

Park City Municipal Corporation

REQUEST FOR PROPOSALS (NON-BID) FOR

Insurance Brokerage Services

NOTICE
REQUEST FOR PROPOSALS (NON-BID)

Insurance Broker Services

PROPOSALS DUE: December 7, 2020

PROJECT NAME: Insurance Broker Services

RFP AVAILABLE: November 19, 2020

PROJECT LOCATION: Park City, Utah

PROJECT DESCRIPTION (brief): Insurance Brokerage Services that includes Risk Management needs

PROJECT DEADLINE: January 1, 2025

OWNER: Park City Municipal Corporation
P.O. Box 1480
Park City, UT 84060

CONTACT: *Leah Langan, Executive Assistant*
Leah.Langan@parkcity.org / Fax: 435-615-4902
**All questions shall be submitted in writing no later than
November 25, 2020.**

Park City reserves the right to reject any or all proposals received for any reason. Furthermore, the City shall have the right to waive any informality or technicality in proposals received when in the best interest of the City.

In the absence of the project manager, proposals should be dropped off to the City Recorder, located at 445 Marsac Avenue, Third Floor – Executive Department, Park City, UT 84060.

I. Introduction

Park City Municipal Corporation seeks proposals from experienced and qualified firms to provide broker-of-record insurance services, for the marketing and placement of the City's property, casualty coverage, and environmental coverage specifically - Bodily Injury and Property Damage (BIPD); additionally for providing other insurance-related services as further defined. Selected services may also be used for insurance services relating to Park City Municipal Corporation subsidiaries, such as Park City Municipal Water District.

The proposal should detail the firm's conceptual approach to handling a City's account, and providing both insurance placement and advisory services.

II. Scope of Project

While the exact range and extent of services is negotiable, it is anticipated that the selected broker shall provide, at a minimum, professional services and dedicated personnel necessary to perform the following:

Develop a complete understanding of the City's areas of exposure and consult with City representatives about short and long term solutions.

Identify programs, products, and insurers capable of meeting the "environmental coverage."

Identify programs, products and insurers capable of meeting Cyber Liability, Security and Privacy Liability, Regulatory Proceeding Defense Coverage, and Privacy Breach Costs Coverage.

Evaluate existing insurance contracts and claims history and make recommendations concerning any changes, modifications, consolidations, and/or additions in the terms, conditions and coverage limits needed to yield a comprehensive risk management program to protect the interests of the City.

Identify programs, products, and insurers capable of meeting the City's insurance needs and prepare specifications for markets capable of quoting for upcoming renewals.

When so authorized by City representatives by means of a "broker of record" letter, approach appropriate markets on behalf of the City to obtain quotes for specific insurance products / coverage.

If or when requested or recommended, provide a minimum of at least three (3) competitive quotes from reputable insurance carriers for each type of risk.

Act as an advisor to the City for specialty insurance coverages that may be outside the normal market of the selected broker, and as authorized, negotiate, audit policies and rates, and provide recommendations for City risk management staff.

Present for City consideration, in an understandable format, an evaluation of the results of each solicitation, with a comprehensive financial analysis and recommendations for selection of an insurer or risk management plan for each type of risk.

Negotiate on the City's behalf the details of insurance contracts with selected carriers, and audit resulting policies and rates for accuracy of coverage, terms and conditions, and compliance with financial arrangements and administrative procedures acceptable to the City.

Provide verification of coverage as needed by the City to satisfy lessors, contractors, and other parties from whom the City seeks services or use of equipment and/or facilities.

Provide evaluation, training, and education, if requested, relative to loss control, safety, claims management, and related topics in the area of risk management.

Provide recommendations for City contract staff as to risk related issues in City contractual arrangements.

If requested, assist in the design and implementation of an effective safety and loss control program.

Prepare insurance certificates and endorsements as requested by the City or its suppliers, contractors, or vendors.

Provide answers to City staff, and obtain clarification from underwriters or adjusters regarding coverage or claims questions.

Provide assistance in the form of an annual stewardship report for City management as well as advisory services or other written reports or claims summaries as is customarily expected from a professional insurance broker.

Provide premium allocation services if requested, so that premium costs may be properly charged back to appropriate departments.

Communicate directly with the City's contractors and service providers to obtain their evidence of insurance and verify it meets contract requirements and continue to track certificates of insurance to ensure contractors and services providers maintain continuous coverage during the term of their contracts with the City.

III. Content of Proposal

Proposals will be evaluated on the criteria listed below. Proposals shall be limited to twenty (20) pages.

Evaluation factors shall be applied to all eligible, responsive firms in comparing proposals and selecting the successful broker. While the City reserves the right to interview any or all proposers, award of a contract may be made without discussion with proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms available.

Proposal Evaluation Factors:

- Thoroughness of RFP response and documentation.
- Demonstration of successful prior performance with comparable services in the public sector.
- Maximum total compensation for the contract period.
- Evidence of good organization and management practices.
- Adequacy and breadth of services available.
- Access to and tenure of broker and support team.
- Insurance markets and creativity for innovative coverage solutions.
- The nature and extent of requested changes to our standard contract (i.e., unwillingness to comply with our insurance/indemnity provision, counts against a bidder.)

Park City Municipal Corporation reserves the right to reject any and all proposals for any reason. Proposals lacking required information will not be considered. All submittals shall be public records in accordance with government records regulations (“GRAMA”) unless otherwise designated by the applicant pursuant to UCA §63G-2-309, as amended. The award of contract is subject to approval by City Council.

Price may not be the sole deciding factor.

IV. Selection Process

Proposals will be evaluated on the factors listed in Section III Content of Proposal, above.

The selection process will proceed on the following schedule:

- a. Proposals will be submitted to Park City Municipal Corporation by 4:00 pm on Monday, December 7, 2020, at the City Hall Executive Office located at 445 Marsac Ave, Park City, UT 84060, Attn: Leah Langan Executive Assistant.
- b. A selection committee comprised of the City Attorney’s Office, Executive Office, and/or City staff will review all submitted RFPs.
- c. It is anticipated that City Council will vote on the contract award on December 10, 2020.

V. Park City Municipal Standard Service Provider/Professional Services Agreement

- a. The successful proposal will be required to enter into Park City’s standard Service Provider/Professional Services Agreement, in its current form, with the City. A draft of the agreement is attached to this RFP as **Exhibit “A”** and incorporated herein.

- b. **ANY INQUIRIES RELATED TO INDEMNIFICATION OR INSURANCE PROVISIONS CONTAINED IN PARK CITY MUNICIPAL CORPORATION’S STANDARD AGREEMENT MUST BE SUBMITTED TO PARK CITY MUNICIPAL CORPORATION NO LATER THAN THE PROPOSAL/SUBMITTAL DEADLINE. PARK CITY MAY, IN ITS SOLE DISCRETION, CONSIDER SUCH INQUIRIES. ANY CHANGES TO PARK’S CITY’S STANDARD INSURANCE AND INDEMNIFICATION PROVISIONS SHALL BE APPROVED IN PARK CITY’S SOLE DISCRETION.**

Any service provider who contracts with Park City is required to have a valid Park City business license.

VI. Information to be submitted

To be considered, three (3) copies of the proposal must be submitted to the Park City Executive Office, Attn: Leah Langan, Executive Assistant, Park City Municipal Corporation, 445 Marsac Ave., Park City, UT 84060 by 4:00 p.m. on Monday, December 7, 2020.

VII. Preparation of Proposals

- a. Failure to Read. Failure to Read the Request for Proposal and these instructions will be at the offeror's own risk.
- b. Cost of Developing Proposals. All costs related to the preparation of the proposals and any related activities are the sole responsibility of the offeror. The City assumes no liability for any costs incurred by offerors throughout the entire selection process.

VIII. Proposal Information

- a. Equal Opportunity. The City will make every effort to ensure that all offerors are treated fairly and equally throughout the entire advertisement, review and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information.

- b. Proposal Ownership. All proposals, including attachments, supplementary materials, addenda, etc., shall become the property of the City and will not be returned to the offeror.
- c. Rejection of Proposals. Park City Municipal Corporation reserves the right to cancel or modify the terms of this RFP and/or the project at any time and for any reason preceding contract award and reserves the right to accept or reject any or all proposals submitted pursuant to this request for proposals. Park City will provide respondents written notice of any cancellation and/or modification. Furthermore, the City shall have the right to waive any informality or technicality in proposals received when in the best interest of the City.
- d. No proposal shall be accepted from, or contract awarded to, any person, firm or corporation that is in arrears to the City, upon debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the City, or that may be deemed irresponsible or unreliable by the City. Offerors may be required to submit satisfactory evidence that they have the necessary financial resources to perform and complete the work outlined in this RFP.
- e. Park City Municipal Corporation's policy is, subject to Federal, State and local procurement laws, to make reasonable attempts to support Park City businesses by purchasing goods and services through local vendors and service providers.
- f. If bidder utilizes third parties for completing RFP requirements, list what portion of the RFP will be completed by third parties and the name, if known, of the third party.

EXHIBIT "A"

**PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT
DRAFT**

This Service Provider/Professional Services Agreement (the "Agreement") is made and entered into as of this ____ day of _____, 20__, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and _____, a _____ (Insert state of incorporation) _____ (insert either "corporation" or "limited liability company"), ("Service Provider"), collectively, the City and the Service Provider are referred to as (the "Parties)."

WITNESSETH:

WHEREAS, the City desires to have certain services and tasks performed as set forth below requiring specialized skills and other supportive capabilities;

WHEREAS, sufficient City resources are not available to provide such services; and

WHEREAS, the Service Provider represents that the Service Provider is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the services and/or tasks set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the Parties hereto agree as follows:

1. SCOPE OF SERVICES.

The Service Provider shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Service Provider responsibilities throughout this Agreement and as set forth in the "Scope of Services" attached hereto as "Exhibit A" and incorporated herein (the "Project"). The total fee for the Project shall not exceed \$_____.

The City has designated Matt Dias, City Manager, or his designee as City's Representative, who shall have authority to act on the City's behalf with respect to this Agreement consistent with the budget contract policy.

2. TERM.

No work shall occur prior to the issuance of a Notice to Proceed which cannot occur until execution of this Agreement, which execution date shall be commencement of the term and the term shall terminate on _____, or earlier, unless extended by mutual written agreement of the Parties.

Service Provider shall provide professional insurance broker services to City as hereinafter described for a period of three (3) years, with a one (1) year extension as approved by both parties. Service Provider agrees to perform all work and services in a professional manner consistent with industry standards and in accordance with the terms and conditions hereof. City agrees that Service Provider shall be its Service Provider of Record for the term of this Agreement for the placement of insurance and bonds as requested by City, with the exception of General Benefits, such as life insurance and long-term disability insurance. City may, in addition, accept and consider insurance quotes from independent agencies providing public entity related insurance.

3. COMPENSATION AND METHOD OF PAYMENT.

- A. Payments for services provided hereunder shall be made monthly following the performance of such services.
- B. No payment shall be made for any service rendered by the Service Provider except for services identified and set forth in this Agreement.
- C. For all "extra" work the City requires, the City shall pay the Service Provider for work performed under this Agreement according to the schedule attached hereto as "Exhibit B," or if none is attached, as subsequently agreed to by both Parties in writing.
- D. The Service Provider shall submit to the City Manager or her designee on forms approved by the City Manager, an invoice for services rendered during the pay period. The City shall make payment to the Service Provider within thirty (30) days thereafter. Requests for more rapid payment will be considered if a discount is offered for early payment. Interest shall accrue at a rate of six percent (6%) per annum for services remaining unpaid for sixty (60) days or more.
- E. The Service Provider reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.

As compensation for its services hereunder, Service Provider shall be compensated by the standard commissions paid by insurance carriers utilized by Service Provider for all lines of coverage except for Property and Public Entity General Liability. For the Property coverage and Public Entity General Liability coverage (the "Fee Coverages"), Service Provider shall provide the services herein for an annual fee as outlined in "Compensation Schedule" attached hereto as "Exhibit B" and incorporated

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herein (the Project, which shall be paid by City, in full beginning January 2017, and annually in January, through the term of the Agreement. With respect to insurance placed by Service Provider on City's behalf, Service Provider will disclose to City the amount of any commissions received by Service Provider and, with respect to the Fee Coverages, credit retail commissions collected for such coverage against remaining installments of the annual fee and, to the extent in excess of the remaining installments, refund previously paid installments of the fee. In the event such retail commissions for a contract year exceed Service Provider's annual fee for that year, then excess retail commissions will be returned to City as permitted by law. Otherwise, excess retail commissions will be carried forward and applied against Service Provider's annual compensation for subsequent years as permitted by law. Service Provider and its affiliates will not credit any wholesale or enhanced commissions against the annual fee.

In certain cases, placements which Service Provider makes on City'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. Such taxes will be charged to City and identified separately on invoices. City agrees to pay such taxes and fees.

Service Provider may also utilize the services of other intermediaries to assist in the marketing of City's insurance, when in Service Provider's professional judgment it is necessary or appropriate, and upon approval by the City. Such intermediaries may or may not be affiliates of Service Provider. The compensation of such intermediaries is not included in Service Provider's compensation hereunder and will be paid by insurers out of paid premiums.

- F. Service Provider acknowledges that the continuation of this Agreement after the end of the City's fiscal year is specifically subject to the City Council's approval of the annual budget.

4. RECORDS AND INSPECTIONS.

- A. The Service Provider shall maintain books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement, including (but not limited to) that which is necessary to sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement, and shall maintain such accounting procedures and practices as may be

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necessary to assure proper accounting of all funds paid pursuant to this Agreement.

- B. The Service Provider shall retain all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement for six (6) years after expiration of the Agreement.
- C. The Service Provider shall, at such times and in such form as the City may require, make available for examination by the City, its authorized representatives, the State Auditor, or other governmental officials authorized by law to monitor this Agreement, all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement. The Service Provider shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the Service Provider's activities, which relate directly or indirectly to this Agreement.
- D. The City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code, 1953, as amended and Park City Municipal Code Title 5 ("GRAMA"). All materials submitted by Service Provider pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming an exemption from disclosure rests solely with Service Provider. Any materials for which Service Provider claims a privilege from disclosure based on business confidentiality shall be submitted marked as "confidential - business confidentiality" and accompanied by a concise statement from Service Provider of reasons supporting its claim of business confidentiality. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury. The City will make reasonable efforts to notify Service Provider of any requests made for disclosure of documents submitted under a claim of confidentiality. Service Provider specifically waives any claims against the City related to any disclosure of materials pursuant to GRAMA.

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

- A. The Parties intend that an independent Service Provider/City relationship will be created by this Agreement. No agent, employee, or representative of the Service Provider shall be deemed to be an employee, agent, or representative of the City for any purpose, and the employees of the Service Provider are not entitled to any of the benefits the City provides for

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its employees. The Service Provider will be solely and entirely responsible for its acts and for the acts of its agents, employees, subcontractors or representatives during the performance of this Agreement.

- B. In the performance of the services herein contemplated, the Service Provider is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the City and shall be subject to the City's general rights of inspection and review to secure the satisfactory completion thereof.

6. SERVICE PROVIDER EMPLOYEE/AGENTS.

The City may at its sole discretion require the Service Provider to remove an employee(s), agent(s), or representative(s) from employment on this Project. The Service Provider may, however, employ that (those) individual(s) on other non-City related projects.

7. HOLD HARMLESS INDEMNIFICATION.

- A. The Service Provider shall indemnify and hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Service Provider's negligent performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Service Provider; and provided further, that nothing herein shall require the Service Provider to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Service Provider expressly agrees that the indemnification provided herein constitutes the Service Provider's limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Service Provider claims or recovers compensation from the City for a loss or injury that Service Provider would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually negotiated by the Parties, and is expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.

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- B. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

8. INSURANCE.

The Service Provider shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Service Provider, their agents, representatives, employees, or subcontractors. The Service Provider shall provide a Certificate of Insurance evidencing:

- A. General Liability insurance written on an occurrence basis with limits no less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate for personal injury, bodily injury and property damage.

The Service Provider shall increase the limits of such insurance to at least the amount of the Limitation of Judgments described in Section 63G-7-604 of the Governmental Immunity Act of Utah, as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3.

- B. Automobile Liability insurance with a combined single limit of not less than Two Million Dollars (\$2,000,000) each accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of owned, hired, and non-owned motor vehicles. This policy must not contain any exclusion or limitation with respect to loading or unloading of a covered vehicle.

- C. Professional Liability (Errors and Omissions) insurance (if applicable) with annual limits no less than One Million Dollars (\$1,000,000) per occurrence. Service Provider agrees to continue to procure and maintain professional liability insurance coverage meeting these requirements for the applicable period of statutory limitation of claims (or statute of repose, if applicable) after the project completion or termination of this Agreement.

If written on a claims-made basis, the Service Provider warrants that the retroactive date applicable to coverage precedes the effective date of this agreement; and that continuous coverage will be maintained for an extended reporting period endorsement (tail coverage) will be purchased for a period of at least three (3) years beginning from the time that work under this agreement is complete.

- D. Workers Compensation insurance and Employers Liability coverage with Workers Compensation limits complying with statutory requirements, and

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Employer's Liability Insurance limits of at least One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) for bodily injury by accident, and One Million Dollars (\$1,000,000) each employee for injury by disease.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Park City Municipal Corporation for all work performed by the Service Provider, its employees, agents and subcontractors.

- E. Park City Municipal Corporation, its officers, officials, employees, and volunteers are to be covered as additional insureds on general liability and auto liability insurance policies, with respect to work performed by or on behalf of the Service Provider including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Service Provider and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance.
- F. Should any of the above described policies be cancelled before the expiration date thereof, Service Provider shall deliver notice to the City within thirty (30) days of cancellation. The City reserves the right to request certified copies of any required policies.
- G. The Service Provider's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- H. For any claims related to this Agreement, the Service Provider's insurance coverage shall be primary insurance coverage with respect to Park City Municipal Corporation, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Park City Municipal Corporation, its officers, officials, employees, or volunteers shall be excess of the Service Provider's insurance and shall not contribute with it.

9. TREATMENT OF ASSETS.

Title to all property furnished by the City shall remain in the name of the City and the City shall become the owner of the work product and other documents, if any, prepared by the Service Provider pursuant to this Agreement (contingent on City's performance hereunder).

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10. COMPLIANCE WITH LAWS AND WARRANTIES.

- A. The Service Provider, in the performance of this Agreement, shall comply with all applicable federal, state, and local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.
- B. Unless otherwise exempt, the Service Provider is required to have a valid Park City business license.
- C. The Service Provider specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement.
- D. If this Agreement is entered into for the physical performance of services within Utah, the Service Provider shall register and participate in E-Verify or an equivalent program. The Service Provider agrees to verify employment eligibility through E-Verify, or an equivalent program, for each new employee that is employed within Utah, unless exempted by Utah Code § 63G-12-302.
- E. Service Provider shall be solely responsible to the City for the quality of all services performed by its employees or sub-contractors under this Agreement. Service Provider hereby warrants that the services performed by its employees or sub-contractors will be performed substantially in conformance with the standard of care observed by similarly situated companies providing services under similar conditions.

11. NONDISCRIMINATION.

- A. The City is an equal opportunity employer.
- B. In the performance of this Agreement, Service Provider will not discriminate against any qualified person in matters of compensation and other terms, privileges, and conditions of employment because of: race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age (40 or older), disability, genetic information, sexual orientation, gender identity, or protected expressions. Service Provider shall take such action with respect to this Agreement as may be required to ensure full compliance with local, State and federal laws prohibiting discrimination in employment.
- C. Service Provider will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, color,

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religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age (40 or older), disability, genetic information, sexual orientation, gender identity, or protected expressions.

- D. If any assignment or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Service Provider shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

12. ASSIGNMENTS/SUBCONTRACTING.

- A. The Service Provider shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the City, and it is further agreed that said consent must be sought in writing by the Service Provider not less than thirty (30) days prior to the date of any proposed assignment. The City reserves the right to reject without cause any such assignment. Any assignment made without the prior express written consent of the City, as required by this paragraph, shall be deemed null and void.
- B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth in local, state or federal statutes, ordinance and guidelines.
- C. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the City.
- D. Each subcontractor that physically performs services within Utah shall submit an affidavit to the Service Provider stating that the subcontractor has used E-Verify, or an equivalent program, to verify the employment status of each new employee, unless exempted by Utah Code § 63G-12-302.

13. CHANGES.

Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both Parties. Such amendments shall be attached to and made part of this Agreement.

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14. PROHIBITED INTEREST, NO THIRD PARTY RIGHTS AND NO GRATUITY TO CITY EMPLOYEES.

- A. No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- B. Nothing herein is intended to confer rights of any kind in any third party.
- C. No City employee who has procurement decision making authority and is engaged in the procurement process, or the process of administering a contract, may knowingly receive anything of value including but not limited to gifts, meals, lodging or travel from anyone that is seeking or has a contract with the City.

15. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.

- A. All work proposed by the Service Provider is based on current government ordinances and fees in effect as of the date of this Agreement.
- B. Any changes to current government ordinances and fees which affect the scope or cost of the services proposed may be billed as an “extra” pursuant to Paragraph 3(C), or deleted from the scope, at the option of the City.
- C. The City shall make provision for access to the property and/or project and adjacent properties, if necessary, for performing the services herein.

16. TERMINATION.

- A. Either party may terminate this Agreement, in whole or in part, at any time, by at least thirty (30) days' written notice to the other party. The Service Provider shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Service Provider shall promptly submit a termination claim to the City. If the Service Provider has any property in its possession belonging to the City, the Service Provider will account for the same, and dispose of it in a manner directed by the City.
- B. If the Service Provider fails to perform in the manner called for in this Agreement, or if the Service Provider fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within three (3) days' written notice thereof, the City may immediately terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the Service Provider setting forth the

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manner in which the Service Provider is in default. The Service Provider will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

17. NOTICE.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the Parties below. Notice is effective upon the date it was sent, except that a notice of termination pursuant to Paragraph 16 is effective upon receipt. All reference to "days" in this Agreement shall mean calendar days.

18. ATTORNEYS FEES AND COSTS.

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in connection with that action or proceeding.

19. JURISDICTION AND VENUE.

- A. This Agreement has been and shall be construed as having been made and delivered within the State of Utah and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Utah, both as to interpretation and performance.
- B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah.

20. SEVERABILITY AND NON-WAIVER.

- A. If, for any reason, any part, term, or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- B. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Utah, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.
- C. It is agreed by the Parties that the forgiveness of the non-performance of any provision of this Agreement does not constitute a subsequent waiver of the provisions of this Agreement. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party.

21. ENTIRE AGREEMENT.

The Parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both Parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both Parties recognize time is of the essence in the performance of the provisions of this Agreement.

22. COUNTERPARTS.

This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

23. ELECTRONIC SIGNATURES.

Each party agrees that the signatures of the parties included in this Agreement, whether affixed on an original document manually and later electronically transmitted or whether affixed by an electronic signature through an electronic signature system such as DocuSign, are intended to authenticate this writing and to create a legal and enforceable agreement between the parties hereto.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation
445 Marsac Avenue
Post Office Box 1480
Park City, UT 84060-1480

Matt Dias, City Manager

Attest:

City Recorder's Office

Approved as to form:

City Attorney's Office

SERVICE PROVIDER NAME

Address:

Address:

City, State, Zip:

TaxID#: _____

PC Business License#

BL_____

Signature

Printed name

Title

THE CITY REQUIRES THE SERVICE PROVIDER TO COMPLETE EITHER THE NOTARY
BLOCK OR THE UNSWORN DECLARATION, WHICH ARE BELOW.

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this ____ day of _____, 20__, personally appeared before me _____, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that he/she is the _____ (*title or office*) of _____, a _____ corporation (or limited liability company), by authority of its Bylaws/Resolution of the Board of Directors (if as to a corporation) or Operating Agreement/Member Resolution (if as to a limited liability company), and acknowledged that he/she signed it voluntarily for its stated purpose as _____ (title) for _____, a _____ corporation (or limited liability company).

Notary Public

I declare under criminal penalty under the law of Utah that the foregoing is true and correct. Signed on the ____ day of _____, 2020, at _____ (insert State and County here).

Printed name _____

Signature: _____

EXHIBIT "A"**SCOPE OF SERVICES**

- A. Service Provider shall obtain insurance premium quotes, inclusive of commissions or fees where applicable, on all insurance placed through Service Provider by City.
- B. Whenever market conditions permit, Service Provider shall obtain at least two (3) quotations on each separate line of coverage. If, in Service Provider's opinion, market conditions do not justify obtaining two or more quotes, Service Provider shall report to the City Manager and provide reasons for such opinion. Nevertheless, City shall retain the right to require Service Provider to obtain two or more quotations in any event if such quotations are reasonably obtainable.
- C. Service Provider shall use its reasonable best efforts to submit firm premium quotes to the City Manager at least sixty (60) days prior to expiration of existing insurance, provided, however, that the City Manager may waive such sixty (60) day notice in the event Service Provider can demonstrate, to the satisfaction of the City Manager, there exists extenuating circumstances which preclude or make undesirable such sixty (60) day notice.
- D. Service Provider shall make a professional and good faith effort to give notice to the City Manager of all favorable or unfavorable market developments which might affect City's access to insurance prices deemed affordable by the City Manager. Annually, on September 1st, the Service Provider will provide to the City Manager an assessment of policies in force and include recommendations for risk coverage with a cost/scope of coverage analysis to the City. Annually, no later than September 1st of each year, Service Provider will provide, in writing, Service Provider's best estimates for the renewal premium costs of all City's insurance policies to provide guidance to City for future budgeting purposes.
- E. Service Provider shall try to provide the City, whenever the City shall request, quotes on any other insurance coverage not heretofore mentioned, for additional fees as the parties may agree.
- F. At the request of the City Manager, Service Provider shall include said City Manager in negotiations with the underwriters involving placement of the City's insurance programs. Service Provider shall monitor published financial information of the City's current insurers and alert the City when

the status of one or more of such insurers falls below Service Provider's minimum financial guidelines.

Service Provider will not, however, be responsible for the solvency of any insurance carrier or its ability to pay claims, return premiums or other financial obligations. Insurers with whom City's risks are placed will be deemed acceptable to City, in the absence of contrary written instructions from City.

G. Service Provider shall perform the following functions:

1. In conjunction with the City Manager, frequently analyze City's exposures and recommend solutions consistent with these exposures in an effort to provide the highest level of insurance coverage at the least possible cost to the City;
2. Service Provider will assist the City in collecting data and prearrange the Proposal submission;
3. Collect the data necessary, and prepare professional quality insurance proposal submission packages, for the proper marketing of the various coverage;
4. Perform the administrative and clerical services relative to account management, such as certificates of insurance, coverage descriptions and policy changes. By October 10th of each year, Service Provider will provide City with a renewal proposal within thirty (30) days of any change in the latest insurance summary;
5. Respond to any extraordinary needs of the City as requested by the Risk Manager, for additional fees as the parties may agree; and
6. Assist the City to identify appraisal firms that can annually review all insured City property to assess said property's current value, and to amend the policy as needed to cover such current value.
7. Shall communicate directly with the City's contractors and service providers to obtain their evidence of insurance and verify it meets the City's contract requirements, track effective dates of these coverages and send out notices to contractors or service providers when coverage is about to expire and obtain updated certificates.

H. Service Provider shall meet with City Manager as often as necessary to ensure transmittal of information, review and take all actions necessary to meet all requirements for proper insurance placement.

- I. Where possible, Service Provider will use best efforts to endeavor that all coverage provided by the insurance proposals submitted by Service Provider under this Agreement shall be equal to or better than the coverage currently being provided, in all instances, to City.
- J. Service Provider activity action plans on behalf of the City, for each year of service under this Agreement, will be developed by the Service Provider and submitted for review and approval by the City Manager no later than the last working day of August, in preparation of annual renewal.
- K. Service Provider shall identify and negotiate on the City's behalf with insurers and keep the City informed of significant developments. Service Provider shall be authorized for purposes of this Agreement to represent and assist the City in all discussions and transactions with all insurers, provided that Service Provider stipulates and agrees that no coverage or insurance may be placed without consent of the City, and nothing stated in this Agreement shall be construed to bind, or in any way commit said City to place insurance coverage for the City as Service Provider may propose. Service Provider shall use its best efforts to place insurance on behalf of the City, if so instructed by the City. However, Service Provider does not guarantee or make any representation or warranty that insurance can be placed on terms acceptable to the City.
- L. Service Provider shall assist with documentation and other steps to obtain commitments for and implement the City's insurance program upon the City's instructions, it being understood that Service Provider will not independently verify or authenticate City provided information necessary to prepare underwriting submissions and other documents relied upon by insurers, and the City shall be solely responsible for the accuracy and completeness of such information and other documents furnished, to Service Provider and/or insurers and shall sign any application for insurance. Service Provider shall have no liability for any errors, deficiencies, or omission in any services provided to the City, including the placement of insurance on the City's behalf, that are based on inaccurate or incomplete information provided to Service Provider. The City understands that the failure to provide all necessary information to an insurer, whether intentional or by error, could result in the impairment or voiding of coverage.

Service Provider does not speak for any insurer, is not bound to utilize any particular insurer, and is not authorized to make binding commitments on behalf of any insurer, except under special circumstances which Service Provider shall endeavor to make known to City. Service Provider will not

be responsible for the adequacy or effectiveness of any insurance programs or policies implemented by another Service Provider, or any acts or omissions occurring prior to Service Provider's engagement. Service Provider will not serve as the City's insurance Service Provider, but only as its risk consultant, with respect to placements with ineligible insurers. In those circumstances, Service Provider's non-U.S. affiliates shall provide the Service Provider age services.

LOSS CONTROL SERVICES

- A. Service Provider may be called upon to review appraisals obtained by the City to verify that City's insurance coverage is adequate to valuation. If necessary, Service Provider shall notify insurers to amend policies to reflect any variance in the sum insured and the appraisal.
- B. Each year, at a time mutually agreed upon between City and Service Provider, Service Provider will assist the City to arrange with the insurance company, to complete a professional property loss prevention engineering services at all City facilities and to render appropriate written reports.
- C. Service Provider will, upon request of the City, assist the City to arrange for the carrier's engineer to work with the City to value all facilities as well as review preliminary plans and specifications on new capital additions to minimize potential safety hazards. Service Provider and City will strive to maintain insurance to value.
- D. In the event City contracts any new project in the City requiring individual property loss engineering services, Service Provider shall assist the City to arrange for the carrier to perform said services for a fee as the parties may agree.
- E. Service Provider will assist the City to arrange for the carrier to complete a City-wide survey relative to boiler and machinery insurance within a time frame mutually agreed upon by the parties.
- F. Service Provider will provide recommendation for risk coverage with a cost/scope of coverage analysis when the boiler and machinery survey is completed.
- G. Service Provider loss control services can be substituted for, or be added to, loss control services by the insurance carrier, not to exceed

twelve (12) hours annually in the fee submitted in the Response for Proposal.

- H. Any loss control activities and/or surveys performed by Service Provider under this Agreement are advisory in nature. Such services are limited in scope, do not claim to find or include every loss potential, hazard, statutory or code violation or violation of good practice, and do not constitute a safety inspection as provided by a safety engineering service. All surveys and reports are based upon conditions observed and information supplied by the City. Service Provider does not expressly or impliedly guarantee, assure or warrant in any way the safety of any site or operations or that the City or any site or operations is in compliance with federal, state and local laws, codes, statutes, ordinances and recommendations. Service Provider's liability if any, relating to or arising out of Service Provider's loss control services for the City shall not exceed the total compensation paid to Service Provider for such services hereunder.

EXHIBIT "B"**COMPENSATION SCHEDULE**

It is understood and agreed that services specified above will be paid for as outlined in the table below.

Year	Fee Amount (Property & Liability Policies)