

**CITY OF VALDEZ  
VALDEZ CITY SCHOOL DISTRICT**

**PROFESSIONAL SERVICES AGREEMENT  
2020-2022**

**HALE & Associates, Inc.  
100 Cushman Street, Suite 200  
Fairbanks, AK 99701  
Ph. 456-6671  
Fax 452-5214**

**Insurance-Bonds-Risk Management**

## **BROKER AGREEMENT**

THIS AGREEMENT is made and entered into this 1st day of July 2020, by and between CITY OF VALDEZ AND VALDEZ CITY SCHOOL DISTRICT (hereinafter referred to as "City") (hereinafter "CITY") and HALE & ASSOCIATES, INC. (hereinafter "BROKER"), a corporation organized and existing under the laws of the State of Alaska.

WITNESSETH:

WHEREAS, the CITY desires full services of a Broker for all lines of insurance coverage, and

WHEREAS, HALE & ASSOCIATES, INC. has been designated as BROKER for the CITY:

NOW THEREFORE, the parties hereto agree to the following:

1. The term of this Agreement shall be from July 1, 2020 through June 30, 2022, unless sooner terminated as herein provided. Two annual extensions are available at the discretion of the CITY.
2. The Broker shall:
  - A. Provide underwriting information and structure offerings to responsible and financially adequate insurers for the purposes of securing the insurance coverage requested by the CITY.
  - B. Check the wording and accuracy of each policy and endorsement prior to delivery. Any clarifications would be requested from the insurers.
  - C. Verify that rates and premiums are as quoted.
  - D. Submit originals of all policies and endorsements to the CITY.
  - E. Be available at all times to answer questions from the CITY.
  - F. Obtain answers from underwriters to policy coverage questions.

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- G. Keep continually up to date on the CITY's loss exposures through telephone discussions with personnel, inspections of premises or other methods deemed appropriate.
  - H. Review and comment on insurer loss control recommendations, if any.
  - I. Prepare Certificates of Insurance when requested by the CITY.
  - J. Provide list of losses incurred under each insurance policy or a statement that no losses have been incurred at least annually. Updates following policy expiration are required until all claims are closed.
  - K. Be reasonably available to meet with CITY personnel.
  - L. Assist the CITY in proving its claims with insurers, if disputes arise.
  - M. Arrange annual review of outstanding loss reserves with the appropriate carrier.
  - N. Meet with the CITY at least ninety (90) days prior to policy renewal dates to begin negotiations and provide information regarding costs, necessary coverages, market conditions, and other factors affecting renewal planning or strategy. Exact policy wording and renewal costs shall be provided to the CITY thirty (30) days prior to policy renewal dates.
3. The CITY shall pay an annual brokerage fee to the BROKER for performing its obligations under this Agreement. This fee shall be billed annually and paid within thirty (30) days of receipt of billing and is to cover all time and expenses incurred by the BROKER in the performance of this Agreement.

Annual brokerage fee for services under this contract: \$36,000.

All insurance shall be placed in consideration of said fee, with no commission accruing to BROKER for the placement of any insurance called for in this agreement.

4. The BROKER shall provide the CITY with a certificate evidencing its professional liability insurance prior to performing any services under this Agreement on behalf of the CITY should the city request.
5. This Agreement may be cancelled by either party, at any time, upon at least ninety (90) days advance written notice, hand delivered or mailed certified, return receipt requested, to the non-canceling party.
6. The rights granted to and duties assumed by BROKER under this Agreement may not be assigned or delegated by Broker without prior written consent of the CITY.
7. Both parties agree that time is of the essence and that time specifications contained herein are to be strictly construed.
8. This Agreement may be amended from time to time as may be necessary by mutual consent of both parties; provided, however, that no amendment to this agreement shall be effective unless in writing and signed by both parties.
9. If any provisions of this Agreement or any applications thereof shall be invalid or unenforceable, the remainder of the Agreement and any other application of such provisions shall not be affected thereby.
10. This Agreement embodies the entire Agreement and understanding between the parties and supersedes all prior agreements and understandings, oral or written relating to the subject matter hereof.
11. Both parties represent and warrant that they have the authority to execute this Agreement.

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IN WITNESS WHEREOF, the parties have executed this Agreement on the  
\_\_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF VALDEZ, ALASKA

HALE & ASSOCIATES, INC.

\_\_\_\_\_  
Jeremy O'Neil, Mayor

\_\_\_\_\_  
David R. Hale, President

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

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

ATTEST:

VALDEZ CITY SCHOOLS

\_\_\_\_\_  
Sheri Pierce, CMC, City Clerk

\_\_\_\_\_  
Amber Cockerham  
Business Manager

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

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

APPROVED AS TO FORM:  
Brena, Bell & Clarkson, P.C.

\_\_\_\_\_  
Jon S. Wakeland

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