTICLE 9

RESPONSIBILITY FOR SERVICES

9.1 In the performance of this Service Agreement, the Service Provider warrants that it shall consistently render its best efforts and shall exercise that degree of skill and care which others would exercise in like circumstances and that its Services will be performed without errors or omissions. Service Provider shall be responsible for the accuracy of its Services and any error and/or omission made by the Service Provider in any work under this Service Agreement. Services performed by the Service Provider shall be subject to review and acceptance in stages as required by the DCSD. Acceptance shall not relieve the Service Provider of its professional obligation to correct, at Service Provider's own expense, any errors in the S.

9.2 If Services performed by the Service Provider fail to meet the standards set forth in Paragraph 9.1, the DCSD may elect to have the Service Provider re-perform, or cause to be re-performed, at no cost to the DCSD any of the Services which fail to meet said standards where: (i) such failure appears during the performance of the Service Provider's Services or within one year from the date of completion of the Service Provider's Services, and (ii) the DCSD notifies Service Provider of any such failure within sixty (60) days of the time that the failure becomes apparent. This Paragraph 9.2 shall not be interpreted to limit the right of the DCSD to pursue and obtain any and all other remedies against the Service Provider at law or in equity.

9.3 Service Provider warrants that any goods to be produced to or delivered to DCSD during the course and scope of work for this Program will be of merchantable quality, free from defects in materials and workmanship.

9.4 DCSD acknowledges that the Service Provider shall be entitled to rely on the accuracy and currency of information supplied by the DCSD or by any of the DCSD's contractors or consultants, or available from generally accepted reputable sources.

9.5 DCSD MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED.

ARTICLE 10

OWNERSHIP OF WORK PRODUCT

10.1 Any reports, recommendations, estimates, specifications, drawings, technical data, sketches, computer software, and all other information developed, created, procured or requested by the Service Provider in connection with its performance under this Service Agreement (the "Information") shall be the property of the DCSD. In entering into this Service Agreement, the Service Provider hereby transfers to the DCSD all right, title, and interest, including the copyright, in and to the Information.

10.2 Any reports, recommendations, estimates, specification, drawings, technical data, sketches, computer software, and all other information developed by equipment vendors or other third parties that relate to the Program shall be the property of the DCSD. This provision shall not act to transfer rights of DCSDs of standard software or specification packages for which copyright is retained by the developer.

10.3 All original technical data, evaluations, reports and other work product of the Service Provider shall be delivered to the DCSD upon the completion, cancellation or termination of Services under this Service Agreement within three (3) business days of such completion, cancellation or termination. The Service Provider may retain one (1) copy of all documents produced by the Contractor for its permanent file.

ARTICLE 11

ACCOUNTING AND RECORDS

11.1 The Service Provider shall maintain a system of accounting and record keeping for all Services. Further, the Service Provider will allow the DCSD's inspection of necessary supporting receipts and documentation for audit purposes for a period of six (6) years after completion of Services provided under this Service Agreement.

ARTICLE 12

COMPLIANCE WITH LAWS

12.1 The Service Provider shall comply with all federal, state and local laws, regulations, ordinances, and DeKalb County Board of Education policies that are in any way applicable to the performance of its Services under this Service Agreement including but not limited to laws governing health, safety, the protection or preservation of the environment, and occupational licensing.

ARTICLE 13

EQUAL EMPLOYMENT OPPORTUNITY

13.1 The Service Provider will not discriminate against any worker, employee or applicant for employment because of race, color, religion, sex, national origin, age, citizenship status, veteran status, sexual orientation or handicap. The Service Provider will take affirmative action to ensure that applicants are employed, and that workers are treated during employment, without regard to their race, color, religion, sex, national origin, age, citizenship status, veteran status, sexual orientation or handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

ARTICLE 14

CONTINGENCY FEES

14.1 The Service Provider represents that it has not employed and shall not employ any person other than its own principals and employees to solicit this Service Agreement or any contract with the DCSD, and that it has not and shall not pay any person other than its own principals and employees any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Service Agreement or any other contract with the DCSD

ARTICLE 15

SUBCONTRACTORS

15.1 Service Provider shall manage all work and Services performed under this Service Agreement. Upon the DCSD's prior written consent, the Service Provider may subcontract all or part of the Services to be provided. In such event, the rights and obligations of the Service Provider and the DCSD will not be diminished.

15.2 All of the Service Provider's Subcontractors shall be directly responsible to Service Provider and shall be under the Service Provider's direct supervision. The Service Provider shall be as fully responsible and accountable to the DCSD for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by Subcontractors in the performance of Services under this Service Agreement as the Service Provider is for the acts and omissions of persons it directly employs. Other than the DCSD being a third-party beneficiary to any Service Agreement between the Service Provider and its Subcontractors, no other contractual relationship between DCSD and any subcontractor is created by any provision contained in this Service Agreement.

15.3 If the Service Provider utilizes Subcontractor(s) with respect to this Service Agreement then the Service Provider will require Subcontractor(s) to comply with all terms and conditions of this Service Agreement including, but not limited to the insurance requirements. The Contractor shall require all Subcontractors to supply a certificate of insurance as required herein before the Subcontractor commences any work.

ARTICLE 16

SUCCESSORS AND ASSIGNS

The Service Provider shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the DCSD. Subject to the provisions of the immediately preceding sentence, each Party hereto binds itself, its successors, assigns and legal representatives to the other and to the successors, assigns and legal representatives of such other Party.

ARTICLE 17

INSURANCE

17.1 The Service Provider and all Subcontractors shall maintain insurance in the types and coverage amounts shown below, which insurance shall provide coverage for Service Provider during the term of this Service Agreement. Prior to the date the Service Provider signs this Service Agreement, the Service Provider shall provide the DCSD with (i) an endorsement from the insurer naming the DeKalb County School District and The DeKalb County Board of Education as an additional insured under the liability policies and (ii) certificate(s) verifying that these insurance coverages and limits are in force. Additional certificates of insurance shall be provided whenever individual policies are renewed (or replaced) on their anniversary date and at such other times as the DCSD requests.

17.2 If the Service Provider is a joint venture involving two (2) or more entities, then each independent entity shall satisfy the limits and coverages specified below or the joint venture will be a named insured under each respective policy specified.

17.3 The insurance requirements of this Service Agreement are:

Type of Insurance	Coverage Limits
Workers Compensation	\$1,000,000
Employer's Liability	\$1,000,000 annual aggregate
Comprehensive General Liability Including Contractual Liability, Bodily Injury and Property Damage	\$2,000,000 annual aggregate \$1,000,000 per occurrence
Comprehensive Auto Liability Bodily Injury and Property Damage Covering Owned, Hired and Non-Owned Autos	\$2,000,000 annual aggregate \$1,000,000 per occurrence

17.4 The Service Provider waives all rights, including rights of subrogation, against the DCSD and its respective directors, officers, partners, Board Members, officials, agents, insurers, subcontractors, consultants and employees for damages covered by any type of insurance during and after the completion of the Work.

- 17.5 Certificates of Insurance must be executed with the following provisions:
- (a) Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Service Agreement;
 - (b) Certificates to contain the project number, location of property, name of property and operations information to which the insurance applies;
 - (c) Certificates are to be issued to:
DeKalb County School District
DeKalb County Board of Education
1701 Mountain Industrial Blvd.
Stone Mountain, GA 30083
Attention: Risk Management Department
 - (d) Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to the DCSD.
 - (e) Service Provider shall be responsible and have the financial wherewithal to cover any deductibles or retentions included on the certificate of insurance.

ARTICLE 18

ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT OF 2011

18.1 The Illegal Immigration Reform and Enforcement Act of 2011 applies to and is a requirement for all DCSD Contracts for physical performance of services (i.e. public works contracts).

18.2 Service Provider's compliance is set forth in Exhibit "B". The Service Provider warrants and represents that evidence of the Service Provider and their subcontractor(s)' compliance by completing the following forms is included in Exhibit "B" and incorporated herein as reference:

- (a) Immigration and Security Certification
- (b) Contractor Affidavit

- (c) Subcontractor Affidavit
- (d) Sub-Subcontractor Affidavit

ARTICLE 19

TERMINATION FOR CAUSE

19.1 Either Party hereto may terminate this Service Agreement upon giving seven (7) days prior written notice to the other Party in the event that such other Party substantially fails to perform its material obligations set forth herein. Any Party seeking to terminate this Service Agreement for cause shall, as a condition precedent to the termination of this Service Agreement, provide the other Party written notice specifically describing its failure to perform its material obligations and allow that Party thirty (30) days after receipt of the notice in which to cure any performance deficiency.

ARTICLE 20

INDEMNIFICATION

20.1 The Service Provider agrees to hold harmless and indemnify the DCSD, its Board, officers, employees and representatives (herein "Released Parties") from and against any and all liability, claims, actions, causes of action, losses, damages, demands, suits, judgments, costs and expenses arising out of bodily injury (including death) to persons, damage to property, or financial loss, including, but not limited to, any and all costs, expenses, legal fees and liabilities, incurred in and about investigation, defense or prosecution thereof, to the extent caused in whole or in part by a negligent act, error or omission of the Service Provider or any subcontractor(s), or as a result of defective Services under this Service Agreement.

20.2 The Service Provider further agrees to release, indemnify, defend and hold harmless the Released Parties from any and all claims, demands, rights, liabilities and causes of action inuring to the Service Provider from events over which the Released Parties exercise no control. The Service Provider further agrees to indemnify, defend and hold harmless the Released Parties from any and all claims, demands, rights, liabilities and causes of action arising out of DCSD's performance under this Service Agreement.

ARTICLE 21

AGREEMENT ADMINISTRATION

21.1 DCSD and the Service Provider have each appointed certain individuals whose names and phone numbers appear in Article 1 to be their respective representatives in the administration and performance of this Service Agreement. The DCSD's representative shall have no power or authority to change this Service Agreement, or to execute or agree to any change orders. The DCSD may change its representative or declare a designee by written notice to the Service Provider.

21.2 To be binding against the DCSD, and as a condition precedent thereto, any addition, deletion or modification to the terms of this Service Agreement must be in writing and signed by the DCSD. The Service Provider acknowledges that the DCSD does not, and will not be deemed to, waive this condition precedent under any circumstances.

21.3 Failure of the DCSD or the Service Provider to insist in any one or more instances on performance of any of the terms and conditions of this Service Agreement, or to exercise any right or privilege contained in this Service Agreement or the waiver of any breach of the terms and conditions of

this Service Agreement, shall not be considered as creating or constituting a waiver of any such terms, conditions, rights or privileges, and the same shall continue and remain in force and effect.

21.4 The Service Provider and the DCSD will adhere to all applicable health and safety laws, rules and regulations including Occupational Safety and Health Administration's ("OSHA") Rules and Regulations effective at the time the work was performed.

21.5 This Service Agreement shall be governed by the laws of the State of Georgia.

ARTICLE 22

PUBLIC RECORDS

22.1 The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. Section 50-18-70 et seq., require procurement records and other records to be made public unless otherwise provided by law.

ARTICLE 23

FORCE MAJEURE

23.1 The Parties will not be responsible or liable in any way for delay or failure to perform their obligations under this Service Agreement during any period which performance is prevented or hindered by conditions reasonably beyond its control, acts of God, fire, flood, and other unusually adverse weather conditions, war, embargo, explosions, riots, laws, rules, regulations and order of any governmental authority.

ARTICLE 24

CAPTIONS

24.1 The headings in this Service Agreement are for the convenience of the Parties hereto and shall in no way affect the construction or interpretation of this Service Agreement or any part hereof.

ARTICLE 25

ENTIRE SERVICE AGREEMENT

25.1 This Service Agreement constitutes the entire and exclusive Service Agreement between the Parties with reference to the Services and supersedes any and all prior communications, discussions, negotiations, understandings, or Service Agreements. This Service Agreement may be amended only by a writing signed by both the DCSD and the Service Provider. The signature of Service Provider below, represents to DCSD that he/she is duly authorized to execute and deliver this Service Agreement on behalf of Service Provider.

ARTICLE 26

MISCELLANEOUS

26.1 Unless otherwise expressly provided to the contrary in this Service Agreement, the term “day” shall mean calendar day.

26.2 Any claim, dispute or other matter in question arising out of or related to this Service Agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Service Provider’s services, the Service Provider may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation. The DCSD and Service Provider shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other Party to this Service Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a civil action but, in such event, mediation shall proceed in advance of legal or equitable proceedings, which may be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by Service Agreement of the parties or a court order. The Parties shall share the mediator’s fee and any filing fees equally. The mediation shall be held in DeKalb County, Georgia, unless another location is mutually agreed upon. Subject to the express approval of the DeKalb County Board of Education, agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

26.3 The exclusive venue for any civil action arising out of or related to this Service Agreement shall be in the federal, superior, or state courts of DeKalb County, Georgia. If any civil action is instituted to interpret, enforce or rescind this Service Agreement, the prevailing party in such lawsuit shall be entitled to recover, in addition to any other relief awarded, its reasonable attorney fees and other fees, costs, and expenses of every kind, incurred in connection with the lawsuit.

26.4 If any provision of this Service Agreement or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Service Agreement or the application of such provision to persons or circumstances, other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Service Agreement shall be valid and enforced to the fullest extent permitted by law.

26.5 This Service Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same Service Agreement. A scanned or photocopy of an original signature shall be deemed an original for purposes of this Service Agreement.


26.6 Service Provider, and all personnel of Service Provider, agree to a background check. The Service Provider, and all personnel of Contractor, shall undergo the same criminal background check, within the last 365 days, as required by DCSD employees. Such background checks will be performed by DCSD at the expense of the Service Provider. Additionally, any charges against the Service Provider, or personnel, may be deemed unacceptable in DCSD’s sole discretion regardless of whether dismissed, expunged, sealed, removed from the record, treated as a “first offender” or dead docketed. Upon receipt and evaluation of DCSD’s background check results, DCSD may demand that the personnel named in the check result, not provide services to DCSD premises. Any failure of the Service Provider, or personnel, to obtain a criminal records background check through DCSD, as stated herein, may result in termination of any resulting contract between Service Provider and DCSD. Confirmation of background checks must be submitted in writing prior to commencement of any services to DCSD to: Ms. Carla Smith, Purchasing Manager III, DeKalb County School District, 1701 Mountain Industrial Boulevard, Stone Mountain, Georgia, 30083.

26.7 Service Provider shall obtain prior written approval from DCSD's Department of Communications before the distribution of any news, press release or any marketing materials, by Service Provider, which mentions DCSD, DeKalb County Board of Education, or any of the schools or centers within DCSD, or uses DCSD's logo or trademark. All requests for prior written approval shall be sent to: Communications Department, DeKalb County School District, 1701 Mountain Industrial Blvd., Stone Mountain, Georgia, 30083.

IN WITNESS WHEREOF, the DCSD and the Service Provider, agreeing to the above terms and conditions and intending to be legally bound and each acting through persons duly authorized, have placed their signatures on duplicate original copies of this Service Agreement.

DCSD:

DEKALB COUNTY SCHOOL DISTRICT

By: 
[Signature]

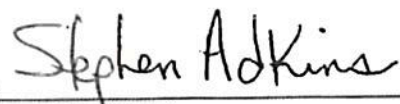
Dr. Vasanne Tinsley, Interim Superintendent

1701 Mountain Industrial Blvd
Stone Mountain, Georgia 30083


[Date of Execution]

SERVICE PROVIDER:

EDGEWOOD PARTNERS INSURANCE
CENTER

By: 
[Signature]

Mr. Stephen Adkins, Chief Operating Officer

2405 Satellite Boulevard, Suite 200
Duluth, GA 30096



[Date of Execution]

EXHIBIT "A"

DeKalb County School District RFP No. 22-490

For

Insurance Producer Services for Property and Casualty Insurance

EXHIBIT "B"

Service Provider's Proposal including pricing
and any applicable Scope of Services
and any applicable Payment and Payment Terms Schedule
attached except that objections or amendments by the
Service Provider that have not been explicitly accepted by DCSD in
Writing In this Service Agreement and Contract shall not be included in
the Contract Documents Or this Service Agreement and shall be given
no weight or consideration

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EXHIBIT "C"

DeKalb County Board of Education Directive

From the Interim Superintendent and originally dated August 10, 2022



Robert R. Freeman Administrative Complex
1701 Mountain Industrial Boulevard
Stone Mountain, GA 30083

MEMORANDUM

TO: Mr. Charles Burbridge, Chief Financial Officer
Division of Finance

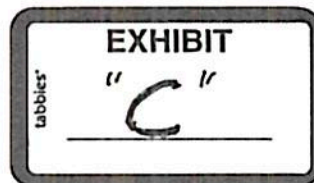
FROM: Dr. Vasanne S. Tinsley, Interim Superintendent
Office of the Superintendent

DATE: August 10, 2022

RE: The District's Insurance Producer Services for Property and Casualty Insurance (annual fee not to exceed \$150,000.00)

At its business meeting on Wednesday, August 10, 2022, the DeKalb Board of Education approved an Insurance Producer Services for Property and Casualty Insurance Agreement with **Edgewood Partners Insurance Center d/b/a EPIC Insurance Brokers and Consultants ("Epic")** for an annual fee not to exceed \$150,000.00.

Please take the appropriate action to affect this directive of the Board.



VST:am

c: Ms. Carla Smith, Purchasing Manager, Purchasing Department, Division of Finance
Ms. Phyllis Jones, Buyer, Purchasing Department, Division of Finance

EXHIBIT "D"

Notice of Award Letter Dated August 16, 2022



Finance

August 16, 2022

VIA EMAIL

Edgewood Partners Insurance Center
2405 Satellite Boulevard Suite 200
Duluth, GA 30096
ATTN: Stephen Adkins, Chief Operating Officer

Reference: RFP 22-490, Insurance Producer Services for Property and Casualty Insurance – Notice of Award

Dear Mr. Ward:

Your company has been identified and approved as the award vendor on the above referenced RFP. The purpose of this letter is to obtain Edgewood Partners Insurance Center acceptance of DeKalb County School District's ("DCSD") offer of award of RFP 22-490, Insurance Producer Services for Property and Casualty Insurance.

Insurance policy or policies must be maintained throughout the term of this agreement and DCSD shall be listed as additionally insured. It is the responsibility of the award vendor to submit a current copy of insurance renewals. Please submit a copy of your company's proof of insurance reflecting the coverage (s) included with this offer of award. A copy of the insurance requirements for the referenced solicitation has been included for convenience.

An Agreement for Professional Services ("Agreement") will follow upon receipt of your acknowledgement of this award. The Agreement will be based on the renewals outlined in the solicitation as well as the same terms, conditions and pricing as originally stated in the RFP. Please note this letter serves as an acknowledgement of the bid award and full acceptance is contingent on a duly executed agreement.

If these terms are acceptable, please submit a copy of your company's proof of insurance reflecting the coverage (s) attached, sign the acknowledgement below and email the documents to phyllis_d_jones@dekalbschoolsga.org no later than Friday, August 19, 2022. Feel free to also fax the above mentioned documents to Ms. Phyllis Jones at 678-676-0170.

THIS LETTER IS ONLY A NOTIFICATION OF RFP AWARD AND IS NOT AN ORDER. Purchase orders will be directed to you as these items and/or services may be requested by the various schools/departments within the DeKalb County School District.

If you have any questions or concerns regarding this award, give us a call at 678-676-0315.

Thank you for your interest and cooperation on behalf of the DeKalb County School District.

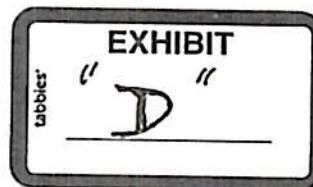
Sincerely,

Carla L. Smith

Carla L. Smith
Purchasing Manager

Enclosure: Insurance Requirements

c: Mr. Charles Burbridge
Mr. Ginton Darien
CLS/lw



ACKNOWLEDGMENT

Edgewood Partners Insurance Center hereby acknowledges DeKalb County School District's offer of award of RFP 22-490, Insurance Producer Services for Property and Casualty Insurance, at the same prices, terms and conditions as stated in original solicitation document and understands an Agreement of Professional Services will follow.

Stephen Adkins

Authorized Signatory

August 17, 2022

Date

Stephen Adkins

Name (Typed or Printed)

Chief Operating Officer, Southeast Region

Title of Authorized Signatory

END OF EXHIBITS