

**MOPERM PUBLIC ENTITY RISK MANAGEMENT FUND
AGENCY AGREEMENT**

This Agreement, made this ____ day of _____, 20____, by and between

(Agency Legal Name and Address)

hereinafter designated as “Agency”, and the Board of Trustees of the Missouri Public Entity Risk Management Fund, a body corporate and politic duly organized and existing under and by virtue of the laws of the State of Missouri, hereinafter designated as “MOPERM”.

Witnesseth That:

Pursuant to RSMo 537.705 and MOPERM Policy #9 the Board of Trustees may contract with licensed independent insurance agencies, granting such agencies non-exclusive marketing rights and authorizing said agencies to submit and receive proposals for such coverages of such classes of risks on public entities located in the State of Missouri; subject, however, to restrictions placed on the Agency by the laws of the State of Missouri and in accordance with MOPERM’s own operating policies and procedures and to the terms and conditions hereafter set out.

IT IS AGREED THE AGENCY SHALL:

Be a duly licensed insurance agency evidenced by a current Business Entity Producer license issued by the State of Missouri.

Be responsible for acquiring and maintaining current and accurate knowledge of MOPERM’s coverages and procedures.

Endeavor at all times to place the public interest above its own and to competently advise and serve its public entity account; strive to improve the public entity’s understanding of coverages provided by MOPERM; and respect and promote the MOPERM Mission Statement.

Shall not publish, distribute or circulate advertising or information of any character on behalf of MOPERM without prior written consent of MOPERM.

Shall not knowingly or intentionally make false statements or analysis of MOPERM coverages and is not authorized without prior approval by MOPERM to determine or communicate MOPERM's position on coverage for a specific claim, potential claim, or hypothetical claim, to a member entity, its officers or employees, a claimant or a claimant's representative.

Shall not be allowed to write current direct business with MOPERM, but may with MOPERM's knowledge and approval enter into a consultant role with a public entity. MOPERM will not pay a commission to an Agency acting in a consulting role for coverages for a public entity member.

Be authorized to submit and receive proposals for coverage of such classes of risks as MOPERM offers, but shall have no authority to accept or bind coverage; such coverage applied for shall be effective and bound only by MOPERM.

Shall have no authority to change, omit, add to, or waive any question, statement or answer on any application, and shall have no authority to change, omit, add to, waive or discharge any provision of any coverage authorized or issued by MOPERM. The Agency shall indemnify and save MOPERM harmless from any and all expenses, costs, causes of action, and damages resulting from or growing out of unauthorized acts or transactions of the Agency or its employees.

Present *any and all* MOPERM coverage proposals to a potential account in the original MOPERM quote format. MOPERM agrees the Agency may use the MOPERM quote format as part of its own proprietary proposal format, as long as no alterations are made to the MOPERM format.

Agency/Producer shall deliver the MOPERM original invoice to member without alteration or transfer to a different format. Agency shall be authorized to collect contribution amounts owed to MOPERM and shall immediately remit to MOPERM the entire amount of contribution so collected from a public entity.

Maintain a book of business with MOPERM of not less than one current participating public entity. In the event the Agency's entire book of business with MOPERM becomes inactive due to cancellations or non-renewals, the Agency status will automatically be deemed to be probational for no longer than six (6) months following the effective date of the last account cancellation or non-renewal. If the Agency

does not place an account with MOPERM within the probational period of time, the Agency status will be deemed Inactive. An Inactive Agency will be required to complete a new agreement before submitting and receiving proposals for coverage.

Unless specifically authorized by MOPERM, the Agency shall not commit MOPERM as to liability in connection with any claim or loss which may occur under any contract of coverage. Agency or its producers and employees shall immediately report all claims and losses and turn over all legal process involving coverage placed with MOPERM. If the Agency, or any of its producers or employees, through negligence, causes a loss for MOPERM, MOPERM may pursue an action against the Agency for reimbursement of any loss paid to a member.

Receive commissions on coverage placed by the Agency with MOPERM at the following rates:

10% - Liability Coverages including Automobile Physical Damage

15% - Property Coverages

Commissions shall be paid to the Agency as named in this Agreement from contributions paid to MOPERM by the participating public entities represented by the Agency. Commission shall be payable only when and as contributions are received by MOPERM from the public entity. It is a condition of this Agreement that the Agency shall refund ratably to MOPERM, on business heretofore or hereafter written, commissions on cancelled business and on reductions in contribution at the same rate at which such commissions were originally retained.

Immediately report to MOPERM in writing any regulatory or disciplinary action on the Agency or one of its producers or employees by the Missouri Department of Insurance, Financial Institutions and Professional Registration.

Shall give ninety (90) days' written notice of mergers, acquisitions or other material changes to the status of the Agency's operations or license. Failure to provide timely notice will delay recognition of the merger, acquisition or other material change by MOPERM, including all current policy service and commission payments, until MOPERM's next fiscal year.

In the event of termination of this Agreement, the records, use and control of expirations shall be vested in the Agency and shall remain the property of the Agency, subject to MOPERM's right to solicit the sale of liability coverage directly to an entity previously served by the Agency on behalf of MOPERM.

IT IS AGREED MOPERM SHALL:

Provide the Agency, its producers and employees, with timely coverage proposals based on submitted data and in accordance with MOPERM underwriting guidelines.

Endeavor to provide the Agency, its producers and employees, with current and accurate information and education on MOPERM coverages and procedures.

Expressly reserve the right to provide coverage directly to any public entity at such public entity's request, even if the Agency has previously placed coverage with MOPERM for such public entity for the previous coverage year, or for previous coverage years, and in such event, the Agency shall not be entitled to any commission on coverage directly placed or directly renewed with MOPERM by the public entity. However, the ownership, use and control of expirations, the records thereof, and the Agency's work product, shall remain in the undisputed ownership and possession of the Agency. MOPERM shall not use its records of those expirations in any marketing method for the sale, service or renewal of any form of coverage or other product/service which abridges the Agency's right of exclusive ownership, use and control of the expirations, nor shall MOPERM refer or communicate this expiration information or work product to any other agency or other party.

Not be responsible for the Agency's account(s) not receiving coverage documents, invoices, endorsement documents or Statements of Coverage that are delivered to the Agency in electronic form.

Not be responsible for Agency expenses such as rentals, transportation, facilities, clerk hire, solicitor fees, postage, advertising, exchange, personal local license fees, adjustment by the Agency of losses under policies or coverages issued by the Agency, or any other Agency expenses whatsoever.

AGREEMENT TERMINATION:

This Agreement may be terminated by either party at any time upon 60 days' written notice to the other. The mailing of notice shall be sufficient proof of mailing.

Upon termination of this Agreement by MOPERM, all coverages that meet current underwriting standards and that become due for renewal within a one-year period following termination will be renewed, at the public entity's request, for a term of one additional year. On all coverages renewed during the one-year period following termination, the Agency will receive the same rate of commission as was in effect on the date of termination, subject to the terms in effect prior to termination. Following the Agency's termination, MOPERM will assume responsibility for notifying any public entity member of its intent not to renew any coverage.

ARBITRATION:

If any dispute or disagreement arises in connection with any interpretation of this Agreement, its performance or nonperformance, or the figures and calculations used, the Agency Principal and MOPERM's Executive Director shall make every effort to meet in good faith and settle the dispute informally. The Agency shall have up to thirty (30) days following effective date of cancellation or non-renewal to make a written appeal to the MOPERM Board of Trustees. The determination of the MOPERM Board of Trustees on the appeal shall be final and binding.

MISSOURI PUBLIC ENTITY RISK MANAGEMENT FUND
PO BOX 7110
JEFFERSON CITY, MO 65102

By _____
MOPERM Executive Director

Date

Agency Name (Please Print)

By _____
Agency Principal Signature

Date

Agency Principal (Please Print Name)