

BROKER SERVICES AGREEMENT
between
Alliant Insurance Services, Inc.
and
Ventura County Transportation Commission

I. PARTIES.

The PARTIES to this BROKER SERVICES AGREEMENT are **Ventura County Transportation Commission (VCTC)** and **Alliant Insurance Services, Inc. (ALLIANT)**.

II. AGREEMENT.

In consideration of the payments and covenants specified in this AGREEMENT, ALLIANT shall perform the SERVICES described herein.

III. DEFINITIONS.

When used throughout this AGREEMENT, capitalized terms, whether in the singular or in the plural form, shall have the meanings ascribed to them at their first occurrence. In addition, the following terms, when capitalized, whether in the singular or in the plural form, shall have the meanings set forth below:

- A. ALLIANT** – Alliant Insurance Services, Inc.
- B. VCTC** – Ventura County Transportation Commission.
- C. AGREEMENT** – This Broker Services Agreement, its addendums, exhibits, and/or attachments, and any written changes that are agreed upon by the PARTIES.
- D. COMPENSATION** – Remuneration paid to ALLIANT as consideration for its SERVICES performed under this AGREEMENT, which shall be in the form of either a FEE and/or COMMISSION.
- E. FEE** – Annual remuneration paid by VCTC directly to ALLIANT for SERVICES (does not include COMMISSION).
- F. COMMISSION** – Remuneration paid by VCTC’S insurance carriers (or excess pools) directly to ALLIANT.
- G. PARTY** – VCTC or ALLIANT.
- H. PROGRAM** – The categories of risk and insurance placed on behalf of VCTC and SERVICE provided under the scope of this AGREEMENT and listed in **Addendums A and C**.

- I. SERVICE** – Any and all obligations of ALLIANT to be performed pursuant to this AGREEMENT.
- J. KEY PERSONNEL** – Those individuals on the account service team, designated in the attached **Addendum B**, who are responsible for the ALLIANT's role provided for under the Section IV, SCOPE OF SERVICE.

IV. SCOPE OF SERVICE.

Upon VCTC's request, ALLIANT shall perform the following SERVICES for the categories of risk and insurance identified in the attached **Addendums A and C**:

- A.** Develop and recommend insurance and other risk financing or loss funding PROGRAMS, techniques, and methods.
- B.** Assist client in developing underwriting information. Structure offerings to insurers and secure, when reasonably available, a PROGRAM as desired by VCTC with financially acceptable insurance companies, or other pooling programs providing the balance of coverage scope, cost, and services selected by the VCTC.
- C.** Negotiate and review insurance wording for PROGRAM contracts to meet the specific needs of VCTC.
- D.** Review marketing plan with VCTC prior to approaching insurers on any PROGRAM.
- E.** Review insurance policies, binders, certificates, and other documents related to the PROGRAM for accuracy and obtain revisions in such documents when needed.
- F.** Monitor the PROGRAM to assure its continuing balance of coverage scope, cost, service, and stability.
- G.** Prepare written reports to VCTC management to include:
 - 1.** Reports as needed of pending rate, coverage, or renewal problems including significant changes in the financial status of major insurers, reinsurers, and other entities providing services for PROGRAM. At least ninety (90) days prior to PROGRAM anniversary, prepare a written report stating anticipated renewal terms and conditions, and other indications of market conditions, trends, and anticipated changes,
 - 2.** Not more than ninety (90) days after renewal, deliver a comprehensive annual summary report outlining the PROGRAM for use in the VCTC's annual report. Such report shall contain the following information:

(a) Recapitulation of PROGRAM'S cost for current and preceding years.

(b) Summary of coverages and other PROGRAM terms and conditions.

H. Provide additional broker services as agreed upon by the PARTIES.

I. ALLIANT'S goal is to procure insurance for VCTC with underwriters possessing the financial strength to perform. To that end, ALLIANT regularly reviews publicly available information concerning an underwriter's financial condition. ALLIANT does not, however, guarantee the solvency of any underwriters with which insurance or reinsurance is placed and VCTC recognizes and agrees that ALLIANT maintains no responsibility for any loss or damage occasioned by reason of the financial failure or insolvency of any insurer. ALLIANT encourages VCTC to review the publicly available information collected by ALLIANT to enable VCTC to make the ultimate decision of accepting or rejecting a particular underwriter.

J. Deliver binders or other evidences of insurance within ten (10) calendar days after the placement of any insurance under the PROGRAM to be effective until such time as the policy or policies for the placement are received by VCTC from the insurance carriers. Such binders shall be signed by an authorized agent or employee of the insurance carrier.

K. The ALLIANT shall use best efforts to secure a correct policy or policies within sixty (60) days of placement of any insurance under the PROGRAM.

L. The ALLIANT shall not be responsible for the failure of VCTC to make premium payments.

M. ALLIANT shall report initial claims to carriers as requested by VCTC, and monitor losses on an ongoing basis to assist VCTC in an advocacy role with insurers.

V. COMPENSATION

A. Annual Fee Caps. With respect to the categories of risk and insurance identified in the attached Addendum A, and the SERVICES described herein, it is agreed that ALLIANT shall receive COMMISSION to a maximum of \$20,000 and with a minimum of \$16,000 . Any mutually agreed extensions to this AGREEMENT, and the **TERM** listed, shall include negotiation of the COMPENSATION prior to the expiration of the then current term.

Additional charges for Alliant Loss Control and Appraisal Services (assuming VCTC is not a participant in an Alliant program where such costs are paid for or subsidized by the program) will be billed at the typically rate of \$150 per hour, plus reimbursement for reasonable travel.

1. Changes in SERVICES. The COMPENSATION is subject to adjustment if VCTC creates a new PROGRAM other than those listed in **Addendums A and C**, requests a change in SERVICE or if the VCTC'S size or organization changes to alter the time involved in the SERVICE. Tasks or functions that are not presently included in the SERVICES may be available on a "per service basis" for a separate fee .

2. Early Cancellation. If this AGREEMENT is terminated or canceled mid-year, and within the first three hundred (300) days of the PROGRAM year, then the FEE shall be prorated with a minimum of fifty percent (50%) deemed earned. The FEE shall be deemed fully earned if termination occurs after three hundred one (301) days of the PROGRAM year. In the event of a mid-term termination of this AGREEMENT by either PARTY, all excess COMPENSATION will be paid to VCTC within sixty (60) days of the date of termination.

3. Fee Credit. During this AGREEMENT, ALLIANT shall disclose in writing any COMMISSIONS received by ALLIANT in connection with any insurance placements on behalf of VCTC ("VCTC PLACEMENTS"). The FEE for the operative PROGRAM year shall be reduced by the amount of any COMMISSIONS received by ALLIANT for VCTCPLACEMENTS made during that year. In the event such COMMISSIONS, plus FEES pre-paid by VCTC exceed the total FEE for the PROGRAM year, ALLIANT shall reimburse VCTC for the excess payment it made. Alternatively, at the VCTC'S request, any excess FEE paid by VCTC during a PROGRAM year may be carried forward and applied against any future FEE due to ALLIANT by VCTC during any subsequent periods that this AGREEMENT is in effect.

4. Payment. The FEE shall be paid annually within thirty (30) days of the anniversary date of this AGREEMENT and, if necessary, adjusted thirty (30) days prior to the anniversary date.

B. Commissions. COMMISSIONS shall be collected as agreed by both Parties in writing.

C. Disclosures.

1. Exclusions. COMMISSIONS for Special Events, Notary Bonds and Vendor/Contractor Liability Programs are not included in the annual

FEE or COMPENSATION, as coverage is provided to third party individuals.

2. Transparency and Disclosure. During the term of this AGREEMENT, ALLIANT will annually disclose any commissions received by ALLIANT, or any affiliated company, in connection with any insurance placements on behalf of VCTC under ALLIANT'S "Transparency and Disclosure" policy, a copy of which is made available upon request. Pursuant to its policy, Alliant will conduct business in conformance with all applicable insurance regulations and in advancement of the best interests of its clients. In addition, ALLIANT'S conflict of interest policy precludes it from accepting any form of broker incentives that would result in business being placed with carriers in conflict with the interests of ALLIANT'S clients.

3. Other Alliant Services.

(a) Alliant Specialty Insurance Services (ASIS). In addition to the COMPENSATION that ALLIANT receives, its related entity, Alliant Specialty Insurance Services (ASIS) and its underwriting operations, Alliant Underwriting Services (AUS), may receive compensation from ALLIANT and/or carriers for providing underwriting services. The financial impact of the compensation received by ASIS is a cost included in the premium. Compensation received by ASIS will be disclosed in writing to VCTC and is agreed to by VCTC as part of the premium. VCTC further acknowledges that ALLIANT and ASIS maintain an arm's length relationship. VCTC understands that while ALLIANT represents VCTC as an individual entity, ASIS independently administers its program as a whole and not on behalf of any particular member.

(b) Alliant Business Services (ABS); Strategic HR. Additionally, ALLIANT'S internal operating groups, Alliant Business Services (ABS) and/or Strategic HR, may receive compensation from ALLIANT and/or carriers for providing designated, value-added services. Services contracted for by the VCTC directly will be invoiced accordingly. Otherwise, services will be provided at the expense of ALLIANT and/or the carrier.

VI. TAXES & FEES, THIRD PARTY BROKERS AND INDIRECT INCOME.

- A. Surplus Lines Fees and Taxes.** In certain circumstances, placement of insurance services made by ALLIANT on behalf of VCTC, with the prior approval of VCTC, may require the payment of surplus lines assessments, taxes, and/or fees to state regulators, boards, and associations. Such assessments, taxes, and/or fees will be charged to VCTC and identified separately on invoices covering these placements. VCTC shall be responsible for all such assessments, taxes, and fees, whether or not separately invoiced. ALLIANT shall not be responsible for the payment of any such fees, taxes, or assessments, except to the extent such fees, taxes or assessments have already been collected from VCTC.
- B. Third Party Brokers.** ALLIANT may determine from time to time that it is necessary or appropriate to utilize the services of third party brokers (such as surplus lines brokers, underwriting managers, London market brokers, and reinsurance brokers) to assist in marketing the VCTC insurance PROGRAM. Subject to the provisions herein, these third party brokers may be affiliates of ALLIANT (e.g., other companies of ALLIANT that provide services other than those included within the SCOPE OF SERVICES of this AGREEMENT), or may be unrelated third party brokers. Compensation to such third party brokers will be paid by the insurance company out of paid insurance premiums.
- C. Indirect Income.** “INDIRECT INCOME” means insurance carrier contingency arrangements. ALLIANT will not accept these compensation incentives from insurers, including contingent commissions, market service agreements (MSA), volume-based commissions incentives and rebates on business placed on behalf of VCTC within the SCOPE OF SERVICE of this AGREEMENT.
- D. Premium Financing.**

VII. PERSONNEL.

ALLIANT agrees KEY PERSONNEL as listed in **Addendum B** will be responsible for performance of the SERVICES described herein. Should such personnel become unavailable to perform SERVICES for VCTC, ALLIANT agrees to replace, as soon as practicable, such personnel with individual(s) of comparable skills and experience as determined by ALLIANT’s evaluation and subject to VCTC’s right of reasonable refusal.

VIII. INSURANCE REQUIREMENTS.

- A. Coverage and Limits.** During the term of this AGREEMENT, ALLIANT shall maintain the following insurance coverage and limits or the equivalent self-insurance coverage:

1. Professional Liability insurance with minimum limits of \$1 million per claim providing coverage for any errors and omissions that the ALLIANT or its agents may make resulting in financial loss to VCTC;
 2. Commercial General and Automobile Liability insurance with limits of at least \$1 million combined single limit per occurrence and in the aggregate for bodily injury and property damage. The policies are to contain, or be endorsed to contain the following provisions:
 - (a) VCTC, its directors,, officers, managers, employees, agents, contractors and volunteers are to be covered as additional insureds with respect to liability arising out of the work or operations performed by the ALLIANT, or on behalf of the ALLIANT, or “any auto,” whether owned, leased, hired or borrowed by the ALLIANT.
 - (b) For any covered claims related to this AGREEMENT, the ALLIANT’S insurance coverage shall be primary insurance as respects VCTC, its directors, officers, managers, employees, agents, contractors and volunteers. Any insurance or self-insurance maintained by VCTC, or any of its members, shall be excess to the ALLIANT’S insurance and shall not contribute with it.
 3. Workers’ Compensation coverage in compliance with applicable law, and Employers’ Liability insurance in the amount of at least \$1 million per accident or aggregate.
 4. Excess Liability of at least \$4 million per occurrence (and in the aggregate) coverage over General Liability, Professional Liability, and Auto primary coverage.
- B. Cancellation/Non-renewal.** Each insurance policy required by this section shall be endorsed to state that coverage shall not be canceled or non-renewed by ALLIANT, except with thirty (30) days’ prior written notice by certified mail, return receipt requested, given to VCTC.
- C. Carrier Rating.** All insurance carriers providing the coverages required by this section shall have a financial rating of at least an “A-” published A.M. Best, or an equivalent financial rating firm. Published reports will be used to confirm the insurance carriers’ rating, unless the ALLIANT has obtained the VCTC’s written acknowledgment that an insurance carrier with a lower financial rating is permitted.
- D. Certificates of Insurance/Endorsements.** Upon request, ALLIANT shall also provide to VCTC certificates of insurance and copies of applicable endorsements evidencing the above coverages and limits, and will maintain these coverages during the term of this AGREEMENT.

- E. Ongoing Obligation.** The failure of the ALLIANT to procure and maintain the required insurance does not negate its obligation under this AGREEMENT to do so.

IX. OBLIGATIONS OF CLIENT.

VCTC will cooperate with the ALLIANT in the performance of the ALLIANT's duties by providing complete and accurate information as to VCTC'S loss experience, risk exposures, and any other pertinent information that the ALLIANT requests. VCTC shall promptly review coverage documents concerning the PROGRAMS delivered by the ALLIANT for consistency with VCTC's specifications. In addition, VCTC shall have the responsibility to keep record of and immediately report significant changes in exposures, loss-related data, and/or any other material changes to ALLIANT. This reporting must be memorialized in writing and delivered to Alliant in accordance with the notice provisions below.

X. CONFIDENTIALITY.

- A. Client Information.** ALLIANT will not disclose to any third party any of VCTC's confidential information, protected tangible or intangible property rights, intellectual property, or trade secrets ("VCTC INFORMATION") that are obtained in the course of providing SERVICES to VCTC and that are marked or stamped by VCTC as "confidential." Nothing in this AGREEMENT is intended to preclude ALLIANT from disclosing VCTCINFORMATION in the furtherance of insurance brokerage, risk management, risk transfer, employee benefits or other insurance related SERVICES or products provided by ALLIANT to VCTC so long as such insurers and financial institutions are informed of the confidential nature of such information. This information may include information relevant to the underwriting and/or evaluation of the VCTC'S risks and the processing of claims.
- B. Confidential Information.** The services and work product exchanged by the PARTIES under this AGREEMENT are to be used exclusively to carry out the terms, conditions, and purposes set forth herein. The PARTIES acknowledge that during the term of this AGREEMENT, they may each exchange information considered confidential, proprietary and/or trade secret including, without limitation, data, recommendations, proposals, reports and similar information, VCTCINFORMATION (as defined above), and work product (collectively, "CONFIDENTIAL INFORMATION"). For purposes of this AGREEMENT, the party disclosing CONFIDENTIAL INFORMATION shall be called the DISCLOSING PARTY and the party receiving CONFIDENTIAL INFORMATION shall be called the RECIPIENT PARTY. The PARTIES understand and agree that they will not distribute, use, or rely upon CONFIDENTIAL INFORMATION received from the other without the

permission of the DISCLOSING PARTY.

1. Ownership. Except as otherwise provided in this AGREEMENT, CONFIDENTIAL INFORMATION is and remains the absolute and exclusive property of the DISCLOSING PARTY and/or its affiliates, and is its unique and variable asset. Unless otherwise authorized by this AGREEMENT, no copies of CONFIDENTIAL INFORMATION shall be made without the written permission of the DISCLOSING PARTY. The PARTIES agree that, except as otherwise provided herein, they will not directly or indirectly communicate, divulge, or otherwise disclose any of the other's CONFIDENTIAL INFORMATION to any unauthorized person, firm, or corporation, and shall prevent, to the best of their ability, the unauthorized disclosure of such CONFIDENTIAL INFORMATION to others.

2. Exclusions. The following types of information shall not be considered confidential:

(a) Information in the public domain or that becomes a part of the public domain, other than as a result of a breach of the confidentiality provisions of this AGREEMENT;

(b) Information that is independently developed by either PARTY as demonstrated by the PARTY's records;

(c) Information that is disclosed by a third party whom the RECIPIENT PARTY has no reason to believe has any confidentiality or fiduciary obligation to the owner of such information; or

(d) Information that is required to be disclosed by law or judicial process, provided the disclosing party gives the non-disclosing party prior notice of subpoena or request for information so that the non-disclosing party can seek a protective order, or other appropriate injunctive relief.

C. Reasonable Efforts. The PARTIES agree to employ reasonable and customary business practices to protect and secure both VCTC INFORMATION and CONFIDENTIAL INFORMATION from unauthorized release or distribution and to limit access and usage of such information to those employees, officers, agents, and representatives who "need to know" in order to provide the products and SERVICES under this AGREEMENT. The PARTIES further agree that those employees, officers, agents, and representatives who are privy to VCTC INFORMATION and/or CONFIDENTIAL INFORMATION shall be informed about the confidential nature of the information and required to maintain its confidentiality as provided under this AGREEMENT.

- D. Survival.** The PARTIES agree that the obligations contained herein shall survive the termination of this AGREEMENT, for a period of two (2) years, to the extent allowed by law.

XI. DISASTER RECOVERY; CONTINUITY.

ALLIANT agrees that it has a disaster recovery plan in place that is intended to secure, and if necessary, restore information adversely affected by a security breach, force majeure or natural disaster. In addition, ALLIANT will make commercially reasonable efforts to ensure that, at all times, it has a sufficient number of trained personnel on hand to meet its obligations under this AGREEMENT including in the event of a force majeure, natural disaster, or pandemic.

XII. ETHICS AND CONFLICT OF INTEREST STATEMENT.

ALLIANT shall conduct its business so as to fulfill all legal and ethical requirements, and standards of the industry and the applicable state(s) in which SERVICES are rendered, and shall place the best interests of VCTC ahead of any other concerns in the placement of insurance services and products. To this end, ALLIANT:

- A.** Will adhere to its ethical obligations to VCTC to deliver honest, competitive, and meaningful service and advice on the placement of any insurance products, services, or coverages, and to provide access to an open, fair, and competitive insurance market place;
- B.** Will exercise due diligence in making a full and complete disclosure of all quotes and declinations from all markets contacted for each specific line of coverage, including the date and time of contact and the name, address, phone number and, to the extent available, email address of the individual contact for each market;
- C.** Will make every good faith attempt to avoid even the appearance of a conflict of interest between the ALLIANT, VCTC and any provider of any insurance product or service, and will promptly notify VCTC of any real or potential conflict of interest;
- D.** Agrees to provide to VCTC a copy of ALLIANT'S own Ethics Statement or Code, or ALLIANT's Compliance Statement, or to make such statements available on the ALLIANT's website; and
- E.** Will request that all insurance carriers show any commission rates on their insurance policies and will otherwise ensure those rates are known to VCTC.

XIII. TERM.

The term of this AGREEMENT shall be effective from November 20, 2012 and ending 12:01 a.m. November 20 2014 (i.e., three years), unless cancelled pursuant to termination provisions set forth herein. VCTC shall have an option to extend this AGREEMENT for three additional one-year periods, exercisable by VCTC by notifying ALLIANT of such extension ninety (90) days prior to the anniversary date. This AGREEMENT shall have an anniversary date each November 20th, for the purpose of reviewing COMPENSATION and optional extensions.

XIV. TERMINATION.

This AGREEMENT may be cancelled by either PARTY any time upon ninety (90) days' advance written notice delivered or mailed to the other PARTY in accordance with the notice provisions set forth herein. In the event of termination or expiration of this AGREEMENT, ALLIANT will provide VCTC with reasonable assistance in arranging a smooth transition to another broker. Except for this transition assistance, ALLIANT'S obligation to provide SERVICES to VCTC will cease at 12:01 a.m. upon the effective date of termination or expiration.

XV. NONASSIGNABLE.

This AGREEMENT is binding upon the PARTIES hereto and their respective successors by merger, sale, consolidation, or reorganization. This AGREEMENT is otherwise personal to the PARTIES and cannot be assigned or delegated without prior written consent of the other PARTY.

XVI. MATERIAL CHANGE.

In the event that VCTC operations change substantially by merger, acquisition, expansion, or other material change, thus changing the scope and nature of exposures, losses, and/or insurance program(s), the PARTIES will negotiate in good faith to revise this AGREEMENT'S compensation arrangement as appropriate. It is agreed and understood that a material change shall include a change in existing coverage or limits, and/or lines of coverage.

XVII. RELATIONSHIP OF THE PARTIES.

At all times and for all purposes, the relationship between the PARTIES is intended to be that of independent contractors and there is no intent to create a joint venture relationship, and any person representing ALLIANT, shall be an independent contractor to VCTC, and the AGREEMENT shall not in any way be construed as a contract of employment between VCTC and ALLIANT'S agents. In addition, the PARTIES agree that, except as otherwise provided herein, VCTC shall not be obligated for any expense incurred by ALLIANT in rendering SERVICES, or by engaging in any other transaction or conduct arising out of this AGREEMENT.

XVIII. OWNERSHIP OF BOOKS AND RECORDS.

The PARTIES shall each maintain normal business records related to all business generated under this AGREEMENT. Upon reasonable request, and subject to the confidentiality provisions set forth herein, the PARTIES may each obtain from the other copies of all policyholder documents, including but not limited to policies, binders, certificates, endorsements, underwriting submissions/applications, and loss data in the other's possession, custody, or control with respect to all business generated under this AGREEMENT.

XIX. INDEMNIFICATION.

- A.** In the event that ALLIANT, its agents, employees, representatives, or assigns, negligently or intentionally violate any law or regulation, any provision of the AGREEMENT, or any written rule, regulation, policy, procedure or similar instruction under the PROGRAM, ALLIANT shall indemnify, defend, and hold VCTC harmless from and against all loss and damage, including any reasonable costs or expenses (including attorney's fees), incurred by VCTC in connection with such conduct.
- B.** In the event that VCTC, its directors, officers, managers, employees, agents, contractors and volunteers, negligently or intentionally violate any law or regulation, or any provision of the AGREEMENT, VCTC shall indemnify, defend, and hold ALLIANT harmless from and against all loss and damage, including any reasonable costs or expenses (including attorney's fees), incurred by ALLIANT in connection with such conduct.

XX. NOTICE.

All notices, requests, and other communications given under this AGREEMENT, shall be in writing and deemed duly given: (a) when delivered personally to the recipient; (b) one (1) business day after being sent to the recipient by reputable overnight courier service (charges prepaid); (c) five (5) business days after being sent by U.S. certified mail (charges prepaid); or (d) one (1) business day after being sent to the recipient by fax or email transmission. Except as otherwise provided herein, all

notices, requests or communications under this AGREEMENT shall be addressed to the intended recipient as set forth below:

To VCTC:

Ventura County Transportation Commission
950 County Square Drive, Suite 207
Ventura, CA 93003
Attn.: Sally DeGeorge, Finance Director

To ALLIANT:

Alliant Insurance Services
100 Pine Street, 11th Floor
San Francisco, CA 94111
Attn.: Seth Cole, FVP

XXI. WAIVER.

No provision of this AGREEMENT shall be considered waived, unless such waiver is in writing and signed by the PARTY that benefits from the enforcement of such provision. No waiver of any provision in this AGREEMENT, however, shall be deemed a waiver of a subsequent breach of such provision or a waiver of a similar provision. In addition, a waiver of any breach or a failure to enforce any term or condition of this AGREEMENT shall not in any way affect, limit, or waive a PARTY'S right under this AGREEMENT at any time to enforce strict compliance thereafter with every term and condition of this AGREEMENT.

XXII. ENTIRE AGREEMENT MODIFICATION.

This AGREEMENT contains the entire agreement between the PARTIES and supersedes and replaces all previous agreements or contracts on the subject matter described herein. The AGREEMENT can be modified only by a written amendment signed by both PARTIES. This AGREEMENT shall be governed by the laws of the State of California without regard to any conflict of law provisions.

XXIII. SEVERABILITY.

If any term, covenant, condition, or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

XXIV. APPLICABLE LAW.

This AGREEMENT has been executed and delivered in the State of California, and the validity, enforceability, and interpretation of any of its provisions shall be determined and governed by the applicable laws of this state.

XXV. DISPUTE RESOLUTION.

Any dispute arising under the terms of this AGREEMENT that is not resolved within a reasonable period of time by authorized representatives of the PARTIES

shall be brought to the attention of the Chief Executive Officer (or designated representative) of the ALLIANT and the Chair (or designee) of the VCTC for joint resolution. At the request of either PARTY, the VCTC shall provide a forum for discussion of the disputed item(s). If resolution of the dispute through these means is pursued without success and upon the PARTIES' mutual agreement, such dispute may be submitted to final and binding arbitration, or either PARTY may elect to and pursue any rights and remedies by legal action. In any dispute arising out of or under the terms of this AGREEMENT, the prevailing PARTY shall be entitled to recover its legal fees and costs from the other PARTY to the extent allowed by applicable law. Any such arbitration or legal action shall be venued in (CITY), California, unless the PARTIES mutually agree in writing to another location. Despite an unresolved dispute, the ALLIANT shall continue without delay to perform its responsibilities under this AGREEMENT. The ALLIANT shall keep accurate records of its SERVICES in order to document the extent of its SERVICES under this AGREEMENT.

XXVI. HEADINGS AND CONSTRUCTION.

The PARTIES agree that the headings and sections of this AGREEMENT are used for convenience only and shall not be used to interpret the provisions herein. The PARTIES also agree that the terms of this AGREEMENT were jointly negotiated and each has had an opportunity to review and discuss each provision with legal counsel, to the extent desired. Therefore, the normal rule of construction that construes any ambiguities against the drafting party shall not be employed in the interpretation of this AGREEMENT.

IN WITNESS WHEREOF, VCTC and ALLIANT have hereby executed this AGREEMENT on this _____ day of 2012.

Ventura County Transportation Commission

Alliant Insurance Services, Inc.

By: _____

By: _____

Darren M. Kettle

Michael L. Simmons

Executive Director

Vice Chairman, Public Entities

APPROVED AS TO FORM:

Steven T. Mattas, General Counsel VCTC

Date

ADDENDUM A

ALLIANT agrees to provide SERVICES to the following PROGRAMS of VCTC:

- 1.** Property & EDP;
- 2.** General Liability;
- 3.** Excess Liability;
- 4.** Crime Policy;
- 5.** Public Entity Errors & Omissions and Employment Practices Liability.

It is understood and agreed that VCTC may obtain additional services and/or Products or programs from ALLIANT for additional PROGRAMS. VCTC and ALLIANT shall agree, in writing, the SCOPE OF SERVICE and COMPENSATION in advance of ALLIANT's performance and delivery.

ADDENDUM B

Team Coordinator/Account Executive

* Mr. Seth Cole

Account Manager

* Mr. Matt McManus

Marketing and Risk Management Specialists

Mr. Seth Cole
Mr. Matt McManus
Mr. Dennis Mulqueeney

Claims Services:

Mr. Robert Frey

Account Management

Ms. Armi Vega

*Denotes KEY PERSONNEL

ADDENDUM C

ALLIANT agrees to perform the services to CLIENT as set forth in Ventura County Transportation Commission's Request for Proposals for Professional Insurance Brokerage Services SCOPE of WORK as follows:

The Commission is seeking proposals for an insurance broker for its general liability and property insurance coverage. In order to implement the program, the insurance broker will be expected to:

- Assign experienced staff to assess the Commission's operational risks and provide recommendations regarding the appropriate types of insurance, the levels of coverage necessary to protect the Commission from reasonable risks, the levels of deductible for each policy to provide the best balance of risk limitation and lower premium and such other factors as the broker shall recommend.
- Based on the insurance coverage selected by the Commission, organize, develop, present the Commission insurance coverage requirements to insurance vendors and obtain price quotes from responsible insurers for that coverage. Evaluate those quotes and present the package of insurance policy terms, conditions and premiums to the Commission that best reflect the goals and objectives of the Commission.
- Represent the Commission, as directed, in any negotiations with insurers or prospective insurers and other parties regarding insurance matters.
- Act as the liaison and advocate for the Commission with underwriters and claims staff.
- Assist VCTC with establishing proper insurance requirements in contracts.
- Verification of insurance policies, checking policy wording to ensure the Commission has received desired coverage in compliance with the specifications.
- Issue evidence of enrollment, certificates of insurance, and insurance policies to all insured parties and as needed to third parties.
- Answer coverage and program questions from the Commission and/or its consultants or contractors in a timely manner.
- Be responsible for notifying the Commission of invoicing of premiums for all outstanding policies to assure that no policy lapses inadvertently.
- Assess insurance company stability, solvency and service records.

- Meet with the Commission at least annually and/or as requested to audit existing Commission insurance policies to determine adequacy of coverage/value of insurables and limits, appropriate deductible levels, overlap or gaps in coverage, restrictions in coverage, and notify the Commission of any new developments in the industry or markets generally that affect the Commission in any way or that impact the insurance coverage or policies sought by the Commission.
- Upon request, provide timely, verbal or written interpretation of coverage.
- The primary account representative and other account team members for the insurance broker shall be reasonably available to the Commission and its staff to address questions related to this account.
- Provide such other services related to the insurance coverage as the Commission may reasonably request.
- Work with current insurance broker to transfer agency information, insurance coverage and other items as needed for a smooth transition.