

CONTRACT FOR INSURANCE BROKER AND CONSULTING SERVICES

THIS CONTRACT is being entered into this _____ day of _____, 2011, by and between the CITY OF LAS VEGAS (hereinafter the "City"), a municipal corporation within the State of Nevada having its principal office at 400 Stewart Avenue, Las Vegas, Nevada 89101, and AON RISK INSURANCE SERVICES WEST, INC, a Delaware Corporation, (hereinafter the "Company") having its principal office located at 707 Wilshire Blvd., Suite 2500, Los Angeles, California 90017.

SECTION A – Contract Form

The subject matter of this Contract is the performance of Insurance Broker and Consulting Services.

SECTION B – Basic Terms

B-1 Definitions

The following definitions apply to this Contract:

- (a) "*Award Date*" means the date that a Contract becomes effective. It is the date that is entered into the first paragraph of a Contract upon execution by an authorized representative of the City.
- (b) "*Broker*" means a Producer of Insurance who (i) is not an agent of an Insurer, (ii) solicits, negotiates, or procures insurance on behalf of an insured or prospective insured, and (iii) does not have the power, by his own actions as a broker, to obligate an insurer upon any risk or without reference to any transaction of insurance. [Ref: NRS 683A.321].
- (c) "*City*" means the City of Las Vegas.
- (d) "*City Council*" means the governing body of the City of Las Vegas.
- (e) "*Commission*" means the compensation paid to the Company by coverage providers with respect to a specific placement of coverage with those carriers.
- (f) "*Company*" means the individual, partnership, or corporation responsible for the performance of services under this Contract.
- (g) "*Company Representative*" means the individual authorized to act on behalf of the Company regarding routine matters arising under or relating to this Contract.
- (h) "*Contract*" means this document, consisting of Sections A through F, which is binding and effective only upon execution by the City.
- (i) "*Deliverable*" means any report, software, hardware, data, documentation, or other tangible item that the Company is required to provide to the City under the terms of the Contract.
- (j) "*Fee*" means the remuneration paid by the City directly to the Company for Services (does not include commissions).
- (k) "*Insurance Manager*" means the administrator of the City's insurance program.
- (l) "*Insurer*" means every person engaged as principal and as indemnitor, surety, or contractor in the business of entering into contracts of insurance. [REF: NRS 679A.100]
- (m) "*Non-exclusive Contract*" means a Contract under which the City agrees to obtain some, but not necessarily all, of the City's requirements for a particular service.
- (n) "*Producer of Insurance*" means a person required to be licensed under the laws of the State of Nevada to sell, solicit, or negotiate insurance. [REF: NRS 679A.117].

(o) "Project Manager" means the City representative who is responsible for the coordination of Contract performance between the City and the Company.

(p) "Servicing Office" means the office in which the Company Representative, and his/her staff, is located.

B-2 Contract Type

The Contract provides for the payment of commissions and/or fees for services performed by the Company. This is a Non-Exclusive Contract.

B-3 Prices/Costs

(a) The City will pay the Company for broker services performed as follows:

1. 10% commission for Excess Workers' Compensation coverage
2. 15% commission for Property coverage
3. 15% commission for Employee Dishonesty bond

(b) The City will pay the Company for requested consulting services, inclusive of all administrative costs, as follows:

1. \$175 - \$200 per hour for Loss Control
2. \$175 - \$225 per hour for Actuary
3. \$200 - \$250 for Legal Contract Review

(c) The total amount of this Contract shall not exceed \$100,000 annually. In no event shall the total payments to the Company for the services provided under this Contract exceed the aforementioned amount appropriated without prior approval of the City.

B-4 Performance Period

The initial term of the Contract shall be for a period of three (3) years from the Award Date through June 30, 2014, with up to two (2), one (1) year renewal options. The City will provide written notice to the Company when an option is exercised. Exercise of an option does not imply that further options will be exercised. All terms and conditions of the Contract shall remain in effect as written, during the option period(s).

B-5 Invoices

(a) The Company shall submit invoices to the City by the twentieth (20th) of each month for the previous month's charges for services provided to the City. All invoices should identify the performance dates covered, should identify the Contract Item against which charges are made, should state the date of the invoice, and should reference the associated purchase order number. The City reserves the right to require the Company to provide any necessary data in support of invoiced charges. Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Company will be made in full within thirty (30) calendar days.

The Company shall submit an original invoice to:

Department of Human Resources
ATTN: Insurance Services
City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101 – 2986

(b) A representative of the Company shall sign and certify the invoice in the following manner: "I hereby certify, under penalty of perjury, that the above invoice is just and correct and that reimbursement for such expenses listed on this invoice has not been previously received from the City of Las Vegas nor any other source."

SECTION C – Statement of Work

C-1 Scope of Services/General

- (a) The Company shall negotiate for and obtain policies of insurance for the coverages required by the City, providing related services including advice on the coverage program and its design; risk management support; loss prevention and control activities; assistance with the filing of claims; providing certificates of insurance coverage; reviewing of insurance clauses; and obtaining additional insured status for third parties.
- (b) The Company and its staff (as applicable) must be licensed in the State of Nevada to conduct the business of insurance and act as a Broker.
- (c) The Company shall obtain the following minimum first year coverages (July 1, 2011 – June 30, 2012):
 - (i) Excess Workers' Compensation,
 - (ii) Property (Fire & Boiler),
 - (iii) Employee Dishonesty Bond,
 - (iv) Marine Liability, and
 - (v) Any other additional lines of coverage as may be needed by the City.
- (d) Services shall be provided to meet the City's risk management needs, as generally outlined in Attachment 2.

C-2 Scope of Services/Minimum Services

- (a) The Company shall act as a Broker for selected insurance coverages, as requested by the Insurance Manager, with Insurers who meet minimum rating requirements as approved by the City and who will provide the most cost-effective and comprehensive coverages available. To accomplish this, the Company shall perform the following activities:
 - (i) Recommend coverages consistent with the exposures to provide the highest level of coverage at the least possible cost to the City.
 - (ii) In conjunction with City's staff, prepare insurance applications, bid packages, and underwriting exhibits.
 - (iii) Use Nevada admitted Insurers, or inform the City of any non-admitted insurer. Provide City with a rationale for using a non-admitted insurer.
 - (iv) Negotiate with underwriters on terms and conditions to obtain the most beneficial and cost-effective coverages available.
 - (v) Verify the rates and premiums for accuracy; determine that rating bureau and underwriter rates are correct.
 - (vi) Check for wording accuracy when new policies, binders, certificates, endorsements or other documents are received. Verify that all negotiated coverage enhancements are provided. Confirm that classifications, exposures and limits are in conformity with City's specifications. Obtain revisions to such documents when needed, and provide a summary listing of coverages and exclusions.
 - (vii) Provide originals of all policies and endorsements to City within thirty (30) calendar days of payment of premium.
 - (viii) Maintain copies of all policies and endorsements. Collect and maintain submitted underwriting endorsements and bid package data for use in future packages.
 - (ix) Review all premium audits and verify accuracy of earned premium.
- (b) The Company shall provide the following services:
 - (i) Be readily available to answer insurance related questions and concerns
 - (ii) Conduct strategic planning sessions to review current performance and establish future objectives and strategies for the City's risk and insurance program, no less than annually.
 - (iii) Review alternative insurance programs and policies and provide information to the City regarding the advantages and disadvantages of those alternatives.
 - (iv) Keep the City informed of significant changes, trends or occurrences in the insurance marketplace, and provide the City with an annual forecast of market conditions.

- (v) Review and determine the feasibility of insurer recommendations and assist in the implementation of realistic recommendations.
 - (vi) Provide assistance to the City on loss control programs
 - (vii) Participate in and advise on, claims, coverage questions, litigation management and analysis, and assist in the negotiation, adjustment and settlement of claims, losses and coverage issues.
 - (viii) Provide assistance in obtaining feasibility studies, risk retention studies, actuarial studies, and analysis of the costs of risk.
 - (ix) Perform a semi-annual analysis of City's loss experience to determine possible adverse frequency and/or severity trends. Provide recommendations for procedural or programmatic changes and improvements.
 - (x) Provide assistance in evaluating current property values, as needed
 - (xi) When requested, offer recommendations concerning pre-construction planning and assistance in building design with regard to loss prevention and safety.
- (c) The Company shall process, or facilitate the processing of, certificates of insurance, bonds and auto identification cards, as needed, with respect to insurance policies placed by Company, as requested by the City.
- (d) The Company shall review all losses submitted by the City, and forward to all potentially involved Insurers.
- (e) The Company shall provide the following reports annually, and when requested by the City:
- (i) Summary of Insurance policies and premiums. An accounting of all income received on this account, including income from affiliates, subsidiaries and parent organizations and the methods by which all fees and commissions are calculated.
 - (ii) Progress and status of insurance program, planned implementation and/or renewal.
 - (iii) Losses incurred, reserved, and settled by policy, supplementing insurance company reports, as needed
 - (iv) In conjunction with policy renewals, report of commissions included in premium quotes and placements.

SECTION D – Special Clauses

D-1 Legal Notice [CAO-7/24/08]

- (a) All legal notices required pursuant to the terms and conditions of this Contract shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under the terms of this Contract shall be deemed to have been given when:
- (i) received by the party to whom it is directed by hand delivery or personal service, or
 - (ii) transmitted by facsimile with confirmation of transmission, or
 - (iii) sent by U.S. mail via certified mail-return receipt requested at the following addresses:

FOR THE CITY: City of Las Vegas
 Manager, Purchasing and Contracts
 City Hall, First Floor
 400 Stewart Avenue
 Las Vegas, Nevada 89101-2986
 Fax: (702) 384-9964

FOR THE COMPANY: Aon Risk Insurance Services West, Inc.
 Director of Public Entities
 707 Wilshire Blvd., Suite 2500
 Los Angeles, California
 Fax: (213) 996-1783

- (b) The parties shall provide written notification of any change in the information stated above.

- (c) An original signed copy, via U. S. Mail, shall follow facsimile transmissions.
- (d) For purposes of this Contract, legal notice shall be required for all matters involving potential termination actions, litigation, indemnification, and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Contract.
- (e) Routine correspondence should be directed to the Project Manager or the Company Representative, as appropriate.

D-2 Project Manager/Company Representative [CAO-7/24/08]

- (a) The City designates Vicki Robinson, Human Resources Manager, Insurance Services, as the Project Manager for this Contract. The City will provide written notice to the Company, should there be a subsequent Project Manager change. The Project Manager will be the Company's principal point of contact at the City regarding any matters relating to this Contract, will provide all general direction to the Company regarding Contract performance, and will provide guidance regarding the City's goals and policies. The Project Manager is not authorized to waive or modify any material scope of work changes or terms of the Contract.
- (b) The Company designates William S. Deeb, Director of Public Entities, as the Company Representative for this Contract. The Company will provide written notice to the City, should there be a subsequent Company Representative change. The City has the right to assume that the Company Representative has full authority to act for the Company on all matters arising under or relating to this Contract.

D-3 Warranty – Services [CAO-7/24/08]

The Company warrants that the services shall be performed in full conformity with this Contract, with the professional skill and care that would be exercised by those who perform similar services in the commercial marketplace, and in accordance with accepted industry practice. In the event of a breach of this warranty and/or in the event of non-performance and/or failure of the Company to perform the services in accordance with this Contract, the Company shall, at no cost to the City, re-perform or perform the services so that the services conform to the warranty.

D-4 Intellectual Property Rights [CAO-7/24/08] **R**

- (a) All deliverables produced under this Contract, as well as all data, notes, and documentation collected on behalf of the City are exclusively the property of the City.
- (b) The City acknowledges and agrees that the Company is in the business of providing consulting services to clients utilizing the Company's knowledge, including background software, ideas, concepts, methodologies, and processes ("Prior Works"). The Company reserves all right, title and interest in and to any of the Prior Works which the Company shall using in the course of the Services for the City.
- (c) Nothing contained herein shall prohibit the Company from using any of the Company's general knowledge or knowledge acquired under this Contract to perform similar services for others.
- (d) The City acknowledges and agrees that the work product provided by the Company is not to be distributed to, used or relied upon by third parties without the written consent of the City and the Company, except such materials may be provided without such written consent to the City's legal, accounting and non-insurance advisors.

D-5 Licenses/Registrations [CAO-7/24/08]

During the entire performance period of this Contract, the Company shall maintain all federal, state, and local licenses, certifications and registrations applicable to the work performed under this Contract, including maintaining an active City of Las Vegas business license.

D-6 Order of Precedence [CAO-7/24/08]

In the event of a conflict between the specific language set forth in Sections B through E of this Contract and any Attachment or Exhibit set forth in Section F, the specific language in Sections B through E shall prevail. Any exception to this order of precedence will be addressed through specific language elsewhere in Sections B through E.

SECTION E – General Clauses

E-1 Disputes [CAO-7/25/08] R

- (a) For each claim or dispute arising between the parties under this Contract, the parties shall attempt to resolve the matter through escalating levels of management. In the event the matter cannot be successfully resolved in this manner, litigation shall be the forum in which the party desiring to proceed further shall file to resolve the claim or dispute. For any and all claims or disputes asserted by the Company, the Company shall notify the City of its intent to proceed further with the claim or dispute. For any and all claims or disputes asserted by the City, the City shall notify the Company in the notice of its intent to proceed with litigation as the forum to resolve the claim or dispute.
- (b) The laws of the State of Nevada shall govern this Contract and the venue for purposes of such litigation shall be in the City.

E-2 Notice of Delay [CAO-7/24/08]

- (a) Should the timely performance of this Contract be jeopardized by the non-availability of City provided personnel, data, or equipment, the Company immediately shall notify the City in writing of the facts and circumstances that are contributing to such delay. Upon receipt of this notification, the City will advise the Company in writing of the action which will be taken to remedy the situation.
- (b) The Company shall advise the City in writing of an impending failure to meet established milestones or delivery dates based on the Company's failure to perform. Notice shall be provided as soon as the Company is aware of the situation; however, such notice shall not relieve the Company from any existing obligations regarding performance or delivery.

E-3 Termination for Convenience [CAO-7/24/08]

The City shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason whatsoever (including no reason). Such termination shall be effected by written notice from the City to the Company, specifying the extent and effective date of the termination. On the effective date of the termination, the Company shall terminate all work and take all reasonable actions to mitigate expenses. The Company shall submit a written request for incurred costs for services performed through the date of termination, and shall provide any substantiating documentation requested by the City. In the event of such termination, the City agrees to pay the Company within 30 days after receipt of a correct, adequately documented written request. The City's sole liability under this Paragraph is for payment of the costs for the services requested by the City and actually performed by the Company.

E-4 Termination for Default [CAO-11/9/09]

- (a) The City may, by written notice of default to the Company, terminate this Contract in whole or in part if the Company fails to:
 - (i) Perform the services under Section C (Statement of Work), including, if applicable, delivering any required software, goods, or documentation within the time specified in this Contract or any extension;
 - (ii) Make progress, so as to endanger performance of this Contract; or
 - (iii) Perform any of the other provisions of this Contract.
- (b) The City's right to terminate this Contract under (a)(ii) and (a)(iii) above, may be exercised if the Company does not cure such failure within ten calendar days (or more if authorized by the City) after notice, specifying the failure, is provided pursuant to the Paragraph D-1 (Legal Notice) of this Contract.
- (c) If the City terminates this Contract for default in whole or in part, it may acquire, under reasonable terms and in the manner the City considers appropriate, services or goods similar to those terminated, and the Company shall be liable to the City for any excess costs for those services or goods. However, the Company shall continue the work not terminated.
- (d) The Company shall not be liable for any excess costs if the failure to perform the Contract arises from circumstances beyond the control and without the fault or negligence of the Company. These circumstances are limited to such causes as (1) acts of God or of the public enemy, (2) acts of governmental bodies, (3) fires, (4) floods, (5) epidemics,

(6) quarantine restrictions, (7) labor strikes, (8) freight embargoes, or (9) unusually severe weather. The time of performance of the Company's obligations under this Contract shall be extended by such period of enforced delay; provided, however, that such reasonably extended time period shall not exceed 60 days. If the foregoing circumstances result in a delay greater than 60 days, the City may terminate the affected portion of the Contract pursuant to the terms of Paragraph E-3 (Termination for Convenience).

- (e) Either party may terminate this Contract, in whole or in part, if the other party becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof.
- (f) The City retains the right to terminate for default immediately should the Company fail to maintain the required levels of insurance, fail to comply with applicable local, state, and Federal statutes governing performance of these services, or fail to comply with statutes involving health or safety.
- (g) In the event that the City fails to perform any of its obligations required under this Contract, and the City does not remedy the failure after notice thereof is provided to the City by the Company pursuant to Paragraph E-1 (Legal Notice) above, the Company shall have the right to treat the failure as a claim or dispute subject to the resolution provisions of Section E-3 (Disputes) of this Contract. During the period of such resolution, the Company shall continue with its performance under the Contract.

E-5 Insurance [CAO-1/12/09] R

- (a) The Company shall procure and maintain, at its own expense, during the entire term of the Contract, the following coverage(s):
 - (i) Industrial/Workers' Compensation Insurance protecting the Company and the City from potential Company employee claims based upon job-related sickness, injury, or accident, during performance of this Contract, and must submit proof of such insurance on a certificate of insurance issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with NRS 616A-616D, inclusive. If Company is a sole proprietor, it will be required to submit an affidavit indicating that the company has elected not to be included in the terms, conditions and provisions of NRS 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.
 - (ii) Commercial General Liability Insurance (bodily injury, property damage) with respect to the Company's agents assigned to the activities performed under this Contract in a policy limit of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, for bodily injury (including death), personal injury and property damages. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis, and be provided on either a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad form CGL endorsement) insurance form. The form must be written on an ISO Form CG 00 01 10 01, or an equivalent form.
 - (iii) Commercial Automobile Liability Insurance of limits no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Company and any auto used to the performance of services under this Contract. The policy must insure all vehicles **owned** by the Company and include coverage for **hired** and **non-owned** vehicles. If the services requested do not require the use of vehicle to perform, Commercial Automobile Liability Insurance requirements, as described in (iii) above, do not apply.
 - (iv) Professional Liability Insurance of limits no less than \$1,000,000, combined single limit and in the aggregate. If coverage is on a "claims made" basis, then it must continue for a period of two years beyond the completion or termination of this Contract. Any retroactive coverage must coincide with or predate the beginning of this Contract and may not be changed without the consent of the City.
- (b) Company must provide required insurance documentation to Insurance Tracking Services (ITS) immediately upon notification of selection. Award is conditional upon verification by ITS that all insurance requirements have been met. All policy certificates and endorsements are required to be an agent authorized by that insurer and who is licensed by the State of Nevada. All required aggregate limits must be disclosed and amounts entered on the certificate(s) of insurance. The certificates must identify the Contract number and the Contract description. The Company shall maintain coverage for the duration of this Contract, and any renewal periods, if applicable. The Company shall annually provide the ITS with a certificate of insurance as evidence that all insurance requirements have been met.

The Company and/or insurance carrier shall provide the City with a 30 day advance notice of policy modification, cancellation or erosion of insurance limits, sent by certified mail "return receipt requested".

Submit certificates of insurance to:

City of Las Vegas
C/O Insurance Tracking Services, Inc. (ITS)
P.O. Box 21919
Long Beach, CA 90801

Account Manager: Michael Palacios
Phone: (888) 435-2955 ext. 503
Fax: 562-435-2999
Email: michael.palacios@instracking.com

A certified, true and exact copy of each of the contract specific insurance policies (including renewal policies) required under this Section E-5 shall be provided to the City if so requested.

- (c) The City, its officers and employees shall be named as additional insureds on the policies required in E-5 (a) ii-iii, and such notation shall appear on the certificate of insurance furnished by the Company's insurance carrier. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The City requires insurance carriers to maintain a Best's Key rating of A VII, or higher. The adequacy of the insurance supplied by the Company, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City.
- (d) All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed \$5,000,000.00 without the prior written approval of the City.
- (e) If the Company fails to carry the required insurance, the City may (i) order the Company to stop further performance hereunder, declare the Company in breach, pursuant to Paragraph E-4, terminate the Contract if the breach is not remedied and, if permitted, assess liquidated damages, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to the Company or charge the replacement insurance costs back to the Company.
- (f) Any subcontractor or subconsultant approved by the City shall be required to procure, maintain and submit proof of insurance to the City of the same insurance requirements as specified above, and as required in this paragraph.
- (g) The Company is encouraged to purchase any additional insurance as it deems necessary.
- (h) The Company is required to remedy all injuries to persons and damage or loss to any property of the City, caused in whole or in part by the Company, its subcontractors or anyone employed, directed or supervised by the Company.
- (i) The policies required in E-5 (a) i-iii shall have a Waiver of Subrogation provision endorsement in favor of the City of Las Vegas.
- (j) Employee Dishonesty Bond in the amount of \$1,000,000.00.

E-6 Indemnification [CAO-7/24/08]

- (a) In addition to the insurance requirements set forth in Paragraph E-5 (Insurance), the Company shall protect, indemnify and hold harmless the City, its officers, employees, agents, and consultants (collectively herein the "City") harmless from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments including, attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, as a result of, by reason of, or as a consequence of, any act or omission, negligent or otherwise, on the part of the Company, its officers, employees, or agents in the performance of the terms, conditions and covenants of the Contract, regardless of whether the Liabilities were caused in part by the City.
- (b) If a third party claim against the City for negligent performance by the Company is within the limits of its liability insurance and the insurance company has accepted the City's tender of defense, then the City will pay the Company what is due and owing to them, within the payment method specified in this Contract. However, if the claim is greater than the coverage amount, the City, for its protection, may retain any money due and owing the Company under this Contract, until the claim has been resolved. In the event no money is due and owing, the surety, if required, of the Company, may be held until all of the Liabilities have been settled and suitable evidence to that effect furnished to the City.

- (c) It is expressly agreed that the Company shall defend the City, against the Liabilities and in the event that the Company fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Company.

E-7 Assignment [CAO-7/24/08]

Neither party may assign their rights nor delegate their duties under this Contract without the written consent of the other party. Such consent shall not be withheld unreasonably. Any assignment or delegation shall not relieve any party of its obligations under this Contract.

E-8 Waiver [CAO-7/24/08]

Waiver of any of the terms of this Contract shall not be valid unless it is in writing signed by each party. The failure of the City to enforce any of the provisions of this Contract, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of this Contract, or to affect the right of the City to thereafter enforce each and every provision of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract.

E-9 Taxes/Compliance with Laws [CAO-7/24/08]

- (a) The City is exempt from paying Sales and Use Taxes under the provisions of Nevada Revised Statutes 372.325(4), and Federal Excise Tax, under Registry Number 88-87-0003k. The Company shall pay all taxes, levies, duties and assessments of every nature and kind, which may be applicable to any work under this Contract. The Company shall make any and all payroll deductions required by law. The Company agrees to indemnify and hold the City harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.
- (b) The Company in the performance of the obligations of this Contract shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Contract including, but not limited to, the Federal Occupational Health and Safety Act, and all state and federal laws prohibiting and/or relating to discrimination by reason of race, sex, age, religion or national origin.

E-10 Audit of Records [CAO-8/5/08]

- (a) The Company agrees to maintain the financial books and records (including supporting documentation) pertaining to the performance of this Contract according to standard accounting principles and procedures. The books and records shall be maintained for a period of three (3) years after completion of this Contract, except that books and records which are the subject of an audit finding shall be retained for three (3) years after such finding has been resolved. If the Company goes out of business, the Company shall forward the books and records to the City to be retained by the City for the period of time required herein.
- (b) The City, or its designated representative(s), shall have the right to inspect and audit (including the right to copy and/or transcribe) the books and records of the Company pertaining to the performance of this Contract during normal business hours. The City will provide prior written notice to the Company of the audit and inspection. If the books and records are not located within Clark County, the Company agrees to deliver them to the City, or to the address, designated by the City, within Clark County. In lieu of such delivery, the Company may elect to reimburse the City for the cost of travel (including transportation, lodging, meals and other related expenses) to inspect and audit the books and records at the Company's office. If the books and records provided to the City are incomplete, the Company agrees to remedy the deficiency after written notice thereof from the City, and to reimburse the City for any additional costs associated therewith including, without limitation, having to revisit the Company's office. The Company's failure to remedy the deficiency shall constitute a material breach of this Contract. The City shall be entitled to its costs and reasonable attorney fees in enforcing the provisions of this Paragraph
- (c) If, at any time during the term of this Contract, or at any time after the expiration or termination of the Contract, the City or the City's designated representative(s) finds the dollar liability is less than payments made by the City to the Company, the Company agrees that the difference shall be either: (a) repaid immediately by the Company to the City or (b) at the City's option, credited against any future billings due the Company.

E-11 Independent Contractor [CAO-7/24/08]

In the performance of services under this Contract, the Company and any other person employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The Company shall be liable for the actions of any person, organization or corporations with which it subcontracts to fulfill this Contract. The City shall hold the

Company as the sole responsible party for the performance of this Contract. The Company shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this contract or any subcontract awarded by the Company shall create a partnership, joint venture or agency with the City. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

E-12 Severability [CAO-7/24/08]

The invalidity, illegality, or unenforceability of any provision of this Contract or the occurrence of any event rendering any portion or provision of this Contract void shall in no way affect the validity or enforceability of any other portion or provision of this Contract. Any void provision shall be deemed severed from this Contract, and the balance of this Contract shall be construed and enforced as if this Contract did not contain the particular portion or provision held to be void. The parties further agree to amend this Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Contract from being void should a provision which is of the essence of this Contract be determined void.

E-13 Conforming Services [CAO-7/24/08]

The services performed under this Contract shall conform in all respects with the requirements set forth in this Contract. The Company shall furnish the City with sufficient data and information needed to determine if the services performed conform to all the requirements of this Contract.

E-14 Modification/Amendment [CAO-7/24/08]

This Contract shall not be modified or amended except by the express written agreement of the parties, signed by a duly authorized representative for each party. Any other attempt to modify or amend this Contract shall be null and void, and may not be relied upon by either party.

E-15 Entire Contract, Section and Paragraph Headings [CAO-7/24/08]

- (a) This Contract represents the entire and integrated agreement between the City and the Company. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Contract.
- (b) The section and paragraph headings appearing in this Contract are inserted for the purpose of convenience and ready reference. They do not purport to define, limit or extend the scope or intent of the language of the sections and paragraphs to which they pertain.

E-16 Conflict of Interest (City Officials) [CAO-7/24/08]

- (a) An official of the City, who is authorized in such capacity and on behalf of the City to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Contract, payments under this Contract, or work under this Contract, shall not be directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the City, who is authorized in such capacity and on behalf of the City to exercise any legislative, executive, supervisory or other similar functions in connection with this Contract, shall become directly or indirectly interested personally in this Contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Contract.
- (b) Each party represents that it is unaware of any financial or economic interest of any public officer or employee of the City relating to this Contract. Notwithstanding any other provision of this Contract, if such interest becomes known, the City may immediately terminate this Contract for default or convenience, based on the culpability of the parties.
- (c) The Company represents and warrants that it has, in accordance with the current policy of the City, disclosed the ownership and principals of the Company on Attachment 1 (Certificate – Disclosure of Ownership/Principals), and that it has a continuing obligation to update this disclosure whenever there is a material change in the information contained therein.

E-17 Public Records [CAO-7/24/08]

The City is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). The City's Records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This Contract, all supporting documents, and proposals submitted under the original Request for Proposal are deemed to be public records.

E-18 Confidentiality – City Information [CAO-7/24/08]

- (a) All information, including but not limited to, oral statements, computer files, databases, and other material or data supplied to the Company is confidential and privileged. The Company shall not disclose this information, nor allow to be disclosed to any person or entity without the express prior written consent of the City. The Company shall have the right to use any such confidential information only for the purpose of providing the services under this Contract, unless the express prior, written consent of the City is obtained. Upon request by the City, The Company shall promptly return to the City all confidential information supplied by the City. The Company shall retain a copy of the City's information for its archives.
- (b) The confidentiality requirements shall not apply where (i) the information is, at the time of disclosure by the City, then in the public domain; (ii) the information is known to the Company prior to obtaining the same from the City; (iii) the information is obtained by the Company from a third party who did not receive the same directly or indirectly from the City; or (iv) the information is subpoenaed by court order or other legal process, but in such event, the Company shall notify the City. In such event the City, in its sole discretion, may seek to quash such demand.
- (c) The obligations of confidentiality shall survive the termination of this Contract.

E-19 Marketing Restrictions [CAO-7/24/08]

The Company may not publish or sell any information from or about this Contract without the prior written consent of the City. This restriction does not apply to the use of the City's name in a general list of customers, so long as the list does not represent an express or implied endorsement of the Company or its services.

E-20 Compensation Agreement Language

- (a) In addition to the compensation set forth herein, revenue the Company may be entitled to receive from third parties due to contingencies, overrides, bonus commissions, national additional commissions, and/or administrative expense reimbursements, shall be retained by the Company and shall not, for any reason, be credited against the Fee or any other compensation earned hereunder.
- (b) Premiums paid by the City to the Company for remittance to insurers and City premium refunds paid to the Company by insurance companies for remittance to the city are deposited into fiduciary accounts in accordance with applicable insurance laws until they are due to be paid to the insurance company or the City. Subject to such laws and the applicable insurance company's consent, where required, the Company will retain the interest or investment income earned while such funds are on deposit in such accounts.
- (c) To the extent that any portion of the Company's compensation, by operation of law, agreement or otherwise, becomes adjusted or credited to the City, it is the City's responsibility to disclose the actual net cost to the City of the brokerage and insurance costs the City has incurred to third party(ies) having an interest in such amounts.
- (d) The Company agrees to reasonably assist the City with administering policies, coverages or programs preceding those listed in Attachment 2, to the extent the City has advised the Company of the City's need for such assistance. If the City needs or requests unanticipated levels of assistance for such policies, coverages or programs, the City and the Company shall negotiate and agree in writing to the additional amount(s) of compensation the Company shall be entitled to receive from the City for such services.
- (e) The Company will deliver the Services based upon the information the City or the City's representatives provide to the Company and the demands and needs that the City expressly advises the Company of. The City understands the City is responsible for the accuracy and completeness of any information the City or the City's representatives provide the Company and that the Company accepts no responsibility for losses, damages or costs arising from the City's failure to so inform the Company. The City acknowledges the importance of providing the Company promptly with the information needed to deliver the Services and to update any information where there has been a material change which may affect the scope of delivery of the Services, such as a change in the nature of the risk, insured entities, property values and persons or entities to be covered.
- (f) The City shall inform the Company in the event that the City's operations change substantially by merger, acquisition, expansion or other material change in scope and nature of exposures, losses and/or Insurance Program, or if there is a

substantial midterm change to programs or limits, the City and the Company will negotiate in good faith to revise the Contract as appropriate.

(g) The City acknowledges that the City will carefully review all documents the Company delivers (including binders, policies and endorsements) and will advise the Company immediately of any mistakes of fact or contents in such documents that do not address the City's needs. The absence of such notification to the Company will be deemed as confirmation that the documents fully conform to the City's needs and instructions.

(h) When, in the Company's judgment, it should become necessary or appropriate to use the services of other intermediaries, including, but not limited to, managing general agents/managing general underwriters, wholesale brokers or facultative reinsurance brokers (collectively "Intermediaries") to assist in accessing, negotiating, placing, or procuring insurance markets for the Insurance Programs, the Company will, in all such instances, endeavor to use the services of a Company-affiliated intermediary. In the event circumstances or the City should require that a non-Company-affiliated intermediary, co-broker or sub-broker, be appointed, retained or engaged to assist in accessing, negotiating, placing or procuring insurance for the Insurance Programs, the Company will not be responsible for any actual or alleged act, error or omission of any such Intermediary, co-broker or sub-broker or of its officers, directors or employees in assisting in accessing, negotiating, placing or procuring insurance for the Insurance Programs. Under all circumstances, any and all compensation earned by any Intermediary, or by any co-broker or sub-broker in connection with Insurance Programs shall be in addition to the compensation paid to the Company hereunder.

(i) In some instances, insurance placements made by the Company on the City's behalf may require the payment of state surplus lines or other premium taxes and/or fees in addition to the premium itself. The Company will make every effort to identify any such tax and/or fee in advance, but in all instances the payment of these taxes and/or fees will remain the responsibility of the City and the Company will invoice the City for the payment of such taxes and fees.

E-21 Limitation of Funding [CAO-7/24/08]

The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract.

E-22 Changes – Fixed-Price Services [CAO-7/24/08]

- (a) The City may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Contract in any one or more of the following:
- (i) Description of services to be performed.
 - (ii) Time of performance (i.e., hours of the day, days of the week, etc.).
 - (iii) Place of performance of the services.
- (b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, the City shall make an equitable adjustment in the Contract price, the delivery schedule, or both, and shall modify the Contract.
- (c) The Company must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order; however, if the City decides that the facts justify, the City may receive and act upon a proposal submitted before final payment of the Contract.
- (d) If the Company's proposal includes the cost of property made obsolete or excess by the change, the City shall have the right to prescribe the manner of the disposition of the property.
- (e) Failure to agree to any adjustment shall be a dispute under Paragraph E-1 (Disputes); however, nothing in this clause shall excuse the Company from proceeding with the Contract as changed.

The Company shall provide current, complete, and accurate documentation to the City in support of any equitable adjustment. Failure to provide adequate documentation, within a reasonable time after a request from the City, will be deemed a waiver of the Company's right to dispute the equitable adjustment proposed by the City, where such equitable adjustment has a reasonable basis at the time it is determined by the City.

E-23 Counterpart Signatures [CAO-9/24/08]

This Contract may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

SECTION F – List of Attachments/Exhibits

The following attachments are hereby incorporated into this contract:

<u>Identifier</u>	<u>Title/Text Reference</u>	<u>Date</u>	<u>Pages</u>
Attachment 1	Certificate – Disclosure of Ownership/Principals [Paragraph E-16(c)]	06/09/2010	5
Attachment 2	Program Overview	01/25/2011	1

The balance of this page intentionally left blank.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

KATHLEEN C. RAINEY, Manager
Purchasing and Contracts

"City"

ATTEST:

BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:


Deputy City Attorney

3-21-11
Date

AON RISK INSURANCE SERVICES WEST, INC.

WILLIAM S. DEEB, Director of Public Entities

"Company"

CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity," means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members; (e) trust – the trustee and beneficiaries.

2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. Incorporation

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the City and the Contracting entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

Block 1 Contracting Entity
Aon Risk Insurance Services West, Inc.
Name 707 Wilshire Blvd., Suite 2500
Address Los Angeles, CA 900017
Telephone 213-630-3210
EIN or DUNS 953252415

Block 2 Description
Subject Matter of Contract/Agreement Insurance Brokerage Services
Contract No.

ATTACHMENT 1

Block 3	<u>Type of Business</u>
☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ Corporation ☐ Trust ☐ Other:	

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4 Disclosure of Ownership and Principals

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	See attached		
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets:

2.

Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity

William S. Del

Name

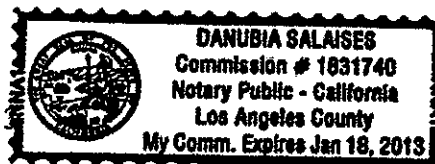
June 9, 2010

Date

Subscribed and sworn to before me this 9th day of June, 2010

Danubia Salais

Notary Public



Hi, WILLIAM Sign Out Help

at&t Mail

YAHOO! FINANCE

Search

Web Search

Dow ↑ 1.18% Nasdaq ↑ 1.64%

HOME INVESTING NEWS & OPINION PERSONAL FINANCE MY PORTFOLIOS TECH

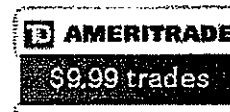
GET QUOTES

Finance Search

Wed, Jun 9, 2010, 11:41AM EDT - U.S. Markets close

Aon Corporation (AON)At 11:26AM EDT: **38.58** ↓**NOTICE!**

The

**Major Holders**

Get Major Holders for:

GO

AdChoices

BREAKDOWN

% of Shares Held by All Insider and 5% Owners: 7%

% of Shares Held by Institutional & Mutual Fund Owners: 82%

% of Float Held by Institutional & Mutual Fund Owners: 88%

Number of Institutions Holding Shares: 410

MAJOR DIRECT HOLDERS (FORMS 3 & 4)

Holder	Shares	Reported
<u>CASE GREGORY C</u>	339,752	4-Apr-10
<u>APPEL ANDREW M</u>	133,436	26-May-10
<u>MCGILL STEPHEN P</u>	74,744	15-May-10
<u>FUNG BERNARD S</u>	68,043	15-Mar-10
<u>FINDLAY D CAMERON</u>	65,778	17-Mar-09

TOP INSTITUTIONAL HOLDERS

Holder	Shares	% Out	Value*	Reported
Capital World Investors	25,337,742	9.40	\$1,082,174,960	31-Mar-10
PRICE (T. ROWE) ASSOCIATES INC	18,843,986	6.99	\$804,826,642	31-Mar-10
SOUTHEASTERN ASSET MANAGEMENT, INC.	17,721,029	6.58	\$756,865,148	31-Mar-10
NWQ INVESTMENT MANAGEMENT COMPANY, LLC	12,391,030	4.60	\$529,220,891	31-Mar-10

NOTICE!

The requested website contains material that may be in violation of Aon's Internet Acceptable Use Policy. To request access to this web site, please submit a URL Request form.

VANGUARD GROUP, INC. (THE)	8,698,079	3.23	\$371,494,954	31-Mar-10
BlackRock Institutional Trust Company, N.A.	6,814,508	2.53	\$291,047,636	31-Mar-10
MASSACHUSETTS FINANCIAL SERVICES CO - OTHER	6,519,949	2.42	\$278,467,021	31-Mar-10
INSTITUTIONAL CAPITAL CORPORATION	5,961,953	2.21	\$254,635,012	31-Mar-10
EMINENCE CAPITAL, L.L.C.	4,565,000	1.69	\$194,971,150	31-Mar-10
CRAMER ROSENTHAL McGLYNN LLC/ADV	3,164,408	1.17	\$135,151,865	31-Mar-10

TOP MUTUAL FUND HOLDERS

Holder	Shares	% Out	Value*	Reported
GROWTH FUND OF AMERICA INC	10,015,742	3.72	\$427,772,340	31-Mar-10
LONGLEAF PARTNERS FUND	7,826,299	2.90	\$334,261,230	31-Mar-10
FUNDAMENTAL INVESTORS INC	6,700,000	2.49	\$286,157,000	31-Mar-10
PRICE (T.ROWE) CAPITAL APPRECIATION FUND	4,079,988	1.51	\$174,256,287	31-Mar-10
PRICE (T.ROWE) MID CAP GROWTH FUND	3,500,000	1.30	\$149,485,000	31-Mar-10
AMERICAN FDS INSURANCE SER-GROWTH FD	3,385,500	1.26	\$144,594,705	31-Mar-10
PRICE (T.ROWE) VALUE FUND	2,905,000	1.08	\$124,072,550	31-Mar-10
MFS SERIES TRUST I-MFS VALUE FUND	2,629,380	.98	\$107,646,817	28-Feb-10
VANGUARD 500 INDEX FUND	2,573,379	.96	\$98,663,350	31-Dec-09
VANGUARD TOTAL STOCK MARKET INDEX FUND	2,422,015	.90	\$92,860,055	31-Dec-09

View Transactions for Insiders & Institutional Holders

* Value shown is computed using the security's price on the report date given.

☒ [Add to Portfolio](#) ☐ [Set Alert](#) ☒ [Email to a Friend](#)

Get **Major Holders** for Another Symbol:



[Symbol Lookup](#)

• [Today's SEC Filings](#)

• [Mergers & Acquisitions](#)

Copyright 2010 © Yahoo! Inc. [Privacy Policy](#) | [About Our Ads](#) | [Terms of Service](#) | [Send Feedback](#) | [Help](#)

Quotes are real-time for NASDAQ, NYSE, and Amex. See also delay times for [other exchanges](#). All information provided "as is" for informational p

Attachment 2
CITY OF LAS VEGAS RISK MANAGEMENT PROGRAM OVERVIEW
January 2011

(A) General Information

The City of Las Vegas is located in the southern tip of Nevada, and is one of the five cities that make up Clark County. The City has approximately 575,000 citizens, and employs approximately 2,600 full time employees. Of those employees, approximately 800 are public safety employees (firefighters, corrections officers, and marshals). The City's Fire and Rescue Department is one of only 34 ISO Class One rated fire departments in the United States. The City does not have its own police force. The Las Vegas Metropolitan Police is a totally separate entity, and provides law enforcement services to both the City of Las Vegas and Clark County.

The remaining employees are administrative, technical, or operational. The City is responsible for the administration and maintenance of a wastewater treatment facility, as well as City roads, sidewalks, the City sewer system, a municipal court system, and a detention facility. The City also provides a variety of educational and recreational programs through its Leisure Services and Parks Departments, as well as inspection and licensing services for businesses built or opened within the City. Services such as the airport, the water district, sanitation/trash removal, hospitals, gas and electric power are all the responsibility of Clark County, the State of Nevada, or private companies.

It should be noted that the large hotel casinos located on Las Vegas Boulevard, commonly known as "the Las Vegas Strip", such as MGM, Caesar's, Mirage, etc., are all actually located outside the City limits, in Clark County.

(B) Workers' Compensation – Self-Insured Program

The City of Las Vegas has been self-insured, self-administered for its workers' compensation program since 1986. Oversight of the program is the responsibility of the Manager of Risk, Compensation and Benefits, and day-to-day administration is performed by a Personnel Analyst II, a Workers' Compensation Specialist, and a Personnel Technician. A Safety/Loss Control Officer, located in the Insurance Services Division, provides safety oversight. The City has approximately 250 workers' compensation claims per year.

Since 9/11, it has been difficult to obtain workers' compensation excess, a requirement of Nevada statute for all self-insured entities. The City currently has a split self-insured retention of \$4 million for public safety personnel and \$1 million for all others, with statutory limits. We are interested in reducing this retention if a cost-effective premium can be negotiated. Creative solutions will be thoroughly evaluated.

(C) Property

The City of Las Vegas currently has property valued at \$818,000,000. Our current coverage consists of a fully insured policy, with a \$10,000 deductible, and limits of \$500,000,000. This covers all risks excluding earthquake and flood. The City purchases separate flood policies for certain higher risk facilities. The City would be willing to consider coverages with a higher deductible, if the premium was commensurately lower.

(D) Liability (AL/GL, Bodily Injury, D&O, E&O)

The City has been self-insured, self-administered for its liability program since 1986. Oversight of the program is the responsibility of the Manager of Insurance Services, and a Senior Personnel Analyst and an Insurance Specialist perform day-to-day administration. The City is currently totally self-insured for general liability. The State of Nevada provides sovereign immunity to municipalities, as well as a \$75,000 tort cap. This has kept the annual claims expenditures extremely low. While excess was purchased in 2000 and 2001, purely as catastrophic coverage, the increase in price that resulted from 9/11 made such purchases prohibitively expensive. The City would consider purchasing such coverage again, were the pricing to be demonstrated to be cost effective.