

## Insurance Service Contract

THIS AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_, 2019 between City of Foley, Minnesota (“City”) and \_\_\_\_\_ (“Agent”) for insurance agent services as are listed below. The parties agree as follows:

1. **Services.** The agent shall assist the City in securing insurance coverage through the League on Minnesota Cities Insurance Trust. In addition to securing this insurance coverage through the League on Minnesota Cities Insurance Trust, the Agent shall:
  - a. Advise and assist the City in assembling and accurately reporting underwriting data, including updating property values, for rating purposes.
  - b. Advise and assist the City in evaluating and selecting among coverage alternatives such as deductibles, limits, optional coverage’s, alternative coverage forms, etc.
  - c. Review coverage documents and invoices to assure coverage has been correctly issued and billed.
  - d. Advise the City on potential gaps or overlaps in coverages to minimize risk and ensure cost effective coverage.
  - e. Assist the city as requested in submitting claims and interpreting coverage as applied to particular claims.
  - f. Review loss reports for correct reporting, appropriate reserves, etc.
  - g. Assist as requested with safety and loss control activities.
  - h. Assist the city in identifying risk exposures and developing appropriate strategies.

Collectively, this shall be referred to as the “Services.” Services do not include Worker’s Compensation Insurance, which the City handles on its own.

2. **Contract Price.** As compensation for the Services provided in the City, the Agent will receive annually a fee equal to 2% of the annual premiums paid by the City to LMCIT for property, liability and automotive coverages (“Fees”).
3. **Payment.** The Fees shall be paid to the agent by LMCIT on the city’s behalf.
4. **Agent’s Representations and Warranties.** Agent shall be responsible for all means, methods, techniques, sequences and procedures and for coordinating the Services. Agent warrants that Agent is licensed in the State of Minnesota. Agent has disclosed all real or perceived conflicts of interest. Agent is an independent contractor and nothing contained in the Contract is intended or shall be construed as creating an employee, copartner or joint venture relationship with the City.
5. **Compliance with Laws.** Agent will comply with all applicable federal and state laws, codes, regulations, municipal ordinances, and regulations, and will furnish all necessary reports and information to the appropriate federal, state and municipal agencies, with respect to all the foregoing, and will hold the City

harmless from any and all losses or damage occasioned by the failure of the Agent to comply with the terms of this paragraph. All data collected, created, received, maintained or disseminated for any purposes by the activities of the Agent because of this Contract is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.

6. **Termination.** The City has the right to terminate this Contract for convenience, and without cause, upon seven (7) days written notice to the Agent.

7. **Indemnity.** Agent, to the fullest extent permitted by law, agrees to defend, indemnify and save harmless the City, its agents and employees from all such claims including, without limiting the generality of the foregoing, claims for which the City maybe or may be claimed to be able, and legal fees and disbursements paid or incurred to enforce the provisions of this paragraph.

8. **Subcontracting and Assignment.** Contactor shall not enter into any subcontract for performance of any services contemplated under this Contract nor assign any interest in the Contract without the prior written approval of the City.

**IN WITNESS THEREOF**, the parties execute this Contract effective as of the date written above.

**City of Foley**

**Agent**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: Mayor

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_