

RESOLUTION NO. R19-1027

A RESOLUTION TO AUTHORIZE AWARD OF CONTRACT FOR THE CITY'S HEALTH INSURANCE BROKER

WHEREAS, the City of Stockbridge ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia and is charged with being fiscally responsible concerning the use and expenditure of all public funds; and

WHEREAS, the City proposes to authorize the award of a contract for health insurance brokerage services;

WHEREAS, MSI Benefits Services is the recommended winning bidder;

THEREFORE, THE CITY COUNCIL OF THE CITY OF STOCKBRIDGE HEREBY RESOLVES:

SECTION 1. Approval of Bidder. The award of a contract for health insurance brokerage services to MSI Benefits Services as presented to the City Council on January 31, 2019 is hereby approved by the City Council.

SECTION 2. Public Record. This document shall be maintained as a public record by the City Clerk and shall be accessible to the public during all normal business hours of the City of Stockbridge.

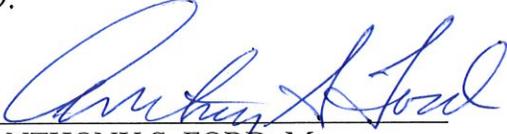
SECTION 3. Authorization of Execution. The Mayor is hereby authorized to sign all documents, including the contract with such changes and modifications as recommended by the City Attorney, necessary to effectuate this Resolution.

SECTION 4. Attestation. The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate this Resolution, subject to approval as to form by the City Attorney.

SECTION 5. Effective Date. This resolution shall become effective immediately upon its adoption by the Mayor and City Council of the City of Stockbridge as provided in the City Charter.

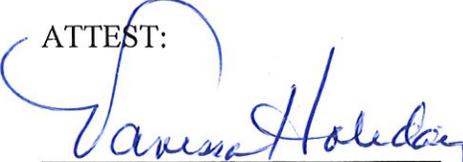
[SIGNATURES APPEAR ON FOLLOWING PAGE]

SO RESOLVED this 31st day of January, 2019.



ANTHONY S. FORD, Mayor

ATTEST:



VANESSA HOLIDAY, City Clerk (SEAL)

APPROVED AS TO FORM:



MICHAEL WILLIAMS, City Attorney

PROFESSIONAL SERVICES AGREEMENT
FOR INSURANCE BROKERAGE AND CONSULTING SERVICES

This Professional Services Agreement ("Agreement") is entered into as of the January 29, 2019, by and between the City of Stockbridge, 4640 N. Henry Blvd., Stockbridge, Georgia 30281 (hereinafter referred to as "COS") and MSI Benefits Group, Inc., 245 TownPark Drive, Suite 100 Kennesaw, GA 30144 (hereinafter referred to as "MSI").

WITNESSETH

WHEREAS COS desires to engage MSI to render certain employee benefits insurance brokerage services hereinafter described; and

WHEREAS, MSI desires to render such services and warrants that it has the knowledge, skill, experience, diligence and ability to provide or perform such services for the benefit of COS; and

WHEREAS, MSI and COS desire to enter into and conduct business under this Agreement as independent contractors and not as employees, agents, partners, or as a joint venture.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, COS and MSI hereby agree as follows:

1. **Services.** Subject to the terms and conditions of this Agreement, COS hereby engages MSI as an independent contractor to render services as described in the MSI proposal for RFP #18RFP103018-DRR Broker Services for Health Insurance and Employee Benefits, dated December 4, 2018 (hereinafter referred to as "MSI Proposal"). In connection with its provision of the services, MSI is authorized to contact any outside agency or administrator for the purpose of obtaining COS plan, benefit and eligibility data.

2. **Term and Termination.**

2.1. **Initial Term.** The initial term of this Agreement shall begin on January 29, 2019 (hereinafter referred to as the "Effective Date").

2.2. **Renewals.** This Agreement may be renewed at the sole discretion of COS on a year to year basis; provided, however, that during any such renewal term, COS may terminate this Agreement without further obligation by providing the termination notice as set forth below. The terms and conditions of this Agreement shall apply during any such renewal term.

2.3. **Termination.**

2.3.1. **Termination by COS for Convenience.** COS may at any time, for any reason or no reason, without cause and irrespective of whether or not MSI is in default of any of its obligations hereunder, terminate this Agreement by providing written notice to MSI specifying the termination date of the Agreement; provided, however, that the termination date shall not be earlier than seven (7) days from the date of such written notice. MSI shall be paid for Services provided at the request of COS through the termination date.

2.3.2. **Termination for Cause.** In the event that any provision of this Agreement is violated by MSI, COS may terminate this Agreement by providing written notice to MSI that it is in default and specifying the termination date of the Agreement. COS, in its sole discretion, may elect to grant MSI a time period to cure its default, but is not obligated to do so. In the event of such a termination, COS shall not have any further obligation whatsoever to MSI as of the termination date. In addition to the basis for termination set forth previously, COS may terminate this Agreement, in whole or in part, immediately, without notice, if: (a) COS deems that such termination is necessary to prevent or protect against fraud or otherwise protect the health, life, or property of COS, the State of Georgia or the general public; or (b) MSI is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directives of the COS, is guilty of serious misconduct in connection with its performance hereunder, or breaches any material provisions of this Agreement.

2.3.3. **Termination by MSI.** In the event COS breaches any material provisions of this Agreement, MSI may terminate this Agreement by providing 90 days prior written notice to COS.

3. **Compensation.** MSI Benefits Group will not charge the COS direct fees/commissions for any service as outlined in the MSI Proposal apart from the Optional 1094/1095 IRS Form Preparation and Filing if the City elects to utilize this service (as defined in the "MSI Cost Proposal"). Compensation will be paid directly to us from each in force insurance carrier by way of standard commissions and/or fees.
4. **Independent Contractor.** Both COS and MSI agree that MSI shall act as an independent contractor in the performance of the Services under this Agreement. Accordingly, MSI shall be responsible for payment of all taxes including Federal, State and local taxes arising out of MSI's activities in accordance with this Agreement, including by way of illustration but not limited to: Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fees as required. MSI acknowledges and agrees that MSI shall be responsible for and provide the appropriate insurance coverage for any injury of any nature suffered by MSI or its employees that may occur in the performance of the Services under this Agreement.
5. **Warranty.** MSI hereby expressly warrants that the Services to be performed hereunder will be performed in a workmanlike manner, that all work assigned will be performed in a manner consistent with that level of care and skill ordinarily exercised by other providers of similar services under similar circumstances at the time the Services are provided, and that MSI shall comply with COS's reasonable confidentiality and security requirements. In addition, MSI represents and warrants that the Services will not violate nor in any way infringe upon the rights of third parties, including proprietary information and non-disclosure rights, or any Intellectual Property rights. As used herein, "Intellectual Property" shall mean any and all know-how, inventions, patents, copyrights, models, designs, trademarks, trade secrets, test results, knowledge, techniques, discoveries, regulatory filings, or other information (whether or not patentable and whether or not in tangible or intangible form), and any other industrial or proprietary rights, and any documentation relating thereto, and any and all applications for any of the foregoing, whether or not registered as of the Effective Date or at any later date.
6. **Confidentiality.** MSI's employees, agents and subcontractors may have access to confidential data maintained by COS to the extent necessary to carry out MSI's responsibilities under this Agreement. MSI shall presume that all information received pursuant to this Agreement that is not publicly available is confidential unless otherwise designated by COS. No reports, information or other material given to MSI by COS or prepared by MSI under this Agreement shall be made available by MSI to any person without the prior written approval of COS, unless otherwise required by law.

7. Insurance.

7.1. **Liability Insurance.** MSI understands that COS is not providing any liability insurance coverage under this Agreement. However, MSI is required to maintain liability coverage on MSI's behalf.

8. Drug-Free Work Place.

8.1. MSI is an entity other than an individual and it hereby certifies that a drug free work place will be provided for MSI's employees during the term of this Agreement; and that MSI's agents, employees, subcontractors, or others working at the direction or on behalf of MSI shall not engage in the unlawful sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Agreement.

8.2. MSI or this Agreement may be suspended, terminated, or debarred without further obligation on behalf of COS, if it is determined that:

8.2.1. MSI has made a false certification hereinabove.

8.2.2. MSI has violated such certification by failure to carry out the requirements of Official Code of Georgia Annotated Section 50-24-3.

9. **Notices.** All notices, requests, or other communications hereunder shall be in writing and either transmitted via overnight courier, electronic mail, hand delivery or certified or registered mail, postage prepaid and return receipt requested to the parties at the addresses set forth below. Notices will be deemed to have been given when received.

MSI Benefits Group, Inc.	City of Stockbridge
245 TownPark Drive, Suite 100	4640 N. Henry Blvd.
Kennesaw, GA 30144	Stockbridge, GA 30281
Attn: Les Szabolcsi, President	Attn: Anthony S. Ford, Mayor

10. **Waiver and Severability.** The waiver by either party of any breach of any provision contained in this Agreement shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained in this Agreement. Any such waiver must be in writing in order to be effective, and no such waiver or waivers shall serve to establish a course of performance between the parties, contradictory to the terms hereof. All provisions of this Agreement are severable, and the unenforceability or invalidity of any of the provisions will not affect the validity or enforceability of the remaining provisions. The remaining provisions will be construed in such a manner as to carry out the full intention of the parties. Section titles or references used in this Agreement have no substantive meaning or content and are not a part of this Agreement.

11. **Assignment.** MSI shall not assign any of its rights under this Agreement or delegate the performance of any of its duties hereunder, without the prior written consent of COS.

12. **Applicable Law and Venue.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia, without regard to its conflict of laws principles. Any lawsuit or other action based on a claim arising from this Agreement shall be brought in the Superior Court of Henry County, Georgia.

Entire Agreement. This Agreement, including all exhibits and documents incorporated hereunder, constitutes the entire agreement between the parties with respect to the subject matter and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. No amendment to this Agreement shall be valid unless made in a writing of equal dignity and signed by both parties.

13. No representation, request, instruction, directive or order, made or given by any official of COS or of any agency of the State of Georgia, whether verbal or written, shall be effective to amend this Agreement or excuse or modify performance hereunder unless reduced to a formal amendment and executed as set forth above.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date set forth above.

MSI Benefits Group, Inc.

By: _____

Name: Les Szabolcsi

Title: President

Date: 4-8-2019

City of Stockbridge

By: _____

Name: Anthony S. Ford

Title: Mayor

Date: April 9, 2019