ALAMO COLLEGES DISTRICT

Purchasing & Contract Administration

August 26, 2019

Mr. Wes Van Der Voort, Area President
Arthur J. Gallagher Risk Management Services, Inc.
12750 Merit Drive, #100
Dallas, TX 75251
Wes_Vandervoort@ajg.com

Mr. Wes Van Der Voort,

On August 20, 2019, the Alamo Community College District Board of Trustees awarded a contract for your proposal submitted by Arthur J. Gallagher Risk Management Services, Inc., for the Purchase of Commercial Insurance Lines, in response to CSP No. 19A-016.

By signing below, you certify that you will provide the commercial insurance policies proposed in response to CSP 19A-016, having read, understood, and agreed to the requirements; including the Terms and Conditions of the CSP (Section 2); and Form of Agreement (Section 8, Terms and Conditions of the Contract) of the CSP documents, which latter states "this Agreement also hereby incorporates by reference the provisions of Alamo Colleges' Request, as well as those provisions of Contractor's response to that Request ("Response") that did not reject the requirements of that Request, to the extent that such provisions are not inconsistent with specific provisions of this Agreement."

Awarded Lines:

- Excess Workers Compensation and Employers' Liability
- Study Abroad Medical
- Foreign Liability

Upon execution by both parties, this letter constitutes a mutual adoption and execution of the Form of Agreement, including the material therein incorporated by reference, which includes, without limitation, awarded policies and prices, for the following term: September 1, 2019, through August 31, 2020, and four, one-year options to renew. Notwithstanding the foregoing, Sections 13.14 and 13.15 of the Form of Agreement are deleted in their entirety & replaced with the following:

"**13.14 Release of Liability of Alamo Colleges District.** Intentionally omitted.

13.15 Indemnification of Alamo Colleges District and Affiliates and Release of Affiliates. CONTRACTOR AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS Alamo Colleges District, its Board of Trustees, officers, employees, agents, contractors and assigns ("Protected Parties") from and against, and to pay to Protected Parties on demand the amount of, any and all costs resulting from any complaints, claims, liabilities, suits, damages, judgments,

penalties, fines, settlements, losses and expenses (including legal fees, expert witness fees and other legal expenses and court costs), imposed upon, incurred by, or asserted against Protected Parties in any way related to or resulting from the execution, enforcement, or performance by Contractor of this Agreement, or from Contractor's use of Alamo Colleges District's facilities ("Claims") to the extent caused by the legally culpable acts or omissions of Contractor. Contractor's duty to indemnify, defend, and hold harmless Protected Parties includes, but is not limited to, Claims resulting from bodily injury or death of persons, or from damage to property and the resulting loss of its use, regardless of the ownership of such property and the identity of such persons, EXCEPT TO THE EXTENT THAT SUCH INJURY, DEATH OR DAMAGE WAS CAUSED IN PART, BY ANY ACT OR OMISSION, INCLUDING, WITHOUT LIMITATION, THE NEGLIGENCE, GROSS NEGLIGENCE OR STRICT LIABILITY, OF ANY PROTECTED PARTY. CONTRACTOR HEREBY RELEASES Protected Parties other than Alamo Colleges District from any and all Claims arising under this Agreement, EXCEPT TO THE EXTENT THAT SUCH CLAIMS WERE CAUSED, IN WHOLE OR IN PART, BY THE GROSS NEGLIGENCE OR STRICT LIABILITY OF ANY PROTECTED PARTY. Alamo Colleges District is a state governmental unit that is prohibited by law from indemnifying other parties pursuant to applicable Texas Attorney-General opinions. Notwithstanding anything appearing elsewhere to the contrary, there shall be no special assumption of liability, and no indemnification or "holding harmless" of Contractor, or any other party, by Alamo Colleges District, regardless of how characterized."

This Agreement supersedes all prior agreements and understandings between Arthur J. Gallagher Risk Management Services, Inc., and the Alamo Colleges District with respect to the subject matter hereof.

Jeremy Taub

Alamo Colleges District

Arthur J. Gallagher Risk Mgmt. Services, Inc.

APPROVED
AS TO FORM ONLY
Rose Laughead
GENERAL COUNSEL ALAMO COLLEGES

APPROVED
By rlaughead at 2:24 pm, Aug 26, 2019