

EXHIBIT C

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement is made on the _____ day of _____, between the City of Moorhead, 500 Center Avenue, P.O. Box 779, Moorhead, Minnesota 56561 (“City”) and

(“Contractor”) whose business address is: _____

Preliminary Statement

The City has adopted a policy regarding the selection and hiring of contractors to provide a variety of professional services for City projects. That policy requires that persons, firms, or corporations providing such services enter into written agreements with the City. The purpose of this Agreement is to set terms and conditions for the provision of insurance agent/broker services by the Contractor for the City.

The City and Contractor agree as follows:

1. **Contractor’s Services.** The Contractor agrees to provide professional services as described in Exhibit ___, attached and made part of this Agreement.
2. **Time for Performance of Services.** The Contractor shall perform the services outlined in the work program on as-needed basis, except for the following services:
 - 1) renewal applications shall be completed and submitted not less than 45 days before the policy expiration date, and
 - 2) policies shall be delivered to the City by the contractor not less than 30 days after the policy’s inception date.
3. **Compensation for Services.** City agrees to pay the Contractor for services as described in Exhibit ___, attached and made a part of this agreement.

4. **Method of Payment.** The Contractor shall submit itemized bills for services provided to the City on a quarterly basis. Bills submitted shall be paid in the same manner as other claims made to the City.

For work reimbursed on an hourly basis, the contractor shall indicate for each employee, his or her name, the number of hours worked, rate of pay for each employee, a computation of amounts due for each employee, and the total amount due. Contractor shall verify all statements submitted for payment in compliance with Minnesota Statutes Sections 471.38 and 471.391.

For reimbursable expenses, if permitted in Exhibit ____, the Contractor shall provide such documentation as reasonably required by the City.

5. **Audit Disclosure.** The Contractor shall allow the City or its duly authorized agents reasonable access to such of the contractor's books and records as are pertinent to all services provided under this Agreement.

Any reports, information, data, etc. given to, or prepared or assembled by, the Contractor under this Agreement which the client requests to be kept confidential shall not be made available to any individual or organization without the City's prior written approval. All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor shall become the property of the city upon termination of this Agreement, but Contractor may retain copies of such documents as records of the services provided. The city agrees that the contractor is the sole owner of and the City has no right to:

- 1) proprietary computer programs
- 2) proprietary procedures, and
- 3) underwriting and client files developed by Contractor.

6. **Term.** The term of this Agreement shall be from _____ through _____, the date of signature by the parties notwithstanding. This Agreement may be extended upon the written mutual consent of the parties for such additional period as they deem appropriate, and upon the terms and conditions as herein stated.

7. **Termination.** This Agreement may be terminated by either party by seven days' written notice delivered to the other party at the address written above. Upon termination under this provision if there is no fault of the Contractor, the Contractor shall be paid for services rendered and reimbursable expenses until the effective date of termination. If, however, the City terminates the Agreement because the Contractor has failed to perform in accordance with this Agreement, no further payment shall be made to the contractor, and the City may retain another Contractor to undertake or complete the work identified

in Paragraph 1. If, as a result, the City incurs total costs for the work (including

payments to both the present Contractor and a future Contractor) which exceed a maximum Agreement amount, if any, specified in Paragraph 3, then the Contractor shall be responsible for the difference between the cost actually incurred and the Agreement amount.

8. **Subcontractor.** The Contractor shall not enter into subcontracts for any of the services provided for in this Agreement without the express written consent of the City.
9. **Independent Contractor.** At all times and for all purposes hereunder, the Contractor is an independent contractor and not an employee of the City. No statement herein shall be construed so as to find the Contractor an employee of the City.
10. **Assignment.** Neither party shall assign this Agreement, nor any interest arising herein, without the written consent of the other party.
11. **Services Not Provided For.** No claim for services furnished by the Contractor not specifically provided for herein shall be honored by the City.
12. **Severability.** The provisions of this Agreement are severable. If any portion hereof is, for any reason, held by a court of competent jurisdiction to be contrary to the law, such decision shall not affect the remaining provisions of the Agreement.
13. **Entire Agreement.** The entire Agreement of the parties is contained herein. This Agreement supercedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.
14. **Compliance with Laws and Regulations.** In providing services hereunder, the Contractor shall abide by all statutes, ordinance, rules and regulations pertaining to the provision of services to be provided. Any violation shall constitute a material breach of this Agreement and entitle the City to immediately terminate this Agreement.
15. **Equal Opportunity.** During the performance of this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, or age. The Contractor shall post in places available to employees and applicants for employment, notices setting fourth the provisions of this non-discrimination clause and stating that all qualified applicants will receive consideration for employment. The Contractor shall incorporate the foregoing requirements of this paragraph in all of its subcontracts for program work, and will require all of its subcontractors for such work to incorporate such requirements in all subcontracts for program work.
16. **Waiver.** Any waiver by either party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement.

17. **Indemnification.** Contractor agrees to defend, indemnify and hold the City, its officers and employees harmless from any liability, claims, damages, costs, judgments, or expenses including reasonable attorney's fees, resulting directly or indirectly from an act or omission (including without limitation professional errors or omissions) of the Contractor, his agents, employees or contractors in the performance of the services provided by this Agreement and against all losses by reasons of the failure of said Contractor fully to perform, in any respect, all obligations under this Agreement.
18. **Insurance.** During the term of this Agreement, Contractor shall maintain a general liability insurance policy with limits of at least \$1,500,000 for each person, and each occurrence, for both personal injury and property damage. This policy shall name the City as an additional insured for the services provided under this Agreement and shall provide that the Contractor's coverage shall be the primary coverage in the event of a loss. The policy shall also insure the indemnification obligation contained in Paragraph 17. A certificate of insurance on the City's approved form which verifies the existence of these insurance coverages must be provided to the City before work under this Agreement is begun.
19. **Governing Law.** This Agreement shall be controlled by the laws of the State of Minnesota.
20. **Contractor** shall use its best efforts to secure any insurance required for the proper administration of the City. In the event an insurance company cancels or refuses to place any necessary insurance, Contractor shall use its best efforts to obtain insurance from another insurer.

Executed as of the ____ day of _____, _____.

CITY OF MOORHEAD

CONTRACTOR

By _____
Its Mayor

By _____
Its _____

By _____
Its City Manager

By _____
Its _____

Approved as to Form and Legality

John Shockley, City Attorney
Ohnstad Twitchell Law Firm
901 13th Avenue East
West Fargo, ND 58078

INS/RFP-ExC