



### **Indemnification and Hold Harmless Agreement**

Date: December 20, 2022

To the fullest extent permitted by law, CITY OF JACKSON, MISSOURI agrees to indemnify, defend and hold harmless MACON MUNICIPAL UTILITIES (MMU), its officers, agents, volunteers, lessees, invitees and employees from and against all suits, claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or alternative dispute resolution costs arising out of or related to any such suit, claim, damage, loss or expense involving an injury to a person or persons, whether bodily injury or other personal injury (including death), or involving an injury or damage to property (including loss of use or diminution in value), but only to the extent that such suits, claims, damages, losses or expenses arising from or alleged to have arisen from your (City of Jackson, Missouri) work or the work of any supplier or sub City of Jackson, Missouri, or their agents or employees, directly or indirectly, regardless of whether caused in part by the negligence or wrongdoing of MMU or any of its agents or employees.

#### **Insurance Requirements:**

CITY OF JACKSON, MISSOURI shall purchase and maintain the following insurance, at CITY OF JACKSON, MISSOURI's expense:

- Commercial General Liability Insurance with a minimum limit of \$1,000,000 each occurrence / \$2,000,000 general aggregate written on an occurrence basis.
- Comprehensive Business Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by CITY OF JACKSON, MISSOURI with a combined single limit of \$1,000,000 minimum.
- Workers Compensation insurance with statutorily limits required by any applicable Federal or state law and Employers Liability insurance with minimum limit of \$1,000,000 per accident.

Prior to commencing work, CITY OF JACKSON, MISSOURI shall provide MMU certificates of insurance evidencing the required coverages. MMU's receipt or review of any certificate of insurance reflecting that CITY OF JACKSON, MISSOURI or one of its subcontractors or suppliers has failed or may have failed to comply with any insurance requirement of the contract documents shall not constitute a waiver of any of MMU's insurance rights under the contract documents, with all such rights being fully and completely reserved by MMU.

CITY OF JACKSON, MISSOURI shall make MMU an additional insured on each policy of insurance that CITY OF JACKSON, MISSOURI is required to maintain under the contract documents. Similarly, CITY OF JACKSON, MISSOURI shall require insurance with the same coverage and limits from its subcontractor and suppliers, and their insurance policies shall be endorsed to name the same additional insureds as required of CITY OF JACKSON, MISSOURI.

Each additional insured endorsement shall expressly afford coverage to the additional insureds not only arising out of the named insured's operations or work but also arising out of the named insured's completed operations.

Umbrella or Excess Liability may satisfy minimum liability limits required above for Commercial General Liability under and Umbrellas or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrellas or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest Each Occurrence limit for either Commercial General Liability or Business Auto Liability. City of Jackson, Missouri agrees to endorse the City, its officers, agents, volunteers, lessees, invitees, and employees covered as an additional insured on the Umbrellas or Excess Liability and the Certificate of Insurance states that the Umbrella or Excess Liability provides coverage on a "Follow -Form" basis.

All completed operations coverages shall be maintained by CITY OF JACKSON, MISSOURI and its subcontractors or suppliers for five (5) years following the completion of the Work.

Any coverage available to MMU as a named insured shall be secondary, so that the coverage to MMU as an additional insured on the policies maintained by CITY OF JACKSON, MISSOURI and subcontractors is primary.

If any of the required policies provide coverage on a claims-made basis: The retroactive date must be shown and must be before the date of the contract or the beginning of contract work. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

MMU reserves the right to selectively trigger any one or more insurance policies that afford MMU coverage, whether as a named insured or as an additional insured.

CITY OF JACKSON, MISSOURI agrees that MMU shall be provided at least sixty (60) days advance written notice of any cancellation or rescission of any policy that CITY OF JACKSON, MISSOURI or any of its subcontractors or suppliers is required to maintain under the contract documents.

All policies, including umbrellas or excess, of insurance must be on a primary basis, non-contributory with any other insurance (including primary, excess, self-insurance, or any other basis) carried by the city.

No provision of this agreement shall constitute a waiver of the member's right to assert a defense based on sovereign immunity, official immunity or any other immunity available under law. For any claim or suit seeking damages from the Missouri municipality scheduled in this endorsement because of "bodily injury", "property damage", or "personal and advertising injury" caused by "your work", the coverage provided herein does not apply to any claim or "suit" which is barred by the doctrines of sovereign immunity, qualified immunity, and/or official immunity although defense of such actions will be provided. No provision of this condition of coverage, endorsement, or this policy, will constitute a waiver of this company's right to assert a defense based on the doctrines of sovereign immunity, qualified immunity, and/or official immunity.

If the CITY OF JACKSON, MISSOURI maintains broader coverage and/or higher limits than the minimums shown, MMU requires and shall be entitled to the broader coverage and/or high limits maintained by the CITY OF JACKSON, MISSOURI. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to MMU.

**Project: Removal and acquisition of Worthington Generator engine parts from the Macon Municipal Utilities (MMU) facility located at 404 E. Vine Street, Macon, MO 63552.**

By:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone

Revised December 2022