

# Consulting Agreement

THIS CONSULTING AGREEMENT is entered into as of July 02, 2019, by Tawney Insurance & Consulting (the "Consultant") and Roane County Schools (the "Company").

WHEREAS, the Consultant is in the business of providing assessments, advice, recommendations, and trainings in the area of risk management and management of workers' compensation program.

WHEREAS, the Company desires to engage Consultant to provide, and Consultant desires to provide, certain services to the Company as described herein and in the attached Statement of Work, subject to the terms and conditions of this Agreement.

NOW THEREFORE, for and in consideration of the promises, representations, warranties, covenants and agreements set forth below, other payments contemplated hereby, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

## 1. Consulting Services.

- (a) As of the Effective Date, the Company hereby engages the Consultant, and the Consultant hereby agrees, to perform and provide the Services (as defined herein) to the Company on an independent contractor basis, subject to the terms and conditions of this Agreement. As used in this Agreement, the "Services" mean those risk management related services as set forth on the Scope of Work attached hereto and incorporated herein as Exhibit A.
- (b) Consultant shall perform the Services at such times and at such locations as the parties may mutually agree from time to time.

## 2. Term/Termination.

- (a) The term of this Agreement shall be for a period of twelve (12) months commencing on signing of the proposal (the "Effective Date"). This Agreement can be renewed for two additional years if both parties are in agreement. Cancellation will be at least sixty (60) days prior to the end of the then existing term, if the party intends not to renew this Agreement.

## 3. Compensation.

- (a) The Company shall pay the Consultant for the performance of the Services hereunder at the rates set forth on the Schedule of Rates attached hereto and incorporated herein as Exhibit A. The Consultant shall have the right to increase the rates for the performance of the Services hereunder on an annual basis.
- (b) The Company shall reimburse the Consultant for all out-of-pocket expenses (including traveling expenses) incurred by the Consultant in rendering the Services hereunder; provided, however, that the Consultant shall substantiate any such expenses through

receipts, invoices, or other documentation evidencing the same. Expected expenses include mileage from Charleston, WV to Roane County School facilities and printing expenses if any materials are requested to be provided in printed form. Any additional expenses will be identified and discussed with Roane County Schools before the expenses are incurred.

- (c) The Company understands and agrees that if Consultant requires outside agents to collect any default amount that all reasonable collection, finance charges, attorney fees and court costs will be the Company's obligation as well as all principal amounts and interest due.

4. Independent Contractor Status.

- (a) Non-Employee Status; Independent Contractor. The Company and the Consultant hereby acknowledge and agree that the Consultant is and will be an independent contractor and not an employee (or person of similar status) of the Company or any of its affiliates for purposes of the Internal Revenue Code of 1986, as amended (the "Code"), and Sections 601-608 of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). The Consultant acknowledges and agrees that the Consultant will not be paid any "wages" (as defined in the Code) in respect of the services provided under this Agreement, and the Company will not withhold any amounts from the consideration paid hereunder for tax purposes. The Consultant shall be solely responsible for all federal, state and local taxes imposed on the Consultant by reason of the payment of any compensation, benefits or other amounts payable in respect of this Agreement or the services provided under this Agreement.
- (b) Method of Performing Services. The Consultant shall be free to determine, in the Consultant's sole discretion, the method, details, and means of performing the Services; provided, however, that such method, details, and means shall be in accordance with good and reputable business practices. The Company shall have no right to, and shall not, control the manner or determine the method of accomplishing such work. The Company may, however, require the Consultant to observe at all times the reasonable security and safety policies of the Company. In addition, the Company shall be entitled to exercise a broad general power of supervision and control over the results of work performed by the Consultant to ensure satisfactory performance. This power of supervision shall include the right to inspect, stop work, and make suggestions or recommendations as to the details of the work, and request modifications to the scope of the Services to be provided hereunder.
- (c) No Authority. The Consultant has no authority, either real, implied or apparent, to act for or bind the Company to any contract or any other matter without the prior written consent from an authorized representative of the Company. The Consultant will not represent to any third party that it has any real, implied or apparent authority to enter into any arrangement, contract or commitment on behalf of the Company.
- (d) Ineligible for Employee Benefits. The Consultant shall not be eligible for any benefit available only to employees of the Company, including, but not limited to, medical, dental,

vision and related health benefits, state disability insurance, unemployment insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, savings plans and the like.

- (e) Non-Exclusivity. Nothing in this Agreement shall limit or restrict the right of the Consultant to engage in any other businesses or to provide services of any type to any other businesses, whether or not competitive with the Company.

5. Confidentiality.

- (a) During the term of this Consulting Agreement and at all times thereafter, Consultant and Company shall each hold this Consulting Agreement in confidence along with all provisions hereof and all other matters pertaining hereto.

6. Disclaimer and Limitation of Liability.

- (a) The parties understand and agree that the agreed upon services to be provided by Consultant are advisory in nature. Consultant cannot, and does not, provide any assurances or guarantees regarding the effect of the implementation of any assessments, advice, recommendations and/or trainings, and does not warrant that the implementation of any assessments, advice, recommendations, and/or trainings will eliminate any risk or unsafe condition. The implementation and incorporation of any assessments, advice, recommendations, and/or trainings provided by the Consultant shall be at the Company's sole discretion, and the Company shall indemnify and hold the Consultant harmless from any alleged liability resulting therefrom. The parties further understand and agree that the services to be provided by Consultant hereunder shall not be considered legal advice.

7. Notices.

- (a) Whenever a notice is given pursuant to this Agreement, such notice shall be given in writing to such parties at the address set forth below, and shall be given by registered or certified mail, return receipt requested.

Consultant: Tawney Insurance & Consulting  
PO Box 1050  
Lewisburg, WV 24901

Company: Roane County Board of Education  
831 Capital  
Spencer, WV 25276

8. Binding Effect and Assignability.

- (a) This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors, assigns, heirs and legal representatives, including any entity with which Company may merge or consolidate or to which it may transfer all or substantially all of its assets. The Company may assign, sell or otherwise transfer all or any part of this Agreement to any entity with which Company may merge or consolidate or to which it transfers all or substantially all of its assets. Insofar as the Consultant is concerned, this Agreement, being personal, cannot be assigned as to performance for any other purpose.

9. Entire Agreement.

- (a) This Agreement constitutes the entire agreement between the parties with respect to the matters covered, and shall supersede all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter, and may not be changed or amended except by an instrument in writing duly executed by each of the parties.

10. Arbitration.

- (a) Any dispute between the parties arising out of or with respect to this Agreement shall be resolved by the sole and exclusive remedy of binding arbitration. The arbitration shall be conducted in Lewisburg, West Virginia under the auspices of and in accordance with the rules of the American Arbitration Association. Any decision issued by an arbitrator in accordance with this provision shall be final and binding on the parties thereto and not subject to appeal or civil litigation.

11. Governing Law.

- (a) This Agreement shall be construed under the laws of the State of West Virginia and all matters pertaining to this Agreement that cannot be resolved by reference to its provisions shall be governed by the laws of the State of West Virginia.

12. Severability.

- (a) In the event that any term or provision of this Agreement is invalidated at any time by court decision, statutory provision, governmental regulation, or otherwise, the remaining terms and provisions of this Agreement shall remain in full force and effect and be fully binding upon both parties.

13. Headings.

- (a) Headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

14. Waiver.

- (a) Any term or provision of this Agreement may be waived in writing at any time by the party or parties entitled to the benefits thereof. No failure to exercise and no delay in exercising any right, power, or privilege shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege preclude the exercise of any other right, power, or privilege. No waiver of any breach of any covenant or agreement hereunder shall operate as a waiver of any preceding or subsequent breach of the same or any other covenant or agreement.

15. Counterparts.

- (a) This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which together shall constitute one in the same instrument representing the agreement of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement so as to make it effective on the day and year first above written.

The parties have executed this Agreement as of the date first stated above.

Roane County Schools

Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Consultant: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit A

Service, Timing & Fees	Fee
<p><b><i>Safety &amp; Loss Control Services</i></b> (July1, 2019- June 30,2020)</p> <ul style="list-style-type: none"> <li>• <b>Facility Safety Assessments – All School Facilities</b> <ul style="list-style-type: none"> <li>○ Schools, Bus Garage, Playgrounds, Athletic Facilities, Stadiums &amp; Ball Fields</li> </ul> </li> <li>• <b>Monthly Safety Committee Meetings</b> <ul style="list-style-type: none"> <li>○ Coordinate scheduling, agendas, minutes, &amp; topics</li> </ul> </li> <li>• <b>Two Days of On-Site Employee Safety Training Annually</b> <ul style="list-style-type: none"> <li>○ Includes defensive driving as required by BRIM</li> <li>○ Can be used to fulfill in-service &amp; professional development training requirements</li> </ul> </li> <li>• <b>Review, Update, &amp; Retain Custodial Facility Checklists</b></li> <li>• <b>Assist with BRIM Inspections &amp; Response</b></li> <li>• <b>Assist in Completion of Annual BRIM Loss Control Questionnaire</b></li> <li>• <b>Monthly Web-Based Staff Safety Training</b> (during school year)</li> <li>• <b>One Complete Facility Security Assessment</b> (\$3,000)</li> </ul>	<p><b>\$10,000</b></p>
<p><b><i>Security Services</i></b></p> <ul style="list-style-type: none"> <li>• <b>School Facility Security Assessment</b></li> <li>• <b>School Event Security Planning &amp; Assessment</b></li> <li>• <b>Active Shooter Staff Training</b></li> <li>• <b>Active Shooter Drill Facilitation</b></li> </ul>	<p><b>TBD</b></p>
<p>Roane County Board of Education Representative:</p>	
<p>_____</p> <p>Print</p>	<p>_____</p> <p>Signature</p>
<p>_____</p> <p>Date</p>	