

ATTACHMENT B - CONTRACT

CONTRACT

FOR

INSURANCE BROKER SERVICES

BETWEEN

THE COUNTY OF ORANGE

AND

AON RISK INSURANCE SERVICES WEST, INC.





**CONTRACT MA-017-15011578
For Insurance Broker Services
with
Aon Risk Insurance Services West, Inc.**

This Agreement, hereinafter referred to as "Contract" is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California; hereinafter referred to as "County," and Aon Risk Insurance Services West, Inc., with a place of business at 707 Wilshire Blvd., Suite 2500, Los Angeles, CA; hereinafter referred to as "Contractor," with County and Contractor sometimes referred to as "Party", or collectively as "Parties."

RECITALS

WHEREAS, Contractor responded to a Request for Proposal ("RFP") for providing Insurance Broker Services for the County; and

WHEREAS, the Contractor responded and represented that its proposed services shall meet or exceed the requirements and specifications of the RFP; and

WHEREAS, the County Board of Supervisors has authorized the Purchasing Agent or his designee to enter into a Contract for Insurance Broker Services with the Contractor;

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

General Terms and Conditions:

- A. Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another County.
- B. Entire Contract:** This Contract, when accepted by the Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or his designee, hereinafter "Purchasing Agent."
- C. Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.

- E. Delivery:** Time of delivery of services is of the essence in this Contract. County reserves the right to refuse any services and to cancel all or any part of the descriptions or services that do not conform to the prescribed statement of work. Delivery shall not be deemed to be complete until all services have actually been received and accepted in writing by County.
- F. Acceptance/Payment:** Unless otherwise agreed to in writing by the County, 1) acceptance shall not be deemed complete unless in writing and until all the services have actually been received to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. Warranty:** Contractor expressly warrants that the services covered by this Contract are fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnittees as identified in paragraph "HH" below, and as more fully described in paragraph "HH", harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "HH" below, it shall indemnify, defend and hold County and County Indemnittees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.
- I. Assignment or Sub-Contracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned or sub-contracted by Contractor without the express written consent of County. Any attempt by Contractor to assign or sub-contract the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to all the penalties imposed for a violation of Section 1720 et seq. of the California Labor Code.
- K. Termination:** In addition to any other remedies or rights it may have by law, County has the right to terminate this Contract without penalty immediately with cause or after thirty (30) days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of Contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligations.
- L. Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the

other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

- M. Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either party to any other remedies provided by law.
- N. Independent Contractor:** Contractor shall be considered an independent Contractor and neither Contractor, its employees nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- O. Performance:** Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by sub-contractors.
- P. Insurance Provision:** Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense and to deposit with the County Certificates of Insurance, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with and to keep such insurance coverage and the certificates therefore on deposit with the County during the entire term of this Contract. In addition, all sub-contractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a 0 by the appropriate line of coverage. Any self-insured retention (SIR) or deductible in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

Minimum insurance company ratings as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com** shall be A- (Secure A.M. Best's Rating) and VIII (Financial Size Category).

The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier). If the carrier is a non-admitted carrier in the state of California, CEO/Office of Risk Management retains the right to approve or reject carrier after a review of the company's performance and financial ratings. If the non-admitted carrier meets or exceeds the minimum A.M. Best rating of A-/VIII, the agency can accept the insurance.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 combined single limit per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$10,000,000 per claims made or per occurrence

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of insurance:

- 1) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds.
- 2) A primary non-contributing endorsement evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

All insurance policies required by this Contract, except the Professional Liability insurance policy, shall waive all rights of subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees.

Contractor shall give the County of Orange 30 days' notice in the event of cancellation and 10 days for non-payment of premium.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

The Commercial General Liability policy shall contain a severability of interests' clause, also known as a "separation of insureds" clause (standard in the ISO CG 001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Procurement or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract which shall be mutually agreed upon. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable certificates of insurance and endorsements with County incorporating such changes within thirty days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

- Q. Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials, and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of paragraph "HH" below, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.
- R. Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- S. Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.
- T. Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within thirty-six (36) hours of the start of the delay and Contractor avails himself of any available remedies.
- U. Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and

confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees. Contractor gathers data containing information about County's insurance placements, as well as information about the insurance companies that provide coverage to County or compete for County's insurance placements. In addition to the information provided by County, Contractor may collect information from commercially available sources. Such information may include name, address, email address and demographic data. The information collected from commercially available sources may be shared among Contractor affiliated businesses, as well as with third-party service providers acting on Contractor's behalf. All information obtained from County records shall not be shared with third parties.

- V. Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "HH" below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnities harmless from all liability, damages, costs, and expenses arising from or related to a violation of such laws. County acknowledges that Contractor is required to act as a withholding agent on any Foreign Account Tax Compliance Act (FATCA) eligible premium payments when Contractor or its US licensed affiliates are responsible for the remittance of premium payments to insurers and in such instances. Contractor will be responsible for gathering and validating appropriate FATCA form(s) from carriers and intermediaries involved in FATCA eligible premium payments. Contractor will not act as withholding agent on premium remitted by County to any other party, including premiums paid directly to insurers, to non-US intermediaries, or to non-US AON entities. Further, Contractor will not knowingly place business with or through carriers or intermediaries that do not provide valid FATCA form(s), without County's prior approval. If County insists on using a carrier or intermediary that is unable or unwilling to provide FATCA forms, County will be responsible for paying any additional sums that the mandated FATCA withholdings can be made while concurrently fulfilling County's obligation to remit the full premium amounts necessary to effect coverage. Contractor will provide Contractor's US W-9 form(s) to County as directed by County on invoices. Contractor will not be responsible for issues arising from Contractor withholding 30% of premium payments in connection with its FATCA obligations. County agrees to work with Contractor to provide information required to meet FATCA obligations.
- W. Freight (F.O.B. Destination):** Intentionally Omitted.
- X. Pricing:** The Contract bid price shall include full compensation for providing all required services in accordance with required specifications, or services as specified herein or when applicable, in the scope of services attached to this Contract, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.
- Y. Waiver of Jury Trial:** Each Party acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each Party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any Party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Contract and /or any other claim of injury or damage.

- Z. Terms and Conditions:** Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.
- AA. Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
- BB. Severability:** If any term, covenant, condition, or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- CC. Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
- DD. Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each party shall bear its own attorney's fees, costs and expenses.
- EE. Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party has been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to affect the purpose of the parties and this Contract.
- FF. Authority:** The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
- GG. Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees, consultants and subcontractors performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employee, consultants and subcontractors for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- HH. Indemnification Provisions:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or

related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

- II. Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this agreement shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the County's project manager.

Additional Terms and Conditions:

- 1. Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure services from Contractor as further detailed in the Scope of Services, identified and incorporated herein by this reference as Attachment A.
- 2. Contract Term:** This Contract shall commence on upon approval by the County and execution of all necessary signatures, whichever occurs later and shall be effective for a five (5) year cumulative term, unless otherwise terminated by County. This Contract shall not be renewed.
- 3. Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
- 4. Fiscal Appropriations:** This Contract is subject to and contingent upon applicable budgetary appropriations being approved by the County of Orange Board of Supervisors for each fiscal year during the term of the Contract. If such appropriations are not approved, the Contract will be terminated without penalty to the County.

5. **Amendments – Changes/Extra Work:** The Contractor shall make no changes to this Contract without the County’s written consent. In the event that there are new or unforeseen requirements, the County with the Contractor’s concurrence has the discretion to request official changes at any time without changing the intent of this Contract.

If County-initiated changes or changes in laws or government regulations affect price, the Contractor’s ability to deliver services, or the project schedule, the Contractor shall give the County written notice no later than seven (7) calendar days from the date the law or regulation went into effect or the date the change was proposed by the County and the Contractor was notified of the change. Such changes shall be agreed to in writing and incorporated into a Contract Amendment; said Amendment shall be issued by the County-assigned DPA, shall require the mutual consent of all Parties, and may be prohibit the Contractor from proceeding with the work as set forth in this Contract.

6. **Authorization Warranty:** The Contractor represents and warrants that the person executing this Contract on behalf of and for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition and obligation of this agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.

7. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

- i. Terminate the Contract immediately, pursuant to Section K herein;
- ii. Afford the Contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
- iii. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
- iv. Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.

8. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.

9. **Compensation:** The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. Premiums paid by County to Contractor for remittance to insurers and County premium refunds paid to Contractor by insurance companies for remittance to County are deposited into fiduciary accounts in accordance with applicable insurance laws until they are due to be paid to the insurance company or County. Subject to such laws and the applicable insurance company’s consent, where required, Contractor will retain the interest or investment income earned while such funds are on deposit in such accounts. Contractor shall bear all costs associated with the account.

- 10. Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary, to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the county are expressly stated in the Contract.
- 11. Contractor – Change in Ownership:** The Contractor agrees that if there is a change in ownership prior to completion of this Contract, the new owner will be required, under terms of sale, to assume this Contract and complete it to the satisfaction of the County.
- 12. Conflict of Interest – Contractor’s Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor’s employees, agents, and relatives; sub-tier Contractors; and third Parties associated with accomplishing work and services hereunder. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County.
- 13. Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
- 14. Conflict with Existing Law:** The Contractor and the County agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either Party having knowledge of such term or provisions shall promptly inform the other of the presumed non-applicability of such provision. Should the offending provision go to the heart of the Contract, the Contract shall be terminated in a manner commensurate with interests of both Parties to the maximum extent reasonable.
- 15. Consulting Contract – Follow-On Work:** No person or firm or subsidiary thereof who has been awarded a consulting services contract or a contract which includes a consulting component may be awarded a contract for the provision of services, the delivery of services, or the provision of any other related action which is required, suggested, or otherwise deemed appropriate as an end product of the consulting services contract. Therefore, any consultant that contracts with a County agency/department to develop a feasibility study or to provide formal recommendations is precluded from contracting for any work recommended in the study or included in the recommendations.
- 16. Contingent Fees:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees of the Contractor or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

For breach or violation of this warranty, the County shall have the right to terminate this Contract in accordance with the termination clause and at its sole discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee from the Contractor.

- 17. Contractor Bankruptcy/Insolvency:** If the Contractor should be adjudged bankrupt or should have a general assignment for the benefit of its creditors or if a receiver should be appointed on account of the Contractor's insolvency, the County may terminate this Contract.
- 18. Contractor's Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.
- 19. Contractor Personnel-Reference Check:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility anticipated under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.
- 20. Contractor's Power and Authority:** The Contractor warrants that it has the full power and authority to grant the rights herein granted and will hold the County hereunder harmless from and against any loss, cost, liability and expense, including reasonable attorney fees, arising out of any breach of this warranty. Further, the Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the County under this Contract.
- 21. Contractor's Project Manager & Key Personnel:** Contractor shall appoint a project manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This project manager shall be subject to approval by the County and shall not be changed without the written consent of the County's project manager, which consent shall not be unreasonably withheld.

The Contractor's project manager and key personnel shall be assigned to this project for the duration of this Contract and shall diligently pursue all work and services to meet the project time lines. Key personnel are those individuals who report directly to the Contractor's project manager.
- 22. Contractor's Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of seven (7) years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned DPA.
- 23. Correspondence to Buyer - Contract:** Any correspondence related to the terms, prices and conditions of this Contract must be directed to the agency/department purchasing division to the attention of the assigned DPA. Correspondence not directed though the DPA for resolution will not be regarded as valid.

County of Orange
Attn: Kari Tune

24. County Of Orange Child Support Enforcement [Within Ten (10) Days Of Notification Of Selection For Award Of Contract]: In order to comply with the child support enforcement requirements of the County of Orange, within ten (10) days of notification of selection of award of Contract but prior to official award of Contract, the selected Contractor agrees to furnish to the Contract administrator, the Purchasing Agent, or the agency/department deputy purchasing agent:

- a. In the case of an individual Contractor, his/her name, date of birth, Social Security number, and residence address;
- b. In the case of a Contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten (10) percent or more in the contracting entity;
- c. A certification that the Contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
- d. A certification that the Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Failure of the Contractor to timely submit the data and/or certifications required may result in the Contract being awarded to another Contractor. In the event a Contract has been issued, failure of the Contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within sixty (60) calendar days of notice from the County shall constitute grounds for termination of the Contract.

25. Data- Title To: All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract. Notwithstanding the foregoing, Contractor may retain one archival copy of such materials, documents, data or information in its confidential files for the purpose of complying with applicable laws or established company procedure regarding the preservation of business records. However, after completion or termination of this Contract, Contractor understands and agrees that any County data or information retained as an archival copy by Contractor may not be used in any way by the Contractor without the express written consent of the County.

26. Debarment: Contractor shall certify that neither Contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency. Where Contractor as the recipient of federal funds, is unable to certify to any of the statements in the certification, Contractor must include an explanation with their bid/proposal. Debarment, pending debarment, declared ineligibility or voluntary exclusion from participation by any Federal department or agency may result in the bid/proposal being deemed non-responsible.

27. Default: In case of default by Contractor, the County of Orange may procure the services from other sources. If the cost for those services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the

Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.

28. Disputes – Contract:

- a. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor’s project manager and the County’s project manager, such matter shall be brought to the attention of the County Purchasing Agent by way of the following process:
 - i. The Contractor shall submit to the agency/department assigned DPA a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
 - ii. The Contractor’s written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.
- b. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the provision of services under this Contract. The Contractor’s failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Purchasing Agent or his designee. If the County fails to render a decision within ninety (90) days after receipt of the Contractor’s demand, it shall be deemed a final decision adverse to the Contractor’s contentions. Nothing in this section shall be construed as affecting the County’s right to terminate the Contract for Cause or Terminate for Convenience as stated in Section K herein.

29. Drug-Free Workplace: The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- b. Establish a drug-free awareness program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. The organization’s policy of maintaining a drug-free workplace;
 - iii. Any available counseling, rehabilitation and employee assistance programs; and
 - iv. Penalties that may be imposed upon employees for drug abuse violations.

- c. Provide as required by Government Code Section 8355(c) that every employee who works under this Contract:
 - i. Will receive a copy of the company's drug-free policy statement; and
 - ii. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County Contracts if the County determines that any of the following has occurred:

- a. The Contractor has made false certification, or
- b. The Contractor violates the certification by failing to carry out the requirements as noted above

30. Emergency/Declared Disaster Requirements: In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County's needs regardless of the circumstances. If the Contractor is unable to supply the services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the services from the Contractor's supplier(s). Additional profit margin as a result of supplying services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.

31. Entire Contract: This Contract and all of its attachments comprise the entire Contract between the Contractor and the County. Additional or new terms contained in this Contract, which vary from the Contractor's proposal, are deemed accepted by the Contractor by execution of this Contract or other commencement of performance hereunder. All previous proposals, offers, discussions, preliminary understandings and other communications relative to this Contract, oral or written, are hereby superseded, except to the extent that they have incorporated into this Contract. No future waiver of, exception to, addition to, or alteration of any of the terms, conditions and/or provisions of this Contract shall be considered valid unless specifically agreed to in writing by both Parties.

32. Equal Employment Opportunity: The Contractor shall comply with U.S. Executive Order 11426 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment,

upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

- 33. Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as Contractor Project Manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction without payment of additional compensation.
- 34. Firm Price Quotes:** Prices quoted herein shall be firm for the duration of the Contract.
- 35. Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
- 36. Intermediaries:** When in Contractor's professional judgment it is necessary or appropriate and subject to the County's prior approval, Contractor may utilize the services of other intermediaries, including wholesale brokers, to assist in the marketing of the County's insurance. To the extent possible, Contractor shall disclose all levels of broker or intermediary income. Contractor prefers, wherever possible, to use the services of an Contractor-affiliated Intermediary, but regardless of whether or not the Intermediary(s) used is Contractor-affiliated, Contractor shall be responsible for an Intermediary's actual or alleged acts, errors, or omissions or those of its officers, directors or employees.
- 37. Interpretation of Contract:** In the event of a conflict or question involving the provisions of any part of this Contract, interpretation and clarification as necessary shall be determined by the County's Deputy Purchasing Agent ("DPA"). If disagreement exists between the Contractor

and the County's DPA in interpreting the provision(s), final interpretation and clarification shall be determined by the County's Purchasing Agent or his designee.

- 38. Lobbying:** On best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, the Contractor to any person for influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 39. News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this agreement without first obtaining review and written approval of said news releases from the County through the County's project manager.
- 40. Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

For Contractor: Aon Risk Insurance Services West, Inc.
Attention: William Deeb
Address: 707 Wilshire Blvd., Suite 2500
Los Angeles, CA 90017

For County: County of Orange
County Procurement Office
Attention: Kari Tune
1300 S. Grand Ave., Bldg. A, 2nd Floor
Santa Ana, CA 92705

- 41. Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.
- 42. Placement – Related Taxes & Fees:** In certain cases, insurance placements that Contractor makes on the County's behalf may require the payment of insurance premium taxes (including U.S. Federal excise taxes), sales taxes, use taxes, surplus or excess lines and similar taxes and/or fees to federal, state or foreign regulators, boards or associations. The County agrees to pay such taxes and fees, whenever assessed. To the extent practical, such taxes and fees collected by Contractor will be promptly remitted by Contractor to the appropriate authorities.

43. Precedence: The Contract documents consist of this Contract and its attachments and exhibits. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the articles of this Contract, and then the exhibits and attachments.

44. Project Manager, County: The County shall appoint a project manager to act as liaison between the County and the Contractor during the term of this Contract. The County's project manager shall coordinate the activities of the County staff assigned to work with the Contractor.

The County's project manager shall have the right to require the removal and replacement of the Contractor's project manager and key personnel. The County's project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within 14 calendar days after written notice by the County's project manager. The County's project manager shall review and approve the appointment of the replacement for the Contractor's project manager and key personnel. Said approval shall not be unreasonably withheld.

45. Publication: No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic at work, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, a partnership, company, corporation, or agency, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be administered only by the County unless otherwise agreed to by both Parties.

46. Responsibilities of the County: The County shall be solely responsible for the accuracy and completeness of information and other documents furnished to Contractor and/or insurers by the County and the County shall sign any reasonably required application for insurance. The County recognizes and agrees that all insurance coverage(s) placed in connection with this Contract and all services, evaluations, reports and recommendations provided by Contractor hereunder are based on data and information furnished by the County. Contractor will be under no obligation to investigate or verify the completeness or accuracy of any such data or information, nor will Contractor have any liability for any errors, deficiencies or omissions in any services, evaluations, reports or recommendations provided to, or any insurance coverage(s) placed on behalf of, the County that are based on such inaccurate or incomplete data or information. The County understands that the failure to provide all necessary information to an insurer, whether intentional or by error, could result in the impairment or voiding coverage.

47. Reports/Meetings: The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this Contract. The County's project manager and the Contractor's project manager will meet on reasonable notice to discuss the Contractor's performance and progress under this Contract. If requested, the Contractor's project manager and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by the County for the purpose of monitoring progress under this Contract.

48. Sub-Contracting: No performance of this Contract or any portion thereof may be assigned or sub- contracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to assign or sub-Contract any performance of this Contract without

the express written consent of the County shall be invalid and shall constitute a breach of this Contract.

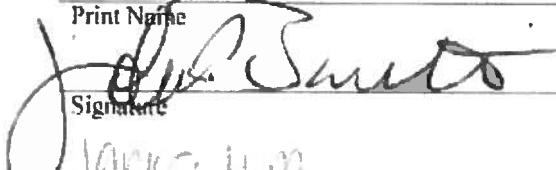
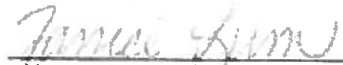
In the event that the Contractor is authorized by the County to sub-Contract, this Contract shall prevail and the terms of the sub-Contract shall incorporate by reference and not conflict with the terms of this Contract. In the manner in which the County expects to receive services, the County shall look to the Contractor for performance and not deal directly with any sub-Contractor. All matters related to this Contract shall be handled by the Contractor with the County; the County will have no direct contact with the sub-Contractor in matters related to the performance of this Contract. All work must meet the approval of the County of Orange.

- 49. Substitutions:** The Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior County written approval.
- 50. Usage Reports:** The Contractor shall submit usage reports as requested by County. Contractor shall provide usage reports within fourteen days of such request. The usage report shall include all information requested by County, in a format specified by County.
- 51. Validity:** The invalidity in whole or in part of any provision of this Contract shall not void or affect the validity of any other provision of the Contract.
- 52. Waivers - Contract:** The failure of the County in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

CONTRACT SIGNATURE PAGE

The Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

Aon Risk Insurance Services West, Inc.

John Carroll	EXECUTIVE VICE PRESIDENT
Print Name	Title
	4/15/15
Signature	Date
JAMES LUM	(FO)
Print Name	Title
	4-15-15
Signature	Date

* If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.

The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President.

The second corporate officer signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; 4) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

County of Orange, a political subdivision of the State of California

Print Name	Title
Signature	Date

APPROVED AS TO FORM
Office of the County Counsel
County of Orange, California

Print Name	Title
	4-17-15
Signature	Date

ATTACHMENT A
Scope of Work

I. Background

Incorporated in 1889, the County of Orange (www.ocgov.com) became a charter County via voter approval in 2002. It is governed by a five member Board of Supervisors (BOS). The County occupies 798 square miles, including 42 miles of coastline, serving a population of over 3 million residents and employs approximately 18,000 employees.

Services and programs provided by the County include, but are not limited to: Tax Collection, Property Assessment, Document Recording, Commercial Airport Operations, Law Enforcement (includes jail operations, harbor patrol and helicopter patrol), Flood Control Operations and Maintenance, Environmental Compliance and the operation of multiple landfill sites. The County also provides Community Services (includes public parks, libraries and animal care services), Social Services and Health Care Services.

The Office of Risk Management, through the Risk Manager, manages all aspects of the County's Commercial Insurance Program. Other Risk Management programs include administration of the Self-Insured Liability and Workers' Compensation Programs, Safety and Loss Prevention, Contract/Insurance Reviews, ADA Title II and Finance.

II. Contractor's Responsibilities

Contractor shall have the knowledge, experience and credentials to place property and casualty insurance for a large public entity, the County of Orange, for a fixed fee five (5) year term Contract.

Broker(s) shall explore strategies for traditional and alternative risk financing programs. Broker(s) will make recommendations on creative alternatives to the existing insurance programs, assist the Risk Manager in evaluating these alternatives, and provide unbiased, professional advice and/or recommendations that will enable the County to reduce its total cost of risk.

Broker services shall include, but may not be limited to the following:

A. Market, Evaluate, Negotiate, and Place Insurance Coverage(s)

1. Broker(s) shall provide a comprehensive evaluation of the County's insurance program; some of the tasks to be included, but not limited to, are as follows:
 - a) Ongoing proactive review and analysis of existing insurance policies and applicable claims history.
 - b) Unbiased assessment and recommendation of program alternatives including changes, modifications, consolidations, and/or additions in the terms, conditions and coverage limits needed for the insurance program to adequately protect the County's interests.
 - c) Notify the Risk Manager of favorable or unfavorable market developments that may include the identification of risk mitigation, risk transfer, risk financing opportunities, and legislation that could affect the County's access

to insurance.

- d) Recommendations regarding coverage changes in response to market conditions (e.g. increasing or decreasing self-insured retentions or purchasing additional insurance coverage).
2. Broker(s) shall design marketing programs and recommend strategies for obtaining insurance coverage(s) at least one hundred twenty (120) days before policy expirations, based upon a complete understanding of the County's potential exposures and by consulting with the Risk Manager.
 3. Broker(s) shall provide Risk Manager with a written recap of strategies discussed with Risk Manager/Designated staff following any strategy meetings within thirty (30) days.
 4. Broker(s) shall identify insurance programs, products, and qualified insurers capable of meeting the County's insurance needs.
 5. Broker(s) shall prepare bid specifications for markets capable of quoting for upcoming renewals; minimum qualification criteria for insurance placement shall be based upon financial stability, ability to pay claims, and the cost of insurance and coverage.
 6. Broker(s) shall assist the Risk Manager/Designated staff in the preparation of underwriting information and insurance applications; some of the tasks to be included, but not limited to, are as follows:
 - a) Gather, organize and analyze exposure and loss data for renewal of policies placed
 - b) Review insurance binders, policies, certificates, endorsements and other documents for accuracy, completeness and conformity to specification as negotiated; correct deficiencies immediately
 - c) Follow-up with insurance carriers for timely issuance of insurance documents (e.g. 90 days for policies)
 7. Broker(s) shall involve the Risk Manager/Designated staff in insurance renewal negotiations, reviews, studies, analyses or inspections with underwriters, whenever such involvement is beneficial for the County's insurance placement.
 8. Broker(s) shall seek a minimum of three (3) different quotes (with copies provided to the County upon request) for each line of insurance whenever feasible.
 9. Broker(s) shall seek approval in advance from the County's Risk Manager/Designated staff whenever non-admitted markets will be utilized or approached when marketing and/or seeking renewal of the County's insurance policies.
 10. Broker(s) shall obtain approval from the County's Risk Manager/Designated staff whenever a wholesale broker, intermediary or Managing General Agent (MGA) will be utilized for the County's insurance placement and/or marketing purposes.

11. Broker(s) shall provide comparisons of key policy terms offered by potential insurance carriers, and, when appropriate, negotiate terms that are favorable for the County.
12. Broker(s) are to utilize insurers that possess a minimum A.M Best rating of A- with a financial category of seven (7) or higher, unless otherwise approved in writing by the Risk Manager/Designated staff.
13. Broker(s) are to continue to evaluate and regularly monitor all insurers' financial status and advise the County immediately of any downgrades so that prompt action may be taken to preserve and protect the human and capital assets of the County.
14. Broker(s) shall submit firm quotations to the Risk Manager/Designated staff at least thirty (30) days prior to expiration of existing insurance when feasible.
15. Broker(s) shall clearly identify advantages and disadvantages for each policy recommendation made.
16. Broker(s) shall bind and place coverage promptly upon approval of selected coverage by the Risk Manager/Designated staff.
17. Prior Placements: Contractor assumes no responsibility for the adequacy or effectiveness of programs or coverages that Contractor did not implement or place.
18. County Responsibilities: Contractor will deliver the Included Services based upon the information that County and its representatives provide. County is responsible for the accuracy and completeness of the information and Contractor accepts no responsibility arising from County's failure to provide such information to Contractor. Contractor must receive promptly the information to deliver the Included Services as well as County's prompt updates to any information where there has been a material change which may affect the scope or delivery of the Included Services, such as a change in the nature of the risk, insured entities, property values and persons or entities to be covered. To the extent that any portion of Contractor's compensation, by operation of law, agreement or otherwise, becomes adjusted or credited to County, it is County's responsibility to disclose the actual net cost of the brokerage and insurance costs County has incurred to third party(ies) having an interest in such amounts.
19. Claim Notification to Insurers: Unless Contractor has a specific signed agreement with County to the contrary, it is County's responsibility to take such steps as are necessary to notify directly those insurers whose policies may apply to any circumstances, occurrences, claims, suits, demands and losses in accordance with the terms and conditions of County's policies. Contractor assumes no duty or responsibility with respect to such notifications or monitoring County's obligation to place insurers on notice unless undertaken in a separate written agreement. County may send copies of such notices to members of Contractor staff for informational purposes only, but the receipt of such notice by Contractor shall not create additional duties or obligations owed by Contractor to County nor constitute notice to County's insurers.
20. Insurer Solvency: While Contractor only engages insurers who meet certain requirements as established by Contractor from time to time, Contractor makes no representation, guarantee or warranty as to the solvency or ability of any insurer to

pay any amounts for insurance claims or otherwise.

21. Pricing: Contractor does not and cannot guarantee the availability or price of insurance for County's risks and is not responsible for fluctuation in the premiums charged by insurers. Contractor will rely on County to review and approve any calculation or estimation of premium and Contractor is not responsible for any loss occasioned as a result of Contractor's calculation or estimation of premium and statutory charges that may apply to County's insurance.

B. Provide On-Going Account and Support Services

1. Broker(s) will provide the Risk Manager/Designated staff with a complete insurance summary of all current policies in force within (30) thirty days of each insurance renewal and if any change in the County's insurance portfolio occurs
2. Broker(s) shall service the insurance policies placed for the County, including processing of all changes in exposure, coverage and endorsements
3. Broker(s) shall review policies and endorsements for conformity to agreed terms and coverage(s); this comprehensive review shall be evidenced by affixing the signature of an officer of the company to each page of the coverage documents
4. Broker(s) shall notify the County of any discrepancies from the negotiated coverage and terms within ten (10) calendar days following receipt of copies of the same
5. Broker(s) shall issue the invoices within ten (10) calendar days after insurance coverage is bound or renewed to avoid lapses in coverage
6. Broker(s) shall verify the accuracy of invoices before submitting them for payment to the County; whenever necessary, broker(s) shall resolve accounting differences or discrepancies and resubmit the invoice for payment
7. Broker(s) shall obtain updates on insured losses from carriers with which coverage is placed on a regular basis, and evaluate loss history for trends and other indicators that may alter the placement / marketing strategy.
8. Broker(s) shall perform the administrative and clerical duties relative to account management and servicing of all existing policies, such as:
 - a) Preparation of insurance applications and certificates
 - b) Coverage descriptions
 - c) Policy changes and endorsements; requests by suppliers, contractors or vendors shall be directed to the Risk Manager/Designated staff for approval and processing
9. Broker(s) shall assist the Risk Manager/Designated staff in reviewing leases and other contractual language for risk transfer agreements and required insurance arrangements
10. Broker(s) shall provide answers to Risk Manager/Designated staff and obtain clarification from underwriters or adjusters as to coverage or claims questions

11. Broker(s) shall assist designated staff in updating the property insurance schedule, including researching any details about said property requested by insurance carriers
12. Broker(s) shall assist the County in:
 - a) Notifying the insurance carriers when claims are submitted
 - b) Monitoring, coordination and problem resolution on submitted claims
 - c) Resolving coverage, claim and insurance related outstanding disputes
 - d) Obtaining payments/recovery collection on insured claims
 - e) Providing guidance and interpretation of coverage issues or policy interpretation
13. Broker(s) shall be available for consultation and/or expert guidance (in person and/or over the phone) with the Risk Manager/Designated staff regarding insurance coverage.
14. Broker(s) shall attend meetings as needed; this shall include regular meetings with Risk Management staff (e.g. monthly meetings at County's Risk Management office), the County's governing body staff (e.g. Board of Supervisors) and/or with other County Agency/Department staff, whenever needed.
15. Broker(s) shall provide input to appraisals, modeling studies, probable maximum loss (PML) studies and actuarial reports, whenever requested by the Risk Manager/Designated staff.
16. Broker(s) shall advise Risk Manager/Designated staff regarding any additional support services offered to the County; these services shall be broken into included services and services available at additional costs; the list of services may include, but is not limited to, Risk Analysis, Loss Prevention and Control, Appraisal Services, Claims Handling Services, Analytical Services and/or Reporting, etc.

C. Required Reports/Correspondence

1. Broker(s) shall provide in writing, no later than December 1st of each year, a forecast for the renewal premium costs of all County insurance policies to serve as guidance to the Risk Manager/Designated staff for budgeting purposes.
2. Broker(s) shall submit an annual stewardship and/or marketing report to include (a) a comprehensive review of the County's insurance programs and the status of established goals and objectives to reduce the County's total cost of risk, (b) a discussion of the current insurance marketplace and future trends, (c) highlights of concerns (d) and Broker(s) recommendations as to the most appropriate strategies to meet the County's needs.
3. Broker(s) shall provide premium allocation reports annually no later than December 1st of each year, indicating rates for each line of coverage provided so that payment costs are properly charged back to the appropriate agencies/departments.
4. Broker(s) shall have the ability to send documents or other types of information or

correspondence to Risk Management/Designated staff electronically or in a hard copy format.

D. Continuing Education and Training Seminars

1. Broker(s) shall assist Risk Management/Designated staff in the education and/or training of Board members, executive staff, contract administrators or other Agencies/Departments on insurance-related programs.
2. Broker(s) shall advise administrative staff in the maintenance of certificates, policy endorsements and binders.
3. Broker(s) shall provide, at no additional cost and at the request of the County's Risk Manager/Designated staff, ongoing insurance and/or risk management related webinars, and up to two (2) full day (8 hours) instructor led seminars and/or training sessions to County staff (on County premises) every contract year; training materials must be provided for all attendees.

E. Additional Requirements

1. Broker(s) shall submit a project organization chart and designate in writing, the service team, the team leader and the reporting relationships amongst staff responsible for the County's account; team leader replacements are subject to the Risk Manager's review and approval in writing; broker(s) shall notify the Risk Manager promptly of any team member changes.
2. Broker(s) shall disclose in writing on an annual basis, or as requested by the Risk Manager, all commissions, fees, rebates, earnings or other forms of remuneration or income received from Insurance Carriers, Managing General Agents (MGA), Wholesale or Surplus Lines Brokers, London Market, Reinsurance Brokers or any Underwriting facilities related to the placement of insurance on behalf of the County.
3. Broker(s) shall disclose in writing on an annual basis, or as requested by the Risk Manager, any ownership interests and/or direct and/or indirect investments in insurance and/or reinsurance carriers, MGA's, Intermediaries, Wholesale or Surplus Line Brokers, etc.

ATTACHMENT B
Compensation/Payment

I. COMPENSATION:

This is a fixed fee price for the County's Current Insurance Program and a fixed percentage (%) commission for New Insurance Placements Contract between the County and the Contractor for Insurance Brokerage Services as provided in Attachment A, Scope of Work. The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The County shall have no obligation to pay any sum in excess of total Contract amount or the fixed percentage (%) commission specified unless authorized by an amendment in accordance with paragraphs C and R of the County's General Terms and Conditions.

II. FIRM DISCOUNT AND PRICING STRUCTURE:

Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.

III. PAYMENT TERMS:

An invoice for the fixed cost of the services shall be submitted to the address specified below upon the completion of the engagement and approval of *Cindy Pisarski, County Project Manager*. Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the Office of Risk Management Department and subject to routine processing requirements of the County. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for services not provided or when services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the services.

Invoice(s) are to be sent to:

Attn: Cindy Pisarski
CEO / Office of Risk Management
600 W. Santa Ana Blvd. Ste. 104
Santa Ana, CA 92701

IV. INVOICING INSTRUCTIONS:

The Contractor will provide an invoice on Contractor's letterhead for services rendered. Each invoice will have a number and will include the following information:

1. Contractor's name and address
2. Contractor's remittance address (if different from 1 above)
3. Name of County Agency Department – Office of Risk Management
4. County Contract number
5. Service date(s) – Month of Service
6. Rate
7. Deliverables / Service description (in accordance with Attachment B)
8. Contractor's Federal I.D. number
9. Total

The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction. The County's Project Manager, or designee, is responsible for approval of invoices and subsequent submittal of invoices to the Auditor-Controller for processing of payment.

V. PAYMENT (ELECTRONIC FUNDS TRANSFER EFT):

The County of Orange offers contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to the County of Orange via an EFT Authorization Form. To request a form, please contact the agency/department representative listed in the bid.

ATTACHMENT C
Cost Summary

I. CONTRACT PAYMENT SCHEDULE

The fixed Contract will only apply to the existing insurance portfolio provided in Attachment D. New coverages added by the County (if any, in the future) will be on a commission percentage (%) basis.

Individual amounts shown for the three major insurance categories below (Property, Casualty, Miscellaneous) are estimates only. The County's Risk Manager will determine the total amount to be procured under any one category within the established annual limits. Expenditures for the three insurance categories may not exceed the total annual contract amount.

Property coverage includes but is not limited to all risk property, flood, terrorism, earthquake, DIC, boiler & machinery, brush fire, fine arts, and other related policies.

Casualty coverage includes but is not limited to all liability, workers compensation, cyber-liability, pollution, fiduciary, and other related policies.

Miscellaneous coverage includes but is not limited to bonds, crime, AD&D, Special Events, Accident Medical and other related policies.

The County may, at any time during the contract term, choose to market or market and place its property program through the Contractor. In such instances, the Property fees shall be as follows:

Contract Years 1 and 2

Marketing fee for County property program	\$31,000
Marketing fee for John Wayne property program	\$15,000
Marketing and Placement fees for County property program	\$47,000
Marketing and Placement fees for John Wayne property program	\$23,000

Contract Year 3

Marketing fee for County property program	\$31,500
Marketing fee for John Wayne property program	\$15,500
Marketing and Placement fees for County property program	\$48,000
Marketing and Placement fees for John Wayne property program	\$23,500

Contract Year 4

Marketing fee for County property program	\$32,000
Marketing fee for John Wayne property program	\$16,000
Marketing and Placement fees for County property program	\$49,000
Marketing and Placement fees for John Wayne property program	\$24,000

Contract Year 5

Marketing fee for County property program	\$32,500
Marketing fee for John Wayne property program	\$16,500
Marketing and Placement fees for County property program	\$50,000
Marketing and Placement fees for John Wayne property program	\$25,000

The County may also, at any time during the contract term, choose to ask the Contractor to monitor its insurance program placed through another broker. In such instances, the Monitoring fees shall be as follows:

All Contract Years

Monitoring fee for property placements through another broker	\$40,000
Monitoring fee for casualty placements through another broker	\$50,000

Monitoring includes review of quotes, markets, coverage, policy forms, coverage gaps and/or enhancements, program structure, alternatives, marketing approach, analysis of specification, review of proposals and quotes for accuracy and adherence to specifications and exposures, review of invoices for transparency and policy check for accuracy.

Current Program – Fixed Fees Amount(\$)		New Placements – Commission Percentage (%)	
Contract Year 1	Fixed Fees (\$)		Percentage (%)
Property	\$70,000		2.5%-10% depending on size and scope
Casualty	\$165,000		10%
Miscellaneous	\$40,000		15%
Contract Year 2	Fixed Fees (\$)		Percentage (%)
Property	\$70,000		2.5%-10% depending on size and scope
Casualty	\$165,000		10%
Miscellaneous	\$40,000		15%
Contract Year 3	Fixed Fees (\$)		Percentage (%)
Property	\$71,500		2.5%-10% depending on size and scope
Casualty	\$169,000		10%
Miscellaneous	\$41,000		15%
Contract Year 4	Fixed Fees (\$)		Percentage (%)
Property	\$73,000		2.5%-10% depending on size and scope
Casualty	\$173,000		10%
Miscellaneous	\$42,000		15%

Contract Year 5	Fixed Fees (\$)		Percentage (%)	
Property	\$75,000		2.5%-10% depending on size and scope	
Casualty	\$175,000		10%	
Miscellaneous	\$43,000		15%	

The above fixed fees include 50 hours of annual loss control services which will be increased to 75 hours if property placement is made to account for additional required inspection services in addition to the two (2) full day (8 hours) instructor led seminars and/or training sessions to County staff (on County premises) every contract year spelled out in Attachment A, Scope of Work, Section D.

Hourly fees will be charged should the County require additional loss control services.

II. FIXED FEE AND FIXED PERCENTAGE (%) COMMISSION

The County agrees to compensate the Contractor at the fixed rate for the County’s Current Insurance Program and a fixed percentage (%) commission for New Insurance Placements as set forth for broker services for the five (5) year term of the Contract, inclusive of all agreed reimbursable expenses. Payment shall be made upon acceptance of each annual report as required in the Contract and completion of any phase of the engagement under the County’s account, as determined by the County’s project manager in accordance with the terms and conditions herein.

The annual fixed rate shall include all costs and expenses directly related to the performance of the Broker Services and work to meet the requirements set forth in the Scope of Work. Mileage, parking, telephone/fax expenses, food, postage and incidental photocopies are not billable and will not be allowed.

The Contractor shall invoice the County for the Casualty fee and Miscellaneous fee biannually in accordance with the following schedule:

July 15, and annually thereafter:	50%
December 15, and annually thereafter:	50%

The Contractor shall invoice the County for the Property fee upon the Contractor’s receipt of the County’s instructions to either

1. Market the Property coverage(s) or
2. Market and Place the Property coverage(s), as applicable

III. ADDITIONAL/OPTIONAL SERVICES:

Free resources include LASER, GRIP, FATCA Compliance and Aonline.

Fee based items include LAMBDA, Rapid Response, Actuarial Services, Appraisal Services, Structured Settlements, Accelerated Claims Closure, TPA Audits, etc.

Hourly fees will be charged should the County require additional/optional services.

ATTACHMENT D
Staffing Plan

Primary Staff /Key Personnel to perform Contract duties

Name	Classification/Designation
<u>William S. Deeb, Ed. D.</u>	<u>Director of Public Entities</u>
<u>Lawrence G. Shoaf, Ph. D</u>	<u>Senior Vice President</u>
<u>Noah Silverman</u>	<u>Senior Account Specialist</u>
<u>Magdalena Pioquinto</u>	<u>Account Specialist</u>
<u>Corey R. Stein, MPA</u>	<u>Senior Advisor</u>
<u>Beth Cardall Leehy</u>	<u>Broker/Senior Account Specialist</u>
<u>Robert Lowe</u>	<u>Account Executive</u>
<u>Michael Betlinski</u>	<u>Managing Director – Casualty Brokerage</u>
<u>Ward Adams</u>	<u>Director, Western Region National Umbrella Practice</u>
<u>Michael Cullen</u>	<u>Associate Property Broker</u>
<u>Paul Braun</u>	<u>Managing Director</u>
<u>Gisele Norries</u>	<u>Managing Director</u>
<u>Lee Myles</u>	<u>Senior Vice President/Western Region Practice Leader</u>
<u>Martha “Mardy” Lutz</u>	<u>Vice President, Aviation</u>
<u>Mujtaba Dattoo</u>	<u>Director & Actuary</u>
<u>Barbara S. Roll</u>	<u>Associate Director – Environmental Practice</u>
<u>Tom Pfister</u>	<u>Director Marine</u>
<u>Tom Branigan</u>	<u>Managing Director</u>
<u>KeAna W. Conrad</u>	<u>Regional Director of Operations</u>
<u>Jan Cottini</u>	<u>Managing Director, Western Region Director</u>
<u>Marshall Nadel</u>	<u>Managing Director – Power Practice</u>
<u>Sarah Barr</u>	<u>Assistant Vice President</u>

Substitution or addition of Contractor’s key personnel in any given category or classification shall be allowed only with prior written approval of the County’s Project Manager.

The Contractor may reserve the right to involve other personnel, as their services are required. The specific individuals will be assigned based on the need and timing of the service/class required. Assignment of additional key personnel shall be subject to County approval in writing. Whether an individual is deemed to be in the category of “key personnel” shall be determined in writing by the County. Except as set forth in paragraph 44 regarding Contractor’s Project Manager, County expressly retains the right to have any of the Contractor personnel prohibited from performing services to County under this Contract. Contractor shall effectuate the removal of the specified Contractor personnel from performing services to County under this Contract within three (3) business days of notification by Project Manager. County shall notify the Contractor in writing of the specific personnel to be prohibited from providing services to County under this Contract. County is not required to provide any reason, rational or factual information if it elects to request any specific Contractor personnel to be prohibited from performing services under this Contract. Contractor’s failure to comply with the County Project Manager’s decision and remove the specified personnel shall be deemed a material breach of this Contract and County may immediately terminate the Contract without penalty.

EXHIBIT B
County's Insurance Policies

Line of Coverage	Policy Period	Premium	Limits*	Carrier	Deductible/SIR	Placement
Property						
Property	3/31/14-3/31/15	\$4,104,390	\$600,000,000 All Perils; \$100,000,000 EQ & \$415,000,000 Flood	multiple	\$10,000 plus 12 1/2% corridor; EQ and Flood separate deductibles	CSAC-EIA
JWA Property	3/31/14-3/31/15	\$2,159,407	\$600,000,000 All Perils; \$125,000,000 EQ & \$415,000,000 Flood; misc. sublimits	multiple	\$10,000; EQ and Flood separate deductibles	CSAC-EIA
Casualty						
Watercraft Liability	10/1/14-10/1/15	\$64,000	\$10,000,000	Navigators Insurance Co	\$1,000	Broker of Record
Excess Liability	10/1/14-10/1/15	\$1,324,088	\$100,000,000	multiple	\$5M SIR	Broker of Record
JWA Liability	3/31/1 -3/31/15	\$124,278	\$200,000,000	National Union Fire Insurance Company	N/A	Broker of Record
OCS D Helicopter Liability	3/31/14-3/31/15	\$162,094	\$100,000,000	National Union Fire Insurance Company	N/A rotors not in motion; \$40,000 in motion, ingestion or mooring	Broker of Record
OCS D Heliport Liability	3/31/14-3/31/15	\$7,800	\$100,000,000	National Union Fire Insurance Company	N/A	Broker of Record
ICE Auto Liability	8/9/14-8/9/15	\$126,249	\$5,000,000	Marine Ins. Co.	N/A	Broker of Record
ICE Law Enforcement Liability	8/9/14-8/9/15	\$186,250	\$5,000,000	Indian Harbor	\$100,000	Broker of Record
Cyber Liability	7/1/14-7/1/15	\$38,568	\$2,000,000	Beazley/Lloyds	\$100,000	CSAC-EIA
JWA Cyber Liability	7/1/14-7/1/15	\$11,180	\$2,000,000	Beazley/Lloyds	\$100,000	CSAC-EIA
RNSP Liability	3/31/14-3/31/15	\$13,757	\$100,000,000	National Union Fire Insurance Company	N/A	Broker of Record
Workers' Compensation	8/1/14-8/1/15	\$230,746	Statutory	Safety National	\$20M	Broker of Record
Miscellaneous						
CFCOC Crime	6/30/14-6/30/15	\$2,400	\$10,000,000	National Union Fire Insurance Company	\$2,500.00	CSAC-EIA
IHSS Crime	6/30/14-6/30/15	\$2,400	\$10,000,000	National Union Fire Insurance Company	\$2,500.00	CSAC-EIA
LAFCO Crime	6/30/14-6/30/15	\$2,400	\$10,000,000	National Union Fire Insurance Company	\$2,500.00	CSAC-EIA
CFCOC SPIP	7/1/14-7/1/15	\$1,416	\$350,000,000	Lexington/Lloyds	1,000.00	CSAC-EIA
CFCOC SLIP	9/29/14-9/29/15	\$4,158	\$5,000,000	Associated Industries Insurance Company	1,000.00	CSAC-EIA
IHSS SLIP	9/29/14-9/29/15	\$11,403	\$5,000,000	Associated Industries Insurance Company	1,000.00	CSAC-EIA
LAFCO SLIP	9/29/14-9/29/15	\$11,395	\$5,000,000	Associated Industries Insurance Company	5,000.00	CSAC-EIA
Notary Public E& O Bond	3/2314 - 3/23/15	\$421	\$10,000	Western Surety Company	N/A	Broker of Record
Volunteer Liability - CIMA	7/1/14-7/1/15		see breakdown below	VIS		CIMA
VOLUNTEER - accident insurance	7/1/14-7/1/15	\$19,052	\$2,500 AD&D; \$50,00 Accident Medical Expense	QBE Insurance Corporation	Excess of Medicare, Medicaid or any other insurance volunteer maintains	CIMA
VOLUNTEER - excess volunteer lia	7/1/14-7/1/15	\$8,490	\$1,000,000 per occurrence; \$3,000,000 annual aggregate	Underwriters at Lloyd's of London	Excess of and noncontributing with any other valid and collectible insurance in place	CIMA
VOLUNTEER - excess auto liability	7/1/14-7/1/15	\$31,056	\$500,000	Underwriters at Lloyd's of London	Excess only after individual insurance is exhausted or policy retention has been exceeded	CIMA
Crime	10/21/14-10/21/15	\$188,904	\$30,000,000	multiple	\$25,000	Broker of Record
includes elected and appointed of						
deductible buy down	10/21/14-10/21/15	\$2,500	\$25,000	Zurich	\$5,000	Broker of Record
CSAC-EIA - California State Association of Counties-Excess Insurance Authority						
*Highest limit stated. Sublimits are not shown under all coverages.						