

BILL NO. 24-14

ORDINANCE NO. 2156

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A SERVICE AGREEMENT BETWEEN THE CITY OF WARRENTON, MISSOURI AND J. W. TERRILL BENEFIT SERVICES FOR INSURANCE BROKERAGE SERVICES

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF WARRENTON MISSOURI, AS FOLLOWS:

SECTION I: That the Mayor is hereby authorized to execute on behalf of the City of Warrenton a service agreement with J. W. Terrill Benefit Services for insurance brokerage services. A copy of said agreement is attached hereto as Exhibit "A" and made a part hereof by reference.

SECTION II. If any section, subsection, sentence, clause, phrase or portion of this amendment is for any reason held invalid or unconstitutional by a judgment of a court of competent jurisdiction, as to which no further appeal right exists, such portion shall be deemed separate, distinct and independent provision and such holding shall not affect the validity or remaining portions hereof.

SECTION III. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

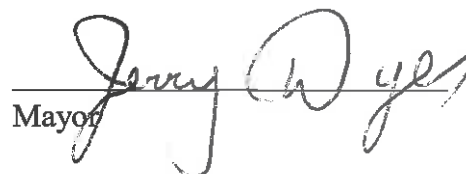
SECTION IV. This Ordinance shall take effect and be in full force from and after passage and approval thereof.

READ TWO TIMES AND PASSED by the Board of Aldermen of the City of Warrenton, Missouri, this 1st day of April, 2014.



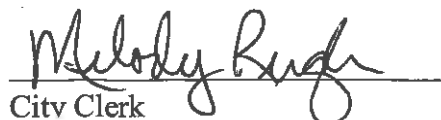
President of the Board of Aldermen

APPROVED BY THE MAYOR of the City of Warrenton, Missouri, this 1st day of April, 2014.



Mayor

ATTEST:



City Clerk

J. W. Terrill Benefit Services Service Agreement

THIS AGREEMENT is made and executed this 1st day of April, 2014, by and between the City of Warrenton , hereinafter referred to as "Client" and J.W. Terrill Benefit Services, hereinafter referred to as "Consultants" for the duration of the project outlined in this agreement.

The Client hereby engages the services of the Consultants to provide insurance brokerage services for employee insurance plans and other related issues.

SERVICES TO BE PERFORMED

The Consultants shall perform brokerage and other related services for the Client's group medical and prescription coverage, dental, vision, life, accidental death & dismemberment, and voluntary worksite employee insurance coverage. Consultants shall provide all services that are standard for similar consultants in the industry, including but not limited to the following:

1. That all services performed by the Consultants shall be within the framework of policies, interpretations, rules, practices, and procedures made or established by the Client; and,
2. Consultants shall act as liaison between the Client and employee insurance carriers by providing customer service and assistance to staff and employees with issues involving billing, claims, advocacy for services, disputes, contract interpretation, and general troubleshooting; and,
3. Provide Client management with ad hoc and day-to-day assistance in administration of employee insurance plans; and,
4. Provide informational updates on industry changes impacting employee benefit plans and assist with ensuring compliance with Missouri and Federal law; and,
5. Provide information and analysis on viability of Flexible Spending Accounts including benefits and costs to both employee and City. Provide information on administration services should an FSA be implemented; and,
6. Negotiate on behalf of Client with providers on renewals to secure competitive quotes and encourage cost reductions. Analyze proposal, plan designs and rates and present recommendations.

7. Manage health insurance vendor bid process including development of request for proposals, collection and summary of key proposal information, interaction with vendors, presentation of recommendations, and assistance with evaluation process; and,
8. Assist Client in proactive mitigation of negative impacts or disruption of services to employees from benefit and/or provider network changes. Prepare communication materials related to policy changes at annual enrollment and attend employee meetings to present information; and,
9. Provide annual (March) estimates of renewal rates and cost trends to assist Client's staff in preparation of budget figures.
10. Provide access to the Terrill Community including Wellness Program Support and Human Resources consulting; and,
11. Review all contracts to assure accuracy.

SERVICE FEE

The Client will not pay any fees directly to the Consultant for brokerage services and the Consultant agrees to accept payment in the form of commissions and bonuses paid directly by the insurer for the insurance placed with the carrier on behalf of the Client. In the event that fees are not paid as agreed and upon written notice to the Client, the Consultants shall be released from any further obligation to provide services under the Agreement.

Consultant agrees that commissions and bonuses currently being received by Tri County Agency for the group health insurance will continue to be paid to Tri County Agency until May 31, 2014 when the commissions and bonuses will then be paid to Consultant.

PERIOD OF AGREEMENT

This agreement will automatically renew for three successive one year terms unless thirty (30) days written notice by either party of change or cancellation occurs.

WAIVER OF LIABILITY

In undertaking this Agreement, it is understood that the Consultants shall not be liable for any actions or omissions by it or any prior benefit Consultants for any actions or omissions that took place prior to the effective date of this Agreement. It shall also be understood that the Consultants shall not be liable for any actions or omissions taking place after the termination of this Agreement, if the Client fails to provide information and cooperation required for the Consultants to carry out this Agreement, or in the event the Consultants cease providing services after written notice for failure of the Client to pay the agreed fees.

ADDITIONAL AGREEMENTS

This Agreement may not be modified, changed, or additions made without putting the modifications, changes, or additions in writing and having both parties to this Agreement sign such writing.

DEFAULT

If any party to this Agreement shall default under any of the terms and conditions contained herein, the defaulting party shall assume and pay all costs and expenses, including reasonable attorney's fees, incurred by the other party in enforcement of this Agreement.

SEVERABILITY

Should any part of this Agreement be declared invalid, any remaining portion shall remain in full force and effect as if this Agreement has been executed with the invalid portion eliminated.

CHOICE OF LAW

The laws of the State of Missouri shall control the terms and conditions of the Agreement insofar as state law is applicable under the terms hereof.

NOTICE OF CANCELLATION

The Client shall notify the Consultants in writing of the decision to cancel this agreement at least 60 days prior to the date of cancellation. All fees incurred prior to the cancellation notice are due and payable at the time of cancellation.

DISCLOSURE

Consultant's managers, producers, servicers and marketers will make insurance placement recommendations to the client that is in the best interest of the Client. Consultant's current knowledge of insurance carrier financial stability, marketplace stability, coverage options, pricing and service abilities will drive Consultant's recommendations. Agency compensation will not enter into the criteria for coverage recommendations or coverage placement for Client. Consultant may derive compensation from commission, override, bonus payments, contingent revenue or profit sharing compensation paid directly from an insurance carrier and agrees to disclose all amounts received related to the Client's insurance policies annually at the request of the Client.

CLIENT:

Name	Title	Date
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Signature

CONSULTANTS:

Name	Title	Date
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Signature

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CLIENT:

Name James Dye Title Mayor City of Warrenton Date 4/1/14

Signature James Dye

CONSULTANTS:

Name Ken L. Nege Title Benefit Consultant Date 3-28-14

Signature Ken L. Nege

