Contract No.: GS-15-00725

CONTRACT FOR SERVICES AND/OR PRODUCTS

THIS CONTRACT FOR SERVICES AND/OR PRODUCTS (herein "**Agreement**") is made and entered into as of the 22nd day of June, 2015 by and between the TOWN OF COLLIERVILLE, TENNESSEE, a Tennessee municipal corporation, (herein the "**TOWN**") and Jas D. Collier & Co., d/b/a Collier Insurance, a Tennessee corporation (herein the "**CONSULTANT**").

W I T N E S S E T H:

WHEREAS, the TOWN desires to retain an insurance broker in connection with the provision of insurance brokerage services (herein the "**Services**"), and

WHEREAS, the CONSULTANT has the requisite experience, abilities and resources to perform the Services, and

WHEREAS, the CONSULTANT desires to enter into this Agreement as an independent contractor and is ready, willing and able to provide the services in accordance with the terms of and subject to the conditions in this Agreement.

NOW, THEREFORE, for good and valuable consideration, received or to be received, the sufficiency of which the parties acknowledge, the parties agree as follows:

1.00 SCOPE OF AGREEMENT

The CONSULTANT shall perform the Services as specified in the Invitation to Bid issued by the TOWN under No. TC2015-17" Group Life and Long Term Disability" (herein the "**Invitation to Bid**") and any amendments thereto. The Invitation to Bid and any amendments thereto are attached hereto as **Exhibit "A"** and incorporated by reference herein and made a part hereof. The CONSULTANT expressly acknowledges that any compensation owed to CONSULTANT for the Services shall be paid from commissions earned by CONSULTANT pursuant to separate arrangements between the CONSULTANT and any insurance providers represented by the CONSULTANT that are engaged to provide coverage to the TOWN in the categories of insurance described in the Bid, and that the TOWN shall have no obligation to pay the CONSULTANT for the Services.

2.00 TERM OF CONTRACT

The period of this Contract shall be for twelve (12) months, beginning on July 1, 2015 and ending on June 30, 2016. This Contract may be extended by the TOWN for four (4) additional successive twelve (12) month period[s] or portions thereof, up to a cumulative total of sixty (60) months, by written notice to the CONSULTANT given at least thirty (30) days before the expiration of the term then in existence.

3.00 ADDITIONAL SERVICES

In the event the TOWN requests that the CONSULTANT perform additional services not contemplated by this Agreement, the CONSULTANT shall perform such additional services only after the TOWN and the CONSULTANT enter into an agreement regarding the additional services, such agreement to be subject to the approval of the Board of Mayor and Aldermen.

4.00 NOTICE TO PROCEED

The CONSULTANT shall commence the Services called for under this Agreement upon the written notice to proceed issued by the TOWN.

5.00 CONSULTANT'S PERSONNEL

The CONSULTANT certifies that it presently employs, and shall continue to employ throughout the term of this Agreement, adequate qualified personnel for the performance of the services contemplated under this Agreement.

6.00 CONFLICT OF INTEREST

The CONSULTANT declares that neither the Mayor, nor any Aldermen, nor any other TOWN official holds a direct or indirect interest in this Agreement. The CONSULTANT pledges that it will notify the TOWN in writing should any TOWN official become either directly or indirectly interested in this Agreement. The CONSULTANT declares that as of the date of this declaration that it has not given or donated or promised to give or donate, either directly or indirectly, to any official or employee of the TOWN, or to pay anyone else for the benefit of any official or employee of the TOWN, any sum of money or other thing of value for aid or assistance in obtaining this Agreement. The CONSULTANT further pledges that neither it nor any of its owners, officers or employees will give or donate or promise to give or donate, directly or indirectly, to any official or employee of the TOWN, or anyone else for the benefit thereof, any sum of money or other thing of value for aid or assistance in obtaining any change order to this Agreement.

7.00 DISPUTES

Any dispute concerning a question of fact in connection with the Services not disposed of by agreement between the TOWN and the CONSULTANT shall be referred to the TOWN'S Personnel Director, or his/her duly authorized representative, whose decision regarding such disputed question of fact shall be final and binding.

8.00 COMPLIANCE WITH LAWS

The CONSULTANT agrees to observe and to comply at all times with all applicable Federal, State, and local laws, ordinances, and regulations in any manner affecting the provision of the Services and to comply with all instructions and orders issued by the TOWN regarding the Services.

9.00 TERMINATION

Upon thirty (30) days written notice, with or without cause, the TOWN may terminate this Agreement.

10.00 CONTROL

All work by the CONSULTANT is to be performed in accordance with those professional standards applicable to the profession to which the CONSULTANT belongs and in accordance with the established customs, practices, standards and procedures of the TOWN, except as same might not be consistent with established professional standards.

11.00 REIMBURSEMENT FOR EXPENSES

The CONSULTANT shall not be reimbursed for any expenses, unless such expenses either are authorized in writing by the TOWN before the CONSULTANT incurs any such expenses.

12.00 CLAIMS, LIABILITY AND INDEMNITY

The CONSULTANT shall assume all risk in connection with the performance of this Agreement, and shall be liable for any damages to persons or property resulting from the negligent or willful acts, errors, or omissions of the CONSULTANT, its agents, servants, and/or employees in connection with the prosecution and completion of the work covered by this Agreement. The CONSULTANT agrees that it will indemnify and hold the TOWN and its employees harmless from all claims of any type and for any expenses and costs including attorney's fees and court costs which may be incurred by the TOWN arising from the negligent or willful acts, errors, or omissions of the CONSULTANT, its agents, servants and/or employees in the performance of this Agreement. The CONSULTANT, at its own expense, shall keep in force and at all times maintain during the term of this Agreement Comprehensive General Liability Insurance issued by a responsible insurance company and in a form acceptable to the TOWN, coverage for CONSULTANT on an occurrence basis against claims for bodily injury, death or property damage with combined single limits of not less than One Million Dollars ($1,000,000) for Bodily Injury and Property Damage. The CONTRACTOR, at its own expense, shall also keep in force and at all times maintain during the term of this Contract Errors and Omissions Liability coverage in the amount of One Million Dollars ($1,000,000) for miscellaneous errors and omissions damages. The indemnities set forth herein shall survive the expiration or termination of this Agreement.

13.00 EQUAL EMPLOYMENT OPPORTUNITY

13.01. Non-discrimination. In carrying out its professional services under this Agreement, the CONSULTANT shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin or sex. The CONSULTANT shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, national origin or sex. Such action shall include, but not be limited to: employing; upgrading; demoting or transferring; recruiting or paying recruitment compensation; and selecting for training, including apprenticeships.

13.02. Posting and Advertising. The CONSULTANT agrees to post in conspicuous spaces available to employees and applicants for employment a notice setting forth the provisions of the non-discrimination clause contained in Paragraph 12.01 hereinabove. The CONSULTANT shall state in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT that all qualified applicants shall receive consideration for employment without regard to race, creed, color, national origin or sex. The CONSULTANT shall incorporate the foregoing requirements of this Paragraph 12.02 in all subcontracts, if any, for services covered by this Agreement.

14.00 TRANSFER, ASSIGNMENT OR SUBLETTING

This Agreement shall not be transferred or assigned or sublet without prior written consent of the TOWN.

[SIGNATURES ON FOLLOWING PAGE]

WITNESS THE DUE EXECUTION HEREOF.

TOWN OF COLLIERVILLE, TENNESSEE

By: _____
Stan Joyner, Mayor

ATTEST:

By: _____
TOWN Clerk/Recorder

APPROVED AS TO FORM AND CONTENT:

_____
Director of General Services

June 9, 2015

JAS D. COLLIER & CO. D/B/A COLLIER INSURANCE

By: _____

Its: CEO

Mailing Address:
606 South Mendenhall, Suite 200
Memphis, TN 38117

Telephone Number: (901) 529-2900

Facsimile Number: (901) 529-2916

MB 6/9/15

EXHIBIT A