



"Responsibly Managing the Resources Entrusted To Us"

**Agreement for Insurance
Brokerage Services**

with

**Aon Risk Services Central Inc.
Des Moines, IA**

**Finance Department
Contract Number 2011-011-01**

Prepared by
City of Cedar Rapids
Contracts Department

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Attachments:

- A Description of the Project
- B Scope of the Services

Agreement for Insurance Brokerage Services

Contract # 2011-011-01

This agreement, hereinafter referred to as "Agreement", is by and between Aon Risk Services Central Inc. hereinafter called "Supplier" and the City of Cedar Rapids, Iowa, hereinafter called "City" and is to be effective on the date it is executed by the City as shown herein below. Both parties may be referred individually as "Party" and jointly as "Parties".

The Supplier and the City, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

1.0 Scope of Services

The Supplier shall, at its sole cost and expense, provide, perform and complete, in the manner described and specified in this Agreement, all necessary work, services, information, data and other items necessary to accomplish the Project, as defined in Attachment A, and in accordance with the Scope of Services attached hereto as Attachment B (hereinafter "Services"). Both Attachment A and B are by this reference incorporated herein and made part hereof. The Services will also include procuring and furnishing all approvals and authorizations, and certificates and policies of insurance as specified herein necessary to complete the Project. Supplier shall provide, perform, and complete all of the Services in a manner consistent with the highest standards of professional practice and in full compliance with, and as required by or pursuant to, this Agreement.

2.0 Revisions to Scope of Work

The City reserves the right to make changes to the Services to be provided which are within the Project. No assignment, alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing and agreed to by both the City and the Supplier. The Supplier shall not commence any additional work or change the scope of the Services until authorized in writing by the City. Supplier shall make no claim for additional compensation in the absence of a prior written approval and amendment of this Agreement executed by both the Supplier and the City. This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.

3.0 Term of Agreement

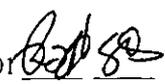
The initial term of this Agreement shall commence on the date the City executes this Agreement as shown below and shall end on June 30, 2016.

4.0 Compensation

4.1 The total compensation to be paid to the Supplier by the City for providing, performing, and completing the Services required for the Project shall be determined by the Compensation Schedule shown as Table 1 herein below, and shall not exceed \$921,147.

TABLE 1. – COMPENSATION SCHEDULE

	Year Ending June 30, 2012	Year Ending June 30, 2013	Year Ending June 30, 2014	Year Ending June 30, 2015	Year Ending June 30, 2016	Total 5 Year Cost
Current Policies	\$80,000	\$82,800	\$85,698	\$88,697	\$91,803	\$428,998
3.5% fee increase per year						
Excess Liability (amended to fee)	\$25,000	\$10,000	\$10,350	\$10,712	\$11,087	\$67,149
\$20,000 - \$30,000						
Proposed Fee Totals	\$105,000	\$92,800	\$96,048	\$99,409	\$102,889	\$496,146
Potential Flood Fee (See Clause 4.3) for Estimated Excess Flood Insurance						\$425,000
						\$921,147
Estimated Excess Flood Limit Needed	\$0	\$10,000,000	\$100,000,000	\$200,000,000	\$300,000,000	\$300,000,000



- 4.2 The service pricing is inclusive of all expenses to provide Services, as defined in Section 1.0.
- 4.3 The compensation tied to the placement of flood coverage in excess of the National Flood Insurance Program policies shall not exceed \$425,000, unless by written amendment approved by the City Council. The timing of the payments shall be agreed upon, and amended to this agreement, beginning with the placement of the first excess flood policy. The timing of the payments shall be structured based upon the breakout of work over the term of this agreement.
- 4.4 In addition to the compensation set forth herein, Supplier may be entitled to receive revenue from third parties due to, including but not limited to, contingencies, overrides, bonus commissions, national additional commissions, and/or administrative expense reimbursements. This revenue shall be retained by the Supplier and shall not, for any reason, be credited against the fee or any other compensation earned hereunder.
- 4.5 Premiums paid by the City to Supplier for remittance to insurers and City premium refunds paid to Supplier by insurance companies for remittance to the City are deposited into fiduciary accounts in accordance with applicable insurance laws until they are due to be paid to the insurance company or the City. Subject to such laws and the applicable insurance company's consent, where required, Supplier will retain the interest or investment income earned while such funds are on deposit in such accounts.

5.0 **Payment Terms and Invoice Procedures**

- 5.1 Invoicing shall be submitted to the City. Each invoice shall state the Agreement number (#2011-011-01), and shall include a report or reports as specified in Attachment B. The report(s) shall be presented in such detail, with supporting information in the format the City requests. All reports and supporting documentation must be accepted in writing by the City before any invoice related to such reports and documentation will be processed for payment.
- 5.2 All invoices shall be submitted via US mail to: City of Cedar Rapids Finance Department, attn: Risk Manager, 3851 River Ridge Drive NE, Cedar Rapids, IA 52402.
- 5.3 Payment terms for services authorized under this Agreement shall be net thirty (30) upon receipt of an acceptable original invoice and after Services are performed, inspected and accepted and all required documentation and reports are received in a format acceptable to the City.
- 5.4 The City may withhold payment, in good faith, for reasons including, but not limited to the following: documented unsatisfactory performance or progress on the Project, failure to comply with provisions of the Agreement, third party claims filed, inadequate reports or supporting documentation, reasonable good faith belief that a claim will be filed or other reasonable cause. Such withheld payment shall be made within 30 days after Supplier has remedied the reason cited by the City for withholding the payment.

6.0 **Insurance**

Supplier, at its own expense, shall procure and maintain during the entire term of this Agreement and any extensions thereof, the following insurance so as to cover all risk which shall arise directly or indirectly from Supplier's obligations and activities.

- 6.1 **Professional Liability Insurance** with limits of at least \$5,000,000 per occurrence covering all work performed by the Supplier, its employees, subcontractors, or independent contractors. If this coverage is written on a claims made policy form, the certificate of insurance must clearly state coverage is claims made. Coverage must remain in effect for at least two years after final payment with the Supplier continuing to furnish the City certificates of insurance.
- 6.2 **Subcontractors:** In the case of any work sublet, the Supplier shall require subcontractors and independent contractors working under the direction of either the Supplier or a subcontractor to carry and maintain the same workers compensation and liability insurance required of the Supplier.
- 6.3 **Qualifying Insurance:** Policies shall be issued by insurers authorized to do business in the State of Iowa and currently having an A.M. Best Rating of "B+" or better. If Professional Liability coverage is written on a claims made policy form, the certificate of insurance must clearly state coverage is claims made. Coverage must remain in effect for at least two years after final payment with the Supplier continuing to furnish the City certificates of insurance. The Supplier shall be responsible for deductibles and self-insured retentions in the Supplier's insurance policies.



7.0 Supplier Liability

- 7.1 Supplier liability to the City, in total, for the duration of the business relationship for any and all damages, costs, and expenses (including but not limited to attorneys' fees), whether based on contract, tort (including negligence), or otherwise, in connection with or related to the Services (including a failure to provide a service) or any other services that Supplier provides shall be limited to a total aggregate amount of US \$5,000,000, ("Liability Limitation"), to the fullest extent permitted by law.
- 7.2 This Liability Limitation shall apply to the City and extend to the City's respective directors, officers, employees and agents (hereinafter, (each a "City Group Member" and together, "City Group") wherever located that seek to assert claims against Supplier, and its parent(s), affiliates, subsidiaries and their respective directors, officers, employees and agents (each an "Supplier Group Member" and together, "Supplier Group"). Nothing in this Liability Limitation section implies that any Supplier Group Member owes or accepts any duty or responsibility to any City Group Member.
- 7.3 If the City or any City Group Member asserts any claims or makes any demands against Supplier or any Supplier Group Member for a total amount in excess of this Liability Limitation, then the City agrees to indemnify Supplier for any and all liabilities, costs, damages and expenses, including attorneys' fees, incurred by Supplier or any Supplier Group Member that exceeds this Liability Limitation.
- 7.4 As Supplier and the City intend the aforementioned Liability Limitation provisions to be enforceable, it is agreed that any over breadth in such provisions shall not itself render any of such provisions void, but rather, such provisions shall be interpreted and enforceable to the fullest extent permitted by applicable law.

8.0 Laws and Regulations

All applicable State of Iowa and federal laws, ordinances, licenses and regulations of a governmental body having jurisdiction shall apply to the Agreement throughout as the case may be, and are incorporated here by reference.

9.0 Subcontracting

This Agreement, or any portion thereof, may not be subcontracted without the prior written approval by the City.

10.0 Documentation

Quotes, information, calculations, notes and any other reports, documents, data or information, in any form, prepared, collected, or received by Supplier, or its subcontractors, if any, in connection with any or all of the Services ("Documents") shall be and remain the property of City. Upon termination of this Agreement, the Supplier shall promptly deliver all Documents to City. Supplier shall have the right to retain copies of the Documents for its files.

11.0 Access to Records

During the term of this Agreement, and until delivered to the City, Supplier and its subcontractors, if any, shall maintain and when requested by the City provide access to, all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Agreement.

12.0 Audits

The Supplier acknowledges that it may be required to submit to an audit of funds paid through this Agreement and as may be conducted in accordance with provisions of the Office of Management and Budget Circular A-133 (Audit of States, Local Government and Non-Profit Organizations).

13.0 Compliance with Laws

- 13.1 The Supplier shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations there under after execution of the Agreement shall be reviewed by the City and the Supplier to determine whether the provisions of this Agreement require formal modification.



13.2 The Supplier warrants that the Supplier and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the City. Failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination and denial of further work with the City.

14.0 Disputes

14.1 Should any disputes arise with respect to this Agreement, the Supplier and the City agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

14.2 The Supplier agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Agreement that are not affected by the dispute. Should the Supplier fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the City or the Supplier as a result of such failure to proceed shall be borne by the Supplier.

14.3 The City may withhold payments on disputed items pending resolution of the dispute. The unintentional delayed payment by the City to the Supplier of one or more invoices not in dispute in accordance with the terms of this Agreement will not be cause for Supplier to terminate this Agreement.

14.4 Notwithstanding the provisions in this Agreement, its Attachments and any amendments hereto, in no event will either Party, and their respective directors, officers, employees and agents ("Group") be liable to the other Group for any indirect, incidental, special, consequential, exemplary, punitive or reliance damages (including, without limitation, lost or anticipated revenues, lost business opportunities or lost sales or profits, whether or not either Group has been advised of the likelihood of such damages) arising out of services provided by Supplier or any of its affiliates.

14.5 Each Party on behalf of themselves and their respective officers, directors and employees agrees to waive their right to a trial by jury in any lawsuit or other legal proceeding against the other Party and/or its parent(s), affiliates, or subsidiaries, in connection with, arising out of or relating to this Agreement, or any services provided to the City by Supplier or its affiliates. In any such action or legal proceeding, neither Party shall name, as a defendant any individual employee, officer or director of the other Party or its parent(s), affiliates or subsidiaries.

15.0 Independent Supplier

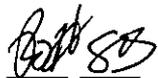
Both Parties hereto, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one Party shall not be deemed or construed to be the employees or agents of the other Party for any purposes whatsoever. Neither Party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other Party.

16.0 Force Majeure

Force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act therefore; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class or kind specifically named or referred to herein, not within the reasonable control of the Party affected. A delay in or failure of performance of either Party shall not constitute a default hereunder nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure. The Party who is prevented from performing by force majeure (i) shall be obligated, within a period not to exceed fourteen (14) days after the occurrence or detection of any such event, to give notice to the other Party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and (ii) shall remedy such cause as soon as reasonably possible.

17.0 Entire Agreement

This Agreement contains the entire agreement and understanding by and between the parties with respect to the subject matter hereof, and no representations, promises, agreements, or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by the Party against whom such waiver is sought to be enforced.



18.0 Warranties

- 18.1 Supplier warrants that the Services shall strictly conform to the requirements of this Agreement; shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Agreement, and shall be performed in accordance with the highest standards of professional practice, care, and diligence practiced by recognized similar entities in performing services of a similar nature in existence at the time of performance of the Services. THIS WARRANTY SHALL BE IN LIEU OF AND EXCLUDES ALL OTHER IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE.
- 18.2 Supplier shall be responsible for the quality, completeness and coordination of all reports, documents, data, information and other items and Services under this Agreement. Supplier shall, promptly and without charge, provide, to the satisfaction of City, all corrective Services necessary as a result of Supplier's errors, omissions, or negligent acts.
- 18.3 The Services and everything pertaining thereto shall be provided, performed, and completed at the sole risk and cost of Supplier. Supplier shall be responsible for any and all damages to property or persons as a result of Supplier's errors, omissions, or negligent acts. Notwithstanding any other provision of this Agreement, Supplier's obligations under this Section shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of City or Supplier, to indemnify, hold harmless or reimburse Supplier for such damages, losses or costs.

19.0 Remedies, Termination for Convenience, Defaults

19.1 City's Right to Withhold

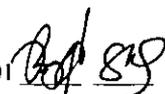
19.1.1 Notwithstanding any other provision of this Agreement and without prejudice to any of City's other rights or remedies, City shall have the right at any time or times, whether before or after approval of any pay request, to deduct and withhold from any Payment that may be or become due under this Agreement such amount as may reasonably appear necessary to compensate City for any actual or prospective loss due to:

- (1) Services that are defective, damaged, flawed, unsuitable, nonconforming or incomplete;
- (2) damage for which Supplier is liable under this Agreement;
- (3) liens or claims of lien regardless of merit;
- (4) claims of subcontractors, suppliers, or other persons regardless of merit;
- (5) delay in the progress or completion of the Services; (6) inability of Supplier to complete the Services;
- (7) failure of Supplier to properly complete or document any pay request;
- (8) any other failure of Supplier to perform any of its obligations under this Agreement; or
- (9) the cost to City, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of City's remedies set forth in this Agreement.

19.1.2 City shall be entitled to retain any and all amounts withheld until Supplier shall have either performed the obligations in question or furnished security for such performance satisfactory to City. City shall be entitled to apply any money withheld or any other money due Supplier under this Agreement to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees, and administrative expenses incurred, suffered, or sustained by City and chargeable to Supplier under this Agreement.

19.2 Termination for Convenience

Either Party may terminate this Agreement at any time by giving written notice to the other Party of such termination and specifying the effective date thereof, at least thirty (30) working days before the effective date of such termination. In that event, all finished or unfinished services, reports, materials(s) prepared or furnished by the Supplier under this Agreement, shall at the option of the City, become its property. If the award is terminated as provided herein, the Supplier



shall be paid an amount as of the time notice is given by the City for all Services which have been provided, performed and completed. The City will not be subject to any annual service period charge.

19.3 Default and Termination for Cause

If through any cause, the Supplier shall fail to fulfill in a timely and proper manner its obligations or if the Supplier shall violate any of the terms or conditions of this Agreement, the City shall thereupon have the right to terminate the Agreement by giving written notice to the Supplier of such termination and specifying the effective date of termination. In that event, and as of the time notice is given by the City, all finished or unfinished services, reports or other materials prepared by the Supplier shall, at the option of the City, become its property, and the Supplier shall be entitled to receive compensation for any satisfactory work completed, prepared documents or materials as furnished. Notwithstanding the above, the Supplier shall not be relieved of liability to the City for damage sustained by the City by virtue of breach of the award by the Supplier and the City may withhold any payments to the Supplier for the purpose of set off until such time as the exact amount of damages due the City are determined.

20.0 Assignment

Supplier shall not assign this project or any monies to become due hereunder without the prior written consent of the City. Any assignment or attempt at assignment made without such consent of the City shall be void.

21.0 Availability of Funds

Purchases under this contract beyond the end of the current fiscal year are contingent upon the appropriation of funds for such purposes during the ensuing fiscal year(s).

22.0 Equal Opportunity

The Supplier agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry or physical handicap.

23.0 Collusive Proposal

The Supplier certifies that the proposal submitted by said Supplier is done so without any previous understanding, agreement or connection with any person, firm, or corporation making a proposal for the same contract, without prior knowledge of competitive prices, and it is, in all respects, fair, without outside control, collusion, fraud or otherwise illegal action.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in triplicate as of the latest date set forth below.

Primary Supplier Contact:

Scott Scheidel

Aon Risk Services Inc.
2700 Westown Parkway, Suite 320
West Des Moines, IA 50266

Phone (515) 267-9101
Fax (515) 267-9045
E-Mail scott.scheidel@aon.com

Aon Risk Services Central, Inc.


James L. Arts, Resident Managing Director

Date: 6/28/11

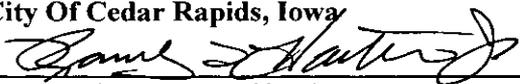
Primary City Contact:

Casey Drew

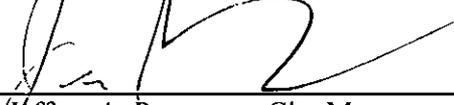
City of Cedar Rapids, Iowa
3851 River Ridge Drive NE
Cedar Rapids, Iowa 52402

Phone (319) 286-5097
Fax (319) 286-5130
E-Mail c.drew@cedar-rapids.org

City Of Cedar Rapids, Iowa


By: Randy Hartman, City Contracts Manager

Date: 06/29/11


By: Jeffrey A. Pomeranz, City Manager

Date: 4/21/11

Attachment A

DESCRIPTION OF THE PROJECT

The contract for services with the Supplier is to assist the City in its operation of risk management programs for a period of five (5) years for liability coverage ("Liability") and for property coverage ("Property"). The Supplier will be expected to provide a full range of services, including but not limited to, placing the City's insurance coverages, assisting City staff with insurance related issues and providing detailed, written insurance coverage recommendations, as determined by the City.

Insurance coverages to be placed on behalf of the City include, but are not limited to: Property and Liability exposures identified as follows:

Expiration Date		Insurance Policy
Jan	1 2012	Special Events Liability (Lloyd's London)
Jan	20 2012	Lead Paint Hazard Control Liability (Chartis) \$21,188 ÷ 3 Years
Apr	5 2011	Liquor Liability at Golf Courses (Founders)
June	7 2011	49 National Flood Insurance Policies (NFIP)
Aug	1 2011	Airport Liability (Chubb)
Aug	1 2011	Airport Errors and Employment Practices Liability (Chartis)
Sep	1 2011	Auto Liability 4 cars Housing Assistance program (Acuity)
Oct	25 2011	Public Works Underground Tank Liability (PMMIC)
Oct	26 2011	Bus Underground Tank Liability (PMMIC)
Oct	26 2011	Ellis Recreation Underground Tank Liability (PMMIC)
Oct	29 2011	National Flood Insurance Policy (NFIP)
Nov	1 2011	Property Insurance (Travelers)
Nov	1 2011	5 Steam Boilers (Hartford Steam Boiler)
Nov	15 2010	Liquor Liability for 8 months at Softball Fields (Illinois Casualty)
Dec	8 2011	Blanket Employees and Volunteers Bond (Travelers)
Dec	8 2011	Excess Employees Bond (Hartford)
Starting Date		
Summer	2011	Excess-Liability Insurance - estimated cost \$150,000 to \$200,000
Fall	2012	Excess Flood Insurance on Flood Repaired Buildings

Supplier will be expected to maintain adequate staff and facilities, maintain and retain records, maintain all required licenses, keep current on the changes in insurance law, meet with City personnel and be fully prepared to address the City's interests and needs in terms of risk management products and services.

Attachment B

Scope of Services

The Services will also include procuring and furnishing all approvals and authorizations, and certificates and policies of insurance as specified herein necessary to complete the Project.

The work to be performed under this Agreement shall consist of providing services including at a minimum, the following insurance brokerage services for the insurance coverages the Supplier is selected to provide and possess and keep in force all licenses and permits required to perform the services listed herein:

- A. Assist City in design specifications for the insurance program and market the program for coverage when instructed to do so by the City which may also include the completion of all applications, documents and gathering data which may be requested of City by insurance companies.
- B. Suggest alternative risk financing vehicles to reduce the City's cost of risk.
- C. Analyze proposals received from various insurance companies and other parties, negotiate changes for the benefit of the City and verify the reasonableness of the price for the coverage provided.
- D. Provide the City with a summary of various insurance program options, including but not limited to: limits, coverages, retention levels, terms, conditions, payment options and self insurance.
- E. Make recommendations to the City as to the insurance program providing the highest level of coverage at the best possible price to meet the City's needs and objectives.
- F. Provide recommendations as to the most cost effective means for addressing the City's property and liability exposures.
- G. Represent the City in all negotiations with insurers, underwriters and other parties with regard to the insurance program.
- H. When instructed to do so by the City, administer the placement of coverage and provide original binders, policies and endorsements as required in the timetable specified by the City.
- I. Provide review of binders and policies including verification of conformity to specifications. Request any necessary endorsements/changes/revisions that may be required.
- J. Provide insurance coverage summaries/descriptions as requested by the City.
- K. Assure that insurance policies are placed with reputable and financially responsible insurers (based on insurance rating among other criteria), including keeping the City informed of any changes in rating of the insurers and making recommendations should ratings change during the policy term.
- L. Evaluate the insurance program and recommend coverage changes and improvements to provide the highest level of coverage at the least possible cost to the City.
- M. Oversee and coordinate all relevant services performed by insurance companies/underwriters or any service agencies arranged for insurance program related issues and concerns.
- N. Perform administrative and clerical services relative to account management, including but not limited to, issuance of certificates of insurance, and verification of the accuracy of bills, audits and all premium adjustments.
- O. Submit all premiums/payments to carriers and other parties. All payments/premiums will be made to the selected Broker.
- P. Assign an Account Manager to the City who will be responsible for communication with the City and who, along with any other team members assigned, must be available to the City for advice and consultation on insurance program related issues and concerns.
- Q. Attend meetings related to the insurance program with City staff and other parties, as requested with a minimum of 12 meetings per year with City staff and 4 meetings per year with the Eastern Iowa Airport in Cedar Rapids.
- R. Review any related insurance company audits for accuracy.
- S. Review various insurance publications and provide the City with copies of articles applicable to municipal insurance issues.



- T. Provide the City with municipal market trends on a regular basis.
- U. Coordinate (at a minimum) annual claims meetings with City staff and a representative of the underwriters.
- V. Act as a liaison between the City and the carriers to resolve claims.
- W. Advise the City, when requested, on coverage applicability to specific claims.
- X. Consult with the City regarding the proposed claims counsel the insurance company plans to use with any claim.
- Y. Review loss runs quarterly, provide copies of the loss runs to the City and advise the City of any anticipated problems.
- Z. The Broker must be able to place the Liability and Property insurance coverage on the items listed in Attachment A.

