

CITY CLERK  
ORIGINAL

C-7637-2  
07/27/2012



July 27, 2012

Mr. Gordon DesCombes  
ALLIANT INSURANCE SERVICES, INC.  
Executive Vice President  
1301 Dove Street, Suite 200  
Newport Beach, CA 92660

Re: Agreement for Professional Insurance Broker Services and Property Insurance  
City of Glendale, Arizona Contract No. C-7637

Dear Mr. DesCombes:

It has come to my attention that there may be some confusion with respect to the number of extensions allowed for in the above-referenced Agreement. The City's Request for Proposal 11-15 anticipated an initial one-year term with an option to extend the term an additional five years, renewable on an annual basis. However, the Agreement listed the term with only one additional year as follows:

14. Term. The term of this Agreement commences upon the effective date and continues for a one year initial period. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement an additional one year, renewable on an annual basis. ..."

So that the term of the Agreement is consistent with the Exhibit B (Compensation) wherein it sets the flat brokerage services fees for Years 1 through 5, the City would like to correct Section 14 to read as follows:

14. Term. The term of this Agreement commences upon the effective date and continues for a one year initial period. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement an additional one ~~four~~ years, renewable on an annual basis. ..."

If you concur, please initial where indicated on the enclosed Page 9 of the Agreement. Since we were correcting the term provision, we also noticed that the notice provision needed to be corrected/updated. We have also enclosed Page 8 which requires your initials approving the revised notice provision.

You may return one set of the revised Pages 8 and 9 in the enclosed stamped, self-addressed envelope. If you have any questions, please do not hesitate to give me a call. I may be reached at (623) 930-2920.

Sincerely,

  
Andrew J. Jennings  
Risk Manager

AJJ/chw

Enclosures

- (A) The Notice is in writing; and
- (B) Delivered in person or by private express overnight delivery service (delivery charges prepaid), certified or registered mail (return receipt requested).
- (C) Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
  - (1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier on or before 5:00 p.m.; or
  - (2) As of the next business day after receipt, if received after 5:00 p.m.
- (D) The burden of proof of the place and time of delivery is upon the Party giving the Notice.
- (E) Digitalized signatures and copies of signatures will have the same effect as original signatures.

11.2 **Representatives.**

- (A) Contractor: Contractor's representative (the "Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

Alliant Insurance Services, Inc.  
 Attn: Gordon Descombes  
 Executive Vice President  
 1301 Dove Street, Suite 200  
 Newport Beach, California 92660 92660



- (B) City: City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale  
 c/o Materials Management  
 Attn: Brian Guzzi-Robert Schoepe  
 6829 North 58<sup>th</sup> Drive, Suite 202 5850 West Glendale Avenue  
 Glendale, Arizona 85301



With required copy to:

City Manager City of Glendale 5850 West Glendale Avenue Glendale, Arizona 85301	City Attorney City of Glendale 5850 West Glendale Avenue Glendale, Arizona 85301
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- (C) Concurrent Notices.

- (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
- (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.
- (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

- (D) Changes. Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this Section at least ten days prior to the change.
12. **Financing Assignment**. City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.
13. **Entire Agreement; Survival; Counterparts; Signatures.**
- 13.1 **Integration**. This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.
- (A) Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- (B) Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- (C) The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums, the response or any excerpts attached as Exhibit A, and this Agreement will be resolved by the terms and conditions stated in this Agreement.
- 13.2 **Interpretation**.
- (A) The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- (B) The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- (C) The Agreement will be interpreted in accordance with the laws of the State of Arizona.
- 13.3 **Survival**. Except as specifically provided otherwise in this Agreement each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.
- 13.4 **Amendment**. No amendment to this Agreement will be binding unless in writing and executed by the parties. Electronic signature blocks do not constitute execution for purposes of this Agreement. Any amendment may be subject to City Council approval.
- 13.5 **Remedies**. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.
- 13.6 **Severability**. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform to applicable law.
- 13.7 **Counterparts**. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.
14. **Term**. The term of this Agreement commences upon the effective date and continues for a one year initial period. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement an additional one four years, renewable on an annual basis. Contractor will be notified in writing by the City of its intent to

