

_____, 2025

Insert Broker's Name and Address

Attn: _____

Subject: Binghamton-Johnson City Joint Sewage Board
Contract for Professional Services; Effective January 1, 2026

Dear _____:

The Binghamton-Johnson City Joint Sewage Board ("the Board"), at a regularly scheduled meeting held on _____, 2025, authorized the undersigned to forward to _____ (hereinafter "Consultant") this proposed agreement for the Consultant to provide professional services to the Board as Broker/Agent to secure property, vehicle and liability insurance for the Board's operations and facilities in Vestal, New York and all vehicles owned or under the control of the Board, but only on the following terms and conditions. The services to be provided and the terms and conditions thereof are described in: 1) the Request for Qualifications ("RFQ") dated _____, 2025 prepared by or on behalf of the Board, which RFQ has been received by and read by the Consultant; and 2) the Consultant's Proposal of _____ 2025, which has been received by and read by the Board. In the event of any conflict between any part or parts of the RFQ, on the one hand, and the terms and conditions of this Agreement, on the other, the terms and conditions of this Agreement shall control. Further, in the event of any conflict between any part or parts of the Consultant's Proposal and the terms and conditions of the RFQ, the terms and conditions of the RFQ shall control.

Consultant agrees to provide independent broker services with respect to property, vehicle, and liability insurance for the Board's operations and facilities in Vestal, New York, and all vehicles owned or under the control of the Board, including:

- 1) *To Be Negotiated*
- 2) *To Be Negotiated*
- 3) *To Be Negotiated*
- 4) *To Be Negotiated*
- 5) *To Be Negotiated*
- 6) *To Be Negotiated*

For the full and satisfactory performance of the work and services hereunder, the Consultant agrees to accept, as full compensation for its services hereunder, the commissions

paid it by any insurer with which the Board may contract in relation to insured products Consultant furnishes to the Board. This compensation includes, but is not limited to, compensation for personnel time, equipment, materials, insurance, travel expenses, overhead, and any other expenses, which the Consultant incurs during the performance of said services.

Consultant will provide these services during the period January 1, 2026, through December 31, 2027, and will perform all services required hereunder in a timely fashion, and in compliance with any time schedule as may be set by agreement of the Consultant and the Board. Upon the written notice from the Board to the Consultant, delivered to the Consultant before the original term or any extension has expired, the Consultant shall continue to provide the services described herein, upon the same terms and conditions described herein, including compensation for the Consultant's services, for up to three (3) successive terms of one (1) year.

In consideration of this Agreement, Consultant agrees to indemnify, defend and hold harmless the Board from and against any and all claims, suits, damages, costs, lawsuits, and expenses in any manner resulting from, arising out of, or connected with the said work done or goods furnished by the Consultant.

Before commencing services, Consultant shall provide the Board with a certificate of insurance evidencing coverages as follows:

Workers' Compensation	Statutory
Errors and Omissions	\$2 Million, Combined Single Limit
Public Liability, and Property Damage	\$2 Million, Combined Single Limit
Automobile Liability	\$2 Million, Combined Single Limit

The Board, the City of Binghamton, New York, and the Village of Johnson City, New York shall be named as additional insureds on all liability policies. All policies shall be non-cancelable without thirty (30) days prior written notice to the Board. Consultant shall deliver to the Board, within ten (10) days of the Date of Commencement, a certificate of insurance demonstrating that such insurance is in effect.

If the Consultant agrees with the terms of this letter, please have an authorized representative execute where indicated, in the lower left-hand corner of the letter, and return the original to the Binghamton-Johnson City Joint Sewage Board, 4480 Old Vestal Road, Vestal, New York 13850. A copy of this letter is enclosed for your records.

Very truly yours,

GEORGE KOLBA, JR.
Chairperson

ACCEPTED:

Signature of Authorized Representative

Print Name of Signer

Print Title of Signer

Date: