

**REQUEST FOR PROPOSALS**

**ACTUARIAL SERVICES RELATED TO WORKERS  
COMPENSATION LIABILITY POOL**

**FOR**

**THE CITIES GROUP JOINT POWERS AUTHORITY**

---

RETURN PROPOSALS TO:

Paul Chrisman, Chief Executive Officer  
[pchrisman1@citiesgroup.net](mailto:pchrisman1@citiesgroup.net)

with copy to

Jenny Liu, Board President  
[JLiu@cityofsancarlos.org](mailto:JLiu@cityofsancarlos.org)

**DEADLINE FOR SUBMITTALS:**  
**5:00P.M. on February 14, 2025**

REQUEST FOR PROPOSALS  
ACTUARIAL SERVICES RELATED TO WORKERS COMPENSATION LIABILITY POOL  
FOR THE CITIES GROUP JOINT POWERS AUTHORITY

**I. BACKGROUND AND HISTORY**

The San Mateo County Cities Insurance Group (“the Cities Group”) was formed by Joint Powers Agreement on October 5, 1978, for the purpose of allowing its members to pool resources to fund and administer their workers’ compensation programs. The Cities Group is currently comprised of six member agencies: the City of Foster City, the City of San Carlos, the City of Half Moon Bay, the City of Dublin, the Town of Atherton, and the Town of Hillsborough. The Cities Group also administers workers’ compensation claims on behalf of the San Mateo County Transit District (SAMTRANS) on a contract basis.

The Joint Powers Agreement, which governs the operation of the Cities Group, provides that any member agency can withdraw from the Cities Group as of July 1, after giving notice of its intent to withdraw by the preceding January 1. The withdrawing agency is required to leave a fund balance with the Cities Group that is in excess of if existing liabilities, as valued upon the date of the withdrawal, in a ratio equal to the ratio of the remaining member agencies, but in no case less than 1.5 times the value of the existing liabilities.

The Cities Group Bylaws provide an alternative method of withdrawal, whereby the withdrawing agency assumes all existing and future claim liability as part of its withdrawal. If this method is used, the withdrawing agency is either refunded any equity it has in the Cities Group (i.e. any unincumbered claim balance and/or reserve contributions) or, in the event that the withdrawing agency’s total equity is less than zero, the withdrawing agency must pay the Cities Group an amount that brings its equity to zero as of the withdrawal date.

One of the Member Agencies issued a Withdrawal Notice on November 14, 2024, indicating its intent to withdraw from the Cities Group on July 1, 2025. The pending withdrawal has led to concern about the financial viability of the Cities Group beyond the date of withdrawal. In response to the Withdrawal Notice, four of the five remaining member agencies also issued withdrawal notices to allow them the option to withdraw from the Cities Group on July 1, 2025.

The Cities Group Joint Powers Agreement also includes a provision that allows for the dissolution of the Cities Group upon the unanimous vote of its membership. If the Cities Group is dissolved, each member agency must remain a member of the Cities Group until all of the Group’s obligations and liabilities have been resolved, unless they execute an agreement with the Group to either pay off all of its outstanding individual liabilities or take responsibility for its outstanding claims.

The Cities Group now requires actuarial services to value the accrued liabilities of each of its members to assist the membership in assessing the financial implications of each member agency withdrawing from the Cities Group and/or dissolving the Cities Group. As optional, add-on work, the Cities Group also invites proposals to provide accounting services to assist in calculate the equity-to-liability ratios of each member agency.

**II. SCOPE OF WORK TO BE PERFORMED**

The primary work to be performed will occur in two phases, which will include but may not necessarily be limited to the tasks identified below. The Consultant will provide the Cities Group a report summarizing its work at the end of Phase 1, and a second report at the end of Phase 2. For firms qualified to also provide accounting services, the “Add-On” work detailed below may also be included in the Consultant’s contract. Proposers are invited, but not required, to include the Add-On work in their proposals.

#### Phase 1 – Preliminary Assessment of Liabilities

To allow the member agencies to assess the financial implications associated with Foster City’s withdrawal from the Cities Group and to allow the remaining member agencies to make informed decisions about their continued membership or withdrawal, the selected Consultant shall use existing data to be provided by Cities Group to quantify the current actuarial accrued liability of each of the six member agencies.

#### Phase 2 – Final Assessment of Liabilities

Prior to Foster City’s Withdrawal Date of July 1, 2025, the Consultant will use then-current data to be provided by Cities Group to provide an up-to-date valuation of the actuarial accrued liability of one or more member agencies. The exact scope of work will be based on the number of member agencies that have indicated their intent to withdraw from the Cities Group, and/or whether the Cities Group will be dissolved.

#### Add-On Work – Equity-to-Liability Accounting

In addition to the Phase 1 and Phase 2 work, Qualified firms may propose to provide accounting services to assist the Cities Group membership in quantifying the equity-to-liability ratios of each member agency. If included in the scope of work, the Add-On Work will likely include the following tasks:

- Assess and Quantify the actuarial accrued liability and the collective equity-to-liability ratio of the Cities Group upon Foster City’s withdrawal in the event Foster City leaves a funding balance in amount equal to 1.5 of its existing liability upon its withdrawal and alternatively in the event that Foster City assumes its existing liability and brings its equity to zero upon its withdrawal.
- Quantify the current equity-to-liability ratios of each member agency as part of the Phase 1 work;
- Quantify the equity-to-liability ratio of each member agency and the amount to be paid by or returned to each member agency to bring their equity-to-liability ratio to 1.5-to-1 at the Withdrawal Date (part of Phase 2 work); and
- Quantify the amount that would be paid by or returned to each member agency to bring their equity to zero in the event that they reached agreement with the Cities Group to assume responsibility for all of their outstanding liability upon their withdrawal or in the event of the dissolution of the Cities Group.

### **III. SCHEDULE AND SUBMITTALS**

The target dates are as follows:

Release of RFP

January 23, 2025

Proposals Due	February 14, 2025
Contract Award	February 21, 2025
Phase 1 Work Begins	February 28, 2025
Phase 1 Work Completed	March 28, 2025
Phase 2 Work Begins	May 2025
Phase 2 Work Completed	June 2025

#### **IV. PROPOSAL REQUIREMENTS**

Proposals should be brief and should not include unnecessary promotional material. Each proposal should contain the following elements in the order identified below:

1. Cover Letter

The cover letter will include the company name, address, and telephone number of the authorized person to be used as the contact. The letter will indicate whether the proposer is an individual, partnership, or corporation. It must be signed by the individual, partner, or an officer or agent authorized to bind the firm.

2. Statement of Experience

Describe the qualifications and experience of the team members expected to be assigned to this project. The description shall include previous experience with similar projects. Please provide at least two public entity client references, preferably in Northern California.

3. Work Plan Approach and Schedule

Discuss your firm's understanding of the scope of work to be performed and the level of effort expected to be performed by each resource. Include an itemized table of estimated person hours by professional classification (or team member) to quantify the level of effort. Describe the timeline for completing the work, including Add-On work if applicable, and preparing the reports to be provided at the conclusion of Phases 1 and 2.

4. Rate Schedule and Price Sheet

Provide the most current rate schedule that includes the rates of all applicable staff that may be assigned to this project and a Price Sheet itemizing all elements and tasks imperative to completing the scope of work and the costs to complete each of those elements and tasks.

5. Other Relevant Information and Exceptions

Provide additional relevant information that may be helpful in the selection process, including any exceptions taken to the standard professional services agreement attached hereto.

#### **V. SELECTION PROCESS**

Only those proposals which are complete and delivered to the Cities Group staff by 5:00 p.m. on February 14, 2025 shall be considered. It is the responsibility of the proposer to ensure that the proposal is received. Address all proposals to Paul Chrisman, Chief Executive Officer ([pchrisman1@citiesgroup.net](mailto:pchrisman1@citiesgroup.net)) with copy to Jenny Liu, Board President ([JLiu@cityofsancarlos.org](mailto:JLiu@cityofsancarlos.org)).

Proposals will be reviewed and evaluated based on the prospective Consultant's understanding of the scope and general approach to completing the work, including the Add-On Work if proposed, experience with projects of similar complexity and magnitude, qualifications of the staff assigned to

this project, and demonstrated ability to perform high quality work, control costs, and to meet time schedules.

The firms whose proposals are selected as finalists for consideration may be asked to appear, at their own expense, before an evaluation panel to discuss their proposal.

All proposals, whether selected or rejected, shall become the property of the Cities Group. Costs of preparation of proposals will be borne solely by the proposer. Proposals may be submitted electronically.

The Cities Group reserves the right to: reject any and all proposals; to waive any informality, defect, or irregularity in a proposal; to alter the selection process in any way; to postpone the selection process for its own convenience at any time; to accept or reject any individual sub-consultant that a proposer intends to use; and/or to decide whether or not to contract with any proposer. Nothing in this RFP shall be construed to obligate the Cities Group to negotiate or enter into a contract with any particular proposer. This RFP shall not be deemed to be an offer to contract or to enter into a binding contract or agreement of any kind. In its sole discretion, the Cities Group may award a contract with or without the Add-On Work included in the final scope of work.

By submitting a proposal, each proposer asserts that it shall execute a professional services agreement in substantially the same form as the standard agreement attached hereto as Exhibit A upon award by the Cities Group. Exceptions taken to the provisions of the standard agreement shall not be entertained unless identified within the proposal submitted by the successful consultant.

All inquiries regarding this RFP should be directed to Paul Chrisman, Chief Executive Officer ([pchrism1@citiesgroup.net](mailto:pchrism1@citiesgroup.net)) with copy to Jenny Liu, Board President ([JLiu@cityofsancarlos.org](mailto:JLiu@cityofsancarlos.org)).

**EXHIBIT A TO THE REQUEST FOR PROPOSALS FOR ACTUARIAL SERVICES  
RELATED TO WORKERS COMPENSATION LIABILITY POOL FOR THE CITIES  
GROUP JOINT POWERS AUTHORITY**

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the SAN MATEO COUNTY CITIES INSURANCE GROUP, a California Joint Powers Authority hereinafter called "CITIES GROUP" and \_\_\_\_\_ hereinafter called "CONSULTANT."

RECITALS

This Agreement is entered into with reference to the following facts and circumstances:

- A. That CITIES GROUP desires to engage CONSULTANT to render certain professional services in the CITIES GROUP;
- B. That CONSULTANT is qualified to provide such services to the CITIES GROUP and;
- C. That CITIES GROUP has elected to engage the services of CONSULTANT upon the terms and conditions as hereinafter set forth.

- 1. Services. The services to be performed by CONSULTANT under this Agreement shall include those services set forth in Exhibit A, which is, by this reference, incorporated herein and made a part hereof as though it were fully set forth herein.

Performance of the work specified in Exhibit A is hereby made an obligation of CONSULTANT under this Agreement, subject to any changes that may be made subsequently hereto upon the mutual written agreement of the said parties.

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in Exhibit A.

- 2. Term; Termination.
  - (a) The term of this Agreement shall commence upon the date hereinabove written and shall expire on (date).

(b) Notwithstanding the provisions of (a) above, either party may terminate this Agreement without cause by giving written notice not less than ten (10) days prior to the effective date of termination, which date shall be included in said notice. In the event of such termination, CITIES GROUP shall compensate CONSULTANT for services rendered, and reimburse CONSULTANT for costs and expenses incurred, to the date of termination, calculated in accordance with the provisions of paragraph 3. In ascertaining

the services actually rendered to the date of termination, consideration shall be given both to completed work and work in process of completion. Nothing herein contained shall be deemed a limitation upon the right of CITIES GROUP to terminate this Agreement for cause, or otherwise to exercise such rights or pursue such remedies as may accrue to CITIES GROUP hereunder.

3. Compensation; Expenses; Payment. CITIES GROUP shall compensate CONSULTANT for all services performed by CONSULTANT hereunder in an amount based upon CONSULTANT's hourly rates during the time of the performance of said services. A copy of CONSULTANT's hourly rates for which services hereunder shall be performed are set forth in CONSULTANT's fee schedule included in Exhibit A hereof, attached hereto and by reference incorporated herein.

Notwithstanding the foregoing, the combined total of compensation and reimbursement of costs payable hereunder shall not exceed the sum (\$ ) unless the performance of services and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such services or incurring such costs and expenses by the CITIES GROUP.

Compensation and reimbursement of costs and expenses hereunder shall be payable upon monthly billing therefor by CONSULTANT to CITIES GROUP, which billing shall include an itemized statement, briefly describing by task and labor category or cost/expense items billed.

In the event CITIES GROUP desires the performance of additional services not otherwise included within the services described in Exhibit A, such services shall be authorized in advance of the performance thereof by the CITIES GROUP.

4. Records. CONSULTANT shall keep and maintain accurate records of all time expended and costs and expenses incurred relating to services to be performed by CONSULTANT hereunder. Said records shall be available to CITIES GROUP for review and copying during regular business hours at CONSULTANT's place of business or as otherwise agreed upon by the parties.
5. Authorization. This Agreement becomes effective when endorsed by both parties in the space provided below.
6. Reliance on Professional Skill of CONSULTANT. CONSULTANT represents that it has the necessary professional skills to perform the services required and the CITIES GROUP shall rely on such skills of the CONSULTANT to do and perform the work. In performing services hereunder CONSULTANT shall adhere to the standards generally prevailing for the performance of expert services similar to those to be performed by CONSULTANT hereunder.

9. Relationship of Parties. It is understood that the relationship of CONSULTANT to the CITIES GROUP is that of an independent contractor and all persons working for or under the direction of CONSULTANT are its agents or employees and not agents or employees of the CITIES GROUP.
10. Schedule. CONSULTANT shall adhere to the schedule set forth in Exhibit A; provided, that CITIES GROUP shall grant reasonable extensions of time for the performance of such services occasioned by governmental reviews of CONSULTANT's work product or other unavoidable delays; provided, further, that such unavoidable delay shall not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, CONSULTANT's officers or employees.

CONSULTANT acknowledges the importance to CITIES GROUP of completing work under this Agreement in a timely manner. In the case of emergency work, the CITIES GROUP may request that the CONSULTANT commence work immediately or as soon as practicable, and CONSULTANT agrees to make every reasonable effort to respond accordingly.

11. Indemnity. To the fullest extent allowed by law, CONSULTANT hereby agrees to defend, indemnify, and save harmless CITIES GROUP, its Board, officers, employees and agents, from and against any and all claims, suits, actions liability, loss, damage, expense, cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, which may be brought against, or suffered or sustained by, CITIES GROUP, its Board, officers, employees, or agents caused by, or alleged to have been caused by, the negligence, intentional tortuous act or omission, or willful misconduct of CONSULTANT, its officers, employees, subcontractors or agents in the performance of any services or work pursuant to this Agreement.

The duty of CONSULTANT to indemnify and save harmless, as set forth herein, shall include the duty to defend. CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained within this Agreement.

12. Insurance. CONSULTANT shall acquire and maintain Workers' Compensation, employer's liability, commercial general liability, owned and non-owned and hired automobile liability, and professional liability insurance coverage relating to CONSULTANT's services to be performed hereunder covering CITIES GROUP's risks in form subject to the approval of the CITIES GROUP Attorney and/or CITIES GROUP's Risk Manager. The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event, shall be as follows:

Insurance Category

Minimum Limits



Workers' Compensation	statutory minimum
Employer's Liability	\$1,000,000 per accident for bodily injury or disease
Commercial General Liability	\$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage
Automobile Liability	\$1,000,000 per accident for bodily injury and property damage (coverage required to the extent applicable to CONSULTANT's vehicle usage in performing services hereunder)
Professional Liability	\$1,000,000 per claim and aggregate

It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the CITIES GROUP as an Additional Insured. Furthermore, the requirements for coverage and limits shall be the greater of either (1) the minimum coverage and limits specified in this Agreement or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured.

CONSULTANT agrees to include with all subcontractors in their subcontracts the same requirements and provisions of this agreement including the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by CONSULTANT shall agree to be bound to CONSULTANT and CITIES GROUP in the same manner and to the same extent as CONSULTANT is bound to CITIES GROUP under this Agreement and its accompanying documents. Subcontractors shall further agree to include these same provisions with any sub-subcontractors. A copy of the indemnity and insurance provisions of this Agreement will be furnished to the Subcontractor upon request. CONSULTANT shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in the subcontract agreement and will provide proof of compliance to the CITIES GROUP prior to commencement of any work by the subcontractor.

Concurrently with the execution of this Agreement, CONSULTANT shall, on the Insurance Coverage form provided in Exhibit B, or similar form, furnish CITIES GROUP with certificates and copies of information or declaration pages of the insurance required hereunder and, with respect to evidence of

commercial general liability and automobile liability insurance coverage, original endorsements:

- (a) Precluding cancellation or reduction in per occurrence limits before the expiration of thirty (30) days (10 days for nonpayment) after CITIES GROUP shall have received written notification of cancellation in coverage or reduction in per occurrence limits by first class mail;
- (b) Providing that CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability (cross liability endorsement);
- (c) Naming the CITIES GROUP, its Board, officers, employees, and agents, as additional insureds; and
- (d) Providing that CONSULTANT's insurance coverage shall be primary insurance with respect to CITIES GROUP, its Board, officers, employees, and agents, and any insurance or self-insurance maintained by CITIES GROUP for itself, its Board, officers, employees, or agents shall be in excess of CONSULTANT's insurance and not contributory with it.

The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of CITIES GROUP, to the extent required by this Agreement, before the CITIES GROUP's insurance or self-insurance may be called upon to protect CITIES GROUP as a named Insured.

All self-insured retentions (SIR) must be disclosed to CITIES GROUP for approval and shall not reduce the limits of liability coverage. Policies containing and SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named CONSULTANT/Named Insured or CITIES GROUP.

CITIES GROUP reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

CONSULTANT shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following completion of this project or service. In the event CONSULTANT fails to obtain or maintain completed operations coverage as required by this Agreement, the CITIES GROUP at its sole discretion may purchase the coverage required and the cost will be paid by CONSULTANT.

13. WORKERS' COMPENSATION. CONSULTANT certifies that it is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and CONSULTANT certifies that he will comply with such provisions before commencing the performance of the work of this agreement.
14. NON-DISCRIMINATION. The CONSULTANT and each subconsultant must comply with the anti-discrimination requirements of Labor Code Section 1777.6. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CONSULTANT will take affirmative action to insure that applicants are employed and the employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, advancement, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT shall at all times be in compliance with the requirements of the Federal Americans With Disabilities Act (Public Law 101-336) which prohibits discrimination on the basis of disability by public entities. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITIES GROUP setting forth the provisions of this non-discrimination clause.
15. Notice. All notices required by this Agreement shall be given to the CITIES GROUP and CONSULTANT in writing, by first class mail, postage prepaid, addressed as follows:
- CITIES GROUP: CITIES GROUP  
XXXXX  
XXXXX  
Attention:
- CONSULTANT:
16. Non-Assignment. This Agreement is not assignable either in whole or in part.
17. Amendments. This Agreement may be amended or modified only by written agreement signed by both parties.
18. Validity. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
19. Governing Law. This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in the County of San Mateo, California. In the event of litigation between the parties hereto to enforce any provision of the Agreement, the unsuccessful

party will pay the reasonable attorney's fees and expenses of litigation of the successful party.

20. Mediation. Should any dispute arise out of this Agreement, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the parties. If a mediated settlement is reached neither party shall be deemed the prevailing party for purposes of the settlement, and each party shall bear its own legal costs.
21. Conflict of Interest. CONSULTANT may serve other clients, but none who conduct business that would place CONSULTANT in a "conflict of interest" as that term is defined in State law.
22. Entire Agreement. This Agreement, including Exhibits A and B, comprise the entire Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in that behalf.

CITIES GROUP

Dated: \_\_\_\_\_

\_\_\_\_\_  
Paul Chrisman, Chief Executive Officer

APPROVED AS TO FORM

Dated: \_\_\_\_\_

\_\_\_\_\_  
Kai Ruess, CITIES GROUP Attorney

CONSULTANT

Dated: \_\_\_\_\_

\_\_\_\_\_  
XXXXXXXXXX

EXHIBIT A

SCOPE OF SERVICES, RATES, and SCHEDULE

## EXHIBIT B

### INSURANCE FORMS

CONSULTANT shall provide Certificates of Insurance and original endorsements affecting the coverages specified in Section 11 - INSURANCE of the Agreement on the attached form, or similar form acceptable to the CITIES GROUP.

#### **ATTACHED**

1. Insurance Coverage Form

**This INSURANCE COVERAGE FORM modifies or documents insurance provided under the following:**

Named Insured: \_\_\_\_\_

Effective Work Date(s): \_\_\_\_\_

Description of Work/Locations/Vehicles: \_\_\_\_\_

**ADDITIONAL INSURED:**

Attention: \_\_\_\_\_  
**Contract Administrator**

<b>Endorsement and Certificates of Insurance Required</b> The Additional Insured, its elected or appointed officers, officials, employees and volunteers are included as insureds with regard to damages and defense of claims arising from: (Check all that apply)	<b>Insurer</b>	<b>Policy No.</b>
<input type="checkbox"/> <b>General Liability:</b> (a) activities performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, (c) premises owned, leased occupied or used by the Named Insured, and/or (d) permits issued for operations performed by the Named Insured. {Note: MEETS OR EXCEEDS ISO Form # CG 20 10 11 85}		
<input type="checkbox"/> <b>Auto Liability:</b> the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Named Insured, regardless of whether liability is attributable to the Named Insured or a combination of the Named Insured and the Additional Insured, its elected or appointed officers, officials, employees or volunteers.		
<input type="checkbox"/> <b>Other:</b>		
<b>Certificates of Insurance Required (no endorsement needed) (Check all that apply)</b>	<b>Insurer</b>	<b>Policy No.</b>
<input type="checkbox"/> <b>Workers Compensation:</b> work performed by employees of the Named Insured while those employees are engaged in work under the simultaneous directions and control of the Named Insured and the Additional Insured.		
<input type="checkbox"/> <b>Professional Liability:</b>		

**PRIMARY/NON-CONTRIBUTORY:** This insurance is primary and is not additional to or contributing with any other insurance carried by or for the benefit of Additional Insureds.

**SEVERABILITY OF INTEREST:** The insurance afforded by this policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the insurer's limit of liability.

**PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS:** Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Additional Insured, its elected or appointed officers, officials, employees, or volunteers.

**CANCELLATION NOTICE:** The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice (ten (10) days if canceled due to non-payment) by regular mail return receipt requested has been given to the Additional Insured. Such notice shall be addressed as shown above.

**WAIVER OF SUBROGATION:** The insurer(s) named above agree to waive all rights of subrogation against the CITIES GROUP, its elected or appointed officers, officials, agents, volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the CITIES GROUP.

**Nothing herein contained shall vary, alter or extend any provision or condition of the Policy other than as above stated.**

**SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER**

I, \_\_\_\_\_ (print/type name), warrant that I have authority to bind the above-named insurance company and by my signature hereon do so bind this company.

**SIGNATURE OF AUTHORIZED REPRESENTATIVE (original signature required)**

**ORGANIZATION:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**TELEPHONE:** ( ) \_\_\_\_\_

**DATE ISSUED:** \_\_\_\_\_

