

Local Agent Insurance Services Agreement

This Local Agent Insurance Services Agreement ("**Agreement**") is made and entered into on this 1st day of July, 2025 by and between Dallas Center-Grimes Community School District ("**District**") and Gustafson Insurance Team LLC, dba GIT Insurance ("GIT Insurance").

RECITALS:

WHEREAS, The District desires to engage GIT Insurance to perform insurance document and claim review services for use of the District's property casualty and worker's compensation insurances for the 2025-2026 school year; and

WHEREAS, GIT Insurance desires to provide its expertise, knowledge and experience to the District pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein, the parties hereto agree as follows:

1. **Insurance Review Services.** The District hereby engages GIT Insurance to render those services and deliverables to the District as described hereto (collectively, the "**Services**"), and GIT Insurance accepts such engagement to provide the Services on the terms and conditions set forth in this Agreement. GIT Insurance will serve as the Local Insurance Agent of Record and reviews and advises the District upon all aspects of the District's property casualty and workers compensation insurances policies, review all contractual liability and review liability certificates and comment thereupon, review and advise upon open claims in the District and serve as an intermediary when needed between the Insurance Company TPA and the District. GIT Insurance will attend all loss control meetings onsite at DC-G that are conducted by Gallagher Bassett and document suggestions and assist district where needed with implementation of risk management practices. GIT Insurance will attend all IPSIP full membership meetings as the local agent of the District and provide comment on content of those meetings as is applicable.

2. **Payment for Services.** In consideration of the Services to be provided by GIT Insurance, the District shall pay GIT Insurance two thousand dollars (\$2,200) for the year of service beginning July 1, 2025 and ending June 30, 2026, regardless of the number of claims or certificates reviewed.

3. **Term.** The term of this Agreement shall be for the one year from July 1, 2025, through June 30, 2026.

4. **Independent Contractor.** In the performance of Services by GIT Insurance under this Agreement, GIT Insurance is at all times acting and performing as an independent contractor with respect to the District. GIT Insurance's agents and employees while engaged in the performance of Services hereunder. GIT Insurance shall have no authority to bind the District or to transact any business in the name of the District or on its behalf, or to make any promises or representations on behalf of the District. The District shall not have any responsibility to withhold taxes from GIT Insurance or GIT Insurance's employees, pay any employment taxes on behalf of GIT Insurance or GIT Insurance's employees, or contribute to any pension plan, social security or other similar plan or program on GIT Insurance's or GIT Insurance employees' behalf. GIT Insurance shall not be entitled to receive any benefits that are provided to employees of The District.

5. **Insurance.** GIT Insurance shall secure its own liability insurance with respect to its Services under this Agreement in amounts acceptable to the District. GIT Insurance will provide proof of such insurance to The District, if requested by The District.

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6. **Termination.** This Agreement may be terminated as follows:

(a) By either party, for any reason with or without cause, upon 30 days written notification from one part to the other.

In the event of a termination of this Agreement by the District, the District's obligation to make any further payments to GIT Insurance hereunder shall in all events terminate and cease as of the effective date of the termination of this Agreement. Payment in full satisfaction of the Agreement will be pro-rated to reflect the weeks for which GIT Insurance actually rendered Services prior to the date of termination.

The parties shall, notwithstanding the termination of this Agreement, be required to carry out all provisions hereof which contemplate performance by them subsequent to the termination and such termination shall not affect any liability or obligation which shall accrue prior to such termination, including, but not limited to, any liability for loss or damage on account of a breach hereof.

7. **No Assignments.** The rights and obligations of the parties to this Agreement may not be assigned unless such assignment is in writing and consented to by the parties hereto.

8.. **Indemnification.** GIT Insurance shall indemnify and hold the District harmless from and against any and all liabilities, losses, damages, costs or expenses, including, but not limited to, reasonable attorneys' fees and legal expenses, incurred by the District as a result of a breach of this Agreement by GIT Insurance, or any tortious, unlawful or unauthorized acts or omissions by GIT Insurance. The District shall indemnify and hold GIT Insurance harmless from and against any and all liabilities, losses, damages, costs or expenses, including, but not limited to, reasonable attorneys' fees and legal expenses, incurred by GIT Insurance as a result of a breach of this Agreement by the District, or any tortious, unlawful or unauthorized acts or omissions by the District.

9. **Notice.** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or when deposited in the United States mail, postage prepaid, sent certified or registered, and addressed as follows:

(a) If to The District, to:

Dallas Center-Grimes CSD
Attn: Michelle Wearmouth, Business Manager
2405 W. 1st St.
PO Box 680
Grimes, Iowa 50111

(b) If to GIT Insurance, to:

Gustafson Insurance Team LLC, dba GIT Insurance
1302 Walnut Street
Dallas Center, Iowa 50063

or to such other address or person as any party hereto may designate by notice given in accordance herewith.

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11. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all negotiations, preliminary agreements and all prior and contemporaneous discussions and understandings of the parties in connection with the subject matter hereof. In the event any provision of this Agreement is held invalid, illegal or unenforceable, in whole or in part, the remaining provisions of this Agreement shall not be affected thereby and shall continue to be valid and enforceable. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties hereto, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

12. **Amendment.** No amendment, change or modification of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed or initialed by all parties. Waiver of any provision of this Agreement shall not be deemed a waiver of future compliance therewith and such provision shall remain in full force and effect.

13. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

DALLAS CENTER-GRIMES

Gustafson Insurance Team LLC, dba GIT Insurance:

COMMUNITY SCHOOL DISTRICT:

By_____

By_____

Title: Board President

Title_____