

RESOLUTION NO.: R-2000-033

*Authorizing City Manager to execute
a contract with Adams & Associates*

BE IT RESOLVED that the City Manager is authorized to execute the attached contract for insurance brokerage services with Adams & Associates, to procure quotes for the purchase of excess loss and uninsured motorist insurance coverages for the City's self-funded tort liability program.

Approved this 21st day of June, 2000.

**ORIGINAL
STAMPED IN RED**

Requested by:



Mayor

Approved by:



City Manager

Approved as to form:

ATTEST:



City Attorney



City Clerk

Introduced: 6/21/2000
Final Reading: 6/21/2000

Original - walked up
to legal on 7/10/00
Q80

CONTRACT # 005150-119

This contract made this ___ day of June, 2000, by and between Adams & Associates International, hereinafter A&AI, and The City of Columbia, hereinafter The City.

1. **SCOPE OF SERVICES** - The City hereby retains A&AI to provide insurance brokerage services to assist The City in obtaining quotes for excess loss and/or uninsured motorist insurance coverages for The City's self-funded tort liability program.

A&AI shall provide the following services:

- a) Develop specifications for the placement of insurance coverages for excess insurance and uninsured motorist coverage on behalf of with insurance companies, evaluate quotations, place insurance and maintain the policies and programs;
 - b) Provide joint effort coordination with The City in developing the specifications for the purpose of insurance coverage placement of excess insurance and uninsured motorist coverage;
 - c) Obtain and provide quotes, contracts, rating worksheets on all insurance proposals received; and the projected ultimate net cost to The City; and provide financial ratings and evaluate the services of the insurance companies;
 - d) At the direction of The City, conduct with or on behalf of The City, all negotiations with insurance underwriters relating to proposals, issuance, maintenance of policies audits, premium reports, billing and all matters and services customarily handled by insurance agents; and,
 - e) Establish a billing method that is compatible with The City's accounting procedures.
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2. **TERM OF CONTRACT** - The term of this contract shall be from **July 1, 2000 through June 30, 2002, unless terminated sooner under Section 12 hereof** with the City having the option to renew for two additional one year terms.

 3. **FEE FOR SERVICES** - A&AI will not receive any fee or payment under this contract unless The City purchases a policy of excess of loss and/or uninsured motorist coverage. A&AI will be paid the greater of the following if The City purchases a policy of insurance:
 - a) 15% of the most competitive quote received by A&AI from the carriers solicited;
or
 - b) \$25,000 annually.

4. **TERMS OF PAYMENT** - The City agrees to pay A&AI in conjunction with and equal in percentage to insurance premium installments; however The City reserves the right to pay in one annual lump sum. These installments will be no less frequent than quarterly with the first installment due on the day coverage is to be effective. A&AI agrees to supply The City with an invoice with each request for payment and any documents The City may request in order to audit the submitted invoice.
5. **ETHICS IN PUBLIC CONTRACTING** - A&AI agrees to comply with the provisions of S.C. Code Section 8-13-100 et seq. and certifies that its proposal was made without fraud; that it has not offered or received any kickbacks or inducements from any other A&AI, supplier, manufacturer, or subcontractor in connection with the proposal; and that it has not conferred on any public employee, public member, or public official having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit or money services, or anything of more than nominal value. A&AI further certifies that no relationship exists between itself and A&AI, another person, or organization that interferes with fair competition or constitutes a conflict of interest with respect to a contract with The City.
6. **NON-DISCRIMINATION** - During the performance of this Contract, A&AI agrees to take affirmative action in complying with all Federal, State and local requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.
7. **INDEMNIFICATION** - A&AI agrees to indemnify, defend, hold harmless and reimburse The City, its agents, and employees from and against any and all losses, liabilities, expenses, and all requests for payment of damages of any nature whatsoever relating to or arising out of any action or failure to act or violation of any federal, state or local law, ordinance, rule or regulation, by A&AI, its subcontractors, officers, agents, and employees, or relating to or arising out of the performance or failure to perform by A&AI, its subcontractors, officers, agents, and employees of any of the obligations under the contract. Losses, liabilities, expenses and claims for damages shall include, but not limited to, civil and criminal fines and penalties, loss of use and/or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees for an appeal. A&AI shall not be responsible for any liability attributable to the negligence by The City or its employees pertaining to the services provided for by A&AI. However, the burden is upon A&AI to prove, by clear and convincing evidence that The City or its employee is responsible.

A&AI shall promptly notify The City of any civil or criminal actions filed against A&AI or of any notice of violation from any federal, state or local agency or of any claim as soon as practical as relates to the services provided. The City, upon receipt of such notice,

shall have the right at its election to defend any and all actions or suits or join in the defense.

8. **LICENSES, PERMITS AND TAXES** - A&AI agrees to obtain and maintain required licenses and permits with regard to any business transaction that requires such. All costs for required permits, licenses and taxes shall be borne by A&AI.
9. **DUTY TO CONFIDENTIALITY** - The City and A&AI agree to keep any information, either written, verbal or other, confidential and considers any information marked "confidential" proprietary and will obtain written approval to share this information with necessary persons or entities.
10. **RESPONSIBILITY FOR PERFORMANCE** - A&AI assumes responsibility for the performance of the services herein and will act as an independent contractor and will not act as The City's agent or employee.
11. **OWNERSHIP OF DATA** - All data or other information generated or used by A&AI, in any form whatsoever, is the property of The City and shall not be used by A&AI for any purpose whatsoever except to perform the requested services.
12. **TERMINATION** - The City reserves the right to terminate this Contract upon written notice to A&AI at any time upon any of the following grounds:
 - a) Failure of The City to appropriate funds in its budget to pay A&AI for the requested services; or
 - b) A&AI's failure to perform any of the services required in this Contract.
 - c) For the convenience of The City, in The City's discretion for any reason whatsoever. In the event the contract is wrongfully terminated under any of the other grounds enumerated herein, termination shall be treated as a termination for convenience. If the contract is terminated for convenience, or wrongfully terminated upon any of the other grounds enumerated herein, A&AI's sole and exclusive remedy is to be compensated for services rendered up to the date of termination calculated on a per diem basis using a 365 day calendar year.
13. **WHOLE AGREEMENT** - Any modifications to this Contract must be done in writing and signed by A&AI and The City. This Contract supersedes all prior written or oral agreements or proposals between the parties, regarding the subject matter of this contract.
14. **STATE LAW APPLICABLE** - The contract shall be construed in accordance with the laws of the State of South Carolina. A&AI agrees to subject itself to the jurisdiction and venue

of the Circuit Courts in Richland County, State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof. The City may seek attorneys fees and A&AI agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, A&AI.

15. **NOTICE** - Any written notifications shall be made by The City and A&AI via United States Mail, certified, postage prepaid and addressed to:

A&AI:
Adams & Associates International, LTD.
ATTN: _____
1100 Shirley Street
PO Box 5845
Columbia, SC 29250-5845

The City:
City of Columbia
ATTN: City Manager
PO Box 147
Columbia, SC 29217

and

City of Columbia
ATTN: City Attorney
PO Box 667
Columbia, SC 29202

16. **BREACH/WAIVER** - The failure of A&AI or The City to insist upon strict performance of any provision of this Contract shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Contract at any time. Waiver of any breach of this Contract by A&AI or The City shall not constitute waiver of a subsequent breach.
17. **SEVERABILITY** - In the event any provision of this Contract is determined to be void or unenforceable, all other provisions shall remain in full force and effect.
18. **THE CITY'S OBLIGATION TO PURCHASE** - The City shall not be obligated to purchase insurance coverage or pay for insurance coverage under this Contract unless and until coverage is ordered and delivered, and the quantities may be increased or decreased as required. Should The City decide to defer the purchase of insurance, it is agreed and understood that any purchase of similar insurance within two years following 7/1/2000 will be placed with A&AI.
19. **ASSIGNMENT AND SUBLETTING** - It is further understood and agreed between the parties hereto that all of the conditions and provisions in this Contract shall extend to

and bind the legal representatives, successors and assigns of the respective parties. Neither party to this Contract shall assign or transfer their interest in this Contract without the prior written consent of the other party shall be void, and of no force or effect.

City of Columbia

By: Michael D. Beir

Title: _____

Date: _____

Witness to above:

Margaret V. McMurray
Peggy S. Breeland

Adams & Associates International, LTD.

By: _____

Title: _____

Date: _____

Witness to above:

