SULTAN CITY COUNCIL

AGENDA ITEM COVER SHEET

ITEM NO: Consent C 7

DATE: July 22, 2010

SUBJECT: Contract for Broker Services - Insurance

CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director

ISSUE:
The issue before the City Council is authorizing the Mayor to sign the annual renewal of the Contract for Municipality Broker Services with Sultan Insurance Company.

SUMMARY:
The City is required under the agreement with the Cities Insurance Association of Washington Cities to have a Broker to assist with insurance matters. Sultan Insurance has provided this service for the past seventeen years.. The charge for 2010-11 is $800 for the year. This is a decrease of $200 from last year.

The Broker assists the City with the annual renewal process to verify vehicle, equipment and building coverages and assist with insurance claims.

FISCAL IMPACT:
This is incorporated into the annual budget for insurance.

STAFF RECOMMENDEDATION:
Authorize the Mayor to sign the contract for Municipality Broker Services with Sultan Insurance Company.

Attachments: 1. Contract for Service

CONTRACT FOR MUNICIPALITY BROKER SERVICES

Between CITY OF SULTAN and Sultan Insurance

Period of Contract: 9-1-10 to 9-1-11

In consideration of the promises and conditions herein, the Broker and the Municipality do mutually agree as follows:

1. DUTIES OF THE BROKER

A. The general objective of this contract is for the Broker to provide advice and consultation on Municipality insurance matters.

B. The Broker shall be responsible for:
   1. Completion and processing of all incident forms with follow ups as needed.
   2. Completion of all renewal questionnaires.
   3. Completion of all other forms pertaining to casualty & property insurance.

II. DUTIES OF THE MUNICIPALITY

A. In consideration of the Brokers satisfactory performance of the duties set forth herein, the Municipality shall compensate the Broker as follows:
   1. The Broker shall be compensated at a Flat Amount of $ 800.00 . We are again lowering our This fee, is due by Oct. 1st. Brokers Fee to $ 800.00

III. INDEPENDENT CONTRACTOR STATUS OF BROKER

A. The Broker shall perform all duties pursuant to this agreement as an independent contractor.

IV. PROHIBITION AGAINST ASSIGNMENT

A. Neither this agreement nor any interest therein may be assigned by either party without first obtaining the consent of the other party.

V. HOLD HARMLESS AND INDEMNIFICATION

A. It is expressly understood by the Municipality and the broker that the services provided by the Broker pursuant to this agreement are based, in part, on information provided to the Broker by the Municipality. The Municipality shall hold the Broker harmless and indemnify him/her from all claims and losses, including but not limited to negligence claims and/or losses.

VI. ORAL AGREEMENTS

A. This written agreement constitutes the mutual agreement of the Broker and Municipality in whole. No alterations or variations of the terms of this agreement and no oral understandings or agreements not incorporated herein, made in writing between the parties hereto, shall be binding.

VII. APPLICABLE LAW

A. This agreement shall be governed by the laws of the State of Washington;

VIII. NONDISCRIMINATION

A. No person shall, on the grounds of race, creed, color, national origin', or sex shall be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any activity performed, pursuant to this agreement.

In witness whereof, The Municipality and the Broker have executed this agreement consisting of (1) page.

MUNICIPALITY _____ DATE _____ BROKER Gayle A Claffey

Signature Signature