

9107-02

**CONTRACT
BETWEEN
THE CITY OF JACKSONVILLE
AND
SPECIAL SERVICES OF JACKSONVILLE, INC.
FOR
SERVICE OF NON-ENFORCEABLE CIVIL PROCESS**

THIS CONTRACT is made and entered into as of this 18 day of NOV, 2014, retroactive to October 1, 2014, by and between the CITY OF JACKSONVILLE, FLORIDA, a municipal corporation in Duval County, Florida (hereinafter the "CITY"), and SPECIAL SERVICES OF JACKSONVILLE, INC., a Florida profit corporation with principal office at 729 Parker Street, Jacksonville, Florida 32202 (hereinafter the "CONTRACTOR") for service of non-enforceable civil process.

WITNESSETH:

WHEREAS, CITY has utilized the Competitive Sealed Proposal Evaluation Process (ESC-0605-14) to procure the services of a vendor to effectuate service of process and other papers in accordance with applicable law on behalf of the Jacksonville Sheriff's Office (hereinafter the "Services"); and

WHEREAS, CONTRACTOR is the highest scoring proposer based upon established criteria and has been awarded this Contract for the Services by award dated September 19, 2014; now therefore.

IN CONSIDERATION of the mutual promises and covenants herein contained and for other good and valuable consideration, the legal sufficiency of which is admitted, the parties agree as follows:

1. **Incorporation.** The above-stated recitals are true and correct and are made a part hereof and are incorporated herein by this reference.

2. **Engagement of CONTRACTOR/Scope of Services/Notice to Proceed.**

2.01. CONTRACTOR is engaged by CITY and CONTRACTOR accepts said engagement for furnishing all labor, supplies, and materials and for performing all operations necessary to provide the Services in accordance with Specifications and Contract Documents, hereinafter identified and referred to, and has been awarded this Contract for provision of said Services pursuant to award made September 19, 2014.

2.02. If any services, functions, or responsibilities not specifically described in this Contract or the Contract Documents are necessary for proper performance and provision of the Services, they shall be deemed to be implied by and included within the scope of services for this Contract to the same extent and in the same manner as if specifically described in this Contract or in the Contract Documents. CONTRACTOR shall be responsible for providing personnel (including, without limitation, management, employees, and training) and all other resources necessary to perform and provide the Services at no additional cost or expense to CITY.

2.03. CONTRACTOR shall not commence performance or provision of the Services until such time as it receives a written notice to proceed from CITY.

3. **Contract Documents/Contract Price.**

3.01. CONTRACTOR will, at its own cost and expense, perform the Services required to be performed in accordance with specifications prepared by the City of Jacksonville, Florida, RFP numbered ESC-0605-14, open date August 14, 2014, designated as "RFP SPECIFICATIONS FOR JACKSONVILLE SHERIFF'S OFFICE SERVICES FOR

NON-ENFORCEABLE CIVIL PROCESS” (hereinafter the “Specifications”) and strictly in accordance with said Specifications, addenda, requirements of the CITY, proposal of said CONTRACTOR, and award therefor (hereinafter collectively the “Contract Documents”), now on file in the Office of the Director of the Procurement Division of the City of Jacksonville and in the office of the Director of Police Services of the Jacksonville Sheriff’s Office, all of which are hereby expressly made a part of this Contract by reference to the same extent as if fully set out herein.

3.02. CONTRACTOR shall perform said Services for a total amount not-to-exceed SIX HUNDRED FIFTY-ONE THOUSAND FIVE HUNDRED SIXTY AND 00/100 DOLLARS (\$651,560.00), at and for the prices and on the terms contained in the Contract Documents.

4. Payment. On the faithful performance of this contract by the CONTRACTOR, CITY will pay the CONTRACTOR in accordance with the terms and on the conditions stated in the Contract Documents.

5. Term.

5.01. The term of this Contract shall become effective as of October 1, 2014, and shall continue and remain in full force and effect as to all its terms, conditions, and provisions as set forth herein until September 30, 2016, unless sooner terminated by either party, with or without cause, by giving of not less than thirty (30) days’ prior written notice to the other party to this Contract. This Contract may be renewed, in the sole discretion of CITY, for up to three (3) additional one (1) year periods upon terms and conditions mutually agreeable to the parties.

5.02. Notwithstanding the foregoing or any other provision of this Contract to the contrary, CITY may terminate this Contract at any time in the event of loss of funding for any reason by giving CONTRACTOR twenty-four (24) hours' oral notice with written confirmation following. In the event this Contract is terminated, CONTRACTOR shall be paid for any unpaid billings for all Services performed up to the date of receiving notice of termination and the reasonable costs and fees associated with an orderly close-out of the work to the extent authorized in writing by CITY.

6. Delays. Neither party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of such obligation is prevented or delayed by any cause beyond the reasonable control of the affected party. CONTRACTOR shall notify CITY in writing of any such delay or potential delay and describe the cause of the delay either (a) within ten (10) calendar days after the cause that creates or will create the delay first arises if CONTRACTOR could reasonably foresee that a delay could occur as a result, or (b) if delay is not reasonably foreseeable, within five (5) calendar days after the date CONTRACTOR first had reason to believe a delay would result. Based upon such notice, CITY will give CONTRACTOR a reasonable extension of time to perform; provided however, that CITY may elect to terminate the Contract in whole or in part if CITY determines, in its sole judgment, that such a delay will significantly impair the value of the Contract to CITY. Providing notice in accordance with this paragraph is a condition precedent to such remedy. The foregoing shall constitute CONTRACTOR's sole remedy or excuse with respect to delay. No claim for damages other than for an extension of time shall be asserted against CITY. CONTRACTOR shall not be entitled to an increase in the Contract price or payment of any kind from CITY for direct, indirect, consequential, impact, or other costs, expenses, or damages, including but not limited to

costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever.

7. Suspension of Services. CITY may suspend the performance of the Services rendered by providing five (5) days' written notice of such suspension. Schedules for performance of the Services shall be amended by mutual agreement to reflect such suspension. In the event of suspension of Services, CONTRACTOR shall resume the full performance of the Services when directed in writing to do so by the Project Coordinator. Suspension of Services for reasons other than CONTRACTOR's negligence or failure to perform shall not affect CONTRACTOR's compensation as outlined in this Contract.

8. Maximum indebtedness. The maximum indebtedness of CITY for all fees, reimbursable items, or other costs for Services provided by CONTRACTOR pursuant to this Contract shall not exceed the sum of SIX HUNDRED FIFTY-ONE THOUSAND FIVE HUNDRED SIXTY AND 00/100 DOLLARS (\$651,560.00) for the term of this Contract.

9. Independent Contractor. In the performance of Services under this Contract, CONTRACTOR shall be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture, or associate of CITY. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized in the performance of the Services under this Contract.

10. Default and Termination.

10.01. In the event CONTRACTOR should default in any of the conditions set forth in the Specifications, CITY may notify CONTRACTOR of such default in writing.

10.02. Written notice referred to in this section shall be sent to the address set forth in Section 24 of this Contract.

10.03. Failure on the part of CITY to notify CONTRACTOR of default in accordance with this section shall not be deemed to be a waiver by CITY of its rights on default of CONTRACTOR nor shall it be deemed to be a waiver of CITY's right to notify CONTRACTOR of such default at a subsequent time, and such notice shall have the same effect as if promptly made.

10.04. Upon receipt of notice of default from CITY, CONTRACTOR shall correct such default within twenty-four (24) hours upon receipt of notice. In the event CONTRACTOR fails to correct the default to the satisfaction of CITY within the time specified, or such greater period as CITY may permit, CITY shall have all rights accorded by law, including the right to terminate this Contract.

10.05. In the event a decree or order by a court having jurisdiction shall be issued:

10.05.01. Adjudging CONTRACTOR bankrupt or insolvent;

10.05.02. Approving as properly filed a petition seeking reorganization of CONTRACTOR under any section of the national bankruptcy acts, as amended;

10.05.03. Ordering or approving the winding up or liquidation of CONTRACTOR's affairs; or

10.05.04. Appointing a Receiver or Liquidator or Trustee in bankruptcy for CONTRACTOR or its property; or if CONTRACTOR shall institute a proceeding to be adjudicated a voluntary bankrupt or shall consent to the filing of any bankruptcy or insolvency proceedings against it, or shall file a petition, answer, or consent seeking a reorganization under any section of the national bankruptcy act, as amended, or under any state insolvency laws, or shall admit in writing its inability to pay

its debts generally as they become due, or take any action in furtherance of any of the aforesaid purposes, or shall abandon the formal Contract, then CITY may terminate the Contract and all rights of CONTRACTOR or continue to operate the Services hereunder.

11. Indemnity.

11.01. General: CONTRACTOR, including its employees, representatives, agents, subsidiaries, and subcontractors of any tier (the "Indemnifying Parties") shall hold harmless, indemnify, and defend CITY, including, without limitation, its officers, directors, members, representatives, affiliates, agents, employees, successors and assigns (collectively the "Indemnified Parties") against any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities, and expenses of whatsoever kind or nature (including all costs for investigation and defense thereof, including, but not limited to, court costs, reasonable expert witness fees, and attorney's fees) which may be incurred by, charged to, or recovered from any of the foregoing Indemnified Parties (a) arising directly or indirectly out of any of CONTRACTOR's operations, work, or Services performed in connection with this Contract, including but not limited to any and all claims for damages as a result of the injury to or death of any person or persons, or damage to or destruction of any property which arises as a result of any negligent act, error, omission, recklessness, or intentionally wrongful conduct on the part of CONTRACTOR, its agents, affiliates, or assigns, regardless of where the damage, injury, or death occurred, or (b) arising out of the failure of CONTRACTOR to keep, observe, or perform any of its obligations under this Contract or in any other document or instrument delivered by CONTRACTOR pursuant to this Contract. This indemnification agreement is separate and apart from, and is in no way limited by, any insurance provided pursuant to this Contract or otherwise. This section relating to indemnification shall survive the Term and any holdover

and/or contract extensions thereto, whether such Term expires naturally by the passage of time or is terminated earlier pursuant to the provisions of this Contract. In addition, CONTRACTOR shall be responsible for:

11.02. Environmental Liability, including without limitation any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities, and expenses (including all costs of cleanup, containment, or other remediation, and all costs for investigation and defense thereof, including but not limited to court costs, reasonable expert witness fees, and attorney's fees) arising from or in connection with (a) the Indemnifying Parties' actions or activities that result in a violation of any environmental law, ordinance, rule, or regulation or that lead to an environmental claim or citation or to damages due to the Indemnifying Parties' activities, (b) any environmental, health, and safety liabilities arising out of or relating to the operation or other activities performed in connection with this Contract by the Indemnifying Parties at any time on or prior to the day and year first above written, or (c) any bodily injury (including illness, disability, and death, regardless of when any such bodily injury occurred, was incurred, or manifested itself), personal injury, property damage (including trespass, nuisance, wrongful eviction, and deprivation of the use of real property), or other damage of or to any person in any way arising from or allegedly arising from any hazardous activity conducted by CONTRACTOR relating to an environmental claim; and

11.03. Intellectual Property Indemnity: CONTRACTOR shall hold harmless, indemnify, and defend the Indemnified Parties against any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities, and expenses (including all costs for investigation and defense thereof, including but not limited to court costs, reasonable expert witness fees, and attorney's fees), arising directly or indirectly out of any allegation that the

Services, any product generated by the Services, or any part of the Services constitutes an infringement of any copyright, patent, trade secret, or any other intellectual property right, and, whether such injury or damage is caused by negligence, errors and omissions, recklessness, or intentionally wrongful conduct, will pay all costs (including, but not limited to attorney's fees and court costs), damages, charges, and expenses charged to, incurred by, or recovered from the Indemnified Parties by reason thereof. This indemnification agreement is separate and apart from, and is in no way limited by, any insurance provided pursuant to this Contract or otherwise. This section relating to indemnification shall survive the Term of this Contract and any holdover and/or contract extensions thereto, whether such Term expires naturally by the passage of time or is terminated earlier pursuant to the provisions of this Contract. If in any suit or proceeding the Services or any product generated by the Services is held to constitute an infringement and its use is permanently enjoined, CONTRACTOR shall immediately make every reasonable effort to secure for CITY a license authorizing the continued use of the Service or product. If CONTRACTOR fails to secure such a license for CITY, then CONTRACTOR shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to CITY at no additional cost to CITY so that the Service or product is non-infringing.

11.04. Violation of Laws: CONTRACTOR shall hold harmless, indemnify, and defend the Indemnified Parties against any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities, and expenses (including all costs for investigation and defense thereof, including but not limited to court costs, reasonable expert witness fees, and attorney's fees) charged to, recovered from, or incurred by any of the Indemnified Parties arising from or based upon the violation of any federal, state, or municipal laws, statutes, resolutions, or

regulations by CONTRACTOR or those under its control. This indemnification agreement is separate and apart from, and is in no way limited by, any insurance provided pursuant to this Contract or otherwise. This section relating to indemnification shall survive the Term and any holdover and/or contract extensions thereto, whether such Term expires naturally by the passage of time or is terminated earlier pursuant to the provisions of this Contract.

11.05. Breach of Representations, Warranties and Obligations: CONTRACTOR shall hold harmless, indemnify, and defend the Indemnified Parties against any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities, and expenses (including all costs for investigation and defense thereof, including but not limited to court costs, reasonable expert witness fees, and attorney's fees) which may be charged to, recovered from, or incurred by any of the Indemnified Parties arising directly or indirectly out of (a) any breach of any representation or warranty made by CONTRACTOR in connection with this Contract or in any certificate, document, writing, or other instrument delivered by CONTRACTOR pursuant to this Contract or (b) any breach of any covenant or obligation of CONTRACTOR set forth in this Contract or any other certificate, document, writing, or other instrument delivered by CONTRACTOR pursuant to this Contract. This indemnification agreement is separate and apart from, and is in no way limited by, any insurance provided pursuant to this Contract or otherwise. This section relating to indemnification shall survive the Term and any holdover and/or contract extensions thereto, whether such Term expires naturally by the passage of time or is terminated earlier pursuant to the provisions of this Contract.

12. Insurance

12.01. Without limiting its liability under this Contract, CONTRACTOR shall procure prior to commencement of work and maintain at its sole expense during the life of this

Contract (and CONTRACTOR shall require its subcontractors, laborers, materialmen, and suppliers to provide, as applicable) insurance of the types and in amounts not less than the amounts stated below, and prior to the commencement of work provide a certificate with applicable endorsements on a form that is acceptable to CITY's Division of Risk Management evidencing the following required coverages to CITY:

<u>Schedule</u>	<u>Limits</u>
Worker's Compensation	Florida Statutory Coverage
Employer's Liability	\$100,000 Each Accident
	\$500,000 Disease Policy Limit
	\$100,000 Each Employee/Disease

CONTRACTOR's insurance shall cover CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, coverage is to be included for the Federal Employers' Liability Act and any other applicable federal or state law where appropriate.

Commercial General Liability - ISO Form CG0001 as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

Commercial General Liability	\$2,000,000	General Aggregate
	\$2,000,000	Products&Completed Ops Aggregate
	\$1,000,000	Personal/Advertising Injury
	\$1,000,000	Each Occurrence
	\$50,000	Fire Damage
	\$5,000	Medical Expenses
Automobile Liability (Coverage for all automobiles- owned, hired or non-owned)	\$1,000,000	Total Any One Accident

ISO Form CA0001 as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement). The CITY of Jacksonville shall be endorsed as an additional insured under all of the above Commercial General Liability and Automobile Liability coverages. Such insurance shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the CITY.

Professional Liability \$1,000,000 per Claim & Aggregate
(Also included in Professional Liability)

Professional Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Contract and with a three year reporting option beyond the annual expiration date of the policy. The coverage shall include additional coverage for Network and Information Security Offenses and Electronic Data (products) E&O.

12.02. The deductible amounts for any peril shall be deemed usual and customary in the insurance industry. CONTRACTOR shall be responsible for payment of its deductible(s). Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, CITY may, at its sole option, require additional insurance coverages in amounts responsive to those liabilities which may or may not require that CITY also be named as an additional insured.

12.03. Said insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes. Such insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better. Prior to commencing any work on the Project, Certificates of Insurance approved by CITY's Division of Risk Management demonstrating the maintenance of said insurance shall be furnished to CITY. CONTRACTOR shall be responsible for providing continuation certificate of insurance 30 days prior to each for the length of the Contract. CONTRACTOR shall provide to CITY thirty (30) days' prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal.

12.04. The insurance provided by CONTRACTOR shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by CITY or any of CITY's members, officials, officers, employees, and agents.

12.05. Except as authorized in this Contract, the insurance maintained by CONTRACTOR shall apply on a first dollar basis without application of a self-insurance, deductible, or self-insured retention. Except as authorized specifically in this Contract, no self-insurance, deductible, or self-insured retention for any required insurance provided by CONTRACTOR pursuant to this Contract will be allowed. If there is any self-insurance, deductible, or self-insured retention for any required insurance, CONTRACTOR shall be responsible for paying on behalf of CITY any self-insurance, deductible, or self-insured retention allowed under this paragraph. CITY will not be responsible for any self-insurance, deductibles, or self-insured retentions under this Contract.

12.06. Compliance with the insurance requirements of this Contract shall not limit the liability of CONTRACTOR or its subcontractors, employees, or agents to CITY or others. Any remedy provided to CITY or CITY's members, officials, officers, employees, or agents shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise.

12.07. Notwithstanding the prior submission of a Certificate of Insurance, copies of endorsements, or other evidence initially acceptable to CITY's Division of Risk Management, if requested to do so by CITY, CONTRACTOR shall provide CITY a certified, complete copy of the policies of insurance providing the coverage required herein within thirty (30) days after receipt of a written request from CITY to do so.

12.08. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, CITY may at its sole option require additional insurance coverages in amounts responsive to those liabilities, which coverages may or may not require that CITY also be named as an additional insured.

12.09. Anything to the contrary notwithstanding, the liabilities of CONTRACTOR under this Contract shall survive and not be terminated, reduced, or otherwise limited by any expiration or termination of insurance coverage. Neither approval of, nor failure to disapprove, insurance furnished by CONTRACTOR shall relieve CONTRACTOR or its sub-contractors or sub-subcontractors from the responsibility to provide insurance as required by the Contract.

13. Use of Sub-Contractors. Except to the extent the use of subcontractors is disclosed in the proposal or consented to in writing by CITY, CONTRACTOR shall not be

allowed to subcontract or assign any of its duties and obligations hereunder. In all cases, CONTRACTOR will be responsible for the acts or omissions of its subcontractors. CONTRACTOR will ensure that all relevant contractual obligations will flow down to the subcontractors and will be incorporated into the subcontracts (including the obligations, audits, termination, transition assistance, and the manner in which the Services are to be performed).

14. Governing Law/Venue.

14.01. The rights, obligations, and remedies of the parties as specified in this Contract shall be interpreted and governed by the laws of the State of Florida.

14.02. Venue for litigation of this Contract shall be in courts of competent jurisdiction located in Jacksonville, Duval County, Florida.

14.03. The parties waive any and all rights to a jury trial with respect to disputes arising under this Contract.

15. Severability. Should any section, paragraph, sentence, or provision of this Contract or the Contract Documents be determined by a court of competent jurisdiction to be in conflict with any applicable law or otherwise unenforceable, that section, paragraph, sentence, or provision shall be deemed to be severed from the Contract and the validity of the remaining provisions shall not be impaired.

16. Compliance with State and Other Laws, Licenses and Certifications:

16.01. In the provision of the Services, CONTRACTOR must comply with any and all applicable federal, state, and local laws, rules, regulations, and ordinances, as the same exist and may be amended from time to time. Such laws, rules, regulations, and ordinances shall include but are not limited to Chapter 119, Florida Statutes (the Florida Public Records Law), and Section 286.011, Florida Statutes (the Florida Sunshine Law). Such laws, rules, regulations,

and ordinances must also include, but are not limited to, obtaining and maintaining all licenses and certifications that are required to perform the Services contemplated in this Contract in the City of Jacksonville, State of Florida. If any of the obligations of this Contract are to be performed by a subcontractor, the provisions of this section shall be incorporated into and become a part of the subcontract.

17. Nondiscrimination Provisions.

17.01. In conformity with the requirements of Section 126.404, *Ordinance Code*, CONTRACTOR represents that it has adopted and will maintain a policy of nondiscrimination against employees or applicants for employment on account of race, religion, sex, color, national origin, age, or handicap in all areas of employment relations throughout the term of this Contract. CONTRACTOR agrees that on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms, and other pertinent data and records by the Executive Director of the Community Relations Commission or successor agency or commission for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this Contract; provided however, that CONTRACTOR shall not be required to produce for inspection records covering periods of time more than one (1) year prior to the day and year first above written. CONTRACTOR agrees that if any of the Services to be provided pursuant to this Contract are to be performed by a subcontractor, the provisions of this section shall be incorporated into and become a part of the subcontract.

18. Equal Employment Opportunity. The Equal Opportunity clause in Title 41, Part 60-1.4 of the Code of Federal Regulations (Paragraphs 1 through 7 of President's Executive Order 11246), the provisions of the Equal Opportunity for Individuals with Disabilities Act in 42

U.S.C. Section 12112, the Listing of Employment Openings for Veterans Clause in Title 41, Part 50-260.2 of the Code of Federal Regulations, and the Disabled Veterans and Veterans of the Vietnam Era Clause in Title 41, Part 60-250.5 of the Code of Federal Regulations are incorporated herein by reference if and to the extent applicable. If CONTRACTOR is exempt from any of the above-cited terms, written evidence of such exempt status must be provided to CITY.

19. Contingent Fees Prohibited. In conformity with Section 126.306, *Ordinance Code*, CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Contract, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of these provisions, CITY shall have the right to terminate this Contract without liability and, at its discretion, to deduct from the contract price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

20. Construction. Both parties acknowledge that they have had meaningful input into the terms and conditions contained in this Contract. Therefore, any doubtful or ambiguous provisions contained herein shall not be construed against the party who physically prepared this Contract.

21. Section Headings. Section headings appearing in this Contract and the Contract Documents are inserted for convenience only and shall in no way be construed to be an interpretation of text.

22. Definition of CONTRACTOR. As used herein, the term "CONTRACTOR" shall include but not be limited to Special Services of Jacksonville, Inc., its officers, employees, agents, subcontractors, and other persons, corporations, partnerships, firms, or entities working on its behalf.

23. Notice. All written notices required under this Contract and its Contract Documents shall be delivered by Certified United States Mail, return receipt requested or by other delivery with receipt to the following:

23.01. As to CITY:

Adam Brown, Director of Police Services
Jacksonville Sheriff's Office
Police Memorial Building
501 East Bay Street
Jacksonville, Florida 32202

23.02. As to CONTRACTOR:

Teresa Hendricks
Special Services of Jacksonville, Inc.
729 Parker Street
Jacksonville, Florida 32202

24. No Waiver. Failure by either party to insist upon strict performance of any of the provisions of this Contract or its Contract Documents, either party's failure or delay in exercising any rights or remedies provided in this Contract or its Contract Documents, CITY's payment for the Services or any part or combination thereof, or any purported oral modification or rescission of this Contract by an employee or agent of any party shall not release either party from its obligations under this Contract and shall not be deemed a waiver of any rights of either party to insist upon strict performance of this Contract and its Contract Documents or of either

party's rights or remedies under this Contract and its Contract Documents or by law, and shall not operate as a waiver of any of the provisions in this Contract or in its Contract Documents.

26. Conflict of Interest. The parties will follow the provisions of Section 126.112, *Ordinance Code*, with respect to required disclosures by public officials who have or acquire a financial interest in a bid or contract with CITY, to the extent the parties are aware of the same.

27. Public Entity Crimes Notice. The parties are aware and understand that a person or affiliate who has been placed on the State of Florida Convicted Vendor List following a conviction for a public entity crime may not: submit a bid on a contract to provide any goods or services to a public entity; submit a bid on a contract with a public entity for the construction or repair of a public building or public work; submit bids on leases of real property to a public entity; be awarded or perform work as a contractor, supplier, or subcontractor under a contract with any public entity; or, transact business with any public entity in excess of \$25,000.00 for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List.

28. Entire Contract/Amendments.

28.01 This Contract constitutes the entire Contract between the parties hereto for the Services to be performed and furnished by CONTRACTOR hereunder. No statement, representation, writing, understanding, agreement, course of action, or course of conduct made by either party or any representative of either party which is not expressed herein shall be binding.

28.02 All changes to, additions to, modifications of, or amendments to this Contract or any of the terms, provisions, and conditions hereof shall be binding only when in writing and signed by the authorized officer, agent, or representative of each of the parties hereto.

29. Prompt Payment:

29.01 *Generally.* When CONTRACTOR receives payment from CITY for labor, services, or materials furnished by subcontractors and suppliers hired by CONTRACTOR, CONTRACTOR shall remit payment due (less proper retainage) to those subcontractors and suppliers within fifteen (15) calendar days after CONTRACTOR's receipt of payment from CITY. Nothing herein shall prohibit CONTRACTOR from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its subcontractors and suppliers. In the event of such dispute, CONTRACTOR may dispute the disputed portion of any such payment only after CONTRACTOR has provided notice to CITY and to the subcontractor or supplier whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and, (iv) be delivered to CITY and said subcontractor or supplier within ten (10) calendar days after CONTRACTOR's receipt of payment from CITY. CONTRACTOR shall pay all undisputed amounts due within the time limits imposed by this section.

29.02. *Jacksonville Small and Emerging Business Enterprise and Minority Business Enterprise Participation.* Notwithstanding Chapter 126, Part 6, *Ordinance Code*, CONTRACTOR shall pay all contracts awarded with certified Jacksonville Small and Emerging Business Enterprises ("JSEB") and Minority Business Enterprises ("MBE"), as defined therein, their pro rata share of their earned portions of the progress payments made by CITY under this Contract within seven (7) business days after CONTRACTOR's receipt of payment from CITY (less proper retainage). The pro rata share shall be based on all work completed, materials and equipment furnished, or services performed by the certified JSEB or MBE at the time of

payment. As a condition precedent to progress and final payments to CONTRACTOR, CONTRACTOR shall provide to CITY with its requisition for payment, documentation that sufficiently demonstrates that CONTRACTOR has made proper payments to its certified JSEB's or MBE's from all prior payments CONTRACTOR has received from CITY. CONTRACTOR shall not unreasonably withhold payments to certified JSEB's and MBE's if such payments have been made to CONTRACTOR. If CONTRACTOR withholds payment to its certified JSEB's or MBE's after payment has been made by CITY to CONTRACTOR, CONTRACTOR shall return said payment to CITY. CONTRACTOR shall provide notice to CITY and to the certified JSEB's or MBE's whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and, (iv) be delivered to CITY and said JSEB's or MBE's within five (5) calendar days after CONTRACTOR's receipt of payment from CITY. CONTRACTOR shall pay all undisputed amounts due within the time limits imposed in this section. The failure to pay undisputed amounts to the JSEB's or MBE's within seven (7) business days shall be a breach of this Contract, compensable by one per-cent (1%) of the outstanding invoice being withheld by CITY, not as a penalty but as liquidated damages to compensate for the additional contract administration by CITY.

29.03. *Third Party Liability.* The Prompt Payment requirements hereunder shall in no way create any contractual relationship or obligation between CITY and any subcontractor, supplier, JSEB, MBE, or any third party, or create any CITY liability for CONTRACTOR's failure to make timely payments hereunder. However, CONTRACTOR's failure to comply with the Prompt Payment requirements shall constitute a material breach of CONTRACTOR's

contractual obligations to CITY. As a result of said breach, CITY, without waiving any other available remedy it may have against CONTRACTOR, may issue joint checks and charge CONTRACTOR a 0.2% daily late payment interest charge or the charges specified in Chapter 126, *Ordinance Code*, for JSEB's or MBE's and in Chapter 218, Florida Statutes, for non-JSEB's or non-MBE's, whichever is greater.

30. Assignment and Modification.

30.01. The rights and privileges granted hereunder shall not be assigned or transferred in any manner whatsoever by CONTRACTOR without the written approval of CITY.

30.02. No agreement to modify the Contract shall be binding on CITY unless such modification is reduced to writing and executed by an authorized agent of both CITY and CONTRACTOR.

31. Termination for Convenience.

31.01. This Contract may be terminated by CITY at any time without cause and without penalty by providing CONTRACTOR thirty (30) days' advance written notice of the intent to terminate the Contract.

31.02. In the event CITY and CONTRACTOR mutually agree in writing, CONTRACTOR may terminate this Contract on the terms and dates stipulated in such written instrument without penalty.

31.03. In the event of termination under subsections 31.01 or 31.02 above, all funds owed CONTRACTOR will be paid through the effective date of termination of this Contract.

32. Remedies upon CONTRACTOR Default.

32.01. Any one or more of the following events, if not cured within ten (10) calendar days after CONTRACTOR's receipt of written notice thereof, shall constitute an "Event of Default" on the part of CONTRACTOR: (i) CONTRACTOR fails to perform the Services within the time specified in this Contract or any extension hereto, (ii) CONTRACTOR fails to maintain adequate progress, thus endangering performance of the Contract, (iii) CONTRACTOR fails to honor any other material term of this Contract, or, (iv) CONTRACTOR fails to abide by any statutory, regulatory, or licensing requirement. CITY may extend the 10-day cure period in its discretion.

32.02. Upon an "Event of Default" on the part of CONTRACTOR, CITY will be entitled to terminate the Contract and pursue such other remedies available at law or equity, including the recovery of any re-procurement costs and delay damages. The rights and remedies available to CITY under the Contract are distinct, separate, and cumulative remedies, and no one of them, whether or not exercised by a party, shall be deemed to be in exclusion of any other.

32.03. If after termination it is determined that CONTRACTOR was not in default or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience.

33. Remedies upon CITY Default. CITY shall be in default if CITY fails to honor any material term of the Contract and such failure is not cured within forty-five (45) calendar days after receipt of written notice thereof from CONTRACTOR. In the event of CITY's default, CONTRACTOR will be entitled to terminate the Contract and pursue such other remedies available at law or equity as it deems appropriate. Except as expressly provided

elsewhere in the Contract, CONTRACTOR will not be entitled to recover any lost profits or consequential damages. The rights and remedies available to CONTRACTOR under the Contract are distinct, separate, and cumulative remedies, and no one of them shall be deemed to be in exclusion of any other.

34. Transition Assistance.

34.01. At any time prior to the date the Contract expires or terminates for any reason (the "Termination Date"), CITY may request CONTRACTOR to provide reasonable transition assistance services ("Transition Assistance"). CONTRACTOR shall provide such Transition Assistance until such time as CITY notifies CONTRACTOR that CITY no longer requires such Transition Assistance, but in no event for more than 180 days following the Termination Date.

34.02. Transition Assistance shall mean any services, functions, or responsibilities that are ordinarily or customarily provided to a purchaser to ensure that the services provided to that purchaser by a contractor are fully transitioned in a smooth and efficient manner to a new services provider (either CITY itself or a third party contractor). Transition Assistance includes the development and implementation of a detailed transition plan. To the extent that Transition Assistance will involve third parties hired by CITY, those third parties shall cooperate with CONTRACTOR in its provision of Transition Assistance and sign any reasonable non-disclosure agreements required by CONTRACTOR.

34.03. Transition Assistance rendered before the Termination Date shall be provided at no additional cost to CITY. Transition Assistance rendered after the Termination Date shall be provided at the rates negotiated by the parties prior to the rendering of such service,

which rates shall not exceed the standard market rates that CONTRACTOR charges to government entities for comparable services; provided however, that if CITY terminates the Contract because of a breach by CONTRACTOR, then the Transition Assistance shall be provided at no cost to CITY, and CITY will be entitled to any other remedies available to it under law. CONTRACTOR may withhold Transition Assistance after the Termination Date if CITY does not provide reasonable assurance that the charges for such Transition Assistance will be paid to CONTRACTOR in accordance with the invoicing and payment provisions of the Contract.

35. Changes in Ownership. Because the award of the Contract may have been predicated upon CONTRACTOR's ownership structure, CONTRACTOR agrees that any transfer of a substantial interest in CONTRACTOR by any of its owners shall require CITY's prior written approval, which approval shall not be unreasonably withheld or delayed. By execution of the Contract, CONTRACTOR represents that it has no knowledge of any intent to transfer a substantial interest in CONTRACTOR. A substantial interest shall mean at least 25% of the voting shares in CONTRACTOR. This section shall not apply to (i) transfers occurring upon the incapacitation or death of an owner, (ii) transfers associated with an initial public offering on the NYSE or NASDAQ markets, or (iii) transfers to a company whose stock is publicly traded on the NYSE or NASDAQ markets.

36. Social Security Act. CONTRACTOR shall be and remain an independent contractor with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liabilities for the payment of any and all contributions or taxes for social security, unemployment insurance, old age retirement benefits, pensions, or annuities now or

hereafter imposed under any state or federal law which are measured by the wages, salaries, or other remuneration paid to persons employed by CONTRACTOR. CONTRACTOR further agrees to obey all lawful rules and regulations and to meet all lawful requirements which now or hereafter may be issued or promulgated under said respective laws by duly authorized state or federal officials, and CONTRACTOR also agrees to indemnify and save harmless CITY from any such contributions of taxes or liabilities hereof.

37. Order of Precedence. In the event of any conflict between or among the provisions of this Contract and those of its Contract Documents or of any written amendment, the priority, in decreasing order of precedence, shall be: 1) fully executed amendments; 2) provisions in this Contract; 3) provisions in the Specifications; 4) the award; 5) provisions in CONTRACTOR's proposal.

38. Counterparts. This Contract and all amendments hereto may be executed in several counterparts, each of which shall be deemed to be an original, and all of such counterparts together shall constitute one and the same instrument.

[Remainder of page intentionally left blank. Signature page follows immediately.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Contract, in duplicate, the day and year first above written.

ATTEST:

By *James R. McCain Jr.*
James R. McCain, Jr.
Corporation Secretary



CITY OF JACKSONVILLE, FLORIDA

By *Karen Bowling*
Alvin Brown, Mayor
Karen Bowling
CITY Chief Administrative Officer
For: Mayor Alvin Brown
Under Authority of:
Executive Order No. 2013-04

In accordance with the Ordinance Code of the CITY of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing Contract, and that provision has been made for the payment of monies provided therein to be paid.

~~_____
Director of Finance~~

Form Approved:

James R. McCain Jr.
Office of General Counsel

ATTEST:

SPECIAL SERVICES OF JACKSONVILLE, INC.

Roberta A. Guiffre
Signature
Roberta A. Guiffre
Type/Print Name
Manager
Title

Teresa Y. Hendricks
Signature
TERESA Y. HENDRICKS
Type/Print Name
President
Title

CONTRACTOR

Encumbrance and funding information for internal City use:

Payment(s) by various subsequently issued Purchase Orders

Account Summary..... SHPS 01155 AD - 03412
Total Contract Amount..... \$651,560.00

This above stated amount is the maximum fixed monetary amount of the foregoing contract. It shall not be encumbered by the foregoing contract. It shall be encumbered by one (1) or more subsequently issued Purchase Order(s) that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such Purchase Order(s) are issued.

In accordance with Section 24.103(e), of the *Ordinance Code* of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; *provided however*, this certification is not nor shall it be interpreted as an encumbrance of funding under this Contract. Actual encumbrance[s] shall be made by subsequent purchase order[s], as specified in said Contract.



Director of Finance

City Contract # 9107-02





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/21/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SAN OF TAMPA BAY INC 211064 P: (727) 521-2100 F: (727) 528-0626 1 BEACH DRIVE 2ND FLOOR ST PETERSBURG FL 33701	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME:</td> </tr> <tr> <td>PHONE (A/C, No, Ext):</td> <td>(727) 521-2100</td> </tr> <tr> <td>FAX (A/C, No):</td> <td>(727) 528-0626</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS:</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td colspan="2" style="text-align: right;">NAIC#</td> </tr> <tr> <td>INSURER A:</td> <td>Twin City Fire Ins Co</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	CONTACT NAME:		PHONE (A/C, No, Ext):	(727) 521-2100	FAX (A/C, No):	(727) 528-0626	E-MAIL ADDRESS:		INSURER(S) AFFORDING COVERAGE		NAIC#		INSURER A:	Twin City Fire Ins Co	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER E:																									
INSURER F:																									
INSURED SPECIAL SERVICES OF JACKSONVILLE 729 PARKER ST JACKSONVILLE FL 32202																									

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LITE	TYPE OF INSURANCE	ADDL INSR	SUBR BYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	21 WEC AC9423	09/23/2013	09/23/2014	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

CANCELLATION

City of Jacksonville 117 W DUVAL ST STE 450 JACKSONVILLE, FL 32202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/17/2013

PRODUCER (425)357-1555 FAX: (800)521-1528
 InsuranceTek, Inc.
 CA #0E32789 Fax 800-521-1528
 PO Box 70
 Snohomish WA 98291-0070

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
 Special Services of Jacksonville, Inc.
 729 Parker Street
 Jacksonville FL 32202

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Western Heritage Ins CO	
INSURER B: American States Insurance Co	19704
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY	scp0892502-42845	4/18/2013	4/18/2014	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
		<input checked="" type="checkbox"/> PROFESSIONAL E&O				PERSONAL & ADV INJURY	\$ 1,000,000
		<input checked="" type="checkbox"/> BLANKET ADDL INSURED				GENERAL AGGREGATE	\$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COM/POP AGG	\$ 1,000,000
B		AUTOMOBILE LIABILITY	25CC29669130	4/18/2013	4/18/2014	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input checked="" type="checkbox"/> HIRED AUTOS					
		<input checked="" type="checkbox"/> NON-OWNED AUTOS					
		<input checked="" type="checkbox"/> COMP	500				
		<input checked="" type="checkbox"/> Collision	500				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC AGG	\$
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
		<input type="checkbox"/> DEDUCTIBLE					\$
		RETENTION \$					\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS	OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N				E.L. EACH ACCIDENT	\$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$
		OTHER				E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 With respects to the above named insured.

CERTIFICATE HOLDER

CANCELLATION

Verification of Insurance Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Vicki Boser/TEFFT

Vicki L Boser