

March 23, 2021

Regarding: Request for Proposal for Insurance Brokerage Services

California Pines Community Services District Board of Directors

*Pres-Buck Rodgers, VP-Stanley Ehlinger, Director-Mark Bishop, Tres-Suzanne Ehlinger,
Director-Terri Bishop*

County Road 71, Bldg 376
Alturas Ca 96101

Dear CPCSD Board of Directors,

InterWest Insurance Services, LLC is very appreciative for the consideration and opportunity for partnership with the California Pines Community Services District in many capacities. As stated in the March 17th presentation to the board, InterWest will be partnering with CPCSD with the following goals;

- Coordinate qualifying activities to enable CPCSD to maximize available credits/ discounts through SDRMA credit incentive criteria program.
- Represent CPCSD with claims and risk management support, coordinate training and available services through SDRMA in an effort to minimize claims and maximize value added services.
- Partner with CPCSD in the coming year to build a strategy to best position you for available options as renewal approaches in 2022.

Our intentions are to provide integral contributions to your risk management programs, as well as represent CPCSD as your insurance broker in the insurance carrier marketplace. Enclosed is our formal proposal; we are confident that you will find our staff to be highly experienced, knowledgeable and dedicated to our partnership. Our capabilities are outlined within, we are confident that our approach is unique and unparalleled; please don't hesitate to request additional detail. We will be available to you at all times to assure the success of this partnership.

Thank you.

Sincerely,


Mike Waltz



SERVICE FEE AGREEMENT

THIS AGREEMENT is between California Pines Community Services District (herein referred to as "Client") and InterWest Insurance Services, LLC (herein referred to as "Broker").

1. In addition to the services that arise out of the transaction of insurance on behalf of the consumer, Broker agrees to provide access to the following services:

Workers' Compensation Claims Advocacy
Liability, Property and Casualty Claims Coordination & advocacy
Mid-term Payroll Audit
Total Cost of Risk Analysis (TCOR)
Schedule of Open Claim Reviews with SDRMA
Experience Modifier Forecasting
Unit Statistical Reporting Preparation & Review
IW Client Portal for Online Policy Access & Certificates
Post Injury Management Program review
InterWest Risk Management Software Platform
Risk Management Consulting
Documentation of training and development of narrative for renewal/marketing
Coordination of available services with SDRMA with a goal of achieving maximum available credits towards 2022 renewal.
Development of renewal strategy and alternative options for coverage for 2022
Refer to Agreed Written Service Timeline for detail and additional support provided.

2. This Agreement shall become effective on June 1, 2021, and will terminate June 1, 2022 and is renewable annually thereafter.
3. Client shall pay Broker the annual sum of \$10,000 for the services provided hereunder. This amount will be payable in its entirety or in equal installments of \$2,500 due at inception 6/1/21, and at 3 months intervals of, 9/1/21, 12/1/21 and 3/1/22.
 - a. If the policy is subject to carrier audit, the fee will be adjusted based on the audit results at the percentage outlined. If the policy is not subject to audit by the carrier, the fee will remain flat.
 - b. In addition to the fee referenced in Item 3, Broker may receive compensation for placement of insurance through commission it receives from various insurance companies providing coverage.

Let our experience guide you.

P.O. Box 8110
Chico, CA 95927-8110
CA DOI #0B01094

The remuneration covered by this Agreement includes fees for services you requested that fall outside of the scope of transacting insurance on behalf of the consumer.

- c. It is agreed between the Parties that the fees are fully earned, subject to the Termination clause below.

General Conditions:

A. Assignment. No party may assign its rights or delegate its duties under this Agreement without the prior written consent of the other party.

B. Consent. The signatories to this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into this Agreement on behalf of the respective parties.

C. Entire agreement, amendment, waiver. This California Pines Community Services District Agreement for Professional Services dated March 20, 2021 constitutes the agreement between the parties and supersedes all prior agreements, representations and understandings of the parties. No amendment or other alteration of this Agreement shall be binding unless executed in writing by the signatories to this Agreement. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

D. Fair meaning. The language in all parts of this Agreement shall be in all cases construed simply according to its fair meaning.

E. Governing law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California.

F. Indemnification. Each party to this Agreement represents, covenants and warrants that it will defend, save, protect, indemnify, and hold harmless the other party, and its respective officers, directors, and employees from any and all claims, demands, suits, or other process to the extent such claims, demands, suits, or other process arises out of their respective negligence or willful misconduct.

G. Amendments. The parties hereby further agree that this Agreement cannot be amended or modified without the written concurrence of both parties.

H. Notices. Any notices required to be given by the Client to Broker or by Broker to the Client shall be in writing and delivered to the parties at the following addresses:

Cal Pines Community Services District
County Road 71, Building 376
Alturas CA 96101

InterWest Insurance Serv., LLC
P.O. Box 8110
Chico, CA 95927-8110

TERMINATION: This Agreement may be terminated by either party for convenience upon sixty (60) days written notice to the other party, or for cause if either party fails substantially to perform through no fault of the other and does not commence correction within ten (10) days of written notice and diligently completed the correction thereafter.

It is agreed that Broker earned 50% of the stated fee upon binding of coverage. In the event of termination of this Agreement, the balance of the fee will be returned to the client on a pro-rated portion of the annual fee based upon the remaining months left in this Agreement.

WITNESS WHEREOF, the parties to this Agreement have duly executed it as of the _____ day of _____ [Month/Year].

INTERWEST INSURANCE SERVICES, LLC

Date: _____

By: _____

Title: _____

California Pines Community Services District

Date: _____

By: _____

Title: _____

Date: _____

Approval: _____

Rev: 3/19/21

Let our experience guide you.

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CA DOI #OBO1094



2021 Cal Pines Municipal District- Written Service Timeline

Service	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Responsible Person(s)
Mkt - Marketing strategy								x					IWINS TEAM, Holly, CPMSD
Physical Site Inspections- Safety Audit		x											CPCSD Safety Committee/ IWINS Risk Management
Safety 1 on 1 introduction	X												Mike Waltz, CPMSD Safety Committee/Supervisors
InterWest Risk Management Platform access	Ongoing												Holly Sherer/ Katie Brewer
Coordinate with SDRMA Risk Management/Training	Ongoing												Mike Waltz, CPMSD Supervisors
Experience Mod Projection								X					IW Claims, CPCSD Admin
Quarterly Open/Closed Claim Review		X			X			X			X		Holly, IW Claims, SDRMA Claims Adjustors
Quarterly Employer Schools			X			X						X	IWINS TEAM, CPMSD
Virtual Coaching for Trainer	As Needed												IWINS Risk Management, SDRMA Team/Holly
Total Cost of Risk Report Provided- Financial Leakage Analysis	X												Mike Waltz, Ron, CPCSD Admin
Coverage Denial Review & Advocacy	As Needed												IWINS Claims, CPMSD Admin
Catastrophic/Large Loss Claims Guidance & Consultation	As Needed												IWINS Claims/ CPCSD Admin
Incident Evaluation & Consultation	As Needed												IWINS Claims/ CPCSD Admin

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