

CITY OF CULVER CITY
STANDARD FORM CONTRACT

WITH: AON RISK INSURANCE SERVICES WEST, INC
FOR: INSURANCE BROKER AND RISK ADVISOR SERVICES

THIS AGREEMENT is made and entered into by and between THE CITY OF CULVER CITY, a municipal corporation, hereinafter referred to as "City," and AON RISK INSURANCE SERVICES WEST, INC hereinafter referred to as "Consultant."

1. CONSULTANT'S SERVICES. Consultant agrees to perform, during the term of this Agreement, the tasks, obligations, and services set forth in the "Scope of Service" attached to and incorporated into this Agreement as Exhibit "A."
2. CONFLICT OF INTEREST. Consultant warrants that it is under no obligation to any other entity that in any way conflicts with this engagement and that it is free to enter into the Agreement. Consultant warrants that it will not during the duration of this Agreement provide services to any entity that may in any way conflict with this engagement. If Consultant has any questions or concerns regarding whether a prior or perspective engagement poses a conflict with this engagement, they will bring it to the City Attorney's attention immediately.
3. TERM OF AGREEMENT. The term of this Agreement shall be from July 1, 2016 and shall end upon June 30, 2017.
4. PAYMENT FOR SERVICES. City shall pay for the services performed by Consultant pursuant to the terms of this Agreement, the compensation set forth in the "Schedule of Compensation" attached to and incorporated into this Agreement as Exhibit "B." The compensation shall be paid at the time and manner set forth in said Exhibit "B."
5. CONFIDENTIALITY. Consultant will protect the confidentiality of information provided by the City to Consultant in this engagement. Consultant shall not disclose any confidential or privileged information to any third party; provided, however, that Consultant may disclose confidential or privileged information (a) to Consultant's employees, affiliates, vendors, or agents who provide services in connection with this engagement with the City's approval and written consent or (b) when legally required to do so. Confidential and propriety information will not be construed to include information that is available from public sources or sources not subject to obligations of confidentiality to the City.

6. DESIGNATED REPRESENTATIVE(S). William S. Deeb, Director of Public Entities, shall be the designated Consultant Representative, and shall be responsible for job performance, negotiations, contractual matters, and coordination with the City. Consultant Representative shall actually perform, or provide immediate supervision of Consultant's performance of, the Scope of Service.

7. INDEMNITY FOR PROFESSIONAL LIABILITY.

When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error, or omission of Consultant, its officers, agents, employees, or Subconsultants (or any Agency or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this agreement.

INDEMNITY FOR OTHER THAN PROFESSIONAL LIABILITY.

Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsels fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or Agency for which Consultant is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Consultant.

8. INSURANCE. Without limiting its obligations pursuant to Section 6 of this Agreement, the Consultant shall procure and maintain, at Consultant's own cost and expense and for the duration of this Agreement, insurance coverage as set forth in "Insurance Requirements" attached to and incorporated into this Agreement as Exhibit "C."
9. INDEPENDENT CONTRACTOR STATUS. City and Consultant agree that Consultant, in performing the services herein specified, shall act as an independent contractor and shall have control of all work and the manner in which it is performed. Consultant shall be free to contract for similar service to be performed for other employers while under contract with City. Consultant is not an agent or employee of City, and is not entitled to participate in any pension plan, insurance, bonus, worker's compensation or similar benefits City provides for its employees. Consultant shall be

responsible to pay and hold City harmless from any and all payroll and other taxes and interest thereon and penalties therefor which may become due as a result of services performed hereunder.

10. NON-APPROPRIATION OF FUNDS. Payment due and payable to Consultant for current services is within the current budget and within an available, unexhausted and unencumbered appropriation of City. In the event City has not appropriated sufficient funds for payment of Consultant services beyond the current fiscal year, this Agreement shall cover only those costs incurred up to the conclusion of the current fiscal year.
11. ASSIGNMENT. This Agreement is for the specific services with Consultant as set forth herein. Any attempt by Consultant to assign the benefits or burdens of this Agreement without written approval of City shall be prohibited and shall be null and void; except that Consultant may assign payments due under this Agreement to a financial institution.
12. RECORDS AND INSPECTIONS. Consultant shall maintain full and accurate records with respect to all services and matters covered under this Agreement. City shall have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings and activities. Consultant shall maintain an up-to-date list of key personnel and telephone numbers for emergency contact after normal business hours.
13. OWNERSHIP OF CONSULTANT'S WORK PRODUCT. City shall be the owner of any and all computations, plans, correspondence and/or other pertinent data, information, documents and computer media, including disks and other materials gathered or prepared by Consultant in performance of this Agreement, or at any earlier or later time when the same may be requested by City. Such work product shall be transmitted to City within ten (10) days after a written request therefor. Consultant may retain copies of such products. All written documents shall be provided to City in digital and in hard copy form.
14. NOTICES. All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery, facsimile, overnight delivery, or by U.S. Mail. All written notices or correspondence sent pursuant to this paragraph will be deemed given to a party on whichever date occurs first; the date of personal delivery; the date of transmission, if sent by facsimile (with proof of transmission); the next business day following deposit with an overnight mail carrier; the fifth day following deposit in the U.S. Mail, when sent by "first class mail."

Notice sent by U.S. Mail shall be addressed as follows:

To City: City of Culver City
Attention : Serena Wright-Black
Administrative Services Director
9770 Culver Boulevard
Culver City, CA 90232-0507

To Consultant: Aon Risk Insurance Services West, Inc
Attention: William S. Deeb, Director of Public Entities
707 Wilshire Boulevard, Suite 2500
Los Angeles, CA 90017

15. TAXPAYER IDENTIFICATION NUMBER. Consultant shall provide City with a complete Request for Taxpayer Identification Number ("TIN") and Certification, Form W-9, as issued by the Internal Revenue Service.
16. PERMITS AND LICENSES. Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement including, but not limited to, a Culver City business tax certificate.
17. APPLICABLE LAWS, CODES AND REGULATIONS. Consultant shall perform all work in accordance with all applicable laws, codes and regulations required by all authorities having jurisdiction over such work.
18. RESERVED.
19. RIGHT TO UTILIZE OTHERS. City reserves the right to utilize others to perform work similar to the services provided hereunder.
20. MODIFICATION OF AGREEMENT. This Agreement may not be modified, nor may any of the terms, provisions or conditions be modified or waived or otherwise affected, except by a written amendment signed by all parties hereto.
21. WAIVER. If at any time one party shall waive any term, provision or condition of this Agreement, either before or after any breach thereof, no party shall thereafter be deemed to have consented to any future failure of full performance hereunder.
22. COVENANTS AND CONDITIONS. Each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.
23. RIGHT TO TERMINATE. City or Consultant may terminate this Agreement at any time, with or without cause with one hundred and

twenty (120) days written notice stating the effective date of the termination.

24. EFFECT OF TERMINATION. Upon termination as stated in Section 22 of this Agreement, City shall be liable to Consultant only for work satisfactorily performed by Consultant up to and including the date of termination of this Agreement, unless the termination is for cause, in which event Consultant need be compensated only to the extent required by law.
25. GOVERNING LAW. The terms of this Agreement shall be interpreted according to the laws of the State of California. If litigation arises out of this Agreement, then venue shall be in the Superior Court of Los Angeles County.
26. LITIGATION FEES. If litigation arises out of this Agreement for the performance thereof, then the court shall award costs and expenses, including attorney's fees, to the prevailing party. In awarding attorney's fees, the court shall not be bound by any court fee schedule but shall award the full amount of costs, expenses and attorney's fees paid or incurred in good faith.
27. INTEGRATED AGREEMENT. This Agreement represents the entire Agreement between City and Consultant regarding the subject matter hereof, and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to the subject matter. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the parties to this Agreement, and any subsequent successors and assigns.

28. EFFECTIVE DATE. The effective date of this Agreement is the date it is signed on behalf of City. This Agreement shall remain in full force and effect until amended or terminated; provided, that the indemnification and hold harmless provisions shall survive the termination.

AON RISK INSURANCE SERVICES
WEST, INC

Dated: 7/26/16

By William S. Deeb
William S. Deeb
Name
Director of Public Entities
Title

Dated: _____

By _____

Name

Title

CITY OF CULVER CITY, CALIFORNIA

Dated: 8/1/16

By John Nachbar
John Nachbar
City Manager

APPROVED AS TO CONTENT:

Serena Wright-Black
Serena Wright-Black
Administrative Services
Director

APPROVED AS TO FORM:

Carol A. Schwab
Carol A. Schwab
City Attorney

EXHIBIT A

**CITY OF CULVER CITY
AGREEMENT**

WITH: AON RISK INSURANCE SERVICES WEST, INC

FOR: INSURANCE BROKER AND RISK ADVISOR SERVICES

SCOPE OF SERVICE

1. Programs

Consultant will act as City's insurance broker and risk advisor to the extent of the Included Services herein for the following Programs:

Commission Based Programs

Crime, Excess Liability, Automobile Physical Damage, Excess Workers Compensation, Property, Boiler and Machinery, Difference in Conditions, Cyber Liability, and any other lines as they may arise.

2. Included Services

For the Programs identified in Section 1 that are placed on City's behalf by Consultant, Consultant shall provide the following services:

- a) Assist City in identifying City's risk exposures.
- b) Assist City in developing insurance programs for City's risk exposures.
- c) Assist City in gathering and preparing underwriting information and assist in the completion of insurance applications.
- d) Assist City in identifying insurers and developing a renewal strategy. Solicit quotes from insurers in accordance with City's instructions.
- e) Deliver the underwriting information and negotiate with insurers on City's behalf.
- f) Assist City with evaluating quotations received from insurers and in providing Consultants analysis and recommendations on the quotations.
- g) Place insurance coverage on behalf of City according to City's written instructions. Unless otherwise agreed in writing, the Fee compensates Consultant for a single placement broking process for each of the Fee Based Programs during the Service Period. If a mid-term remarketing of a program is desired by City (e.g., due to an acquisition), appropriate additional compensation will be negotiated.

- h) Deliver binders or other independent binding documentation, as applicable prior to coverage inception or as soon as practicable after receipt from insurers.
- i) Work with the insurers to deliver policies and endorsements to City as soon as practicable after receipt from insurers.
- j) Perform administrative functions related the procurement of coverage, including, but not limited to, electronic policy filing and storage, expiration tracking, client data management and administration, and invoice processing.
- k) Review policies for conformity with negotiated pricing, coverages, terms and conditions.
- l) Follow up with insurers on discrepancies and to obtain policy correcting endorsements as needed.
- m) Promptly respond to City's coverage and policy inquiries.
- n) Produce ACORD insurance certificates and other evidence of coverage in accordance with applicable law and as required by City.
- o) Assist City with the development of insurance language and requirements for various contracts.
- p) Provide City with access to benchmarking resources for program structure and pricing comparisons to other cities and Public Sector agencies.
- q) Annual Stewardship Reports (Client Promise Review) will be provided to City that will include a summary of policies in force, coverage provisions, premiums, year-over-year insurance program and service comparisons, claims summaries and implications, and a discussion of considerations for insurance program and service changes/additions.
- r) Provide a schedule of insurance for the policies placed on City's behalf.
- s) Review results of premium audits and other policy adjustments, if any, with City that are issued by the insurer(s) during the Service Period.
- t) Deliver premium invoices to City unless otherwise delivered directly to City by the insurers. Remit City premiums to the appropriate insurers following receipt of said premiums from City.
- u) Provide claims services as follows:
 - Document insurers' claims services specifications (for marketing and annual carrier service planning purposes).
 - Advocate City's interests with its insurers as respects claims.
 - Assist City in settlement discussions with the insurer.
 - Work with City and/ or City's claims counsel, as required.

The total number of hours related to Consultant's claims services described above shall not exceed 10 hours per fiscal year. If claims service hours are expected to exceed this amount, Consultant will discuss a broadened scope of service and additional compensation with City as appropriate.

- v) Provide risk control services as follows:

- Establish and oversee insurer loss prevention servicing specifications (for marketing and annual carrier service planning purposes).
- Establish and oversee insurers' loss control plans.

The total number of hours related to Consultant's risk consulting services described above shall not exceed 10 hours per fiscal year. If risk control services hours are expected to exceed this amount, Consultant will discuss a broadened scope of service and additional compensation with City as appropriate.

w) Risk and safety training services as follows:

- Ergonomics, police liability, contractual liability, playground safety, IIPP, hazard communications, office safety.

The total number of hours related to Consultant's risk and safety training services described above shall not exceed 40 hours per fiscal year. If risk control services hours are expected to exceed this amount, Consultant will discuss a broadened scope of service and additional compensation

EXHIBIT B

CITY OF CULVER CITY
AGREEMENT

WITH: AON RISK INSURANCE SERVICES WEST, INC

FOR: INSURANCE BROKER AND RISK ADVISOR SERVICES

SCHEDULE OF COMPENSATION
(TIME AND MATERIALS BASIS)

1. METHOD OF COMPENSATION.

For the Commission Based Programs listed in Exhibit A, Section 1, Consultant will earn and retain all commissions paid to same by the insurers.

Policy Administrative Charge: \$300 per policy placed

2. BILLING. Consultant shall submit all invoices to the City at the following address:

City of Culver City
Attn: Serena Wright-Black, Administrative Services Director
9770 Culver Boulevard
Culver City, CA 90232-0507

The invoice submitted pursuant to this paragraph shall show the City Agreement Number, the dates on which the services were performed, a description of the services performed, actual out-of-pocket expenses incurred in the performance of the services, and such other information as City may reasonably require.

3. TIME OF PAYMENT. Payment to Consultant shall be made within thirty (30) days after submittal of Consultant's invoice and approval by City, in accordance with City's normal demand procedure.

EXHIBIT C

CITY OF CULVER CITY
AGREEMENT

WITH: AON RISK INSURANCE SERVICES WEST, INC

FOR: INSURANCE BROKER AND RISK ADVISOR SERVICES

INSURANCE REQUIREMENTS

A. Policy Requirements.

Consultant shall submit duly executed certificates of insurance for the following:

1. An occurrence based Commercial General Liability ("CGL") policy, at least as broad as ISO Form CG 0001, in the minimum amount of One Million Dollars (\$1,000,000) each occurrence, with not less than Two Million Dollars (\$2,000,000) in annual aggregate coverage.

The CGL Policy shall have the following requirements:

- a. The policy shall provide coverage for personal injury, bodily injury, death, accident and property damage and advertising injury, as those terms are understood in the context of a CGL policy. The coverage shall not be excess or contributing with respect to City's self-insurance or any pooled risk arrangements;
- b. The policy shall provide \$1,000,000 combined single limit coverage for owned, hired and non-owned automobile liability;
- c. The policy shall include coverage for liability undertaken by contract covering, to the maximum extent permitted by law. Consultant's obligation to indemnify the Indemnitees as required under Paragraph 6 of this agreement;
- d. Reserved; and
- e. The City of Culver City, members of its City Council, its boards and commissions, officers, agents, and employees will be named as an additional insured in an endorsement to the policy, which shall be provided to the City and approved by the City Attorney.

2. Reserved.

3. Professional/Negligent Acts, Errors and Omissions Insurance in the minimum amount of One Million Dollars (\$1,000,000) per claim, and shall include coverage for separate "personal injury" alleged to have been committed in the course of rendering professional services, unless such coverage is provided by the CGL policy listed in subparagraph (a), above.
4. If the Agreement will have Contractor employees working within the City limits, Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least one million dollars [\$1,000,000] per accident.) Contractor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees and volunteers.

B. Waiver by City.

City may waive one or more of the coverages listed in Section A, above. This waiver must be express and in writing, and will only be made upon a showing by the Consultant that its operations in and with respect to City are not such as to impose liability within the scope of that particular coverage.

C. Additional Insurance Requirements.

1. All insurance listed in Paragraph A shall be issued by companies licensed to do business in the State of California, with a claims paying ability rating of "BBB" or better by S&P (and the equivalent by any other Rating Agency) and a rating of A-:VII or better in the current Best's Insurance Reports;
2. Consultant shall provide City with at least thirty (30) days prior written notice of any modification, reduction or cancellation of any of the Policies required in Paragraph A, or a minimum of ten (10) days' notice for cancellation due to non-payment.
3. City may increase the scope or dollar amount of coverage required under any of the policies described above, or may require different or additional coverages, upon prior written notice Consultant.

CITY OF CULVER CITY

AMENDMENT TO CONTRACT

WITH: AON RISK INSURANCE SERVICES WEST, INC

FOR: INSURANCE BROKER AND RISK ADVISOR SERVICES

This Amendment to Standard Form Contract is made and entered into by and between the CITY OF CULVER CITY, a municipal corporation, hereinafter referred to as "City," and AON RISK INSURANCE SERVICES WEST, INC, hereinafter referred to as "Consultant."

WHEREAS, on July 1, 2016, the parties entered into a contract for insurance broker and risk advisor services (the "Agreement"); and

WHEREAS, the parties desire to modify and amend the Term of the Agreement; and

WHEREAS, at its meeting of June 26, 2017, the City Council authorized this Amendment to the Agreement.

NOW THEREFORE, in consideration of the foregoing, City and Consultant mutually agree as follows:

1. The Term of the Agreement as amended herein shall be through June 30, 2018.
2. Except as expressly set forth herein, all terms and conditions of the Agreement shall remain in full force and effect.

3. This Amendment shall be effective as of July 1, 2017.

Dated: 6/29/17

AON RISK INSURANCE SERVICES WEST, INC

By William S. Deeb

William S. Deeb

Name

Director of Public Entities

Title

Dated: _____

By _____

Name

Title

CITY OF CULVER CITY, CALIFORNIA

Dated: 8/3/17

By John Nachbar

John Nachbar
City Manager

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

Serena Wright Black
Serena Wright Black
Administrative Services
Director

Carol A. Schwab
Carol A. Schwab
City Attorney

CITY OF CULVER CITY

SECOND AMENDMENT TO STANDARD PROFESSIONAL SERVICES AGREEMENT

WITH: AON RISK INSURANCE SERVICES WEST, INC

FOR: INSURANCE BROKER AND RISK ADVISOR SERVICES

This Second Amendment to Standard Professional Services Agreement is made and entered into by and between the CITY OF CULVER CITY, a municipal corporation, hereinafter referred to as "City," and AON RISK INSURANCE SERVICES WEST, INC, hereinafter referred to as "Consultant."

WHEREAS, on July 1, 2016, the parties entered into a contract for insurance broker and risk advisor services (the "Agreement"); and amended the Agreement on July 1, 2017(the "First Amendment"), to extend the Term of the Agreement (hereinafter, the Agreement and the First Amendment are collectively referred to as the "Amended Agreement"); and

WHEREAS, the parties desire to modify and amend the Term and Schedule of Compensation of the Agreement.

NOW THEREFORE, in consideration of the foregoing, City and Consultant mutually agree as follows:

1. The Term of the Agreement as amended herein shall be through June 30, 2020.
2. The "Schedule of Compensation" incorporated into this Agreement as Exhibit "B," Section 1. METHOD OF COMPENSATION is hereby amended by adding the following:

Consultant shall remit City premiums to the appropriate insurers following receipt of said premiums from City in an amount not-to-exceed \$1,400,000.00 annually.

3. Except as expressly set forth herein, all terms and conditions of the Agreement shall remain in full force and effect.

4. This Second Amendment was effective as of July 1, 2018.

AON RISK INSURANCE SERVICES WEST, INC

Dated: 8/7/19

By William S. Deeb
William S. Deeb
Name
Director of Public Entities
Title

CITY OF CULVER CITY, CALIFORNIA

Dated: 8/6/19

By Serena Wright Black
Serena Wright Black
Assistant City Manager

APPROVED AS TO FORM:

Carol A. Schwab
Carol A. Schwab
City Attorney

8/9/19 Jon