

CONTRACT FOR  
INSURANCE BROKER SERVICES FOR LIABILITY INSURANCE FOR  
City of Ames

THIS AGREEMENT, made and entered into effective the 1<sup>st</sup> day of June 2024, by and between the City Of Ames, Iowa, a municipal corporation organized and existing pursuant to the laws of the State of Iowa (hereinafter sometimes called "City") and AssuredPartners (dba Knapp Tedesco Insurance), Ames, Iowa hereinafter called "Provider" or "Knapp Tedesco");

WITNESSETH THAT:

WHEREAS, the City of Ames has determined that certain services to be provided to the City of Ames and its citizens by Provider, such services and facilities being hereinafter described and set out, should be purchased in accordance with the terms of a written agreement as hereinafter set out;

NOW, THEREFORE, the parties hereto have agreed and do agree as follows:

I  
PURPOSE

The purpose of this Agreement is to procure for the City of Ames certain services as hereinafter described and set out; to establish the methods, procedures, terms and conditions governing payment by the City of Ames for such services; and, to establish other duties, responsibilities, terms and conditions mutually undertaken and agreed to by the parties hereto in consideration of the services to be performed and monies paid.

II  
SCOPE OF SERVICES

Provider shall provide the services set out in the City of Ames, Iowa, Request for Qualifications #2024-143 for Insurance Broker Services for Liability Insurance dated April 1, 2024, attached hereto as Exhibit A.

The City, without invalidating the Agreement, may direct changes in the services within the general scope of the Agreement, with the authorized payment maximum being adjusted accordingly. Any change in the scope of service by the provider shall be done by written agreement signed by both parties. The added cost or cost reduction to the City resulting from a change in the Agreement shall be determined by mutual acceptance of a lump sum properly itemized and supported by sufficient data to permit evaluation, or by unit prices stated in the Agreement or subsequently agreed upon.

It shall be the responsibility of the provider, before proceeding with any change in scope, to verify that the change has been properly authorized on behalf of the City. No additional changes or any other change in the Agreement will be allowed unless previously authorized in writing by the City, with the applicable compensation method and maximum authorized additional sum stated.

III  
METHOD OF PAYMENT

A. Payments shall be made by the City of Ames. The maximum total amount payable by the City of Ames under this Agreement is \$87,000 and no greater amount shall be paid without written amendment.

B. Payment will be made monthly. Provider shall submit an invoice: (FY 2024-25: \$28,000; FY 2025-26: \$29,000; FY 2026-27: \$30,000). The invoice shall include an itemization of the work for which payment is claimed. Invoices referencing the assigned purchase order number shall be sent to the following address:

City of Ames  
Finance Dept. – Accounts Payable  
PO Box 811  
Ames, IA 50010

IV  
FINANCIAL ACCOUNTING AND ADMINISTRATION

A. All claims for payment shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, or other documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified as such and readily accessible for examination and audit by the City or its authorized representative.

B. All records shall be maintained in accordance with procedures and requirements established by the City Finance Director, and the City Finance Director may, prior to any payment under this Agreement, conduct a pre-audit of record keeping and financial accounting procedures of the Provider for the purpose of determining changes and modifications necessary with respect to accounting for charges made hereunder. All records and documents required by this Agreement shall be maintained for a period of three (3) years following final payment by the City.

C. At such time and in such form as the City may require, there shall be furnished to the City such statements, records, reports, data, and information as the City may require with respect to the payments made or claimed under this Agreement.

D. At any time during normal business hours, and as often as the City may deem necessary, there shall be made available to the City for examination all records with respect to all matters covered by this Agreement and Provider will permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

V  
INSURANCE

A. The provider shall maintain insurance coverage in scope and amounts acceptable to the City's Risk Manager.

B. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City of Ames, its officials, employees, or volunteers.

C. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

D. Provider shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on standard insurance company forms or forms provided by the City and are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

E. Provider shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

F. To the fullest extent permitted by law the Provider shall indemnify and hold harmless the City of Ames, their agents, and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorneys' fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss, or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom; and (2) is caused in whole or in part by any negligent act or omission of the Provider, any Subcontractor, anyone directly or indirectly employed by any of them or any one for whose acts, any of them may be liable.

G. In no case will the Provider's coverage be constructed to provide coverage for acts of negligence alleged to be caused by the sole negligence of employees of the City of Ames.

VI  
PROPRIETARY RIGHTS AND CONFIDENTIAL INFORMATION

Provider agrees to hold in trust and confidence any confidential and/or proprietary information or data relating to City business and shall not disseminate or disclose such confidential information to any individual or entity, except Provider's employees or subcontractors performing services hereunder (who shall be under a duty of confidentiality), and any other individuals specifically permitted in each instance by the City.

VII  
TERMINATION

The City of Ames may terminate this Agreement without penalty to the City at any time by giving written notice to the Provider at least ninety (90) days before the effective date of such termination. In any case where the Provider fails in whole or in part to substantially perform its obligations or has delivered nonconforming services, the City shall provide a Cure notice. If after notice the Provider continues to be in default, the City may terminate this agreement immediately. The City shall only be obligated to compensate the Provider for compliant services performed prior to notice of termination.

VIII  
INDEPENDENT CONTRACTOR STATUS

Provider agrees that the relationship between Provider and the City is that of an independent contractor for employment tax purposes. The Provider shall be solely responsible for all taxes relating to payments under this agreement including those of employees.

IX  
LAWS

This contract is governed by the law of the State of Iowa with venue in the appropriate state and/or federal courts for Story County, Iowa.

X  
ASSIGNMENT

This Agreement may not be assigned or transferred by the Provider without the prior written consent of the City.

XI  
AFFIRMATIVE ACTION

Provider shall place on file with the City a statement of nondiscrimination policy in the form of a completed Assurance of Compliance with the City of Ames, Iowa, Affirmative Action Program satisfactory to the Affirmative Action Officer of the City.

XII  
DURATION

This Agreement shall be in full force and effect from and after June 1, 2024 until June 1, 2027, or, until terminated by the City of Ames, Iowa. The contract shall be renewed based on a mutual agreement on an annual basis thereafter for no more than two (2) additional one year terms, for a maximum total contract term of five (5) years.

IN WITNESS WHEREOF the parties hereto have, by their authorized representatives, set their hand and seal as of the date first above written.

CITY OF AMES, IOWA

ASSURED PARTNERS  
dba KNAPP TEDESCO INSURANCE

By: \_\_\_\_\_  
John A. Haila, Mayor

By: \_\_\_\_\_  
Steve D. Goodhue, President

Attest by: \_\_\_\_\_  
Renee Hall, City Clerk

EXHIBIT A  
ASSURED PARTNERS dba KNAPP TEDESCO INSURANCE  
SCOPE OF SERVICES  
INSURANCE BROKER SERVICES FOR LIABILITY INSURANCE

The selected broker shall provide, at a minimum, professional services and dedicated personnel necessary to perform the following:

Identify a staff member in a local, regional or national office with liability risk and insurance experience whose function is to provide program structure, design, finance, coverage and/or loss control and marketing support and as a dedicated resource to the local servicing team that will be handling the City's account.

Prepare specifications, account marketing strategies and Requests for Proposals for successfully approaching insurance markets that are a good fit within the design or redesign of the City's liability risk management program.

When so authorized by City representatives by means of a "Broker of Record Letter", approach appropriate markets on behalf of the City to design placement structure and obtain pricing with respect to the program adopted by the City.

Negotiate on the City's behalf the details of insurance contracts with selected carriers, including but not limited to such items as terms, conditions, support services, standard and manuscript coverage forms, limits, deductibles, multi-carrier coverage shares, joint loss agreements, insured values, loss control and other element coverage forms.

Audit resulting policies and rates for accuracy of coverage, premiums, terms and conditions and compliance with financial arrangements and administrative procedures acceptable to the City.

Present for City consideration, in a timely manner, an evaluation of the renewal quote from ICAP with recommendations.

Prepare insurance certificates and endorsements as requested by the City or its suppliers, contractors, or vendors.

Provide advice and assistance to City staff in dealing with underwriters, loss control or other insurer representatives regarding coverage, claims or loss control technique activities.

Provide an annual stewardship report covering the City's liability risk management program, with interim updates acceptable to the City's Risk Manager, to facilitate discussions, action items and accomplishment of goals and objectives, as well as other written reports and recommendations as is customarily expected from a professional insurance broker.

Provide assistance as needed in obtaining insurers' premium allocation information, as requested, so that premium costs may be properly charged back to appropriate departments.

Provide an evaluation and make recommendations with regards to the City's safety and loss control training. Make recommendations on other risk management/loss control program enhancements.

As required, attend meetings and conferences in representing the city with its insurance program.

The Provider will provide adequate updates to the progress of the schedule established under Section 2.7/2.8 – Program and Scope of Services.