

# **Salt Lake County Contract Insurance Standards**

Revision Date: 4/2014

The County enters into hundreds of contracts for a wide variety of goods and services each year. Although the County exercises only minimal control over its contractors, it can be sued for their wrongful or negligent actions. To protect the County and the public funds entrusted to it, many contracts need to have insurance requirements imposed upon the contractors.

In all cases, those insurance requirements should fit the risks posed by the contract. This document is an attempt to tailor the insurance requirements to our various contracts through an easy, step-by-step process for our buyers and contract writers. If you encounter a contract for a good or service that does not seem to fit within the categories in the Insurance Requirement Matrix or **IRM**, please contact your agency attorney for guidance as to what insurance provisions, if any, should be required.

## **Contract Insurance Requirement Process**

### **1 Determine whether your contract will require insurance provisions. Insurance is required for contracts that meet one or more of the following conditions:**

- a. All Contracts with expected annual expenditures greater than or equal to \$50,000; except finished-goods-only contracts not otherwise listed in the matrix or identified as a high risk contract below.
- b. High Risk Contracts as defined below and in the IR Matrix.
- c. Contracts with a pre-conditioned insurance requirement such as those involving grant or other pass-through funding. In these cases, follow the funding requirements.
- d. Insurance is required for all construction contracts.

### **2 If insurance is required, find your type of contract on the Insurance Requirement Matrix (IRM).**

- a. Identify the type of good, service or contractor from the list in the IRM and apply the designated insurance requirements, whether they be Low, Standard, or High along with any required special coverage.
  - a.i. There may be times when the goods or services could reasonably fit into more than one category description on the Matrix. In those cases, use the description that is the best fit for your situation, or the most specific applicable description.
- b. If your contract type is not in the IRM, contact your agency attorney for further instructions.
- c. High risk contracts are those that involve the transportation and/or use of toxic chemicals, explosives, pyrotechnics, and transportation of oversize loads, loads weighing more than 60 tons, loads including liquid fuels greater than 100 gallons and contracts for armed security services. High risk contracts also include those rated "High" on the IRM. If you are working with a contract that includes goods or services that you believe

may be high risk even though it is not categorized that way in the IRM, please contact your agency attorney.

- 3 Once your contract type is identified on the IRM, insert the corresponding insurance requirements into your bidding documents and contract.**

### **Current Coverage Insurance Requirement**

Contractor shall maintain in force during the entire contract period at least the same insurance coverages as those in place at the time of the contract inception. Specifically, contractor shall, at a minimum, maintain the same policy types, deductibles and per loss limits during the entire life of the contract as are in place at the time the contract is executed.

### **Exceptions & Deviations**

Any exceptions or deviations from the IR Matrix must be approved by your agency attorney. The Mayor or his or her designee may also approve deviations from this process and the insurance requirements herein.

## Risk Categories

Category	Code	Coverage	Amount of Coverage
LOW	L	Commercial General Liability (CGL) Commercial Auto *  Worker's Compensation	\$500,000 per Occurrence/\$1 Million aggregate  \$100,000 per Person/\$300,000 per accident/ \$50,000 Property Damage <b>OR</b> Single Combined Limit of \$500,000 Statutory Limits
STANDARD	S	Commercial General Liability (CGL) Commercial Auto *  Worker's Compensation	\$1 Million per Occurrence/\$2 Million aggregate  \$500,000 per person/\$1 Million per accident/\$250,000 Property Damage <b>OR</b> Single Combined Limit of \$1 Million Statutory Limits
HIGH	H	Commercial General Liability (CGL) Commercial Auto *  Worker's Compensation	\$2 Million per Occurrence/\$3 Million aggregate  \$1 Million per person/\$2 Million per accident/ \$500,000 Property Damage <b>OR</b> Single Combined Limit of \$2 Million Statutory Limits
CURRENT COVERAGE	C	Commercial General Liability and/or Commercial Auto Worker's Compensation	Maintain insurance that is already in place.  Statutory Limits
NONE REQUIRED	NR	No insurance is required	N/A
SPECIAL COVERAGE		As indicated	For example, Professional Liability, Pollution Liability - etc.

\*Commercial Auto is required unless it is clearly not needed. In such cases, contract should state that the contractor agrees to not operate a motor vehicle in furtherance of the contract. See the Requirements tabs for the specific language to be used.

## Insurance Requirement Matrix

<b>TYPE OF SERVICE OR CONTRACTOR</b>	<b>H, S, L, C, or NR</b>	<b>SPECIAL COVERAGES</b>
Advertising/Public Relations	L	Professional Liability, including advertising injury \$1,000,000
Aerial photography	H	Aircraft Liability Insurance \$5,000,000
Alarm Services - Includes install, maintenance, and monitoring, no security or patrol services not to include security patrols and private emergency response.	L	Professional Liability \$1,000,000;
Alcohol and Drug Prevention	L	Professional Liability \$1,000,000
Analytical Studies and Surveys	L	Professional Liability \$1,000,000
Any Construction project or Work in the Public Way Not Listed	S	
Any type of Architecture	L	Professional Liability limit based on project scope
Appraisal Services (Not Real Estate)	L	Professional Liability \$500,000
Appraisals Services, Real Estate	L	Professional Liability \$1,000,000
Armored Car Services	S	Auto Liability Requirement at High; Security & Patrol Liability \$1,000,000
Art Project	S	Requires Risk Management Review
Asphalt	S	
Auctioneering Services	L	
Auto & Truck Modifications	S	Garage Keepers Liability \$1,000,000
Auto Purchasing	NR	
Building Cleaning, Exterior	S	
Building Materials	S	
Buildings and Property in Public Way	S	
Bus and Taxi Services, Limousines, Pedi-Cabs, Horse Drawn Carriages and Vans	S	Garage Keepers Liability \$1,000,000
Cafeteria, Catering, and Restaurant Services	S	Dramshop Liability (if applicable) \$500,000/occurrence & \$1,000,000/aggregate
Card Access Security Services	L	
Carpet Cleaning, Dyeing, Installation and Repair	S	
Chemical Processing and Storage	H	Pollution Liability \$2,000,000
Chemicals - (Purchase) Snow & Ice-melt & De-icing	S	
Chemicals - Herbicide/Fungicide/Insecticide/Pesticide/Rodenticide - Includes delivery and/or application	S	Pollution Liability \$2,000,000 - if contracted to apply chemicals
Chemicals - Herbicide/Fungicide/Insecticide/Pesticide/Rodenticide (Purchase Only)	NR	If quantities exceed 100 gallons or 1,000 lbs of dry chemicals than the "Standard" requirements apply.
Chemicals - Water Treatment	H	<b>Pollution Liability \$2,000,000</b>
Child Care/Day Care Services	S	See Special Coverages for specific required endorsements
Collection Services (past due payments)	L	
Communication Towers & Antennas (Equipment & Installation)	S	

Community Development Block Grant (CDBG)	Variable	May have State and Federal Requirements
Computer Equipment (Required only with service Component)	L	
Computer- Hardware (Required only with service Component)	L	
Computer- Software (Required only with service Component)	L	
Concessions, Catering, Vending: Mobile and Stationary	S	Dramshop Liability (if applicable) \$500,000/occurrence & \$1,000,000/aggregate
Concrete	S	
Constable Services	L	Professional Liability \$1,000,000
CONSTRUCTION- Dredging	S	Watercraft Liability \$1,000,000 (if applicable)
CONSTRUCTION- Lighting (streets)	S	
Construction Materials Purchase & Delivery	L	
CONSTRUCTION- Power Line Construction, Installation, Maintenance-(non-streets)	H	
CONSTRUCTION- Roofing (including asbestos abatement)	H	
CONSTRUCTION-ASBESTOS ABATEMENT PROJECTS	H	Contractors Asbestos Pollution Liability \$1,000,000
CONSTRUCTION-BUILDING CONSTRUCTION	S to H	Builder's Risk Minimum Limit Must Equal Finished Building Value.
CONSTRUCTION-Power Line Construction, Installation, Maintenance- (streets)	H	
CONSTRUCTION-SEVERE-HAZARDOUS PROJECTS - Includes blasting, dam and motor vehicle bridge construction, and construction in a federal flood plain.	H	Requires Risk Management Review
Consulting Services	L	Professional Liability \$1,000,000
Counseling	L	Professional Liability or Medical Malpractice \$1,000,000
Courier/Delivery Services	L	
Crime Prevention- Security Guards- Armed	S	Security & Patrol Liability \$1,000,000
Crime Prevention- Security Guards- Unarmed	S	Security & Patrol Liability \$1,000,000
Crossing Guard Services	H	
Cylinder Gases & Propane	H	
Day Care or Camps	H	
Decorations, Seasonal, Displays	L	
Demolition	H	Pollution Liability \$2,000,000
Draftsman Services, Professional	L	Professional Liability \$1,000,000
Drapery Installation and Repair	L	
Economic Impact Studies	L	Professional Liability \$1,000,000
Electronic and Communication Equipment Services- including maintenance and repairs	S	
Elevators & Escalators	H	Elevator Maintenance & Installation Coverage \$1,000,000/occurrence \$2,000,000/Aggregate
Emergency Medical and Ambulance	H	Medical Malpractice \$2,000,000
Emergency Shelter Grant (ESG)	Variable	May have State and Federal

		Requirements
Employment Agency and Search Firm Services	L	Professional Liability \$1,000,000 for Staffing/Credentialing Procedure
Employment Practices	L	Professional Liability \$1,000,000
Environmental Assessment	S	Professional Liability \$1,000,00
Environmental Remediation	H	Professional Liability \$2,000,000
Ergonomics	L	Professional Liability \$1,000,000
Event Management	S	If Appropriate - Dramshop Liability (if applicable) \$500,000/occurrence & \$1,000,000/aggregate
Fair Sponsorship	L	
Fair Sponsorship- Money only	NR	
Feasibility Studies	L	Professional Liability \$1,000,000
Financial Consulting	L	Professional Liability \$1,000,000
Fire Protection- Installation, Service, & Maintenance	H	Professional Liability \$1,000,000 for system design
Fireworks Display and Carnival Services	H	
Fleet Management Maintenance Serv.	S	Garage Keepers Liability \$1,000,000
Flooring to Include Refinishing and Sealing	S	
Food Purchases and Delivery	L	
Food Services Preparation and Delivery	S	
Fuel Service Equipment Service & Maintenance	S	
Garbage/Trash - Containers, Cans, Receptacles	L	
Garbage/Trash Removal and Disposal	S	Pollution Liability \$2,000,000
Graphic Arts Services (Not Printing)	C	
Hazardous Material Services	H	Pollution Liability \$5,000,000 with an MCS90 auto liability endorsement.
Heating, Air Conditioning, and Ventilation Services	S	
Heavy Mobile Equipment Purchase	S	
HOME-Investment Partnership Program	Variable	May have State and Federal Requirements
Hose - Hydraulic, Rubber, Industrial	L	
Hydraulic System Repair/Rebuild	L	
Industrial Supplies	L	
Inspecting, Structural	L	Professional Liability \$1,000,000
Insurance - Brokerage Services	S	Professional Liability \$1,000,000
Interior Design/Decorator Services	C	
Interpreter Services	L	
Irrigation Systems- Design, Install, Maintain	S	
Janitorial/Custodial Equipment & Supplies	L	
Janitorial/Custodial Services	S	Crime Policy \$1,000,000
Laboratory Equipment	L	
Laboratory Services	L	Professional Liability \$2,000,000
Land Surveying	L	Professional Liability \$1,000,000
Laser Shows	S	
Laundry & Uniform Cleaning	L	
Lawn/Ground Maintenance Equipment/Services	L	

Leak Detection Services: Gas, Water, Chemical	L	
Leasing - Buildings	S	Requires Risk Management Review
Leasing - Land	S	Requires Risk Management Review
Legal	L	Professional Liability \$1,000,000
LMCRS - CSS1	S	
Loans to Others	C	
Locksmith Services	L	
Mail & Package Delivery	L	
Marketing	L	Professional Liability \$1,000,000 & Advertising Injury \$1,000,000
Medical & First Aid Supplies	L	
Medical & Healthcare Services	S	Professional Liability \$2,000,000
Medical-Veterinary Services	S	Professional Liability \$1,000,000
Metal Fabrication, Shearing, Machining	S	
Moving Services	S	
Munitions Including Less Lethal	H	
Non-Bid Products and Services valued under \$5,000	NR	
Occupational Medicine-Testing & Services	S	Professional Liability \$1,000,000
Office Equipment	L	
Office Plants, Purchase, Delivery, Care	L	Crime Policy \$500,000
Oil - Hydraulic, Analysis/Service, Pickup/Disposal	S	Pollution Liability \$2,000,000
Parking Meter and Garage Management and Meter Collection	S	Crime Policy \$500,000
Parking Services: Operation, Admission, Supervision	S	Crime Policy \$500,000
Paving & Repair of Parking Lots or Sidewalks or Paved ways	S	
Paving Materials Purchase & Delivery	L	
Performing Arts	S	
Pest Control (Buildings)	S	Pollution Liability \$1,000,000
Pest Control (Other Than Buildings)	S	Pollution Liability \$1,000,000
Petroleum and Fuel Tanks	H	Pollution Liability \$2,000,000
Petroleum and Fuel Tanks -Filling Services	H	Pollution Liability \$2,000,000
Photographic Equipment/Supplies, Film Processing	L	
Photography (Not Including Aerial Photography)	C	
Pipe Purchasing - with Delivery	L	
Planning, Urban	L	Professional Liability \$1,000,000
Playground Equipment, design, install	H	Professional Liability \$1,000,000
Plumbing	S	
Police Equipment and Supplies Non-Munitions	C	
Pollution Control- Inspecting, General	H	Professional Liability \$1,000,000
Printing or Binding	L	
Printing Services: Blue Prints, Blue Line, Large	L	
Property Management Services	S	Crime Policy \$500,000
Records Management and Disposal	S	
Recycling Services, (Including Collection)	S	
Rentals - Event & Equipment	S	
Restoration/Reclamation Services of Land	S	Pollution Liability \$1,000,000
Safety Engineering and Accident Studies	C	Professional Liability \$1,000,000

Safety Equipment & Supplies	C	
Security Systems	S	
Septic Tank Services	S	Pollution Liability \$1,000,000
Service awards	C	
Sewage Collection, Treatment, and Disposal; Solid Wastes;	H	Pollution Liability \$2,000,000
Shelters, Carports, Portable Buildings- Installation	S	
Site Assessment and Ancient Studies	L	Professional Liability \$1,000,000
Social Services Block Grant (SSBG)	Variable	May have State and Federal Requirements
Speakers/Entertainers/Trainers	L	
Steam Boilers, Steam Heating, and Power Plant Items	S	
Steel & Metal Products (Not construction Related)	C	
Storage Space Services (Not Building Lease)	C	
Storm Drain Cleaning, Repair, and Sludge Removal Services	S	
Street - Sweeping, Snow Removal	S	Auto Liability \$2,000,000
Street Lighting	S	
Tank Removal, Disposable, and Related Services	S	Pollution Liability \$1,000,000
Telephone Services & Telecommunication Services	L	
Temporary Employment	S	
Testing and Monitoring Services, Air, Gas and Water	S	Professional Liability \$1,000,000
Testing and Training Apparatus, Instruments, Machines	S	
Tinting and Coating Services, Glass (Automobile and Buildings)	S	Garage Keepers Liability \$1,000,000
Topsoil, Sand, Gravel	S	
Towing Services	S	Garage Liability with Garage Keepers Liability \$1,000,000/\$2,000,000
Traffic Barricade & Warning Sign rental	L	Auto Liability at High if placing barricades
Traffic Control Equipment and Accessories	S	
Training	L	
Transcription Services: Legal and Medical	C	Professional Liability \$1,000,000
Transit Management and Operational Services	S	
Translation Services	C	
Transportation	S	
Uniform & Clothing	L	
Utility Locator Service (Underground)	S	
Valves	L	
Vehicle - Cars, Trucks, Buses, Trailers/Motorcycles, etc. (Not Purchased through State Cooperative Contracts)	C	County listed as additional insured on auto insurance policy.
Vehicle (Automotive) Parts & Supplies (filters, oil, paint, batteries)	S	Pollution Liability \$1,000,000
Vendors- All other Entertainment	S	
Vendors- Amusement Park Ride Equipment	H	
Vendors- Food & Drinks	S	Dramshop Liability (if applicable) \$500,000/occurrence & \$1,000,000/aggregate
Vendors- Music	S	
Video Production	S	



Wall and Ceiling Repair and Replacement	S	
Water and Sewer Equipment	S	
Water Purification/Softening Services	S	
Waterproofing Systems & Repairs	S	
Waterworks Supplies	L	
Weather and Waterproofing	S	
Weed and Vegetation Control	H	Pollution Liability \$2,000,000
Window and Door, Maintenance, Repair, Install	S	
Window Washing Services	S	
Wiring and Other Electrical Services	S	
Arborist	S	
ZAP-Tier 1 Contracts-Large Organization with Budget over \$300,000	S	
ZAP-Tier 2 Contracts	C	
Zoning, Land Use Studies	L	Professional Liability \$1,000,000

## **Special Coverages**

**The following insurance coverages may need to be added to your contract based on the "Special Coverages" requirements in the IRM or due to the unique circumstances of your agreement. If you have questions about when or how to use these coverages, please contact your agency attorney.**

---

### SECURITY AND PATROL LIABILITY

Security and Patrol Liability insurance which specifically covers security guards, armed and unarmed, in the minimum amount of \$1,000,000 with the County as an additional insured. (WRITER: If Security and Patrol Liability is used do not use Commercial Liability)

### PRODUCT LIABILITY

Product Liability insurance in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 general aggregate and the County as an additional insured. (WRITER, use this when full Commercial Liability coverage is not needed but Product Liability coverage is still called for).

### GARAGE LIABILITY

Garage Liability insurance with the County as an additional insured, in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 aggregate.

### GARAGE LIABILITY WITH GARAGE KEEPERS

#### WITHOUT towing

Garage Liability insurance with the County as an additional insured, in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 aggregate. The Garage Liability policy shall be endorsed to include garage keeper's insurance in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 aggregate.

—OR—

#### WITH towing:

Garage Liability insurance with the County as an additional insured, in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 aggregate. The Garage Liability policy shall be endorsed to include garage keeper's insurance in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 aggregate and a sub limit of not less than \$225,000 per occurrence for vehicles being towed, and \$100,000 per occurrence for vehicles being towed by trailer.

Note: The County should not be an additional insured under the Garage Keepers Endorsement.

### DRAM SHOP LIABILITY and/or Liquor Liability

Dram Shop Liability and/or Liquor Liability insurance providing coverage for any and all liability pursuant to the distribution and use of alcohol on the subject property, in the minimum amount of \$1,000,000 general aggregate and \$1,000,000 per occurrence with the County as an additional insured.

### BANKERS PROFESSIONAL LIABILITY

Bankers Professional Liability insurance in the minimum amount of \$5,000,000 per occurrence.

### CHILD CARE/DAY CARE SERVICES

Commercial general liability insurance, on an occurrence form, with the County as an additional insured, in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 general policy aggregate. The policy shall be endorsed to include Abuse and Molestation coverage, food preparation/food borne illness coverage, liability for dispensing medications, and premises medical coverage. The policy shall protect the County, the Contractor, and any subcontractor from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from the Contractor's operations under this Agreement, whether performed by the Contractor itself, any subcontractor, or anyone directly or indirectly employed or engaged by either of them. Such insurance shall provide coverage for premises operations but shall not be limited to acts on the child care premises. The policy shall be primary and not

contributing to any other policy or coverage available to the County whether such coverage be primary, contributing or excess.

#### FINANCIAL INSTITUTION BLANKET BOND

Financial Institution Blanket Bond with a single limit in the minimum amount of \$5,000,000 per occurrence.

#### COMMERCIAL BLANKET BOND OR POLICY

Commercial Blanket Bond or policy with a dishonesty sub-limit in the minimum amount of \$100,000.

#### OWNERS & CONTRACTORS PROTECTIVE

Owners and Contractors Protective Liability insurance with the County as a named insured, in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 aggregate.

#### COMMERCIAL CRIME POLICY OR BOND – JANITORIAL CONTRACTS

Commercial crime policy or dishonesty bond with a “third party” or “client coverage” endorsement listing the County as “loss payee” in the minimum amount of \$\_\_\_\_\_ (WRITER: PLEASE ASSESS THE RISK AND COMPLETE THIS SECTION: [\$50,000 for lower risk buildings and \$100,000 for higher risk buildings.])

WRITER: As a back up, if the insurance carrier is not willing or able to list the County as the “loss payee” it should be required to specifically add Salt Lake County as a “client” in the definitions section of the policy. The insurance carrier should then provide the County with a copy of the definitions section.

#### ELEVATOR/MAINTENANCE & INSTALLATION

Owners and Contractors Protective Liability insurance with the County as a named insured, in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 aggregate.

#### FIREWORKS ENDORSEMENT THROUGH COMMERCIAL LIABILITY

Fireworks Endorsement insurance, through Commercial Liability, with the County as an additional insured. The policy shall protect the County, Contractor, and any subcontractor from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from Contractor’s operations under this Agreement, whether performed by Contractor itself, any subcontractor, or anyone directly or indirectly employed by either of them. Such insurance shall provide coverage for premises operations, acts of independent contractors, and completed operations.

#### BUILDERS RISK INSURANCE

During the term of this contract (from commencement of the contractor’s work through final completion and Salt Lake County’s acceptance), Contractor shall obtain and maintain in full force, at its own expense, “all risk” builder’s risk insurance (also referred to as an Installation Floater) including coverage for collapse, \*earthquake and flood coverage with the County named as a co-insured. The policy(s) will insure buildings, structures, machinery, equipment, fixtures, supplies/materials and equipment to be used for completion of the work performed under this contract. No theft limitations should apply.

Minimum on-site limits will be no less than 100% of the contractor’s contract price.

Minimum off-site / transit limits will in no event be less than 10% of the on-site limit.

\*Optional based on project

#### AIRCRAFT LIABILITY INSURANCE

Any Contractor using owned, hired or non-owned aircraft for County contracts shall obtain and keep in effect during the term of the contract, at Contractor's expense, Aircraft Liability Insurance. Limits of liability shall be no less than \$\_\_\_\_\_ (i.e. \$5mil) combined single limit bodily injury and property damage per occurrence and \$1,000,000 per seat passenger liability (if applicable). The policy shall name Salt Lake County as an additional insured.

OR

Contractor at its expense shall obtain and keep in effect during the term of the contract Aircraft Liability Insurance. The Aircraft Liability policy shall have a per occurrence limit of liability of no less than \$5,000,000 combined single limit for bodily injury and property damage. The policy shall name Salt Lake County as an additional insured.

#### SPECIAL EVENT INSURANCE – COUNTY CONTRACTING WITH AN EVENT ORGANIZER COMMERCIAL GENERAL LIABILITY

Commercial general liability insurance with the County as an additional insured, in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 general aggregate. The policy shall protect the County, you, and anyone directly or indirectly employed by any such person. Such insurance shall provide coverage for premises operations, acts of independent contractors, and completed operations during the event time period. The event time period includes the dates of the set up, scheduled event, take down, and clean-up operations. The coverage shall be indicated on the certificate of insurance as "Special Event" coverage in the "Description of Operations" OR the insurance company shall supply the County with the original insurance policy evidencing the "Special Event" coverage.

In the event any work for the "Special Event" is subcontracted to a separate company, the Contractor shall require the subcontractor to provide commercial general liability insurance, with the County as an additional insured, in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 general aggregate.

#### CONSULTANT INDEMNIFICATION

Consultant agrees to indemnify, hold harmless and defend the County, its officers, agents and employees from and against any and all losses, damages, injuries, liabilities, and claims, including claims for personal injury, death, or damage to personal property or profits and liens of workmen and material men (suppliers), however, allegedly caused, resulting directly or indirectly from, or arising out of, negligent acts or omissions by Consultant, its agents, representatives, officers, employees or subcontractors in the performance of this Agreement.

---

#### INDEMNIFICATION AND INSURANCE REQUIREMENTS FOR CONTRACTS WITH ENTITIES INSURED BY THE STATE OF UTAH OFFICE OF RISK MANAGEMENT.

A series of meetings were held in mid 2011 between the County D.A. and Risk Management, and the State of Utah regarding insurance and indemnification requirements in contracts. As a result of these meetings, some standardized language was created and agreed upon for most contracts with the State, any state agencies, any state institution of higher education, and any school district in Utah.

This language can be inserted into most contracts with these entities without the need for further negotiation. There will be a limited number of contracts that will require different or additional insurance or indemnification terms. If you believe this standard language is not sufficiently protective of the County, or does not fit your particular contract, feel free to negotiate other terms.

Standardized Terms: (Insert the following language into your contract.)

#### Indemnification

Both Parties are governmental entities under the Governmental Immunity Act of Utah, §§ 63G-7-101 to -904 (2011), as amended (the "Act"). There are no indemnity obligations between these parties. Subject to and consistent with the terms of the Act, the County and the \_\_\_\_\_ shall be liable for their own negligent acts or omissions, or those of their authorized employees, officers, and agents while engaged in the performance of the obligations under this Agreement, and neither the County nor \_\_\_\_\_ shall have any liability whatsoever for any negligent act or omission of the other Party, its employees, officers, or agents. Neither Party waives any defenses or limits of liability available under the Act and other applicable law. Both Parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.

(Note: the position of the names of the contracting entities are of course interchangeable depending on who is drafting the contract.)

#### Insurance

Both parties to this Agreement shall maintain insurance or self-insurance coverage sufficient to meet their obligations hereunder and consistent with applicable law.