



**City of West Allis
7525 W. Greenfield Ave.
West Allis, WI 53214**

**Willis of Wisconsin, Inc.
2323 N. Mayfair Rd.
Milwaukee, WI 53226**

TERMS OF BUSINESS AGREEMENT – EMPLOYEE BENEFITS ACCOUNTS

The purpose of this document is to record our mutual understanding regarding our professional relationship and the services with which we have agreed to provide you.

City of West Allis and Willis of Wisconsin, Inc. (“WILLIS” and/or “our” and/or “we” and/or “us”) agree as follows:

I. Services and Responsibilities

Subject to all other terms and conditions of this Agreement, WILLIS shall provide the Services identified in Schedule A.

We are committed to acting in your best interests at all times in providing services to you. In order to underscore our commitment to our clients, we have adopted a Client Bill of Rights, a copy of which has been previously provided to you to better explain our commitment to you.

The services we will provide to you rely in part on the facts, information and direction provided by you or your authorized representatives. The parties agree to provide each other with accurate and timely facts, information and direction as is reasonably required.

You agree to render complete and accurate information to WILLIS as to your loss experience and any other information reasonably requested by WILLIS. You also agree to advise WILLIS of any changes in your business operations that may affect the Services to be performed by WILLIS hereunder.

We will assess the financial soundness of the insurers we recommend to provide your coverages based on publicly available information, including that produced by well-recognized rating agencies. Upon request, we will provide you with our factual analysis of such insurers. We cannot, however, guarantee or warrant the solvency of any insurer or any intermediary that we may use to place your coverage.

You understand and agree that you shall make final decisions with respect to underwriting submissions and all matters relating to your insurance coverage and employee benefits program. We will procure the insurance coverage and services chosen by you, assist in confirming coverage, and review and transmit policies to you.

We will review all policies and endorsements delivered to us by insurers or intermediaries for the purpose of confirming their accuracy and conformity to negotiated specifications and your instructions and advise you of errors in or recommended changes to such policies. You agree that you will also review all policies and endorsements delivered to you and advise us of any questions you have or of any document or provision that you discover which you believe may not be in accordance with your instructions.

We will meet, as requested by you, with your representatives to explain coverage and policies. We will promptly respond to your requests for coverage or other pertinent information and assist you in reporting subsequent changes in information to insurance companies and service providers.

In our capacity as employee benefits professionals, we do not provide legal or tax advice. We encourage you to seek any such advice you need or want from competent legal or tax professionals.

II. Confidentiality

We will treat information you provide us in the course of our professional relationship as confidential, will use it only in performing services for you and, in doing so, will comply with all applicable state or federal privacy laws. We may share this information with third parties as may be required to provide our services. We may also disclose this information to the extent required

to comply with applicable laws or regulations or the order of any court or tribunal. Records you provide us will remain your property and will be returned to you upon request, although we will have the right to retain copies of such records to the extent required in the ordinary course of our business or by law. You will treat any information we provide to you, including data, recommendations, proposals, or reports, as confidential, and you will not disclose it to any third parties. You may, however, disclose this information to the extent required to comply with applicable laws or regulations of the order of any court or tribunal. We retain the sole rights to all of our proprietary computer programs, systems, methods and procedures and to all files developed by us.

In the event that you or any of the benefit plans you sponsor need to enter into business associate agreements with Willis in order to satisfy the requirements of the Health Insurance Portability and Accountability Act, the regulations implementing that Act (the “Standards for Privacy of Individually Identifiable Health Information,” codified at 45 C.F.R. parts 160 and 164), or any other similar law, you agree to execute, or to arrange for the plans to execute business associate agreements similar in form and substance to Exhibit A to this Agreement

III. Compensation /Conflicts of Interest

3 Year Fee: Calendar year 2013: \$44,100 (no increase from 2012)

Calendar year 2014: \$45,000 (2% increase)

Calendar year 2015: \$46,000 (2% increase)

Payments will be billed quarterly

Your Willis Client Bill of Rights includes a promise that we will disclose to you all compensation received by the Willis Group of companies (“Willis”) in connection with your insurance placement. We are also required to obtain your consent to our compensation prior to effectuating the coverage. In that regard, please note that unless you instruct us otherwise, your selection of coverage and/or payment of the premium related to your insurance placement will

be deemed your signed, written consent to the compensation disclosed during the quotation process or as outlined in the documentation provided by the carrier.

Prior to its merger with Willis, HRH accepted contingent compensation on certain of its clients' accounts; these contingents will be phased out over three years, and no contingents will be accepted on any new clients or business generated after the October 1, 2008 acquisition. The standard profit commission, or commission uplift due to conversion of a contingent contract to an upfront commission schedule, will customarily range from 1% to 5% of the premium amount of the eligible placement. The additional commission will not impact your premium or rates.

Our Fee or the commissions we are entitled to receive may be revised if you request a change in the Coverages and/or Services during the Term of this agreement and we enter into a written agreement documenting any change in Coverages, Services and compensation.

If wholesalers, excess and surplus lines brokers, underwriting managers, or managing general agents have a role in providing insurance products and services to you, they will also earn and retain compensation for their role in providing those products and services. If any such parties are corporate parents, subsidiaries or affiliates of ours, we will also disclose the rate or amount of the commissions they will earn before you purchase the coverage. If such parties are not affiliated with us, and if you desire more information regarding the compensation those parties will receive, please contact us and we will assist you in obtaining this information.

You may choose to use a third party administrator, utilization review company or other similar service provider in connection with the insurance coverages we place for you or the services we provide to you. If you elect to use a service provider from which we or our corporate parents, subsidiaries or affiliates will receive any compensation directly or indirectly relating to the services you purchase from the provider, we will disclose additional information regarding that compensation to you before you make a final decision to use the service provider.

The insurance market is complex, and there could be other relationships which are not described in this document which might create conflicts of interest. Notwithstanding any possible conflict which might exist, we will act in your best interests at all times in providing services to you. If a conflict arises for which there is no practicable way of complying with this commitment, we will promptly inform you and withdraw from the engagement, unless you wish us to continue to provide the services and will provide your written consent. Please let us know in writing if you have concerns or we will assume that you understand and consent to our providing our services pursuant to these terms.

Prices on the services specified herein are exclusive of all federal, state, and local sales, use, excise, receipts, gross income and other similar taxes and governmental charges. Any such taxes or charges upon the services provided hereunder, now imposed or hereafter becoming effective during the Term of this agreement, shall be added to the price herein provided and paid by you unless, in lieu thereof, you provide us with a valid tax exemption certificate acceptable to us.

Similarly, we reserve the right to pass through to you any mutually agreed reasonable costs related to the printing of your employee communications material, WillisMed data scrubbing, or other out-of-pocket expenses.

IV. Premium/Handling of Funds

You agree to pay premiums and other money that is contractually owed to third parties directly to the insurers or other service providers by the payment dates specified in the insurance policies, invoices or other payment documents. Failure to pay premium on time may prevent coverage from incepting or result in cancellation of coverage and services by the insurer and service provider.

V. Term/Termination

Either party may terminate this Agreement at any time by giving the other party sixty (60) days advance written notice of termination, with such termination to be effective immediately upon the expiration of the sixty (60) day notice period.

Either party may terminate this Agreement for material breach of the Agreement by giving the other party at least thirty (30) days advance written notice of termination specifying the nature and substance of the breach or breaches. Unless the other party remedies the breach or breaches within the notice period, or makes reasonable progress toward remedying the breach or breaches if complete remedy is not reasonably possible within the notice period, the Agreement shall automatically terminate at the end of the notice period.

Our obligation to render the Services under this agreement ceases at the end of the Term or on termination of the Agreement, whichever is sooner. Nevertheless, we will take reasonable steps to assist in the orderly transition of matters to you or to a new insurance broker which you designate. Claims and premium or other issues may arise after our relationship ends. Such items are normally handled by the insurance broker or consultant serving you at the time the claim or other issue arises. However, we are willing to consider providing services in these areas after the Term or termination of this Agreement for mutually agreed additional compensation.

VI. Other Provisions

During the Term of this Agreement and for a reasonable period thereafter, you may audit the records and accounts of WILLIS related to this Agreement, at your expense. You agree to give us reasonable advance written notice of any audit and to conduct the audit during normal business hours in a manner which is not unduly disruptive to our ongoing business.

We agree that we may communicate with each other from time to time by electronic mail, sometimes attaching further electronic data as and when the circumstances require attachments. By consenting to this method of communication you and we accept the inherent risks (including

the security risks of interception of or unauthorised access to such communications, the risks of corruption of such communications and the risks of viruses or other harmful devices). We each agree, however, that we will employ reasonable virus checking procedures on our computer systems, and we will each be responsible for checking all electronic communications received for viruses. You will also be responsible for checking that messages received are complete. In the event of a dispute neither of us will challenge the legal evidentiary standing of an electronic document, and the Willis system shall be deemed the definitive record of electronic communications and documentation.

This agreement supersedes any and all prior agreements between us regarding the insurance coverages and services set forth on Schedule A.


This Agreement shall be governed by and construed in accordance with the laws of the state in which our office is located and any dispute shall be resolved in the appropriate state or federal courts in such jurisdiction.

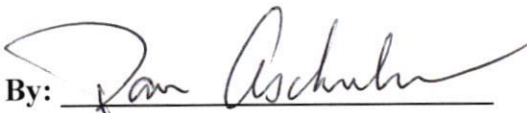
VII. Inquiries and Complaints

Thank you for choosing Willis as your professional insurance service provider. Your satisfaction is important to us. If you have complaints, please inform the person who handles your account. Alternatively, you may contact the head of our office. In the alternative, you may call 1-866-704-5115, the nationwide toll-free number which Willis has established for client feedback and complaints.

City of West Allis

Willis of Wisconsin, Inc.

By: 
Title: CAO/CTA
Date: 9/12/12

By: 
Title: SVP
Date: 9-18-12

Audrey Key

From: Aschenbrener, Dan <dan.aschenbrener@willis.com>
Sent: Wednesday, August 01, 2012 11:03 AM
To: Audrey Key
Cc: Jeffrey, Erin
Subject: Willis Agreement
Attachments: West Allis Consulting Agreement_Proposed 2013.doc; City of West Allis - Scope of Services Schedule A.doc

Hi Audrey,

Hope all is going well on this sunny day! Thanks for the feedback on the Willis Agreement. We went ahead and made the update based on Paul's suggestion of changing the 2015 fee to \$46,000.

Thanks again and please let us know if you have any questions!

Dan Aschenbrener

For information pertaining to Willis' email confidentiality and monitoring policy, usage restrictions, or for specific company registration and regulatory status information, please visit http://www.willis.com/email_trailer.aspx

We are now able to offer our clients an encrypted email capability for secure communication purposes. If you wish to take advantage of this service or learn more about it, please let me know or contact your Client Advocate for full details. ~W67897

Paul - see above +
attached for your
signature.

Thanks,

Audrey
8/21/12