

**City of Palmer
Action Memorandum No. 16-031**

Subject: Authorize the City Manager to Enter into an Agreement with Alaska USA Insurance Broker for the Period of April 1, 2016 through March 31, 2017, with the Option of Two Additional Renewal Years for Insurance Brokerage Services

Agenda of: April 12, 2016

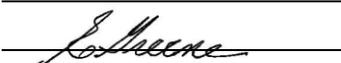
Council Action: Authorized

Originator Information:

Originator: Alice M Williams HR/Risk Manager

Date: _____ **Requested agenda date:** _____

Department Information √:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
<u>X</u>	Finance		<u>3/16/16</u>
_____	Fire Department	_____	_____
_____	Police Department	_____	_____
_____	Public Works	_____	_____

Approved for presentation by:

	Signature:	Remarks:
City Manager		_____
City Attorney		_____
City Clerk	<u>B. Packa</u>	_____

Certification of Funds:

Total amount of funds listed in this legislation: \$ 20,000

This legislation (√):

- Has no fiscal impact Creates a positive impact in the amount of: \$ _____
- Creates a negative impact in the amount of: \$ 20,000

Funds are (√):

- Budgeted Line item(s): Various Accounts
- Not budgeted Affected line item(s): _____

General fund unassigned balance (after requested budget modification): \$ _____

Enterprise unrestricted net position (after requested budget modification): \$ _____

Director of Finance Signature: 

Attachment(s):

- RFP No. 16-02HR
- Alaska USA Insurance Brokers Proposal for RFP No. 16-02 HR
- Professional Service Agreement

Summary statement: The City recently issued a Request for Proposals (RFP) for Insurance Brokerage services. Only one bid, from Alaska USA Insurance Company, was received in response to the RFP.

Alaska USA Insurance Company is the City's current Insurance Broker. They presented the attached proposal to continue as the City's Insurance Broker. The City has received excellent ~~excellent~~ service with USA Insurance Broker since 2007.

Previous/expired contract was in the amount of \$15,000. The current proposed contract is \$20,000.

Administration recommendation: Authorize action memorandum 16-031.

City of Palmer

RFP No. 16-02HR

Insurance Brokerage Services

February 26, 2016

Alaska USA Insurance Brokers LLC

Tim Maudsley, President

(907) 564-6188

Jan Martinson, CMIP Senior Account Executive

(907) 564-6110

500 W. 36th Ave. Suite 300

P.O. Box 196530

Anchorage, AK 99603

AlaskaUSA
Insurance Brokers

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Letter of Transmittal

February 26, 2016

City Of Palmer
Alice M Williams, HR/Risk Manager
231 W. Evergreen Ave.
Palmer, AK 99645
awilliams@palmerak.org

Alaska USA Insurance Brokers LLC
Timothy Maudsley, President
500 W. 36th Avenue, Suite 300
Anchorage, AK 99503
t.maudsley@alaskausainsurance.com

Request for Proposal Insurance Brokerage Services to City of Palmer

Alaska USA Insurance Brokers (AUIB) is pleased to present to City of Palmer our response to City of Palmer's Request for Proposal for Insurance Brokerage Services. After a thorough review and consideration of Scope of Services, we can confirm AUIB understands the needs of the City of Palmer and can continue to deliver the services required of your Insurance Broker.

2.3.1 Experience Providing Service to Municipal and Local Government

AUIB's Service Team brings to The City of Palmer decades of experience handling the complex exposures that face cities, municipalities today. AUIB professionals have long term partnerships with the City of Palmer and many large and complex accounts, both municipal and commercial in nature.

AUIB is the Broker of Record for City of Palmer, Municipality of Anchorage, Anchorage School District, AVCP Regional Housing Authority, Native Village of Unalakleet and many others. Their activities go well beyond basic public services and include health care, public and volunteer fire departments with paramedics and emergency medical technicians, ports, airports, and school districts. These partnerships are a representation of our firm's stability, dedicated and exemplary service, and our focus on keeping our client's needs first and foremost in every decision we make.

AUIB has been a trusted advisor and risk manager serving Alaskans for over 20 years. AUIB has earned this distinction by continually focusing on proactive approaches to risk, enlisting innovative strategies to mitigate exposures, and most importantly, tailoring insurance programs such as City of Palmer's to be in alignment with current and future organizational and operational plans. AUIB has access to insurance companies that consolidate coverages that lower the overall cost of City of Palmer's insurance program.

AUIB has spent an unparalleled amount of time working with cities, municipalities, native villages, housing authorities and educational institutions on initiatives, committee meetings, planning sessions, and delicate claim negotiations.

About Alaska USA

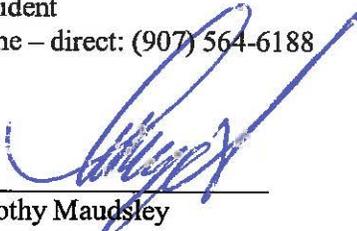
As an Alaska-based organization, AUIB intimately understands the unique opportunities and challenges that face not only the City of Palmer, but also the needs of your contractors, service providers, employees, appointed officials and support teams. It is this understanding of our environment that provides unique insight into constructing an efficient yet effective insurance program that best meets your needs as a tribal government.

AUIB is the largest independent insurance brokerage in the State of Alaska, with over \$100 million written premium in the State and over 100 dedicated insurance professionals based in Alaska and over 70 employees just in its Anchorage office. AUIB also has operations with nearly 30 licensed insurance professionals in the state of Washington.

AUIB is a wholly owned subsidiary of Alaska USA Federal Credit Union. Established in Alaska in 1949, Alaska USA has grown to manage nearly \$6 billion in annual deposits and serve over a half a million members around the world. Alaska USA Federal Credit Union is one of the leading and most innovative credit unions in the United States. Alaska USA is a federally chartered financial service cooperative with branch offices throughout Alaska, including Palmer, Western Washington, California, and Arizona, and is the largest provider of consumer financial services in the State of Alaska.

The undersigned, Timothy Maudsley and Jan Martinson are authorized to make representations for AUIB and have the authority to bind the firm. Contact information is as follows:

Timothy Maudsley
President
Phone – direct: (907) 564-6188



Timothy Maudsley

Jan Martinson, CMIP
Senior Account Executive
Phone – direct: (907) 564-6110



Jan Martinson

2.3.2. Key Staff and Risk Management Team

Primary Account Representatives

<p>Jan Martinson Senior Account Executive 907.564.6110 j.martinson@alaskausainsurance.com</p>	<p>Tim Maudsley President 907.564.6118 t.maudsley@alaskausainsurance.com</p>
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Key Project Staff

<p>Margery Moberly, CIC Senior Account Manager 907.564.6141 m.moberly@alaskausainsurance.com</p>	<p>Mariah Sansone, CISR Senior Account Manager 907.564.6158 m.sansone@alaskausainsurance.com</p>
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Jan Martinson, CMIP
Senior Account Executive

Jan Martinson has over twenty-five years of public entity, tribal, native corporation and large commercial experience working with Alaska based accounts. These complex accounts have been the core of Martinson's specialty. Her insurance career began after attending Anchorage Community College and CIGNA/INA insurance school in the mid 1970's. She has been employed with AUIB for seven years, and previously with Willis of Alaska for 18 years. Prior to Willis, Jan spent 3 years at Alexander and Alexander. Martinson counsels her clients on a daily basis, assisting them with risk management, contract consulting, marketing recommendations, coverage questions, complex claim negotiation, and pricing recommendations. Martinson is the Account Executive on a number of tribal, native corporations and public entity accounts and contractors who provide services and support vital to Alaska: Her specialties include:

- Negotiating coverages
- Marketing and carrier selection
- Reviewing and assisting with claims
- Benchmarking and comparing loss severity and frequency with other municipalities of size and exposure
- Reviewing indemnification agreements and insurance language in contracts

Along with her staff, Jan Martinson services a total 35 clients.

Tim Maudsley
President

Tim Maudsley will serve as Co-Client Advisor. Maudsley has 20 years of insurance industry experience including underwriting, operations, sales and management at large regional insurance agencies. He is also active in the insurance industry serving as a member of the Commercial Insurance Committee for IBA West and as a member of Regional Advisory Councils for three major insurance companies, specifically Safeco, Chubb Cornerstone and CNA. He also served on the Advisory Board to the Center for Insurance Studies at California State University, Fullerton. Maudsley earned a bachelor's degree from the University of California, Irvine and a MBA with an emphasis in Finance from the University of Redlands. Maudsley has worked with tribal governments in California and was broker for the Soboba Luiseno Indian tribe casino operations.

Margery Moberly CIC, CISR
Senior Account Manager

Margery Moberly has over 19 years experience in the insurance industry. She began her career in Fairbanks, Alaska, working in both personal insurance and small commercial, including aviation. She earned her B.A. in English at The University of Alaska Fairbanks and continues her education by earning insurance designations that enhance her overall understanding of insurance and the marketplace. Margery has spent the last 4 years specializing in Public Entity Insurance Programs, including charter schools, volunteer fire departments and cities. She has worked as Senior Account Manager, working on larger, complex accounts with multiple state exposures and complex coverage and claim needs for over 6 years.

Mariah Sansone CISR
Account Manager

Mariah Sansone graduated from the University of Florida in 2011, earning a Bachelor of Science in Business Administration with a major in Management and Communications Studies. She began her insurance career in 2011 and earned her CISR designation in 2015. Recently promoted to Account Manager I, she assists Jan and Margery with Public Entity business.

2.3.3. References

Anchorage School District

Deb Engles
Director, Risk Management Services
5530 E. Northern Lights Blvd
Anchorage, AK 99504-3135
(907) 742-4370

AUIB Involvement: All casualty insurance **Account Executive:** Jan Martinson

8 Charter Schools and the Pribilof SD

AUIB Involvement: All property and casualty insurance **Account Executive:** Jan Martinson

Municipality of Anchorage

Connie Ernst
Risk Manager
3630 Tudor Road
P.O. Box 196650
Anchorage, AK 99519
(907) 343-7947

AUIB Involvement: All casualty insurance **Account Executive:** Jan Martinson

2 Volunteer Fire Stations

AUIB Involvement: All property and casualty insurance **Account Executive:** Jan Martinson

DOWL, LLC

Corey Lloyd, Risk Manager
4041 B Street
Anchorage, AK 99503
Phone (907) 562-2000

AUIB Involvement: All property, casualty insurance, bonds **Account Executive:** Jan Martinson

Dimond Center LLC

Steve Warnke, CFO
800 E. Dimond Blvd.
Suite 3-500
Anchorage, AK 99515
Phone: (907) 929-9105

AUIB Involvement: All property and casualty insurance **Account Executive:** Jan Martinson

2.3.4 Additional Resources

AUIB anticipates that all services will be provided in house. However, should the need arise our resource base includes:

- ❖ Selective surplus lines brokers (wholesalers) who expand the market options
- ❖ Partners Claims Services (PCS) serves as a resource for problem claims and cost containment for both pre and post claim loss occurrences. Their claim management team has unmatched knowledge of public entity business and they are trained in legal management, medical management, execution of structured settlements.
- ❖ AUIB is a member of Agency Peak Performance Exchange (APPEX), a network of 135 independent agents throughout the United States which serves as a member bulletin board/resource for market solutions and conditions nationwide. This free exchange of knowledge helps assure the City of Palmer will obtain the broadest of coverages available at the lowest prices, while creating a 24-hour forum for practical solutions.

2.5.1 through 2.5.6 –Scope of Services

AUIB will work closely with individuals at City of Palmer to make certain our commitment to convenient access, open communication and attention to detail is something you can count on. We provide you with the tools, and information to make informed risk management decisions. We are committed to a Service Plan containing the following elements:

2.5.1-Loss Control Meeting with City of Palmer

We work with our clients and insurance companies to develop a team to manage risk holistically. Our team consists of your account executives, loss control, claims specialists and insurer representatives who will work closely with your safety and environmental, human resources and risk management professionals. We work as a team to assure that each of the team members is aware of the nuances of your risk management program and how the program design affects the various specialty areas such as claims and loss control.

2.5.2-Facilitate Insurance Company Interface and Coordination in the Following Areas

Claims Reporting & Management- 2.5.2 (a)

AUIB understands unconventional claim problems, understands the difficulties risk managers face, and what it takes to get them resolved. Casualty claims always revolve around the same three issues: coverage, liability, and damages. The AUIB way is to make sure at program inception that the Underwriters and other service professionals you need to call on at the time of a claim, understand your needs and how best to get the result for you. Thus, the three elements of the claim are managed instead of becoming another crisis in and of themselves.

Extensive experience in servicing a variety of clients has enabled AUIB to apply total flexibility in claims consultation. We realize that designing a program to effectively meet your needs requires evaluation of your goals, business philosophy, and management procedures.

AUIB believes that coordination, control and proper management of loss is an integral part of any risk management program. While claims by nature are reactive, a pro-active response, both within your organization as well as by the claim service providers, serves to mitigate the cost of accidents. Many organizations place substantial emphasis on managing serious claims, by not putting the insurer on notice, long after the claim has occurred. Unfortunately, this delay usually reduces their ability to better mitigate and control the claims process. Our service team is trained to assist in the establishment of post-loss control procedures to ensure that loss is mitigated to the greatest extent possible. Therefore our staff functions as an extension of your management staff.

This process is managed by your AUIB account executives. They:

- ❖ are available 24/7/365 to assist;
- ❖ receive, log and report losses to the appropriate insurer(s);
- ❖ solicit 30-90 days status reports
- ❖ perform detailed claims tracking;

- ❖ perform claims and coverage reviews.
- ❖ assist in resolving problems;
- ❖ manage the claim to conclusion

The account executive will also decide if a claim is sufficiently complicated to require involvement of Partners Claims Services, Inc., an independent contractor to AUIB, to assist with problem claims and cost containment for both pre loss possibilities and post loss occurrences.

Loss Control/Safety – 2.5.2 (b)

AUIB works closely with your insurance company loss control representatives to ensure that you are receiving value added service for your premium. Because these services are built in to your annual premiums it is imperative that the City utilizes the carrier provided loss control services to the greatest extent possible. We will continue to work with the City of Palmer and your insurance company loss control representatives to coordinate loss control services

Renewal Information Format and Market Presentation/Marketing of Existing Coverages – 2.5.2 (c, d)

We extensively market the City of Palmers insurance annually and our 2016 objective/goal will be to position the City of Palmer to take advantage of competitive pricing terms while maximizing coverage and increased limits. Additionally, it is important to capitalize on market relationships built up by City of Palmer. If these objectives are managed successfully by your broker, you will get the benefit of the most competitive pricing, broadest coverage and long term predictability for City of Palmer's insurance program.

We begin our marketing process months in advance to provide the optimal amount of time needed to gather accurate exposure information from the City and relay that information to the marketplace in the most comprehensive fashion possible.

Evaluation of Carriers

The AUIB team will match the best carriers to meet your needs. We have in-depth experience with all the major markets doing business in Alaska. Our sole constraint is the utilization of markets which meet our market security and insurance solvency criteria. The factors we use in selecting carriers vary depending upon the needs of the particular client. We consistently use the following criteria in selecting carriers:

Industry-specific expertise: Many carriers have proven track records in certain industries. AUIB accesses all insurers who underwrite public entity business. Although the greatest percent are dispersed among a small number of carriers specializing in this area, there are many other carriers that AUIB uses to provide comprehensive insurance programs so we will take every opportunity to expand the footprint of public entity insurers.

Pricing aggressiveness: Some carriers are known to be more aggressive in pricing their product, and we seek to strike a balance between meeting our clients' service needs and delivering a product that is price competitive.

Servicing capabilities: Selected carriers must have the appropriate structure to serve our clients. The capability and quality of their service delivery is extremely important.

Carrier's strategic plan: Underwriters often change their approach due to internally set goals. We can obtain advantages when a carrier becomes more competitive, achieving improved coverage, limits, or pricing than would normally be available. Critical changes in carrier personnel also affect this, in that the move of a significant individual from one carrier to another can materially change the market focus.

Financial stability: The carrier must have the long-term ability to fulfill the client's payment and servicing needs. Therefore, we strictly adhere to our process for evaluating the financial stability of carriers beginning with a minimum A.M. Best rating of A-. AUIB concedes there is no fail-safe way to protect against an unforeseen financial loss, but the system that we use provides assurance that each insurance carrier involved now, and in the future, is monitored on a regular basis.

Bid Insurance Contracts to Assure Best Possible Conditions and Pricing – 2.5.2 (e)

The following list identifies the carriers we would approach on behalf of City of Palmer the carriers- they have a solid understanding of the unique exposures faced by public entities. While not all of these insurance companies are aggressively pricing the insurance premiums of your peer group we continue to work with underwriters to educate them on the facets of your businesses.

General Liability/Public Official Liability/ E&O/Excess

- ❖ ACE American Insurance Company/ Chubb (A+ XV)
- ❖ Evanston Insurance Company (AXII)
- ❖ Alaska Municipal League (AML)
- ❖ Alaska Public Entity Insurance (APEI)
- ❖ Liberty Mutual Insurance Company (A XV)
- ❖ Travelers Insurance Company (A+ XV)
- ❖ Zurich American Insurance Company (A XV)
- ❖ AIG/Chartis (A XV)
- ❖ Allied World
- ❖ Ironshore (A-)
- ❖ Genesis (A)
- ❖ Philadelphia Insurance (A++)
- ❖ Arch
- ❖ RSUI
- ❖ Allianz

Commercial Automobile- in addition to above markets

- ❖ Alaska Insurance Company (A)
- ❖ Berkshire Hathaway(A++)
- ❖ National Interstate (A)

Workers Compensation

- ❖ Liberty Mutual Insurance Company (A XV)
- ❖ Alaska Municipal League
- ❖ Alaska Public Entity Insurance
- ❖ New York Marine & General (A)
- ❖ Safety National Insurance Company (A)
- ❖ Worldwide Facilities (wholesaler)
- ❖ Midwest (A)
- ❖ Munich Reinsurance (A+)

Property/Inland Marine/Earthquake & Flood

- ❖ Affiliated FM (A+)
- ❖ ACE American Insurance Company (A+ XV)
- ❖ Allianz (A)
- ❖ Alaska National (A)
- ❖ Liberty Northwest/Mutual (AXV)
- ❖ Great American Insurance Company (A)
- ❖ Alaska Municipal League
- ❖ Alaska Public Entity Insurance
- ❖ Travlrs Insurance Co. (A+XV)
- ❖ Zurich American Insurance Co.
- ❖ AIG/Chartis (AXV)
- ❖ Philadelphia (A++)

Aviation:

- ❖ ACE / Westchester (A+)
- ❖ XL Specialty (A)
- ❖ Chartis (A)

2.5.3-Develop Coverage Options

AUIB's philosophy is to tailor our services to each client's needs- at an exceptional level. Our focus is 100% on listening to you, learning from you, and taking time to develop a deep understanding of your organization and priorities.

AUIB will look for broadening coverages, increased liability limits, deductible options, pricing and revisit pollution and earthquake for the City of Palmer. We take our client services one stage further than our competitors by always searching for innovative ways to drive your success. AUIB is at the forefront in providing innovative programs and solutions for Alaskan-based public entities.

AUIB has over \$100 million in written premium for clients located within the State of Alaska. Our major standard insurance carriers include APEI, AML/JIA, Liberty Mutual, Fireman's Fund, Zurich North America, Alaska National, Umailik Insurance Company, and over 50 others. In terms of Excess and Surplus insurance, AUIB has access to over 200 major insurance carriers domiciled both in the United States and London.

AUIB subscribes to A.M. Best & Co., the recognized ratings leader for insurance carriers worldwide and provider of regular analysis of financial liquidity. AUIB also monitors in-depth financial reports indicating policyholder surplus, claims-paying ability, insider trades, and mergers and acquisitions that may affect the overall viability of insurance companies. In terms of product reference and coverage analysis, AUIB subscribes to the SilverPlume SAGE network that provides detailed manuals for complex insurance placements. Our employees and clients benefit from our subscription by staying informed on the latest trends and changes in the marketplace and the ability to make more informed decisions about the carriers that insure them. Included in this subscription are the following firms who are recognized as the industry leaders and set the standard for reference documents:

IRMI: International Risk Management Institute

FC&S: National Underwriter Bulletins – on coverage issues and topical legal decisions.

ISO: Insurance Services Office – the leading policy form writer in the United States.

2.5.4-Analysis of the City's Exposure to Loss and Review Adequacy of Coverage

Our team will meet with the City of Palmer staff as often as requested, working closely with company loss representatives, to discuss and analyze your potential exposures. We will review limits of insurance, deductibles and evaluate the existing insurance program to ensure that the City's objectives are met in the most cost effective way possible.

2.5.5-Assist the City in Reviewing Insurance Policies, Contracts, Leases and Bonds

AUIB Key account personnel will continue to partner with City of Palmer and provide comprehensive contract review in relation to insurance requirements, issue and deliver insurance certificates and binders. AUIB is committed to partnering with City of Palmer in the negotiation of and settlement of claims with their various carriers. AUIB will advocate on Palmer's behalf with the carriers and claims adjusters and/or mediators. Our physical presence in Alaska will be felt as AUIB personnel attend all meetings called by City of Palmer related to its risk management program, as well as monitor the activities and updates on the City of Palmer website to assist us in anticipating future needs of City of Palmer. We will continue to meet with the Airport Council and City Council at any time its requested, to assist with the discussion of insurance requirements at the Airport and with any tenant, vendor or lessee/lessor operating with in the City of Palmer.

Our surety team is available to review bonding requirements and assist with placement

Biannual Broker Service Plan Review

AUIB will provide comprehensive biannual Broker Service Reports to City of Palmer that will include a schedule of all insurance, list and status of major losses year to date, loss prevention recommendations through the carriers.

2.5.6-Provide Service for Day to Day Contact on Insurance Matters

Our standard of service is to strive for excellence. Our team approach to account service solidifies our ability to respond to your inquiries in a timely manner. We will return calls within 24 hours. We will communicate progress on projects continuously and regularly.

AUIB believes that good communication is the basis of any successful risk management program and is of paramount importance in solidifying the broker/client relationship. While we assure face-to-face communication on a regular basis, we also recognize that successful communication can be more efficient and effective by other means.

In recognition of the importance of the communication process, AUIB puts emphasis on the quality and the timeliness of our communications with our clients. The following outline recaps the communication methods we use at AUIB to keep apprised of our activities on your behalf: [See Addendum 3](#)

Daily Informal Account Communications

- ❖ E-mail
- ❖ Telephone calls
- ❖ Letters
- ❖ Facsimiles

Formal Structured Communications

- ❖ Quarterly meetings and/or account status reports
- ❖ Annual comprehensive stewardship report when requested by client
- ❖ Reports on special items as requested by City of Palmer, or resulting from the risk analysis process
- ❖ Reports generated by special services provided by AUIB
- ❖ Formally scheduled meetings, including presentations to divisions as requested by City of Palmer

Insurance Marketing Communications

- ❖ Preliminary marketing meeting
- ❖ Preliminary marketing report
- ❖ Development of marketing specifications
- ❖ Formal marketing report, renewal documentation and meeting

We will prepare an annual marketing report with our insurance proposal for the City of Palmer. This report will provide a detailed recap of the entire renewal process to include:

- ❖ All coverage options
- ❖ Deductibles or retentions
- ❖ Insurance Carriers Approached
- ❖ Coverage enhancements or modifications

2.5.7 Other Services as are normally and customarily required of a municipal insurance broker

- ❖ Attend council and airport board meetings as requested
- ❖ Give testimony at council meetings as requested and needed, for the protection and benefit of the goals of The City of Palmer

2.6. Compensation

In lieu of collecting a commission from any insurance carrier, AUIB has elected to charge a separate flat fee for Property & Casualty broker service to City of Palmer as described below. All fees will be disclosed and itemized on direct billings to City of Palmer. With transparency a valuable facet of AUIB's compensation, we are happy to disclose the commission amounts for policies presented to City of Palmer.

Broker Services Fee Schedule	Annual Fee
PROPERTY & CASUALTY LINES	
Account Stewardship	\$20,000
Carrier Selection & Coverage Placement	
Risk Consulting	
Risk Analysis & Research	
Contract Review	
Certificates of Insurance	
Binder Issuance	
Policy Review	
Policy Maintenance – Endorsements/Changes	
Premium Audits & Allocation	
Carrier Premium Forecast Report	
Claims Reporting & Assistance	Included
Claims Management	
Quarterly Claims Review	
TOTAL PROPERTY & CASUALTY LINES	\$20,000

Contingent Compensation Statement

Contingent compensation agreements between brokers and insurance companies are common practice in the industry and have existed for many years. The revenue from these arrangements helps support our service structure in providing distribution services to insurers, and allows us to avoid passing on certain costs to our clients. Industry organizations such as the Council of Insurance Agents & Brokers and the Risk and Insurance Management Society view these arrangements as appropriate so long as such arrangements are properly disclosed.

2.7 Marketing – AUIB will, on an annual basis, provide documentaiton of the companies solicied and their bids

Risk Identification and Analysis

With more than 20 years experience partnering with public entities for their successful management of risk, AUIB is uniquely positioned to assist with the continual change and forward momentum of City of Palmer. Our knowledge of where City of Palmer has been and where it is heading strengthens our ability to negotiate with insurance carriers and to design the most comprehensive risk management and insurance program.

While exposures and risk have changed and dramatically increased over the last 20 years, AUIB has successfully maintained stable premiums for The City of Palmer and our public entity clients.

Every client has unique risks and appetite for risk transfer and risk acceptance. AUIB will continue its tradition of meeting personally with City of Palmer Risk Management for the successful placement of its insurance program. AUIB and City of Palmer will partner to identify both current and upcoming or anticipated risks as well as identify and select the coverage options that best meet City of Palmer needs. Working together, AUIB will help City of Palmer complete the necessary applications 150 days prior to the renewal period and present City of Palmer in the best light possible to the carriers in the marketplace whose risk management and financial stability offer the best insurance solutions

At the proposal meeting, AUIB will present a full accounting of our insurance marketing efforts and carrier responses for City of Palmer consideration. The City of Palmer will be presented with all quotes along with all indications. At this time, we will fully disclose any and all additional information required or conditions to be met for the placement of coverage. With transparency, City of Palmer can be assured of proper placement of their coverage while the carriers are ensured with a complete understanding of the inherent risks specific to City of Palmer.

Addendum 1. – Business and Insurance Licenses

State of Alaska Insurance License

License No: 0041210 FEIN: 20-1621498

ALASKA USA INSURANCE BROKERS LLC
500 W 36TH AVENUE
ANCHORAGE AK 99503

This is to certify that pursuant to requirements of the Alaska Division of Insurance Code the above named is qualified to do business in the state of Alaska with the authority listed below.

CLASS	ISSUE DATE	EFFECTIVE DATE	EXPIRE DATE	LINES OF AUTHORITY
Producer	08/13/2014	09/30/2014	09/29/2016	Casualty, Health, Life, Property
Surplus Lines Broker	08/13/2014	09/30/2014	09/29/2016	Casualty, Property

This license is expressly conditioned upon the holder being in full compliance with all of the applicable laws and requirements made under authority of the laws of the State of Alaska and as such laws and requirements may hereafter be changed or amended. Your license will expire lapse on the above indicated date. You must renew your license prior to this date to continue transacting the business of insurance in Alaska.

For questions regarding licensing, renewal, or continuing education, requirements, contact the Alaska Division of Insurance or visit <http://www.commerce.state.ak.us/insurance>


 Leri Wing-Heier, Director

VOID IF ALTERED NON-TRANSFERABLE



City of Palmer, Alaska BUSINESS LICENSE

EXPIRATION DATE
10/31/2016

DATE ISSUED 11/23/2015	LICENSE NUMBER 6197
----------------------------------	-------------------------------

LICENSE FOR
FINANCE & INSURANCE

LOCATION OF BUSINESS:

This is to certify that the licensee named below has made application and paid the fee for a City of Palmer Business License covering the calendar year, or fraction thereof, to engage in the named business activity.

ALASKA USA INSURANCE BROKERS
CONSULTANT ACCOUNTING DEPT.
500 W 36TH AVENUE
ANCHORAGE AK 99503-4333

THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE AT THE LOCATION AND IS NOT TRANSFERABLE OR ASSIGNABLE.

Provided, however, that this license shall not be taken as permission to do business in the State without having complied with the other requirements of the laws of the State of Alaska or of the United States.

State of Alaska Insurance License

License No: 0103249

NPN: 2656086

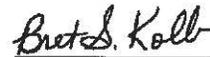
TIMOTHY B. MAUDSLEY

500 W 36TH AVE STE 300
ANCHORAGE AK 99503-5805

This is to certify that pursuant to requirements of the Alaska Division of Insurance Code the above named is qualified to do business in the state of Alaska with the authority listed below.

CLASS	ISSUE DATE	EFFECTIVE DATE	EXPIRE DATE	LINES OF AUTHORITY
Producer	03/06/2014	04/02/2014	04/01/2016	Casualty, Health, Life, Property

This license is expressly conditioned upon the holder being in full compliance with all of the applicable laws and requirements made under authority of the laws of the State of Alaska and as such laws and requirements may hereafter be changed or amended. Your license will expire/lapse on the above indicated date. You must renew your license prior to this date to continue transacting the business of insurance in Alaska.



Bret S. Kolb, Director

For questions regarding licensing, renewal, or continuing education, requirements, contact the Alaska Division of Insurance or visit <http://www.commerce.state.ak.us/insurance> VOID IF ALTERED NON-TRANSFERABLE

State of Alaska Insurance License

License No: 0005887

NPN: 4638652

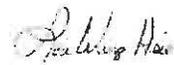
JANETTE L. MARTINSON

500 W 36TH AVE SUITE 300
ANCHORAGE AK 99503

This is to certify that pursuant to requirements of the Alaska Division of Insurance Code the above named is qualified to do business in the state of Alaska with the authority listed below.

CLASS	ISSUE DATE	EFFECTIVE DATE	EXPIRE DATE	LINES OF AUTHORITY
Producer	07/09/2015	07/18/2015	07/17/2017	Casualty, Property

This license is expressly conditioned upon the holder being in full compliance with all of the applicable laws and requirements made under authority of the laws of the State of Alaska and as such laws and requirements may hereafter be changed or amended. Your license will expire/lapse on the above indicated date. You must renew your license prior to this date to continue transacting the business of insurance in Alaska.



Lori Wing-Heier, Director

For questions regarding licensing, renewal, or continuing education, requirements, contact the Alaska Division of Insurance or visit <http://www.commerce.state.ak.us/insurance> VOID IF ALTERED NON-TRANSFERABLE

State of Alaska Insurance License

License No: 0011668

NPN: 3468112

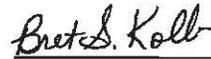
MARGERY A. MOBERLY

500 W 36TH AVENUE
ANCHORAGE AK 99503

This is to certify that pursuant to requirements of the Alaska Division of Insurance Code the above named is qualified to do business in the state of Alaska with the authority listed below.

CLASS	ISSUE DATE	EFFECTIVE DATE	EXPIRE DATE	LINES OF AUTHORITY
Producer	03/10/2014	03/20/2014	03/19/2016	Casualty, Property

This license is expressly conditioned upon the holder being in full compliance with all of the applicable laws and requirements made under authority of the laws of the State of Alaska and as such laws and requirements may hereafter be changed or amended. Your license will expire/lapse on the above indicated date. You must renew your license prior to this date to continue transacting the business of insurance in Alaska.



Bret S. Kolb, Director

For questions regarding licensing, renewal, or continuing education, requirements, contact the Alaska Division of Insurance or visit <http://www.commerce.state.ak.us/insurance>

VOID IF ALTERED NON-TRANSFERABLE

State of Alaska Insurance License

License No: 0112112

NPN: 16580044

MARIAH D. SANSONE

500 W 36TH AVE STE 300
ANCHORAGE AK 99503-5805

This is to certify that pursuant to requirements of the Alaska Division of Insurance Code the above named is qualified to do business in the state of Alaska with the authority listed below.

CLASS	ISSUE DATE	EFFECTIVE DATE	EXPIRE DATE	LINES OF AUTHORITY
Producer	09/02/2015	09/17/2015	09/16/2017	Casualty, Property

This license is expressly conditioned upon the holder being in full compliance with all of the applicable laws and requirements made under authority of the laws of the State of Alaska and as such laws and requirements may hereafter be changed or amended. Your license will expire/lapse on the above indicated date. You must renew your license prior to this date to continue transacting the business of insurance in Alaska.



Lori Wing-Heiser, Director

For questions regarding licensing, renewal, or continuing education, requirements, contact the Alaska Division of Insurance or visit <http://www.commerce.state.ak.us/insurance>

VOID IF ALTERED NON-TRANSFERABLE

Addendum #2 – E&O Certificate



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/9/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alaska USA Insurance Brokers LLC P.O. Box 196530 Anchorage AK 99519	CONTACT NAME: Muriel Longlet, CIC, CISR PHONE (907) 561-1250 FAX (907) 561-4315 E-MAIL ADDRESS: mu.longlet@alaskausainsurance.com
INSURED Alaska USA Insurance Brokers, LLC P.O. Box 196350 Anchorage AK 99519-6350	INSURER(S) AFFORDING COVERAGE
	INSURER A Charter Oak Fire Insurance Company 25615
	INSURER B Travelers Indemnity Company
	INSURER C Travelers Property Casualty Company 36161
	INSURER D The Travelers Indemnity Company of 25666
	INSURER E Allied World Surplus Lines 24319
	INSURER F:

COVERAGES CERTIFICATE NUMBER: AUIB 15/16 All/PL & XS REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INBR LTR	TYPE OF INSURANCE	ADDL. SUBR. INSD. WVD.	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X Y	H6309C073951COP15	5/3/2015	5/3/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA. OCCURRENCE) \$ 300,000 MED EXP (any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BA0D71433A15PP5	5/3/2015	5/3/2016	COMBINED SINGLE LIMIT (Eq accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTIONS \$ 10,000		CUP2D009900TEL15	5/3/2015	5/3/2016	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe why: DESCRIPTION OF OPERATIONS:	Y/N N/A	H8UB8142XD9415	5/3/2015	5/3/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> CNL-EP EL EACH ACCIDENT \$ 500,000 EL DISEASE - EA EMPLOYER \$ 500,000 EL DISEASE - POLICY LIMIT \$ 500,000
	E&O/Insurance Agents Professional Liability		*03032062 \$50,000 Deductible	5/3/2015	5/3/2016	Limit Each Claim \$10,000,000 Limit Aggregate \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Insurance Brokerage Services

* THIS IS EVIDENCE OF INSURANCE PROCURED AND DEVELOPED UNDER THE ALASKA SURPLUS LINES LAW AS 21.34. IT IS NOT COVERED BY THE ALASKA INSURANCE GUARANTY ASSOCIATION ACT, AS 21.80. ALASKA USA INSURANCE BROKERS, LLC LICENSE #41210
 It is agreed that such insurance as afforded the Certificate Holder on the General Liability & Automobile policies shall be primary and non-contributory with any other insurance in force for or

CERTIFICATE HOLDER City of Palmer 231 W. Evergreen Ave Palmer, AK 99645	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE M Longlet, CIC, CISR/
--	--

COMMENTS/REMARKS

which may be purchased by the Certificate Holder. The Certificate Holder is an Additional Insured on the General Liability with Waiver of Transfer of Rights of Recovery Against Others, but only if required by written contract or written agreement, per General Liability Extension

The Certificate Holder is granted Waiver of Subrogation on the Workers' Compensation policy as respects the referenced project subject to the policy terms, conditions and exclusions.



Addendum #3 – Broker Responsibilities

INSURANCE BROKER RESPONSIBILITIES					
Yearly	Monthly	Quarterly	Daily 365	Renewal	Our Commitment to Service
✓				✓	Conduct Property and Casualty renewal strategic planning meetings to discuss goals and any open items 150 days out from policy expiration.
✓				✓	Develop a service plan tailored to meet clients risk management and fiscal goals which incorporate specifically defined and mutually agreed upon objectives.
✓				✓	Gather underwriting information, applications, exposure and loss data 120 days of policy expiration
	✓			✓	Review marketing updates frequently with client during renewal process bi- weekly
				✓	Meet and propose renewal 30 days prior to expiration
✓				✓	Report on current conditions of the insurance market for coverage and costs annually and when ever changes have direct impact upon client
✓				✓	Premium allocations at renewal and for all audits
			✓	✓	Issue certificates of insurance w/all pertinent endorsements as required
			✓	✓	Issue Auto ID cards within 24 hours
			✓		Issue policies/endorsements 30 days after renewal date and provide frequent updates if not received.
			✓	✓	Report on current conditions of the insurance market for coverage and costs when changes have direct impact upon client
✓				✓	Provide Bi-Annual stewardship reports
			✓	✓	Policy changes 24 hour turn-around on all requests.
			✓	✓	Loss control services as mutually determined
✓		✓			Quarterly & annual claims review on all open claims.
✓		✓	✓		Loss control safety and ergonomics assistance
			✓		Contract reviews
			✓		Keep client abreast on any changes in state or federal law or regulations that may impact their insurance program.
		✓	✓		Attend any and all meetings called by client

Addendum #3 – Client Responsibilities

CLIENT RESPONSIBILITIES
In the event that City of Palmer plans to make business decisions involving the expansion or retraction of overall exposure to its organization, AUIB requests proper notice and involvement well in advance to assess risk and offer solutions.
Meet with AUIB to discuss City of Palmer's objectives for upcoming renewal 120 days out from renewal
In the event that AUIB cannot consolidate applications on its own, City of Palmer will Complete renewal applications within 30 days of receiving
At a minimum, participate in a bi-annual claims review with AUIB and partner insurance companies
Meet with AUIB 30 days prior to renewal policy expiration date for proposal
Report workers comp claims to carrier and all other claims to AUIB within 24 hours of their occurrence
Furnish monthly claims documentation to City of Palmer's workers comp carrier for injuries handled in house by City of Palmer
Meet with insurance carrier's safety and loss control bi-annually or more frequently if needed.
Premiums are due upon receipt of invoice
Post hire questions completed by all employees new and old
Provide updated driver record release forms on annual basis at auto policy renewal
Obtain motor vehicle reports for all new hires in driving positions.
Forward all contracts to AUIB to review insurance requirements
Key City of Palmer decision makers meet with AUIB to Develop Short and Long Term Property and Casualty Insurance Strategy based City of Palmer Objectives

Addendum 4 – Resumes

Janette L. Martinson

Experience

Senior Account Executive: Alaska USA Insurance Brokers, Anchorage, AK; December 2005 to Present

Duties: risk analysis, risk consulting, in-depth claims review, contract review for adequate insurance needs, marketing, market analysis, carrier recommendation, coordinating benchmarking, market forecasting, and actuarial data production, produce special reports upon request, oversees account servicing team on their day to day duties. Supervisor: Tim Maudsley

Commercial Lines Manager: Willis of Alaska, Anchorage, AK; June 1986 to December 2005

Duties: Manage all commercial lines Account Representatives working in the Alaska division, carrier management, monitor accounts receivables for the agency, perform compliance and work audit for account representatives. In addition to management role, managed large book of business including public entities, general contractors, and native corporations. Provided risk consulting, marketing recommendation, special project for clients, prepare proposal, review policies and endorsements from carriers, contract review, issue certificates, provide service to clients on daily basis.

Office Manager: State Farm Insurance Company, Anchorage, AK; August 1985 to June 1986

Duties: quote and place coverage for both personal and commercial insurance, generate new business, data entry, claims process, coverage changes as needed, billing, monitor accounts receivables, deposits, and servicing clients daily.

Producer: Alexander and Alexander, Anchorage, AK; April 1974 to August 1980

Duties: produced new business and managed accounts primarily in construction industry. Work with carriers to negotiate coverage and premium on behalf of client.

Education

1976 INA/CIGNA Producer/Insurance School, Philadelphia, PA

8/1972 to 5/1975 Alaska Community College, focus of study - Early Education, Anchorage, AK

Tim Maudsley

Experience

President and CEO; Alaska USA Insurance Brokers, Anchorage, AK April 2012 to Present.

Duties: Overall operation of the AUIB agency including sales, operations, administration and information technology.

Director of Operations and Marketing; Ventura Branch Manager: TWIW Insurance Services LLC, Ventura California; April 2010 to April 2012.

Duties: Overall operations and marketing responsibility for an agency with 165 employees. Duties included account management, carrier management, and overall profit center management. Agency grew from \$22 Million to \$25 Million while employed.

Vice President and General Manager Leavitt Group Enterprises, dba PrideMark-Everest Insurance Services Inc., Santa Ana, California; June 2005 to November 2009.

Duties: Overall agency operational and sales management. Agency grew from \$5 Million to \$11 Million in revenue while employed. Client acquisition and management, carrier management, expense control management, hiring and mentoring of employees.

Marketing Manager: HUB International Insurance Services of California, Riverside, California; March 2000 to June 2005.

Duties: Carrier management and marketing of client's exposures to top 100 carriers in the United States. Maintained marketing management of all Southern California HUB offices. Placed coverage, negotiated terms, managed relationships.

Marketing Manager: PrideMark Insurance Brokers Inc., Santa Ana, California; January 1994 to March 2000.

Duties: Market new and renewal submissions for all lines of insurance including Professional Liability for Architects, Engineers and Attorneys, public entities and others.

Vice President: Century Union Insurance Services LLC, Westminster, California; February 1992 to January 1994.

Duties: Managed and sold unique insurance programs as a London Lloyd's Correspondent. Created a specific program to address the needs of niche markets in California and Oregon.

Margery Ann Moberly, CIC, CISR

Experience

Senior Account Manager: Alaska USA Insurance Brokers, Anchorage, AK; October 2009 to Present.

Duties: process claims, premiums, refunds, billings, paperless file maintenance, policy changes, audits, new and renewal business, for Public Entities, Charter Schools, and Slope Utility Support accounts.

Account Manager: Marsh CBC (Seabury & Smith), San Antonio, TX; May 2007 to October 2009.

Duties: Assist the transfer book of business from Alaska to Texas, market new and renewal submissions, process claims, premiums, refunds, billings, paperless file maintenance, policy changes, audits, new and renewal-business.

Senior Account Manager: Alaska USA Insurance Brokers, Fairbanks, AK July 2004 to May 2007.

Duties: process claims, premiums, refunds, billings, paperless file maintenance, policy changes, audits, new and renewal business, serve as account executive on book of business (premium range \$1,400 to \$200,000) Oversee training, mentoring and daily tasks of Customer Service Representative, no onsite manager.

Account Manager: Kenneth Murray Insurance, Fairbanks, AK; August 2003 to July 2004

Duties: process claims, premiums, refunds, billings, file maintenance, policy changes, audits, new and renewal business, online quoting of Business Auto, Package, Professional and WC policies work with minimal supervision

Account Manager: Brady & Company, Anchorage, AK; August 2000 to August 2003

Duties: Market new and renewal submissions for Professional Liability for Architects, Engineers and Attorneys, maintain bank of AMS letters specific to our department, online quoting of BOP and WC policies, prepare and proof read proposals, process and review policies and endorsements, track aged receivables

Account Specialist: Farmers Insurance, Eugene, OR; March 1998 to July 2000

Duties: quote, sell and service Personal Lines Policies, data entry, extensive customer service, daily deposits,

Customer Service Representative: Kelley Insurance Associates, Fairbanks, AK; April 1994 to August 1996

Duties: market, rate, sell and maintain Personal Lines, small Commercial and small Aviation policies, daily deposits, general clerical and reception duties.

Education

May 1997 Finished Bachelors in English at University of Alaska, Fairbanks, Fairbanks, AK

Marialh Sansone, CISR

Experience

Account Manager: Alaska USA Insurance Brokers, Anchorage, AK; August 2015 to Present.

Duties: Servicing of client accounts with focus on customer service. Day to day activities include submitting mid-term policy change requests to the carrier, issuing certificates per client request, filing claims on behalf of the client, invoicing and investigating billing issues, generating business proposals, completing applications, renewing coverages, general account maintenance, and the marketing and placement of accounts ranging from \$5,000 to \$125,000 in premium.

Customer Service Representative: Alaska USA Insurance Brokers, Anchorage, AK; March 2013 to August 2015.

Duties: Processing of incoming endorsements, cancellations/reinstatements, and audits as well as a number of other tasks to support the efforts of the Account Managers and team.

Account Manager: Podiatry Insurance Company of America, Nashville, TN; October 2011 to October 2012.

Duties: Managed potential and existing policyholder accounts through the gathering of information and documentation needed for applications, renewals, billing/payment issues, general requests, and problem resolution. Reviewed incoming applications and worked with management and underwriting representatives within the organization to write new policies.

Education

March 2015, Certified Insurance Service Representative (CISR), the National Alliance for Insurance Education & Research

May 2011, Bachelor of Science in Business Administration, Major: Business Management and Communications Studies at the University of Florida, Gainesville, FL

**SECTION I
INFORMATION & INSTRUCTIONS**

1.0 Submission Requirements:

1.1 The complete original proposal must be submitted in a sealed package and received in accordance with the instructions detailed in the cover letter. All proposals shall be marked **RFP No. 16-02HR - Insurance Broker Services**. Proposers shall file all documents necessary to support their proposal and include them with their proposal. Proposers shall be responsible for the actual delivery of proposals during business hours to the address indicated in the cover letter. It shall not be sufficient to show that the proposal was mailed in time to be received before scheduled closing time.

1.2 Proposal Format: Proposals shall be submitted in the following format and include the following information:

- a) Detailed description of services as described within each Scope of Services as requested
- b) Fee Proposals per instructions in Section III signed by responsible party
- c) Contact names of references with phone numbers
- d) Any additional information pertinent to the proposal

1.3 It is the sole responsibility of the **PROPOSER** to assure that they have received the entire Request for Proposal (RFP).

1.4 Proposers will be notified in writing of any change in the specifications contained in this RFP.

1.5 No verbal or written information which is obtained other than through this RFP or its addenda shall be binding on the City of Palmer. No employee of the City of Palmer is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in or amended to this written RFP document.

1.6 Right of Rejection and Clarification: The City of Palmer reserves the right to reject any and all proposals and to request clarification of information from any proposer. The City of Palmer is not obligated to enter into a contract on the basis of any proposal submitted in response to this document.

1.7 Request for Additional Information: Prior to the final selection, proposers may be required to submit additional information which the City may deem necessary to further evaluate the proposer's qualifications.

1.8 Denial of Reimbursement: The City of Palmer will not reimburse proposers for any costs associated with the preparation and submittal of any proposal, or for any travel and/or per diem costs that are incurred.

1.9 Gratuity Prohibition: Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the City of Palmer for the purpose of influencing consideration of this proposal.

- 1.10 Right of Withdrawal:** A proposal may be withdrawn and resubmitted if done prior to the above deadline. Such request for withdrawal shall be in writing.
- 1.11 Right of Negotiation:** The City of Palmer reserves the right to negotiate with the selected proposer the exact terms and conditions of the contract.
- 1.12 Right of Rejection of Lowest Fee Proposal:** The City of Palmer is under no obligation to award this project to the proposer offering the lowest fee proposal. Evaluation criteria included in this document shall be used in evaluating proposals. Award shall be made to the person determined by the City to be the best qualified, and shall be for an amount of compensation determined to be fair and reasonable. If compensation cannot be agreed upon with the best-qualified person or firm, negotiations shall be formally terminated with that person. If more than one firm determined to be qualified submitted proposals, negotiations may be conducted with the next firm, in order of their respective qualification ranking. The contract may be awarded to the person or firm then ranked as best qualified if the amount of compensation is determined to be fair and reasonable.
- 1.13 Business License:** Palmer Municipal Code, Chapter 5.04, requires that all businesses conducting business within the boundaries of the City have a current business license issued by the City. Prior to any award as a result of this solicitation, the Contractor may be required to provide proof that they have a current City of Palmer Business License or proof that they have applied for one. Copies of this city code and instructions on obtaining a business license may be obtained at the Finance Department, or by calling 907-745-3271.
- 1.14 Exceptions to the RFP:** Proposers may find instances where they must take exception with certain requirements or specifications of the RFP. All exceptions shall be clearly identified, and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the City of Palmer, and a description of the advantage to be gained or disadvantages to be incurred by the City as a result of these exceptions.
- 1.15 Indemnification:** Proposer, at its own expense and without exception, shall indemnify, defend and pay all damages, costs, expenses, including attorney fees, and otherwise hold harmless the City of Palmer, its employees, and agents, from any liability of any nature or kind in regard to the delivery of these services.
- 1.16 Rights to Submitted Material:** All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, and other documentation submitted by proposers shall become the property of the City of Palmer when received.
- 1.17 Basis of Award:** Proposals will be evaluated according to the following criteria and weight at a minimum:
- a) Understanding of Scope and ability to provide services as requested - 25pts
 - b) Firm/Personnel Qualifications - 25pts
 - c) References - 20pts
 - d) Municipal experience - 30pts

Proposals shall be evaluated by three (3) City of Palmer management employees. Oral presentations may be requested on March 10, 2016. The City administration intends to make a recommendation for contract award to the City Council on April 12, 2016. Selection criteria will include the fee proposal, experience and qualifications of the firm and account executive assigned to the City's account, the description of how you will handle the account, access to markets for proposed insurance, and overall clarity and responsiveness of the proposal to this RFP. The City Council will make the final selection based upon what is in the best interest of the City of Palmer.

1.18 Copies: One original and three (3) copies of the proposal and supporting documents must be submitted in response to the RFP. The fee proposal shall be submitted in a separate sealed envelope with each original and three copies. All responses must relate to the specifications as outlined.

1.19 Contacts: Proposers must submit proposals in accordance with the instructions contained in this RFP. All requested information must be submitted with the proposal. Instructions for preparation and submission of proposals are contained in this package. Questions regarding this request for proposal should be directed in writing (the question and response will be shared with each proposer) to:

Alice M. Williams
HR/Risk Manager
(907) 761-1302
email: awilliams@palmerak.org

1.20 Submittal of Qualifications: Proposers shall submit experience and qualifications as described below. Additional information may be submitted as appropriate to further describe broker capabilities.

- a) List of clients and contact names
- b) Licensed as an insurance broker or agent in the State of Alaska, with at least 5 years of experience in providing services as outlined in this RFP
- c) Insurance coverage as outlined in section 27 of the professional service agreement
- d) Access to sufficient markets to obtain quotes with an A rating from AM best rating company
- e) Ability to act as broker in procuring insurance from the City's current insurance providers

1.21 Contract: The city reserves the right to negotiate final contract terms with any proposer selected. The contract between the parties will consist of the RFP, including the professional services agreement form, together with any modifications thereto, and the awarded proposer's proposal, together with any modifications and clarifications thereto that are submitted at the request of the city during the evaluation and negotiation process. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the RFP shall govern. However, the City of Palmer reserves the right to clarify any contractual relationship in writing with the concurrence of the contractor, and such written clarification shall govern in case of

conflict with the applicable requirements stated in the RFP or the contractors proposal. In all other matters not affected by the written clarifications, if any, the RFP shall govern.

1.22 Termination of Agreement for Cause: If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner the obligations under this Agreement or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. All finished or unfinished documents, data, studies, surveys and reports or other material prepared by the Consultant under this Agreement are the property of the City and shall be delivered to the City by or upon the effective date of termination. The Consultant shall be entitled to receive compensation in accordance with the payment provisions of Section III of this Agreement only for work completed to the City's satisfaction in accordance with Section II of this Agreement and the other terms of this Agreement.

1.22.1 Termination of Agreement for Convenience of City: The City may terminate this contract at any time by giving written notice to the Consultant of such termination and specifying the effective date of such termination. All finished or unfinished documents and other materials as described in Section 1.22 above are the property of the City and shall be delivered to the City by or upon the effective date of execution of this section. The Consultant shall be entitled to receive compensation in accordance with the payment provisions of Section III of this Agreement only for work completed to the City's satisfaction in accordance with Section III of this Agreement and the other terms of this Agreement. If this Agreement is terminated due to the fault of the Consultant, Section 1.22 of this Agreement shall govern the rights and liabilities of the parties.

1.23 Assurances: By responding to this RFP, each proposer assures the City that, if selected as the City's broker, he or she will:

- a) Make a diligent effort to place all insurance requested by the City at the lowest possible price consistent with adequate breadth of coverage and stability of insurers.
- b) Advise the City of ways in which coverages proposed or provided differ from that currently in place.
- c) Broker agrees to disclose to the City all commissions he or she is eligible to receive or has received from insurers providing coverage to the City under this contract. Whenever the broker must receive commission from an insurer such commissions must be returned to the City or reduce the fixed fee in an equal amount. If the cost of the policy is the same with or without a commission, the broker will take the commission and return it to the City or reduce the fixed fee in an equal amount.
- d) Not assign or transfer the City's account, or any portion of the City's business, without the City's prior written approval.
- e) Fully disclose to the City all quotes received from insurers, acting in the City's best interest at all times.

- f) Comply with all provisions of this RFP and their proposal throughout the term of appointment.

1.24 Execution of Agreement: The proposer whose proposal is accepted shall execute the Agreement and furnish the required insurance within ten (10) working days after council approval of the award. The Agreement shall be considered executed by the successful proposer when an authorized representative of the proposer signs the Agreement and the insurance certificate(s) are received by the City Manager. Failure or neglect of the proposer to execute the Agreement within the time specified may result in the award of the Agreement to the next lowest proposer.

The City will execute the Agreement within ten (10) working days after execution by the proposer as set forth above. The date the Agreement is executed by the City is the Agreement Date. The rights of the obligations provided for in the Agreement shall become effective and binding upon the parties on the Agreement Date.

- 1.25** Proposer's response to this RFP shall constitute an agreement to all terms and conditions specified in the RFP, including, without limitation, the Section VI professional-services-agreement form and all terms and conditions therein, except such terms and conditions that the proposer expressly excludes, which must be written in ***bold, italicized, and underscored font***. Exceptions will be taken into consideration as part of the evaluation process.
- 1.26** Proposer understands and acknowledges that the representations above are material and important, and will be relied on by the city in evaluation of the proposal. Any proposer misrepresentation may be treated as fraudulent concealment from the city of the true facts relating to the proposal.
- 1.27** All interested and qualified proposers will be considered, but not every proposer need be interviewed.
- 1.28** The city is an equal opportunity employer and complies with Title I of the American with Disabilities Act. Proposers who need accommodation to respond to this RFP may call the HR/Risk Manager at 907-761-1302.

SECTION II SCOPE OF WORK

- 2.0 Intent:** The City of Palmer, Alaska is seeking proposals for professional insurance broker services. Such services would include, but not be limited to the review, analysis, recommendation, and placement of all insurance policies in the areas of workers compensation, safety & loss control, property, casualty and liability coverages, Broker shall respond to questions and assist with claims filing and tracking through-out the contract period.
- 2.1 General Information:** The population of the City of Palmer is approximately 6,100 with 80 municipal employees. In addition to providing traditional government services, the City also operates an extensive Water/Wastewater Utility System and Municipal Airport. The City is committed to a strong, pro-active safety and loss prevention program directed by the City Manager and the City's Risk manager. City-wide insurance and loss prevention activities are directed by the City Manager and Human Resources as Risk Manager. This RFP contains a listing of current City insurance coverages.
- 2.2 Contract Period:** Proposals should assume the initial contract term of one year with an effective date of April 1, 2016. The contract may be renewed up to three additional years at the sole discretion of the City.
- 2.3 Submittal of Qualifications:** Proposal format should follow these basic guidelines for each category of service submitted as a response to this RFP.
- 2.3.1 For each numbered item in this section, please provide a statement regarding the firm's ability to meet the criteria.
- 2.3.2 Describe in detail the qualifications of the firm and the company personnel to whom the task would be assigned as well as any back up personnel. Details should include:
- a) Familiarity and years of service to municipal and local government clients
 - b) Detail of past work performance including size of entity
 - c) Names of assigned personnel and their function with relation to this proposal
 - d) Experience, education and training of assigned personnel with particular regard to public entity experience
- 2.3.3 References with names, addresses, and phone numbers of current clients who can be contacted by the City for discussion of services provided to that client.
- 2.4** Any additional remarks/comments the company wishes to make to elaborate their proposal and qualifications.
- 2.5 Scope:** Services in advising and coordinating with the City's City Manager should include, but are not limited to the following:
- 2.5.1 Annual property loss control meetings with appropriate City Staff.

2.5.2 Facilitate insurance company interface and coordination in the following areas:

- a) Claims Reporting
- b) Loss Control
- c) Renewal information format and market presentation
- d) Marketing of existing coverages
- e) Bid insurance contracts to assure best possible conditions and pricing

2.5.3 Develop coverage options as agreed upon for coverages not currently in effect for the City's review. Such review should indicate a market review of coverages for both price and conditions as well as alternatives for managing the identified risk other than a traditional insurance product where such alternatives exist.

The City currently holds the following policies:

- Property with a \$10,000 Deductible
- Boiler & Machinery with a \$10,000 Deductible
- General Liability with no Deductible
- Automobile with a \$500 Deductible \$25,000 Deductible on Large Equipment
- Public Official Liability with no Deductible
- Law Enforcement Liability with a \$10,000 Deductible
- Law Enforcement Mobile Equipment:
 - Radios and Computers with a \$1,000 Deductible
 - Rifles with a \$500 Deductible
 - Shotguns with a \$250 Deductible
- Cyber Liability with a \$2,500 Deductible
- Airport Premises with a no Deductible
- Workers Compensation with no Deductible

Current insurance policies are available for review.

2.5.4 Analyze, at least annually, the City's exposure to loss and review adequacy of coverage and provide a written report of such.

2.5.5 Assist the City in reviewing all insurance policies, contracts, leases, bonds as necessary.

2.5.6 Provide service for day to day contact on insurance matters.

2.5.7 Other services as are normally and customarily required of a municipal insurance broker.

2.6 Compensation: Each proposal must include the Fee Proposal enclosed as Section III. Compensation will be in the form of a fixed fee. The broker agrees to return all commissions received to the City of Palmer or make other arrangements with the carriers to reduce the premium by the amount of the commission. The City will pay the fee prior to April 30 of each contract year.

2.7 The broker will on an annual basis provide documentation of the companies solicited and their bids.

**SECTION III
FEE PROPOSAL**

I have read and understood the requirements set forth in this RFP and agree to comply except as noted. The fee proposal includes all fees for work as described in Section II, Scope of Work. Additional pages may be used to show detail of unit costs and options.

INSURANCE BROKER SERVICES:

Annual Fixed fee for Broker Services: \$ 20,000.00

If we, the Insurance Broker terminate this agreement for convenience prior to the expiration of the Term, we will be deemed to have fully earned and be entitled to a pro rata portion of the Fee, calculated from the start of the Fee period through the date of termination. If the City of Palmer terminates this agreement for convenience prior to the expiration of the Term, the Insurance Broker will be deemed to have fully earned and be entitled to a portion of the fee as set forth in the following schedule:

During the first six months: 75%

After six months: 100%

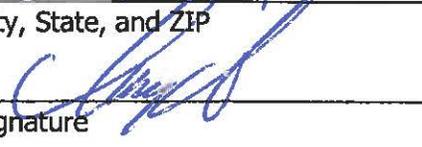
 2/26/16
Proposer's Signature **Date**

**SECTION IV
SUBMITTAL PAGE**

By signing below, the Proposer hereby certifies to the following:

1. The individual signing below, or the firm associated or corporation of which they are a member, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of a free competitive process in connection with this solicitation.
2. The individual signed below is authorized by the firm association or corporation to bind such association or corporation to a legal contract.
3. The individual signing below, or the firm association or corporation of which they are a member, is not debarred or suspended from doing business with the City of Palmer.
4. They are acknowledging receipt of the following Addenda Numbers (if no addenda have been issued, either leave blank or write "N/A" or "None").

<p style="font-size: 24px; margin: 0;">N/A</p> <p style="font-size: 12px; margin: 0;">(List Addenda numbers that you are acknowledging receipt of)</p>
--

ALASKA USA INSURANCE	2/26/16
Company Name	Date
500 W 36 th AVE.	ANCHORAGE, AK 99503
Mailing Address	City, State, and ZIP
TIMOTHY MADOSLOV	
Printed (or typed) Name	Signature
Joni Martinson	Sr. Account Executive
Contact Person (printed or typed)	Title (printed or typed)
907-561-1250	907-561-4315
Phone Number	Fax Number
j.martinson@alaskausainsurance.com	
Email Address	

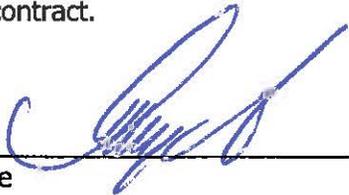
<p>It shall be the responsibility of the Proposer to ensure their proposal is received at or before the date and time fixed for closing.</p>	<p>Proposers should include the following with their proposal.</p> <ul style="list-style-type: none"> ✓ Signed Submittal Page (acknowledging Addenda if applicable) ✓ One (1) original and three (3) copies of your signed proposal. ✓ Copy of Professional License ✓ Instructions to Proposers & Specifications/Scope of Services
--	--

**SECTION V
NON-DISCRIMINATION STATEMENT**

The proposer certifies that:

- (1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin, or gender in connection with any bid submitted to the City of Palmer or the performance of any contract resulting there from;
- (2) That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contract or otherwise interested in contracting with this Company, including those companies owned and controlled by racial minorities, cultural minorities, and women;
- (3) In connection herewith, we acknowledge and warrant that this Company has been made aware of, understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this Company;
- (4) That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;
- (5) That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made as part of and incorporated by reference into any contract or portion thereof which this Company may hereafter obtain and;
- (6) That the failure of this Company to satisfactorily discharge any of the promises of nondiscrimination as made and set forth herein shall constitute a material breach of contract entitling the City of Palmer to declare the contract in default and to exercise any and all applicable rights and remedies including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and or forfeiture of compensation due and owing on a contract.

Signature



Title

President

Professional Services Agreement
for
Insurance Brokerage Services

THIS AGREEMENT made and entered into this ___day of April, 2016, by and between the CITY OF PALMER and ALASKA USA INSURANCE BROKERS.

Section 01 Definition

In this Agreement:

- A. The term "City" means the City of Palmer.
- B. The term "Consultant" means Alaska USA Insurance Brokers.
- c. The term "Manager" means the manager of the City of Palmer or his authorized representative.

Section 02 Employment of Consultant

The City hereby agrees to engage the Consultant and the Consultant hereby agrees to perform the services hereafter set forth.

Section 03 Scope of Services

The Consultant shall perform all the services provided for by this Agreement which are described with particularity in Section II of the RFP, entitled Scope of Work, attached hereto and incorporated by reference as if fully set forth herein.

Section 04 Personnel

Personnel shall be limited to employees of the Consultant.

Section 05 Contract Period

The services of the Consultant shall commence upon execution of this Agreement by the Manager and have an initial contract term of one year with an effective date of April 1, 2016. The contract may be renewed up to two additional years at the sole discretion of the City. This Agreement is for the initial term.

Section 06 Compensation

A. Subject to the provisions of this Agreement, the City shall pay the Consultant \$20,000 per year for all services and expenses for the term of this Agreement (as set forth in Appendix A of this Agreement).

B. Except as otherwise provided in this Agreement, the City shall not provide any additional compensation, payment, use of facilities, service or other thing of value to the Consultant in connection with performance of Agreement duties. The parties understand and agree that, except as otherwise provided in this section, administrative overhead and other indirect or direct costs the Consultant may incur in the performance of its obligations under this Agreement have already been included in computation of the Consultant's fee and may not be charged to the City.

Section 07 Method and Time of Payment

A. The City will pay to the Consultant the amount set forth in Appendix A which shall constitute the full and complete compensation for the Consultant's professional services. That sum will be paid on receipt of billings submitted pursuant to a schedule set forth in Section 2.6 of the RFP; Normal billing cycle is 30 calendar days from receipt of an approved invoice. A billing is a summary of expenditures to date by line item categories (e.g., Personal Services, Travel, Contractual Commodities and Equipment). Documentation of expenditures need not be submitted with billings but must be retained by the Consultant in the event the City requests said documentation.

B. Payment will be disbursed in accordance with Section 2.6 of the RFP.

C. All invoices must be submitted in duplicate and addressed as follows:

City of Palmer
Attention: Director of Finance
231 W Evergreen Ave
Palmer, Alaska 99645

D. It is expressly understood and agreed that in no event shall the total compensation due the Consultant exceed compensation listed in appendix A.

Section 08 Termination of Agreement for Cause

If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner the obligations under this Agreement or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. All finished or unfinished documents, data, studies, surveys and reports or other material prepared by the Consultant under this Agreement are the property of the City and shall be delivered to the City by or upon the effective date of termination. The Consultant shall be entitled to receive compensation in accordance with the payment provisions of section III of the RFP only for work completed to the City's satisfaction in accordance with section II of the RFP and the other terms of this Agreement.

Section 09 Termination for Convenience of City

The City may terminate this contract at any time by giving written notice to the Consultant of such termination and specifying the effective date of such termination. All finished or unfinished documents and other materials as described in Section 8 above are the property of the City and shall be delivered to the City by or upon the effective date of execution of this section. The Consultant shall be entitled to receive compensation in accordance with the payment provisions of Section III of the RFP only for work completed to the City's satisfaction in accordance with Section II of the RFP and the other terms of this Agreement. If this Agreement is terminated due to the fault of the Consultant, Section 8 of this Agreement shall govern the rights and liabilities of the parties.

Section 10 Causes Beyond Control

In the event the Consultant is prevented by a cause or causes beyond control of the Consultant from performing any obligation of this Agreement, non-performance resulting from such cause or causes shall not be deemed to be a breach of this Agreement which will render the Consultant liable for damages or give rights to the cancellation of the Agreement for cause. However, if and when such cause or causes cease to prevent performance, the Consultant shall exercise all reasonable diligence to resume and complete performance of the obligation with the least possible delay. The phrase "cause or causes beyond control," as used in this section, means any one or more of the following causes which are not attributable to the fault or negligence of the Consultant and which prevent the performance of the Consultant: fire, explosions, acts of God, war, orders or law of duly constituted public authorities, and other major uncontrollable and unavoidable events, all of the foregoing which must actually prevent the Consultant from performing the terms of the Agreement as set forth herein. Events which are peculiar to the Consultant and would not prevent another Consultant from performing, including, but not limited to financial difficulties, are not causes beyond the control of the Consultant. The City will determine whether the event preventing the Consultant from performing is a cause beyond the Consultant's control.

Section 11 Modifications

A. The parties may mutually agree to modify the terms of the Agreement. Modifications to the Agreement shall be incorporated into the Agreement by written amendments.

B. It is expressly understood that the City may require changes in the scope of services and an unreasonable refusal by the Consultant to agree to modification in the scope of services will be the basis for termination of the Agreement for cause. It is expressly understood that the total amount of compensation for successful performance of the Agreement will not be modified, under any circumstances, without prior written approval

of the City.

Section 12 Equal Employment Opportunity

A. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, physical handicap, age, status as a disabled veteran, or veteran of the Vietnam War era. The Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, physical handicap, age, status as a disabled veteran, or veteran of the Vietnam War era. Such actions shall include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The Consultant agrees to post in conspicuous places available for employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, physical handicap, age, or status as a disabled veteran, or veteran of the Vietnam War era. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement.

B. The Consultant shall keep such records and submit such reports concerning the equal opportunity employment provisions set forth in subsection 12 (A) for applicants for employment and employees as the City may require.

Section 13 Interest of Members of City and Others

No officer, member or employee of the City and no member of its governing body, and no other public official of the governing body shall participate in any decision relating to this Agreement which affects their personal interest or the interest of any corporation, partnership or association in which they are, directly or indirectly, interested or having any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

Section 14 Assignability

A. The Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the City, thereto; provided, however that claims for money due or to become due to the Consultant from the City under this Agreement may be assigned by court order or to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City, or the Consultant shall be responsible to the City for any moneys due the assignee of this Agreement which are paid directly to the Consultant.

B. The Consultant shall not delegate duties or otherwise subcontract work or services under this Agreement without the prior written approval of the City.

Section 15 **Interest of Consultant**

The Consultant covenants, that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed.

Section 16 **Findings Confidential**

To the extent permitted or required by law any reports, information, data, etc., given to or prepared or assembled by the Consultant under this Agreement which the City requests to be kept confidential shall not be made available to any individual or organization by the Consultant without the prior written approval of the City.

Section 17 **Publication, Reproduction and Use of Materials**

No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

Section 18 **Audits and Inspections**

At any time during normal business hours and as often as the City or the Comptroller General of the United States may deem necessary, there shall be made available for examination all of its records with respect to all matters covered by this Agreement and will permit representatives of the City or the Comptroller General to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

Section 19 **Jurisdiction; Choice of Law**

Any civil action arising from this Agreement shall be brought in the superior court for the third judicial district of the state of Alaska at Palmer. The law of the state of Alaska shall govern the rights and obligations of the parties.

Section 20 **Non-Waiver**

The failure of the City at any time to enforce a provision of this Agreement shall in no way

constitute a waiver of the provisions, nor in any way affect the validity of this Agreement or any part thereof, or the right of the City thereafter to enforce each and every protection hereof.

Section 21 Permits, Laws and Taxes

The Consultant shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to the performance under this Agreement. All actions taken by the Consultant under this Agreement shall comply with all applicable statutes, ordinances, rules and regulations. The Consultant shall pay all taxes pertaining to its performance under this Agreement.

Section 22 Relationship of the Parties

The Consultant shall perform its obligations hereunder as an independent Consultant of the City. The City may administer this Agreement and monitor the Consultant's compliance with this Agreement but shall not supervise or otherwise direct the Consultant except to provide recommendations and to provide approvals pursuant to this Agreement.

Section 23 Agreement Administration

A. The City Manager, or the designee, will be the representative of the City administering this Agreement.

B. The services to be furnished by the Consultant shall be administered, supervised, and directed by Jan Martinson, Account Executive. In the event that the individual named above or any of the individuals identified in the proposal to perform work under the Agreement is unable to serve for any reason, the Consultant shall appoint a successor in interest subject to a written approval of the City of Palmer.

Section 24 Integration

This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties. To the extent they are not inconsistent with the terms of this Agreement the following documents are incorporated by reference into this Agreement as if fully set forth herein:

Request for Proposal Sections 1-V (RFP)	City of Palmer Business License
Certificate of Insurance	State of Alaska Business License
Appendix A. Fees/Compensation	Professional License

Section 25 Defense and Indemnification

A. The Consultant shall indemnify, hold harmless, and defend the City from and against any claim of, or liability for negligent acts, errors or omissions of the Consultant under this agreement. The Consultant shall not be required to indemnify the City for a claim of, or liability for, the independent negligence of the City. If there is a claim of, or liability for, the joint negligent error or omission of the Consultant and the independent negligence of the City, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Consultant" and "City", as used within this article, include the employees, agents and other consultants/contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the City's selection, administration, monitoring, or controlling of the Consultant and in approving or accepting the Consultant's work.

Section 26 Interpretation and Enforcement

This Agreement is being executed by the parties following negotiations between them. It shall be construed according to the fair intent of the language as a whole, not for or against any party. The titles of sections in this Agreement are not to be construed as limitations or definitions but are for identification purposes only.

Section 27 Consultant Insurance

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of the Agreement to create in the public or any member thereof a third party benefit hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

It is highly recommended that Consultant confer with their respective insurance companies or brokers to determine if their insurance program complies with the City's Insurance requirements.

The Consultant shall procure and maintain the following insurances:

- A. Minimum Scope of Insurance Coverage shall be at least as broad as:

1. Insurance Services office form number CG 0001 (Edition 01/96) covering Commercial General Liability.
2. Insurance Services office form number CA 0001 (Edition 6/92) covering Automobile Liability, symbol "any auto".
3. Worker's Compensation insurance as required by the State of Alaska and Employers Liability Insurance.
4. Professional Liability insurance against liability arising out of the rendering or failure to render professional services under this agreement on a form acceptable to the City.

B. Minimum Limits of Insurance Consultant shall maintain limits no less than:

1. General Liability:

\$1,000,000 combined single limit per occurrence for bodily injury, property damage, personal injury and advertising injury. The general aggregate limit shall be \$2,000,000. The general aggregate limits shall apply separately to each project

If the general liability insurance is written on a claims made form, the Consultant shall provide insurance for a period of two years after final payment of this agreement. The policy(s) shall evidence a retroactive date, no later than the beginning of this agreement.

2. Auto Liability:

\$1,000,000 combined single limit per accident for bodily injury and property damage.

3. Worker's Compensation and Employers Liability:

Worker's Compensation shall be statutory as required by the State of Alaska. Employer's liability shall be endorsed to the following minimum limits:

Bodily injury by Accident -	\$500,000 each accident
Bodily injury by Disease-	\$500,000 each employee
Bodily injury by Disease -	\$500,000 policy limit

4. Professional Liability:

\$1,000,000 per each claim. The general aggregate limit shall be \$2,000,000. The professional liability insurance shall be maintained in effect until final acceptance by the City of the completed project.

If the professional liability insurance is written on a claims made form, the Consultant shall provide insurance for a period of two years after final payment of this agreement. The policy(s) shall evidence a retroactive date, no later than the beginning of this agreement.

5. Excess Liability:

In order to meet the required minimum limits of insurance it is permissible for the Consultant to combine an excess liability or umbrella policy with the general liability, auto liability or employer's liability. In the instance where the Consultant purchases an excess liability or umbrella policy the occurrence limit and the aggregate limit may be of the same amount.

C. Deductibles and Self-Insured Retention

Prior to work commencing any deductible or self-insured retention must be declared and approved by the City. The Consultant may be requested to demonstrate how the deductible or self-insured retention will be funded in the event of a claim. At the option of the City, the Consultant shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability, Automobile Liability

a. The City, its Administrator, officers, officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant premises owned, occupied or used by the Consultant or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitation on the scope of protection afforded to the City, its Administrator, officers, officials, employees and volunteers.

b. The Consultant's insurance coverage shall be primary insurance as respects the City, its Administrator, officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its Administrator, officers, officials, employees and volunteers shall be excess of the Consultant insurance and shall not contribute to it.

c. The Consultant insurance 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.

2. Worker's Compensation and Employer's Liability

The insurer shall agree to waive all rights of subrogation against the City, its Administrator, officers, officials, employees and volunteers for losses arising from work performed by the Consultant or any subcontractor for the City.

3. All Insurance

Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after 30 days' prior written notice for nonpayment of premium or fraud on the part of the Consultant or 60 days' prior written notice for any other reason by certified mail, return receipt requested, has been given to the City. Such notice shall be mailed by the Consultant to the attention of the Director of Administration.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A-: VII.

F. Verification of Coverage

Consultant shall furnish the City with certificates of insurance and with certified copies of all endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on forms acceptable to the City. All certificates are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

G. Subcontractors

Consultant shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all requirements stated herein.

H. Lapse in Coverage

A lapse in insurance coverage is a material breach of this agreement which shall result in immediate termination of the agreement, pursuant to Section 8.

Section 28 Severability

If any section or clause of this Agreement is held invalid by a court of competent jurisdiction, or is otherwise invalid under the law, the remainder of this Agreement shall remain in full force and effect.

Section 29 Understanding

The Consultant acknowledges that the Consultant has read and understands the terms of this Agreement, has had the opportunity to review the same with counsel of their choice, and is executing this Agreement of their own free will.

Section 30 Notices

Any notice required pertaining to the subject matter of the Agreement shall be personally delivered or mailed by prepaid first-class, registered or certified mail to the following address:

231 W Evergreen Avenue, Palmer, Alaska 99645

Consultant: 500 W. 36th Avenue, Suite 300, P.O. Box 196530 Anchorage, Alaska 99603

Section 31 Consultants' Violations of Tax Obligations

A. Any consultant in arrears on a City obligation, including, but not limited to tax, assessment, lease, sale, or rental payments, whether as an individual, or as a representative of a business, organization, firm, corporation, or partnership, shall not be awarded the Agreement if the delinquency is not cured within ten calendar days of receipt of written notice sent by the City of the delinquency.

B. This Agreement can be terminated for cause, pursuant to Section 8, if it is determined that a Consultant whether the amounts owed are in the name of the Consultant as an individual or as a representative of a firm, business, corporation, or partnership, is in arrears of any

taxation, lease or rental agreement that is due to the City that is not remedied within 10calendar days of notification by regular mail.

C. The City reserves any right it may have to offset amounts owed by an individual, firm, corporation or business for delinquent City taxes, moneys owed on sales, assessments, leases and rental agreements, against any amount owing to the same under an Agreement between the City and the same.

Section 32 Counterparts

This Agreement may be executed in more than one counterpart, each of which shall be deemed to be an original but all of which taken together shall be deemed a single instrument.

Section 33 Survival of Representations and Warranties

The representations, warranties, covenants, and agreements of the parties under this Agreement, and the remedies of either party for the breach of such representations, warranties, covenants, and agreements by the other party shall survive the execution and termination of this Agreement.

Section 34 Fund Verification

Fund source and verification of funds for this project:

Funding Source: _____

Verified by:

Date:

CITY OF PALMER

ALASKA USA INSURANCE BROKER

CITY MANAGER

TITLE:

STATE OF ALASKA

Third Judicial District

On _____, 2016, _____ personally appeared before me, who is a Person known to me, to be the signer for the City and he acknowledged that he that he signed on behalf of the City.

Notary Public
My Commission Expires: _____

STATE OF ALASKA

Third Judicial District

On _____, 2016, _____ personally appeared before me,

1. [] who is a Person known to me
2. [] whose identity I proved on the basis of _____
3. [] whose identity I proved on the oath/affirmation of _____ a credible witness to be the Be the signer of the Agreement of Insurance Brokerage Services and he/she acknowledged that he/she signed it.

Notary Public
My Commission Expires: _____

Appendix A

FEES and COMPENSATION

From Page 9 Section III in Alaska USA Insurance Brokers response to RFP.

Year 1 - \$20,000

Year 2 - \$20,000

Year 3 - \$20,000

Alaska USA Insurance Brokers agrees to return all commissions received to the City of Palmer or make other arrangements with the carriers to reduce the premium by the amount of the commission.