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**AGREEMENT
BETWEEN
THE CITY OF JACKSONVILLE
AND
STANDARD INSURANCE COMPANY
FOR
CITY OF JACKSONVILLE GROUP LIFE INSURANCE PLAN**

THIS AGREEMENT is made and entered into in duplicate this 6 day of Feb., ²⁰¹⁵~~2014~~ (hereinafter the "Effective Date"), by and between the CITY OF JACKSONVILLE, a municipal corporation existing under the Constitution and the laws of the State of Florida, hereinafter the "CITY") and STANDARD INSURANCE COMPANY, a foreign profit corporation authorized to do business in Florida with principal offices at 100 S.W. 6th Avenue, Portland, Oregon 97204 (hereinafter the "CONSULTANT"), for a Group Life Insurance Plan for the City of Jacksonville (hereinafter the "Project").

WITNESSETH:

WHEREAS, CITY prepared a Request for Proposal (P-13-14) for professional services for the Project; and

WHEREAS, CONSULTANT submitted a proposal to CITY and was selected by CITY as the best and most qualified applicant; and

WHEREAS, CITY and CONSULTANT have negotiated mutually satisfactory terms for the execution of the Project; now therefore

IN CONSIDERATION of the premises and of the mutual covenants and agreements hereinafter contained, CITY hereby engages CONSULTANT for the Project in accordance with the following:

ARTICLE 1: Engagement of CONSULTANT:

1.01. CITY hereby engages CONSULTANT and CONSULTANT hereby accepts said engagement for the purpose of providing to CITY professional services for the Project as described in and according to the provisions of the "Scope of Services", attached hereto as **Exhibit A** and by this reference made a part hereof (the "Services").

1.02. If any services, functions, or responsibilities not specifically described in this Agreement are necessary for the proper performance and provision of the Services, they shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described in this Agreement and/or the Scope of Services. CONSULTANT shall be responsible for providing the equipment, supplies, personnel (including management, employees, and training), and other resources as necessary to provide the Services.

ARTICLE 2: Coordination and Services Provided by CITY:

CITY shall designate for the Services received a Project Coordinator who will, on behalf of CITY, coordinate with CONSULTANT and administer this Agreement according to the terms and conditions contained herein and in the exhibit(s) attached hereto and made a part hereof. It shall be the responsibility of CONSULTANT to coordinate all Project-related activities with the designated Project Coordinator. CITY's Project Coordinator shall be Mary DiPerna (phone (904) 630-1212, x6719; fax (904) 630-1294; mdiperna@coj.net).

ARTICLE 3: Duration of Agreement, Termination and Default:

3.01. The term of this Agreement shall become effective as of the first day of January, 2015, and shall continue and remain in full force and effect as to all its terms, conditions, and provisions as set forth herein until December 31, 2015, unless sooner terminated by either party pursuant to the terms of the group life insurance policy. This Agreement may be renewed, in the sole discretion of CITY, for up to four (4) additional one (1) year periods upon terms and conditions mutually agreeable to the parties.

3.02. Should either party default in its obligations under this Agreement, the non-defaulting party shall provide written notice to the defaulting party of the default. The defaulting party shall be given ten (10) business days from receipt of the notice of default (or any such other amount of time agreed to by the parties in writing) to remedy the default. If the default is not remedied within such time frame, the non-defaulting party may terminate this Agreement as provided in Section 3.01 hereof.

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

3.04. Notwithstanding the foregoing or any other provision of this Agreement to the contrary, in the event of a default, the non-defaulting party shall be entitled to all available remedies at law or equity.

ARTICLE 4. Meetings and Public Hearings:

CONSULTANT must attend all meetings and public hearings relative to the Services being performed by it where its presence is determined to be necessary and requested by CITY and CONSULTANT can reasonably schedule its appearance.

ARTICLE 5: 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, and the time for performance of either party hereunder shall in such event be extended for a period equal to any time lost due to such prevention or delay.

ARTICLE 6: Subcontractors Defined:

For purposes of this Agreement, the term "Subcontractors" shall mean those entities CONSULTANT hires to perform services solely for CITY pursuant to this Agreement.

ARTICLE 7: Payments for Services of CONSULTANT:

7.01. CITY will compensate CONSULTANT for the Services rendered hereunder in accordance with the following terms:

7.01.01. CONSULTANT's professional fees under the terms of the Agreement shall be those contained in the "Rate Sheets", attached hereto as **Exhibit B** and by this reference made a part hereof, for the term of this Agreement. CONSULTANT's professional fees shall be billed monthly for Services provided the previous month using invoices and such other documentation satisfactory to CITY to allow and authorize payment. Each such invoice shall include the amount of payment requested, the amount previously paid, and any other such information as may be reasonable and necessary to secure the written approval of the invoice by CITY's Project Coordinator. Payments are due the first of the month. There is a forty-five (45) day grace period. Premiums are considered delinquent if they are not received by the end of the specified grace period. CONSULTANT shall commence performance of the Services listed on **Exhibit B** only after being directed to do so by the Project Coordinator.

7.01.02. The maximum indebtedness of CITY for all fees, reimbursable items, or other costs for Services provided by CONSULTANT pursuant to this Agreement shall not exceed the sum of THREE MILLION AND 00/100 DOLLARS (\$3,000,000.00) for the term of this Agreement. If the plan is changed by amendment or by law, or if there is a significant change in the size of the group, CONSULTANT reserves the right to re-rate the group. At renewal, rates are developed using a combination of calculated rates and CITY's experience. CITY will normally be given 180 days' written notice of rate change.

7.02. CITY's obligations under this Agreement are contingent upon the availability of lawfully appropriated funds for the Project and this Agreement.

ARTICLE 8: Indemnity:

8.01. CONSULTANT, and without limitation its employees, agents, and sub-contractors (individually or collectively referred to as the "Indemnifying Parties"), shall hold harmless, indemnify, and defend CITY, including without limitation its officers, officials, directors, employees,

representatives, and agents (individually or collectively referred to as the "Indemnified Parties") from and against:

8.01.01. General Tort Liability, including without limitation any and all claims, actions, losses, damages, injuries, liabilities, costs, and expenses of whatsoever kind or nature (including, but not by way of limitation, attorney's fees and court costs) arising out of injury (whether mental or corporeal) to persons, including death, or damage to property arising out of or incidental to the Indemnifying Parties' performance of this Agreement or work performed hereunder; and

8.01.02. Intellectual Property Liability, including without limitation 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 will pay all costs (including, but not limited to, attorney's fees and court costs), damages, charges, and expenses charged to the Indemnified Parties by reason thereof. 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, the Indemnifying Parties shall immediately make every reasonable effort to secure for the Indemnified Parties a license authorizing the continued use of the Service or product. If the Indemnifying Parties fail to secure such a license for the Indemnified Parties, then the Indemnifying Parties 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 so that the Service or product is non-infringing; and

8.01.03. Violation of Laws Liability, including without limitation 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 from or based upon the violation of any federal, state, or municipal laws, statutes, resolutions, rules, or regulations by the Indemnifying Parties or those under their control and arising out of or incidental to the Indemnifying Parties' performance of this Agreement or work performed hereunder; and

8.01.04. Liability from Breach of Representations, Warranties, and Obligations, including without limitation 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 incurred by, charged to, or recovered from any of the foregoing arising directly or indirectly out of (a) any breach of any representation or warranty made by the Indemnifying Parties in connection with this Agreement or in any certificate, document, writing, or other instrument delivered by the Indemnifying Parties pursuant to this Agreement or (b) any breach of any covenant or obligation of the Indemnifying Parties set forth in this Agreement or any other certificate, document, writing, or other instrument delivered by the Indemnifying Parties pursuant to this Agreement.

8.02. The indemnifications in this Article 8 are separate and apart from and in no way limited by any insurance provided pursuant to the Agreement or otherwise. This Article 8 shall survive the expiration or termination of the Agreement.

8.03. To the extent an Indemnified Party exercises its rights under this Article 8, the Indemnified Party will provide reasonable notice to CONSULTANT of the applicable claim or liability and allow CONSULTANT to participate in the litigation of such claim or liability at CONSULTANT's expense to protect its interests. Each party will cooperate in the investigation, defense, and settlement of claims and liabilities that are subject to indemnification hereunder, and each party will obtain the prior written approval of the other party before entering into any settlement of such claim or liability, which consent shall not be unreasonably withheld, delayed, or conditioned.

8.04. CITY shall, subject to the limitations and provisions of Section 768.28, Florida Statutes, (which provisions are not expanded, altered, or waived) defend, indemnify, and save harmless CONSULTANT, its officers, employees, and agents from suits, actions, proceedings, claims, judgments, costs, damages, and expenses, at law or in equity, in connection with loss of life, bodily or personal injury, property damage, or any other damage arising from or out of any occurrence in, upon, at, or from this Agreement and resulting from any negligent act or negligent omission of CITY, its officers, agents, and employees.

ARTICLE 9: Insurance:

9.01. Without limiting its liability under this Agreement, CONSULTANT shall at all times during the term of this Agreement procure prior to commencement of work and maintain at its sole expense during the life of this Agreement (and CONSULTANT shall require its contractors, subcontractors, laborers, materialmen, and suppliers hired to perform services solely for CITY to provide, as applicable), insurance of the types and in amounts no less than those stated below, and prior to 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:

SCHEDULE	LIMITS
Workers Compensation	Oregon with an "All States Endorsement which includes Florida Statutory Coverage
Employer's Liability (including appropriate federal acts)	\$100,000 Each Accident \$500,000 Disease Policy Limit \$100,000 Each Employee/Disease

This insurance shall cover CONSULTANT (and to the extent its subcontractors and sub-subcontractors are not otherwise insured, its subcontractors and sub-subcontractors) for those sources of liability which would be covered by the 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). CONSULTANT is responsible for providing federal acts when applicable, i.e., US&H, Jones Act, and FELA.

Commercial General Liability (including premises operations, and blanket contractual liability)	\$2,000,000 General Aggregate \$2,000,000 Products/Comp.Ops Agg. \$1,000,000 Personal/Advertising Injury \$1,000,000 Each Occurrence \$50,000 Fire Damage \$5,000 Medical Expenses
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Such insurance shall be consistent with the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida.

Automobile Liability (all automobiles-owned, hired or non-owned used in the performance of this Agreement)	\$1,000,000 Combined Single Limit
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ISO Form CA0001 as filed for use in the State of Florida must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

Professional Liability	\$5,000,000 Per Claim and Aggregate
Financial Institution Bond	\$15,000,000 Per Claim \$ 250,000 Retention

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 Agreement. If provided on a Claims Made Form, the coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

Each policy 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 Services, Certificates of Insurance approved by CITY's Division of Risk Management demonstrating the maintenance of said insurance shall be furnished to CITY. The certificates shall provide that no material alteration or cancellation, including expiration and non-renewal, shall be effective until thirty (30) days after receipt of written notice by CITY.

CITY and its members, officials, officers, employees, and agents shall be endorsed as an additional insured under all of the above Commercial General Liability coverage using ISO Form CG2010 and Automobile Liability using ISO Form CA2048 if vehicles are an integral part of the Agreement.

All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of CITY and CITY's members, officials, officers, and employees.

The insurance provided by CONSULTANT 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 the CITY's members, officials, officers, and employees.

Except as authorized in this Agreement, the insurance maintained by CONSULTANT shall apply on a first dollar basis without application of a self-insurance, deductible, or self-insured retention. If there is any self-insurance, deductible, or self-insured retention for any required insurance, CONSULTANT 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 Agreement.

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

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, CONSULTANT shall, within thirty (30) days after receipt of a written request from CITY, provide CITY with a certified, complete copy of the policies of insurance providing the coverage required herein.

Should CITY decide to change the scope of services, CITY may 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.

The liabilities of CONSULTANT under the Agreement 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 CONSULTANT shall relieve CONSULTANT or its subcontractors from the responsibility to provide insurance as required by this Agreement.

In case any class of employees engaged in hazardous work under the Agreement is not protected under the Workers' Compensation statute, CONSULTANT shall provide, and cause each subcontractor to provide, adequate insurance, satisfactory to CITY, for the protection of employees not otherwise protected.

ARTICLE 10: Accuracy of Work:

10.01. In providing the Services under this Agreement, CONSULTANT, including its officers, employees, agents, and subcontractors, shall exercise that degree of skill and care required by customarily accepted good practices and procedures for the performance of the same or similar services. CONSULTANT shall be responsible for the accuracy of its work, including work by any subcontractors, and shall promptly make necessary revisions or corrections resulting from errors and omissions on the part of the CONSULTANT or subcontractors at no additional compensation. Acceptance of the work by CITY shall not relieve CONSULTANT of the responsibility for subsequent corrections of any such errors and omissions and the clarification of any ambiguities.

10.02. At any time during the provision of Services under this Agreement or during any phase of work performed by others based on data furnished by CONSULTANT under this Agreement, CONSULTANT shall confer with CITY for the purpose of interpreting the information furnished and/or correcting any errors and/or omissions made by CONSULTANT to the extent permitted by applicable law. CONSULTANT shall prepare all drawings or data to correct its errors and omissions without added compensation even though final payment may have been received therefor.

10.03. CONSULTANT shall be and remain liable, in accordance with applicable law, and shall indemnify, hold harmless, and defend CITY from all damages to CITY caused by CONSULTANT's breach of contract or its negligent performance of any Services under this Agreement. CONSULTANT shall not be responsible, however, for any time delays in the Project caused by circumstances beyond CONSULTANT's control.

ARTICLE 11: Nonwaiver:

Failure by either party to insist upon strict performance of any of the provisions hereof, either party's failure or delay in exercising any rights or remedies provided herein, CITY's payment for the Services or any part or combination thereof, or any purported oral modification or rescission of this

Agreement by an employee or agent of either party shall not release either party from its obligations under this Agreement, shall not be deemed a waiver of any rights of either party to insist upon strict performance hereof or of either party's rights or remedies under this Agreement or by law, and shall not operate as a waiver of any of the provisions hereof.

ARTICLE 12: Ownership of Documents and Equipment/Copyrights, Trade Secrets and Security:

12.01. CONSULTANT agrees that upon completion of the Services, all drawings, designs, specifications, renderings, notebooks, tracings, photographs, negatives, reports, findings, recommendations, data, and memoranda of every description arising out of or relating to the Services rendered by CONSULTANT under this Agreement are to become the property of CITY, as well as all equipment, expendable equipment, and materials purchased with Project funds. The use of these materials in any manner by CITY shall not support any claim by CONSULTANT for additional compensation. CONSULTANT shall have no liability to CITY for damages, claims, and losses, including defense costs, arising out of any use of the aforementioned documents for any purpose other than as set forth in this Agreement without the written authorization of CONSULTANT. This Section 12.01 does not apply to proprietary records created in the ordinary course of CONSULTANT's business, including claims, sales, underwriting, and marketing files

12.02 CITY acknowledges that certain formats to be provided by CONSULTANT are copyrighted. However, in accordance with applicable "Public Records" laws, each file and all papers pertaining to any activities performed for or on behalf of CITY are public records available for inspection by any person even if the file or paper resides in CONSULTANT's office or facility. CITY shall agree, to the extent permitted by law, to protect any information deemed a trade secret as that term is used in applicable statutes.

ARTICLE 13: Compliance with State and Other Laws/Licenses and Certifications:

In the provision of the Services, CONSULTANT 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 Agreement in the City of Jacksonville, State of Florida. If any of the obligations of this Agreement are to be performed by a subcontractor, the provisions of this section shall be incorporated into and become a part of the subcontract.

ARTICLE 14: Non-Discrimination Provisions:

In conformity with the requirements of Section 126.404, *Ordinance Code*, CONSULTANT represents that it has adopted and will maintain a policy of non-discrimination 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 Agreement. CONSULTANT 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 non-discrimination provisions of this Agreement; provided however, that CONSULTANT 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. CONSULTANT agrees that if any of the Services to be provided pursuant to this Agreement are to be performed by a subcontractor, the provisions of this Article 14 shall be incorporated into and become a part of the subcontract.

ARTICLE 15: 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. § 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 CONSULTANT is exempt from any of the above-cited terms, written evidence of such exempt status must be provided to CITY.

ARTICLE 16: Contingent Fees Prohibited:

In conformity with Section 126.306, *Ordinance Code*, CONSULTANT warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement 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 CONSULTANT any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of these provisions, CITY shall have the right to terminate this Agreement 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.

ARTICLE 17: Truth in Negotiation:

In conformity with Section 126.305, *Ordinance Code*, CONSULTANT understands and agrees that execution of this Agreement by CONSULTANT shall be deemed to be simultaneous execution of a truth-in-negotiation certificate under this provision to the same extent as if such certificate had been executed apart from this Agreement, such certificate being required by Section 126.305, *Ordinance Code*, for professional services contracts over sixty-five thousand dollars (\$65,000.00). Pursuant to such

certificate, CONSULTANT hereby states that the wage rates and other factual unit costs supporting the compensation hereunder are accurate, complete, and current at the time of contracting. Further, CONSULTANT agrees that the compensation hereunder shall be adjusted to exclude any significant sums where CITY determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs, provided that any and all such adjustments shall be made within one (1) year following the completion date of this Agreement. This provision does not apply to inaccurate, incomplete, or noncurrent wage rates or other factual unit costs provided by or on behalf of CITY. This provision is in no way meant to conflict with the terms of the group insurance policy or CONSULTANT's right to collect accurate premium or set rates pursuant to the group insurance policy and applicable insurance laws.

ARTICLE 18: Independent Contractor:

In the performance of this Agreement, CONSULTANT shall be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture, or associate of CITY. CONSULTANT shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized in the full performance of this Agreement.

ARTICLE 19: Retention of Records/Audit:

19.01. CONSULTANT must establish and maintain books, records, contracts, subcontracts, papers, financial records, supporting documents, statistical records, goods, services, and all other documents in whatsoever form or format, including but not limited to electronic storage media (for purposes of this Article 19, hereinafter referred to as the "Records") sufficient to reflect all receipts and expenditures of funds provided by CITY under this Agreement.

19.02. CONSULTANT must retain all Records for a period consistent with applicable law. If an audit has been initiated and audit findings have not been resolved at the end of six years, the Records

shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement at no additional cost to CITY.

19.03. Within sixty (60) days of a written request from CITY and at CITY's expense, CONSULTANT must facilitate the duplication and transfer of any Records during the required retention period in Section 19.02 hereof.

19.04. CONSULTANT must provide these Records at all reasonable times for inspection, review, copying, or audit by CITY.

19.05. At all reasonable times for as long as the Records are maintained, CONSULTANT must allow persons duly authorized by CITY to examine any of the Records, regardless of the form in which kept, provided such duly authorized person must not be a competitor of CONSULTANT.

19.06. CONSULTANT must insure that all related party transactions are disclosed to the auditor.

19.07. CONSULTANT must comply and cooperate immediately with any inspections, reviews, and investigations deemed necessary by CITY.

19.08. With reasonable notice, CONSULTANT must permit CITY to interview any employees, subcontractors, and subcontractor employees of CONSULTANT to assure CITY of the satisfactory performance of the terms and conditions of this Agreement. Following such review, if performance of CONSULTANT is in the opinion of CITY deficient, CITY will deliver to CONSULTANT a written report of the deficiencies and request for development by CONSULTANT of a corrective action plan. CONSULTANT hereby agrees to prepare and submit to CITY said corrective plan within ten (10) days of receiving CITY's written report. Thereafter, CONSULTANT must correct all deficiencies in the corrective action plan within ten (10) days of CITY's receipt of the corrective action plan.

19.09. All reports, audits, and other information provided by CONSULTANT pursuant to this Article 19 shall contain the following statement: "The information provided to the City of Jacksonville in this submittal is submitted under penalties of perjury under Section 837.06, Florida Statutes."

19.10. To the extent that CONSULTANT uses subcontractors in the performance of the Services under this Agreement or assigns this Agreement with prior CITY consent, CONSULTANT must include the aforementioned audit, inspections, investigations, and record keeping requirements in all such subcontracts and assignments.

19.11. All audits, reviews, inspections, and any other access by CITY to CONSULTANT's information and facilities shall be subject to applicable privacy and confidentiality laws as well as CONSULTANT's confidentiality and privacy policies.

ARTICLE 20: Governing State Law/Venue/Severability:

The rights, obligations, and remedies of the parties as specified under this Agreement shall be interpreted and governed in all aspects by the laws of the State of Florida. Should any provision of this Agreement be determined by the courts to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions shall not be impaired. Venue for litigation of this Agreement between CITY and CONSULTANT shall be in courts of competent jurisdiction located in Jacksonville, Duval County, Florida.

ARTICLE 21: Article Headings:

Article headings appearing herein are inserted for convenience or reference only and shall in no way be construed to be interpretations of text.

ARTICLE 22: Construction:

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

ARTICLE 23: Successors and Assigns/Personal Liability:

CITY and CONSULTANT each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement, and any assignment or transfer by CONSULTANT of its interests in this Agreement without the prior written consent of CITY shall be void, in the sole discretion of CITY. Nothing herein shall be construed as creating any personal liability on the part of any officer, employee, or agent of CITY.

ARTICLE 24: Notice:

All notices under this Agreement shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

24.01. As to CITY:

Mary DiPerna, Manager
Compensation and Benefits Division
117 West Duval Street, Suite 150
Jacksonville, Florida 32202

24.02. As to CONSULTANT:

Standard Insurance Company
Alison Brogan, Account Manager
4350 West Cypress Street, Suite 920 Tampa, Florida 33607

Standard Insurance Company
Attn: Associate Counsel – ISG Legal
Portland, Oregon 97204

ARTICLE 25: CONSULTANT Defined:

As used herein, the term “CONSULTANT” shall include but not be limited to Standard Insurance Company, its officers, employees, agents, subcontractors, and other persons, firms, partnerships, corporations, or entities working for it or on its behalf.

ARTICLE 26: Ethics in Professional Service Agreements:

CONSULTANT represents that it has reviewed the provisions of the Jacksonville Ethics Code, as codified in Chapter 602, *Ordinance Code*, and the provisions of the Jacksonville Purchasing Code, as codified in Chapter 126, *Ordinance Code*.

ARTICLE 27: 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.

ARTICLE 28: 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, subcontractor, or consultant under a contract with any public entity; or, transact business with any public entity in excess of \$35,000.00 for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List.

ARTICLE 29: Entire Agreement/Amendments:

29.01 This Agreement together with CONSULTANT's group life insurance policy constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by CONSULTANT 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.

29.02 All changes to, additions to, modifications of, or amendments to this Agreement 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.

ARTICLE 30: Prompt Payment:

30.01 *Generally.* When CONSULTANT receives payment from CITY for labor, services, or materials furnished by Subcontractors and suppliers hired by CONSULTANT, CONSULTANT shall remit payment due (less proper retainage) to those subcontractors and suppliers within fifteen (15) calendar days after CONSULTANT's receipt of payment from CITY. Nothing herein shall prohibit CONSULTANT 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, CONSULTANT may dispute the disputed portion of any such payment only after CONSULTANT has provided notice to CITY and to the subcontractor and 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 CONSULTANT's receipt of payment from CITY. CONSULTANT shall pay all undisputed amounts due within the time limits imposed by this section.

30.02. *Jacksonville Small and Emerging Business Enterprise and Minority Business Enterprise Participation.* Notwithstanding Chapter 126, Part 6, *Ordinance Code*, CONSULTANT 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 portion of the progress payments made by CITY under this Agreement within seven (7) business days after CONSULTANT'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

CONSULTANT, CONSULTANT shall provide to CITY with its requisition for payment, documentation that sufficiently demonstrates that CONSULTANT has made proper payments to its certified JSEB's or MBE's from all prior payments CONSULTANT has received from CITY. CONSULTANT shall not unreasonably withhold payments to certified JSEB's and MBE's if such payments have been made to CONSULTANT. If CONSULTANT withholds payment to its certified JSEB's or MBE's, which payment has been made by CITY to CONSULTANT, CONSULTANT shall return said payment to CITY. CONSULTANT 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 CONSULTANT's receipt of payment from CITY. CONSULTANT 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 Agreement, 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.

30.03. *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 CONSULTANT's failure to make timely payments hereunder. However, CONSULTANT's failure to comply with the Prompt Payment requirements shall constitute a material breach of CONSULTANT's contractual obligations to CITY. As a result of said breach, CITY, without waiving any other available remedy it may have against CONSULTANT, may issue joint checks and charge CONSULTANT 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.

ARTICLE 31: Incorporation by Reference:

The "Whereas" recitals at the beginning of this Agreement are true and correct and by this reference are made a part hereof and are incorporated herein. Similarly, all exhibits and other attachments to this Agreement that are referenced in this Agreement are by this reference made a part hereof and are incorporated herein.

ARTICLE 32: Order of Precedence:

In the event of any conflict between or among the provisions of this Agreement and those of any exhibit attached hereto or of any amendment, the priority in decreasing order of precedence shall be: 1) fully executed amendment; 2) provisions in this Agreement; and 3) exhibits to this Agreement. Notwithstanding anything else in this Article 32, Order of Precedence, the terms and conditions of CONSULTANT's group insurance policy shall govern eligibility for insurance and benefits and CONSULTANT's right to underwrite and terminate its group insurance policy.

ARTICLE 33: Counterparts

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day

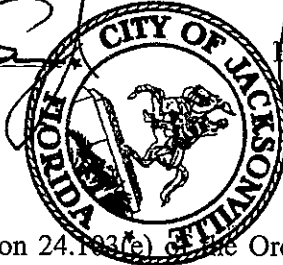
and year first above written.

ATTEST:

Cleveland Ferguson III
Deputy Chief Administrative Officer
For Mayor Alvin Brown
Under Authority of:
Executive Order No. 2015-01

CITY OF JACKSONVILLE

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



By Alvin Brown
Alvin Brown
Mayor

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, and that provision has been made for the payment of monies provided therein to be paid.

C. Ronald Belton
Director of Finance
CITY Contract Number: 10072
pro

Form Approved:

James R. McCain, Jr.
Office of General Counsel

WITNESS:

STANDARD INSURANCE COMPANY

By Leslie Huffman
Signature

By M. J. Klimhammer
Signature

Leslie Huffman
Type/Print Name

MARTY KLIMHAMMER
Type/Print Name

Sr. National Accts Consultant
Title

2nd V.P., Customer Support
Title

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EXHIBIT "A"

SCOPE OF SERVICES

1.2 Scope of Services.

A. In accordance with Chapter 126, Part 3, of the Jacksonville Municipal Code, the City of Jacksonville, Florida (City) is soliciting competitive proposals with this Request for Proposal (RFP), to provide Group Life Insurance Plans and other requested services for all full time working 30 or more hours per week and eligible part time employees, their eligible dependents and eligible retirees, and certain other eligible members of the City of Jacksonville. The City includes all City departments, City Council, Tax Collector, Property Appraiser, Clerk of the Courts, Elections Office, Jacksonville Sheriff's Office, Jacksonville Fire/Rescue, Police and Fire Pension Fund, Jacksonville Housing Authority, Northeast Florida Planning Council, and First Coast Worksource.

B. The effective date of this plan is to be January 1, 2015.

C. The proposal must offer the following: an Employee Group Life Insurance plans, Dependent Group Life Insurance plans, Supplemental Insurance Plans and AD&D Plans. The successful Group Life Insurance Company must provide complete Group Life Insurance plan administration, premium accounting and auditing procedures, claims adjudication, financial reporting, enrollment assistance and comprehensive member services for the length of the agreement for the length of the contract.

D. Provide the City of Jacksonville with a premium payment plan that allows the City to pay their premiums 45 days in arrears.

E. Each Proposer(s) must provide information to demonstrate their capabilities, past and present, in providing the following services:

- One (1) company to provide the requested Group Life Insurance Plans to the full time employees working at least 30 hours or more per week, eligible part time employees and their eligible dependents and eligible retirees of the City of Jacksonville.
- Provide waiver coverage for (10) ten current waived employees
- Provide realistic and competitive premiums for the requested services.
- Provide quality claims management and adjudication
- Provide excellent and timely member services
- Provide excellent and timely client services
- Provide a comprehensive premium and claims reporting package that at a minimum provides total premiums paid, total paid claims, number of participating employees and dependents on a quarterly basis.
- Provide legal and legislative updates to the City and the City's benefit administrator with issues regarding changes in State and Federal statutes and legislation.

The Standard will notify City of Jacksonville if changes to applicable law require an amendment to the group insurance policy or administrative services agreement. There is no charge for this service. The Standard does not provide legal services or advice to our customers in the course of providing group life insurance coverage. The City should obtain legal advice from their legal counsel.

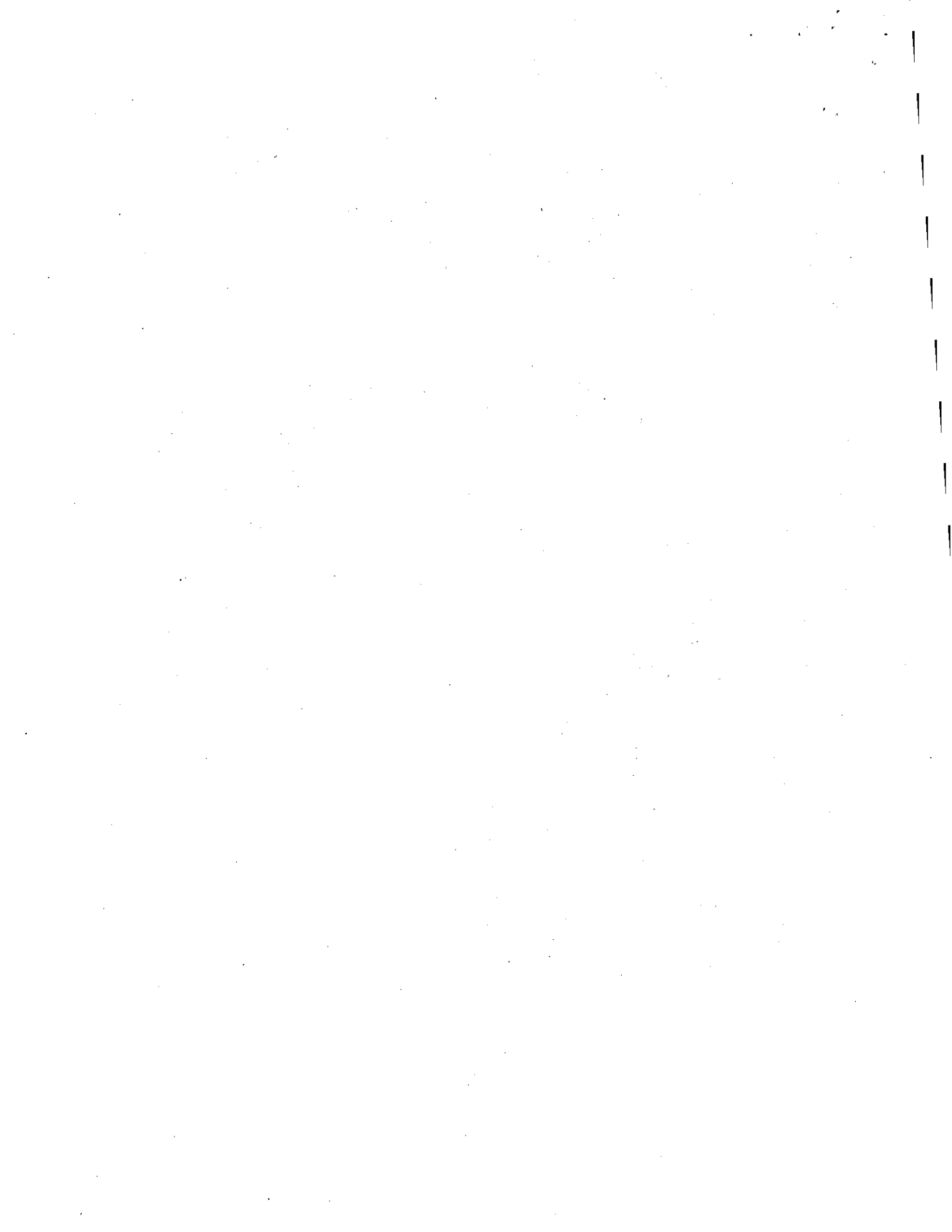


EXHIBIT "B"
RATE SHEETS
City of Jacksonville

Rates Without the Administrative Fee					
Life Insurance Rates	Plan Year 1	Plan Year 2	Plan Year 3	Plan Year 4	Plan Year 5
Employee Life	0.105	0.105	0.105	*See below	*See below
AD&D	0.015	0.015	0.015	*See below	*See below
Supplemental Life					
< age 30	0.10	0.10	0.10	*See below	*See below
30 - 34	0.20	0.20	0.20	*See below	*See below
35 - 39	0.36	0.36	0.36	*See below	*See below
40 -55	0.45	0.45	0.45	*See below	*See below
>55	0.53	0.53	0.53	*See below	*See below
Supplemental AD&D	0.03	0.03	0.03	*See below	*See below
Dependent Life 20/10/2	5.30	5.30	5.30	*See below	*See below
Dependent Life 10/5/1	2.65	2.65	2.65	*See below	*See below
Retiree Life	1.98	1.98	1.98	*See below	*See below
Part Time Life	0.105	0.105	0.105	*See below	*See below

*The rates will be guaranteed for 3 years. Thereafter, a two-year conditional extension will be provided if the combined, all- years Life incurred loss ratio does not exceed 78% when calculated 180 days prior to the renewal.

Rates With the Administrative Fee Included					
Life Insurance Rates	Plan Year 1	Plan Year 2	Plan Year 3	Plan Year 4	Plan Year 5
Employee Life	0.105	0.105	0.105	TBD	TBD
AD&D	0.015	0.015	0.015	TBD	TBD
Supplemental Life					
< age 30	0.11	0.11	0.11	TBD	TBD
30 - 34	0.21	0.21	0.21	TBD	TBD
35 - 39	0.37	0.37	0.37	TBD	TBD
40 -55	0.46	0.46	0.46	TBD	TBD
>55	0.54	0.54	0.54	TBD	TBD
Supplemental AD&D	0.03	0.03	0.03	TBD	TBD
Dependent Life 20/10/2	5.36	5.36	5.36	TBD	TBD
Dependent Life 10/5/1	2.68	2.68	2.68	TBD	TBD
Retiree Life	2.02	2.02	2.02	TBD	TBD
Part Time Life	0.105	0.105	0.105	TBD	TBD

EXHIBIT "B"
RATE SHEETS
City of Jacksonville

Annual Premium without the Administrative Fee Included	Total Volume	Plan Year 1	Plan Year 2	Plan Year 3	Plan Year 4	Plan Year 5
		Based on volume shown only				
Employee Life	\$409,519,700	\$515,995	\$515,995	\$519,995	TBD	TBD
AD&D	\$409,519,700	\$73,714	\$73,714	\$73,714	TBD	TBD
Supplemental Life						
< age 30	\$22,512,600	\$27,015	\$27,015	\$27,015	TBD	TBD
30 - 34	\$32,216,625	\$77,320	\$77,320	\$77,320	TBD	TBD
35 - 39	\$32,334,000	\$139,683	\$139,683	\$139,683	TBD	TBD
40 -55	\$148,853,250	\$803,808	\$803,808	\$803,808	TBD	TBD
>55	\$41,228,056	\$262,210	\$262,210	\$262,210	TBD	TBD
Supplemental AD&D	\$266,638,250	\$95,990	\$95,990	\$95,990	TBD	TBD
Dependent Life 20/10/2	TBD	TBD	TBD	TBD	TBD	TBD
Dependent Life 10/5/2001	TBD	TBD	TBD	TBD	TBD	TBD
Retiree Life	\$,12,136,700	\$288,368	\$288,368	\$288,368	TBD	TBD
Part Time Life	\$1,917,600	\$2,531	\$2,531	\$2,531	TBD	TBD
Part Time Supplemental Life	\$1,407,800	TBD	TBD	TBD	TBD	TBD