SELF-INSURED WORKERS COMPENSATION
INSURANCE BROKERAGE AND CONSULTING SERVICES AGREEMENT

This Agreement is made and entered into by and between the Bonneville County, Idaho, with offices at 605 N. Capital Ave, Idaho Falls, Idaho, and Moreton & Company, with offices at 12639 Explorer Drive, Boise, Idaho. (Herein referred to as "Moreton").

For and in consideration of the mutual covenants herein contained and monetary consideration herein specified, it is mutually agreed as follows:

1. DESIGNATION OF BROKER

Bonneville County hereby engages and designates Moreton as Broker of Record to perform professional services hereinafter set forth for the basic purpose of procuring insurance coverage and providing services in connection with the Bonneville County self insured workers compensation program, including but not limited to, data collection, specific design, market review, underwriting negotiations and presentations.

2. SERVICES

Effective January 1, 2017 for the term of the Agreement, Moreton shall assist Bonneville County in the establishment and maintenance of insurance and risk management services set forth in Exhibit A, attached hereto and by reference made a part hereof for all purposes.

3. TERM OF AGREEMENT AND CANCELLATION/RENEWAL

This agreement shall commence on and as of January 1, 2017. This agreement shall be effective for the period of one year and shall be renegotiable each year thereafter. Either party may terminate this agreement by providing 60 days written notice of termination of the applicable term or renewal term to the other party.

4. COMPENSATION

The annual fees for the period of January 1, 2017 to January 1, 2018 are $31,500. Fees for succeeding years may be negotiated annually.

For all services specified in Exhibit A to be rendered by Moreton, Bonneville County shall pay the fee stated above, which shall be in lieu of commissions normally paid to Moreton by insurer(s) providing insurance policies covered by this agreement. Should insurer(s) for any reason pay commissions to Moreton, Moreton will net them against the fees outlined above.

The fees indicated above contemplate only the services outlined in Exhibit A and only for those operations conducted by Moreton for the duration of this agreement. Fees for additional services desired by Bonneville County or for provision of listed services to additional operations shall be separately negotiated.
5. RELATIONSHIP OF THE PARTIES

It is agreed that Moreton's Services are made available to Bonneville County on the basis that Moreton will retain its individual professional status and that its employees are independent contractors within the context of their service to Bonneville County. Moreton will exercise reasonable care in accordance with presently recognized industry standards, in performance of the services described in Exhibit A.

Bonneville County shall cooperate with and render assistance to enable Moreton to efficiently discharge Moreton's duties hereunder.

6. INDEMNIFICATION AND INSURANCE

To the fullest extent permissible by law Bonneville County shall indemnify and hold harmless, Moreton, its subcontractors, officers, agents, and employees from and against any and all claims and liabilities for injuries or damage to persons or property, losses or expenses, arising out of or resulting from the negligent acts or omissions of Bonneville County, its officers, agents, and employees in the performance of the Services.

To the fullest extent permissible by law Moreton shall indemnify and save and hold harmless Bonneville County from and for any and all losses, claims, actions, judgment for damages, or injury to persons or property and losses and expenses caused or incurred by Moreton, its servants, agents, employees, guests, and business invitees, and not caused by or arising out of the tortuous conduct of Bonneville County or its employees. In Addition, Moreton shall maintain, and specifically agrees to maintain, throughout the term of this Agreement, liability insurance, in which Bonneville County shall be named an additional insured in the minimum amount specified in the Idaho Tort Claims Act. set forth in Title 6, Chapter 9 of the Idaho Code. Additionally, Moreton shall maintain professional liability insurance. Moreton shall provide Bonneville County with a Certificate of Insurance, or other proof of insurance evidencing Moreton's compliance with the requirements of this paragraph. Additionally, Moreton shall maintain Worker's Compensation insurance, in statutory limits as required by law. Evidence of all insurance shall be submitted to Bonneville County.

7. CONFIDENTIALITY

All data relating to the business of Bonneville County which is submitted to or developed by Moreton pursuant to this Agreement or to which Moreton or its employees may be exposed in the course of providing Services shall be deemed Confidential Information of Bonneville County. Moreton shall not disclose this Confidential Information to others and shall, at a minimum, maintain the confidentiality of the same to the extent that Moreton safeguards its own data of similar importance relating to its own business.

Notice shall be effectively given when delivered either by hand, facsimile or certified mail to the following addresses or facsimiles. Contact individual may be changed upon notification of the other party.
8. GOVERNING LAW; SEVERABILITY

This agreement shall, in all respects, be governed by and construed in accordance with the laws of the State of Idaho. If any provisions of this agreement are, for any reason, found to be unenforceable, the remainder of this agreement shall continue in full force and effect.

9. WAIVER

Failure by either party to enforce any provision of this agreement shall not be deemed a waiver of that or any other provision in the future.

10. COMPLETE UNDERSTANDING; MODIFICATION

This agreement constitutes the entire Agreement between the parties in connection with the subject matter thereof and supersedes all prior agreements, understandings, negotiations, and discussions between the parties. No amendment, change, or modification of the Agreement shall be valid unless such changes are amended in writing and signed by both parties to this agreement.

11. ASSIGNMENT

This agreement may not be assigned in whole or in part by either party without the written consent of the other, which consent may not be withheld unreasonably. This Agreement shall inure to the benefit of the parties and their successors and permitted assigns.

12. NOTICE

Notice shall be effectively given when delivered either by hand, facsimile or certified mail to the following addresses or facsimiles. Contact individual may be changed upon notice.
IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate.

BONNEVILLE COUNTY

Signature: 

Name: Roger S. Christman

Title: Chairman

Date: 12-16-16

Address for Legal Notices:
Bonneville County
Attention: John Henderson
605 N. Capital Avenue
Idaho Falls, Idaho 83402
Phone: 208-529-1360

MORETON & COMPANY

Signature: Allen Ransstrom

Name: Allan Ransstrom

Title: Senior Vice President

Address for Legal Notices:
Moreton & Company
Attention: Allan Ransstrom
12639 W. Explorer, Suite 200
Boise, Idaho 83713
Phone: 208-321-9300
EXHIBIT A

SERVICES

1. **Insurance Brokerage**
   - Placement of Excess Workers Compensation Insurance Policy
   - Coverage review
   - Analysis of proposals from competing carriers
   - Review of optimal program format

2. **General Consulting**
   - Feasibility analysis
   - Risk analysis
   - Coordination with actuary and third party administrator
   - Regulatory compliance assistance
   - Provide recommendations that lead to a final decision
   - Evaluate the performance of the program
   - Provide safety and loss control consulting services

3. **Support Staff**
   - Policy checking
   - Certificate issuance Marketing support
   - File maintenance

4. **Safety and Loss Control Consulting**
   - Quarterly claim review meetings with the Third Party Administrator and Bonneville County staff
   - Participation in the Bonneville’s Safety Committee upon request
   - Claims analysis/trending on quarterly basis
   - Training as directed by Bonneville County
   - Site/job task evaluations as necessary in conjunction with training provided