



hagan hamilton

INSURANCE SOLUTIONS

PERSONAL SERVICES AGREEMENT

Net of Commission Insurance Services Agreement

EFFECTIVE DATE

May 31, 2026

PARTIES

Hagan Hamilton Insurance, Inc. (Consultant)

The City of St. Helens (Client)

This Personal Services Agreement (the “Agreement”) is entered into as of **May 31, 2026** by and between **Hagan Hamilton Insurance, Inc.**, an Oregon corporation (“Consultant”), and **The City of St. Helens**, a municipality organized under the laws of the State of Oregon (“Client”).

1. PURPOSE

The purpose of this Agreement is to formalize the relationship between Consultant and Client for the provision of insurance brokerage, advisory, and risk management services in connection with the Client’s participation in its respective insurance pool program, and to establish a **Net of Commission (NoC)** compensation structure.

2. TERM

This Agreement shall commence on **May 31, 2026** and shall remain in effect for a period of five years and until terminated by either party with 30 days’ written notice.

This Agreement may be renewed upon mutual written agreement of both parties.

3. SCOPE OF SERVICES

Consultant agrees to provide ongoing insurance and risk management services, including but not limited to the following:

A. Insurance Program Management

- Routine review of policies, coverage forms, endorsements, and schedules
- Verification of accuracy and completeness of exposures and values
- Coordination with the applicable insurance pool on coverage, renewals, and updates
- Assistance with coverage interpretation and clarification

B. Renewal & Strategic Advisory Services

- Annual review of insurance program structure and pricing
- Identification of opportunities to improve program efficiency and cost structure
- Development of long-term strategies to manage total cost of risk
- Preparation of renewal summaries and recommendations for Client leadership

C. Claims Advocacy & Support

- Assistance with claims reporting and coordination
- Ongoing communication with claims adjusters as needed
- Advocacy on behalf of Client to ensure timely and fair claim resolution
- Guidance on claims trends and loss mitigation strategies

D. Risk Management Services

- Availability for risk management consultations and guidance
- Onsite or virtual risk assessments and inspections upon request
- Review of operational practices and identification of potential exposures
- Recommendations to reduce frequency and severity of losses
- Assistance with contract review and risk transfer language, when applicable

E. General Service & Support

- Day-to-day service support, including certificates, documentation, and policy changes
- Availability for meetings with Client staff, leadership, or governing body as requested
- Ongoing communication to ensure alignment with Client objectives

4. COMPENSATION (NET OF COMMISSION STRUCTURE)

A. Net of Commission Arrangement

The parties acknowledge that the Client participates in an insurance pool program in which a standard agency commission (10% with CIS) is built into the premium.

Under this Agreement, Consultant agrees to **reduce or eliminate such commission**, and instead be compensated directly by the Client under a Net of Commission (NoC) structure.

B. Fee Structure

In consideration for the services described herein, Client agrees to compensate Consultant in the amount of:

8% of premium annually for CIS Package Policy

or as otherwise mutually agreed upon in writing for five (5) annual renewals beginning with the 2026/27 CIS Renewal effective 7/1/2026.

C. Billing

Consultant shall invoice Client **upon release of final renewal premium figures** by the applicable insurance pool.

Payment is due **within thirty (30) days of the invoice date**, unless otherwise agreed to in writing by both parties.

SAIF Corporation and most ancillary insurance carriers do not allow for reduced compensation and therefore must remain on commission basis.

5. STANDARD OF CARE

Consultant shall perform all services under this Agreement in a manner consistent with generally accepted professional standards for insurance brokerage and risk management services.

6. INDEPENDENT CONTRACTOR

Consultant is an independent contractor and not an employee of Client. Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship beyond that of insurance broker and client.

7. TERMINATION

Either party may terminate this Agreement, with or without cause, with written notice. Notwithstanding such termination, Consultant shall be entitled to all compensation due through the expiration of the then-current term of this Agreement.

8. COMPLIANCE WITH LAWS

Consultant shall comply with all applicable federal, state, and local laws and regulations in the performance of services under this Agreement.

9. AMENDMENTS

This Agreement may be amended only by written agreement signed by both parties.

10. SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

HAGAN HAMILTON INSURANCE, INC.

THE CITY OF ST. HELENS

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date