

City of Ankeny

Insurance Brokerage Agreement

The services under this agreement between the City of Ankeny (City), 410 West First Street, Ankeny, Iowa 50023 and LMC Insurance & Risk Management (LMC), 4200 University Avenue, Suite 200, West Des Moines, Iowa 50266-5945 will continue July 1, 2019 for a one-year period.

- I. This agreement shall take effect on **7/1/2019** for a period of twelve (12) months.
- II. LMC agrees to perform the following services during the period of this agreement:
 - a. Account Management Services
 - i. LMC team assigned to City of Ankeny with each team member's responsibilities clearly defined.
 - ii. Telephone/email listing including emergency, after-hours telephone numbers for each key individual.
 - iii. Advance notice to City of Ankeny, of any staff changes to LMC service team.
 - iv. Yearly action plan and service objectives.
 - v. Annual mid-term service review/stewardship report.
 - vi. Formal renewal action plan.
 - b. Program Consultation
 - i. Annual coverage review with suggestions for improvement and identification of uninsured risk.
 - ii. Deductible/retention review.
 - iii. Alternative risk financing options.
 - iv. Policy limit evaluation.
 - c. Account Marketing
 - i. Present City of Ankeny's exposures to underwriters in the most positive manner to increase underwriter's desire to present a competitive insurance program.
 - ii. Prepare written specifications/applications that City of Ankeny can review prior to submitting to carriers.
 - iii. Discuss marketing strategy/objectives with City of Ankeny prior to approaching carriers.
 - iv. Arrange meeting with insurance company underwriters, loss control consultants, and claims personnel where appropriate.
 - v. Spreadsheet alternative quotes showing limits, premiums, rates, deductibles, exclusions, etc.
 - vi. Identify each carrier's A.M. Best Rating.
 - vii. Identify each carrier's strengths and weaknesses in the areas of claims management and loss control services.
 - viii. Perform final negotiations as directed by City of Ankeny with enough time to Issue certificates of Insurance, auto I.D. cards, and binders.

- d. Customer Service
 - i. Bound Premium Comparison received by City of Ankeny prior to effective date of coverage.
 - ii. Certificate of Insurance forwarded to ICAP upon receipt of request.
 - iii. Original copy (with all endorsements attached) delivered to City of Ankeny within 60 days of receipt
 - iv. Policy reviewed and all policy terms and conditions verified for accuracy with needed changes ordered immediately.
 - v. Maintain open status list of all required policy changes, endorsements, and other needed action.
 - vi. Review "Insurance Provision" of City of Ankeny's various contracts before they are assigned.
 - vii. Be available for questions and coverage research.
- e. Loss Control Services
 - i. Develop annual risk management service plan.
 - ii. Perform historical loss analysis by loss and location to identify problem areas and trends.
 - iii. Perform audit of current safety program.
 - iv. Coordinate carrier's loss control efforts.
 - v. Private resource for safety related Issues.
 - vi. Location visits as agreed upon.
 - vii. Introduce MyWave (documents, OSHA 300 log, etc.)
- f. Claims Management Services
 - i. City of Ankeny's advocate on all claims disputes, issues, and problems.
 - ii. On-site claim assistance where needed.
 - iii. Periodic claim reviews as agreed upon (at least one WC claim review prior to expense modification calculations).
 - iv. Assist in monitoring and negotiation claims settlement.
 - v. Coordinate receipt of periodic loss reports.
 - vi. Coordinate online systems available from carrier.
 - vii. Evaluate claims handling performance of providers.

III. Client agrees to:

- a. Make available to LMC all policies, proposals, and insurance records, and other data essential to the performance of the selected services, as well as access to its plants and properties. The confidential nature of the information thus acquired is acknowledged by LMC and LMC agrees that it shall be divulged only to those entitled to receive it in connection with the services to be performed under this agreement.
- b. Advise LMC on a prompt and timely basis of any and all changes in operations or other such changes that may have any effect on the risk management decision making process.

IV. Broker Compensation

- a. LMC will receive standard commission paid by Iowa Municipal Workers Compensation Association (IMWCA) and Iowa Communities Assurance Pool (ICAP). This will include all Account Management, Loss Control and Claims Management Services. Compensation will be received directly from IMWCA and ICAP and no other fees/commissions shall be paid by the City of Ankeny.

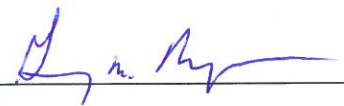
V. General Terms and Conditions

- a. Subcontracting
 - i. No portion of this work may be subcontracted without the prior written approval by the City.
- b. Termination of Contract
 - i. Notwithstanding anything set out elsewhere in this Contract this contract may be terminated by either party by giving the other party written notice of such intent not less than one hundred twenty (120) days prior to the effective date of termination.
- c. Hold Harmless Agreement
 - i. LMC agrees to protect, defend, indemnify and hold harmless the City of Ankeny and its officers and employees from any and all claims and damages of every kind and nature made, rendered, or incurred by or on behalf of the City or its employees arising out of or related to the services to be provided by LMC in accordance with this Agreement.

City of Ankeny, Iowa

LMC

By: _____

By: _____

Title

SR Vice President

Title

Date

4/9/19

Date