

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 09/07/2021

Contract/Lease Control #: C16-2428-PS

Procurement#: NA

Contract/Lease Type: CONTRACT

Award To/Lessee: PANHANDLE ANIMAL WELFARE SOCIETY

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 09/01/2021

Expiration Date: 08/31/2023

Description of: ANIMAL CONTROL SERVICES

Department: PS

Department Monitor: MADDOX

Monitor's Telephone #: 850-651-7150

Monitor's FAX # or E-mail: PMADDOX@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: CL6-2428PS Tracking Number: 4402-21
Procurement/Contractor/Lessee Name: PAWS Grant Funded: YES ___ NO X
Purpose: 3rd amendment
Date/Term: 8-31-2023 1. GREATER THAN \$100,000
Department #: _____ 2. GREATER THAN \$50,000
Account #: _____ 3. \$50,000 OR LESS
Amount: _____
Department: PS Dept. Monitor Name: Robert Maddox

Purchasing Review

Procurement or Contract/Lease requirements are met:
DeRita Mason Date: 8-10-21
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

2CFR Compliance Review (if required)

Approved as written: NO Grant Name: _____
DeRita Mason Date: _____
Grants Coordinator

Risk Management Review

Approved as written: see email attached Date: 8-13-21
Risk Manager or designee Lisa Price

County Attorney Review

Approved as written: see email attached Date: 8-13-21
County Attorney Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review

Approved as written: _____ Date: _____

IT Review (if applicable)

Approved as written: _____ Date: _____

DeRita Mason

From: Hoshihara, Lynn <lhoshihara@ngn-tally.com>
Sent: Friday, August 13, 2021 6:36 AM
To: DeRita Mason
Subject: Re: 3rd amendment to C16-2428-PS - PAWS.docx

This is approved as to legal sufficiency.

On Aug 13, 2021, at 7:23 AM, DeRita Mason <dmason@myokaloosa.com> wrote:

Lynn,
Can you send me your legal approval for my coordination sheet?
Thank you,

DeRita Mason

<image001.png>

DeRita Mason, CFPB, NIGP-CFP
Senior Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
(850) 689-5960
dmason@myokaloosa.com

"Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure."

From: Hoshihara, Lynn <lhoshihara@ngn-tally.com>
Sent: Monday, August 9, 2021 2:56 PM
To: Patrick Maddox <pmaddox@myokaloosa.com>
Cc: DeRita Mason <dmason@myokaloosa.com>
Subject: 3rd amendment to C16-2428-PS - PAWS.docx

Patrick - attached for your review is the 3rd amendment to the PAWS contract. Please review and edit as you deem necessary.

DeRita – I didn't include the standard state and federal provisions since they were already included in the 2nd amendment approved last month.

Thanks,
Lynn

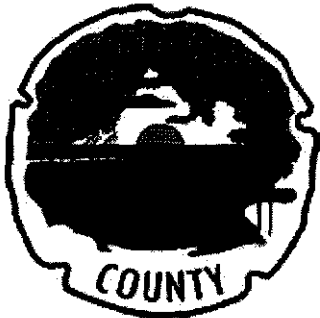
DeRita Mason

From: Lisa Price
Sent: Friday, August 13, 2021 9:41 AM
To: Patrick Maddox; DeRita Mason
Cc: Lynn Hoshihara; Kerry Parsons
Subject: RE: 3rd amendment to C16-2428-PS - PAWS.docx

Okay, since it says donate I figured they would be required to have their own insurance. I will leave it to the attorney's if we should stipulate that in the contract or not.

Otherwise, this is approved by Risk as the insurance requirements remain the same.

Lisa Price
Risk Management
Public Records & Contracts Specialist
302 N Wilson Street, Suite 301
Crestview, FL. 32536
(850) 689-5979
lprice@myokaloosa.com



For all things Wellness please visit:
<http://www.myokaloosa.com/wellness>

Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: Patrick Maddox <pmaddox@myokaloosa.com>
Sent: Friday, August 13, 2021 9:23 AM
To: DeRita Mason <dmason@myokaloosa.com>; Lisa Price <lprice@myokaloosa.com>
Subject: RE: 3rd amendment to C16-2428-PS - PAWS.docx

Good Morning All,



CONTRACT#: C16-2428-PS
PANHANDLE ANIMAL WELFARE SOCIETY
ANIMAL CONTROL SERVICES
EXPIRES: 08/31/2023

**THIRD AMENDMENT TO THE AGREEMENT BETWEEN OKALOOSA
COUNTY, FLORIDA AND PANHANDLE ANIMAL WELFARE SOCIETY
CONTRACT NO. C16-2428-PS**

This Third Amendment to the Agreement between Okaloosa County, a political subdivision of the State of Florida (the "County"), and Panhandle Animal Welfare Society, Inc. (the "Contractor"), executed this 1st day of September, 2021, is made a part of the original Agreement dated August 2, 2016, Contract No. C16-2428-PS (the "original Agreement"), incorporated herein by reference.

WITNESSETH

WHEREAS, the County and Contractor entered into an agreement on August 2, 2016, for the provision of Animal Control Services; and

WHEREAS, the original Agreement was nearing its expiration the County issued a competitive solicitation for Animal Control Services pursuant to the Okaloosa County Purchasing Manual; and

WHEREAS, since Contractor was the sole respondent to submit a proposal in response to the competitive solicitation, the County cancelled the competitive process and opted to negotiate a renewal and amendment with the Contractor; and

WHEREAS, the parties wish to extend and amend the original Agreement as further detailed below.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

Section 1. Recitals. The foregoing recitals are true and correct and hereby incorporated as part of this Third Amendment.

Section 2. Contract Extension. The parties hereby wish to extend the original Agreement for two years beginning September 1, 2021, and expiring on August 31, 2023.

Section 3. Compensation. Section V.A. of the original Agreement is hereby repealed in its entirety and replaced with the following:

For the services provided herein, the County shall pay the Contractor a total amount of SIX HUNDRED THIRTY NINE THOUSAND FOUR HUNDRED FIFTY ONE DOLLARS (\$639,451.00) for the first year and SIX HUNDRED NINETY SIX THOUSAND FOUR HUNDRED THIRTY TWO DOLLARS (\$696,432.00) for the second and final year. Such annual amount shall be paid on a monthly basis. Payment shall be in arrears for those services provided in the preceding month.



Section 4. In-kind Contribution. In addition to the compensation above, the County agrees to provide the following in-kind contributions:

1. The County shall be responsible for conducting dangerous dog hearings pursuant to Chapter 767, Florida Statutes, throughout the term of this Agreement. The Contractor shall continue to serve as the Animal Control Authority and Animal Control Officer, as defined in section 767.11, Florida Statutes, during these hearings.
2. The County agrees to donate three (3) decommissioned vehicles to Contractor during the term of this Agreement. The decommissioned vehicles shall be SUVs or trucks depending on availability. The parties shall enter into an Asset Transfer Agreement to memorialize the donation of vehicles from the County to the Contractor

Section 5. Incorporation of Documents. The following documents are incorporated by reference into this Agreement:

1. The RFP for Animal Control Services (RFP PS 52-21), attached to this Agreement as Exhibit A.
2. Response by Contractor to RFP PS 52-21, attached to this Agreement as Exhibit B.

Section 6. Termination. Section IX of the original Agreement is hereby amended to authorize either party to terminate the Agreement without cause upon issuing written notice of termination at least ninety (90) days prior to the date of termination.

Section 7. Other Provisions Remain in Effect. Except as specifically modified herein, all terms and conditions of the original Agreement and any amendments thereto, shall remain in full force and effect.

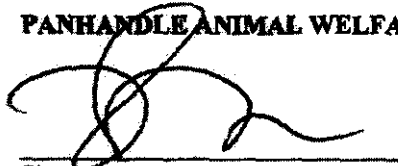
Section 8. Conflicting Provisions. The terms, statements, requirements, or provisions contained in this Amendment shall prevail and be given superior effect and priority over any conflicting or inconsistent terms, statements, requirements or provisions contained in any other document or attachment.

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year first written above.

PANHANDLE ANIMAL WELFARE SOCIETY:


Signature

Executive Director
Title

Tracy Williams
Print Name

August 26, 2021
Date

OKALOOSA COUNTY, FLORIDA



Carolyn N. Ketchel, Chairman



AUG 17 2021

Date

ATTEST:


J.D. Peacock II, Clerk of Courts





**Panhandle Animal Welfare
Society (PAWS)**

Tracey Williams/Director

752 Lovejoy Road, Fort Walton
Beach, FL 32548

Office: (850) 243-1525 / Fax:
(850) 664-0445 cell: 850-240-
6234

www.paws-shelter.org

July 11, 2021

Animal Control Services-Complete

RFP PS 52-21

Okaloosa County Purchasing Department
5479A Old Bethel Road,
Crestview FL 32536

**RESPONSE TO REQUEST FOR
PROPOSAL: ANIMAL CONTROL
SERVICES-COMPLETE**



Panhandle Animal Welfare Society (PAWS)

752 Lovejoy Road, Fort Walton Beach, FL 32548

Office: (850) 243-1525 / Fax: (850) 664-0445

www.paws-shelter.org

July 11, 2021

Animal Control Services-Complete

RFP PS 52-21

Okaloosa County Purchasing Department

5479A Old Bethel Road, Crestview FL 32536

**RESPONSE TO REQUEST FOR PROPOSAL
PROPOSAL ITEM: ANIMAL CONTROL SERVICES-COMPLETE**

SCOPE OF SERVICES:

PAWS is fully qualified to serve as the contractor to provide “turnkey” Animal Control Services for Okaloosa County. In addition to 30+ years of experience in field response, impound, housing/sheltering services, and many companion services (foster/adoption programs), we are uniquely qualified as a 501c3 non-profit entity. This corporate distinction allows PAWS to seek and secure funding and grants from many private, state and federal entities seeking to improve animal welfare and public safety. This distinction is only recently being realized to the potential available and will soon propel Okaloosa County from the reputation of being subpar in animal welfare industry, to a leader in best practices. These outside funding sources and programs will reduce animal population, improve public safety, and ease the drain on already limited community resources, thereby augmenting the taxpayers’ dollar and available services.

Below and attached are the requested credentials, qualifications and compensation estimate to be the animal control provider for the County. All services offered will be conducted in accordance with Chapter 5 of Okaloosa County Ordinances and Florida Statutes Chapter 828 as it applies to domestic animals.

A. ALL MINIMUM CONTRACT REQUIREMENTS MET/EXCEEDED AT PAWS:

1. General/Administrative/Office Hours:

Shelter/Adoptions: Tuesday-Saturday 9 a.m. through 5 p.m., open late Thursday until 6 p.m. Closed Sunday and Monday.

Animal Control: Monday-Friday 8 a.m. through 5 p.m., and 24 hours per day/seven days per week for emergency calls (cruelty cases, injured animals or persons injured by vicious/dangerous animals).

1 and 2. Animal Control/Field Services

Because PAWS is the current contracted Animal Control agency for all incorporated and unincorporated areas of Okaloosa County, we are already performing all minimum requirements outlined in RFP PS 52-21, pages 1-4, Items A1-6 and includes:

a. Provide equipped and certified officers on a five-day-a-week basis, with 24-hour emergency service provided “on call” after hours and holidays. Animal Control Officers are cellphone equipped and, if awarded the contract, will invest (within 30 days) in Wi-Fi equipped tablets/laptops that that will improve field response time, facilitate with real-time, geo-mapped software that will show an area’s trouble spots, history of animal-related calls, and have access to on-demand electronic citations and other administrative duties that normally require a return trip to PAWS headquarters. PAWS utilizes a demand-response service system and maintains service call logs.

b. All animal control officers are Florida Animal Control Certified. ACOs receive training in the investigation of cruelty complaints and are versed in appropriate laws and ordinances concerning animal control activities, legally mandated animal owners’ responsibilities and procedures required for the submission of case material to the judicial system. Officers present civil infraction cases directly to County court judges; misdemeanor and felony cases are prosecuted via the State’s Attorney.

c. While citations and animal cruelty investigations are currently conducted along with oversight of the Dangerous Dog hearings, recent legal opinions (2021) recommend that the county invest in a special magistrate to perform the actual hearings. Animal Control officers would still perform all administrative duties leading up to the hearing and would participate as needed, but the county appointed magistrate would be charged with hearing and determining final outcome. This year, due to the potential for conflict of interest, PAWS invested, at our expense, in the hiring of an attorney to conduct these hearings until the close of the current contract.

d. All animals entering the PAWS ACO/shelter system are tracked from the time of entry until final disposition via adoption, euthanasia, return to owner, or other release. Extensive cloud-based documentation is maintained per animal, per jurisdiction, and per citation issued. This information can be accessed from quarterly, annual and other reporting requirements. In 2021, we invested in an improved animal management software program, to be able to create in-house reports vs. asking the software vendor every time a citizen requests information not currently available to us. We have also secured a long-term

contract with local but nationally recognized managed IT contractor Bit-Wizards, whose platforms ensure overall data security, and data migration to this new software (moving from Chameleon to Shelterluv). Finally, in 2021 we have invested in a full-time data integrity staff, to improve all data entry associated with monthly billing and citizen information requests. With this staff addition, and required staff training, our data and reports have shown significant improvements.

e. PAWS has recently stepped up to facilitate and take part in more local and regional animal welfare partnerships and collaborations to ensure we are involved in current best practices and localized funding opportunities. We assist in any County-designated agency or group of volunteers on special tasks, such as responding to dog packs, emergency management, provide personnel to staff Emergency Support Function-17 during EOC activations, operate pet-friendly shelter, and other animal related situations.

f. PAWS has, at its sole expense, obtained Insurance with the County named as additional insured established at levels determined in the contract for services.

g. PAWS employs an independent Certified Public Accountant (currently Warren Averett) to conduct an annual financial audit of animal control income and expenses.

h. PAWS houses each impounded animal for a period of time specified by applicable County Ordinance or Florida statutes and quarantine bite cases pursuant to cooperative agreement with the County Health Department. Upon a recent assessment conducted by University of Florida instigated encouraged several life-saving best practices to include more use of trusted foster homes to keep more vulnerable animals out of the shelter while awaiting permanent placement. In those cases where it is not likely for the animals to be claimed by an owner (abandoned kittens, etc.), we put the animals in a foster-to-adopt home, pending realization of the mandated stay hold time.

i. In addition to enforcement activities, animal control and rescue, Officers must contribute to the education of the community at large. PAWS field personnel carry out the following duties:

- Enforcement of all permits required by local or state laws
- Impoundment of animals running at large or otherwise subject to animal laws
- Issuance of warning notices/citations to persons found violating animal laws
- Patrolling of the community on a regular schedule to help make the public aware of animal control and to enforce animal related laws
- Inspection of commercial animal establishments and other premises that are required to have a permit

- Investigation and prosecution of cruelty, neglect, and abandonment cases and handling of all complaints related to animals and animal welfare, including dangerous dog investigations
- Rescue of animals in danger or distress
- Humane trapping of nuisance and stray animals
- Pick-up of dead animals from private property ONLY upon payment of a fee. *PAWS does not pick up dead animals from public property/right of way. The appropriate public works, road department or State road department should be contacted for this*

3 and 4. Veterinary/Shelter Services:

In 2021, PAWS temporarily suspended veterinary activities serving the general public in order to better focus on the influx of shelter animals resulting from animal control contracts. Additionally, we are now searching for a new DVM to take on a larger role overseeing the entire shelter medicine program to include planning and execution of a state-of-the-art clinic facility projected to break ground later this year. In the interim, our license prohibits us from performing medicine on “owned” animals and are currently only treating animals that are in the shelter due to animal control contracts and state statutes. As a minimum, PAWS new management (2020) made a pledge to always provide a level of care in compliance with the standards set forth by the Association of Shelter Veterinarians *Guidelines for Standards of Care in Animal Shelters*, which includes ensuring we do not operate over our capacity for care, which results in stress, illness and death for animals housed in close quarters for long periods of time.

Because we do not yet have a “vet of record” for our shelter clinic facility, we have contracted with Santa Rosa and Escambia County DVMS, who established clinic protocols for clinic staff, retrained all staff on proper intake procedures, and performs medical assessments, rabies vaccinations, microchipping, etc. They also provide off-site referral information when necessary. In the absence of a full-time on-site vet, we take all animals to local veterinary offices for injury treatment, and have animals altered using Operation Spay Bay and Alaqua -- all at our own expense. While the above describes our current situation, below are the general services normally offered, and projected to resume on-site upon a successful employment agreement with a DVM.

- Spay/Neuter.** The low cost spay/neuter clinic has been open to the public since 1995 and has sterilized over 120,000 animals. This means there are fewer litters of unwanted puppies and kittens coming into the shelter, running loose on the streets, and being euthanized because there are no

- homes for them. Once rehired, a veterinarian will be on staff at PAWS four-five days a week.
- b. **Medical Attention.** PAWS will provide veterinary attention to injured animals in conjunction with our animal control contracts. Additionally, our low-cost clinic (when a licensed DVM is on staff) services are provided at a reduced rate to anyone whose pet needs help, regardless of where they live. To date, the clinic has cared for over 230,000 animals.
 - c. **Providing Shelter to unwanted Animals.** PAWS accepts animals that are homeless and unwanted, but cannot exceed our capacity of care limits, set forth using an industry formula calculating the living space we have, the number of housing units, the number of staff, etc. Before and while we are “at capacity,” we are unable to take owner surrenders, until a space is vacated via owner reunion, adoption, or other animal outcome (rescue, euthanasia, etc.). We do reserve space for anticipated animal control calls involving neglect and abuse (we never turn away for space) to ensure we are in compliance with contract requirements. For public inquiries regarding rehoming animals, we use foster homes and an online service called “Home-to-Home” to help match families seeking/rehoming animals without bringing animals to the shelter.
 - d. **Rabies Vaccination.** When our clinic is open, PAWS offers low-cost vaccinations to the general public Monday-Friday. All animals older than four months will receive a Rabies vaccination. Our surveys show that the majority of the animals we see have never been vaccinated or been seen by a veterinarian. By providing this service, we not only benefit the pets and the pet owners, but also secure the public health by ensuring that more animals comply with Florida State Law and are vaccinated against a fatal disease. Additionally, we attend weekend community events no less than twice per year (partnering with local rescues and the Chamber of Commerce) at our expense, to provide services within the community and at festivals, where families are likely to engage in services.
 - e. **Adoption Services.** Homing animals is an integral part of our mission and business plan. The faster we can rehome eligible, healthy, and safe animals, the sooner we have space to accommodate abused and neglected animals. In 2020, we designated a new employee position whose sole purpose is to move animals via foster, adoption, and rescue organizations. This investment has proven to move animals into the community faster, healthier, less stressed, and in much less time (length of stay) than in years past. Eligible animals are adopted to screened and qualified owners, including spaying/neutering prior to the adoption contract being finalized with pet owner.
 - f. **Emergency Veterinary** services for injured and sick animals through cooperative agreements with members of the local veterinarian community and emergency clinics in Niceville/Destin.

- g. **Euthanasia and Cremation services** are available to shelter animals at all times, and to the public when possible, for a fee. Euthanasia services are conducted in accordance with Florida Statutes Section 828.058, as well as disposal of bodies of dead animals in accordance with Florida Statutes Section 823.041. PAWS' method of disposal is cremation, via trained and certified staff in an approved crematorium. Detailed records of euthanasia are kept in our shelter animal inventory software (currently Chameleon or Shelterluv).
- h. **Quarantine Space** is available for those deemed necessary by the Health Department, or as recommended by animal control, clinic staff, and veterinarians. Quarantine fees are assessed to the owners, along with any necessary boarding, medical, and vaccination fees incurred while at our facility. Quarantine is provided in accordance with section 767.13, Florida Statutes and Chapter 64-D, F.A.C.

5. Personnel Certifications:

a. **Animal Control Officers** – PAWS currently has six certified **Animal Control Officers** fully qualified to carry out the duties outlined in Chapter 5 Okaloosa County Ordinance and Florida Statutes 828.058. A seventh officer is in training for certification this week (July 12-16 in Panama City) and we are hiring an eighth officer this month.

All PAWS current and future Animal Control Officers have or will have successfully completed the minimum standard training course, including but not limited to, **Animal Control officer Certification** via the **Florida Animal Control Association (FACA)** as well as “**Shelter Fear Free Training**” offered by University of Florida/Shelter Medicine, Maddie’s Fund.

b. We have **two Officers** currently certified in **chemical capture** per local and state requirements. We are pursuing training for the remaining officers now that training activities have resumed post COVID.

c. We have **seven staff** (two animal control officers) certified in euthanasia per local and state requirements. We are pursuing training for the remaining officers now that training activities have resumed post COVID.

d. All six Animal Control Officers are currently **road certified** for animal control duties.

e. Animal Control AND shelter staff are provided training in animal facts such as breed recognition, disease risks and prevention, rabies facts and animal first aid. Extended information common diseases and facts are also included in our shelter medicine protocols manual.

f. PAWS Animal Control officers are **knowledgeable in livestock and equine abuse investigation and care** and have participated in numerous

livestock abuse investigations, including a recent (Feb 2021) high visibility confiscation case in Laurel Hill where we rescued 77 livestock animals, including seven emaciated horses.

6. Facilities, Equipment, and Vehicles (Current and Future):

a. **Facilities.** PAWS' current shelter facilities at 752 Lovejoy Road NW are capable of housing **66 dogs and 70 cats** in safe/permanent kennel housing. As of 2021, we are now equipped with two separate intake and adoption facilities for cats and dogs. We have additional space to house sick and injured animals in our clinic, and now have designated rooms for ringworm cats, quarantine animals, and a decompression room (for animals who may be highly stressed or unhealthy in close quarters with other animals). All animals taken into our facilities are boarded in accordance with acceptable animal health care standards, **including vicious/dangerous dogs.**

PAWS owns our current shelter property with outdated dog kennels, an outdoor play/exercise area, and the required crematorium facility. We do not own the property housing the trailer for cats. It is owned by the City of Fort Walton Beach, and hinders our ability to receive grant funding for expansion (IMPACT 100, etc.) because it is not our land. **The demands for increased and improved animal welfare in Okaloosa County, along with aging and woefully underfunded infrastructure have put us in a position where we must collect the appropriate animal control contracted rates** (current national average is \$8.00 per capita) **to expand and operate safely.**

Five years ago, a donor deeded PAWS 15 acres of property, for the purposes of building an animal welfare campus. In 2020 we cleared a portion of the property, with the intention of building a welcome center. COVID, a change in management, and a need for dramatic changes within the organization stalled progress while we hired new Executive Director and looked at our business model overall. We decided those funds could be better be used to build a new low-cost state of the art clinic. The future of that property, and the phases of development that will take place there, are dependent on the needs of animals and the citizens who want these services. PAWS stands ready to continue development in a full or partial service animal welfare campus—either as a non-profit shelter funded by donors with limited community access (based on funding and need, as a contracted animal control agency for Okaloosa County (based on taxpayer support for desired services) or a combination of both.

In 2021, a cursory glance at our records determined that PAWS had been undercharging for services for many years, looking as though the cost to conduct animal control services, was not being covered by the animal control contracts and income. **Rates ranged from \$3.23 - \$3.96 per capita and our “break-even” costs are in the range of \$5.01. For the past year,** management has

been trying to negotiate new contracts as they expire, while simultaneously trying to improve services and transparency (investing in proper training, infrastructure, legal assistance, IT management, laptops, software, medical equipment, vehicles, etc.).

Recently (see attached Board Meeting minutes from June 30, 2021), a complete review of animal control costs and contracts showed that our contracts for animal control are losing nearly \$200,000 a year--\$98,000 from the Okaloosa County Contract alone.

The future of our facilities, and the future of animal control, is contingent on the future rates and contractual relationship/community partnership between Okaloosa County, it's citizens (as taxpayers and donros) and PAWS.

b. **Vehicles.** Animal Control currently has five vehicles, including a new 2021 Ford F-150 4x4 to better serve the rural communities and the associate terrain, assist in large animal rescues, and emergency operations. We do so at our own expense and provide for own maintenance and daily operations. PAWS staff are responsible to insure all personnel are properly licensed and trained in vehicle operations.

c. **Equipment.** PAWS provide at its own expense cages, crates, leashes, halters, food and medicine required for animals under our control.

E. REFERENCE FORMAT

1. Name of Client: City of Niceville
Address: 208 Partin Drive Niceville, FL 32578
Point of Contact: Dan Doucet
Email address: ddoucet@niceville.org
Telephone Number: 850-279-6436
Ongoing Animal Control Contract

2. City of Fort Walton Beach
107 Miracle Strip Parkway SW, Fort Walton Beach FL 32548
Michael Beedie, City Manager
mbeedie@fwb.org
(850) 833-9500
Ongoing Animal Control Contract

3. City of Destin
4200 Indian Bayou Trail, Destin FL 32541
Rey Bailey
(850) 837-4242
rbailey@cityofdestin.com
Ongoing Animal Control Contract

PAWS ADDITIONAL AGENCY INFORMATION

Licenses and Certifications

- U.S. Drug Enforcement Administration (DEA)
Controlled Substances Certificate
- Florida DPR Controlled Substance License
Institutional/Animal Control Shelter
- Veterinarian Establishment : VE2301
- Veterinarian Mobile Unit : VE3637
- Florida DEOP Biological Waste Incinerator Permit
Permit #AO46-194162
- F.A.C. Rule 17-296/EPA-450/3-89 Biological Waste Incinerator
Incinerator Operator Issued to Dee Thompson-Poirrier
- BPR Registered Veterinary Establishment
- FDACS Permit to Transport Animal Carcasses/Refuse
- Fort Walton Beach Fl. Business Tax - 0006875
- Florida Health Radiation Veterinary Registration
- FDACS Solicitation of Contributions –CH5664
- State of Florida Certificate of Status – 719357

Memberships

Florida Animal Control Association
National Animal Control Association
Humane Society of the United States
American Humane Association
AHA Standards of Excellence Program, participating agency
Fort Walton Beach Area Chamber of Commerce

General Information:

- Incorporated March 26, 1957
- Maintains an animal care shelter at 752 Lovejoy Rd., Fort Walton Beach, FL
- Employs six full-time animal control officers who handle animal complaints, and cruelty investigations in Okaloosa County and seven cities within the county.
- PAWS provides pet education on request to area schools, civic groups and community programs.
- Employs a staff of 24 full time animal care professionals.
- Have provided animal control services by contract to Okaloosa County, Fort Walton Beach, Laurel Hill, Destin, Niceville, Cinco Bayou, Mary Esther, Shalimar, HFLD and EAFB since 1970.
- Active participant and supporter of local, state and national organizations for animal care such as American Humane Society, Humane Society of the United States, Society of Animal Welfare Administrators, Florida Animal Control Association and National Animal Control Association.

The Panhandle Animal Welfare Society Mission Statement

The Panhandle Animal Welfare Society is a private, nonprofit organization dedicated to the welfare of animals. Established in 1957, PAWS has played a key role in the field of animal care and control in North Florida for over forty years.

Our Mission:

- To offer refuge, medical care, nourishment and an opportunity for a second chance for life to unwanted animals in our community
- To protect animals from cruelty, neglect, carelessness and ignorance
- To encourage and promote responsible pet ownership
- To educate and inform the public about animal issues and problems, and to assist in the development of long and short term community oriented solutions to such problems

It is our belief that because animals are part of our environment, we have a moral and legal responsibility to care for and protect them.

Business Organization and Credentials

The Panhandle Animal Welfare Society, Inc. (PAWS) is a non-profit; IRS, qualified 501(c)(3) charitable organization chartered in 1957. An elected, twelve member Board of Directors pursuant to adopted By-Laws governs the business affairs of the organization.

Through its animal services division, PAWS has contracted to perform community animal control for 50 years for the Okaloosa County Board of County Commissioners, the municipalities of Fort Walton Beach, Destin, Mary Esther, Cinco Bayou and Niceville as well as for the United States Air Force (Eglin Air Force Base and Hurlburt Field). The organization responds to over 12,000 animal control demands for service annually and shelters approximately 9,000 animals per year. Our service territory extends nearly 1,000 square miles.

PAWS adopted a Drug Free Workplace program in 1992. In addition, PAWS is an equal opportunity employer and all PAWS personnel policies are in full compliance with the Civil Rights Act of 1968.

In 1990, PAWS demolished its 1960's former facility and built a new 9,000 square foot animal shelter centrally located in the Fort Walton Beach Industrial Park. The facility includes a state of the art 1250/250 lb per hour animal cremation incinerator (the only one in the region), 58 indoor-outdoor dog runs, 56 stainless steel cat cage banks, four colony cat rooms, a full service low cost spay/neuter clinic, commercial laundry equipment and extensive support facilities. PAWS fleet of vehicles consists of five cargo vans with front and rear AC, a four wheel drive Tahoe, a four stall horse trailer and a 22 foot toy hauler. PAWS owns all of its vehicles.

1992, PAWS wrote and introduced a model animal control ordinance subsequently adopted by the Board of County Commissioners and five municipalities following a lengthy public approval process. This Ordinance was one of the first in the country to stop the chaining of dogs as the only means of confinement. Many states have modeled their ordinance after Okaloosa County's. The ordinance is balanced, innovative and most importantly, recognizes the interests of both the pet owning and the non-pet owning public; it is fair and enforceable.

While animal control functions are funded by impound receipts, and quarterly government contract payments, PAWS humane society programs and activities are funded solely by donations, memberships, adoption fees, various fundraisers and from the proceeds of the "The Junk Yard Dog Gift 'n Thrift" shop.

PAWS operates a low cost spay/neuter clinic four days a week, offering veterinary care.

PAWS' annual budget strictly segregates both the income and the expenses associated with its animal control and humane society functions. A Certified Public Accounting firm prepares all tax submissions in addition to performing an annual financial audit of the organization.

Organizational Approach

The Panhandle Animal Welfare Society stresses compromise before confrontation and education before enforcement in pursuing compliance with animal-related laws. Responsible pet ownership is the goal of the animal control program. The means to reaching that goal are public education, a sound ordinance, a solid enforcement program and pet sterilization. With these tools, animal control problems can be managed and solved.

PROPOSAL REQUIREMENTS

RFP PS 52-21

PROPOSAL ITEM: Animal Control Services-Complete

SCOPE OF SERVICES: Okaloosa County is seeking a qualified vendor/contractor to provide “turnkey” Animal Control Services to include field response, impound and housing/sheltering services with all necessary/required companion services applying thereto. This is a Request for Proposal (RFP) process for interested persons/firms to submit their credentials, qualifications and compensation estimate to the County for consideration to be the animal control provider for the County. The respondent shall provide the following services in accordance with Chapter 5 of Okaloosa County Ordinances and Florida Statutes Chapter 828 as it applies to domestic animals.

A. ANIMAL CONTROL SERVICE MINIMUM REQUIREMENTS

1. General/Administrative/Office Hours

Animal control service shall enforce all applicable Okaloosa County Ordinances and Florida statutes relating to animal control including but not limited to the following duties and responsibilities:

- a. Provide appropriately equipped and certified Animal Control Officers during normal business hours of 8:00A.M. To 5:00P.M. Monday through Friday to enforce the ordinances of Okaloosa County and Florida Statutes.
- b. An animal control officer shall remain on-call, 24 hours per day, seven days per week to respond to emergencies involving injured animals; vicious/aggressive/dangerous animals which have bitten or inflicted injury on a person or another animal; and animal cruelty cases.
- c. Issue citations against and/or impound animals determined to be in violation of applicable County Ordinances or Florida Statutes; manage the investigation and prosecution of cruelty, abuse, neglect and abandonment cases, including the designation and supervision of dogs classified pursuant to Florida’s “Dangerous Dog” statutes.
- d. Maintain suitable office hours at the animal control facility for the purpose of transacting business in connection with their duties, to include but not limited to, receiving stray or owner surrendered animals and handling transactions for redemption of impounded and stray animals.
- e. Shall maintain accurate and detailed records of all stray, impounded or owner released animals coming into its custody including dispositions; records of all bite cases and report of investigations; and detailed financial records of all impound fees collected. These records shall be open for inspection during normal business hours to the County. Quarterly animal control activity summaries shall be provided to the county.
- f. Shall assist any County-designated agency or group of volunteers on special tasks, such as responding to dog packs, emergency management, provide personnel to staff Emergency Support Function-17 during EOC activations, operate pet-friendly shelter, and other

animal related situations. Requirements for such assistance shall be communicated by the County to animal control in advance, either in writing or verbally, to permit rescheduling of work assignments.

- g. Shall provide at its sole expense, obtain and keep in force, Insurance with the County named as additional insured established at levels determined in the contract for services.
- h. Shall provide investigations and reports as required per state and local law.
- i. Shall provide the County an audit of animal control income and expenses performed by an independent certified accountant. The County shall be notified of the name of the independent certified accounting firm performing the audit for each fiscal year. The County shall be emailed a copy of the audit upon completion.
- j. Shall provide a demand/response system which prioritizes incoming animal control demands for services from citizens, and dispatches calls to Animal Control Officers in the field. Officers shall respond to citizen requests for assistance, and when not actively engaged in answering dispatched calls, shall perform routine patrolling daily of the service area.
- k. Shall house each impounded and stray or at-large animal for a period of time specified by applicable County Ordinance or Florida statutes and quarantine bite cases pursuant to cooperative agreement with the County Health Department.

2. Field Services:

- a. Respond to field service calls involving stray/roaming, lost, found, or injured domestic animals.
- b. Pursue and take into custody and animals at-large within the unincorporated areas of the County, regardless of whether the animal originated from the unincorporated areas of the county or incorporated areas of the County and regardless of whether the animal enters the boundaries of the incorporated areas while the officer is in pursuit.
- c. Respond with appropriate law enforcement personnel and/or qualified Animal Control Officers to vicious/aggressive/dangerous animal complaints as outlined in Florida Statute Chapter 828 and Chapter 767.
- d. Promote responsible animal stewardship in accordance with Chapter 5 Okaloosa County Ordinance and Florida Statutes Chapter 828.
- e. May pick up dead animals on private property for a fee as determined by respondent and the fee is paid by the owner of the animal and/or property owner.

3. Veterinary Services:

- a. Provide shelter for animals taken into custody, and provide for the handling, care and/or disposal of all animals in accordance with professionally recognized standards of humane treatment and Florida Law. At a minimum, Contractor shall provide a level of care in compliance with the standards set forth by the Association of Shelter Veterinarians *Guidelines for Standards of Care in Animal Shelters*.
- b. Provide or arrange for sufficient and adequate medical treatment for all impounded/received animals. To the extent that the Contractor employs or provides veterinarian services under a separate contract, then the Contractor shall notify the County of the name, address, phone number, and licensing details relating to all veterinarians that are providing such services on behalf of the Contractor under this agreement.
- c. Quarantine shall be provided in accordance with section 767.13, Florida Statutes and Chapter 64-D, F.A.C.
- d. Provide euthanasia services in accordance with Florida Statutes Section 828.058, including those that are ill or injured, as well as disposal of bodies of dead animals in accordance with Florida Statutes Section 823.041. Note- the preferred method of disposal in Okaloosa County is cremation (burning)
- e. Detailed records of euthanasia must be kept that identify the type of animal, date euthanized, reason for action, name of person conducting the procedure and certification date.
- f. Animal control Contractor may provide pet euthanasia services and disposal of remains to private citizens for a reasonable fee determined by the animal control agency.

4. Sheltering:

- a. Provide sheltering services and facilities for impounded/received animals, including dogs that are vicious/aggressive/dangerous as well as strays and owner surrenders.
- b. Provide quarantine facility care for animals that have bitten and/or broken the skin of a human.
- c. Provide an animal adoption service.

5. Personnel Certifications:

- a. Animal Control Officers – Provide certified Animal Control Officers fully qualified to carry out the duties outlined in Chapter 5 Okaloosa County Ordinance and Florida Statutes 828.058. All Animal Control Officers shall have successfully completed the minimum standard training course, including but not limited to, Animal Control officer Certification via the Florida Animal Control Association.

- b. Officers must be chemical capture certified per local and state requirements.
- c. Designated staff must be euthanasia certified per local and state requirements.
- d. Animal Control must provide proof of being road certified for animal control.
- e. Animal Control designated personnel must be knowledgeable in animal facts such as breed recognition, disease risks and prevention, rabies facts and animal first aid.
- f. Animal Control designated personnel must be knowledgeable in livestock and equine abuse investigation and care, and certified as required by local and state regulations.

6. Facilities, Equipment, and Vehicles:

- a. Provide facilities to house all animals taken into their care in accordance with acceptable animal health care standards, including vicious/dangerous dogs. Describe how facilities will be provided and how the cost will be factored into the overall cost of the proposed contract. At a minimum, Contractor shall provide a level of care in compliance with the standards set forth by the Association of Shelter Veterinarians *Guidelines for Standards of Care in Animal Shelters*.
- b. Provide quarantine areas and care for animals.
- c. Animal Control must provide vehicles, at its own expense and provide for own maintenance and daily operations.
- d. Animal Control must provide at its own expense cages, crates, leash or halters required for animals under their control.
- e. Animal Control is responsible to insure all personnel are properly licensed and trained in vehicle operations.

B. SELECTION CRITERIA

1. Costs. Place emphasis on the costs for meeting the above needs, adequate staffing, training, facilities and equipment/resources, and lifecycle costs (the cost should be for a three (3) year period) for your solution. Disclose all fees and any costs associated with any planned change or change in-progress. Disclose any services intended to be subcontracted and associated costs **(25 points)**
2. Vendor's organization, staffing, experience, resources, project management approach, public relations approach and documentation practices (including sub-contractor, if applicable). Ensure experience in all above referenced facets of animal control to include domestic, equine and livestock components. Ensure staff are properly certified and have access to recurring training. Discuss availability of on-call personnel, adequate facilities and vehicles. **(25 points)**
3. Facility and Facility Management. Describe ability to manage housing and appropriate care for animals taken into custody under this agreement. Include veterinary services, sanitation practices

and internal inspection procedures. Describe Animal Adoption Program and management thereof. **(20 points)**

4. Proven success on other projects similar in type, size and complexity (confirmed by references). **(10 points)**
5. Record keeping (including familiarity with responding to public record requests under Florida Law), Quality assurance, change management (new program implementation) procedures, and ability to cover services and respond to Okaloosa County needs. **(10 points)**
6. Clarity, quality, and comprehensiveness of the response. **(10 points)**

C. SPECIAL INSTRUCTIONS

The selection of a Respondent to provide professional services will be based on the following criteria:

- A. All interested parties shall submit written responses that address each aspect of the Scope of Work and Selection Criteria in the sequence presented in the RFP. **Respondents may also include additional material they deem relevant to their selection.**
- B. A Review Committee will evaluate the submitted proposals, rank their responsiveness to the Selection Criteria, and identify the top-ranked Respondents.
- C. The top-ranked Respondents may be invited to make a presentation. Each presentation will be conducted at the Respondent's expense, including all travel costs.
- D. The Review Committee shall recommend the final, top-ranked Respondent(s) to the Board of County Commissioners for final approval.

NOTE: Failure to provide all the required information, in the required format, may disqualify the vendor from further consideration.

D. TERM OF CONTRACT

The term of this contract shall be from completion of signatures by both parties and shall run for a period two (2) years with the option to renew for an additional one (1) one (1) year periods if mutually agreed by both parties in writing.

E. REFERENCE FORMAT

Provide three (3) references of your experience with running Animal Control Services. Use the following format:

GENERAL BACKGROUND

Name of Client:
Address:
Client Point of Contact:
Email address: Telephone Number:
Project Start Date:
Project Go-Live Date:
Current Status:
Maintenance Agreement or Approach:
Summary of Project:

PROJECT SCOPE

Please indicate all Animal Control services held in the past:

F. TIME SCHEDULE (ALL TIMES ARE TENTATIVE)

RFP ACTIVITY	DATE
Issue RFP	14 June 2021
Mandatory Pre-Proposal Meeting	29 June 2021 @ 9:00 A.M.
Questions from potential proposers due	1 July @ 3:00 P.M.
Issue Addendum (if necessary)	2 July 2021
Proposal Response Due	13 July 2021@ 3:00 P.M.
Review Committee Meeting	10 August 2021
Intent to Award Issued	13 August 2021
Board Meeting	7 September , 2021

GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 01/2/2019

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida. Insuring company is required to have a minimum rating of A, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. Where applicable the County shall be shown as an Additional Insured with a waiver of Subrogation on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day prior written notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contractor.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

WORKERS' COMPENSATION INSURANCE

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the

County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.

2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.
4. Okaloosa County Board of County Commissioners shall be listed as an Additional Insured by policy endorsement on all policies applicable to this agreement except Worker's Compensation. A waiver of subrogation is required on all policies

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor shall carry Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury caused by the Contractor.
2. Commercial General Liability coverage shall include the following:
 - 1.) Premises & Operations Liability
 - 2.) Bodily Injury and Property Damage Liability
 - 3.) Independent Contractors Liability
 - 4.) Contractual Liability
 - 5.) Products and Completed Operations Liability
3. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

INSURANCE LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

	<u>LIMIT</u>
1. Workers' Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident

- | | | |
|----|---------------------------------|--|
| 2. | Business Automobile | \$1,000,000 each accident
(A combined single limit) |
| 3. | Commercial General Liability | \$1,000,000 each occurrence
for Bodily Injury & Property Damage
\$1,000,000 each occurrence Products
and completed operations |
| 4. | Personal and Advertising Injury | \$1,000,000 each occurrence |

NOTICE OF CLAIMS OR LITIGATION

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10 days' prior written notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.

5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its employees under all the foregoing policies of insurance.

EXCESS/UMBRELLA INSURANCE

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an EXCESS/UMBRELLA insurance policy. In all instances, the combination of primary and EXCESS/UMBRELLA liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

GENERAL PROPOSAL CONDITIONS

I. PRE-PROPOSAL ACTIVITY

Except as provided in this section, Respondents are prohibited from contacting or lobbying the County, County Administrator, Commissioners, County staff, and Selection Committee members, or any other person authorized on behalf of the County related or involved with the solicitation. All inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue must be directed in writing, by US mail or email to:

Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536
Email: dmason@myokaloosa.com
(850) 689-5960

All questions or inquiries must be received no later than the last day for questions (reference RFP & Respondent's Acknowledgement form). Any addenda or other modification to the RFP documents will be issued by the County five (5) days prior to the date and time of closing, as a written addenda distributed to all prospective Respondents by posting to the Florida Online Bid System (Florida Purchasing Group), DemandStar and the Okaloosa County Web Site and the following links.

<http://www.myokaloosa.com/purchasing/home>

<https://www.bidnetdirect.com/florida>

https://www.demandstar.com/supplier/bids/agency_inc/bid_list.asp?f=search&mi=2442519

Such written addenda or modification shall be part of the proposal documents and shall be binding upon each Respondent. Each Respondent is required to acknowledge receipt of any and all addenda in writing and submit with their proposal. No Respondent may rely upon any verbal modification or interpretation.

II. PREPARATION OF PROPOSAL

The proposal form is included with the proposal documents. Additional copies may be obtained from the County. The Respondent shall submit originals and bid forms in accordance with the public notice.

All blanks in the proposal documents shall be completed by printing in ink or by typewriter in both words and numbers with the amounts extended, totaled and the proposal signed. A proposal price shall be indicated for each section, proposal item, alternative, adjustment unit price item, and unit price item listed therein, or the words "No Proposal," "No Change," or "Not Applicable" entered. No changes shall be made to the phraseology of the form or in the items mentioned therein. In case of any discrepancy between the written amount and the numeric figures, the written amount shall govern. Any proposal which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for which shall in any manner fail to conform to the conditions of public notice inviting proposals may be rejected.

A proposal submitted by a corporation shall be executed in the corporate name by the president or a vice president or other corporate officer who has legal authority to sign.

A proposal submitted by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.

A proposal submitted by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.

A proposal submitted by an individual shall show the Respondent's name and official address.

A proposal submitted by a joint venture shall be executed by each joint venture in the manner indicated on the proposal form. The official address of the joint venture must be shown below the signature.

All signatures shall be in blue ink. All names shall be typed or printed below the signature.

The proposal shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the form. The address and telephone # for communications regarding the proposal shall be shown.

If the Respondent is an out-of-state corporation, the proposal shall contain evidence of Respondent's authority and qualification to do business as an out-of-state corporation in the State of Florida.

III. INTEGRITY OF PROPOSAL DOCUMENTS

Respondents shall use the original Proposal documents provided by the Purchasing Department and enter information only in the spaces where a response is requested. Respondents may use an attachment as an addendum to the Proposal documents if sufficient space is not available. Any modifications or alterations to the original proposal documents by the Respondent, whether intentional or otherwise, will constitute grounds for rejection of a proposal. Any such modifications or alterations that a Respondent wishes to propose must be clearly stated in the Respondent's response in the form of an addendum to the original proposal documents.

IV. SUBMITTAL OF PROPOSAL

A proposal shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to proposal and shall be enclosed in an opaque sealed envelope plainly marked with the project title (and, if applicable, the designated portion of the project for which the proposal is submitted), the name and address of the Respondent, and shall be accompanied by the proposal security and other required documents. It is the Respondent's responsibility to assure that its proposal is delivered at the proper time and place. Offers by telegram, facsimile, or telephone will NOT be accepted.

Note: Crestview is not a next day delivery site for overnight carriers.

V. MODIFICATION & WITHDRAWAL OF PROPOSAL

A proposal may be modified or withdrawn by an appropriate document duly executed in the manner that a proposal must be executed and delivered to the place where proposals are to be submitted prior to the date and time for the opening of proposals.

If within 24 hours after proposals are opened any Respondent files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material substantial mistake in the preparation of its proposal, that Respondent may withdraw its proposal, and the proposal security may be returned. Thereafter, if the work is re-proposal, that Respondent will be disqualified from 1) further purposing on the work, and 2) doing any work on the contract, either as a subcontractor or in any other capacity.

VI. PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE

All proposals will remain subject to acceptance or rejection for ninety (90) calendar days after the day of the proposal opening, but the County may, in its sole discretion, release any proposal and return the proposal security prior to the end of this period.

VII. CONDITIONAL & INCOMPLETE PROPOSALS

Okaloosa County specifically reserves the right to reject any conditional proposal and proposals which make it impossible to determine the true amount of the proposal.

VIII. APPLICABLE LAWS & REGULATIONS

All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the proposal throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.

IX. DISQUALIFICATION OF RESPONDENTS

Any of the following reasons may be considered as sufficient for the disqualification of a Respondent and the rejection of its proposal:

- a. Submission of more than one proposal for the same work from an individual, firm or corporation under the same or different name.
- b. Evidence that the Respondent has a financial interest in the firm of another Respondent for the same work.
- c. Evidence of collusion among Respondents. Participants in such collusion will receive no recognition as Respondents for any future work of the County until such participant has been reinstated as a qualified Respondent.
- d. Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.

- e. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.
- f. Default under previous contract.
- g. Listing of the Respondent by Local, State or Federal Government on its barred/suspended contractor list.

X. AWARD OF CONTRACT

Okaloosa County Review - A selection committee will review all proposals and will participate in the Recommendation to Award.

The contract shall be awarded to the responsible and responsive Respondent whose proposal is determined to be the most advantageous to the County, taking into consideration the price and other criteria set forth in the request for proposals. The County reserves the right to reject any and all proposals or to waive any irregularity or technicality in proposals received. The County shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interest and its decision shall be final.

Okaloosa County reserves the right to waive any informalities or reject any and all proposals, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this proposal and to accept the proposal that in its judgment will best serve the interest of the County.

Okaloosa County specifically reserves the right to reject any conditional proposals and proposals which make it impossible to determine the true amount of the proposal. Each item must be proposal separately and no attempt is to be made to tie any item or items to any other item or items.

XI. DISCRIMINATION

An entity or affiliate who has been placed on the discriminatory contractor list may not submit a proposal on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

XII. PUBLIC ENTITY CRIME INFORMATION

Pursuant to Florida Statute 287.133, a Respondent may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted contractor list.

XIII. CONFLICT OF INTEREST

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All Respondents must disclose with their proposals the name of any officer, director, or agent who is also a public

officer or an employee of the Okaloosa Board of County Commissioners, or any of its agencies. Furthermore, all Respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.

Note: For Respondent's convenience, this certification form is enclosed and is made a part of the proposal package.

XIV. REORGANIZATION OR BANKRUPTCY PROCEEDINGS

Proposals will not be considered from Respondents who are currently involved in official financial reorganization or bankruptcy proceedings.

XV. INVESTIGATION OF RESPONDENT

The County may make such investigations, as it deems necessary to determine the stability of the Respondent to perform the work and that there is no conflict of interest as it relates to the project. The Respondent shall furnish to the Owner any additional information and financial data for this purpose as the County may request.

XVI. CONE OF SILENCE

The Okaloosa County Board of County Commissioners has established a solicitation silence policy (Cone of Silence) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal proposals, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department. The period commences from the date of advertisement until award of contract.

Note: For Respondent's convenience, this certification form is enclosed and is made a part of the proposal package.

XVII. REVIEW OF PROCUREMENT DOCUMENTS

Per Florida Statute 119.071(1)(b)2. sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the County provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

XVIII. COMPLIANCE WITH FLORIDA STATUTE 119.0701

The Respondent shall comply with all the provisions of section 119.0701, Florida Statutes relating to the public records which requires, among other things, that the Respondent: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Respondent upon termination of the contract.

XIX. PROTECTION OF RESIDENT WORKERS

The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The Respondent shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirements.

Respondents doing construction business with Okaloosa County are required to use the Federal Government Department of Homeland Security's website and use the E-Verify Employment Eligibility Verifications System to confirm eligibility of all employees to work in the United States.

XX. AUDIT

If requested, Respondent shall permit the County or an authorized, independent audit agency to inspect all data and records of Respondent relating to its performance and its subcontracts under this contract from the date of the contract through and until three (3) years after the expiration of contract.

XXI. EQUAL EMPLOYMENT OPPORTUNITY; NON-DISCRIMINATION

Respondent shall not discriminate against any employee or an applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, familial status or handicap.

XXII. NON-COLLUSION

Respondent certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other Respondents. See Florida Statute 838.22.

XXIII. UNAUTHORIZED ALIENS/PATRIOT'S ACT

The knowing employment by Respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the contract. In the event that the Respondent is notified or becomes aware of such default, the Respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent's failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the contract. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.

XXIV. CERTIFICATE OF GOOD STANDING FOR STATE OF FLORIDA

Florida Statute 607.1501 requires that all vendors who wish to do business in the State of Florida be licensed to do business through the Department of State of Florida and be in good standing with the State of Florida. As such, to do business with Okaloosa County a vendor must provide a Certificate of Good Standing with their bid/proposal package to the County. For more information on doing business in the State of Florida, please refer to the Florida Department of State. The website to register is <https://dos.myflorida.com/sunbiz>.

XXV: ADDITIONAL REQUIRED DOCUMENTS

THE FOLLOWING DOCUMENTS SHALL BE SUBMITTED WITH THE BID PACKET. FAILURE TO SUBMIT ALL REQUIRED FORMS MIGHT RESULT IN YOUR SUBMITTAL BEING DEEMED NON-RESPONSIVE:

- A. Drug-Free Workplace Certification Form
- B. Conflict of Interest
- C. Federal E-Verify
- D. Cone of Silence
- E. Indemnification and Hold Harmless
- F. Company Data
- G. System of Awards Management
- H. Addendum Acknowledgement
- I. Certification Regarding Lobbying
- J. Governmental Debarment & Suspension
- K. Vendors on Scrutinized Companies List
- L. Compliance with Nondiscrimination Requirements
- M. Certificate of Good Standing for State of Florida-see number XXIV

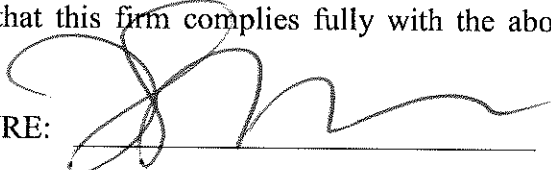
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DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED RESPONDENT CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: 7/13/21 SIGNATURE: 
COMPANY: Panhandle Animal Welfare Society NAME: Tracey Williams
ADDRESS: 752 LoveJoy Rd (Typed or Printed)
Port Walton Beach TITLE: Executive Director
FL 32548
E-MAIL: TraceyW@paws-shelter-org
PHONE #: 850 243 1525

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all Respondents, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected official(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a county employee, elected official, or agency is also associated with your business), or "no." If yes, give person(s) name(s) and position(s) with your business.

YES: _____

NO: _____

NAME(S)

POSITION(S)

FIRM NAME: Panhandle Animal Welfare Society

BY (PRINTED): Tracey Williams

BY (SIGNATURE): 

TITLE: Executive Director

ADDRESS: 752 Lovejoy Rd, FWB FL 32548

PHONE NO.: 850 243 1525

E-MAIL : TraceyW@paws-shelter.org

DATE: 7/13/21

FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

In accordance with Okaloosa County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Respondent hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the Respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the COUNTY upon request.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: 7/13/21 SIGNATURE: _____
COMPANY: Panhandle Animal Welfare Society NAME: Tracey Williams
ADDRESS: 752 LoveJoy rd TITLE: Executive Director
Fort Walton Beach,
FL 32547
E-MAIL: TraceyW@paws-shelter.org
PHONE NO.: 850 243 1525

CONE OF SILENCE

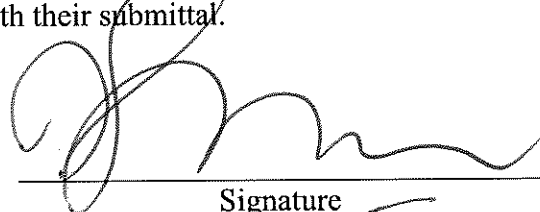
The Board of County Commissioners have established a solicitation silence policy (Cone of Silence) that prohibits oral and written communication regarding all formal solicitations for goods and services (ITB, RFP, ITQ, ITN, and RFQ) or other competitive solicitation between the bidder (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) regarding such competitive solicitation, and any County Commissioner or County employee, selection committee member or other persons authorized to act on behalf of the Board including the County's Architect, Engineer or their sub-consultants, or anyone designated to provide a recommendation to award a particular contract, other than the Purchasing Department Staff.

The period commences from the time of advertisement until contract award.

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Purchasing Manager or an appointed representative. It shall be the Purchasing Manager's decision whether to consider this information in the decision process.

Any violation of this policy shall be grounds to disqualify the Respondent from consideration during the selection process.

All Respondents must agree to comply with this policy by signing the following statement and including it with their submittal.

I  representing Panhandle Animal Welfare
Signature Tracey Williams Company Name Society

On this 13th day of July 2021, I hereby agree to abide by the County's "Cone of Silence Clause" and understand violation of this policy shall result in disqualification of my proposal/submittal.

INDEMNIFICATION AND HOLD HARMLESS

Respondent shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Respondent and other persons employed or utilized by the Respondent in the performance of this Agreement.

Panhandle Animal Welfare Society 
Respondent's Company Name Society Authorized Signature – Manual

752 Lovejoy Rd
Physical Address

Tracey L. Williams
Authorized Signature – Typed

Fort Walton Beach, FL 32548
Mailing Address

Executive Director
Title

850 243 1525
Phone Number

850 664 0445
FAX Number

Cellular Number

After-Hours Number(s)

7/13/21
Date

TraceyLW@Paws-Shelter.org
Email

COMPANY DATA

Respondent's Company Name: Panhandle Animal Welfare Society

Physical Address & Phone #: 752 Lovejoy Rd.
Fort Walton Beach, FL 32548
850 243 1525

Contact Person (Typed-Printed): Tracey Williams

Phone #: 850 243 1525

Cell #: 850-240-6234

Email: TraceyW@Paws-shelter-org

Federal ID or SS #: 59-0815515

Respondent's License #: 

Respondent's DUNS #: 616 882627

Fax #: 850 664 0445

Emergency #'s After Hours,
Weekends & Holidays: 850-240-6234

SYSTEM FOR AWARD MANAGEMENT (OCT 2016)

(a) Definitions. As used in this provision.

“Electronic Funds Transfer (EFT) indicator” means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

“Registered in the System for Award Management (SAM) database” means that.

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record “Active”.

“Unique entity identifier” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM database.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

- (1) Company legal business name.
- (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (3) Company Physical Street Address, City, State, and Zip Code.
- (4) Company Mailing Address, City, State and Zip Code (if separate from physical).
- (5) Company telephone number.
- (6) Date the company was started.
- (7) Number of employees at your location.
- (8) Chief executive officer/key manager.

(9) Line of business (industry).

(10) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

Offerors SAM information:

Entity Name: Panhandle Animal Welfare Society
Entity Address: 752 Lovejoy Rd, Port Walton Beach, FL 32548
Duns Number: 616882627
CAGE Code: 0YF57

LOBBYING - 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

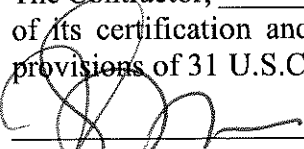
The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1) -(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, PAWS, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

 Signature of Contractor's Authorized Official
EXECUTIVE DIRECTOR Name and Title of Contractor's Authorized Official

7/13/21 Date

Government Debarment & Suspension

Instructions

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Orders 12549, at Subpart C of OMB 2 C.F.R. Part 180 and 3000.332. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Orders 12549, Debarment and Suspension, and OMB 2 C.F.R. Part 180, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880.

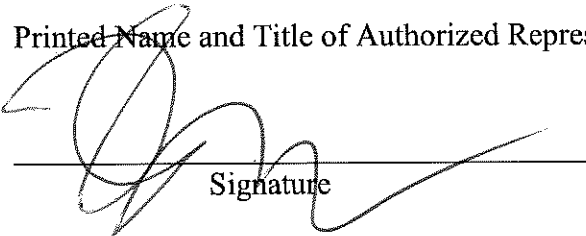
**[READ INSTRUCTIONS ON PREVIOUS PAGE BEFORE COMPLETING
CERTIFICATION]**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency;

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal

Printed Name and Title of Authorized Representative

Tracey Williams



Signature

7/13/21

Date

VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate, the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by bid proposer.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

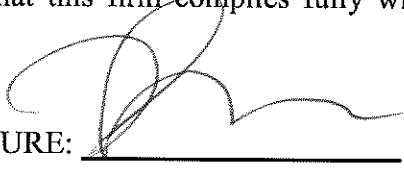
DATE: 7/13/21 SIGNATURE: 
COMPANY: Panhandle Area Welfare Society NAME: Tracey Williams
(Typed or Printed)
ADDRESS: 752 Lovejoy Rd TITLE: Executive Director
Fort Walton Beach,
FL 32548 E-MAIL: Tracey W@PAWS-SHEV.org
PHONE NO.: 850 243 1525

Exhibit "B"

Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The [*contractor* | *consultant*] has full responsibility to monitor compliance to the referenced statute or regulation. The [*contractor* | *consultant*] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

E-VERIFY

Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-

- a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;
 - b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,
 - c. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of
- a. All new employees.
 - i. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
 - ii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
 - b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working

in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-

- i. Enrollment in the E-Verify program; or
- ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.

ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-

- (a) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
- (b) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- (c) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.

Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph € (appropriately modified for identification of the parties in each subcontract that-

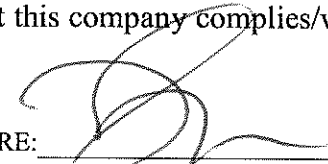
- (1) Is for-(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor

modifications), performed by the COTS provider, and are normally provided for that COTS item); or (ii) Construction;

- (2) Has a value of more than \$3,500; and
- (3) Includes work performed in the United States.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: 7/13/21

SIGNATURE: 

COMPANY: PAWS

NAME: Tracey Williams

ADDRESS: 752 Lovejoy Rd
FT Walton Beach

TITLE: Executive Director

E-MAIL: TraceyW@paws-shelter.org

PHONE NO.: 850-240-6234

**ANIMAL CONTROL SERVICES-COMPLETE
RFP PS 52-21
RANKING SHEET**

VENDORS

QUALIFICATIONS	COMPANY NAME	
Costs. Place emphasis on the costs for meeting the above needs, adequate staffing, training, facilities and equipment/resources, and lifecycle costs (the cost should be for a three (3) year period) for your solution. Disclose all fees and any costs associated with any planned change or change in-progress. Disclose any services intended to be subcontracted and associated costs. (25 points)		
Vendor's organization, staffing, experience, resources, project management approach, public relations approach and documentation practices (including sub-contractor, if applicable). Ensure experience in all above referenced facets of animal control to include domestic, equine and livestock components. Ensure staff are properly certified and have access to recurring training. Discuss availability of on-call personnel, adequate facilities and vehicles. (25 points)		
Facility and Facility Management. Describe ability to manage housing and appropriate care for animals taken into custody under this agreement. Include veterinary services, sanitation practices and internal inspection procedures. Describe Animal Adoption Program and management thereof. (20 points)		
Proven success on other projects similar in type, size and complexity (confirmed by references). (10 points)		
Record keeping (including familiarity with responding to public record requests under Florida Law), Quality assurance, change management (new program implementation) procedures, and ability to cover services and respond to Okaloosa County needs. (10 points)		
Clarity, quality, and comprehensiveness of the response. (10 points)		
Total (100-point scale)		

DRAFT CONTRACT

Please note: This sample contract is a draft contract for proposers to view and understand the County’s standard terms and conditions. It is subject to revisions. By submitting a proposal, respondent understands and acknowledges that the draft contract is not an offer. Respondents are not to sign this draft contract.

AGREEMENT BETWEEN OKALOOSA COUNTY, FLORIDA

AND

CONTRACT ID

THIS AGREEMENT (hereinafter referred to as the “Agreement”) is made this _____, day of _____, 2021, by and between Okaloosa County, a political subdivision of the state of Florida, (hereinafter referred to as the “County”), with a mailing address of 1250 N. Eglin Parkway, Suite 100, Shalimar, Florida, 32579, and _____, a _____ authorized to do business in the State of Florida (hereinafter referred to as “Contractor”) whose Federal I.D. # is _____.

RECITALS

WHEREAS, the County is in need of a contractor to provide Animal Control Services-Complete (“Services”); and

WHEREAS, pursuant to the Okaloosa County Purchasing Manual, the County issued a Request for Proposals to competitively procure the Services and received responses to perform these Services. A copy of the procurement and Contractor’s responsive to the procurement is included as Attachment “A”; and

WHEREAS, Contractor is a certified and insured entity with the necessary experience to provide the desired Services; and

WHEREAS, the County wishes to enter into this Agreement with Contractor to provide the Services to the County for an amount of _____ Dollars (\$ _____), as further detailed below.

NOW THEREFORE, in consideration of the promises and the mutual covenants herein, the parties agree as follows:

1. Recitals and Attachments. The Recitals set forth above are hereby incorporated into this Agreement and made part hereof for reference. The following documents are attached to this Agreement and are incorporated herein.

- Attachment “A” – Procurement RFP PS 52-21 and Contractor’s Response;
- Attachment “B” – Insurance Requirements;
- Attachment “C” – Title VI list of pertinent nondiscrimination acts and authorities;

2. Services. Contractor agrees to perform the following services, **Animal Control Services-Complete.** The Services to be provided are further detailed in the Contractor's proposal attached as Attachment "A" and incorporated herein by reference. The Services shall be performed by Contractor to the full satisfaction of the County. Contractor agrees to have a qualified representative to audit and inspect the Services provided on a regular basis to ensure all Services are being performed in accordance with the County's needs and pursuant to the terms of this Agreement and shall report to the County accordingly. Contractor agrees to immediately inform the County via telephone and in writing of any problems that could cause damage to the County. Contractor will require its employees to perform their work in a manner befitting the type and scope of work to be performed.

3. Term and Renewal. The term of this Agreement shall begin when all parties have signed, and shall continue for a period of one (1) year from the date of the acceptance of the BDA System. After the initial one (1) year term of the contract acceptance the Department of Public Safety may enter into a separate BDA systems maintenance contract to be negotiated at that time.

4. Compensation. The Contractor agrees to provide the Services to the County, including materials and labor, in a total amount of _____ Dollars (\$ _____).

a. Contractor shall submit an invoice to the County upon _____. The invoice shall indicate that all services have been completed for that invoice period. In addition, Contractor agrees to provide the County with any additional documentation requested to process the invoices.

b. Disbursement. Check one:

There are no reimbursable expenses associated with this Agreement.

c. Payment Schedule. Invoices received from the Contractor pursuant to this Agreement will be reviewed by the initiating County Department. Payment will be disbursed as set forth above. If services have been rendered in conformity with the Agreement, the invoice will be sent to the Finance Department for payment. Invoices must reference the contract number assigned by the County after execution of this Agreement. Invoices will be paid in accordance with the State of Florida Local Government Prompt Payment Act.

d. Availability of Funds. The County's performance and obligation to pay under this Agreement is contingent upon annual appropriation for its purpose by the County Commission.

Contractor shall make no other charges to the County for supplies, labor, taxes, licenses, permits, overhead or any other expenses or costs unless any such expenses or cost is incurred by Contractor with the prior written approval of the County. If the County disputes any charges on the invoices, it may make payment of the uncontested amounts and withhold payment on the contested amounts until they are resolved by agreement with the Contractor. Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

5. Ownership of Documents and Equipment. All documents prepared by the Contractor pursuant to this Agreement and related Services to this Agreement are intended and represented for the ownership of

the County only. Any other use by Contractor or other parties shall be approved in writing by the County. If requested, Contractor shall deliver the documents to the County within fifteen (15) calendar days.

6. Insurance. Contractor shall, at its sole cost and expense, during the period of any work being performed under this Agreement, procure and maintain the minimum insurance coverage required as set forth in Attachment "B" attached hereto and incorporated herein, to protect the County and Contractor against all loss, claims, damages and liabilities caused by Contractor, its agents, or employees.

7. Termination and Remedies for Breach.

a. If, through any cause within its reasonable control, the Contractor shall fail to fulfill in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the County shall have the right to terminate the Services then remaining to be performed. Prior to the exercise of its option to terminate for cause, the County shall notify the Contractor of its violation of the particular terms of the Agreement and grant Contractor thirty (30) days to cure such default. If the default remains uncured after thirty (30) days the County may terminate this Agreement, and the County shall receive a refund from the Contractor in an amount equal to the actual cost of a third party to cure such failure. If Contractor fails, refuses or is unable to perform any term of this Agreement, County shall pay for services rendered as of the date of termination.

i. In the event of termination, all finished and unfinished documents, data and other work product prepared by Contractor (and sub-Contractor (s)) shall be delivered to the County and the County shall compensate the Contractor for all Services satisfactorily performed prior to the date of termination, as provided in Section 4 herein.

ii. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the County for damages sustained by it by virtue of a breach of the Agreement by Contractor and the County may reasonably withhold payment to Contractor for the purposes of set-off until such time as the exact amount of damages due the County from the Contractor is determined.

b. Termination for Convenience of County. The County may, for its convenience and without cause immediately terminate the Services then remaining to be performed at any time by giving written notice. The terms of Section 7 Paragraphs a(i) and a(ii) above shall be applicable hereunder.

c. Termination for Insolvency. The County also reserves the right to terminate the remaining Services to be performed in the event the Contractor is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.

d. Termination for failure to adhere to the Public Records Law. Failure of the Contractor to adhere to the requirements of Chapter 119 of the Florida Statutes and Section 9 below, may result in immediate termination of this Agreement.

8. Governing Law, Venue and Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the First Judicial Circuit in and for Okaloosa County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. In the event it becomes necessary for the County to file a lawsuit

to enforce any term or provision under this Agreement, then the County shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the County pursuant to Section 768.28, Florida Statutes.

9. Public Records. Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119. Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 302 N. WILSON ST., CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@myokaloosa.com.

10. Audit. The County and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions, and requirements of this Contract and such right shall extend for a period of three (3) years after termination of this Contract.

11. Notices. All notices and other communications required or permitted to be given under this Agreement by either party to the other shall be in writing and shall be sent (except as otherwise provided herein) (i) by certified mail, first class postage prepaid, return receipt requested, (ii) by guaranteed overnight

delivery by a nationally recognized courier service, or (iii) by facsimile with confirmation receipt (with a copy simultaneously sent by certified mail, first class postage prepaid, return receipt requested or by overnight delivery by traditionally recognized courier service), addressed to such party as follows:

If to the County:	Patrick Maddox, Director Public Safety 90 College Blvd, East Niceville, FL 32579 (850) 651-7150 pmaddox@myokaloosa.com	With a copy to: County Attorney Office 1250 N. Eglin Pkwy, Suite 100 Shalimar, FL 32579 (850) 224-4070
If to the Contractor:		

12. Assignment. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

13. Subcontracting. Contractor shall not subcontract any services or work to be provided to County without the prior written approval of the County's Representative. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The County's acceptance of a subcontractor shall not be unreasonably withheld. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Additionally, any subcontract entered into between the Contractor and subcontractor will need to be approved by the County prior to it being entered into and said agreement shall incorporate in all required terms in accordance with local, state and Federal regulations.

14. Civil Rights. The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

15. Compliance with Nondiscrimination Requirements. During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:

- a. Compliance with Regulations: The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated and attached hereto as Attachment "C".

- b. Nondiscrimination: The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- d. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or other governmental entity to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the County or the other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the County will impose such contract sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:
 - i. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or
 - ii. Cancelling, terminating, or suspending the Agreement, in whole or in part.
- f. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the County to enter into any litigation to protect the interests of the County. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

16. Compliance with Laws. Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Services, shall exercise full and complete authority over Contractor's personnel, shall comply with all workers' compensation, employer's liability and all other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Services, and shall make all reports and remit all withholdings or other

deductions from the compensation paid to Contractor's personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.

17. Conflict of Interest. The Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly which could conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the Contractor. The Contractor guarantees that he/she has not offered or given to any member of, delegate to the Congress of the United States, any or part of this contract or to any benefit arising therefrom.

18. Independent Contractor. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.

19. Third Party Beneficiaries. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

20. Indemnification and Waiver of Liability. The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the County, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions relating to professional Services performed under this Agreement. The Contractor's duty to defend, hold harmless and indemnify the County its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury; sickness; disease; death; or injury to impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions related to Services in the performance of this Agreement including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable. The parties agree that TEN DOLLARS (\$10.00) represents specific consideration to the Contractor for the indemnification set forth herein.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

21. Taxes and Assessments. Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County in accordance with this Agreement. Contractor further agrees that it shall protect, reimburse and indemnify

County from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

The County is exempt from payment of Florida state sales and use taxes. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Contractor authorized to use the County's tax exemption number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

22. Prohibition Against Contracting with Scrutinized Companies. Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the County's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 shall be terminated at the County's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification. Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

23. Inconsistencies and Entire Agreement. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any attachment attached hereto, any document or events referred to herein, or any document incorporated into this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given superior effect and priority over any conflicting or inconsistent term, statement, requirement or provision contained in any other document or attachment, including but not limited to Attachments listed in Section 1.

24. Severability. If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

25. Entire Agreement. This Agreement contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended or rescinded only by in writing signed by the party against whom any such amendment, waiver, change, modification, extension and/or rescission is sought.

26. Representation of Authority to Contractor/Signatory. The individual signing this Agreement on behalf of Contractor represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The signatory represents and warrants to the County that the execution

and delivery of this Agreement and the performance of the Services and obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

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

WITNESS:

Signature

BY: _____

Print Name

ATTEST:

OKALOOSA COUNTY, FLORIDA

J.D. Peacock II, Clerk of Courts

BY: _____
Carolyn N. Ketchel, Chairman



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Not For Profit Corporation
PANHANDLE ANIMAL WELFARE SOCIETY, INC.

Filing Information

Document Number	719357
FEI/EIN Number	59-0815515
Date Filed	09/22/1970
State	FL
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	06/04/1986
Event Effective Date	NONE

Principal Address

752 LOVEJOY ROAD
FT. WALTON BEACH, FL 32548-3845

Changed: 07/07/1993

Mailing Address

752 LOVEJOY ROAD
FT. WALTON BEACH, FL 32548-3845

Changed: 07/07/1993

Registered Agent Name & Address

BAUMAN, KYLE
ANCHOR, SMITH & GRIMSLEY
909 MAR WALT DR STE 1014
FORT WALTON BEACH, FL 32547

Name Changed: 12/17/2018

Address Changed: 12/17/2018

Officer/Director Detail

Name & Address

Title President

Bauman, Kyle

752 LOVEJOY ROAD
FT. WALTON BEACH, FL 32548-3845

Title Director

Williams, Tracey L
752 LOVEJOY RD
FORT WALTON BEACH, FL 32548

Title Secretary

Matsko, Lacy
752 LOVEJOY ROAD
FT. WALTON BEACH, FL 32548-3845

Title Board member

Rubin, Mark
752 LOVEJOY ROAD
FT. WALTON BEACH, FL 32548-3845

Title Treasurer

Telford, Jim
752 LOVEJOY ROAD
FT. WALTON BEACH, FL 32548-3845

Title Board Member

nicholson, Scott
752 LOVEJOY ROAD
FT. WALTON BEACH, FL 32548-3845

Title Board Member

Yanna, Lori
752 LOVEJOY ROAD
FT. WALTON BEACH, FL 32548-3845

Title Board Member

Stine, Bonnie
752 LOVEJOY ROAD
FT. WALTON BEACH, FL 32548-3845

Title Board Member

Porch, Greg
752 LOVEJOY ROAD
FT. WALTON BEACH, FL 32548-3845

Title VP

Wright, Denise
 752 LOVEJOY ROAD
 FT. WALTON BEACH, FL 32548-3845

Annual Reports

Report Year	Filed Date
2019	02/25/2019
2020	01/15/2020
2021	03/15/2021

Document Images

03/15/2021 -- ANNUAL REPORT	View image in PDF format
01/15/2020 -- ANNUAL REPORT	View image in PDF format
02/25/2019 -- ANNUAL REPORT	View image in PDF format
12/17/2018 -- Reg. Agent Change	View image in PDF format
08/22/2018 -- Reg. Agent Change	View image in PDF format
01/11/2018 -- ANNUAL REPORT	View image in PDF format
07/20/2017 -- Reg. Agent Change	View image in PDF format
01/10/2017 -- ANNUAL REPORT	View image in PDF format
01/21/2016 -- ANNUAL REPORT	View image in PDF format
03/18/2015 -- ANNUAL REPORT	View image in PDF format
02/24/2014 -- ANNUAL REPORT	View image in PDF format
03/19/2013 -- ANNUAL REPORT	View image in PDF format
02/20/2012 -- ANNUAL REPORT	View image in PDF format
04/20/2011 -- ANNUAL REPORT	View image in PDF format
01/08/2010 -- ANNUAL REPORT	View image in PDF format
01/23/2009 -- ANNUAL REPORT	View image in PDF format
01/04/2008 -- ANNUAL REPORT	View image in PDF format
01/03/2007 -- ANNUAL REPORT	View image in PDF format
01/09/2006 -- ANNUAL REPORT	View image in PDF format
01/06/2005 -- ANNUAL REPORT	View image in PDF format
07/12/2004 -- Reg. Agent Change	View image in PDF format
01/08/2004 -- ANNUAL REPORT	View image in PDF format
02/04/2003 -- ANNUAL REPORT	View image in PDF format
01/16/2002 -- ANNUAL REPORT	View image in PDF format
10/19/2001 -- Reg. Agent Change	View image in PDF format
01/09/2001 -- ANNUAL REPORT	View image in PDF format
01/12/2000 -- ANNUAL REPORT	View image in PDF format
02/26/1999 -- ANNUAL REPORT	View image in PDF format
01/20/1998 -- ANNUAL REPORT	View image in PDF format
01/27/1997 -- ANNUAL REPORT	View image in PDF format
01/25/1996 -- ANNUAL REPORT	View image in PDF format
01/30/1995 -- ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations

Important Information About Your Auto Insurance

Dear Nonprofit Manager:

Date: 12/1/2020

Welcome to Alliance of Nonprofits for Insurance, Risk Retention Group (ANI). As a 501(c)(3) nonprofit insurer ourselves, our mission is to provide stable liability insurance coverages and risk management assistance to other 501(c)(3) nonprofits.

You recently purchased insurance, including auto insurance from us for your nonprofit agency. We do not require you to submit Motor Vehicle Records (MVRs) on your drivers, however, we expect you and your insurance broker will ensure that the drivers who are driving on behalf of your organization meet or exceed **our driver guidelines below**. We will not order MVRs on your drivers unless we notice claims activity on your account that causes us concern.

Guidelines for Drivers of Agency Vehicles

1. Drivers must have a valid driver's license of the State they reside in.
2. Drivers should have at least two years driving experience and be at least 18 years old.
3. In the past three (3) years, drivers should have no more than:
 - a.) Two (2) At-Fault Accidents, (proof of not-at-fault status for accidents must be received to rescind this. Your personal auto insurer or DMV can assist with this information.)
 - b.) Three (3) Minor Moving Violations, (personal and/or business)
 - c.) Four (4) Non-Moving Violations, such as:
 - Failure to Appear (FTA),
 - License not in possession, or
 - No Proof of Insurance/Registration
 - d.) Four (4) or more in combination of the above a, b, and c.
4. In the past four (4) years, drivers should have zero (0) Major Moving Violations such as:
 - Driving while Suspended/Revoked and/or Invalid License
 - Exhibition of Speed - Speed Contest
 - Reckless Driving
 - Driving Under the Influence (DUI)
 - Vehicular Manslaughter
 - Leaving the Scene of an Accident (Hit and Run)
 - Speeding in excess of 100 mph, etc.

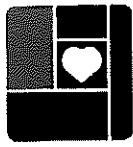
You may contact your State Department of Motor Vehicles for violation descriptions and codes found on Motor Vehicle Records.

FREE Automobile Risk Management Services

ANI offers a variety of free services to help reduce auto collisions. These services include publications, training videos, driver training, a vehicle monitoring program for your fleets, vehicle safety forms and checklists. As a member, you have free access to these services, so use them! Find out more at www.insurancefor nonprofits.org.

Director of Loss Control

Our director of loss control can assist you with many issues surrounding the safe operation of your agency. If you have any loss control needs, please contact us at (800) 359-6422, ext. 6075, or email us at losscontrol@insurancefor nonprofits.org.



**NONPROFITS
INSURANCE
ALLIANCE GROUP**

A Head for Insurance. A Heart for Nonprofits.

*Including ALLIANCE OF NONPROFITS FOR INSURANCE (ANI) &
NONPROFITS INSURANCE ALLIANCE OF CALIFORNIA (NIAC)*

www.insurancefornonprofits.org

Claims Reporting Procedure

REPORT CLAIMS IMMEDIATELY!

There is no negative impact on your policy for reporting an incident.
When in doubt – report it!

If you have any questions concerning whether to report an incident or claim,
call your broker.

HOW DO YOU KNOW WHEN AN INCIDENT REQUIRES A CLAIM TO BE REPORTED?

1. There's been an accident
2. Someone has been hurt
3. Property has been damaged
4. You think someone ought to know "just in case"

IF YOU NEED TO REPORT A CLAIM:

1. Complete the appropriate reporting form:
 - Driver Accident Report Form – motor vehicle accident
 - Incident Report Form – all other accidents

An original of these forms follows this page of your policy. Additional forms are available at our secure website: www.insurancefornonprofits.org.

NOTE: Claims for North American Elite Property Insurance or NIAC Property Insurance do not require a separate form. Your insurance broker will send us an ACORD claim form.

2. Tell your insurance broker to report the claim to our Claims Department by email at: newclaims@insurancefornonprofits.org

EMERGENCY SITUATIONS

If you need to report a claim during **non-business hours** and cannot reach your broker, call 1-866-718-1947. This number should **only** be used for true claims emergencies.

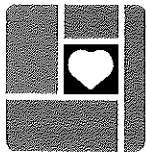
Broker : The Cothron Group, Inc. (TCG)
1540 International Parkway, Suite 2000
Lake Mary, FL 32746

IMPORTANT POLICY INFORMATION ENCLOSED

Enclosed along with the ANI-RRG Insurance Policies are Evidence of Insurance Forms (Automobile Identification Cards) for the vehicles that are insured through ANI-RRG. These cards need to be in each vehicle insured by ANI-RRG. A peace officer may ask for this information if your automobile is involved in an accident or is stopped for a moving violation.



December 01, 2020



ALLIANCE OF
NONPROFITS FOR
INSURANCE

P.O. BOX 8507, SANTA CRUZ, CA 95060-8507 www.insurancefornonprofits.org

A Head for Insurance. A Heart for Nonprofits.

831-459-0980 or 800-359-6422 Fax: 831-459-0853

Dear ANI Member,

Your insurance broker has put your policy on our Direct Bill Program. We have developed this more flexible billing system in response to feedback from our members.

Each month you will receive a statement documenting recent activity on your account. Similar to a credit card statement, you will have the choice to pay off the entire balance or make the minimum payment. Your first statement will require a minimum payment of 20% of the total annual premiums. The second through ninth statements will require a minimum payment of approximately 10% of the total annual premiums, plus any unpaid portion of the previous minimum payment. In addition, the minimum payment will reflect adjustments for changes in coverage, and a monthly finance charge.

Please note that a simple finance charge equivalent to 3.00 % APR will be applied each month to any unpaid balances (excluding NAE Property and QBE Accident). This charge will be itemized in the detail section of each statement.

We hope this more flexible payment method meets the needs of your organization. If you have any questions or comments, feel free to call our finance department at 800-359-6422, ext. 6007.

Sincerely,

Kimberly Aday
CFO & Treasurer

Florida Auto Insurance Identification Card

Company: Alliance of Nonprofits for Insurance

POLICY NUMBER EFF. FROM EFF. TO
2020-57095 -02270 11/15/2020 11/15/2021

- Personal Injury Protection Benefits/
Property Damage Liability Bodily Injury
Liability

NAMED INSURED

Panhandle Animal Welfare Society, Inc. dba: Paws, In

MAKE YEAR VIN
Chevrolet 2006 1GCGG25V861145798

NOT VALID MORE THAN ONE YEAR FROM THE EFFECTIVE DATE. MISREPRESENTATION OF INSURANCE IS A FIRST DEGREE MISDEMEANOR

Florida Auto Insurance Identification Card

Company: Alliance of Nonprofits for Insurance

POLICY NUMBER EFF. FROM EFF. TO
2020-57095 -02270 11/15/2020 11/15/2021

- Personal Injury Protection Benefits/
Property Damage Liability Bodily Injury
Liability

NAMED INSURED

Panhandle Animal Welfare Society, Inc. dba: Paws, In

MAKE YEAR VIN
Ford 2015 NM0GE9E76F1210662

NOT VALID MORE THAN ONE YEAR FROM THE EFFECTIVE DATE. MISREPRESENTATION OF INSURANCE IS A FIRST DEGREE MISDEMEANOR

Florida Auto Insurance Identification Card

Company: Alliance of Nonprofits for Insurance

POLICY NUMBER EFF. FROM EFF. TO
2020-57095 -02270 11/15/2020 11/15/2021

- Personal Injury Protection Benefits/
Property Damage Liability Bodily Injury
Liability

NAMED INSURED

Panhandle Animal Welfare Society, Inc. dba: Paws, In

MAKE YEAR VIN
Chevrolet 2011 1GCWGFCA5B1108852

NOT VALID MORE THAN ONE YEAR FROM THE EFFECTIVE DATE. MISREPRESENTATION OF INSURANCE IS A FIRST DEGREE MISDEMEANOR

Florida Auto Insurance Identification Card

Company: Alliance of Nonprofits for Insurance

POLICY NUMBER EFF. FROM EFF. TO
2020-57095 -02270 11/15/2020 11/15/2021

- Personal Injury Protection Benefits/
Property Damage Liability Bodily Injury
Liability

NAMED INSURED

Panhandle Animal Welfare Society, Inc. dba: Paws, In

MAKE YEAR VIN
Ford 2015 NM0GE9E70F1209698

NOT VALID MORE THAN ONE YEAR FROM THE EFFECTIVE DATE. MISREPRESENTATION OF INSURANCE IS A FIRST DEGREE MISDEMEANOR

Florida Auto Insurance Identification Card

Company: Alliance of Nonprofits for Insurance

POLICY NUMBER EFF. FROM EFF. TO
2020-57095 -02270 11/15/2020 11/15/2021

- Personal Injury Protection Benefits/
Property Damage Liability Bodily Injury
Liability

NAMED INSURED

Panhandle Animal Welfare Society, Inc. dba: Paws, In

MAKE YEAR VIN
GMC 2012 1GTW7FCA6C1123460

NOT VALID MORE THAN ONE YEAR FROM THE EFFECTIVE DATE. MISREPRESENTATION OF INSURANCE IS A FIRST DEGREE MISDEMEANOR

Florida Auto Insurance Identification Card

Company: Alliance of Nonprofits for Insurance

POLICY NUMBER EFF. FROM EFF. TO
2020-57095 -02270 11/15/2020 11/15/2021

- Personal Injury Protection Benefits/
Property Damage Liability Bodily Injury
Liability

NAMED INSURED

Panhandle Animal Welfare Society, Inc. dba: Paws, In

MAKE YEAR VIN
Elite Trailers 2016 5THBV1625GC003839

NOT VALID MORE THAN ONE YEAR FROM THE EFFECTIVE DATE. MISREPRESENTATION OF INSURANCE IS A FIRST DEGREE MISDEMEANOR

Florida Auto Insurance Identification Card

Company: Alliance of Nonprofits for Insurance

POLICY NUMBER EFF. FROM EFF. TO
2020-57095 -02270 11/15/2020 11/15/2021

Personal Injury Protection Benefits/
Property Damage Liability Bodily Injury
Liability

NAMED INSURED

Panhandle Animal Welfare Society, Inc. dba: Paws, In

MAKE YEAR VIN
Beet Trailer 2003 1B916SBC031277808

**NOT VALID MORE THAN ONE YEAR FROM THE EFFECTIVE
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Florida Auto Insurance Identification Card

Company: Alliance of Nonprofits for Insurance

POLICY NUMBER EFF. FROM EFF. TO
2020-57095 -02270 11/15/2020 11/15/2021

Personal Injury Protection Benefits/
Property Damage Liability Bodily Injury
Liability

NAMED INSURED

Panhandle Animal Welfare Society, Inc. dba: Paws, In

MAKE YEAR VIN
Chevrolet 2008 1GCGG29C881231544

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2020-57095 -02270 11/15/2020 11/15/2021

Personal Injury Protection Benefits/
Property Damage Liability Bodily Injury
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NAMED INSURED

Panhandle Animal Welfare Society, Inc. dba: Paws, In

MAKE YEAR VIN
Homemade 1 2014 10001771411111111

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2020-57095 -02270 11/15/2020 11/15/2021

Personal Injury Protection Benefits/
Property Damage Liability Bodily Injury
Liability

NAMED INSURED

Panhandle Animal Welfare Society, Inc. dba: Paws, In

MAKE YEAR VIN
Chevrolet 2001 3GNFK16T01G205124

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POLICY NUMBER EFF. FROM EFF. TO
2020-57095 -02270 11/15/2020 11/15/2021

Personal Injury Protection Benefits/
Property Damage Liability Bodily Injury
Liability

NAMED INSURED

Panhandle Animal Welfare Society, Inc. dba: Paws, In

MAKE YEAR VIN
K-Z 2003 4EZTS22243S071842

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Property Damage Liability Bodily Injury
Liability

NAMED INSURED

Panhandle Animal Welfare Society, Inc. dba: Paws, In

MAKE YEAR VIN
Chevrolet 2002 1GNEK13V42J309522

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 - Vehicular Manslaughter
 - Leaving the Scene of an Accident (Hit and Run)
 - Speeding in excess of 100 mph, etc.

You may contact your State Department of Motor Vehicles for violation descriptions and codes found on Motor Vehicle Records.

FREE Automobile Risk Management Services

ANI offers a variety of free services to help reduce auto collisions. These services include publications, training videos, driver training, a vehicle monitoring program for your fleets, vehicle safety forms and checklists. As a member, you have free access to these services, so use them! Find out more at www.insurancefor nonprofits.org.

Director of Loss Control

Our director of loss control can assist you with many issues surrounding the safe operation of your agency. If you have any loss control needs, please contact us at (800) 359-6422, ext. 6075, or email us at losscontrol@insurancefor nonprofits.org.



Claims Reporting Procedure

REPORT CLAIMS IMMEDIATELY!

There is no negative impact on your policy for reporting an incident.
When in doubt – report it!

If you have any questions concerning whether to report an incident or claim,
call your broker.

HOW DO YOU KNOW WHEN AN INCIDENT REQUIRES A CLAIM TO BE REPORTED?

1. There's been an accident
2. Someone has been hurt
3. Property has been damaged
4. You think someone ought to know "just in case"

IF YOU NEED TO REPORT A CLAIM:

1. Complete the appropriate reporting form:
 - Driver Accident Report Form – motor vehicle accident
 - Incident Report Form – all other accidents

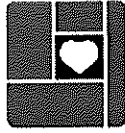
An original of these forms follows this page of your policy. Additional forms are available at our secure website: www.insurancefornonprofits.org.

NOTE: Claims for North American Elite Property Insurance or NIAC Property Insurance do not require a separate form. Your insurance broker will send us an ACORD claim form.

2. Tell your insurance broker to report the claim to our Claims Department by email at: newclaims@insurancefornonprofits.org

EMERGENCY SITUATIONS

If you need to report a claim during **non-business hours** and cannot reach your broker, call 1-866-718-1947. This number should **only** be used for true claims emergencies.



**ALLIANCE OF
NONPROFITS FOR
INSURANCE**

A Head for Insurance. A Heart for Nonprofits.

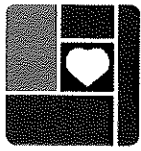
FEE SCHEDULE ENDORSEMENT

Use of Medical Fee Schedule for Personal Injury Protection Claims

Alliance of Nonprofits for Insurance will limit reimbursement of medical expenses to 80 percent of a properly billed reasonable charge, but in no event will Alliance of Nonprofits for Insurance pay more than 80 percent of the following schedule of maximum charges:

- a. For emergency transport and treatment by providers licensed under Chapter 401, Florida Statutes, 200 percent of Medicare.
- b. For emergency services and care provided by a hospital licensed under Chapter 395, Florida Statutes, 75 percent of the hospital's usual and customary charges.
- c. For emergency services and care as defined by s. 395.002(9), Florida Statutes, provided in a facility licensed under Chapter 395, Florida Statutes, rendered by a physician or dentist, and related hospital inpatient services rendered by a physician or dentist, the usual and customary charges in the community.
- d. For hospital inpatient services, other than emergency services and care, 200 percent of the Medicare Part A prospective payment applicable to the specific hospital providing the inpatient services.
- e. For hospital outpatient services, other than emergency services and care, 200 percent of the Medicare Part A Ambulatory Payment Classification for the specific hospital providing the outpatient services.
- f. For all other medical services, supplies, and care, 200 percent of the allowable amount under the participating physicians schedule of Medicare Part B. However, if such services, supplies, or care is not reimbursable under Medicare Part B, [the insurer] will limit reimbursement to 80 percent of the maximum reimbursable allowance under workers' compensation, as determined under s. 440.13, Florida Statutes, and rules adopted thereunder which are in effect at the time such services, supplies, or care is provided. Services, supplies, or care that is not reimbursable under Medicare or workers' compensation will not be reimbursed by [the insurer].

For purposes of the above, the applicable fee schedule or payment limitation under Medicare is the fee schedule or payment limitation in effect at the time the services, supplies, or care was rendered and for the area in which such services were rendered, except that it will not be less than the allowable amount under the participating physicians schedule of Medicare Part B for 2007 for medical services, supplies, and care subject to Medicare Part B.



Incident Report Form

CLAIMS REPORTING PROCEDURE

If you have a question concerning whether to report an incident or claim, call your broker.

NONPROFIT / INSURED – Complete all items to the best of your ability, sign and date page 2, and immediately give it to your supervisor.

Supervisor – Fax this Incident Report Form to your insurance broker immediately.

Important: Retain any equipment or furniture which caused or contributed to an injury until it can be inspected by an insurance representative.

BROKER – Refer to our website for instructions on claim reporting.

If a claim needs to be reported after business hours or on the weekend, call (866) 718-1947.
This number is reserved for true claims emergencies after business hours and weekends.

General Information

Name of Nonprofit Organization			ANI/NIAC Policy Number	
Name of Contact		Title		
Nonprofit Address – Street		City	State	Zip
Business Phone # ()	Ext.	Business Fax # ()	E-mail Address	

Incident Information

Date of Incident	Day of Week (circle one) Mon Tue Wed Thurs Fri Sat Sun	Time of Incident AM / PM	Did the incident occur on organization's premises? <input type="checkbox"/> Yes <input type="checkbox"/> No
Location of Incident (If possible, take pictures of the area with a digital or disposable camera)			
Description of Incident (A brief factual account of the incident; include who was involved, how the incident occurred and what action is being taken in response to the incident. Use the back of the sheet if more space is needed.)			

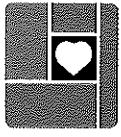
Witness Information

	Name and Address	Daytime Phone	Email Address	DOB
1.				
2.				

FLORIDA NOTICE TO POLICYHOLDERS
OF NORTH AMERICAN ELITE INSURANCE COMPANY
AUTO PHYSICAL DAMAGE COVERAGE

As our policyholder, your satisfaction is very important to us. Should you have any inquiries, complaints or should you need information about coverage, we encourage you to contact us. Our contact information is below.

North American Elite Insurance Company
c/o Alliance of Nonprofits for Insurance Risk Retention Group
PO Box 8546
Santa Cruz, CA.
95061-8546
1 800 359 6422



COMMERCIAL LINES COMMON POLICY DECLARATIONS

PRODUCER:

The Cothron Group, Inc. (TCG)
1540 International Parkway, Suite 2000
Lake Mary, FL 32746

POLICY NUMBER: 2020-57095

RENEWAL OF NUMBER: 2019-57095

NAME OF INSURED AND MAILING ADDRESS:

Panhandle Animal Welfare Society, Inc. dba: Paws, Inc.
752 Lovejoy Rd.
Fort Walton Beach, FL 32548

POLICY PERIOD:

FROM 11/15/2020 TO 11/15/2021
AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

BUSINESS DESCRIPTION: Animal humane society and adoption center

**IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS
POLICY, WE AGREE WITH YOU TO PROVIDE THE COVERAGE AS STATED IN THIS POLICY.**

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THESE PREMIUMS MAY BE SUBJECT TO ADJUSTMENT.

	PREMIUM
COMMERCIAL GENERAL LIABILITY COVERAGE PART - OCCURRENCE	\$28,245
COMMERCIAL AUTO LIABILITY COVERAGE PART	\$16,908
IMPROPER SEXUAL CONDUCT AND PHYSICAL ABUSE COVERAGE PART	Not Covered
SOCIAL SERVICE PROFESSIONAL COVERAGE PART	Not Covered
COMMERCIAL LIQUOR LIABILITY COVERAGE PART	INCLUDED
TERRORISM COVERAGE (Certified Acts)	Not Covered
TOTAL:	\$45,153

FORM(S) AND ENDORSEMENT(S) MADE A PART OF THIS POLICY AT TIME OF ISSUE:*

ANI-E003 GL 08 20,	SCHEDULE AI,	ANI-E069 GL 02 19,	ANI-E078 12 18,	ANI-E120 09 19,	ANI-E123 09 19,	SCHEDULE AI,
ANI-RRG-AL 04 01,	ANI-RRG-E11 GL 09 19,	ANI-RRG-E15 01 17,	ANI-RRG-E22 09 19,	ANI-RRG-E25 12 15,	ANI-RRG-E26 11 17,	ANI-RRG-E28 01 99,
ANI-RRG-E29 12 09,	ANI-RRG-E33 GL 09 19,	ANI-RRG-E34 09 18,	ANI-RRG-E42 GL 09 19,	ANI-RRG-E5 07 15,	ANI-RRG-E56 01 17,	ANI-RRG-E59 02 12,
ANI-RRG-E60 07 12,	ANI-RRG-E61 02 19,	ANI-RRG-E67 08 17,	ANI-RRG-E70 03 19,	ANI-RRG-E72 01 17,	ANI-RRG-E74 03 14,	ANI-RRG-GL 04 01,
ANI-RRG-LL 04 01,	ANI-RRG-NPO-001 05 20,	ANI-RRG-X1 08 18,	SCHEDULE AI,	CG 00 01 04 13,	CG 00 33 04 13,	CG 02 20 03 12,
CG 20 10 04 13,	CG 20 12 04 13,	CG 20 18 04 13,	CG 20 20 11 85,	CG 20 21 07 98,	CG 20 26 04 13,	CG 20 34 04 13,
CG 20 37 04 13,	CG 21 09 06 15,	CG 21 47 12 07,	CG 21 73 01 15,	CG 21 98 03 05,	CG 22 44 04 13,	CG 24 07 01 96,
SCHEDULE AI,	IL 00 17 11 98,	IL 00 21 09 08,	SCHEDULE AI,	SCHEDULE BA 01 80,	SCHEDULE G 01 80,	SCHEDULE L 01 80,
SCHEDULE AI,	SCHEDULE AI					

*Omits applicable forms and endorsement if shown in specific coverage part / coverage form declarations.

These declarations and the common policy declarations, if applicable, together with the common policy conditions, coverage form(s) and forms and endorsements, if any, issued to form a part thereof, complete the above numbered policy.

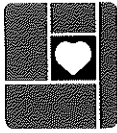
"NOTICE

This policy is issued by your risk retention group. Your risk retention group may not be subject to all of the insurance laws and regulations of your State. State insurance insolvency guaranty funds are not available for your risk retention group."

ANI-RRG-CO

BY 

(AUTHORIZED REPRESENTATIVE)
12/01/2020



**ALLIANCE OF
NONPROFITS FOR
INSURANCE**

A Head for Insurance. A Heart for Nonprofits.

**ALLIANCE OF NONPROFITS FOR INSURANCE
RISK RETENTION GROUP (ANI)**

www.insurancefornonprofits.org

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

PRODUCER:
The Cothron Group, Inc. (TCG)
1540 International Parkway, Suite 2000
Lake Mary, FL 32746

POLICY NUMBER: 2020-57095

RENEWAL OF NUMBER: 2019-57095

NAME OF INSURED AND MAILING ADDRESS:
Panhandle Animal Welfare Society, Inc. dba: Paws, Inc.
752 Lovejoy Rd.
Fort Walton Beach, FL 32548

POLICY PERIOD: FROM 11/15/2020 TO 11/15/2021
AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

BUSINESS DESCRIPTION: Animal humane society and adoption center

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS
POLICY, WE AGREE WITH YOU TO PROVIDE THE COVERAGE AS STATED IN THIS POLICY.

LIMITS OF COVERAGE:

GENERAL AGGREGATE LIMIT (OTHER THAN PRODUCTS - COMPLETED OPERATIONS)	\$3,000,000
PRODUCTS - COMPLETED OPERATIONS AGGREGATE LIMIT	\$3,000,000
PERSONAL AND ADVERTISING INJURY LIMIT	\$1,000,000
EACH OCCURRENCE LIMIT	\$1,000,000
DAMAGE TO PREMISES RENTED TO YOU	\$500,000 any one premises
MEDICAL EXPENSE LIMIT	\$20,000 any one person

ADDITIONAL COVERAGES:

PREMIUM

\$28,245

FORMS AND ENDORSEMENTS APPLICABLE TO THIS POLICY ARE INCLUDED IN COMMERCIAL LINES COMMON POLICY DECLARATIONS

12/01/2020

BY

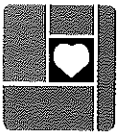
Panel C. Q.

(AUTHORIZED REPRESENTATIVE)

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

"NOTICE : This Policy is issued by your risk retention group. Your risk retention group may not be subject to all the insurance laws and regulations of your State. State insurance insolvency guaranty funds are not available for your risk retention group."

ANI-RRG-GL



**COMMERCIAL GENERAL LIABILITY
EXTENSION OF DECLARATIONS**

Schedule G

POLICY NUMBER: 2020-57095

Page 1

NAME OF INSURED: Panhandle Animal Welfare Society, Inc. dba: Paws, Inc.

<u>PREMISES CODE/CLASS</u>	<u>*LOC</u>	<u>PREMIUM BASIS</u>	<u>RATE</u>	<u>*ADVANCED PREMIUM</u>
99851/Veterinarian or Veterinary Hospitals	1	230,000	11.103	\$2,554
45450/Kennels - breeding, boarding or sales	1	56	25.085	\$1,405
18438/Stores - no food or drink - NOC - NFP	2	185,339	3.494	\$648
	Prod.	185,339.00	2.199	\$408
45450/Kennels - breeding, boarding or sales	3	16	25.085	\$402
45450/Kennels - breeding, boarding or sales	4	20	25.085	\$502
68707/Warehouses - private - NFP	4	2,128	69.764	\$149
49452/Vacant Land - NFP	5	16	29.755	\$476
49452/Vacant Land - NFP	6	15	14.998	\$226

ADDITIONAL COVERAGES

*See Common Declarations for Total Advanced Premium and Schedule 'L' for locations.

12/1/2020

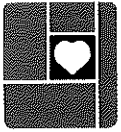
BY

Samuel C. Q.

(AUTHORIZED REPRESENTATIVE)

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ANI - RRG - SCHEDULE G



**COMMERCIAL GENERAL LIABILITY
EXTENSION OF DECLARATIONS**

Schedule G

Page 2

POLICY NUMBER: 2020-57095

NAME OF INSURED: Panhandle Animal Welfare Society, Inc. dba: Paws, Inc.

Activities/Field Trips:

Event #	# of people	Description	
1	N/A	Animal Adoptions	\$500
2	150	Dog Foster Homes	\$15,000
3	150	Cat Foster Homes	\$3,750
4	200	Poker Motorcycle Run	\$150
5	N/A	Dog Participation in Christmas Parade	\$75
Increased Aggregate			\$2,000

*See Common Declarations for Total Advanced Premium and Schedule 'L' for locations.

12/1/2020

BY

Panel C. D.

(AUTHORIZED REPRESENTATIVE)

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ANI - RRG - SCHEDULE G



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**COMMERCIAL GENERAL LIABILITY
EXTENSION OF DECLARATIONS**

Schedule L

POLICY NUMBER: 2020-57095

Page 1

NAME OF INSURED: Panhandle Animal Welfare Society, Inc. dba: Paws, Inc.

PREMISES LOC/BLDG	DESIGNATED PREMISES ADDRESS, CITY, STATE, ZIP	ADDITIONAL INSUREDS AND OTHER INTERESTS
1	752 Lovejoy Road Fort Walton Beach, FL 32548	
2	179 North Eglin Pkwy Fort Walton Beach, FL 32548	
3	3731 Ebenezer Road Laurel Hill, FL 32567	
4	760 Lovejoy Road Fort Walton Beach, FL 32548	
5	Lovejoy Road, Parcel A & B Fort Walton Beach, FL 32548	
6	Wildwood Blvd NW, Parcel A & B Fort Walton Beach, FL 32548	

12/01/2020

BY

Samuel C. D.

(AUTHORIZED REPRESENTATIVE)

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COMMERCIAL LIQUOR LIABILITY COVERAGE PART DECLARATIONS

PRODUCER:

The Cothron Group, Inc. (TCG)
1540 International Parkway, Suite 2000
Lake Mary, FL 32746

POLICY NUMBER: 2020-57095

RENEWAL OF NUMBER: 2019-57095

NAME OF INSURED AND MAILING ADDRESS:

Panhandle Animal Welfare Society, Inc. dba: Paws, Inc.

752 Lovejoy Rd.
Fort Walton Beach, FL 32548

POLICY PERIOD:

FROM 11/15/2020 TO 11/15/2021
AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

BUSINESS DESCRIPTION: Animal humane society and adoption center

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE COVERAGE AS STATED IN THIS POLICY.

LIMITS OF COVERAGE:

GENERAL AGGREGATE LIMIT..... \$ 1,000,000
EACH COMMON CAUSE LIMIT..... \$ 1,000,000

PREMIUM:

Included

FORMS AND ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART AND MADE PART OF THIS POLICY AT THE TIME OF ISSUANCE:

CG 00 33 04 13

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

12/1/2020

BY

Samuel C. Q.

(AUTHORIZED REPRESENTATIVE)

"NOTICE : This Policy is issued by your risk retention group. Your risk retention group may not be subject to all the insurance laws and regulations of your State. State insurance insolvency guaranty funds are not available for your risk retention group."

ANI - RRG - LL



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INDEX OF FORMS ATTACHED TO THE POLICY

POLICY NUMBER: 2020-57095

NAME OF INSURED: Panhandle Animal Welfare Society, Inc. dba: Paws, Inc.

Page: 1

LIABILITY FORMS AND ENDORSEMENTS

FORM NUMBER / EDITION DATE

Member Criteria	ANI-E003 GL 08 20
Fiscal Sponsor Limitation	ANI-E069 GL 02 19
Professional Services Exclusion	ANI-E078 12 18
Lead Liability - Exclusion	ANI-E120 09 19
Firearms Sublimit Endorsement	ANI-E123 09 19
Business Auto Coverage Part Declarations	ANI-RRG-AL 04 01
Fireworks Exclusion	ANI-RRG-E11 GL 09 19
Blood Testing Exclusion	ANI-RRG-E15 01 17
Asbestos Exclusion	ANI-RRG-E22 09 19
Additional Insured - Designated Person or Organization	ANI-RRG-E25 12 15
Waiver of Transfer of Rights of Recovery Against Others	ANI-RRG-E26 11 17
Property Damage to Personal Property in the Care, Custody or Control of the Insured	ANI-RRG-E28 01 99
Employee Personal Auto Reimbursement	ANI-RRG-E29 12 09
Mold, Fungus Exclusion	ANI-RRG-E33 GL 09 19
Construction and Conversion Exclusion	ANI-RRG-E34 09 18
Nuclear, Chemical and Biological Hazard Exclusion	ANI-RRG-E42 GL 09 19
Trampoline Bounce House Exclusion	ANI-RRG-E5 07 15
Liberalization - GL, SSP, EBL	ANI-RRG-E56 01 17
Liberalization - LL	ANI-RRG-E59 02 12
Volunteer Medical Payments	ANI-RRG-E60 07 12
Additional Insured - Primary and Non-Contributory Endorsement for Public Entities	ANI-RRG-E61 02 19
Additional Insured - Managers or Lessors of Premises	ANI-RRG-E67 08 17
Fundraiser and Event Endorsement	ANI-RRG-E70 03 19
Other Insurance - Coverage C	ANI-RRG-E72 01 17
Mental Anguish Endorsement	ANI-RRG-E74 03 14
Commercial General Liability Coverage Part Declarations	ANI-RRG-GL 04 01
Commercial Liquor Liability Coverage Part Declarations	ANI-RRG-LL 04 01
Nonprofits' OWN Enhancement Endorsement	ANI-RRG-NPO-001 05 20
Improper Sexual Conduct and Physical Abuse Exclusion - GL	ANI-RRG-X1 06 18
Commercial General Liability Coverage Form	CG 00 01 04 13
Liquor Liability Coverage Form	CG 00 33 04 13
Florida Changes - Cancellation and Nonrenewal	CG 02 20 03 12
Additional Insured - Owners, Lessees or Contractors	CG 20 10 04 13
Additional Insured - State or Political Subdivisions - Permits	CG 20 12 04 13
Additional Insured - Mortgagee, Assignee or Receiver	CG 20 18 04 13
Additional Insured - Charitable Institutions	CG 20 20 11 85
Additional Insured - Volunteers	CG 20 21 07 98
Additional Insured - Designated Person or Organization	CG 20 26 04 13
Additional Insured - Lessor of Leased Equipment - Automatic Status - Lease	CG 20 34 04 13
Additional Insured - Owners, Lessees or Contractors - Completed Operations	CG 20 37 04 13
Exclusion - Unmanned Aircraft	CG 21 09 06 15
Employment-Related Practices Exclusion	CG 21 47 12 07

This list of forms is not part of the actual policy, but is for your information only. Please refer to the policy(s) for actual limits, coverages and exclusions.



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INDEX OF FORMS ATTACHED TO THE POLICY

POLICY NUMBER: 2020-57095

NAME OF INSURED: Panhandle Animal Welfare Society, Inc. dba: Paws, Inc.

Page: 2

LIABILITY FORMS AND ENDORSEMENTS

FORM NUMBER / EDITION DATE

Exclusion of Certified Acts of Terrorism	CG 21 73 01 15
Silica - Exclusion	CG 21 96 03 05
Health or Cosmetic Services Exclusion	CG 22 44 04 13
Products/Completed Operations Hazard Redefined	CG 24 07 01 96
Common Policy Conditions	IL 00 17 11 98
Nuclear Energy Liability Exclusion Endorsement (Broad Form)	IL 00 21 09 08
Business Auto Coverage Schedule	SCHEDULE BA 01 80
Commercial General Liability Class Code Schedule	SCHEDULE G 01 80
Commercial General Liability Location Schedule	SCHEDULE L 01 80

This list of forms is not part of the actual policy, but is for your information only.
Please refer to the policy(s) for actual limits, coverages and exclusions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
 2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY
ENDORSEMENT FOR PUBLIC ENTITIES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

A. Section II – WHO IS AN INSURED is amended to include:

4. Any public entity as an additional insured, and the officers, officials, employees, agents and/or volunteers of that public entity, as applicable, who may be named in the Schedule above, when you have agreed in a written contract or written agreement presently in effect or becoming effective during the term of this policy, that such public entity and/or its officers, officials, employees, agents and/or volunteers be added as an additional insured(s) on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
- a. Your negligent acts or omissions; or
 - b. The negligent acts or omissions of those acting on your behalf;

in the performance of your ongoing operations.

No such public entity or individual is an additional insured for liability arising out of the sole negligence by that public entity or its designated individuals. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

B. Section III – LIMITS OF INSURANCE is amended to include:

8. The limits of insurance applicable to the public entity and applicable individuals identified as an additional insured(s) pursuant to Provision A.4. above, are those specified in the written contract between you and that public entity, or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

C. With respect to the insurance provided to the additional insured(s), Condition 4. Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced by the following:

4. Other Insurance

a. Primary Insurance

This insurance is primary if you have agreed in a written contract or written agreement:

- (1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in c. below; or

- (2) The coverage afforded by this insurance is primary and non-contributory with the additional insured(s)' own insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured(s) has been added as an additional insured or to other insurance described in paragraph **b.** below.

b. Excess Insurance

This insurance is excess over:

1. Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is fire, lightning, or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE.**
 - (e) Any other insurance available to an additional insured(s) under this Endorsement covering liability for damages which are subject to this endorsement and for which the additional insured(s) has been added as an additional insured by that other insurance.
- (1) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the additional insured(s) against any "suit" if any other insurer has a duty to defend the additional insured(s) against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured(s)' rights against all those other insurers.
- (2) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (3) We will share the remaining loss, if any, with any other insurance that is not described in this **Excess Insurance** provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Methods of Sharing

If all of the other insurance available to the additional insured(s) permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any other the other insurance available to the additional insured(s) does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED PERSON
OR ORGANIZATION -
FOOD CONTRIBUTIONS OR CLIENT REFERRALS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy, in consideration of food contributions or client referrals you receive from them.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
 2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less. This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.	All insured premises and operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – MANAGERS OR
LESSORS OF PREMISES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designation Of Premises (Part Leased To You):	
Name Of Person(s) Or Organization(s) (Additional Insured): Any person or organization acting as a manager or lessor of a premises that you are required to name as an additional insured on this policy, under a written contract, lease or agreement currently in effect, or becoming effective during the term of this policy.	
Additional Premium:	Included
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you, and only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury", caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Any offense which constitutes "personal and advertising injury" which is committed after you cease to be a tenant in that premises; or
3. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

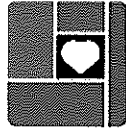
1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insured, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



**ALLIANCE OF
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INSURANCE**

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ASBESTOS EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This insurance does not apply to any claim, "suit" or cause of action for damages due to:

1. "Bodily injury", "property damage", or "personal and advertising injury" arising or contributed, in whole or in part, by the actual, alleged, threatened or suspected inhalation of, contact with, exposure to, existence of or presence of asbestos or asbestos containing materials.
2. Any loss, cost or expense arising out of any:
 - a. Request, demand or order that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of asbestos or asbestos-containing materials; or
 - b. Claim or suit by or on behalf of a governmental agency or entity for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of asbestos or asbestos containing materials.

We shall have no duty or obligation to provide or pay for the investigation or defense of any loss, cost, expense, claim or "suit" excluded under any provision set forth above.

Defense and Supplementary Payments shall not apply to any loss, cost, expense, claim or "suit" excluded under any provision set forth above.



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

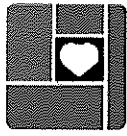
EXCLUSION - BLOOD TESTING

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SOCIAL SERVICES PROFESSIONAL LIABILITY COVERAGE FORM

This insurance does not apply to claims for damages arising out of:

1. Services in connection with the donating, drawing, or testing of blood, except for any evaluation, consultation or advice given by or on behalf of any insured in connection with such services;
2. Any error, omission, defect or deficiency in any such test performed;
3. The handling, transportation, distribution or storage of any blood product by any insured;
4. The liability of any insured for acts or omissions of any doctor of medicine, technician, phlebotomist, or nurse with respect to any activities listed in 1. through 3. above.
5. The liability of any insured for the negligent hiring or supervision of any employee, volunteer, independent contractor, or agent of the insured with respect to any activities listed in 1. through 3. above.



**ALLIANCE OF
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**PROPERTY DAMAGE TO PERSONAL PROPERTY IN THE CARE,
CUSTODY OR CONTROL OF THE INSURED**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

It is agreed that the following is added to COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Number 2. Exclusions., Letter j. "Property damage" to: Item (4):

- (a) This exclusion applies to "property damage" to personal property in the care, custody or control of the insured when the personal property is valued greater than \$25,000. This is excess over any other valid collectible insurance.
- (b) Defense costs arising from "property damage" to personal property in the care, custody or control of the insured are limited to \$25,000 per claim or suit.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – CHARITABLE INSTITUTIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

WHO IS AN INSURED (Section II) is amended to include as an insured:

1. Your members but only with respect to their liability for your activities or activities they perform on your behalf; and
2. Your trustees or members of the board of governors while acting within the scope of their duties as such on your behalf.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible; or
 - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
 - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
- (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;

- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:
- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.
- No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.
- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a.**, **b.** and **c.** of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
- (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
- provided that:
- (a) The accident takes place in the "coverage territory" and during the policy period;
 - (b) The expenses are incurred and reported to us within one year of the date of the accident; and
 - (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
- (1) First aid administered at the time of an accident;
 - (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
 - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
 - e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
 - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

- 2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
 - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
 - e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
 - f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II – WHO IS AN INSURED

- 1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;

- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or

- (d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by;
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by:
- you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

- c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage **C**;
- b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage **B**.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage **A**; and
 - b. Medical expenses under Coverage **C** because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and

- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.
- (b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;

- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;
5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.

- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b.** A sidetrack agreement;
- c.** Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e.** An elevator maintenance agreement;
- f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1)** That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a)** Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

- a.** After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b.** While it is in or on an aircraft, watercraft or "auto"; or
- c.** While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a.** Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b.** Vehicles maintained for use solely on or next to premises you own or rent;
- c.** Vehicles that travel on crawler treads;
- d.** Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1)** Power cranes, shovels, loaders, diggers or drills; or
 - (2)** Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e.** Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2)** Cherry pickers and similar devices used to raise or lower workers;
- f.** Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in your "advertisement"; or
 - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
 - (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions.
- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2) The providing of or failure to provide warnings or instructions.

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

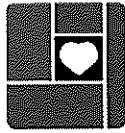
The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.



**ALLIANCE OF
NONPROFITS FOR
INSURANCE**

A Head for Insurance. A Heart for Nonprofits.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONSTRUCTION AND CONVERSION EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SOCIAL SERVICE PROFESSIONAL LIABILITY COVERAGE FORM

This insurance does not apply to "bodily injury", "property damage", "personal and advertising injury" or any claim for "damages" caused by or arising out of or in any way related to the following:

1. Any "construction" conducted by you or on your behalf; or,
2. "Your work" on any building or other structure which is deemed completed for which a claim relating to "construction" has been presented; or,
3. "Your work" which is completed and may need correction, replacement or repair.

For purposes of this endorsement, "your work" will be deemed completed at the earliest of the following times:

1. When all of the work called for in your contract has been completed.
2. When all of the work to be done at each specific job site has been completed if your contract calls for work at more than one job site.
3. When that part of the work done at the job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

For the purpose of this endorsement, "construction" is defined as all operations, including "your work" caused by, arising out of or in any way related to original construction, development, conversion, demolition, remodeling and all other changes, structural and non-structural, to any building or structure.

For purposes of this endorsement, "your work" is defined to mean work or operations performed by you or on your behalf and materials, parts or equipment furnished in connection with such work or operations. "Your work" is defined to include warranties or representation made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and the providing of or failure to provide warnings or instructions.

This exclusion does not apply to:

1. Service or maintenance of a building or structure which is owned by or leased to you; or,
2. "Construction", including "your work", that has not yet been completed or has not otherwise been abandoned.



A Head for Insurance. A Heart for Nonprofits.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYEE PERSONAL AUTO REIMBURSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

We agree to pay the lesser of the personal auto insurance comprehensive deductible, or the actual cost of repair in the absence of personal auto insurance comprehensive coverage, up to \$1,000 to an employee or volunteer of the Insured if the personal auto of the employee or volunteer is damaged by a client of the Insured. The most we will pay during a policy term is limited to \$3,000.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

This insurance does not apply to:

"Bodily injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to:

"Personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – UNMANNED AIRCRAFT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Exclusion 2.g. Aircraft, Auto Or Watercraft** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

g. Aircraft, Auto Or Watercraft

(1) Unmanned Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This Paragraph **g.(1)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

(2) Aircraft (Other Than Unmanned Aircraft), Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This Paragraph **g.(2)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This Paragraph **g.(2)** does not apply to:

- (a)** A watercraft while ashore on premises you own or rent;
- (b)** A watercraft you do not own that is:
 - (i)** Less than 26 feet long; and
 - (ii)** Not being used to carry persons or property for a charge;
- (c)** Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (d)** Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(e) "Bodily injury" or "property damage" arising out of:

(i) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(ii) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

B. The following exclusion is added to Paragraph 2. Exclusions of Coverage B – Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

Unmanned Aircraft

"Personal and advertising injury" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the offense which caused the "personal and advertising injury" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

This exclusion does not apply to:

- a. The use of another's advertising idea in your "advertisement"; or
- b. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

C. The following definition is added to the Definitions section:

"Unmanned aircraft" means an aircraft that is not:

- 1. Designed;
- 2. Manufactured; or
- 3. Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

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EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
EMPLOYEE BENEFITS LIABILITY COVERAGE
IMPROPER SEXUAL CONDUCT AND PHYSICAL ABUSE LIABILITY COVERAGE PART
DIRECTORS AND OFFICERS LIABILITY POLICY

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism".

B. The following definitions are added:

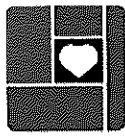
1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.

2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.



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FIREARMS SUBLIMIT ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SECTION I - COVERAGES

COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY

2. Exclusions, is amended to include:

r. Firearms

"Bodily injury" or "property damage" for damages in excess of \$1,000,000, which are caused by, arises out of, or in any way related to:

- (a) The use of or failure to use any "firearm" by, at the instruction of, at the direction of, or arising out of any act or omission by you, any insured, or contractor, subcontractor or independent contractor for whom you or any insured is legally responsible;
- (b) The negligent employment, investigation, hiring, supervision, training or retention by you, any insured, or any contractor, subcontractor or independent contractor for whom you or any insured is legally responsible, with respect to the use of or failure to use any "firearm"; or
- (c) The rendering of, or failure to render care necessitated by anyone injured by the use of or failure to use any "firearm" by you, any insured or by any contractor, subcontractor or independent contractor for whom you or any insured is legally responsible.

This exclusion applies to any liability for payment for damages, defense costs and fees including any payments made pursuant to SUPPLEMENTARY PAYMENTS COVERAGES A AND B within this Coverage Form. Any payment made pursuant to this FIREARMS SUBLIMIT ENDORSEMENT will decrease the General Aggregate Limit included within the Commercial General Liability Coverage Form to which this endorsement is attached.

- (1) For the purpose of this endorsement, "firearm" means any gun including but not limited to handguns, rifles, shotguns, tasers, stun guns or projectile weapons which use bullets or shoot projectiles.



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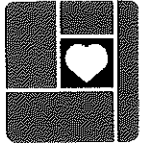
FIREWORKS EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This insurance does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of the use, handling, distribution or sale of fireworks or any similar explosive device or material, including but not limited to a cherry bomb, firecracker, flare, rocket, skyrocket, sparklers and/or squib.

We shall not be obligated to investigate on behalf of an "insured" or to defend or indemnify an "insured" or any person or entity claiming any right under the policy for the matters excluded in this endorsement. Defense and Supplementary Payments shall not apply to any loss, cost, expense, claim or "suit" excluded under any provision set forth above.



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FISCAL SPONSOR LIMITATION OF COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
BUSINESS AUTO COVERAGE FORM

This insurance does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of an Insured's status as a "fiscal sponsor" until:

- a. The first Named Insured enters into a "fiscal sponsor agreement" arising out of or in connection with the First Named Insured's status as a "fiscal sponsor" for that person, entity or organization; and
- b. The first Named Insured provides any underwriting information and pays any additional premium required by us.

This insurance does not apply to "bodily injury" or "property damage" that occurs before the first Named Insured enters into the "fiscal sponsor agreement" which is subject of the claim, loss, damage or expense or because of an offense that constitutes "personal and advertising injury" that is committed before the first Named Insured enters into the "fiscal sponsor agreement" which is the subject of the claim, loss, damage or expense.

If there is other insurance available to any party pursuant to a "fiscal sponsor agreement" for "bodily injury," "property damage," or "personal and advertising injury" which are covered by this endorsement, including but not limited to a duty to defend the first Named Insured by that other insurance, the coverage provided by this endorsement is excess to that other insurance.

"Fiscal sponsor" is defined to mean the first Named Insured's status as the entity or organization which offers its legal and tax-exempt status to another person, entity or organization pursuant to a "fiscal sponsor agreement"; who participates in the operations of that person, entity or organization by receiving assets and incurring liabilities for the mutual benefit of pursuing charitable goals; and in consideration for the benefit of that person, entity or organization has assumed responsibility to manage programs, events, revenue, grants, contributions, contracts and/or insurance programs.

"Fiscal sponsor agreement" is defined as a written contract or agreement by the first Named Insured with a person, entity and/or organization in which the first Named Insured agrees to serve as a "fiscal sponsor" for such person, entity or organization.

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FLORIDA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph 2. of the Cancellation Common Policy Condition is replaced by the following:

2. Cancellation Of Policies In Effect

a. For 90 Days Or Less

If this policy has been in effect for 90 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (2) 20 days before the effective date of cancellation if we cancel for any other reason, except we may cancel immediately if there has been:
 - (a) A material misstatement or misrepresentation; or
 - (b) A failure to comply with the underwriting requirements established by the insurer.

b. For More Than 90 Days

If this policy has been in effect for more than 90 days, we may cancel this policy only for one or more of the following reasons:

- (1) Nonpayment of premium;

- (2) The policy was obtained by a material misstatement;
- (3) Failure to comply with underwriting requirements established by the insurer within 90 days of the effective date of coverage;
- (4) A substantial change in the risk covered by the policy; or
- (5) The cancellation is for all insureds under such policies for a given class of insureds.

If we cancel this policy for any of these reasons, we will mail or deliver to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

- (a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (b) 45 days before the effective date of cancellation if we cancel for any of the other reasons stated in Paragraph 2.b.

B. Paragraph 3. of the Cancellation Common Policy Condition is replaced by the following:

3. We will mail or deliver our notice to the first Named Insured at the last mailing address known to us.

C. Paragraph 5. of the Cancellation Common Policy Condition is replaced by the following:

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will mail the refund within 15 working days after the date cancellation takes effect, unless this is an audit policy.

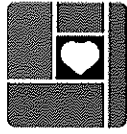
If this is an audit policy, then, subject to your full cooperation with us or our agent in securing the necessary data for audit, we will return any premium refund due within 90 days of the date cancellation takes effect. If our audit is not completed within this time limitation, then we shall accept your own audit, and any premium refund due shall be mailed within 10 working days of receipt of your audit.

The cancellation will be effective even if we have not made or offered a refund.

- D. The following is added and supersedes any other provision to the contrary:

Nonrenewal

1. If we decide not to renew this policy, we will mail or deliver to the first Named Insured written notice of nonrenewal, accompanied by the reason for nonrenewal, at least 45 days prior to the expiration of this policy.
2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured at the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.



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**FUNDRAISER AND EVENT
ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance applies to those sums that an insured becomes legally obligated to pay as damages because of "bodily injury", "property damage", or "personal and advertising injury" arising out of a "fundraiser" or "event". Except for a "fundraiser" or "event" that is specifically scheduled on the policy, this insurance does not apply to liability arising out of a "fundraiser" or "event" which involves, directly or indirectly, any of the following:

- Any "fundraiser" or "event" with more than 500 people present at any one time
- Animals (including, but not limited to, animals involved in rodeos, petting zoos, animal exhibitions)
- Athletic activities or contests, not including golf or bowling
- Carnivals, circuses, fairs, festivals, parades
- Powered Rides or Amusement attractions (including, but not limited to, climbing walls, slides, mechanical bulls, bungee jumps)
- Firearms or weapons
- Water events (including, but not limited to, activities involving swimming pools, lakes, rivers or other bodies of water)
- Trampolines, bounce houses, rebounding equipment, inflatable amusement or sports devices, moon walks, or inflatable wrestling or combatant suits.

"Fundraiser" is any event sponsored or co-sponsored by "you" with the primary purpose of raising monetary contributions.

"Event" is any activity sponsored or co-sponsored by "you" apart from your regular scope of operations

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**EXCLUSION – SERVICES FURNISHED BY
HEALTH CARE PROVIDERS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description Of Operations:

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

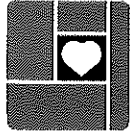
The following exclusion is added to Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph 2. **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

With respect to any operation shown in the Schedule, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

1. The rendering of or failure to render:
 - a. Medical, surgical, dental, X-ray or nursing service, treatment, advice or instruction, or the related furnishing of food or beverages;
 - b. Any health or therapeutic service, treatment, advice or instruction; or
 - c. Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;

2. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances; or
3. The handling or treatment of dead bodies, including autopsies, organ donation or other procedures.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved that which is described in Paragraph 1., 2. or 3.



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**IMPROPER SEXUAL CONDUCT AND
PHYSICAL ABUSE EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The insurance provided by this policy affords NO COVERAGE with respect to any claim, suit or cause of action which arises from, or is in any way related to liability arising out of:

- A. Any form of improper sexual conduct, including but not limited to any actual, alleged, attempted, proposed or threatened sexual abuse, sexual molestation, sexual harassment, sexual assault, sexual battery, sexual exploitation, erotic physical contact or sexual injury by anyone to any person;
- B. Any form of physical abuse, including but not limited to assault, including assault with a deadly weapon or with force likely to produce bodily harm, battery or unreasonable physical restraint or constraint by anyone to any person. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property;
- C. The employment, investigation, supervision or retention of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by (A) or (B) above;
- D. The failure to report an incident of any form of improper sexual conduct or physical abuse to the proper authorities, or the withholding of pertinent information concerning the same from such authorities; or
- E. The failure to provide professional services to any person or the neglect of the therapeutic needs of any person because of improper sexual conduct or physical abuse following any form of improper sexual conduct or physical abuse for which an insured could be legally liable.

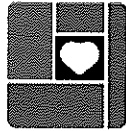
This exclusion shall apply regardless of the legal form ANY claim or complaint may take, and shall apply to each and every cause of action and allegation contained in a claim or complaint, if ANY cause of action or allegation in that claim or complaint, in ANY manner, sets forth an allegation of ANY form of improper sexual conduct or physical abuse. For example, if a claim is made or a complaint is filed against an individual or entity referred to in paragraph A or B above, there is NO COVERAGE for ANY individual or entity under the policy, regardless of ANY other coverage provisions that might otherwise apply.

BINDING ARBITRATION CLAUSE

Notwithstanding any other term set forth herein, the parties hereby agree that any dispute which arises from the application of this exclusion shall be resolved through binding arbitration. The parties acknowledge that by agreeing to binding arbitration they are waiving the right to a jury trial. Binding arbitration shall take place in San Francisco, unless otherwise agreed upon and shall be conducted by a single neutral arbitrator selected by the American Arbitration Association, pursuant to its rules. The arbitrator shall apply the law of the state or the District where the policy to which this exclusion is attached, and is issued. The cost of the arbitration shall be shared equally by the participants.

COVERAGE AVAILABLE (OPTIONAL) IMPROPER SEXUAL CONDUCT AND PHYSICAL ABUSE LIABILITY COVERAGE

Coverage for improper sexual conduct and physical abuse liability may be purchased as an optional coverage. This optional improper sexual conduct and physical abuse liability coverage is provided only by the Improper Sexual Conduct and Physical Abuse Liability Coverage Form. Such coverage is provided only if it is shown in the Declarations page to this policy, the additional premium indicated has been paid, and the Improper Sexual Conduct and Physical Abuse Liability Coverage Form has been issued by us.



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EXCLUSION - LIABILITY ARISING OUT OF LEAD

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This insurance does not apply to:

1. "bodily injury", "property damage" or "personal and advertising injury" arising out of, resulting from, or in any way caused by or related to the actual, alleged or threatened ingestion, inhalation, absorption, or exposure to lead in any form from any source; or
2. any loss, expense, liability or other type of obligation arising out of or resulting from, or in any way related to any:
 - a. claim, suit, request, demand, directive, or order by or on behalf of any person, entity, or governmental authority that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to, or assess the effects of lead in any form from any source, or to any
 - b. claim or suit by or on behalf of any person, entity, or governmental authority for damages or any other relief or remedy because of testing for, monitoring, cleaning up, removing, containing, treating or detoxifying or neutralizing, or in any way responding to, or assessing the effects of lead in any form.

We shall not be obligated to investigate on behalf of an "insured" or to defend or indemnify an "insured" or any person or entity claiming any right under the policy for the matters excluded in this endorsement. Defense and Supplementary Payments shall not apply to any loss, cost, expense, claim or "suit" excluded under any provision set forth above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT - AUTOMATIC STATUS WHEN REQUIRED IN LEASE AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

B. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



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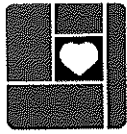
LIBERALIZATION

This endorsement modifies insurance provided under the following:

LIQUOR LIABILITY COVERAGE FORM

The following is added to the conditions section:

If we revise this coverage form or its endorsements during this policy period to provide more coverage without an additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective.



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LIBERALIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SOCIAL SERVICE PROFESSIONAL LIABILITY COVERAGE FORM
EMPLOYEE BENEFITS LIABILITY ENDORSEMENT

The following is added to the conditions section:

If we revise this coverage form or its endorsements during this policy period to provide more coverage without an additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective.

LIQUOR LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – LIQUOR LIABILITY COVERAGE

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "injury" to which this insurance applies if liability for such "injury" is imposed on the insured by reason of the selling, serving or furnishing of any alcoholic beverage. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "injury" to which this insurance does not apply. We may, at our discretion, investigate any "injury" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to "injury" only if:
- (1) The "injury" occurs during the policy period in the "coverage territory"; and

- (2) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "injury" or claim, knew that the "injury" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "injury" occurred, then any continuation, change or resumption of such "injury" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Injury" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "injury" or claim, includes any continuation, change or resumption of that "injury" after the end of the policy period.
- d. "Injury" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "injury" or claim:
- (1) Reports all, or any part, of the "injury" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the "injury"; or
 - (3) Becomes aware by any other means that "injury" has occurred or has begun to occur.

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Injury" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

c. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "injury".

d. Liquor License Not In Effect

"Injury" arising out of any alcoholic beverage sold, served or furnished while any required license is not in effect.

e. Your Product

"Injury" arising out of "your product". This exclusion does not apply to "injury" for which the insured or the insured's indemnitees may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

f. Other Insurance

Any "injury" with respect to which other insurance is afforded, or would be afforded but for the exhaustion of the limits of insurance.

This exclusion does not apply if the other insurance responds to liability for "injury" imposed on the insured by reason of the selling, serving or furnishing of any alcoholic beverage.

g. War

"Injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

SUPPLEMENTARY PAYMENTS

We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- 1. All expenses we incur.
- 2. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- 3. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- 4. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- 5. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- 6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
- 7. Expenses incurred by the insured for first aid administered to others at the time of an event to which this insurance applies.

These payments will not reduce the limits of insurance.

SECTION II – WHO IS AN INSURED

- 1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
- a. Your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" is an insured for:

(1) "Injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of Paragraph (a) above; or
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (a) or (b) above.

(2) "Property damage" to property:

- (a) Owned or occupied by; or
 - (b) Rented or loaned; to that "employee", any of your other "employees", by any of your partners or members (if you are a partnership or joint venture), or by any of your members (if you are a limited liability company).
- b. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.

- c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

- 3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
- b. Coverage does not apply to "injury" that occurred before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

- 1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
- 2. The Aggregate Limit is the most we will pay for all "injury" as the result of the selling, serving or furnishing of alcoholic beverages.
- 3. Subject to the Aggregate Limit, the Each Common Cause Limit is the most we will pay for all "injury" sustained by one or more persons or organizations as the result of the selling, serving or furnishing of any alcoholic beverage to any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – LIQUOR LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Injury, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "injury" which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "injury" took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any "injury".
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "injury" to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary. Our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **b.** below.

b. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

- 1. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
- 2. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the "injury" occurs in the course of travel or transportation between any places included in Paragraph a. above; or

- c. All other parts of the world if the "injury" arises out of:

- (1) Goods or products made or sold by you in the territory described in Paragraph a. above; or
- (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.

- 3. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- 4. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
- 5. "Injury" means damages because of "bodily injury" and "property damage", including damages for care, loss of services or loss of support.
- 6. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- 7. "Property damage" means:
 - a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the occurrence that caused it.
- 8. "Suit" means a civil proceeding in which damages because of "injury" to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- 9. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

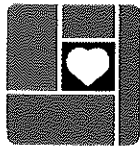
10. "Your product":

a. Means:

- (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a)** You;
 - (b)** Others trading under your name; or
 - (c)** A person or organization whose business or assets you have acquired; and
- (2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2)** The providing of or failure to provide warnings or instructions.
- c.** Does not include vending machines or other property rented to or located for the use of others but not sold.



**ALLIANCE OF
NONPROFITS FOR
INSURANCE**

A Head for Insurance. A Heart for Nonprofits.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

MEMBER CRITERIA

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

LIQUOR LIABILITY COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

SOCIAL SERVICE PROFESSIONAL LIABILITY COVERAGE FORM

IMPROPER SEXUAL CONDUCT AND PHYSICAL ABUSE LIABILITY COVERAGE FORM

A named insured of the Alliance of Nonprofits for Insurance (ANI) must meet at least the following criteria:

1. is organized chiefly to provide charitable, religious, educational, or scientific services, but does not include a hospital;
2. is an organization described in section 501(c)(3) of the Internal Revenue Code and exempt from tax under section 501(a), or any corresponding sections of any future federal tax code. Any member which receives a final determination that it no longer qualifies as an organization described in section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future tax code, shall immediately notify the corporation of such determination and the effective date of such determination.



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MENTAL ANGUISH ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION V – DEFINITIONS, Paragraph 3 is replaced with the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death or mental anguish resulting from any of these.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**MOLD, FUNGUS OR MICROBIAL
CONTAMINATION EXCLUSION**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
EMPLOYEE BENEFITS LIABILITY ENDORSEMENT
IMPROPER SEXUAL CONDUCT AND PHYSICAL ABUSE LIABILITY COVERAGE PART

It is agreed that this policy does not apply to any claim, suit or cause of action for "damages" due to:

1. "Bodily injury," "property damage," or "personal and advertising injury" arising out of or contributed to by mold, fungus or "microbial contamination";
2. Any loss, cost or expense arising out of any:
 - a. Request, demand or order that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of mold, fungus or "microbial contamination"; or
 - b. Claim or suit by or on behalf of a governmental agency or entity for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of mold, fungus or "microbial contamination."

We shall have no duty or obligation to provide or pay for the investigation or defense of any loss, cost, expense, claim, or suit excluded under any provision set forth above.

Defense and Supplementary Payments shall not apply to any loss, cost, expense, claim or suit excluded under any provisions set forth above.

"Microbial contamination" means any contamination, either airborne or surface, which arises out of or is related to the presence of mold, fungus, or spores, including, without limitation, Penicillium, Aspergillus, or Stachybotrys chartarum.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MORTGAGEE, ASSIGNEE OR RECEIVER

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person(s) Or Organization(s)	Designation Of Premises
Any person or organization acting as mortgagee, assignee, or receiver with respect to locations scheduled on the policy.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you and shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

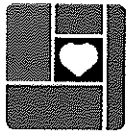
B. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



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NUCLEAR, CHEMICAL AND BIOLOGICAL HAZARD EXCLUSION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM
EMPLOYEE BENEFITS LIABILITY COVERAGE
IMPROPER SEXUAL CONDUCT AND PHYSICAL ABUSE LIABILITY COVERAGE FORM

This insurance does not apply to any liability, loss, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with the use or release, or threat thereof, of any nuclear weapon or device or chemical or biological agent, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NONPROFITS' OWN ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

I. SCHEDULE OF ADDITIONAL COVERAGES, BENEFITS AND LIMITS

The following is a summary of additional coverages and limits provided by this endorsement. If two or more Additional Coverages identified within this endorsement apply to a claim, loss and/or suit, the Additional Coverage with the greatest limit shall be the sole and only Additional Coverage provided by us applicable to the claim, loss and/or suit.

<u>Coverage</u>	<u>Limit</u>	<u>Page</u>
Abuse of Process	Included	2
Cyber Breach Management and Reward Expense	\$25,000	2
Cyber Extortion	\$50,000	2
Damage to Property of Others	\$5,000 Occurrence / \$25,000 Aggregate	2
Electronic Data and Protected Health Information	\$50,000	2
Executive Recruitment Expense	\$50,000	3
Identity Theft Expense	\$30,000	3
Kidnap Expense	\$50,000	3
Network Security Reimbursement	\$10,000	3
Newly Formed Entities - until end of policy period	N/A	4
Non-owned Watercraft (up to 75 feet)	N/A	4
Security Event Costs and Expenses	\$50,000	4
Subpoena Response Expense	\$10,000	4
Terrorism Travel Reimbursement	\$30,000	4
Unsatisfied Contributions	\$25,000	4
Workplace Violence / Crisis Incident / Outside Aggressor	\$100,000	5
<u>Benefit</u>	<u>Limit</u>	<u>Page</u>
Supplementary Payments – Bail Bonds	\$5,000	5
Supplementary Payments – Investigation or Defense	\$1,000 / per day	5

II. ADDITIONAL COVERAGES

Abuse of Process

Section V – Definitions, Paragraph 14.b. is replaced by the following:

- b. Malicious prosecution or abuse of process;

Cyber Breach Management and Reward Expenses

We will reimburse you for all reasonable costs and expenses you incur, with our prior written consent, for "Cyber breach management" due to a "Cyber security event", if that "Cyber security event" takes place during the policy period.

We will reimburse you for all reasonable costs and expenses you incur, with our prior written consent, for payment of a "reward".

Our maximum aggregate limit of liability for all "Cyber breach management" and "reward" costs and expenses covered by this policy shall be \$25,000.

Cyber Extortion

We will reimburse you for reasonable costs and expenses you incur, with our prior written consent, because of a threat or threats, during the policy period, that include an actual extortion demand related to your computer system.

Our maximum aggregate limit of liability for all costs and expenses due to extortion covered by this policy shall be \$50,000.

Damage to Property of Others

1. We will pay:
 - a. For damage to property of others when such damage is the result of an act committed by your "client" and the property damaged is owned by someone other than you or any of your "clients", employees or volunteers; or
 - b. Those sums for which you are legally obligated to pay for damage to property which is rented or occupied by you, including any costs or expenses incurred by you or any other person, organization or entity for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, which is not the result of an act committed by your "client".
2. Our maximum limit for all damage to property of others and/or damage to property which is rented or occupied by you is \$5,000 for any one act, error or omission, or a series of related acts, errors or omissions, subject to an annual aggregate limit of \$25,000.
3. If two or more coverage parts, forms or policies written by us apply to a property damage claim, the coverage part, form, or policy provided by us with the highest limit applicable to that property damage shall be the sole coverage provided by us applicable to that property damage.
4. If other coverage not written by us applies to a claim for damage to property to which this endorsement applies, you agree:
 - a. to transfer to the extent of payment made pursuant to the coverage provided by this endorsement, any rights to that other coverage to us;

- b. to do nothing to impair those rights or the transfer of those rights to us; and
- c. to cooperate with us in the pursuit and enforcement of those rights.

Any claim for property damage which arises out of an act, error or omission, or a series of related acts, errors or omissions which commences in one policy year and continues and/or results in additional property damage in a subsequent policy year, will be construed as though the property damage was sustained or incurred solely in the policy year in which the damage first commenced.

Electronic Data and Protected Health Information

We will pay those sums that the insured becomes legally obligated to pay as damages because of the loss of "Electronic data" or disclosure of "Protected health information". The loss of "Electronic data" must be caused by a negligent act, error or omission or a series of causally related negligent acts or errors or omissions which take place during the time that this policy is in effect.

All damages which arise out of an offense which constitutes a disclosure, loss or use of "Protected health information" or a series of continuous or interrelated disclosures, losses or uses of "Protected health information" will be considered as arising out of one disclosure, loss or use of "Protected health information" which shall be deemed to be an offense committed on the date of the first such disclosure, loss or use of "Protected health information" or violation of privacy rights through the disclosure, loss or use of "Protected health information", which disclosure, loss, use or violation must take place during the time that this policy is in effect.

The most we will pay for the sum of all damages and expenses under this policy because of "Loss of electronic data" and/or the disclosure, loss or use of "Protected health information" shall be an annual aggregate limit of \$50,000.

Executive Recruitment Expense

We will reimburse necessary and reasonable extra expense incurred to recruit a person to replace the Chief Executive Officer or Executive Director of the "Organization" if the Chief Executive Officer or the Executive Director dies by accident during the policy period. Such extra expense includes amounts paid by the "Organization" for advertising, travel reimbursement, legal costs and executive search firm consulting fees. This additional coverage is subject to an annual aggregate of \$50,000, which is the most we will pay for the sum of all recruitment expense claims under this policy.

Identity Theft Expense

We will reimburse any natural person who qualifies as a current "Member", for necessary and reasonable "Identity theft expense" due to an "Identity theft" first discovered by the "Member" during the policy period, reported to us within 60 days after discovery, and if the "Identity theft" occurred while the "Member" was acting within the scope of employment for the "Organization". This additional coverage is subject to an annual aggregate of \$30,000, which is the most we will pay for the sum of all "Identity theft expense" claims under this policy.

Kidnap Expense

We will reimburse necessary and reasonable expenses incurred by the "Organization" resulting directly from the kidnapping of a "Member" or a "Relative" during the policy period. This additional coverage is subject to an annual aggregate of \$50,000, which is the most we will pay for the sum of all kidnap expense claims under this policy.

Necessary and reasonable kidnap expenses include:

1. Fees and costs of independent negotiators;
2. Travel costs and accommodations incurred by a "Member" or a "Relative";
3. Salary paid by the "Organization" to a "Member" who is kidnapped, from the date of abduction to the earliest of:
 - a. Up to 30 days after release if the kidnapped "Member" has not yet returned to work;
 - b. Discovery of the kidnapped "Member's" death;
 - c. 120 days after the last credible evidence following abduction that the kidnapped "Member" is still alive; or
 - d. 60 months after the Member's" abduction.
4. Interest costs for any loan from a financial institution taken by the "Organization" to pay a ransom demand;
5. Reward money paid by the "Organization" to an informant, other than a "Member" or a "Relative," that leads to the arrest and conviction of parties responsible for loss under this additional coverage.

Network Security Reimbursement

We will reimburse you up to \$10,000 for reasonable costs and expenses you have incurred, with our prior written consent and subject to verification, for payment of an insurance deductible and/or self-insured retention for insurance issued to you as the named insured by an entity other than us, which insurance has been paid to you or on your behalf for a loss sustained during the time that this endorsement is in effect or a claim for damage sustained during the time that this endorsement is in effect, which loss or damage results from the unauthorized access to, disclosure from or interference with your computer system, including the failure by you to prevent such unauthorized access, disclosure or interference.

Newly Formed Entities

Section II – Who is an Insured, Paragraph 3. a. is replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.

Non-owned Watercraft

COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2.g. Exclusions, Aircraft, Auto, or Watercraft Subparagraph (2) (a) is replaced by the following:

- (a) Less than 75 feet long; and

Security Event Costs and Expenses

We will reimburse you for reasonable costs and expenses you incur, with our prior written consent, for notification of a "Security event" to third parties in compliance with governmental or judicial requirements, or for credit protection services furnished to third parties whose private information may have been disclosed.

Our maximum aggregate limit of liability for all "Security event" costs and expenses covered by this policy shall be \$50,000.

Subpoena Response Expense

We will reimburse an Insured for expenses incurred in responding to a subpoena which the Insured first receives during the term of this policy and has reported in writing to us prior to the incurring of the expenses. The maximum amount reimbursable under this coverage, regardless of the number of subpoenas or number of insureds receiving subpoenas is \$10,000 per policy period.

Terrorism Travel Reimbursement

We will reimburse any current "Member" for necessary and reasonable "Extraordinary travel expense" incurred because of a "Certified Act of Terrorism" during the policy period. This additional coverage is subject to an annual aggregate of \$30,000, which is the most we will pay for the sum of all "Extraordinary travel expense" claims under this policy.

Unsatisfied Contributions

We will pay, with respect to an "Unsatisfied contribution", the unpaid balance of a prior written pledge to contribute, up to an annual aggregate amount of \$25,000 for all such claims.

This Additional Coverage does not apply to:

1. An "Unsatisfied contribution" from a donor who filed for, or who was in, bankruptcy before you received the donor's written pledge to contribute;
2. Any amount in excess of the fair market value of an "Unsatisfied contribution" of goods, services or property;
3. An "Unsatisfied contribution" where either the donor or you believed at the time of the written pledge that the donor would not be able to contribute the full amount pledged;
4. An "Unsatisfied contribution" arising out of a written pledge made prior to the policy period;
5. An "Unsatisfied contribution" first known to you after the policy period.

Workplace Violence / Crisis Incident / Outside Aggressor

We will pay with respect to a "Workplace violence incident", "Crisis incident", or "Outside aggressor incident" (collectively referred to herein as the incident) during the policy period and with our prior written consent the following:

1. all reasonable expenses you incur for psychological counseling of your "employee(s)" during the six months following the incident, subject to Exclusion 2.d of Section I, Coverage A within the Commercial General Liability Coverage Form to which this endorsement is attached regarding Workers' Compensation and similar laws;
2. reimbursement for the cost of the physical damage to or loss of use of personal property used in your business caused by the incident;
3. public relations consultant costs incurred by you within 90 days of the incident;
4. recruitment costs to replace your employee(s) who were physically present during the incident and are unable to continue working as a result of the incident where such costs are incurred within 90 days of the incident;

5. reimbursement of security costs or measures incurred by you within 30 days of the incident; and
6. reimbursement of funeral costs of up to \$10,000 per "employee" as a result of the incident.

Our maximum aggregate limit for all costs and expenses included within the Workplace violence / Crisis incident / Outside aggressor coverage shall be \$100,000 per policy period. This coverage shall not be applicable to any cost and/or expense which is covered by any other coverage issued by us to the Named Insured of the policy to which this endorsement is attached.

III. SUPPLEMENTARY PAYMENTS

Bail Bonds

Supplementary Payments – Coverages A and B, Paragraph 1. b. is replaced by the following:

- b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

Investigation or Defense

Supplementary Payments – Coverages A and B, Paragraph 1. d. is replaced by the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

IV. COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY

For the purposes of the coverage provided by this endorsement the following Exclusion is added to Coverage B - Personal and Advertising Injury Liability:

2. Exclusions:

- q. Fines, Penalties and Damages

Fines, penalties, sanctions, punitive or exemplary damages, the multiplied portion of multiplied damages, non-pecuniary relief or any amount arising from matters deemed uninsurable under the law pursuant to which this policy shall be construed.

V. ADDITIONAL DEFINITIONS

"Certified Act of Terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act of 2002 or any extension or amendment of the Terrorism Risk Insurance Act of 2002 or any similar law.

"Client" means an individual or individuals enrolled or participating in a program, class, activity, and/or receiving services administered, managed, supervised or governed by you.

"Crisis incident" means a dangerous or unsafe event, such as the discharge of pollutants or politically inspired violence at your business premises or at an event sponsored by you, resulting in death or serious bodily injury to three or more persons, including a public announcement that a "Crisis incident" has occurred on your business premises or at an event sponsored by you.

"Cyber breach management" means hiring for a specified period of time following a "Cyber security event" such organizations as a law firm, an information security firm or a public relations firm, as well as preparation and placement of advertisements and public relations activities.

"Cyber security event" means:

1. An act, error or omission that results, during the policy period, in unauthorized access or unauthorized use of your computer system; or
2. Unauthorized or unexpected interference by anyone that restricts or prevents access, during the policy period, to a computer system by persons who are authorized to gain such access; or
3. Infection of your computer system, during the policy period, by corrupting or harmful computer code.

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

"Extraordinary travel expense" means necessary and reasonable hotel expense incurred within 48 hours of a "Certified Act of Terrorism" that caused a "Member's" commercial train trip or airline flight to be cancelled, as well as the increased amount necessarily and reasonably incurred by the "Member" due to rescheduling train or airline transportation that was cancelled as a result of a "Certified Act of Terrorism".

"Identity theft" means fraudulent use of the social security number or other method of identifying a current "Member", except the "Organization", and includes fraudulently using the personal identity of the "Member" to establish credit, secure loans, enter into contracts or commit crimes.

"Identity theft expense" means necessary and reasonable expense for:

1. Costs of re-filing applications for loans, grants or other credit instruments that are rejected solely as the result of an "Identity theft"; or
2. Costs of notarizing affidavits or other similar documents, long distance telephone calls and postage solely as a result of the "Member's" efforts to report an "Identity Theft" or amend or rectify records with respect to the "Member's" true name or identity as a result of an "Identity theft".

"Loss of electronic data" means:

1. Damage to, loss of, loss of use of, corruption of, inability to access or inability to manipulate "electronic data", and
2. "Identity theft".

"Member" means the "Organization" and any natural person who was, is, or becomes duly elected a director or trustee, or duly elected or appointed officer, employee, committee member, volunteer, intern or student in training of the "Organization", solely in his or her capacities as such. "Member" also means the spouse of a director, trustee, officer, employee, committee member, volunteer, intern or student in training for a claim arising solely out of his or her status as the spouse of a member.

"Organization" means the entity(ies) designated as the Named Insured in the declarations.

"Outside aggressor event" means an attack at or adjacent to your business premises by a person or group or persons, not your employee or employees, actively engaged in killing, attempting to kill or causing serious physical injury to a person or group of persons.

"Protected health information" means any information, whether oral or recorded in any form or medium:

1. That relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual;
2. That identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify that individual; and
3. as defined within the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. §1320d-1320d-8 ("HIPAA") and other similar federal, state or local laws or statutes.

"Relative" means the spouse, parent, child (including a ward or foster child) or legally recognized domestic partner of a "Member".

"Reward" means the reasonable amount that you pay a person for information regarding a "security event" or threatened or actual extortion covered by this policy; provided that the information is not otherwise available and leads to the arrest and conviction of a person responsible for the "security event" or extortion.

"Security event" means:

1. An act, error or omission that results, during the policy period, in unauthorized access or unauthorized use of your computer system; or
2. Unauthorized or unexpected interference by anyone that restricts or prevents access, during the policy period, to a computer system by persons who are authorized to gain such access; or
3. Infection of your computer system, during the policy period, by corrupting or harmful computer code.

"Unsatisfied contribution" means a contribution of money, goods, services or property, pledged to you in writing, that is not honored because of the donor's bankruptcy, reorganization, unemployment or incapacitation where such bankruptcy, reorganization, unemployment or incapacitation prevents the donor from fulfilling its terms of the contribution.

"Workplace violence incident" means any intentional threat or act of deadly force, including stalking and/or actual or attempted suicide, occurring on your premises and resulting in "bodily injury" to your employee(s), to your guest(s), or to your business invitee(s).

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

- (1)** With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2)** Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

- (1)** The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;
- (2)** The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3)** The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a)** Any "nuclear reactor";
- (b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

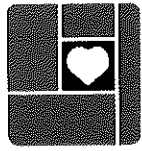
(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.



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OTHER INSURANCE – COVERAGE C

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Condition 4. Other Insurance is revised as follows. The first paragraph is deleted in its entirety and is replaced with:

"If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A, B, or C** of this Coverage Part, our obligations are limited as follows:"

Additionally, Part b. Excess Insurance is revised to include paragraph (1) as follows:

"(a) (v) Volunteer and Participant Accident Insurance."

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ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.	All insured premises and operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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PRODUCTS/COMPLETED OPERATIONS HAZARD REDEFINED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Description of Premises and Operations:

Any Premises and Operations of the Named Insured.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

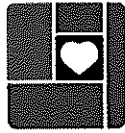
With respect to "bodily injury" or "property damage" arising out of "your products" manufactured, sold, handled or distributed:

1. On, from or in connection with the use of any premises described in the Schedule, or
2. In connection with the conduct of any operation described in the Schedule, when conducted by you or on your behalf,

Paragraph a. of the definition of "Products-completed operations hazard" in the DEFINITIONS Section is replaced by the following:

"Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" that arises out of "your products" if the "bodily injury" or "property damage" occurs after you have relinquished possession of those products.



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DESIGNATED PROFESSIONAL SERVICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Any and all "professional services" except to the extent that coverage is provided by the Social Service Professional Liability Coverage Form.

With respect to any "professional services" shown in the Schedule, this insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of an act, error or omission committed in the performance of "professional services" by you or by any other person for whose act, error or omission you are legally responsible.

"Professional services" is defined to mean conduct arising out of a vocation, calling, occupation or employment involving specialized knowledge, labor or skill, and the labor or skill involved is predominantly mental or intellectual, rather than physical or manual; including but not limited to acts, errors or omissions committed by individuals in their capacities as an acupuncturist, adoption services employee, aide, assisted-living provider, childcare worker, chiropractor, CNA, counselor, daycare provider, educator, home health aide, instructor, LPN, mentor, nurse assistant, nutritionist, optician, phlebotomist, psychiatrist, psychologist, RN, resident home care provider and supervisors, social worker, teacher, therapist, tutor or veterinarian.

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SILICA OR SILICA-RELATED DUST EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**
- 2. Exclusions**
- This insurance does not apply to:
- Silica Or Silica-Related Dust**
- "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
 - "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
 - Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.
- B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**
- 2. Exclusions**
- This insurance does not apply to:
- Silica Or Silica-Related Dust**
- "Personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
 - Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.
- C. The following definitions are added to the Definitions Section:**
- "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
 - "Silica-related dust" means a mixture or combination of silica and other dust or particles.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

Any state or political subdivision that issues a permit or authorization to the named insured.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

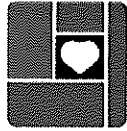
2. This insurance does not apply to:
 - a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



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**TRAMPOLINE, BOUNCE HOUSE, REBOUNDING
EQUIPMENT EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to "bodily injury" arising out of the use of trampolines or other rebounding equipment, or inflatable amusement or sports devices, including but not limited to: inflatable slides, bounce houses, moon walks, inflatable wrestling or combatant suits.

This exclusion applies unless coverage for a trampoline, bounce house, rebounding equipment, or inflatable amusement or sports device is scheduled on the policy.



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VOLUNTEER MEDICAL PAYMENTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Part 2, Exclusions, of COVERAGE C MEDICAL PAYMENTS is hereby amended to read:

2. Exclusions

- a. To any insured, except a volunteer worker while acting at your direction and within the scope of their duties as a volunteer for you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – VOLUNTEER WORKERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Section II – Who Is An Insured is amended to include as an insured any person(s) who are volunteer worker(s) for you, but only while acting at the direction of, and within the scope of their duties for you. However, none of these volunteer worker(s) are insureds for:

1. "Bodily injury" or "personal and advertising injury":
 - a. To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to your other volunteer worker(s) or to your "employees" arising out of and in the course of their duties for you;
 - b. To the spouse, child, parent, brother or sister of your volunteer worker(s) or your "employees" as a consequence of Paragraph 1.a. above;
 - c. For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs 1.a. or b. above; or
 - d. Arising out of his or her providing or failing to provide professional health care services.
2. "Property damage" to property:
 - a. Owned, occupied, or used by,
 - b. Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by
you, any of your other volunteer workers, your "employees", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SOCIAL SERVICE PROFESSIONAL LIABILITY COVERAGE FORM

SCHEDULE

Name of Person or Organization:

Where you are so required in a written contract or agreement currently in effect or becoming effective during the term of this policy, we waive any right of recovery we may have against that person or organization, who may be named in the schedule above, because of payments we make for injury or damage.



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www.insurancefornonprofits.org

BUSINESS AUTO COVERAGE PART DECLARATIONS

PRODUCER: The Cothron Group, Inc. (TCG)
1540 International Parkway, Suite 2000
Lake Mary, FL 32746

POLICY NUMBER: 2020-57095
RENEWAL OF NUMBER: 2019-57095

Item One: NAME OF INSURED AND MAILING ADDRESS:
Panhandle Animal Welfare Society, Inc. dba: Paws, Inc.
752 Lovejoy Rd.
Fort Walton Beach, FL 32548

POLICY PERIOD: FROM 11/15/2020 TO 11/15/2021
AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

BUSINESS DESCRIPTION: Animal humane society and adoption center

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE COVERAGE AS STATED IN THIS POLICY.

Item Two: SCHEDULE OF COVERAGES AND COVERED AUTOS.

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form next to the name of the coverage.

Table with 4 columns: COVERAGES, COVERED AUTOS, LIMIT, PREMIUM. Rows include LIABILITY CSL, PERSONAL INJURY PROTECTION, ADDED PERSONAL INJURY PROTECTION, HIRED AUTO, NONOWNED AUTO, AUTO MEDICAL PAYMENTS, UNINSURED MOTORIST, UNDERINSURED MOTORIST, PHYSICAL DAMAGE COMPREHENSIVE/ COLLISION, and ESTIMATED TOTAL PREMIUM \$16,908.

FORMS AND ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART AND MADE PART OF THIS POLICY AT THE TIME OF ISSUANCE:

- ANI-E007 01 19, ANI-RRG-A1 03 91, CA 00 01 10 13, CA 01 28 06 17, CA 02 67 06 17, CA 04 44 10 13, CA 20 54 10 13, CA 21 71 01 88, CA 21 72 10 09, CA 22 10 02 18, CA 99 03 10 13, CA 99 23 10 13, CA 99 33 10 13, CA 99 34 10 13, IL N 166 05 10, IL U 002 05 10

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

12/01/2020

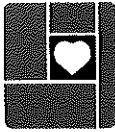
BY

Handwritten signature of Pamela C. R.

(AUTHORIZED REPRESENTATIVE)

"NOTICE : This Policy is issued by your risk retention group. Your risk retention group may not be subject to all the insurance laws and regulations of your State. State insurance insolvency guaranty funds are not available for your risk retention group."

ANI - RRG - AL



BUSINESS AUTO COVERAGE FORM

POLICY NUMBER: 2020-57095

SCHEDULE BA
Page 1

NAME INSURED: Panhandle Animal Welfare Society, Inc. dba: Paws, Inc.

Item Three: SCHEDULE OF COVERED AUTOS YOU OWN

COVERED AUTO NO.	DESCRIPTION		TERR.	STATE	CLASS CODE	DEDUCTIBLES apply only if coverage is provided as indicated below.	
	YEAR, MODEL, TRADE NAME, BODYTYPE, SERIAL NUMBER(S)	VIN				OTHER THAN COLLISION	COLLISION
1	2006 Chevrolet Express	1GCGG25V861145798	171	FL	01599	N/A	N/A
2	2011 Chevrolet Express	1GCWGFCA5B1108852	171	FL	01599	N/A	N/A
3	2012 GMC Savana	1GTW7FCA6C1123460	171	FL	01599	N/A	N/A
4	2015 Ford Transit Connect	NM0GE9E76F1210662	171	FL	01599	N/A	N/A
5	2015 Ford Transit Connect	NM0GE9E70F1209698	171	FL	01599	N/A	N/A
6	2016 Elite Trailers Trailer	5THBV1625GC003839	171	FL	67599	N/A	N/A
7	2003 Beet Trailer Invalid Vin	1B916SBC031277808	171	FL	67599	N/A	N/A
8	2014 Homemade Trailer invalid VIN (check digit failed);	10001771411111111	171	FL	69599	N/A	N/A
9	2003 K-Z Trailer	4EZTS22243S071842	171	FL	69599	N/A	N/A
10	2008 Chevrolet Express	1GCGG29C881231544	171	FL	01599	N/A	N/A
11	2001 Chevrolet Suburban	3GNFK16T01G205124	171	FL	6481	N/A	N/A
12	2002 Chevrolet Tahoe	1GNEK13V42J309522	171	FL	6481	N/A	N/A

Samuel C. D.

12/01/2020

(AUTHORIZED REPRESENTATIVE)

Date



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RISK RETENTION GROUP (ANI)

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BUSINESS AUTO COVERAGE FORM

POLICY NUMBER: 2020-57095

SCHEDULE BA
Page 2

NAME INSURED: Panhandle Animal Welfare Society, Inc. dba: Paws, Inc.

PREMIUMS: COVERAGE IS PROVIDED ONLY IF A PREMIUM CHARGE IS INDICATED.

COVERED AUTO NO.	NON- OWNED	HIRED	LIABILITY	PIP	MED PAY	UM/ UIM	PHYSICAL DAMAGE		ADDITIONAL INSURED / LOSS PAYEE: <small>Except for towing, all physical damage loss is payable to you and the Loss Payee named below as interest may appear at the time of loss. See attached Schedule At.</small>
							COLL.	COMP.	
1			1,401	21	11	460	N/A	N/A	1,067
2			1,401	21	11	460	N/A	N/A	1,067
3			1,401	21	11	460	N/A	N/A	1,067
4			1,401	21	11	460	N/A	N/A	1,067
5			1,401	21	11	460	N/A	N/A	1,067
6			179	21	11	0	N/A	N/A	1,135
7			179	21	11	0	N/A	N/A	1,135
8			0	21	11	0	N/A	N/A	1,135
9			0	21	11	0	N/A	N/A	1,135
10			1,401	21	11	460	N/A	N/A	1,067
11			1,694	215	38	460	N/A	N/A	4,609
12			1,694	215	38	460	N/A	N/A	4,609

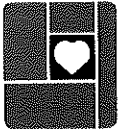
NO/H 200 50

Samuel C. D.

(AUTHORIZED REPRESENTATIVE)

12/01/2020

Date



**BUSINESS AUTO COVERAGE
ADDITIONAL INSURED EXTENSION**

POLICY NUMBER: 2020-57095

Schedule AI

Page 1

NAME OF INSURED: Panhandle Animal Welfare Society, Inc. dba: Paws, Inc.

ADDITIONAL INSUREDS

Additional Insured - NIAC A1
City of Fort Walton Beach
107 Miracle Strip Parkway SW
Fort Walton Beach, FL 32548
As respects vehicle(s): ALL

COUNTERSIGNED: 12/1/2020

BY

(AUTHORIZED REPRESENTATIVE)

"NOTICE : This Policy is issued by your risk retention group. Your risk retention group may not be subject to the insurance laws and regulations of your State. State insurance insolvency guaranty funds are not available for your risk retention group."

ANI - RRG - SCHEDULE AI

SUMMARY SCHEDULE OF AUTOS

ANI-RRG - Auto Liability Policy Number: 2020-57095

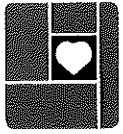
Page 1 of 1

NAE - Auto Physical Damage Policy Number: CWA0018330-02

Name of Insured: Panhandle Animal Welfare Society, Inc. dba: Paws, Inc.

ANI-RRG Vehicle #	NAE Vehicle #	DESCRIPTION	VIN
1		2006 Chevrolet	1GCGG25V861145798
2	1	2011 Chevrolet	1GCWGFCA5B1108852
3	2	2012 GMC	1GTW7FCA6C1123460
4	3	2015 Ford	NM0GE9E76F1210662
5	4	2015 Ford	NM0GE9E70F1209698
6	5	2016 Elite Trailers	5THBV1625GC003839
7	6	2003 Beet Trailer	1B916SBC031277808
8	7	2014 Homemade Trailer	10001771411111111
9	8	2003 K-Z	4EZTS22243S071842
10		2008 Chevrolet	1GCGG29C881231544
11		2001 Chevrolet	3GNFK16T01G205124
12		2002 Chevrolet	1GNEK13V42J309522

This schedule is not part of any policy. It is for your information only.
Please refer to the policy for the limits, coverages and exclusions that may apply to any vehicle.



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RISK RETENTION GROUP (ANI)**

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INDEX OF FORMS ATTACHED TO THE POLICY

POLICY NUMBER: 2020-57095

NAME OF INSURED: Panhandle Animal Welfare Society, Inc. dba: Paws, Inc.

Page 1

AUTO FORMS AND ENDORSEMENTS

FORM NUMBER/EDITION DATE

UM Waiver of Collision Deductible	ANI-E007 01 19
Additional Insured Endorsement (Business Auto Coverage only)	ANI-RRG-A1 03 91
Business Auto Coverage Form	CA 00 01 10 13
Florida Changes	CA 01 28 06 17
Florida Changes - Cancellation and Nonrenewal	CA 02 67 06 17
Waiver of Transfer of Rights of Recovery Against Others to us (Waiver of Subrogation)	CA 04 44 10 13
Employee Hired Autos	CA 20 54 10 13
Punitive Damages Exclusion	CA 21 71 01 88
Florida Uninsured Motorists Coverage - Nonstacked	CA 21 72 10 09
Florida Personal Injury Protection	CA 22 10 02 18
Auto Medical Payments Coverage	CA 99 03 10 13
Rental Reimbursement Coverage	CA 99 23 10 13
Employees as Insureds	CA 99 33 10 13
Social Service Agencies - Volunteers as Insureds	CA 99 34 10 13
Florida Notification of Availability of Uninsured Motorists Coverage	IL N 166 05 10
Florida Uninsured Motorists Cov Selection Of Lower Limits, Election Of Non-Stacked Cov, Rejection Of Cov	IL U 002 05 10

This list of forms is not part of the actual policy, but is for your information only.
Please refer to the policy(s) for actual limits, coverages and exclusions.

FLORIDA NOTIFICATION OF AVAILABILITY OF UNINSURED MOTORISTS COVERAGE

This document includes general descriptions of coverage. However, no coverage is provided by this document. You should read your policy and review your Declarations page(s) and/or Schedule(s) for complete information on the coverages you are provided.

Florida law requires us to notify you about options with respect to Uninsured Motorists Coverage. The following options are available with respect to Uninsured Motorists Coverage:

1. Uninsured Motorists Coverage at limits equal to your Bodily Injury Liability Coverage (split limits) or Combined Single Limit for Liability Coverage.
2. If your Bodily Injury Liability Coverage limits are higher than \$10,000/\$20,000 (split limits), or if your Combined Single Limit for Liability Coverage is at least \$30,000, you may select Uninsured Motorists Coverage limits that are lower than your Liability Coverage limits BUT you may not select Uninsured Motorists Coverage limits less than: (1) split limits of \$10,000 for each person, subject to \$20,000 for each accident with respect to bodily injury; or (2) a single limit of \$20,000 for each accident.
3. Non-stacked Or Stacked Uninsured Motorists Coverage Options If You Are An Individual

If your policy is a personal auto policy, or if your policy is a commercial auto policy and you are designated as an individual in the Declarations of such policy, you have the option to purchase non-stacked Uninsured Motorists Coverage or stacked Uninsured Motorists Coverage.

a. Non-stacked Option

Subject to the provisions of the policy, and except as provided in the following sentence, non-stacked Uninsured Motorists Coverage generally does not allow an insured to combine or stack one applicable Uninsured Motorists Coverage limit with other applicable Uninsured Motorists Coverage limit(s) for the same loss. However, if there is other applicable insurance available under one or more policies or provisions of coverage, any recovery for loss suffered by you or any family member residing with you while occupying a vehicle not owned by you or any such family member may not exceed the sum of:

- (1) The limit of liability for Uninsured Motorists Coverage applicable to the vehicle you or any such family member was occupying at the time of the accident; and
- (2) The highest limit of liability for Uninsured Motorists Coverage applicable to any one vehicle under any one policy affording coverage to you or any such family member.

b. Stacked Option

Subject to the provisions of the policy, stacked Uninsured Motorists Coverage generally allows an insured under a personal auto policy or you or a family member under a commercial auto policy to combine or stack one applicable Uninsured Motorists Coverage limit with other applicable Uninsured Motorists Coverage limit(s) for the same loss. For example, under stacked Uninsured Motorists Coverage, you or a family member may add together the Uninsured Motorists Coverage limits for each vehicle that has such coverage under your policy.

4. Non-stacked Uninsured Motorists Coverage If You Are Other Than An Individual

If your policy is a commercial auto policy and you are designated as other than an individual in the Declarations, your policy will include non-stacked Uninsured Motorists Coverage unless you reject Uninsured Motorists Coverage entirely.

5. Rejection Of Uninsured Motorists Coverage Entirely

You should contact us or your agent at the address below if you have any questions regarding the options listed above with respect to Uninsured Motorists Coverage. However, if you wish to change the coverage option(s) you previously selected, you must request any such change(s) in writing.

Company:
Address:
Producer:
Address:

FLORIDA UNINSURED MOTORISTS COVERAGE SELECTION OF LOWER LIMITS, ELECTION OF NON-STACKED COVERAGE, REJECTION OF COVERAGE – FOR USE ONLY WITH NEW BUSINESS

YOU ARE ELECTING NOT TO PURCHASE CERTAIN VALUABLE COVERAGE WHICH PROTECTS YOU AND YOUR FAMILY OR YOU ARE PURCHASING UNINSURED MOTORIST LIMITS LESS THAN YOUR BODILY INJURY LIABILITY LIMITS WHEN YOU SIGN THIS FORM. PLEASE READ CAREFULLY.

Policy Number:	Policy Effective Date:
Company:	Producer:
Applicant/Named Insured:	

Florida law permits you to make certain decisions regarding Uninsured Motorists Coverage provided under your policy. This document describes this coverage and various options available.

You should read this document carefully and contact us or your agent if you have any questions regarding Uninsured Motorists Coverage and your options with respect to this coverage.

This document includes general descriptions of coverage. However, no coverage is provided by this document. You should read your policy and review your Declarations Page(s) and/or Schedule(s) for complete information on the coverages you are provided.

Uninsured Motorists Coverage provides for payment of certain benefits for damages caused by owners or operators of uninsured motor vehicles because of bodily injury or death resulting therefrom. Such benefits may include payments for certain medical expenses, lost wages, and pain and suffering, subject to limitations and conditions contained in the policy. For the purpose of this coverage, an uninsured motor vehicle may include a motor vehicle as to which the bodily injury limits are less than your damages.

Florida law requires that automobile liability policies include Uninsured Motorists Coverage at limits equal to the Bodily Injury Liability Coverage (split limits) or Combined Single Limit for Liability Coverage in your policy, unless you select a lower limit offered by the company or reject Uninsured Motorists Coverage entirely.

Please indicate by initialing below whether you entirely reject Uninsured Motorists Coverage or whether you select this coverage at limits lower than the Bodily Injury Liability Coverage or Combined Single Limit for Liability Coverage of your policy.

(Initials)				

I reject Uninsured Motorists Coverage entirely.				

I reject Bodily Injury Uninsured Motorists Coverage at limits equal to my Bodily Injury Liability Coverage (split limits) or Combined Single Limit for Liability Coverage and I select the following lower limits.				
(Choose one):				
(Initials)	Split Limits	OR	(Initials)	Combined Single Limit
_____	\$ 10,000/20,000		_____	\$ 20,000
_____	25,000/50,000		_____	50,000
_____	50,000/100,000		_____	100,000
_____	100,000/300,000		_____	250,000
_____	250,000/500,000		_____	300,000
_____	500,000/1,000,000		_____	350,000
_____	\$ _____		_____	500,000
	(Other)		_____	1,000,000
			_____	\$ _____
				(Other)

If your policy is a personal auto policy or, if your policy is a commercial auto policy and you are designated as an individual in the Declarations, your policy will include stacked Uninsured Motorists Coverage unless you reject Uninsured Motorists Coverage entirely or you select non-stacked Uninsured Motorists Coverage. If your policy is a commercial auto policy and you are designated as other than an individual in the Declarations, your policy will include non-stacked Uninsured Motorists Coverage, unless you reject Uninsured Motorists Coverage entirely.

**ELECTION OF NON-STACKED COVERAGE IF YOU ARE AN INDIVIDUAL
(Do not complete if you have rejected Uninsured Motorists Coverage.)**

If your policy is a personal auto policy or, if your policy is a commercial auto policy and you are designated as an individual in the Declarations, your policy will include stacked Uninsured Motorists Coverage. You have the option to purchase, at a reduced rate, non-stacked (a limited type of) Uninsured Motorists Coverage. Subject to the provisions of the policy, and except as provided in the following sentence, non-stacked Uninsured Motorists Coverage generally does not allow an insured to combine or stack one applicable Uninsured Motorists Coverage limit with other applicable Uninsured Motorists Coverage limit(s) for the same loss. However, if there is other applicable insurance available under one or more policies or provisions of coverage, any recovery for loss suffered by you or any family member residing with you while occupying a vehicle not owned by you or any such family member may not exceed the sum of:

1. The limit of liability for Uninsured Motorists Coverage applicable to the vehicle you or any such family member was occupying at the time of the accident; and

2. The highest limit of liability for Uninsured Motorists Coverage applicable to any one vehicle under any one policy affording coverage to you or any such family member.

If you do not elect to purchase the non-stacked type of Uninsured Motorists Coverage, and if you do not reject Uninsured Motorists Coverage entirely, your policy will include stacked Uninsured Motorists Coverage. Subject to the provisions of the policy, stacked Uninsured Motorists Coverage generally allows an insured under a personal auto policy or you or a family member under a commercial auto policy to combine or stack one applicable Uninsured Motorists Coverage limit with other applicable Uninsured Motorists Coverage limit(s) for the same loss. For example, under stacked Uninsured Motorists Coverage, you or a family member may add together the Uninsured Motorists Coverage limits for each vehicle which has such coverage under your policy.

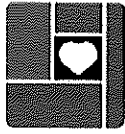
(Initials)

_____ I elect the non-stacked form of Uninsured Motorists Coverage.

I understand and agree that selection of any of the above options applies to my liability insurance policy and future renewals or replacements of such policy which are issued at the same Bodily Injury Liability limits. If I decide to select another option at some future time, I must let the Company or my agent know in writing.

Applicant's/Named Insured's Signature

Date



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE ONLY

In consideration of the premium charged, it is understood and agreed that the following is added as an additional insured:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

But only as respects a legally enforceable contractual agreement with the Named Insured and only for liability arising out of the Named Insured's negligence and only for occurrences of coverages not otherwise excluded in the policy to which this endorsement applies.

It is further understood and agreed that irrespective of the number of entities named as insureds under this policy, in no event shall the company's limits of liability exceed the occurrence or aggregate limits as applicable by policy definition or endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO MEDICAL PAYMENTS COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Coverage

We will pay reasonable expenses incurred for necessary medical and funeral services to or for an "insured" who sustains "bodily injury" caused by "accident". We will pay only those expenses incurred, for services rendered within three years from the date of the "accident".

B. Who Is An Insured

1. You while "occupying" or, while a pedestrian, when struck by any "auto".
2. If you are an individual, any "family member" while "occupying" or, while a pedestrian, when struck by any "auto".
3. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, loss or destruction.

C. Exclusions

This insurance does not apply to any of the following:

1. "Bodily injury" sustained by an "insured" while "occupying" a vehicle located for use as a premises.
2. "Bodily injury" sustained by you or any "family member" while "occupying" or struck by any vehicle (other than a covered "auto") owned by you or furnished or available for your regular use.

3. "Bodily injury" sustained by any "family member" while "occupying" or struck by any vehicle (other than a covered "auto") owned by or furnished or available for the regular use of any "family member".
4. "Bodily injury" to your "employee" arising out of and in the course of employment by you. However, we will cover "bodily injury" to your domestic "employees" if not entitled to workers' compensation benefits. For the purposes of this endorsement, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.
5. "Bodily injury" to an "insured" while working in a business of selling, servicing, repairing or parking "autos" unless that business is yours.
6. "Bodily injury" arising directly or indirectly out of:
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

7. "Bodily injury" to anyone using a vehicle without a reasonable belief that the person is entitled to do so.
8. "Bodily Injury" sustained by an "insured" while "occupying" any covered "auto" while used in any professional racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply to any "bodily injury" sustained by an "insured" while the "auto" is being prepared for such a contest or activity.

D. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for "bodily injury" for each "insured" injured in any one "accident" is the Limit Of Insurance for Auto Medical Payments Coverage shown in the Declarations.

No one will be entitled to receive duplicate payments for the same elements of "loss" under this coverage and any Liability Coverage Form, Uninsured Motorists Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

E. Changes In Conditions

The **Conditions** are changed for **Auto Medical Payments Coverage** as follows:

1. The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply.
2. The reference in **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form to "other collectible insurance" applies only to other collectible auto medical payments insurance.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.

BUSINESS AUTO COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5	Owned "Autos" Subject To No-fault	Only those "autos" you own that are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have no-fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Non-owned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households but only while used in your business or your personal affairs.

19	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.
-----------	--	---

B. Owned Autos You Acquire After The Policy Begins

1. If Symbols **1, 2, 3, 4, 5, 6** or **19** are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol **7** is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
 - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Covered Autos Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Covered Autos Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. "Loss"; or
 - e. Destruction.

SECTION II – COVERED AUTOS LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Covered Autos Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - (1) The owner or anyone else from whom you hire or borrow a covered "auto".

This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

- (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
- (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
- (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company) or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
- (5) A partner (if you are a partnership) or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

2. Coverage Extensions

a. Supplementary Payments

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

b. Out-of-state Coverage Extensions

While a covered "auto" is away from the state where it is licensed, we will:

- (1) Increase the Limit of Insurance for Covered Autos Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That the "insured" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
 - (1) Employment by the "insured"; or
 - (2) Performing the duties related to the conduct of the "insured's" business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

"Bodily injury" to:

- a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or
- b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph a. above.

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or

- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

9. Operations

"Bodily injury" or "property damage" arising out of the operation of:

- a. Any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment"; or
- b. Machinery or equipment that is on, attached to or part of a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph a. or b. above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed;
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site; or
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts if:

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

12. War

"Bodily injury" or "property damage" arising directly or indirectly out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit Of Insurance for Covered Autos Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

SECTION III – PHYSICAL DAMAGE COVERAGE

A. Coverage

1. We will pay for "loss" to a covered "auto" or its equipment under:

a. Comprehensive Coverage

From any cause except:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

b. Specified Causes Of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

c. Collision Coverage

Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

2. Towing

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$20 per day, to a maximum of \$600, for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicates that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicates that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

- (3) Collision only if the Declarations indicates that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War Or Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.

3. We will not pay for "loss" due and confined to:
 - a. Wear and tear, freezing, mechanical or electrical breakdown.
 - b. Blowouts, punctures or other road damage to tires.

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

4. We will not pay for "loss" to any of the following:
 - a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.

- b. Any device designed or used to detect speed-measuring equipment, such as radar or laser detectors, and any jamming apparatus intended to elude or disrupt speed-measuring equipment.

- c. Any electronic equipment, without regard to whether this equipment is permanently installed, that reproduces, receives or transmits audio, visual or data signals.

- d. Any accessories used with the electronic equipment described in Paragraph c. above.

5. Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- a. Permanently installed in or upon the covered "auto";

- b. Removable from a housing unit which is permanently installed in or upon the covered "auto";

- c. An integral part of the same unit housing any electronic equipment described in Paragraphs a. and b. above; or

- d. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

6. We will not pay for "loss" to a covered "auto" due to "diminution in value".

C. Limits Of Insurance

1. The most we will pay for:

- a. "Loss" to any one covered "auto" is the lesser of:

- (1) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

- (2) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

- b. All electronic equipment that reproduces, receives or transmits audio, visual or data signals in any one "loss" is \$1,000, if, at the time of "loss", such electronic equipment is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

- (2) Removable from a permanently installed housing unit as described in Paragraph **b.(1)** above; or
- (3) An integral part of such equipment as described in Paragraphs **b.(1)** and **b.(2)** above.

- 2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
- 3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

SECTION IV – BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
 - (1) How, when and where the "accident" or "loss" occurred;

- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

b. Additionally, you and any other involved "insured" must:

- (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
- (4) Authorize us to obtain medical records or other pertinent information.
- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

c. If there is "loss" to a covered "auto" or its equipment, you must also do the following:

- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
- (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
- (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
- (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Covered Autos Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

4. Loss Payment – Physical Damage Coverages

At our option, we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Other Insurance

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:

(1) Excess while it is connected to a motor vehicle you do not own; or

(2) Primary while it is connected to a covered "auto" you own.

- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".

- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- (1) The United States of America;
- (2) The territories and possessions of the United States of America;
- (3) Puerto Rico;
- (4) Canada; and
- (5) Anywhere in the world if a covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less,

provided that the "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada, or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us applies to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

SECTION V – DEFINITIONS

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. "Auto" means:
 1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or

2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these.
- D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraph 6.b. or 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

- E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
- F. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.
- H. "Insured contract" means:
1. A lease of premises;
 2. A sidetrack agreement;
 3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; or
6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
 - b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
 - c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- J. "Loss" means direct and accidental loss or damage.
- K. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 2. Vehicles maintained for use solely on or next to premises you own or rent;
 3. Vehicles that travel on crawler treads;

4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;
5. Vehicles not described in Paragraph 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers; or
6. Vehicles not described in Paragraph 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
 - a. Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing; or
 - (3) Street cleaning;
 - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well-servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

- L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- M. "Property damage" means damage to or loss of use of tangible property.
- N. "Suit" means a civil proceeding in which:
 1. Damages because of "bodily injury" or "property damage"; or
 2. A "covered pollution cost or expense";
 to which this insurance applies, are alleged.
 "Suit" includes:
 - a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.
- O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- P. "Trailer" includes semitrailer.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYEE HIRED AUTOS

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Changes In Covered Autos Liability Coverage

The following is added to the **Who Is An Insured** Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

B. Changes In General Conditions

Paragraph **5.b.** of the **Other Insurance** Condition in the Business Auto and Auto Dealers Coverage Forms and Paragraph **5.f.** of the **Other Insurance – Primary And Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent or borrow; and

2. Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYEES AS INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The following is added to the **Section II – Covered Autos Liability Coverage, Paragraph A.1. Who Is An Insured** provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Florida, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Covered Autos Liability Coverage is changed as follows:

Paragraph (5) of **a. Supplementary Payments** under **Coverage Extensions** in the Auto Dealers, Business Auto and Motor Carrier Coverage Forms is replaced by the following:

We will pay for the "insured":

- (5) All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".

B. Physical Damage Coverage is changed as follows:

1. No deductible applies under Specified Causes Of Loss or Comprehensive Coverage for "loss" to glass used in the windshield.
2. All other **Physical Damage Coverage** provisions will apply.

C. Paragraph 1. of Loss Conditions, Appraisal For Physical Damage Loss, is replaced by the following:

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". Upon notice of a demand for appraisal, the opposing party may, prior to appraisal, demand mediation of the dispute in accordance with the Mediation provision contained in this endorsement. The mediation must be completed before a demand for appraisal can be made. In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and

- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

D. The General Conditions are amended as follows:

1. The following is added to the **Other Insurance** Condition in the Auto Dealers and Business Auto Coverage Forms, and **Other Insurance – Primary And Excess Provisions** Condition in the Motor Carrier Coverage Form:

- a. When this Coverage Form and any other Coverage Form or policy providing liability coverage applies to an "auto" and:

- (1) One provides coverage to a lessor of "autos" for rent or lease; and
- (2) The other provides coverage to a person not described in Paragraph **D.1.a.(1)**;

then the Coverage Form or policy issued to the lessor described in Paragraph **D.1.a.(1)** is excess over any insurance available to a person described in **D.1.a.(2)** if the face of the lease or rental agreement contains, in at least 10 point type, the following language:

The valid and collectible liability insurance and personal injury protection insurance of any authorized rental or leasing driver is primary for the limits of liability and personal injury protection coverage required by FLA. STAT. SECTION 324.021(7) and FLA. STAT. SECTION 627.736.

2. The following condition is added to the Auto Dealers, Business Auto and Motor Carrier Coverage Forms:

Mediation

1. In any claim filed by an "insured" with us for:
 - a. "Bodily injury" in an amount of \$10,000 or less, arising out of the ownership, operation, use or maintenance of a covered "auto";

- b. "Property damage" in any amount, arising out of the ownership, operation, maintenance or use of a covered "auto"; or

- c. "Loss" to a covered "auto" or its equipment, in any amount;

either party may make a written demand for mediation of the claim prior to the institution of litigation.

2. A written request for mediation must be filed with the Florida Department of Financial Services on an approved form, which may be obtained from the Florida Department of Financial Services.
3. The request must state:
 - a. Why mediation is being requested.
 - b. The issues in dispute, which are to be mediated.
4. The Florida Department of Financial Services will randomly select mediators. Each party may reject one mediator, either before or after the opposing side has rejected a mediator. The mediator will notify the parties of the date, time and place of the mediation conference. The mediation conference will be held within 45 days of the request for mediation. The conference will be held by telephone if feasible. Participants in the mediation conference must have the authority to make a binding decision, and must mediate in good faith. Each party will bear the expenses of the mediation equally, unless the mediator determines that one party has not mediated in good faith.
5. Only one mediation may be requested for each claim unless all parties agree to further mediation. A party demanding mediation shall not be entitled to demand or request mediation after a suit is filed relating to the same facts already mediated.
6. The mediation shall be conducted as an informal process and formal rules of evidence and procedures need not be observed.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Paragraph **A.2.b.** of the Common Policy Conditions, **Cancellation**, is replaced by the following:

b. 45 days before the effective date of cancellation if we cancel for any other reason.

B. Paragraphs **A.4.** and **A.5.** of the Common Policy Conditions, **Cancellation**, are replaced by the following:

- 4.** Notice of cancellation will state the effective date of, and reason(s) for, the cancellation. The policy period will end on that date.
- 5.** If this Policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. If the return premium is not refunded with the notice of cancellation or when this Policy is returned to us, we will mail the refund within 15 working days after the date cancellation takes effect, unless this is an audit policy.

If this is an audit policy, then, subject to your full cooperation with us or our agent in securing the necessary data for audit, we will return any premium refund due within 90 days of the date cancellation takes effect. If our audit is not completed within this time limitation, then we shall accept your own audit, and any premium refund due shall be mailed within 10 working days of receipt of your audit.

The cancellation will be effective even if we have not made or offered a refund.

C. The following is added to Paragraph **A.** of the Common Policy Conditions, **Cancellation**:

7. If this Policy provides Personal Injury Protection, Property Damage Liability Coverage or both and:

a. It is a new or renewal policy, it may not be cancelled by the first Named Insured during the first 60 days immediately following the effective date of the Policy or renewal, except for one of the following reasons:

(1) The covered "auto" is completely destroyed such that it is no longer operable;

- (2) Ownership of the covered "auto" is transferred; or
 - (3) The Named Insured has purchased another policy covering the motor vehicle insured under this Policy.
 - b. It is a new policy, we may not cancel it during the first 60 days immediately following the effective date of the Policy for nonpayment of premium unless a check used to pay us is dishonored for any reason or any other type of premium payment is subsequently determined to be rejected or invalid.
- 2. If we fail to mail proper notice of nonrenewal and you obtain other insurance, this Policy will end on the effective date of that insurance.
 - 3. Notice of nonrenewal will state the reason(s) for the nonrenewal and the effective date of nonrenewal. The policy period will end on that date.

D. The following condition is added:

Nonrenewal

- 1. If we decide not to renew or continue this Policy, we will mail you notice at least 45 days before the end of the policy period. If we offer to renew or continue and you do not accept, this Policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

POLICY NUMBER:

COMMERCIAL AUTO
CA 22 10 02 18

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA PERSONAL INJURY PROTECTION

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Florida, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

We agree with the "named insured", subject to all the provisions of this endorsement and to all of the provisions of the Policy except as modified herein, as follows that:

SCHEDULE

Any Personal Injury Protection deductible shown in the Declarations of \$	
is applicable to <input type="checkbox"/> the following "named insured" only:	
<input type="checkbox"/> each "named insured" and each dependent "family member".	
<input type="checkbox"/> Work loss for "named insured" does not apply.	
<input type="checkbox"/> Work loss for "named insured" and dependent "family member" does not apply.	
Benefits	Limit Per Person
Total Aggregate Limit for all Personal Injury Protection Benefits, except Death Benefits	\$10,000
Death Benefits	\$5,000
Medical Expenses	80% of medical expenses subject to the total aggregate limit and the provisions of Paragraphs D.2.a. and b. under Limit Of Insurance.
Work Loss	60% of work loss subject to the total aggregate limit
Replacement Services Expenses	subject to the total aggregate limit
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Coverage

We will pay Personal Injury Protection benefits in accordance with the Florida Motor Vehicle No-fault Law to or for an "insured" who sustains "bodily injury" in an "accident" arising out of the ownership, maintenance or use of a "motor vehicle". Subject to the limits shown in the Schedule, these Personal Injury Protection benefits consist of the following:

1. Medical Expenses

a. All reasonable "medically necessary" expenses for medical, surgical, X-ray, dental, ambulance, hospital, professional nursing and rehabilitative services, including prosthetic devices. However, we will pay for these benefits only if the "insured" receives initial services and care within 14 days after the "motor vehicle" "accident" that are:

- (1) Lawfully provided, supervised, ordered or prescribed by a licensed physician, dentist or chiropractic physician;
- (2) Provided in a hospital or in a facility that owns, or is wholly owned by, a hospital; or
- (3) Provided by a person or entity licensed to provide emergency transportation and treatment;

as authorized by the Florida Motor Vehicle No-fault Law.

b. Upon referral by a licensed health care provider described in Paragraph **A.1.a.(1)**, **(2)** or **(3)**, follow-up services and care consistent with the underlying medical diagnosis rendered pursuant to Paragraph **A.1.a.**, if provided, supervised, ordered or prescribed only by a licensed:

- (1) Physician, osteopathic physician, chiropractic physician or dentist; or
- (2) Physician assistant or advanced registered nurse practitioner, under the supervision of such physician, osteopathic physician chiropractic physician or dentist;

as authorized by the Florida Motor Vehicle No-fault Law.

Follow-up services and care may also be provided by:

- (3) A licensed hospital or ambulatory surgical center;

(4) An entity wholly owned by one or more licensed physicians, osteopathic physicians, chiropractic physicians or dentists; or by such practitioners and the spouse, parent, child, or sibling of such practitioners;

(5) An entity that owns or is wholly owned, directly or indirectly, by a hospital or hospitals;

(6) A licensed physical therapist, based upon referral by a provider described in Paragraph **A.1.b.**; or

(7) A health care clinic licensed under the Florida Health Care Clinic Act:

(a) Which is accredited by the Joint Commission on Accreditation of Healthcare Organizations, the American Osteopathic Association, the Commission on Accreditation of Rehabilitation Facilities or the Accreditation Association for Ambulatory Health Care, Inc.; or

(b) Which:

(i) Has a licensed medical director;

(ii) Has been continuously licensed for more than three years or is a publicly traded corporation that issues securities traded on an exchange registered with the United States Securities and Exchange Commission as a national securities exchange; and

(iii) Provides at least four of the following medical specialties:

i. General medicine;

ii. Radiography;

iii. Orthopedic medicine;

iv. Physical medicine;

v. Physical therapy;

vi. Physical rehabilitation;

vii. Prescribing or dispensing outpatient prescription medication; or

viii. Laboratory services;

as authorized by the Florida Motor Vehicle No-fault Law.

However, with respect to Paragraph **A.1.**, medical expenses do not include massage or acupuncture, regardless of the person, entity or licensee providing the massage or acupuncture;

2. Replacement Services Expenses

With respect to the period of disability of the injured person, all expenses reasonably incurred in obtaining from others ordinary and necessary services in lieu of those that, but for such injury, the injured person would have performed without income for the benefit of his or her household;

3. Work Loss

With respect to the period of disability of the injured person, any loss of income and earning capacity from inability to work proximately caused by the injury sustained by the injured person; and

4. Death Benefits

B. Who is An Insured

1. The "named insured".
2. If the "named insured" is an individual, any "family member".
3. Any other person while "occupying" a covered "motor vehicle" with the "named insured's" consent.
4. A "pedestrian" if the "accident" involves the covered "motor vehicle".

C. Exclusions

We will not pay Personal Injury Protection benefits for "bodily injury":

1. Sustained by the "named insured" or any "family member" while "occupying" any "motor vehicle" owned by the "named insured" that is not a covered "motor vehicle";
2. Sustained by any person while operating the covered "motor vehicle" without the "named insured's" expressed or implied consent;
3. Sustained by any person, if such person's conduct contributed to his or her "bodily injury" under any of the following circumstances:
 - a. Causing "bodily injury" to himself or herself intentionally; or
 - b. While committing a felony;
4. To the "named insured" or any "family member" for work loss if an entry in the Schedule or Declarations indicates that coverage for work loss does not apply;
5. To any "pedestrian", other than the "named insured" or any "family member", not a legal resident of the state of Florida;

6. To any person, other than the "named insured", if that person is the "owner" of a "motor vehicle" for which security is required under the Florida Motor Vehicle No-fault Law;

7. To any person, other than the "named insured", or any "family member", who is entitled to personal injury protection benefits from the owner of a "motor vehicle" that is not a covered "motor vehicle" under this insurance or from the "owner's" insurer; or

8. To any person who sustains "bodily injury" while "occupying" a "motor vehicle" located for use as a residence or premises.

D. Limit Of Insurance

1. Regardless of the number of persons insured, policies or bonds applicable, premiums paid, vehicles involved or claims made, the total aggregate limit of personal injury protection benefits, available under the Florida Motor Vehicle No-fault Law from all sources combined, including this Policy, for or on behalf of any one person who sustains "bodily injury" as the result of any one "accident", shall be:

- a. \$10,000 for medical expenses, work loss and replacement services; and
- b. \$5,000 for death benefits.

2. Subject to Paragraph D.1.a., we will pay:

- a. Up to \$10,000 for medical expenses, if a licensed physician, dentist, physician assistant or an advanced registered nurse practitioner authorized by the Florida Motor Vehicle No-fault Law has determined that the "insured" had an "emergency medical condition"; or
- b. Up to \$2,500 for medical expenses, if any health care provider described in Paragraph A.1.a. or A.1.b. has determined that the "insured" did not have an "emergency medical condition".

3. Any amount paid under this coverage will be reduced by the amount of benefits an injured person has been paid or is entitled to be paid for the same elements of "loss" under any workers' compensation law.

4. If personal injury protection benefits, under the Florida Motor Vehicle No-fault Law, have been received from any insurer for the same elements of loss and expense benefits available under this Policy, we will not make duplicate payments to or for the benefit of the injured person. The insurer paying the benefits shall be entitled to recover from us its pro rata share of the benefits paid and expenses incurred in handling the claim.
5. The deductible amount shown in the Schedule will be deducted from the total amount of expenses and losses listed in Paragraphs **A.1.**, **A.2.** and **A.3.** of this endorsement before the application of any percentage limitation for each "insured" to whom the deductible applies. The deductible does not apply to the death benefit.
6. Any amount paid under this coverage for medical expenses shall be limited by the medical fee schedule prescribed by the Florida Motor Vehicle No-fault Law.

E. Changes In Conditions

The **Conditions** are changed for **Personal Injury Protection** as follows:

1. Duties In The Event Of Accident, Claim, Suit Or Loss is replaced by the following:

Compliance with the following duties is a condition precedent to receiving benefits:

In the event of an "accident", the "named insured" must give us or our authorized representative prompt written notice of the "accident".

If any injured person or his or her legal representative institutes a legal action to recover damages for "bodily injury" against a third party, a copy of the summons, complaint or other process served in connection with that legal action must be forwarded to us as soon as possible by the injured person or his or her legal representative.

A person seeking personal injury protection benefits must, as soon as possible, give us written proof of claim, under oath if required, containing full particulars concerning the injuries and treatment received and/or contemplated, and send us any other information that will assist us in determining the amount due and payable.

A person seeking personal injury protection benefits must submit to an examination under oath. The scope of questioning during the examination under oath is limited to relevant information or information that could reasonably be expected to lead to relevant information.

2. Legal Action Against Us is replaced by the following:

Legal Action Against Us

a. No legal action may be brought against us until there has been full compliance with all terms of this Policy. In addition, no legal action may be brought against us:

- (1) Until the claim for benefits is overdue in accordance with Paragraph **F.2.** of this endorsement; and
- (2) Until we are provided with a demand letter in accordance with the Florida Motor Vehicle No-fault Law sent to us via U.S. certified or registered mail; and
- (3) With respect to the overdue claim specified in the demand letter, if, within 30 days of receipt of the demand letter, we:

(a) Pay the overdue claim; or

(b) Agree to pay for future treatment not yet rendered;

in accordance with the requirements of the Florida Motor Vehicle No-fault Law.

b. If legal action is brought against us, all claims related to the same health care provider or facility shall be brought in a single action, unless good cause can be shown why such claims should be brought separately.

3. Transfer Of Rights Of Recovery Against Others To Us is replaced by the following:

Transfer Of Rights Of Recovery Against Others To Us

Unless prohibited by the Florida Motor Vehicle No-fault Law, in the event of payment to or for the benefit of any injured person under this coverage:

- a. We will be reimbursed for those payments, not including reasonable attorneys' fees and other reasonable expenses, from the proceeds of any settlement or judgment resulting from any right of recovery of the injured person against any person or organization legally responsible for the "bodily injury" from which the payment arises. We will also have a lien on those proceeds.
- b. If any person to or for whom we pay benefits has rights to recover benefits from another, those rights are transferred to us. That person must do everything necessary to secure our rights and must do nothing after loss to impair them.
- c. The insurer providing personal injury protection benefits on a private passenger "motor vehicle", as defined in the Florida Motor Vehicle No-fault Law, shall be entitled to reimbursement to the extent of the payment of personal injury protection benefits from the "owner" or the insurer of the "owner" of a commercial "motor vehicle", as defined in the Florida Motor Vehicle No-fault Law, if such injured person sustained the injury while "occupying", or while a "pedestrian" through being struck by, such commercial "motor vehicle". However, such insurer's right of reimbursement under this Paragraph c. does not apply to an "owner" or registrant of a "motor vehicle" used as a taxicab.

4. Concealment, Misrepresentation Or Fraud is replaced by the following:

Concealment, Misrepresentation Or Fraud

We do not provide coverage under this endorsement for an "insured" if that "insured" has committed, by a material act or omission, insurance fraud relating to personal injury protection coverage under this form, if fraud is admitted to in a sworn statement by the "insured" or if the fraud is established in a court of competent jurisdiction. Any insurance fraud voids all personal injury protection coverage arising from the claim with respect to the "insured" who committed the fraud. Any benefits paid prior to the discovery of the fraud are recoverable from that "insured".

5. Policy Period, Coverage Territory is replaced by the following:

Policy Period, Coverage Territory

The insurance under this section applies only to "accidents" which occur during the policy period:

- a. In the state of Florida;
- b. As respects the "named insured" or any "family member", while "occupying" the covered "motor vehicle" outside the state of Florida but within the United States of America, its territories or possessions or Canada; and
- c. As respects the "named insured", while "occupying" a "motor vehicle" of which a "family member" is the "owner" and for which security is maintained under the Florida Motor Vehicle No-fault Law outside the state of Florida but within the United States of America, its territories or possessions or Canada.

F. Additional Conditions

The following conditions are added:

1. Mediation

a. In any claim filed by an "insured" with us for:

- (1) "Bodily injury" in an amount of \$10,000 or less, arising out of the ownership, operation, use or maintenance of a covered "auto";
- (2) "Property damage" in any amount, arising out of the ownership, operation, maintenance or use of a covered "auto"; or
- (3) "Loss" to a covered "auto" or its equipment, in any amount,

either party may make a written demand for mediation of the claim prior to the institution of litigation.

b. A written request for mediation must be filed with the Florida Department of Financial Services on an approved form, which may be obtained from the Florida Department of Financial Services.

c. The request must state:

- (1) Why mediation is being requested.
- (2) The issues in dispute, which are to be mediated.

d. The Florida Department of Financial Services will randomly select mediators. Each party may reject one mediator, either before or after the opposing side has rejected a mediator. The mediator will notify the parties of the date, time and place of the mediation conference. The mediation conference will be held within 45 days of the request for mediation. The conference will be held by telephone, if feasible. Participants in the mediation conference must have the authority to make a binding decision, and must mediate in good faith. Each party will bear the expenses of the mediation equally, unless the mediator determines that one party has not mediated in good faith.

e. Only one mediation may be requested for each claim unless all parties agree to further mediation. A party demanding mediation shall not be entitled to demand or request mediation after a suit is filed relating to the same facts already mediated.

f. The mediation shall be conducted as an informal process and formal rules of evidence and procedures need not be observed.

2. Payment Of Benefits

Personal injury protection benefits payable under this Coverage Form, whether the full or partial amount, may be overdue if not paid within 30 days after we are furnished with written notice of the covered loss and the amount of the covered loss in accordance with the Florida Motor Vehicle No-fault Law.

However, if we have a reasonable belief that a fraudulent insurance act has been committed relating to personal injury protection coverage under this Coverage Form, we will notify the "insured" in writing, within 30 days after the submission of the claim, that the claim is being investigated for suspected fraud. No later than 90 days after the submission of the claim, we will either deny or pay the claim, in accordance with the Florida Motor Vehicle No-fault Law.

If we pay only a portion of a claim or reject a claim due to an alleged error in the claim, we, at the time of the partial payment or rejection, will provide an itemized specification or explanation of benefits due to the specified error. Upon receiving the specification or explanation, the person making the claim, at the person's option and without waiving any other legal remedy for payment, has 15 days to submit a revised claim, which will be considered a timely submission of written notice of a claim.

3. Modification Of Policy Coverages

Any Automobile Medical Payments Coverage and any Uninsured Motorists Coverage afforded by the Policy shall be excess over any personal injury protection benefits paid or payable.

Regardless of whether the full amount of personal injury protection benefits has been exhausted, any Medical Payments Coverage afforded by the Policy shall pay the portion of any claim for personal injury protection medical expenses which are otherwise covered but not payable due to the limitation of 80% of medical expense benefits but shall not be payable for the amount of the deductible selected.

**4. Medical Reports And Examinations;
Payment Of Claim Withheld**

As soon as practicable, the person making the claim shall submit to mental and physical examinations at our expense when and as often as we may reasonably require and a copy of the medical report shall be forwarded to such person if requested. If the person unreasonably refuses to submit to, or fails to appear at, an examination, we will not be liable for subsequent personal injury protection benefits. Such person's refusal to submit to, or failure to appear at, two examinations, raises a rebuttable presumption that such person's refusal or failure was unreasonable.

Whenever a person making a claim as a result of an injury sustained while committing a felony is charged with committing that felony, we shall withhold benefits until, at the trial level, the prosecution makes a formal entry on the record that it will not prosecute the case against the person, the charge is dismissed or the person is acquitted.

5. Provisional Premium

In the event of any change in the rules, rates, rating plan, premiums or minimum premiums applicable to the insurance afforded, because of an adverse judicial finding as to the constitutionality of any provisions of the Florida Motor Vehicle No-fault Law providing for the exemption of persons from tort liability, the premium stated in the Declarations for any Liability, Medical Payments and Uninsured Motorists insurance shall be deemed provisional and subject to recomputation. If this Policy is a renewal policy, such recomputation shall also include a determination of the amount of any return premium previously credited or refunded to the "named insured" pursuant to the Florida Motor Vehicle No-fault Law with respect to insurance afforded under a previous policy.

If the final premium thus recomputed exceeds the premium shown in the Declarations, the "named insured" shall pay to us the excess as well as the amount of any return premium previously credited or refunded.

6. Special Provisions For Rented Or Leased Vehicles

Notwithstanding any provision of this coverage to the contrary, if a person is injured while "occupying", or through being struck by, a "motor vehicle" rented or leased under a rental or lease agreement which does not specify otherwise in language required by FLA. STAT. SECTION 627.7263(2) in at least 10-point type on the face of the agreement, the personal injury protection benefits available under the Florida Motor Vehicle No-fault Law and afforded under the lessor's policy shall be primary.

7. Insured's Right To Personal Injury Protection Information

- a. In a dispute between us and an "insured", or between us and an assignee of the "insured's" personal injury protection benefits, we will, upon request, notify such "insured" or assignee that the limits for Personal Injury Protection have been reached. We will provide such information within 15 days after the limits for Personal Injury Protection have been reached.
- b. If legal action is commenced, we will, upon request, provide an "insured" with a copy of a log of personal injury protection benefits paid by us on behalf of the "insured". We will provide such information within 30 days of receipt of the request for the log from the "insured".

G. Additional Definitions

As used in this endorsement:

- 1. "Emergency medical condition" means a medical condition manifesting itself by acute symptoms of sufficient severity, which may include severe pain, such that the absence of immediate medical attention could reasonably be expected to result in any of the following:
 - a. Serious jeopardy to "insured's" health;
 - b. Serious impairment to bodily functions; or
 - c. Serious dysfunction of any bodily organ part.

2. "Motor vehicle" means any self-propelled vehicle with four or more wheels which is of a type both designed and required to be licensed for use on the highways of Florida and any trailer or semitrailer designed for use with such vehicle.

However, "motor vehicle" does not include:

- a. A mobile home;
 - b. Any "motor vehicle" which is used in mass transit, other than public school transportation, and designed to transport more than five passengers exclusive of the operator of the motor vehicle and which is owned by a municipality, a transit authority or a political subdivision of the state.
3. "Family member" means a person related to the "named insured" by blood, marriage or adoption, including a ward or foster child, who is a resident of the same household as the "named insured".
4. "Named insured" means the person or organization named in the Declarations of the Policy and, if an individual, shall include the spouse if a resident of the same household.
5. "Occupying" means in or upon or entering into or alighting from.
6. "Owner" means a person or organization who holds the legal title to a "motor vehicle" and also includes:
- a. A debtor having the right to possession, in the event a "motor vehicle" is the subject of a security agreement;

- b. A lessee having the right to possession, in the event a "motor vehicle" is the subject of a lease with option to purchase and such lease agreement is for a period of six months or more; and

- c. A lessee having the right to possession, in the event a "motor vehicle" is the subject of a lease without option to purchase, and such lease is for a period of six months or more, and the lease agreement provides that the lessee shall be responsible for securing insurance.

7. "Pedestrian" means a person while not an occupant of any self-propelled vehicle.

8. "Medically necessary" refers to a medical service or supply that a prudent physician would provide for the purpose of preventing, diagnosing or treating an illness, injury, disease or symptom in a manner that is:

- a. In accordance with generally accepted standards of medical practice;

- b. Clinically appropriate in terms of type, frequency, extent, site and duration; and

- c. Not primarily for the convenience of the patient, physician or other health care provider.

E. Changes In Conditions

The Conditions are changed for Uninsured Motorists Coverage Nonstacked as follows:

1. Other Insurance in the Business Auto and Garage Coverage Forms and Other Insurance – Primary And Excess Insurance Provisions in the Truckers and Motor Carrier Coverage Forms are replaced by the following:

- a. If there is other applicable insurance available under one or more coverage forms, policies or provisions of coverage, any recovery for damages sustained by an individual Named Insured or any "family member":
 - (1) While "occupying" a vehicle owned by that Named Insured or any "family member" may equal, but not exceed, the limit of insurance for Uninsured Motorists Coverage applicable to that vehicle.
 - (2) While "occupying" a vehicle not owned by that Named Insured or any "family member" may equal, but not exceed, the sum of:
 - (a) The limit of insurance for Uninsured Motorists Coverage applicable to the vehicle such Named Insured or any "family member" was "occupying" at the time of the "accident"; and
 - (b) The highest limit of insurance for Uninsured Motorists Coverage applicable to any one vehicle under any one policy affording coverage to such Named Insured or any "family member".
 - (3) While not "occupying" any vehicle may equal, but not exceed, the highest limit of insurance for Uninsured Motorists Coverage applicable to any one vehicle under any one policy affording coverage to an individual Named Insured or any "family member".
- b. Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any collectible uninsured motorists insurance providing coverage on a primary basis.
- c. If the coverage under this coverage form is provided:
 - (1) On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.

- (2) On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

2. Duties In The Event Of Accident, Claim, Suit Or Loss is changed by adding the following:

- a. Promptly notify the police if a hit-and-run driver is involved; and
- b. Promptly send us copies of the legal papers if a "suit" is brought.
- c. A person seeking Uninsured Motorists Coverage must also promptly notify us in writing by certified or registered mail of a tentative settlement between the "insured" and the insurer of the vehicle described in Paragraph b. of the definition of an "uninsured motor vehicle" and allow us 30 days to advance payment to that "insured" in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such vehicle described in Paragraph b. of the definition of an "uninsured motor vehicle".

3. Transfer Of Rights Of Recovery Against Others To Us is changed by adding the following:

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

Our rights do not apply under this provision with respect to Uninsured Motorists Coverage if we:

- a. Have been given prompt written notice of a tentative settlement between an "insured" and the insurer of a vehicle described in Paragraph b. of the definition of an "uninsured motor vehicle"; and
- b. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification:

- a. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Uninsured Motorists Coverage; and
- b. We also have a right to recover the advanced payment.

4. The following condition is added:

a. Arbitration

(1) If we and an "insured" do not agree:

- (a) Whether that person is legally entitled to recover damages under this endorsement; or
- (b) As to the amount of damages that are recoverable by that person;

Then the matter may be mediated, in accordance with the Mediation Provision contained in General Conditions, if the damages resulting from "bodily injury" are for \$10,000 or less, or arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.

- (2) Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
- (3) Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

b. Florida Arbitration Act

If we and an "insured" agree to arbitration, the **Florida Arbitration Act** will not apply.

c. Mediation

(1) In any claim filed by an "insured" with us for:

- (a) "Bodily injury" in an amount of \$10,000 or less, arising out of the ownership, operation, use or maintenance of a covered "auto";
- (b) "Property damage" in any amount, arising out of the ownership, operation, maintenance or use of a covered "auto"; or
- (c) "Loss" to a covered "auto" or its equipment, in any amount;

either party may make a written demand for mediation of the claim prior to the institution of litigation.

(2) A written request for mediation must be filed with the Florida Department of Financial Services on an approved form, which may be obtained from the Florida Department of Financial Services.

(3) The request must state:

- (a) Why mediation is being requested.
- (b) The issues in dispute, which are to be mediated.

(4) The Florida Department of Financial Services will randomly select mediators. Each party may reject one mediator, either before or after the opposing side has rejected a mediator. The mediator will notify the parties of the date, time and place of the mediation conference. The mediation conference will be held within 45 days of the request for mediation. The conference will be held by telephone, if feasible. Participants in the mediation conference must have the authority to make a binding decision, and must mediate in good faith. Each party will bear the expenses of the mediation equally, unless the mediator determines that one party has not mediated in good faith.

(5) Only one mediation may be requested for each claim unless all parties agree to further mediation. A party demanding mediation shall not be entitled to demand or request mediation after a suit is filed relating to the same facts already mediated.

(6) The mediation shall be conducted as an informal process and formal rules of evidence and procedures need not be observed.

F. Additional Definitions

As used in this endorsement:

- 1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.
- 2. "Occupying" means in, upon, getting in, on, out or off.
- 3. "Uninsured motor vehicle" means a land motor vehicle or "trailer":
 - a. For which no liability bond or policy applies at the time of an "accident";

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA UNINSURED MOTORISTS COVERAGE – NONSTACKED

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Florida, this endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

SCHEDULE

Limit Of Insurance: \$

Each "Accident"

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
2. With respect to damages resulting from an "accident" with a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle", we will pay under this coverage only if Paragraph **a.** or **b.** below applies:
 - a. The limit of any applicable liability bonds or policies has been exhausted by payment of judgments or settlements; or

b. A tentative settlement has been made between an "insured" and the insurer of the "underinsured motor vehicle" and we:

- (1) Have been given prompt written notice of such tentative settlement; and
- (2) Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

3. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
 - a. The Named Insured and any "family members".

b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":

a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. Exclusions

This insurance does not apply to:

1. Any claim settled or judgment reached without our consent, unless our right to recover payment has not been prejudiced by such settlement or judgment. However, this exclusion does not apply to a settlement made with the insurer of a vehicle described in Paragraph b. of the definition of an "uninsured motor vehicle".

2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.

3. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.

4. "Bodily injury" sustained by:

a. An individual Named Insured while "occupying" or when struck by a vehicle owned by that individual Named Insured that is not a covered "auto" for Uninsured Motorists Coverage under this coverage form;

b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Uninsured Motorists Coverage under this coverage form;

c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Uninsured Motorists Coverage on a primary basis under any other coverage form or policy; or

d. Any "insured" with respect to damages for pain, suffering, mental anguish or inconvenience unless the "bodily injury" consists in whole or in part of:

(1) Significant and permanent loss of an important bodily function;

(2) Permanent injury within a reasonable degree of medical probability, other than scarring or disfigurement;

(3) Significant and permanent scarring or disfigurement; or

(4) Death.

5. Punitive or exemplary damages.

6. "Bodily injury" arising directly or indirectly out of:

a. War, including undeclared or civil war;

b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the limit of Uninsured Motorists Coverage shown in the Schedule or Declarations.

2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this coverage form and any Liability Coverage form, No-fault Coverage endorsement, Medical Payments Coverage endorsement, or Uninsured Motorists Coverage endorsement attached to this Coverage Part.

3. We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

4. We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law.

- b. That is an underinsured motor vehicle. An underinsured motor vehicle is a land motor vehicle or "trailer" for which a "bodily injury" liability bond or policy applies at the time of an "accident" but the amount paid under that bond or policy to an "insured" is not enough to pay the full amount the "insured" is legally entitled to recover as damages caused by the "accident";
- c. For which an insuring or bonding company denies coverage or is or becomes insolvent; or
- d. For which neither the driver nor owner can be identified. The land motor vehicle or "trailer" must:
 - (1) Hit an individual Named Insured or any "family member", a covered "auto" or a vehicle such Named Insured or any "family member" is "occupying"; or
 - (2) Cause an "accident" resulting in "bodily injury" to an individual Named Insured or any "family member" without hitting that Named Insured, any "family member", a covered "auto" or a vehicle such Named Insured or any "family member" is "occupying".

If there is no physical contact with the land motor vehicle or "trailer", the facts of the "accident" must be proved. We will only accept competent evidence other than the testimony of a person making claims under this or any similar coverage.

However, "uninsured motor vehicle" does not include any vehicle:

- a. Owned by a governmental unit or agency;
- b. Designed for use mainly off public roads while not on public roads; or
- c. Owned by or furnished or available for the regular use of the Named Insured, or if the Named Insured is an individual, any "family member" unless it is a covered "auto" to which the coverage form's Liability Coverage applies and liability coverage is excluded for any person or organization other than the Named Insured, or if the Named Insured is an individual, any "family member".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PUNITIVE DAMAGES EXCLUSION

This endorsement modifies insurance provided under the following:

UNINSURED MOTORISTS COVERAGE
UNDERINSURED MOTORISTS COVERAGE

The following is added to Exclusions:

This insurance does not apply to punitive or exemplary damages.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RENTAL REIMBURSEMENT COVERAGE

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

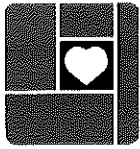
Named Insured: Panhandle Animal Welfare Society, Inc. dba: Paws, Inc.
Endorsement Effective Date: 11/15/2020

SCHEDULE

Coverage	Designation or Description of Covered "Autos" to which this insurance applies	Maximum Payment Each Covered "Auto"			Premium
		Any One Day	No. of Days	Any One Period	
Comprehensive	Any Covered "Auto"	\$50	30	\$1500	Incl.
Collision	Any Covered "Auto"	\$50	30	\$1500	Incl.
Specified Causes of Loss	N/A				
Total Premium					Incl.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.					

- A.** This endorsement provides only those coverages where a premium is shown in the Schedule. It applies only to a covered "auto" described or designated in the Schedule.
- B.** We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
- C.** We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - 1. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.

- 2. The number of days shown in the Schedule.
- D. Our payment is limited to the lesser of the following amounts:
 - 1. Necessary and actual expenses incurred.
 - 2. The maximum payment stated in the Schedule applicable to "any one day" or "any one period".
- E. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
- F. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.



**ALLIANCE OF
NONPROFITS FOR
INSURANCE**

A Head for Insurance. A Heart for Nonprofits.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES – WAIVER OF COLLISION DEDUCTIBLE

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, California, this endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Named Insured:

Endorsement Effective Date:

SCHEDULE

Waiver Of Collision Deductible	
Designation Or Description Of Covered "Auto"	Any Covered "auto" with BOTH Uninsured Motorist Coverage AND Collision Coverage.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. When Physical Damage Coverage provides coverage for a "loss" to a covered "auto" caused by its collision or upset, and:
1. The "loss" involves an "uninsured motor vehicle"; and
 2. You are legally entitled to recover the full amount of your "loss" from the owner or operator of the "uninsured motor vehicle"; and
 3. The Schedule indicates that the Waiver Of Collision Deductible provision applies to the covered "auto"; then

we will pay the full deductible. Subject to the above, if you are legally entitled to recover only a percentage of your "loss", we will pay that percentage of your deductible. However, if the amount of the "loss" is less than your deductible, we will pay the percentage of the "loss" that you are legally entitled to recover. In no event will we pay more than the amount of the "loss".

B. Conditions

1. The following is added to the **Conditions** section:

Arbitration

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or operator of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", the disagreement will be settled by a single neutral arbitrator. However, disputes concerning coverage under this endorsement may not be arbitrated. The arbitration must be formally instituted by the "insured" within one year from the date of the "accident". Each party will bear the expenses of the arbitrator equally.
- b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. The decision of the arbitrator will be binding.

2. Paragraph 2.a. of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition in the Business Auto and Motor Carrier Coverage Forms and Paragraph 2.a. of the **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** Condition in the Auto Dealers Coverage Form are replaced by the following:

- a. You must report the "accident" or "loss" to us or our agent within 10 business days. You must tell us how, when and where the "loss" happened. You must assist in obtaining names and addresses of any injured persons and witnesses.

C. Additional Definitions

As used in this endorsement:

1. For Physical Damage Coverage:

- a. "Auto" means a self-propelled motor vehicle. However, it does not include:
 - (1) A vehicle transporting persons for hire, compensation or profit, other than a van pool vehicle;

- (2) A vehicle designed, used or maintained primarily for the transportation of property; or

- (3) "Mobile equipment".

- b. "Uninsured motor vehicle" means a land motor vehicle or trailer which is involved in a collision with a covered "auto" and for which:

- (1) No liability bond or policy at the time of an "accident" provides at least the amount required for property damage liability by the California Financial Responsibility Law; or

- (2) The insuring or bonding company denies coverage or refuses to admit coverage except conditionally or with reservation or becomes insolvent.

The collision must involve direct physical contact between a covered "auto" and the "uninsured motor vehicle" and:

- (1) The owner or operator of that vehicle must be identified; or

- (2) The "uninsured motor vehicle" must be identified by its license number.

However, "uninsured motor vehicle" does not include any vehicle:

- (1) Owned or operated by a self-insurer under any applicable motor vehicle law except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;

- (2) Owned by a governmental unit or agency; or

- (3) Designed for use mainly off public roads while not on public roads.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOCIAL SERVICE AGENCIES – VOLUNTEERS AS INSUREDS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The following is added to the **Who Is An Insured** provision under **Covered Autos Liability Coverage**:

Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business. Anyone else who furnishes that "auto" is also an "insured".

POLICY NUMBER:

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any person or organization with whom you have a written contract currently in effect or becoming effective during the term of this policy.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

North American Specialty Insurance Company

FLORIDA LOSS CONTROL NOTICE

Pursuant to 69 FL ADC 69O-166.040 of the Florida Insurance Department, we are required to inform you of the availability of Florida loss control programs and to provide you with certain guidelines for a risk management plan upon your request.

At your request, we will put you in contact with a company to review your loss control program and to provide methods for assisting in the prevention of losses. For example, programs can be purchased which may entail such services as surveys/analysis for identifying exposures related to your specific operations, relevant training and counsel of your staff, adoption of relevant testing strategies, and evaluations of current loss control practices.

In accordance with 69 FL ADC 69O-166.040, we also wish to notify you that we will provide you with guidelines for a Florida risk management plan, upon your written request addressed to:

LeAnne Pope
Loss Control Consultant
1200 Main St. Suite 800
Kansas City, MO 64105

Such guidelines would offer instructions and criteria for basic direction on what you can do for your own operation to help contain losses.



**NORTH AMERICAN
ELITE INSURANCE COMPANY**
1200 Main Suite 800 Kansas City, MO 64105
Fax Number: 913-676-6226
Phone: 800-255-6931
A Stock Insurance Company

Policy Number: CWA0018330-02	From 11/15/2020	To 11/15/2021
12:01 A.M. Standard Time at the Address of the Insured assigned here		

Transaction

ITEM ONE: Named Insured and Mailing Address		Producer	
Panhandle Animal Welfare Society, Inc. dba: (57095) Paws, Inc. 752 Lovejoy Rd. Fort Walton Beach, FL 32548		Producer Code: 1009984 AMS Insurance Services, Inc. P.O. Box 8507 Santa Cruz, CA 95061-8507	
Business Description: Animal humane society and adoption center		Type of Business: Nonprofit	Audit Period: Annual

BUSINESS AUTO COVERAGE FORM DECLARATIONS

ITEM TWO: SCHEDULE OF COVERAGES AND COVERED AUTOS. This policy provides only those coverages where a charge is shown in the premium column below. Each coverage will apply only to those "autos" shown as covered "autos", indicated by the entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTO SYMBOLS	LIMIT OF INSURANCE		PREMIUM
		THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS		
LIABILITY	N/A	\$ EXCLUDED		\$ N/A
PERSONAL INJURY PROTECTION (or equivalent No-fault Coverage)	N/A	Separately stated in each P.I.P. endorsement minus \$ N/A Deductible		\$ N/A
ADDED PERSONAL INJURY PROT. (or equivalent added No-fault Coverage)	N/A	Separately stated in each Added P.I.P. endorsement.		\$ N/A
PROPERTY PROTECTION INS. (Michigan only)	N/A	Separately stated in the P.P.I. endorsement minus \$ N/A Deductible for each accident.		\$ N/A
AUTO MEDICAL PAYMENTS	N/A	\$ EXCLUDED		\$ N/A
UNINSURED MOTORIST (UM)	N/A	\$ EXCLUDED		\$ N/A
UNDERINSURED MOTORIST (UM) (When not included in Uninsured Motorists Coverage)	N/A	\$ EXCLUDED		\$ N/A
PHYSICAL DAMAGE COMPREHENSIVE COVERAGE	7	Actual Cash Value or Cost of Repair, whichever is less, see schedule for each covered auto, but no deductible applies to loss caused by lightning or fire. See ITEM FOUR for hired or borrowed "autos".		\$ 889
PHYSICAL DAMAGE SPECIFIED CAUSES OF LOSS COVERAGE	N/A	Actual Cash Value or Cost of Repair, whichever is less, minus \$ N/A deductible for each covered auto for loss caused by mischief or vandalism. See ITEM FOUR for hired or borrowed "autos".		\$ N/A
PHYSICAL DAMAGE COLLISION COVERAGE	7	Actual Cash Value or Cost of Repair, whichever is less, see schedule for each covered auto, but no deductible applies to loss caused by lightning or fire. See ITEM FOUR for hired or borrowed "autos"		\$ 1,297
TOWING AND LABOR	N/A	\$ N/A for each disablement of a private passenger "auto"		N/A
Premium for Endorsements				
Estimated Total Premium				\$2,186

ITEM THREE: SCHEDULE OF COVERED AUTOS YOU OWN - Refer to attached schedule.

Forms and Endorsements applicable to this Coverage Form :					
CA 00 01 10 13,	CA 01 28 06 17,	CA 02 67 06 17	IL 00 17 11 98,	SP 38 81 12 17,	SP 56 94 10 12

Named Insured Representative

The Cothron Group, Inc. (TCG)
1540 International Parkway, Suite 2000
Lake Mary, FL 32746
(407) 536-5226

Issued Date: 12/1/2020

Issuing Office: Santa Cruz

NAE-CA-DEC1 (04/12)

**NORTH AMERICAN
ELITE INSURANCE COMPANY**

Policy Number : CWA0018330-02
Named Insured: Panhandle Animal Welfare Society, Inc. dba: Pa
Producer : AMS Insurance Services, Inc.
Effective Date : 11/15/2020

ITEM THREE: SCHEDULE OF COVERED AUTOS YOU OWN

Covered Auto Number	DESCRIPTION Year, Make, Model, Body Type, Serial Number or Vehicle Identification Number(VIN)			PURCHASED		LOCATION	
				Original Cost New	Actual Cost & NEW (N) or USED (U)	State	Territory
1	2011	Chevrolet Express	1GCWGFA5B1108852	26,000		FL	171
2	2012	GMC Savana	1GTW7FCA6C1123460	26,500		FL	171
3	2015	Ford Transit Connect	NM0GE9E76F1210662	25,000		FL	171
4	2015	Ford Transit Connect	NM0GE9E70F1209698	25,000		FL	171
5	2016	Elite Trailers Trailer	5THBV1625GC003839	10,000		FL	171
6	2003	Beet Trailer Invalid Vin	1B916SBC031277808	10,000		FL	171
7	2014	Homemade Trailer Invalid VIN (check digit 1000177141111111 failed);		10,000		FL	171
8	2003	K-Z Trailer	4EZTS22243S071842	10,000		FL	171

Covered Auto Number	CLASSIFICATION							
	Code	Radius of Operation	Business Use	Size, GVW, GCW or Seating Capacity	Primary Rating Factors		Secondary Rating Factors	Age Group
					Liability	Physical Damage		
0								12
0								12
1	01599							11
2	01599							10
3	01599							7
4	01599							7
5	67599							6
6	67599							12
7	69599							8
8	69599							12

FL

* Absence of a deductible or limit entry in any column above means that the limit or deductible entry in the corresponding ITEM TWO column applies instead.

**NORTH AMERICAN
ELITE INSURANCE COMPANY**

Policy Number : CWA0018330-02
Named Insured: Panhandle Animal Welfare Society, Inc. dba: Pa
Producer : AMS Insurance Services, Inc.
Effective Date : 11/15/2020

ITEM THREE: SCHEDULE OF COVERED AUTOS YOU OWN

COVERAGES - PREMIUMS, LIMITS AND DEDUCTIBLES * (Continued)										
Covered Auto Number	Auto Medical Payments		Physical Damage Comprehensive Coverage		Physical Damage Specified Causes of Loss Coverage		Physical Damage Collision Coverage		Towing & Labor	
	Limit	Premium	Limit stated in ITEM TWO minus deductible shown below	Premium	Limit stated in ITEM TWO minus deduct. shown below	Premium	Limit stated in ITEM TWO minus deduct. shown below	Premium	Limit per Disable.	Premium
1			250	160			250	223	N/A	N/A
2			250	172			250	244	N/A	N/A
3			250	164			250	265	N/A	N/A
4			250	164			250	265	N/A	N/A
5			250	91			250	133	N/A	N/A
6			250	58			250	67	N/A	N/A
7			250	48			250	62	N/A	N/A
8			250	32			250	38	N/A	N/A
				889				1,297		0

FL

* Absence of a deductible or limit entry in any column above means that the limit or deductible entry in the corresponding ITEM TWO column applies instead.

In Witness Whereof, the issuing Company has caused this policy to be signed officially below.

Wou garsde

President

Elissa B. Kenny

Secretary

North American Elite Insurance Company

SUMMARY SCHEDULE OF AUTOS

ANI-RRG - Auto Liability Policy Number: 2020-57095

Page 1 of 1

NAE - Auto Physical Damage Policy Number: CWA0018330-02

Name of Insured: Panhandle Animal Welfare Society, Inc. dba: Paws, Inc.

ANI-RRG Vehicle #	NAE Vehicle #	DESCRIPTION	VIN
1		2006 Chevrolet	1GCGG25V861145798
2	1	2011 Chevrolet	1GCWGFCA5B1108852
3	2	2012 GMC	1GTW7FCA6C1123460
4	3	2015 Ford	NM0GE9E76F1210662
5	4	2015 Ford	NM0GE9E70F1209698
6	5	2016 Elite Trailers	5THBV1625GC003839
7	6	2003 Beet Trailer	1B916SBC031277808
8	7	2014 Homemade Trailer	10001771411111111
9	8	2003 K-Z	4EZTS22243S071842
10		2008 Chevrolet	1GCGG29C881231544
11		2001 Chevrolet	3GNFK16T01G205124
12		2002 Chevrolet	1GNEK13V42J309522

This schedule is not part of any policy. It is for your information only.
Please refer to the policy for the limits, coverages and exclusions that may apply to any vehicle.



NORTH AMERICAN ELITE INSURANCE COMPANY
INDEX OF FORMS ATTACHED TO THE POLICY
POLICY NUMBER: CWA0018330-02

NAME OF INSURED: Panhandle Animal Welfare Society, Inc. dba: Paws, Inc.

Page: 1

AUTO PD FORMS AND ENDORSEMENTS

FORM NUMBER / EDITION DATE

Business Auto Coverage Form	CA 00 01 10 13
Florida Changes	CA 01 28 06 17
Florida Changes - Cancellation and Nonrenewal	CA 02 67 06 17
Employee Hired Autos	CA 20 54 10 13
Common Policy Conditions	IL 00 17 11 98
NAE Signature Form	SP 38 81 12 17
International Trade or Economic Sanctions	SP 56 94 10 12

This list of forms is not part of the actual policy, but is for your information only.
Please refer to the policy(s) for actual limits, coverages and exclusions.

BUSINESS AUTO COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5	Owned "Autos" Subject To No-fault	Only those "autos" you own that are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have no-fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Non-owned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households but only while used in your business or your personal affairs.

19	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.
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B. Owned Autos You Acquire After The Policy Begins

1. If Symbols 1, 2, 3, 4, 5, 6 or 19 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol 7 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
 - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Covered Autos Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Covered Autos Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. "Loss"; or
 - e. Destruction.

SECTION II – COVERED AUTOS LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Covered Autos Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - (1) The owner or anyone else from whom you hire or borrow a covered "auto".

This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

- (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
- (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
- (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company) or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
- (5) A partner (if you are a partnership) or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

2. Coverage Extensions

a. Supplementary Payments

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

b. Out-of-state Coverage Extensions

While a covered "auto" is away from the state where it is licensed, we will:

- (1) Increase the Limit of Insurance for Covered Autos Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That the "insured" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
 - (1) Employment by the "insured"; or
 - (2) Performing the duties related to the conduct of the "insured's" business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

"Bodily injury" to:

- a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or
- b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph a. above.

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or

- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

9. Operations

"Bodily injury" or "property damage" arising out of the operation of:

- a. Any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment"; or
- b. Machinery or equipment that is on, attached to or part of a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph a. or b. above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed;
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site; or
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts if:

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

12. War

"Bodily injury" or "property damage" arising directly or indirectly out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit Of Insurance for Covered Autos Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

SECTION III – PHYSICAL DAMAGE COVERAGE

A. Coverage

1. We will pay for "loss" to a covered "auto" or its equipment under:

a. Comprehensive Coverage

From any cause except:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

b. Specified Causes Of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

c. Collision Coverage

Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

2. Towing

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$20 per day, to a maximum of \$600, for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicates that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicates that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

- (3) Collision only if the Declarations indicates that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".
 - a. **Nuclear Hazard**
 - (1) The explosion of any weapon employing atomic fission or fusion; or
 - (2) Nuclear reaction or radiation, or radioactive contamination, however caused.
 - b. **War Or Military Action**
 - (1) War, including undeclared or civil war;
 - (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.
3. We will not pay for "loss" due and confined to:
 - a. Wear and tear, freezing, mechanical or electrical breakdown.
 - b. Blowouts, punctures or other road damage to tires.

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".
4. We will not pay for "loss" to any of the following:
 - a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.

- b. Any device designed or used to detect speed-measuring equipment, such as radar or laser detectors, and any jamming apparatus intended to elude or disrupt speed-measuring equipment.
 - c. Any electronic equipment, without regard to whether this equipment is permanently installed, that reproduces, receives or transmits audio, visual or data signals.
 - d. Any accessories used with the electronic equipment described in Paragraph c. above.
5. Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:
 - a. Permanently installed in or upon the covered "auto";
 - b. Removable from a housing unit which is permanently installed in or upon the covered "auto";
 - c. An integral part of the same unit housing any electronic equipment described in Paragraphs a. and b. above; or
 - d. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.
 6. We will not pay for "loss" to a covered "auto" due to "diminution in value".

C. Limits Of Insurance

1. The most we will pay for:
 - a. "Loss" to any one covered "auto" is the lesser of:
 - (1) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (2) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
 - b. All electronic equipment that reproduces, receives or transmits audio, visual or data signals in any one "loss" is \$1,000, if, at the time of "loss", such electronic equipment is:
 - (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

- (2) Removable from a permanently installed housing unit as described in Paragraph **b.(1)** above; or
- (3) An integral part of such equipment as described in Paragraphs **b.(1)** and **b.(2)** above.

- 2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
- 3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

SECTION IV – BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
 - (1) How, when and where the "accident" or "loss" occurred;

- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

b. Additionally, you and any other involved "insured" must:

- (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
- (4) Authorize us to obtain medical records or other pertinent information.
- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

c. If there is "loss" to a covered "auto" or its equipment, you must also do the following:

- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
- (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
- (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
- (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Covered Autos Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

4. Loss Payment – Physical Damage Coverages

At our option, we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Other Insurance

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own; or
- (2) Primary while it is connected to a covered "auto" you own.

- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".

- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- (1) The United States of America;
- (2) The territories and possessions of the United States of America;
- (3) Puerto Rico;
- (4) Canada; and
- (5) Anywhere in the world if a covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less,

provided that the "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada, or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us applies to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

SECTION V – DEFINITIONS

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. "Auto" means:
 1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or

2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these.

- D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:

- (1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";
- (2) Otherwise in the course of transit by or on behalf of the "insured"; or
- (3) Being stored, disposed of, treated or processed in or upon the covered "auto";

- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraph **6.b.** or **6.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
 - (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.
- E.** "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
- F.** "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- G.** "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.
- H.** "Insured contract" means:
1. A lease of premises;
 2. A sidetrack agreement;
 3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; or
6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
 - b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
 - c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- I.** "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- J.** "Loss" means direct and accidental loss or damage.
- K.** "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 2. Vehicles maintained for use solely on or next to premises you own or rent;
 3. Vehicles that travel on crawler treads;

4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;
5. Vehicles not described in Paragraph 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers; or
6. Vehicles not described in Paragraph 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
 - a. Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing; or
 - (3) Street cleaning;
 - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well-servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

- L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- M. "Property damage" means damage to or loss of use of tangible property.
- N. "Suit" means a civil proceeding in which:
 1. Damages because of "bodily injury" or "property damage"; or
 2. A "covered pollution cost or expense";
 to which this insurance applies, are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.
- O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- P. "Trailer" includes semitrailer.

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

- a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYEE HIRED AUTOS

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Changes In Covered Autos Liability Coverage

The following is added to the **Who Is An Insured** Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

B. Changes In General Conditions

Paragraph **5.b.** of the **Other Insurance** Condition in the Business Auto and Auto Dealers Coverage Forms and Paragraph **5.f.** of the **Other Insurance – Primary And Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent or borrow; and

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Florida, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Covered Autos Liability Coverage is changed as follows:

Paragraph (5) of **a. Supplementary Payments** under **Coverage Extensions** in the Auto Dealers, Business Auto and Motor Carrier Coverage Forms is replaced by the following:

We will pay for the "insured":

- (5) All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".

B. Physical Damage Coverage is changed as follows:

1. No deductible applies under Specified Causes Of Loss or Comprehensive Coverage for "loss" to glass used in the windshield.
2. All other **Physical Damage Coverage** provisions will apply.

C. Paragraph 1. of Loss Conditions, Appraisal For Physical Damage Loss, is replaced by the following:

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". Upon notice of a demand for appraisal, the opposing party may, prior to appraisal, demand mediation of the dispute in accordance with the Mediation provision contained in this endorsement. The mediation must be completed before a demand for appraisal can be made. In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and

b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

D. The General Conditions are amended as follows:

1. The following is added to the **Other Insurance** Condition in the Auto Dealers and Business Auto Coverage Forms, and **Other Insurance – Primary And Excess Provisions** Condition in the Motor Carrier Coverage Form:

a. When this Coverage Form and any other Coverage Form or policy providing liability coverage applies to an "auto" and:

- (1) One provides coverage to a lessor of "autos" for rent or lease; and
- (2) The other provides coverage to a person not described in Paragraph **D.1.a.(1)**;

then the Coverage Form or policy issued to the lessor described in Paragraph **D.1.a.(1)** is excess over any insurance available to a person described in **D.1.a.(2)** if the face of the lease or rental agreement contains, in at least 10 point type, the following language:

The valid and collectible liability insurance and personal injury protection insurance of any authorized rental or leasing driver is primary for the limits of liability and personal injury protection coverage required by FLA. STAT. SECTION 324.021(7) and FLA. STAT. SECTION 627.736.

2. The following condition is added to the Auto Dealers, Business Auto and Motor Carrier Coverage Forms:

Mediation

1. In any claim filed by an "insured" with us for:

a. "Bodily injury" in an amount of \$10,000 or less, arising out of the ownership, operation, use or maintenance of a covered "auto";

b. "Property damage" in any amount, arising out of the ownership, operation, maintenance or use of a covered "auto"; or

c. "Loss" to a covered "auto" or its equipment, in any amount;

either party may make a written demand for mediation of the claim prior to the institution of litigation.

2. A written request for mediation must be filed with the Florida Department of Financial Services on an approved form, which may be obtained from the Florida Department of Financial Services.
3. The request must state:
 - a. Why mediation is being requested.
 - b. The issues in dispute, which are to be mediated.
4. The Florida Department of Financial Services will randomly select mediators. Each party may reject one mediator, either before or after the opposing side has rejected a mediator. The mediator will notify the parties of the date, time and place of the mediation conference. The mediation conference will be held within 45 days of the request for mediation. The conference will be held by telephone if feasible. Participants in the mediation conference must have the authority to make a binding decision, and must mediate in good faith. Each party will bear the expenses of the mediation equally, unless the mediator determines that one party has not mediated in good faith.
5. Only one mediation may be requested for each claim unless all parties agree to further mediation. A party demanding mediation shall not be entitled to demand or request mediation after a suit is filed relating to the same facts already mediated.
6. The mediation shall be conducted as an informal process and formal rules of evidence and procedures need not be observed.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Paragraph **A.2.b.** of the Common Policy Conditions, **Cancellation**, is replaced by the following:

b. 45 days before the effective date of cancellation if we cancel for any other reason.

B. Paragraphs **A.4.** and **A.5.** of the Common Policy Conditions, **Cancellation**, are replaced by the following:

- 4.** Notice of cancellation will state the effective date of, and reason(s) for, the cancellation. The policy period will end on that date.
- 5.** If this Policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. If the return premium is not refunded with the notice of cancellation or when this Policy is returned to us, we will mail the refund within 15 working days after the date cancellation takes effect, unless this is an audit policy.

If this is an audit policy, then, subject to your full cooperation with us or our agent in securing the necessary data for audit, we will return any premium refund due within 90 days of the date cancellation takes effect. If our audit is not completed within this time limitation, then we shall accept your own audit, and any premium refund due shall be mailed within 10 working days of receipt of your audit.

The cancellation will be effective even if we have not made or offered a refund.

C. The following is added to Paragraph **A.** of the Common Policy Conditions, **Cancellation**:

7. If this Policy provides Personal Injury Protection, Property Damage Liability Coverage or both and:

a. It is a new or renewal policy, it may not be cancelled by the first Named Insured during the first 60 days immediately following the effective date of the Policy or renewal, except for one of the following reasons:

- (1)** The covered "auto" is completely destroyed such that it is no longer operable;

- (2) Ownership of the covered "auto" is transferred; or
 - (3) The Named Insured has purchased another policy covering the motor vehicle insured under this Policy.
- b. It is a new policy, we may not cancel it during the first 60 days immediately following the effective date of the Policy for nonpayment of premium unless a check used to pay us is dishonored for any reason or any other type of premium payment is subsequently determined to be rejected or invalid.

D. The following condition is added:

Nonrenewal

- 1. If we decide not to renew or continue this Policy, we will mail you notice at least 45 days before the end of the policy period. If we offer to renew or continue and you do not accept, this Policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

- 2. If we fail to mail proper notice of nonrenewal and you obtain other insurance, this Policy will end on the effective date of that insurance.
- 3. Notice of nonrenewal will state the reason(s) for the nonrenewal and the effective date of nonrenewal. The policy period will end on that date.

North American Elite Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INTERNATIONAL TRADE OR ECONOMIC SANCTIONS

This endorsement modifies insurance provided under the following:

Businessowners Coverage Form
Business Auto Coverage Form

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any jurisdiction applicable to that insurer.

All other terms and conditions of this policy remain unchanged.

EVIDENCE OF MEMBERSHIP

Alliance of Nonprofits for Insurance, Risk Retention Group (ANI)

Pursuant to the Articles of Incorporation and Amended and Restated Bylaws ["Bylaws"] of Alliance of Nonprofits for Insurance Risk Retention Group, Inc. ["the Corporation"], this Certificate evidences the membership of

Panhandle Animal Welfare Society, Inc. dba: Paws, Inc.

as a Member of the Corporation during such time as it satisfies all the requirements for eligibility for membership as set forth in Article II, Section 1 of the Bylaws. The term of membership is set forth in Article II, Section 2 of the Bylaws.

A Member may not transfer its membership or any rights arising therefrom except in accordance with Article II, Section 4 of the Bylaws.

The rights of Members to elect Directors, to vote on matters submitted to the membership of the Corporation for decision and to attend meetings of the Corporation are all as further set forth in Article II of the Bylaws.

A copy of the Bylaws of the Corporation is available online at www.insurancefor nonprofits.org

Offered with reference to Policy No 2020-57095

November 15, 2020

Alliance of Nonprofits for Insurance, Risk Retention Group, Inc. Issuing Office: Santa Cruz, CA



**ALLIANCE OF
NONPROFITS FOR
INSURANCE**

A Head for Insurance. A Heart for Nonprofits.

**ALLIANCE OF NONPROFITS FOR INSURANCE
RISK RETENTION GROUP (ANI)**

www.insurancefornonprofits.org

COMMERCIAL UMBRELLA POLICY DECLARATIONS

PRODUCER: POLICY NUMBER: 2020-57095-UMB
 The Cothron Group, Inc. (TCG)
 1540 International Parkway, Suite 2000
 Lake Mary, FL 32746 RENEWAL OF NUMBER: 2019-57095-UMB

Item 1 NAME OF INSURED AND MAILING ADDRESS:
 Panhandle Animal Welfare Society, Inc. dba: Paws, Inc.
 752 Lovejoy Rd.
 Fort Walton Beach, FL 32548

Item 2 POLICY PERIOD: FROM 11/15/2020 TO 11/15/2021
 BUSINESS DESCRIPTION: AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE
 Animal humane society and adoption center

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS
 POLICY, WE AGREE WITH YOU TO PROVIDE THE COVERAGE AS STATED IN THIS POLICY.

Item 3 **THE ANNUAL AND MINIMUM PREMIUM DUE AT INCEPTION:** **\$7,690**

Item 4 **LIMITS OF INSURANCE:**

a.	Each Occurrence (other than Directors' & Officers' Liability, Improper Sexual Conduct and Physical Abuse Liability, and Social Service Professional Liability)	5,000,000
	Each Wrongful Act - Directors' & Officers' Liability	Excluded
	Each Occurrence - Improper Sexual Conduct Liability	Excluded
	Each Occurrence - Social Service Professional Liability	Excluded
b.	Products Completed Operations Aggregate [(where applicable)]	5,000,000
c.	General Aggregate	5,000,000
d.	Directors' & Officers' Liability Aggregate	Excluded
e.	Improper Sexual Conduct Liability Aggregate	Excluded
f.	Social Services Professional Liability Aggregate	Excluded

Item 5 **RETROACTIVE DATES - SEE SCHEDULE OF UNDERLYING INSURANCE**

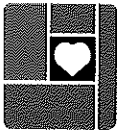
FORMS AND ENDORSEMENTS ATTACHED TO THIS POLICY AT INCEPTION (NUMBER AND EDITION DATE):
 ANI-E003 UMB 08 20, ANI-RRG-E42 UMB 09 19, CU 21 33 01 15, SCHEDULE A 01 80, UMB 231 06 16, UMB 232 06 16, UMB-100 08 18, UMB61 05 13

These declarations and the common policy declarations, if applicable, together with the common policy conditions, coverage form(s) and forms and endorsements, if any, issued to form a part thereof, complete the above numbered policy.

"NOTICE

This policy is issued by your risk retention group. Your risk retention group may not be subject to all of the insurance laws and regulations of your State. State insurance insolvency guaranty funds are not available for your risk retention group."

BY *Panel C. Q.*
 (AUTHORIZED REPRESENTATIVE)
 COUNTERSIGNED: 12/1/2020



SCHEDULE A - SCHEDULE OF UNDERLYING INSURANCE

POLICY NUMBER: 2020-57095-UMB

CONTROL NUMBER: 57095

NAME OF INSURED: Panhandle Animal Welfare Society, Inc. dba: Paws, Inc.

TYPE OF POLICY	APPLICABLE LIMITS	INSURER POLICY #	APPLICABLE PERIOD
(A) Automobile Liability Business Auto	Bodily Injury and Property Damage Combined Single Limit \$1,000,000 Uninsured/Underinsured Motorist N/A	ANI-RRG 2020-57095	11/15/2020 to 11/15/2021
(Does not include: Terrorism Coverage - Certified Acts)			
(B) Commercial General Liability	Each Occurrence Limit \$1,000,000 General Aggregate Limit \$3,000,000 Products/Completed Operations Aggregate Limit \$3,000,000 Personal & Advertising Injury Limit \$1,000,000 Damage to Premises Rented to You N/A (any one premises)	ANI 2020-57095	11/15/2020 to 11/15/2021
(Does not include: Terrorism Coverage - Certified Acts)			
(C) Social Service Professional Liability	Each Occurrence Limit N/A Aggregate Limit N/A		
(D) Standard Workers Compensation & Employers Liability	Coverage B - Employers Liability Bodily Injury by Accident N/A Bodily Injury by Disease N/A Bodily Injury by Disease N/A	Each Accident Each Employee Policy Limit	
(E) Improper Sexual Conduct and Physical Abuse	Each Occurrence Limit N/A General Aggregate Limit N/A		
(F) Directors' And Officers'	Each Wrongful Act Limit N/A Aggregate Limit N/A		
(G) Liquor Liability	Each Common Cause Limit N/A Aggregate Limit N/A		
(H) Employee Benefits Liability	Each Employee N/A Aggregate Limit N/A		



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RISK RETENTION GROUP (ANI)**

www.insurancefornonprofits.org

INDEX OF FORMS ATTACHED TO THE POLICY

POLICY NUMBER: 2020-57095-UMB

NAME OF INSURED: Panhandle Animal Welfare Society, Inc. dba: Paws, Inc.

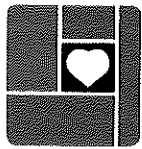
Page 1

UMBRELLA FORMS AND ENDORSEMENTS

FORM NUMBER/EDITION DATE

Member Criteria	ANI-E003 UMB 08 20
Nuclear, Chemical and Biological Hazard Exclusion	ANI-RRG-E42 UMB 09
Exclusion of Terrorism	CU 21 33 01 15
Schedule A - Schedule of Underlying Insurance	SCHEDULE A 01 80
Privacy Liability and Cyber Coverage Exclusion	UMB 231 06 16
Medical Payments Exclusion	UMB 232 06 16
Commercial Umbrella Coverage Form	UMB-100 08 18
Employers' Liability Exclusion	UMB61 05 13

This list of forms is not part of the actual policy, but is for your information only.
Please refer to the policy(s) for actual limits, coverages and exclusions.



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COMMERCIAL UMBRELLA POLICY

THIS POLICY PROVIDES COVERAGE ON A CLAIMS-MADE BASIS IF THE UNDERLYING INSURANCE PROVIDES CLAIMS-MADE COVERAGE. IF COVERAGE WITHIN THIS POLICY IS PROVIDED ON A CLAIMS-MADE BASIS, IT APPLIES ONLY TO CLAIMS MADE AGAINST AN INSURED AND REPORTED TO US DURING THIS POLICY'S PERIOD OR ANY EXTENDED REPORTING PERIOD THAT MAY APPLY. IF COVERAGE WITHIN THIS POLICY IS PROVIDED ON A CLAIMS-MADE BASIS, THIS COVERAGE APPLIES ONLY TO DAMAGES ARISING FROM AN ACT, ERROR OR OMISSION COMMITTED ON OR AFTER THE RETROACTIVE DATE SHOWN IN THE DECLARATIONS OF THE UNDERLYING CLAIMS-MADE POLICY(S) BUT PRIOR TO THE END OF THIS POLICY'S PERIOD, NOT INCLUDING AN EXTENDED REPORTING PERIOD. PLEASE READ THIS POLICY CAREFULLY TO DETERMINE YOUR RIGHTS AND OBLIGATIONS.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we," "us" and "our" refer to the Company issuing this policy.

Other words and phrases that appear in quotation marks have special meanings found in Section 6 - DEFINITIONS.

SECTION 1. INSURING AGREEMENT

A. Excess Liability Insurance (Following Form)

We will pay on behalf of an insured those sums in excess of the amount payable under the terms of any "Underlying Insurance" as stated in the "Schedule of Underlying Insurance" that an insured becomes legally obligated to pay as damages to which this insurance applies. This Excess Liability Insurance is excess insurance and follows the "Underlying Insurance" except as otherwise stated in this policy. This Excess Liability Insurance is subject to the same terms, conditions, warranties, agreements, exclusions, endorsements and definitions contained in the "Underlying Insurance" except as otherwise provided in this policy; provided, however, in no event will this insurance apply unless the "Underlying Insurance" applies or would apply but for the exhaustion of the applicable Limit of Liability in the "Underlying Insurance."

B. Extended Reporting

1. Extended Reporting Periods

If the "Underlying Insurance" provides coverage on a claims-made basis and this policy provides coverage on a claims-made basis, then we will provide an Automatic Extended Reporting Period as described in subparagraph 2 below and, if you purchase it,

an Optional Extended Reporting Period as described in subparagraph 3 below, IF,

- a. this insurance is cancelled or not renewed for any reason other than non-payment of premium; or
- b. we renew or replace this insurance with other insurance that:
 - (1) has a Retroactive Date later than the Retroactive Date shown in the Declarations of this policy; or
 - (2) does NOT apply to damage on a claims-made basis.

If the "Underlying Insurance" does not provide an Extended Reporting Period then we will not offer and will not provide an Extended Reporting Period.

2. Automatic Extended Reporting Period

If the "Underlying Insurance" provides coverage on a claims-made basis then an Automatic Extended Reporting Period, equal in length to the Automatic Extended Reporting Period provided in the applicable "Underlying Insurance," is automatically provided, except when this insurance is cancelled or not renewed because of non-payment of premium. The Automatic Extended Reporting Period does NOT apply to a claim that is covered under any subsequent insurance you purchase, or that would be covered, but for exhaustion of the amount of insurance otherwise applicable to such claim.

3. Optional Extended Reporting Period

- a. If the "Underlying Insurance" provides coverage on a claims-made basis then an Optional Extended Reporting Period is available only by an endorsement and for an additional charge. The Optional Extended Reporting Period starts at the end of this policy, either by cancellation or expiration, and will be equal in length to the Optional Extended Reporting Period you purchase as to the applicable "Underlying Insurance." A "claim" first made during this Optional Extended Reporting Period will be deemed to have been made during the policy period of this policy, and will be subject to the Limits of Liability set forth in SECTION 2 - LIMITS OF LIABILITY.
- b. The Named Insured listed in the Declarations to this policy must give us a written request for the Optional Extended Reporting Period, together with payment of the appropriate premium, within 30 days after the cancellation or non-renewal of this policy. This additional premium shall be fully earned at the inception of the Optional Extended Reporting Period.
- c. We will determine the additional premium for the Optional Extended Reporting Period in accordance with our rates.
- d. The Optional Extended Reporting Period is excess over any other insurance available under a policy or policies in force after the Optional Extended Reporting Period starts.

4. How Optional Extended Reporting Period Applies

- a. The Optional Extended Reporting Period applies only to damages arising from acts, errors or omissions committed before the end of this policy period, but not before the Retroactive Date shown in the Declarations, and not including an Extended Reporting Period. The Optional Extended Reporting Period does NOT:
 - i. extend this policy's period or change the scope of coverage provided;

- ii. reinstate or increase the Limits of Liability applicable to any "claim" or "suit" to which this insurance applies.

5. Notification of us of a Claim or Suit

Notification of a "claim" or "suit" must be in accordance with Duties In The Event Of A Claim Or Suit as stated in Provision F.2. of SECTION 5 - CONDITIONS of this policy. Any insured's failure to comply with the Duties In The Event Of A Claim Or Suit as stated in SECTION 5 - CONDITIONS of this policy will void the Optional Extended Reporting Period coverage under this policy, and we will promptly refund any additional premium you paid for the Optional Extended Reporting Period .

SECTION 2. LIMITS OF LIABILITY

- A. The Limits of Liability shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 1. persons and organizations who are insureds under this policy;
 2. coverages provided under this policy;
 3. "claims" made and/or "suits" brought against any or all insureds; or
 4. persons or organizations making a "claim" or bringing a "suit".
- B. The Products Completed Operations Aggregate as stated in Item 4.b. of the policy Declarations is the most we will pay for all damages to which this policy applies because of injury and damages included in the products-completed operations hazard.
- C. The Directors and Officers Liability Aggregate as stated in Item 4.d. of the Declarations to this policy is the most we will pay for all damages to which this policy applies for Directors and Officers Liability.
- D. The Improper Sexual Conduct and Physical Abuse Aggregate as stated in Item 4.e. of the Declarations to this policy is the most we will pay for all damages to which this policy applies for Improper Sexual Conduct and Physical Abuse Liability.
- E. The Social Service Professional Liability Aggregate as stated in Item 4.f. of the Declarations to this policy is the most we will pay for all damages to which this policy applies for Social Service Professional Liability.

- F. The General Aggregate as stated in Item 4.c. of the Declarations to this policy is the most we will pay for all damages to which this policy applies.
 - G. If the Limit of Liability of the "Scheduled Underlying Policy" as stated in the "Schedule of Underlying Insurance" has been exhausted by payments made on behalf of any insured by the "Underlying Insurer," this policy shall apply in the same manner as the applicable "Underlying Insurance," subject to all the terms and conditions of such "Underlying Insurance" and the terms and conditions of this policy. If the Limit of Liability of the "Underlying Insurance" as stated in the "Schedule of Underlying Insurance" has been reduced by payments made on behalf of any insured by the "Underlying Insurer," this policy will drop down to become immediately excess of the reduced limit of the "underlying Insurance."
 - H. The Limits of Insurance of the "Scheduled Underlying Policy" will be reduced or exhausted only by payments made on behalf of an insured for injury or damage to which this insurance would apply, but for the amount of such injury or damage.
 - I. The Limits of Insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations to this policy, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limit of Insurance. Any Extended Reporting Period will not increase the applicable Limit of Insurance.
- 2. If the "Underlying Insurance" does not include payments of "defense expenses" as part of its Limits of Liability, but instead indicates that the payment of "defense expenses" will not reduce the Limits of Liability, then when excess of such "Underlying Insurance," our payment of "defense expenses" will not reduce the available Limits of Liability.
 - 3. The "defense expenses" extended by this policy will be subject to the same provisions as the "defense expenses" extended by the "Underlying Insurance."
- B. We will not defend any "suit" or "claim" after we have exhausted the applicable Limit of Liability as stated in the Declarations. If we are prevented by law from carrying out this paragraph, we will NOT pay any "defense expenses" incurred without our written consent.
 - C. In all circumstances for which paragraph A above is not applicable, we will NOT be obligated to assume charges or pay expenses for the investigation, settlement or defense of any "claim" made, or "suit" brought, or proceedings instituted against any insured. We will, however, have the right in our sole discretion to participate in the defense and trial of any "claim", "claims", "suits" or proceedings which may involve the coverage extended by this policy. If we avail ourselves of this right, we will do so at our expense.

SECTION 4. EXCLUSIONS OR SUBLIMITS

SECTION 3. DEFENSE PROVISIONS

- A. We will have the same defense obligations under this policy as are in the applicable "Underlying Insurance" when the applicable Limits of Liability of the "Underlying Insurance," plus the applicable limits of any other applicable insurance, have been exhausted by payments made on behalf of an insured.
 - 1. If the "Underlying Insurance" includes payments of "defense expenses" as part of its Limits of Liability, then when excess of such "Underlying Insurance," our payment of any "defense expenses" is within the applicable Limits of Liability of this policy and each payment we make for such "defense expenses" reduces the available Limits of Liability by the amount of the payment.
- B. Notwithstanding Provision A within Section 1, the coverage identified in the Declarations to this policy is the only coverage extended by this policy. If an "Underlying Insurance" includes exclusions with exceptions and specified sub-limits, this policy will not provide coverage in excess of the specified sub-limit, unless a separate sub-limit is identified specifically within the Declarations to this policy. If an "Underlying Insurance" includes Additional Coverages with specified limits, this policy will not provide coverage in excess of the specified Additional Coverage, unless a limit for that Additional Coverage is specifically identified within the Declarations to this policy. If an "Underlying Insurance" includes an extension of a specified

coverage with a limit specific to that coverage, this policy will not provide coverage excess to that specified coverage unless a separate limit is specifically identified within the Declarations to this policy.

(10 days in the event of non-payment of premium) in advance of the cancellation date. Our notice of cancellation will be mailed to your last known address shown in the Declarations to this policy and will indicate the date on which coverage is terminated.

SECTION 5. CONDITIONS

A. Appeals

We can appeal a judgment against any insured under this policy if:

1. the judgment is for more than the remaining Limits of Liability under the "Underlying Insurance"; and
2. the insured or the "Underlying Insurer" do not appeal it.

If we appeal the judgment, we will pay the costs of that appeal and any interest on those costs. Those payments will be in addition to the Limits of Liability of this policy, unless the "Underlying Insurance" includes payment of expenses incurred in an appeal as part of its Limit of Liability, in which case the costs of the appeal and any interest on those costs will decrease the applicable Limit of Liability.

B. Audit of Books and Records

We may audit your books and records at any time during the term of this insurance or within three years after its expiration or termination.

C. Financial Impairment

Bankruptcy, insolvency, rehabilitation, receivership, liquidation, or other financial impairment of any insured or any insurer providing "Underlying Insurance" as stated in the "Schedule of Underlying Insurance," shall neither relieve nor increase any of our obligations under this policy. In the event there is a diminished recovery or no recovery available to any insured as a result of such financial impairment of any insurer providing "Underlying Insurance," the coverage under this policy shall apply only in excess of the Limits of Liability stated in the "Schedule of Underlying Insurance." Under no circumstances will we be required to drop down and replace the underlying Limits of Liability or assume any other obligations of a financially impaired insurer or an insured.

D. Cancellation

You may cancel this policy at any time by sending us a written request or by returning the policy stating the date of cancellation.

1. We may cancel this policy at any time by sending to you a notice of cancellation 30 days

2. If cancellation is at your request, return premium will be computed at 90% of pro rata. If we cancel, return premium will be computed pro rata. If this policy insures more than one Named Insured, cancellation may be effected by the first Named Insured in the Declarations to this policy for the account of all Named Insureds. Notice of cancellation by us to such first Named Insured will be deemed notice to all insureds and payment of any return premium to such first Named Insured will be for the account of all insureds.
3. In the event that provisions of this condition conflict with any state law or regulation governing the cancellation/nonrenewal of this policy, then such law or regulation shall prevail and this policy is amended to conform with such law or regulation.

E. Changes

Notice to any agent or knowledge possessed by any agent or by any other person will not effect a waiver or a change in any part of this policy. This policy can only be changed by a written endorsement that becomes part of this policy. The endorsement must be signed by one of our authorized representatives.

F. Duties in the Event of a Claim or Suit

1. You must see to it that we are notified as soon as practicable of an accident, occurrence, offense or event that may result in a "claim" or "suit." To the extent possible and subject to the requirements of Section 1 above, notice should include:
 - a. how, when and where the activities which form the basis of any potential "claim" or "suit" took place;
 - b. the names and addresses of any injured persons and witnesses; and
 - c. the nature and location of any injury or damage arising out of the activities which form the basis for any potential "claim" or "suit."
2. If a "claim" is made or "suit" is brought against any insured, you must:

- a. immediately record the specifics of the "claim" or "suit" and the date received;
 - b. notify us as soon as practicable and immediately provide to us written notice of the "claim" or "suit;" and
 - c. if the "Underlying Insurance" is on a claims-made form, you must provide written notice to us in conformance with the applicable claims-made temporal conditions included within the "Underlying Insurance."
3. You and any other involved insured must:
- a. immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";
 - b. authorize us to obtain records and other information;
 - c. cooperate with us in the investigation, settlement or defense of the "claim" or "suit"; and
 - d. assist us, upon our request, in the enforcement of any right against any person or organization, which may be liable to the insured because of injury or damage to which this insurance may also apply.
4. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

G. Maintenance of Scheduled Underlying Insurance

While this policy is in effect you agree to maintain the "Underlying Insurance" listed in the "Schedule of Underlying Insurance" in full force. This means that:

1. the "Scheduled Underlying Policy" or "Scheduled Underlying Policies" may not be cancelled or not renewed by either you or the "Underlying Insurer" without notifying us;
2. renewals or replacements will not be more restrictive in coverage than the "Underlying Insurance" listed in the "Schedule of Underlying Insurance";
3. the terms, conditions and endorsements of the "Underlying Scheduled Insurance" will not materially change;
4. the risk of uncollectibility (in whole or in part) of the "Underlying Scheduled Insurance" limit as listed in the "Schedule of Underlying Insurance," or replacements thereof, whether because of financial impairment or insolvency of an "Underlying Insurer" or for any other reason, is expressly retained by you and is not

in any way or under any circumstances insured or assumed by us; and

5. limits of "Underlying Insurance" will not change except for any reduction in the aggregate limit or Limits of Insurance by payment of claims hereunder.

Your failure and/or the failure of the "Underlying Insurer" to comply with this condition will not invalidate this policy, but in the event of such failure, we will only be liable to the same extent as if there had been compliance with this condition.

H. Other Insurance

If other insurance applies to a "claim" or "suit" covered by this policy, the insurance under this policy is excess of such other insurance and we will not make any payments until the other insurance has been used up. This condition shall not apply if the other insurance is specifically written to be excess over this policy.

Except to the extent stated in this policy, this insurance is not subject to the terms, conditions, or limitations of any other insurance except for "Underlying Insurance."

- I. Transfer of Rights of Recovery Against Others to us.

If any insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. Each insured must do nothing to impair these rights or the transfer thereof to us. Each insured must cooperate with us and, at our request, assist us in the pursuit and enforcement of those rights. If there is any money recovered, we will disburse that money, as follows:

1. first, we will be repaid to the extent of our actual payment; and
2. second, if any money remains, the insured or any "Underlying Insurer" will be repaid to the extent of their actual payment.

If any expenses are incurred to recover money, we will share the expenses with the insured or any "Underlying Insurer" in proportion to the amount that each is repaid. If our recovery attempt is not successful, we will bear all of the recovery expenses.

J. Premium

The premium for this policy as stated in the Declarations is a flat premium and is subject to a minimum and deposit premium, if applicable. The premium is not subject to adjustment unless:

1. a rate is shown in the Declarations; or
2. an endorsement or endorsements are attached to this policy changing the Limit of Liability, adding or changing the "Underlying Insurance", changing the policy period, or because of an Extended Reporting Period.

If a flat premium is charged, and a minimum premium is shown in the Declarations, then that minimum premium is fully earned as of the inception of this policy.

K. Representations

By accepting this policy, you agree that:

1. the statements in the Application for this policy and Declarations to this policy are accurate and complete;
2. those statements are based upon representations you made to us; and
3. we have issued this policy in reliance upon your representations in the Application for this policy and its Declarations.

L. Titles of Paragraphs

The titles of the varied Sections, Paragraphs, and Subparagraphs of this policy and endorsements attached to this policy, if any, are inserted solely for convenience or reference and are not to be deemed in any way to limit or affect the provisions to which they relate.

M. Transfer of Rights and Duties

Your rights and duties under this insurance may not be transferred without our written consent, except in the event of the death of an individual insured and then only to that individual's representative.

N. When Loss is Payable

This policy will not apply until an insured, or an insured's "Underlying Insurer," is obligated to pay the amount of the "Underlying Insurance" for damages which are also covered by this policy. When the amount of loss has finally been determined, we will promptly pay on behalf of the insured the amount of the damages which comes within the terms of this policy.

SECTION 6. DEFINITIONS

Except for the terms appearing in quotes within this policy, the terms within this policy have the same meaning as set forth in the applicable "Underlying Insurance." With respect to the terms appearing in

quotes within this policy, the definitions below will apply.

- A. "Claim" or "Claims" means any demand, including a "suit," against an insured for damages to which this policy applies are alleged.
- B. "Defense expenses" means the fees, costs and/or expenses which an "Underlying Insurer" has an obligation to pay in the defense of a "claim," "claims" or "suit" pursuant to the terms and conditions of the "Underlying Insurance."
- C. "Schedule of Underlying Insurance" means the Schedule of Underlying Insurance included within the Declarations to this policy.
- D. "Scheduled Underlying Policy" or "Scheduled Underlying Policies" means the identified policy or policies within the "Schedule of Underlying Insurance."
- E. "Suit" means a civil proceeding in which damages to which this policy applies are alleged, including, without limitation:
 1. An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or
 2. Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.
- F. "Underlying Insurance" means the policy or policies within the "Schedule of Underlying Insurance" applicable or potentially applicable to the "claim" or "suit."
- G. "Underlying Insurer" or "Underlying Insurers" means the entity or entities that issued the "Underlying Insurance."

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYERS' LIABILITY EXCLUSION

This insurance does not apply to any liability for bodily injury, sickness, disease, disability or shock, including death at any time resulting therefrom, and, if arising out of the foregoing, mental anguish or mental injury sustained by:

1. An employee of the insured arising out of and in the course of employment by the insured; or
2. The spouse, child, parent, brother or sister of that employee as a consequence of (1) above.

This exclusion applies:

1. Whether the insured may be liable as an employer or in any other capacity; and
2. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism".

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part or underlying insurance to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part or underlying insurance.
2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
 - a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MEDICAL PAYMENTS EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA POLICY

This insurance does not apply to COVERAGE C MEDICAL PAYMENTS provided in any underlying Commercial General Liability Coverage Form or to any medical expenses for which COVERAGE C MEDICAL PAYMENTS are paid or payable.



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

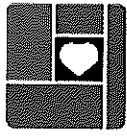
MEMBER CRITERIA

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA POLICY

A named insured of the Alliance of Nonprofits for Insurance (ANI) must meet at least the following criteria:

1. is organized chiefly to provide charitable, religious, educational, or scientific services, but does not include a hospital;
2. is an organization described in section 501(c)(3) of the Internal Revenue Code and exempt from tax under section 501(a), or any corresponding sections of any future federal tax code. Any member which receives a final determination that it no longer qualifies as an organization described in section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future tax code, shall immediately notify the corporation of such determination and the effective date of such determination.



**ALLIANCE OF
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR, CHEMICAL AND BIOLOGICAL HAZARD EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA POLICY

This insurance does not apply to any liability, loss, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with the use or release, or threat thereof, of any nuclear weapon or device or chemical or biological agent, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.



ALLIANCE OF NONPROFITS FOR INSURANCE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIVACY LIABILITY AND CYBER COVERAGE EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA POLICY

A. This insurance does not apply to any of the following:

1. "Identity theft."
2. "Loss of electronic data."
3. The disclosure, loss or use of "protected health information."

For purposes of the liability coverages excluded by this endorsement, the following **Definitions** apply:

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

"Identity theft" means fraudulent appropriation and use of a person's identification or personal information, including both "electronic data" as well as information contained in printed or written format.

"Loss of electronic data" means:

1. Damage to, loss of, loss of use of, corruption of, inability to access or inability to manipulate "electronic data;" and
2. "Identity theft."

"Protected health information" means any information, whether oral or recorded in any form or medium:

- (i) That relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual;
- (ii) That identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify that individual; and
- (iii) as defined within the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. §1320d-1320d-8 ("HIPAA") or other similar federal, state or local laws or statutes.

B. This insurance also does not apply to any of the following first party coverages in the **PRIVACY LIABILITY AND CYBER COVERAGE ENDORSEMENT**:

1. Security Event Costs and Expenses
2. Cyber Extortion
3. Crisis Management and Reward Expenses

Risk Management Services Agreement

This Agreement is entered into by and between Florida Resource Management and its successors and assigns (hereafter referred to as "Provider") a Florida Corporation, and PANHANDLE ANIMAL WELFARE SOCIETY, INC (hereafter referred to as "Client" effective as of Nov 17, 2000) WHEREAS, PROVIDER is a Risk Management Services provider providing workers' compensation risk and claims management and other employer related services to qualified employers to assist the CLIENT in controlling workers' compensation claims and costs. In addition, to assist with human resources functions, if elected by Client and described within this agreement.

WHEREAS, PROVIDER desires to contract with CLIENT, and CLIENT desires to contract with PROVIDER to access the services offered through PROVIDER;

NOW THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. **Scope of Agreement.** This Agreement will pertain to and cover only those employees of CLIENT for whom PROVIDER has receive the agreed upon payroll and employee data as described in this agreement along with the contracted payment in the amount set forth in CLIENT's most recent Exhibit A. The PROVIDER will collect the agreed upon workers' compensation premium and remit said payment to the workers' compensation insurance carrier. Such insurance will only cover those Covered Employees who are operating under only those workers' compensation skill codes and states that are included in CLIENT's most recent Exhibit A.
2. **Duties and Obligations of Client/Employer.**
 - a. **Employment Decisions.** CLIENT shall be responsible for hiring, firing, disciplining, transferring, setting the work hours and conditions of employment, and determining the salaries for all Covered Employees. CLIENT warrants that as the party responsible for screening employees, it will hire only qualified employees, and will interview, screen, select and test prospective employees in accordance with all federal, state and local employment laws. CLIENT further agrees that it will comply with and follow all policies and procedures implemented by PROVIDER's "best hiring practices" program regarding the hiring of employees in the State of Illinois, Indiana and Wisconsin, only. PROVIDER reserves the right to review any employment applications, screening or testing policies (including drug and alcohol testing) implemented by CLIENT to insure compliance with all applicable laws. CLIENT acknowledges receipt of the "best hiring practices" provided by PROVIDER, and agrees to utilize such practices and procedures for hiring purposes.
 - b. **Compensation of Employees.** CLIENT acknowledges that PROVIDER has offered to provide the payroll function for all Covered Employees through one of the following four means: (1) by establishing a jointly managed payroll account; (2) by entering into a separate agreement with a corporation designated by PROVIDER; (3) by contracting with a third party vendor directly supervised by PROVIDER; or (4) upon approval by PROVIDER, CLIENT will make continuing payroll and compensation payments for all Covered Employees. CLIENT agrees to indemnify and hold PROVIDER harmless for any claim resulting from the payment or non-payment of payroll or other compensation to Covered Employees.
 - c. **Information on Covered Employees.** CLIENT is responsible for obtaining all required forms including PROVIDER's best hiring practices forms, completed new hire paperwork (including but not limited to Form I-9 and Form W-4), and complying with all federal and state employment laws, during the hiring process and throughout the employment tenure of the Covered Employees. CLIENT shall promptly furnish to PROVIDER all information and documentation regarding Covered Employees as PROVIDER requests. CLIENT shall be solely responsible for the accuracy and validity of all forms, employee tax payments and information submitted to any and all federal and state agencies and to PROVIDER pursuant to this Section, and shall hold PROVIDER, its officers, directors, employees and agents harmless against any and all claims, losses, judgments, and liabilities arising out of or resulting from the furnishing of said information and payments.
 - d. **Reporting of Injuries.** CLIENT agrees to comply with the requirements of all applicable workers' compensation laws, rules and regulations. CLIENT also agrees to provide to PROVIDER, the first report of injury on a form WC-1, and any and all other written reports of any injury, claim or accident involving a Covered Employee immediately. Should CLIENT fail to make a report within 24 hours to MCO, and a Covered Employee incurs charges or potential charges for treatment before PROVIDER is notified, PROVIDER reserves the right to seek reimbursement from CLIENT for all payments made by PROVIDER or Client's insurer on behalf of the Covered Employee. Failure of CLIENT's employees to notify CLIENT will not relieve CLIENT of its responsibility to report immediately or the possible consequences for said failure to report.
 - e. **Return to Work Program.** CLIENT agrees to maintain a workers' compensation modified duty and/or light duty return to work program. CLIENT must cooperate fully with MCO, PROVIDER, and the CLIENTS workers' compensation carrier in designing and implementing such programs, as well as in modifying and/or creating work for Covered Employees who have incurred a job-related injury, but are physically able to return to work in a modified duty and/or light duty work position.

PLEASE
FORWARD
PAYROLL

UP DATE
PAYROLL
SHEET

CLAIMS
MANAGEMENT

MUST
MUST
MUST.

- f. **Drug and Alcohol Testing.** CLIENT agrees to maintain a drug and alcohol free workplace and implement a written substance abuse policy that prohibits employees from possessing, selling, or using illegal drugs or alcohol during working hours or outside working hours if such conduct affects their employment with CLIENT. In conjunction with this policy, CLIENT agrees to require all employees, including Covered Employees, to submit to a drug and alcohol test within three (3) hours after being involved in any accident or occurrence resulting in a work-related injury to any person.
- g. **Coverage.** CLIENT shall also maintain appropriate and required workers' compensation insurance coverage for CLIENT employees who are not covered by this Agreement through purchase of an all-states workers' compensation policy from another carrier. CLIENT shall ensure that independent contractors and sub- contractors providing services to CLIENT have the appropriate and required workers' compensation insurance coverage. CLIENT understands and acknowledges that trucking owner/operators or trucking/lease purchasers are not and will never be considered Covered Employees under this Agreement. In the event that this Agreement is terminated, CLIENT agrees to immediately secure replacement workers' compensation insurance coverage for the benefit of employees who continue their employment with CLIENT.
- h. **Information to employees.** CLIENT shall ensure that all staff, management, employees, and clients of CLIENT are fully informed of and educated on all material and relevant provisions of this Agreement.

2. Duties and Obligations of PROVIDER and CLIENT.

- a. **Scope of Duties.** PROVIDER shall be responsible to assist CLIENT in the management of the CLIENTS workers' compensation insurance policy, to review and make recommendations on CLIENTS workers' compensation claims and loss control procedures, back to work and modified duty procedures. PROVIDER shall also make recommendations to CLIENT on best hiring practices.
- b. **Workers' Compensation.** PROVIDER shall help CLIENT in locating workers' compensation coverage for CLIENTS Covered Employees. CLIENT shall at all times be considered the statutory employer for Covered Employees for workers' compensation purposes. CLIENT warrants that it will comply with all applicable workers' compensation laws. PROVIDER shall work with the workers' compensation carrier to furnish CLIENT with an ACORD Certificate of Liability Insurance evidencing that all required workers' compensation coverage for Covered Employees is in full force and effect. The parties agree that any and all work-related injuries, accidents and the like shall be subject to the exclusive jurisdiction of the applicable workers' compensation laws.
- c. **Employment Decisions.** PROVIDER reserves the right to recommend the discipline or discharge of any Covered Employee who violates the risk management policies of CLIENT or PROVIDER or who violates any federal, state or local law. PROVIDER also reserves the right to direct CLIENT with respect to the safety of any worksite or job location affecting any Covered Employee.

3. Relationship Between the Parties.

In the performance of duties and obligations under this Agreement, PROVIDER, and each of PROVIDER's staff members, shall act as independent contractors and not as employees of CLIENT. By entering into this Agreement, the parties do not intend to create a partnership or co-venture, nor do they intend for one party to be deemed a principal, agent, master, servant, or representative of the other. CLIENT shall be considered a common law employer of Covered Employee and CLIENT shall also be considered the statutory employer of Covered employees for workers' compensation purposes.

4. Payment for Services. The parties agree to comply as follows with respect to payment for services performed under this Agreement:

- a. Based on the Covered Employee information provided by CLIENT, PROVIDER will calculate the risk management fee for its services. CLIENT will be responsible for paying the risk management fee due to PROVIDER on the same frequency as the CLIENT pays the Covered Employees. Said risk management fee will be based on reports requested by PROVIDER and submitted to PROVIDER by CLIENT. Such reports will be required on the same frequency as the CLIENT pays the Covered Employees. Failure of CLIENT to provide required reports do not relieve CLIENT from making timely payments for services under the terms of this Agreement. PROVIDER must receive full payment as outlined in Exhibit A. Should CLIENT fail to make timely payments or fail to pay entire balance when due, CLIENT shall be assessed a late fee of \$100.00. Additional services not set forth in the Agreement shall be negotiated in writing and paid separately.
- b. PROVIDER reserves the right to adjust the risk management fee based on changes in local, state, and/or federal employment law and/or changes in insurance requirements or costs for services provided, including changes in CLIENT payroll.
- c. PROVIDER will conduct an audit of payroll records for Covered Employees of CLIENT. CLIENT agrees to provide 941 tax returns within 15 days of the end of each quarter and further agrees to pay the audit amount within thirty (30) days of receipt of the final audit report. CLIENT shall be assessed a late fee of \$100.00 on outstanding balance after thirty (30) days.

- d. PROVIDER will bill CLIENT monthly for deductibles and/or per claim fees paid on workers compensation claims of Covered Employees in accordance with the deductible election made by CLIENT and incorporated herein on the Schedule A. CLIENT agrees to allow PROVIDER to ACH draft CLIENT account for said fee upon receipt of Invoice.
 - e. Should CLIENT dispute or question any charge or amount reflected on any invoice sent to CLIENT by PROVIDER, CLIENT must do so within ten (10) days of receipt of said invoice in writing. After the passage of ten (10) days, the invoice shall be deemed correct and fully payable.
5. **Force Majeure.** PROVIDER shall not be liable to CLIENT or responsible for any failure to perform its obligations hereunder or for any loss of business or other damages or interruption of service due to war, terrorist activities, fire, strike, accident, acts of God, labor disputes, riots, civil disturbances or any other event outside the reasonable control of PROVIDER.
6. **Compliance with Discrimination and Safety Laws.**
 - a. CLIENT shall comply with all federal, state and local laws, ordinances and regulations with respect to the workplace and/or discrimination. CLIENT further agrees that it will not require any Covered Employee to perform or do any unlawful act.
 - b. CLIENT agrees to supply a safe and suitable workplace for Covered Employees, and shall be solely responsible for complying with applicable federal and state occupational safety and health laws and regulations, including training, supplying protective equipment and providing information, warnings and safety instructions. Expenses incurred in supplying and maintaining a safe and suitable workplace shall be the sole responsibilities of the CLIENT.
7. **Cooperation.** The parties agree to cooperate fully and to provide any assistance necessary to the other party in the investigation of any complaints, claims, actions, or proceedings that may involve or relate to PROVIDER, CLIENT or any Covered Employee. CLIENT further agrees that it will fully cooperate in any audits conducted by PROVIDER or its designated representative. In connection with the audit process, CLIENT agrees to furnish in a timely manner, any and all books and records which will allow PROVIDER to verify payroll. CLIENT agrees to comply fully and in a timely manner, with recommendations made by PROVIDER which are designed to reduce workplace injuries and related costs through improved risk management and workplace safety.
8. **Subrogation Waiver.** PROVIDER and CLIENT hereby waive any claim against the other by way of subrogation or otherwise, which may arise during the term of the Agreement, for any and all loss, liability, expense or damage related to any of their property, personal injury or other claims covered by policies of insurance, to the extent that such party receives reimbursement or compensation for any such loss, liability, expense or damage under such policies of insurance.
9. **Indemnification and Insurance**
 - a. CLIENT shall indemnify and hold harmless PROVIDER from claims, suits, and expenses (including reasonable attorneys' fees and other costs and expenses of litigation) asserted against PROVIDER by Covered Employees arising from work-related injuries and accidents, but excluding claims alleging or arising out of negligence and/or willful misconduct on the part of PROVIDER.
 - b. CLIENT agrees to maintain general liability insurance coverage during the term of this Agreement, with limits of at least one million dollars (\$1,000,000) per occurrence. PROVIDER shall be named as an additional named insured under any applicable insurance policy covering Covered Employees. Notwithstanding any provision herein to the contrary, PROVIDER shall not be required to indemnify CLIENT for any claim, damage or cost covered by CLIENT's insurance policies. CLIENT further agrees that it will notify PROVIDER immediately upon the cancellation or non-renewal of CLIENT's general liability insurance coverage.
 - c. CLIENT agrees to indemnify and hold harmless PROVIDER against any workers' compensation claims or costs associated with claims for individuals not reported to PROVIDER or any individuals engaged by CLIENT as a subcontractor or any individual paid by CLIENT but which their wages are not reported on CLIENT's 941 tax returns.
10. **Terms and Termination.** This Agreement shall continue unless and until terminated by either party upon the occurrence of any of the following events subject to provisions of applicable law.

- a. Whenever the parties to this Agreement mutually agree in writing to terminate the Agreement, By PROVIDER, upon a ten (10) day written notice for nonpayment, or upon a thirty (30) day written notice for any other reason, By CLIENT upon a thirty (30) day written notice. Failure of CLIENT to provide a thirty (30) day written notice of cancellation shall subject CLIENT to liquidated damages in an amount equivalent to one month's compensation based on the highest amount paid within the previous twelve (12) month period;
- b. Immediately upon CLIENT insolvent;
- c. Immediately for failure to report wages of any/all covered employees or to report wages as outlined in this agreement.
- d. Immediately in the event CLIENT commits a material breach of any provision herein, provided however that if CLIENT cures the material breach within five (5) days of written notice by PROVIDER, the termination may be rescinded and the Agreement may continue in effect at the discretion of PROVIDER. PROVIDER is under no obligation to allow CLIENT to cure any material breach;
- e. Immediately upon the cancellation of any of CLIENT's required general liability insurance coverage;
- f. Immediately upon written notice from PROVIDER if CLIENT makes or has made any untrue statements of material fact or any intentional misrepresentation of any fact, whether or not material, in any payroll report, in any form submitted to PROVIDER or in any statement made by CLIENT to PROVIDER.

Upon termination of this Agreement for any reason including CLIENT's failure to provide reports or to timely pay as required, CLIENT agrees and understands that all Covered Employees will no longer be insured by the workers' compensation policy that the PROVIDER helped secure for the benefit of the CLIENT and the Covered Employees. CLIENT agrees to immediately secure replacement workers' compensation coverage for the benefit of employees of CLIENT as required by the laws of the applicable states.

11. **Limitation of Liability.** Under no circumstances shall PROVIDER be liable for indirect, special, incidental, consequential, punitive or exemplary damages arising out of or in connection with this Agreement or any acts or omissions associated therewith or relating to the services furnished, regardless of the causes of such loss or damages, whether such claim is based on contract, tort or other legal theory.
12. **Arbitration.** Any controversy or claim arising out of or relating to breach of this Agreement (except disputes regarding workers compensation benefits due Covered Employees) shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association, in Tampa Florida. In rendering the award, the arbitrator shall determine the rights and obligations of the parties according to the substantive and procedural laws of Florida. The award of the arbitrator shall be final and binding and is the sole and exclusive remedy of the parties regarding that dispute. In the event that either party incurs attorneys' fees and costs with respect to the enforcement of this Agreement or any part of it against the other party, then the prevailing party shall be entitled to recover from the other all such attorneys' fees and costs which shall include such fees and costs incurred arbitration, litigation, enforcement or appellate proceedings.
13. **General Provisions.**
 - a. **Applicable Law.** This Agreement and the rights and obligations of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Florida. This Agreement is a contract and not an insurance policy; therefore, laws specifically governing the issuance of insurance policies, pricing of insurance services, and termination of coverage do not apply.
 - b. **Amendments, Waiver, Assignment.** This Agreement may be replaced, modified, assigned or amended by PROVIDER upon thirty (30) days written notice to CLIENT. This Agreement shall be automatically amended to the extent necessary to comply with the requirements of state, federal law and/or local law. No waiver of any breach of this Agreement shall constitute or be deemed a waiver of any other or subsequent breach. CLIENT may not assign or transfer this Agreement to any other person or entity except upon the prior written consent of PROVIDER.
 - c. **Entire Agreement.** This Agreement constitutes and contains the entire Agreement and understanding concerning the subject matters addressed herein by the parties, and supersedes all prior negotiations and all agreements, proposed or otherwise, written or oral, concerning the subject matters hereof.
 - d. **Severability.** Should any term, condition or provision of this Agreement be declared invalid or unenforceable, the balance of the Agreement shall remain in full force and effect.
 - e. **Notices.** Any notice required to be given pursuant to the terms and provisions within this Agreement shall be sent by certified mail return receipt, postage paid; or by overnight mail service to the last known address of PROVIDER and CLIENT; or by facsimile with receipt of delivery.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by duly authorized representative of PROVIDER and CLIENT, effective as of the date first written above.

Florida Resource Management

Representative, Florida Resource Management

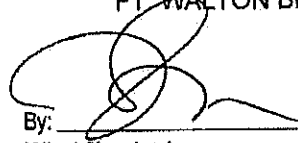
Date:

Client: PANHANDLE ANIMAL WELFARE SOCIETY, INC

FEIN: 59-0815515

Address: 752 LOVEJOY RD

FT. WALTON BEACH, FL 32548

By: 

(Client Signature)

Name: Tracey Williams

Title: Executive Director

Date: 11/17/20

Summary of Agreement

Loss Fee Requirement:

Loss Fee described on Schedule A will be drafted from Client's account upon execution of the agreement. Loss Fee must be received before binding coverage. Fifty percent (50%) of this fee may be credited to Loss Fee upon renewal.

Payroll Reporting Requirement:

Client will submit required payroll data no later than on the same frequency as the CLIENT pays the Covered Employees. Data must be received in format provided to Client. Additionally, Client must submit employee terminations and additions along with payroll data in format provided to Client. Failure to do so will result in the termination of the CLIENTS workers' compensation policy.

Remittance Requirement:

Client's account will be drafted for fees within two (2) business days of submission of payroll data.

Audit Requirements:

Client must submit copies of all 941s, state withholding returns, and state employment returns by the 15th of the month following the filing deadline. PROVIDER may request copies of time cards, payroll registers and other payroll tracking information from time to time for verification.

Information Acknowledgment (Client Initial Each Box)

- I understand that workers' compensation is only for employees of my company.
- I understand that this agreement DOES NOT cover sub-contractors.
- I understand that all wages paid to employees must be reported each pay period and that I will be invoiced for premiums and fees as outlines on the Schedule A and Schedule B.
- I elect to process payroll on PROVIDER's behalf.

By accepting this program, client agrees to immediately provide PROVIDER with all payroll data as the workers' compensation carrier may require for an audit, which includes, but is not limited to any and all payroll reports and any and all local, State or Federal quarterly & end-of-year employer reports submitted by their due dates with respective state & federal agencies.

Florida Resource Management

By: _____

Date: _____

Client: PANHANDLE ANIMAL WELFARE SOCIETY, INC

FEIN: 59-0815515

Address: 752 LOVEJOY RD
FT. WALTON BEACH, FL 32548

By: 
(Client Signature)

Name: Tracey Williams

Title: Executive Director

Date: 11/17/20

PERSONAL GUARANTY

This agreement is entered into on June 1, 2020 by and between Florida Resource Management hereafter referred to as "PROVIDER" and Panhandle Animal Welfare Society, Inc (hereafter referred to as "Guarantor").

In consideration of the promises of the parties contained in this Agreement, the parties agree as follows:

WHEREAS, Guarantor acknowledges that they are a direct beneficiary of the Risk Management Services Agreement ("Agreement") entered into between PROVIDER and Client and understands that PROVIDER would be unwilling to enter into or continue the Agreement without this Personal Guaranty whereas Guarantor is desirous of ensuring the fulfillment of all obligations of Client, accordingly:

- A. Guarantor agrees that in the event Client has not fully complied with all requirements of the Agreement, including but not limited to the failure to timely make all payments due to PROVIDER pursuant to the Agreement, Guarantor agrees that Guarantor will upon demand by PROVIDER, pay to PROVIDER all such payments not made by Client and in all other respects will guarantee fulfillment of the obligations of Client as set forth in the Agreement. This Guaranty shall be applicable to all obligations of Client to PROVIDER, and includes but is not limited to all obligations of Client which become due to PROVIDER by Client.
- B. This Guaranty is an absolute and unconditional guarantee of payment and of performance. It shall be enforceable against Guarantor without the necessity of any suit or proceedings on PROVIDER's part of any kind or nature whatsoever against Client, its successors and assigns, and without the necessity of any notice of nonpayment, nonperformance or nonobservance or any notice of acceptance of this Guaranty or of any other notice or demand to which Guarantor might otherwise be entitled, all of which Guarantor hereby expressly waives; and Guarantor hereby expressly agrees that the validity of this Guaranty and the obligations of the Guarantor hereunder shall in no manner be terminated, affected, diminished or impaired by reason of the assertion or the failure to assert by PROVIDER against Client, or against Client's successors and assigns, of any of the rights or remedies reserved to PROVIDER pursuant to the provisions of said Agreement with Client, or by relief to Client from any of Client's obligations under the Agreement, or otherwise by: (a) the release or discharge of Client in any creditors' proceedings, receivership, bankruptcy or other proceedings; (b) the impairment, limitation or modification of the liability of Client or any bankruptcy, or of any remedy for the enforcement of Client's said liability under the Agreement, resulting from the operation of any present or future provision of the National Bankruptcy Act or any other statute, or from the decision of any court; or (c) the rejection or the disallowance of the Agreement in any proceedings.
- C. All debts and liabilities, present and future, of Client to the Guarantor are hereby subordinated and postponed to the liabilities of Client to PROVIDER, and all moneys received by the Guarantor or its representatives, successors or assigns thereon, shall be received as trustees for PROVIDER and shall be paid over to PROVIDER; and the Guarantor further agrees, upon any liquidation or distributions of Client's assets, to assign to PROVIDER upon PROVIDER'S request, all claims on account of all such debts and liabilities to the end that PROVIDER shall receive all dividends and payments in full of all liabilities of Client to PROVIDER; and this Guarantee shall constitute such assignment in the event the Guarantor shall fail to execute and deliver such other or further assignment of such claims as PROVIDER may request.
- D. Guarantor agrees to pay reasonable attorney's fees and all other costs and expenses that may be incurred by PROVIDER in the enforcement of this Guarantee or in the collection of any debts or liabilities from Client or Guarantor.
- E. This Guaranty may be assigned by PROVIDER, along with anyone or several or all of the indebtedness and principal obligations that it guarantees. When so assigned, the Guarantor shall be bound as above to the assignees without in any manner affecting Guarantor's liabilities hereunder or any part of any of Guarantor's obligations retained by PROVIDER.
- F. This Guaranty shall inure to the benefit of and bind the heirs, administrators, executors, successors and assigns of PROVIDER and Guarantor, and shall be construed as the joint and several obligations of each of the undersigned Guarantors if there is more than one.
- G. This Guaranty shall survive the termination or expiration of any Agreement between PROVIDER and Client.

CLIENT: PANHANDLE ANIMAL WELFARE SOCIETY, INC

By: 

(Guarantor)

Name: Panhandle Animal Welfare Society, Inc

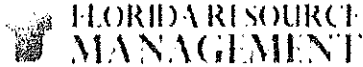
Date:

Guarantor Home Address:

Street: 752 LOVEJOY RD

City/State/Zip: FT. WALTON BEACH, FL 32548

SS Number: _____



FLORIDA RESOURCE MANAGEMENT
AUTHORIZATION AGREEMENT FOR PRE-AUTHORIZED ACH DEBITS

Name of Client: PANHANDLE ANIMAL WELFARE SOCIETY, INC

DBA: _____

Address: 752 LOVEJOY RD

City: FT. WALTON BEACH, FL 32548 State: _____ Zip: _____

I hereby authorize Florida Resource Management to initiate debit entries to my:

Checking Account or Savings Account (Please select one account)

These debit entries to come from the financial institution named below. I acknowledge that the origination of ACH transactions to my account must comply with provisions of U.S. law.

Depository Name: Coastal Bank and Trust of Florida Branch: Fort Walton Beach, FL

City: Fort Walton Beach State: FL Zip: 32547

Routing #: [REDACTED] Account #: [REDACTED]

Amount Of Debit To Be Transferred Is Based On Payroll Processing Transactions Invoiced To Client.

This authorization is to remain in full force and in effect until Florida Resource Management has received written notification of cancellation.

Name: Tracey Williams Title: Executive Director

Signature: [Signature] Date: 11/17/20

PLEASE COMPLETE THIS FORM, ATTACH A COPY OF YOUR COMPANY CHECK AND RETURN TO:

Florida Resource Management

363 Interstate Blvd

Sarasota FL, 34240

Fax: 941-343-6118

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 07/30/2021

Contract/Lease Control #: C16-2428-PS

Procurement#: NA

Contract/Lease Type: CONTRACT

Award To/Lessee: PANHANDLE ANIMAL WELFARE SOCIETY

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 08/02/2016

Expiration Date: MONTH-TO-MONTH

Description of: ANIMAL CONTROL SERVICES

Department: PS

Department Monitor: MADDOX

Monitor's Telephone #: 850-651-7150

Monitor's FAX # or E-mail: PMADDOX@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: 016-2428-PS Tracking Number: 4372-21
Procurement/Contractor/Lessee Name: PAWS Grant Funded: YES ___ NO X
Purpose: monthly
Date/Term: monthly 1. GREATER THAN \$100,000
Department #: 0161 2. GREATER THAN \$50,000
Account #: 534610 3. \$50,000 OR LESS
Amount: \$42,000 monthly
Department: PS Dept. Monitor Name: maddox

Purchasing Review

Procurement or Contract/Lease requirements are met:
DeRita Mason Date: 7-13-21
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

2CFR Compliance Review (if required)

Approved as written: no federal bid Grant Name: _____

Date: _____
Grants Coordinator

Risk Management Review

Approved as written: see email attached Date: 7-13-21

Risk Manager or designee Lisa Price

County Attorney Review

Approved as written: see email attached Date: 7-13-21

County Attorney Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review

Approved as written: _____ Date: _____

IT Review (if applicable)

Approved as written: _____ Date: _____

DeRita Mason

From: Lynn Hoshihara
Sent: Tuesday, July 13, 2021 12:54 PM
To: DeRita Mason
Cc: Kerry Parsons; Lisa Price
Subject: Re: 2nd Amendment to C16-2428-PS-Paws

This is approved as to legal sufficiency.

On Jul 13, 2021, at 1:51 PM, DeRita Mason <dmason@myokaloosa.com> wrote:

Good afternoon,
Please review the attached. We will open bids today on this contract. We will not have time to review, prepare and get a contract signed before the contract expires.
We need to get this on the next board meeting. Sorry for the short notice.
Thank you,

DeRita Mason

<image001.png>

DeRita Mason, CPPB, NIGP-CPP
Senior Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
(850) 689-5960
dmason@myokaloosa.com

“Please note: Due to Florida’s very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.”

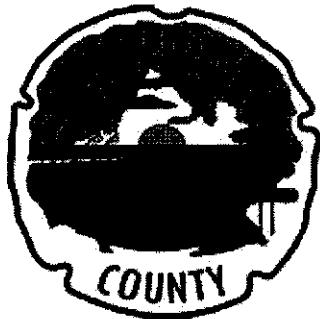
<2nd amendment to C16-2428-PS.docx>

DeRita Mason

From: Lisa Price
Sent: Tuesday, July 13, 2021 1:58 PM
To: DeRita Mason
Subject: RE: 2nd Amendment to C16-2428-PS-Paws

This is approved by Risk.

Lisa Price
Risk Management
Public Records & Contracts Specialist
302 N Wilson Street, Suite 301
Crestview, FL. 32536
(850) 689-5979
lprice@myokaloosa.com



"We are forever indebted to those who have given their lives that we might be free."
Ronald Reagan

For all things Wellness please visit:
<http://www.myokaloosa.com/wellness>

Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Tuesday, July 13, 2021 12:51 PM
To: Kerry Parsons <kparsons@myokaloosa.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Lisa Price <lprice@myokaloosa.com>
Subject: 2nd Amendment to C16-2428-PS-Paws
Importance: High

Good afternoon,



**SECOND AMENDMENT TO THE AGREEMENT BETWEEN OKALOOSA
COUNTY, FLORIDA AND PANHANDLE ANIMAL WELFARE SOCIETY
CONTRACT NO. C16-2428-PS**

This Second Amendment to the Agreement between Okaloosa County, a political subdivision of the State of Florida (the "County"), and Panhandle Animal Welfare Society, Inc. (the "Contractor"), executed this 29th day of July, 2021, is made a part of the original Agreement dated August 2, 2016, Contract No. C16-2428-PS (the "original Agreement"), incorporated herein by reference. The County and Contractor hereby agree as follows:

1. **CONTRACT EXTENSION.** The parties hereby wish to extend the original Agreement for one month. During this time, the parties agree to negotiate in good faith on the terms of a new contract.
2. **TERM OF EXTENSION.** The Effective Date of this Amendment shall commence August 2, 2021 and expire on September 1, 2021.
3. **INSURANCE.** Effective for the term of this extension, the parties wish to update Attachment "A" of the original Agreement "Insurance Requirements" with Attachment "A" of this Amendment.
4. **COMPENSATION.** Compensation for this renewal term of the Agreement shall remain the same as stated in Section V. of the original Agreement.

5. **PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES.** Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the County's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 shall be terminated at the County's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification that is attached to this agreement as Attachment "B". Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.



6. **CIVIL RIGHTS.** The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

7. **COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS.** During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:

a. **Compliance with Regulations:** The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated and attached hereto as Attachment "C".

b. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

c. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

d. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or other governmental entity to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the County or the other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.

e. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the County will impose such contract sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:



a. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or

b. Cancelling, terminating, or suspending the Agreement, in whole or in part.

f. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the County to enter into any litigation to protect the interests of the County. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

8. **OTHER PROVISIONS REMAIN IN EFFECT.** Except as specifically modified herein, all terms and conditions of the original Agreement and any amendments thereto, shall remain in full force and effect.


9. **CONFLICTING PROVISIONS.** The terms, statements, requirements, or provisions contained in this Amendment shall prevail and be given superior effect and priority over any conflicting or inconsistent terms, statements, requirements or provisions contained in any other document or attachment.

(This part of the page left blank intentionally)



IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year first written above.

PANHANDLE ANIMAL WELFARE SOCIETY:



Signature

TITLE: Executive Director

Tracy Williams
Print Name

OKALOOSA COUNTY, FLORIDA

BY: 

John Hofstad, County Administrator



ATTACHMENT "A"

GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 01/2/2019

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida. Insuring company is required to have a minimum rating of A, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. Where applicable the County shall be shown as an Additional Insured with a waiver of Subrogation on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day prior written notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contractor.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

WORKERS' COMPENSATION INSURANCE



1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.
2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor shall carry Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury caused by the Contractor.
2. Commercial General Liability coverage shall include the following:
 - 1.) Premises & Operations Liability
 - 2.) Bodily Injury and Property Damage Liability
 - 3.) Independent Contractors Liability
 - 4.) Contractual Liability
 - 5.) Products and Completed Operations Liability



3. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

INSURANCE LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

	<u>LIMIT</u>
1. Workers' Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident
2. Business Automobile	\$1,000,000 each accident (A combined single limit)
3. Commercial General Liability	\$1,000,000 each occurrence for Bodily Injury & Property Damage \$1,000,000 each occurrence Products and completed operations
4. Personal and Advertising Injury	\$1,000,000 each occurrence

NOTICE OF CLAIMS OR LITIGATION

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.



CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10 days' prior written notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.



Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its employees under all the foregoing policies of insurance.

EXCESS/UMBRELLA INSURANCE

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an EXCESS/UMBRELLA insurance policy. In all instances, the combination of primary and EXCESS/UMBRELLA liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.



ATTACHMENT "B"

VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate Panhandle Animal Welfare Society (PAWS), the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by bid proposer.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: July 29, 2021
COMPANY: PAWS
ADDRESS: 752 Lovejoy Rd
NW
FWB, FL 32548
PHONE NO.: 850-243-1525

SIGNATURE: [Signature]
NAME: Tracey Williams
(Typed or Printed)
TITLE: Executive Director
E-MAIL: Tracey.W@paws-shark.org



ATTACHMENT "C"

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), as applicable, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 08/17/2016

Contract/Lease Control #: C16-2428-PS

Bid #: N/A

Contract/Lease Type: CONTRACT

Award To/Lessee: Panhandle Animal Welfare Society

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 08/02/2016

Term: 08/02/2021 w/ 2 one-year renewals

Description of Contract/Lease: Animal Control Services

Department: PS

Department Monitor: Wolfe

Monitor's Telephone #: 850-651-7150

Monitor's FAX # or E-mail: Kwolfe@co.okaloosa.fl.us

Closed: _____

cc: Finance Department Contracts & Grants Office



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/10/2020

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 have ADDITIONAL INSURED provisions or 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 SUNZ Insurance Solutions, LLC. ID: (Kymberly) c/o Kymberly Group Payroll Solutions, Inc. 3218 E. Colonial Drive, Ste F Orlando, FL 32803	CONTACT NAME: Phil Martina PHONE (A/C, No, Ext): 407-228-6428 FAX (A/C, No): E-MAIL ADDRESS:													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : SUNZ Insurance Company</td> <td>34762</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>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : SUNZ Insurance Company	34762	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER B :														
INSURER C :														
INSURER D :														
INSURER E :														
INSURER F :														
INSURED Kymberly Group Payroll Solutions, Inc. 3218 E Colonial Drive Suite F Orlando FL 32803														

COVERAGES **CERTIFICATE NUMBER:** 55043357 **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 LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <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"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					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) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N <input type="checkbox"/> N/A	WC010-00001-020 WC010-00001-019	3/1/2020 3/1/2019	3/1/2021 3/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

Coverage provided for all leased employees but not subcontractors of: Panhandle Animal Welfare Society Inc
 Client Effective: 8/20/2019

CONTRACT#: C16-2428-PS
PANHANDLE ANIMAL WELFARE SOCIETY
ANIMAL CONTROL SERVICES
EXPIRES: 08/02/2021 W2 1 YR RENEWALS

CERTIFICATE HOLDER 42579 Okaloosa County Public Safety 90 College Blvd East Niceville FL 32578	CANC SHOULD ANY OF THE ABOVE DESCRIBED... THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Rick Leonard
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CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 10/18/2016

Contract/Lease Control #: C16-2428-PS

Bid #: NA

Contract/Lease Type: CONTRACT

Award To/Lessee: PANHANDLE ANIMAL WELFARE SOCIETY

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 08/02/2016

Expiration Date: 08/02/2021 W/2 1 YR RENEWALS

Description of Contract/Lease: ANIMAL CONTROL SERVICES

Department: PS

Department Monitor: WOLFE

Monitor's Telephone #: 850-651-7150

Monitor's FAX # or E-mail: KWOLFE@CO.OKALOOSA.FL.US

Closed:

Cc: Finance Department Contracts & Grants Office

1st AMENDMENT TO CONTRACT #C16-2428-PS
PANHANDLE ANIMAL WELFARE SOCIETY CONTRACT
ANIMAL CONTROL SERVICES

This first amendment to Contract #C16-2428-PS, entered into by Okaloosa County, Florida, a political subdivision of the State of Florida, hereinafter the "County", and Panhandle Animal Welfare Society, hereinafter the "Contractor", for animal control services, is hereby amended as follows:

1. EFFECTIVE DATE: The effective date of the agreement is retroactive back to August 1, 2016.
2. All other terms of the original agreement shall remain the same.

IN WITNESS WHEREOF, this amendment to Contract #C16-2428-PS has been executed by the County and Contractor this 6th day of October 2016.

ATTEST:

OKALOOSA COUNTY, FLORIDA

Dany J. Stafford
JD Peacock II, Clerk



Charles K. Windes, Jr.
Charles K. Windes, Jr., Chairman



WITNESS:

PANHANDLE ANIMAL WELFARE SOCIETY

[Signature] 9/20/16
Witness Signature

[Signature]

Dee Thompson
Printed Name

Bonnie Stine
Printed Name

Date: 9/20/16

CERTIFIED A TRUE
AND CORRECT COPY
JD PEACOCK II
CLERK CIRCUIT COURT

BY: [Signature]
DEPUTY CLERK

DATE Oct 13, 2016



NOTICE OF AWARD

TO: Panhandle Animal Welfare Society
752 Lovejoy Rd.
Fort Walton Beach, FL 32548

PROJECT: Panhandle Animal Welfare Society

DESCRIPTION: RFQ 70-15, contract C16-2428-PS

The **OWNER** has considered the bid submitted by you for the above-described **WORK** in response to its Advertisement.

You are hereby notified that your **contract** has been accepted for items in the amounts specified within the contract.

You are required to return an acknowledged copy of this **NOTICE OF AWARD** to the **OWNER: Okaloosa County Purchasing, ATTN: DeRita Mason, 5479A Old Bethel Road, Crestview, FL 32536**. If you have any questions, please call DeRita Mason at 850-689-5960.

Dated this 30 day of September, 2016

OWNER – OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS

BY: Zan Fedorak TITLE Purchasing Manager
Zan Fedorak

ACCEPTANCE OF NOTICE

Receipt of the above **NOTICE OF AWARD** is hereby acknowledged.

BY: [Signature]

This the 12 day of Sept, 2016.

BY: Dee Thompson

Title: Executive Director of PAWS

**PERFORMANCE BOND
Annual Form**

**Travelers Casualty and Surety Company of America
Hartford, CT 06183**

Bond No. 106593234

KNOW ALL BY THESE PRESENTS, That we Panhandle Animal Welfare Society, Inc., as Principal, and Travelers Casualty and Surety Company of America, of Hartford, CT., authorized to do business in the State of Florida, as Surety, are held and firmly bound unto Okaloosa County, Florida, as Obligee, in the maximum penal sum of Four Hundred Ninety-Two Thousand Dollars and Zero Cents Dollars (492,000.00), lawful money of the United States of America, for which payment well and truly to be made we bind ourselves, our heirs, executors and assigns, jointly and severally, firmly by this Bond.

WHEREAS, the Principal has entered, or is about to enter, into a written agreement with the Obligee to perform in accordance with the terms and conditions of the RFO PS 70-15, Animal Control Service for Okaloosa County, (hereinafter referred to as the Contract), said Contract is hereby referred to and made a part hereof;

NOW, THEREFORE, the condition of this obligation is such that if the above named Principal, its successors and assigns, shall well and truly perform its obligations as set forth in the above mentioned Contract, then this Bond shall be void; otherwise to remain in full force and effect pursuant to its terms.

Notwithstanding anything to the contrary in the Contract, the Bond is subject to the following express conditions:

1. Whereas, the Obligee has agreed to accept this Bond, this Bond shall be effective for the definite period of August 1, 2016 to August 1, 2017. The Bond may be extended, at the sole option of the Surety, by continuation certificate for additional periods from the expiry date hereof. However, neither: (a) the Surety's decision not to issue a continuation certificate, nor (b) the failure or inability of the Principal to file a replacement bond or other security in the event the Surety exercises its right to not renew this Bond, shall itself constitute a loss to the Obligee recoverable under this Bond or any extension thereof.
2. The above referenced Contract has a term ending August 1, 2023. Regardless of the number of years this Bond is in force or the number of continuation certificates issued, this Bond shall not be extended beyond August 1, 2023, unless earlier nonrenewed pursuant to paragraph 1 above.
3. No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety on this instrument unless such claim, action, suit or proceeding is brought or instituted upon the Surety within one year from termination or expiration of the bond term.
4. Regardless of the number of years this Bond is in force or the number of continuation certificates issued, the liability of the Surety shall not be cumulative in amounts from period to period and shall in no event exceed the amount set forth above, or as amended by rider.
5. Any notice, demand, certification or request for payment, made under this Bond shall be made in writing to the Surety at the address specified below. Any demand or request for payment must be made prior to the expiry date of this Bond.

Surety Address: Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183
Attn: Bond Claim

6. If any conflict or inconsistency exists between the Surety's obligations or undertakings as described in this Bond and as described in the underlying Contract, then the terms of this Bond shall prevail.

SIGNED, SEALED AND DATED this 22nd day of September, 2016.

Panhandle Animal Welfare Society, Inc.

By: [Signature], Principal

Travelers Casualty and Surety Company of America

By: [Signature], Attorney-in-Fact

Robert Corley McLendon
and Licensed Resident Agent



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Surety Bond No. 106593234

Principal: Panhandle Animal Welfare Society, Inc.

OR

Project Description: RFQ PS 70-15, Animal Control
Service for Okaloosa County

Obligee: Okaloosa County, Florida

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Robert Corley McLendon of the City of Pensacola, State of FL, their true and lawful Attorney-in-Fact, to sign, execute, seal and acknowledge the surety bond(s) referenced above.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 10th day of September, 2012.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut

City of Hartford ss.

By:

Signature of Robert L. Raney
Robert L. Raney, Senior Vice President

On this the 10th day of September, 2012, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2016.



Signature of Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, _____



Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-in-Fact number, the above-named individuals and the details of the bond to which the power is attached.

USER NAME PASSWORD

[Forgot Username?](#) [Forgot Password?](#)

[Create an Account](#)

Search Results

Current Search Terms: panhandle* animal* welfare* society*

Your search for "Panhandle* Animal* Welfare* Society*" returned the following results...

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

Entity	Panhandle Animal Welfare Society Inc.	Status: Active	<input type="button" value="View Details"/>
DUNS: 616882627	CAGE Code: 0YF57		
Has Active Exclusion?: No	DoDAAC:		
Expiration Date: 10/26/2016	Delinquent Federal Debt? No		
Purpose of Registration: All Awards			

Glossary

[Search](#)

[Results](#)

Entity

Exclusion

[Search](#)

[Filters](#)

By Record Status

By Record Type

SAM | System for Award Management 1.0

IBM v1.P.48.20160624-1124

WWW1

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



Contract# C16-2428-PS
Panhandle Animal Welfare Society
Animal Control Services
Expires: 8/2/2021 w/ 2 one-year renewals

**CERTIFIED A TRUE
AND CORRECT COPY**
JD PEACOCK II
CLERK CIRCUIT COURT
BY Jessica Ward
DEPUTY CLERK



DATE Aug. 9, 2016

AGREEMENT FOR ANIMAL CONTROL SERVICE
RFQ PS 70-15
Okaloosa County, Florida

This Agreement is entered into this 2nd day of August, 2016, by and between Okaloosa County, Florida, a political subdivision of the State of Florida (the "County"), whose principal address is 1250 N. Eglin Parkway, Shalimar, FL 32579, and Panhandle Animal Welfare Society, (the "Contractor"), whose principal address is 752 Lovejoy Road, Fort Walton Beach, Florida 32548.

WITNESSETH:

I. Incorporation of Documents

The following documents are incorporated by reference into this Agreement

- A. RFQ PS 70-15, attached to this Agreement as Exhibit "A".
- B. Response by Contractor to RFQ PS 70-15, submitted on the 15th of October, 2015 attached to this Agreement as Exhibit "B".
- C. Association of Shelter Veterinarians, *Guidelines for Standards of Care in Animal Shelters*, attached to this Agreement as Exhibit "C".

II. Scope of Services

A. For good and valuable consideration, the sufficiency of which is acknowledged by all parties, the Contractor agrees to act as the animal control agency for Okaloosa County, Florida within the unincorporated areas and to perform such animal control services as required by Florida Statute and the Code of Okaloosa County, including, but not limited to, administrative and enforcement services, in accordance with Chapter 5, Article II of the Code of Okaloosa County, Chapter 828, Florida Statutes and such other applicable laws pertaining to animal control and domestic animals ("Florida Law").

B. Contractor shall provide the following services:

- 1. All Animal Control Services as authorized by Florida Law, including but not limited to, Chapter 5, Article II, of the Code of Okaloosa County, sections, 767.13, 767.14 and 823.15, Florida Statutes and Chapter 828, Florida Statutes. This includes pursuing and taking into custody any animals at large within the unincorporated areas of the County, regardless of whether the animal originated from the unincorporated areas of the County or incorporated areas of the County and regardless of whether the animal enters into the boundaries of the incorporated areas while the officer is in pursuit.

2. Provide shelter for animals taken into custody, and to provide for the handling, care and disposal of all animals in accordance with professionally recognized standards of humane treatment and Florida Law. At a minimum, Contractor shall provide a level of care in compliance with the standards set forth by the Association of Shelter Veterinarians *Guidelines for Standards of Care in Animal Shelters*, attached hereto as Exhibit "C", and herein incorporated by reference.

3. Provide or arrange for sufficient and adequate medical treatment for all impounded animals. To the extent that the Contractor employs or provides veterinarian services under a separate contract, then the Contractor shall notify the County of the name, address, phone number, and licensing details relating to all veterinarians that are providing such services on behalf of the Contractor under this Agreement.

4. The Contractor shall provide for the euthanasia for all impounded animals if required under the criteria established in Florida Law, including those that are ill or injured. If a Florida licensed veterinarian determines that an animal currently in rabies quarantine must be euthanized before the expiration of the required quarantine period, or if said animal dies before the expiration of quarantine period, then the Contractor shall notify the Health Department and the remains of the animal will be held for them to initiate rabies testing. In the case of euthanasia, the veterinarian must document the reason for the euthanasia and the Contractor will provide such documentation to the County. The Contractor will dispose of the animal remains in a manner consistent with Florida Law.

5. Quarantine shall be provided in accordance with section 767.13, Florida Statutes and Chapter 64-D, F.A.C.

6. Provide housing for each impounded and stray animal for a period of time specified by Florida Law and quarantine bite cases pursuant to cooperative agreement with the County Health Department.

7. Place animals released from quarantine and not claimed by their owners up for foster care, adoption, transfer them to another organization, or euthanize the animal in accordance with the requirements of Florida Statutes. Dogs and cats released from the animal shelter or other animal control facility shall be sterilized in accordance with section 823.15, Florida Statutes prior to the release to foster care or adoption, or if foster care or adoptions has not taken place prior to sexual maturity, within thirty (30) days of sexual maturity. Animals involved in unprovoked biting, attacking, or endangering of people or domestic animals shall not be released for foster care or adoption.

8. Provide sufficient and appropriately equipped certified Animal Control Officers during normal business hours of 8:00A.M. To 5:00P.M. Monday through Friday to enforce the ordinances of Okaloosa County and Florida Statutes. All Animal Control Officers shall have successfully completed the minimum standard training course, including but not limited to, Animal Control Officer Certification via the Florida Animal Control Association. Any Animal Control Officer hired without the minimum certification, must complete the certification within six (6) months of employment. Until an Animal Control Officer receives minimum certification he or she must operate at all times under the supervision of and in conjunction with a certified Animal Control Officer. The certificates of completion for each animal control officer shall be available for inspection during normal business hours at the offices of the Contractor. Contractor further agrees to submit to the County a copy of the certificates of completion within ten (10) business days of receipt of the certificate. The Contractor shall provide to the County a listing of all Animal Control Officers providing services under this Agreement.

9. In addition to those services provided during normal business hours, the Contractor shall provide an certified Animal Control Officer to remain on-call, 24 hours a day, seven days a week to respond to emergencies involving injured animals; vicious/aggressive animals that have bitten or inflicted injury on a person or another animal; and animal cruelty cases.

10. Contractor, through its Animal Control Officers shall issue citations against and/or impound animals determined to be in violation of applicable Florida Law; manage the investigation and prosecution of cruelty, abuse, neglect and abandonment cases, including the designation and supervision of dogs classified pursuant to Florida's "Dangerous Dog" statutes.

11. Maintain suitable office hours at the Contractor's facility for the purpose of transacting business in connection with their duties, to include but not limited to, receiving stray or animals and handling transactions for redemption or impounded and stray animals. The Contractor shall provide to the County the address and telephone number of all animal control facilities which will be utilized in the performance of any function under this Agreement.

12. Maintain accurate and detailed records of all stray, impounded or owner released animals coming into its custody including dispositions; records of all bite cases and report of investigations; and detailed financial records of all impound fees collected. These records shall be open for inspection by the County and the public during normal business hours. The information included within these records shall be in conformity with the requirements of Florida Law. Monthly animal control activity summaries shall be provided to the County.

13. Assist any County-designated agency or group of volunteers that are performing special tasks, such as responding to dog pack reports, emergency management needs, provide personnel to staff Emergency Support Function-17 during EOC activations, operate pet-friendly shelters, and other animal related situations. Assistance shall be provided by the Contractor upon notification by representatives of the County to the Contractor, either in writing or verbally of the need, so as to permit rescheduling of work assignments.

14. Provide investigations and reports as required by Florida Law.

15. Provide the County an annual audit of animal control income and expenses performed by an independent certified accountant. The County shall be notified of the name of the independent certified accounting firm performing the audit for each fiscal year. The County shall be emailed a copy of the audit upon completion.

16. Provide a demand/response system which prioritizes incoming animal control calls for services from citizens and other entities and agencies, and dispatches calls to Animal Control Officers in the field. Officers shall respond to calls for service, and when not actively engaged in answering dispatched calls, shall perform routine patrolling daily of the service area.

III. Contractor License

A. Responsibility for Licensing

1. It is the sole responsibility of the Contractor, at its own cost, to obtain and maintain any and all licenses, certificates, and permits necessary for it or its employees to carry out the services as set forth in this Agreement. The Contractor shall be solely responsible to determine that any subcontractor used under this Agreement has all necessary licenses, certificates and permits as required and that those subcontractors maintain such licenses, certificates and permits at any time they are providing services hereunder.

2. If at any time during the duration of this Agreement, the Contractor, its employees or its subcontractors, has a license, certificate or permit terminated, revoked, or placed on probation, Contractor shall immediately notify the County of that action, but in no event shall it exceed more than five (5) days of Contractor having received notice.

3. Failure to maintain licenses, permits, and certificates necessary to carry out the services as set forth in this Agreement, or notify the County of any termination, revocation, or probation as set forth above, shall be deemed a material breach of this Agreement and subject to immediate termination of this Agreement.

B. Verification of License and Certifications

1. Contractor must submit copies of all permits, licenses, and certificates it retains on behalf of itself and or its employees necessary to carry out the services as set forth in this Agreement. Said copies shall be submitted to the County within ten (10) days of the beginning of this Agreement term. In addition, Contractor shall continually provide new and or updated copies of any and all permits, licenses and certificates.

2. All permits, licenses and certificates shall also be maintained at the offices of the Contractor and shall be available for County and public inspection upon reasonable notice.

IV. Staffing

A. As this Agreement is a service agreement, staffing is of paramount importance. The Contractor will fully staff, operate and perform all current functions of Animal Control as further identified in the scope of services. Furthermore, Contractor shall provide services using the following standards, as a minimum requirement:

1. The Contractor shall provide, at its own expense, all necessary personnel to provide the services under this Agreement. The personnel shall not be employees of or have any contractual relationship with the County.

2. All personnel engaged in performing services under this Agreement shall be fully qualified, and, if required, to be licensed, authorized or permitted under Federal, State and local law to perform such services. Personnel shall also be fully vetted by Contractor prior to hiring, including criminal background checks at both the local and national level. Such documentation shall be available to the County upon reasonable notice.

3. Contractor's staff shall be properly trained to provide all services under this Agreement in a professional and courteous manner. Contractor's staff shall at all times wear name tags that accurately reflect their name.

4. Contractor shall be responsible for providing the highest quality service to individuals seeking their assistance under the provisions of this Agreement.

5. Contractor shall resolve all complaints as expeditiously as possible and shall take whatever steps are necessary to remedy the cause of a complaint within twenty-four (24) hours after receiving a complaint from an individual or the County regarding services provided under this Agreement.

6. If the County receives a complaint regarding Contractor's service under this Agreement, the complaint shall be immediately forwarded to Contractor by telephone or electronic communication.

7. Contractor shall keep a written record of all calls it receives (either directly or through the County) or walk-ins regarding Contractor's service under this Agreement in a format approved by the County. Contractor shall use a standard form to record the pertinent facts regarding each call and how it was resolved. The form shall identify complaints including complainant's name, contact information, the time and date when a complaint was received, when Contractor responded to the complaint, and the date and time when the complaint was resolved. Contractor's records and forms shall be kept up to date and a record of all calls shall be submitted monthly to the County and shall be available for inspection by the County during normal business hours.

8. Contractor shall notify the County regarding any disputes that have not been resolved within twenty-four (24) business hours after receiving the complaint. Contractor may request, and the County may grant, additional time to remedy a complaint when necessary. If a dispute is not resolved to a customer's satisfaction, the County shall have the authority to determine how the dispute will be resolved.

V. Amount of Agreement/Subject to Appropriations

A. For the services provided herein, the County shall pay to the Contractor a total amount of Four Hundred Ninety-Two Thousand Dollars (\$492,000.00) annually, with a two percent (2%) increase after the completion of year three (3) of the Agreement. Such annual amount shall be paid on a monthly basis. Payment shall be in arrears for those services provided in the preceding month.

B. All fees and revenues received by the Contractor shall be maintained in discrete revenue accounts separate and distinct from the revenue accounts for any other entity or function of the Contractor and used to determine year-end verification of revenues and expenditures in accordance with this Agreement.

C. The performance by each party of its obligations under this Agreement shall be subject to and contingent upon the appropriations of available funds by the Board of County Commissioner or as otherwise lawfully expendable for the purpose of this Agreement for the current and future periods. ~~In the event the Board declines to appropriate funding for the financial obligations as required in this Agreement, then this Agreement shall be deemed null and void.~~

VI. Donations, Grants, and Fines

A. The Contractor shall issue numbered receipts, keep appropriate records, and account separately for all donations and grants received by Contractor for those services addressed within this Agreement. To the extent that any such donations or grants are received which are related to the provision of these animal control services, the Contractor shall use such donations and or grants only for the benefit of the impounded animals in the unincorporated areas of Okaloosa County.

B. If the Contractor collects any fines on behalf of the County the fines as set forth in the Okaloosa County Code, shall be remitted to the County.

VII. Medical Research

In no event shall any animals under the care, custody, or control of the Contractor be given, bartered or sold to any medical research company.

VIII. Duration of Agreement

This Agreement shall be effective upon execution by both parties, and shall automatically terminate on five (5) years from that date set forth above. This Agreement may be extended for up to two (2) additional periods of one (1) year upon the mutual written agreement of both parties.

IX. Termination Without Cause

The County may terminate this agreement without cause by providing the Contractor with written notice of termination at least sixty (60) days prior to the date of termination. Contractor shall only be entitled to expenses and costs as set forth in this Agreement through the date of termination.

X. Termination With Cause

A. The County may terminate this Agreement for cause if the Contractor shall default in the performance of any of its obligations under this Agreement. Default shall include, and not limited to, the occurrence of any one of the following events and same is not corrected to the sole satisfaction of the County within fifteen (15) days after the County provides the Contractor with written notice of said default:

1. Failure to provide food or water for animals in the custody of Contractor.
2. Failure to procure appropriate veterinary care for any sick or injured animal in the custody of the Contractor.

3. Failure to administer euthanasia in a humane manner.
4. Failure to maintain the Facilities in a clean, safe and sanitary manner.
5. Breach of any other term, condition or requirement of this Agreement and/or local, state or federal law or regulation.

B. Upon termination or expiration of this Agreement, the liabilities of the parties shall be limited to the payment of fees and credits incurred or accrued through and including the last effective day of the term of this Agreement. However, should the impoundment of any animal extend beyond the Agreement period, the County shall be responsible for all boarding fees at the rate charged to the general public, medical fees, and disposal fees in the event the animal is euthanized.

XI. Notice

A. All notices required by this Agreement shall be in writing to the representatives listed below:

1. The authorized representative of the County shall be:

Okaloosa County Public Safety Director or Designee
90 College Blvd. East
Niceville, Florida 32570

2. The authorized representative of the Contractor shall be:

Executive Director or Designee
Panhandle Animal Welfare Society
752 Lovejoy Road
Fort Walton Beach, Florida 32548

3. Courtesy copy to:

Contracts & Leases Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536
850-689-5960/850-689-5998 (FAX)

B. Any party shall have the right, from time-to-time, to change the address to which notices shall be sent by giving the other party at least five (5) business days prior notice of the address change.

XII. Compliance with the Law

In providing all services/good pursuant to this agreement, the Contractor shall abide by all statutes, ordinances, rules and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereinafter adopted. Any violation of said statutes, ordinances, rules and regulations shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement immediately upon delivery of written notice of termination to the Contractor. The Contractor shall possess proper licenses to perform work in accordance with these specifications throughout the term of this Agreement.

XIII. Governing Law & Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be exclusively in Okaloosa County, Florida.

XIV. Public Records & Animal Control Management Information System

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT, 5479 OLD BETHEL ROAD, CRESTVIEW, FL 32536; PHONE: (850)689-5977 AND ELECTRONIC MAIL riskinfo@co.okaloosa.fl.us.

A. Contractor acknowledges that as it is performing services on behalf of the County, that it is subject to the Florida Public Records Law. The Contractor shall maintain all records generated and received as part of its services under this Agreement in accordance with the Florida Public Records Act, Chapter 119, Florida Statutes. Contractor must specifically:

1. Keep and maintain public records required by the County to perform the service.
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law

for the duration of the Agreement term and following completion of the contract if the contractor does not transfer the records to the County.

4. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the Agreement, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the Agreement, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

5. Notify the County any and every time it receives a public records request pertaining to services provided under this Agreement, and copy the County on all responses to public records requests. In the event that any documents are withheld as a result of them being exempt or confidential then the Contractor shall notify the County of the provision under law for which the document was withheld.

B. Failure of Contractor to comply with a public records request, including the failure to comply within a reasonable time period, will be considered a breach under this Agreement and may result in termination of the Agreement.

C. Contractor shall be responsible for complying with all reporting requirements in accordance with the law, including but not limited to, section 823.15, Florida Statutes, and any and all Drug Enforcement Administration recording requirements. In addition, Contractor shall provide a monthly report to the County, setting forth the number of animals impounded within that monthly time period, the total number of animal at the shelter during the month, any quarantines during the month and the reasoning for the quarantines, and any medical treatments during the month.

D. Any and all records and reports required to be maintained in accordance with this Agreement shall be available upon the written request of the County within a reasonable time but under no circumstances more than ten (10) business days from request. Failure of Contractor to make available those records may result in an administrative assessment being imposed against Contractor to offset the cost of the administrative costs. More particularly:

1. Contractor acknowledges that it is difficult if not impossible for the County to ascertain the administrative costs which could occur as a result of Contractor's failure to provide records and reports to the County within a reasonable time upon a written request. As such, the County may impose an administrative assessment in the amount of \$50 per day for failure to provide records and or reports requested within ten (10) business days from the initial request.

2. The County shall notify the Contractor in writing at least ten (10) days in advance of the County's intent assess liquidated damages and to deduct liquidated damages for failure to provide records from payments due or to become due to Contractor.

3. In the event the Contractor wishes to contest the imposition of the administrative assessment, the Contractor shall, within five (5) business days after receiving the notice of assessment, request in writing an opportunity to be heard by the County. The County shall meet with Contractor as soon as practical and determine whether there are circumstances which mitigate or justify not imposing the administrative assessment. In the event the Contractor wishes to contest the County's decision, the Contractor shall, within five (5) Days after being heard by the County, request in writing an opportunity to be heard by the County Administrator. The County Administrator shall meet with the Contractor as soon as practical and make a decision regarding the assessment(s). The decision of the County Administrator will be final.

4. The Contractor expressly waives and relinquishes any right to characterize the administrative assessment as a penalty. The Contractor agrees that the administrative assessment established herein represent a fair and reasonable estimate of the County's administrative cost resulting from the Contractor's failure to provide the records within a reasonable time. The administrative assessment shall be deducted from the payment to the Contractor.

XV. Assignment

Contractor may not assign its interest in this Agreement without the express written consent of the County, which will not be unreasonably withheld.

XVI. Disclosure and Conflict of Interest

A. The Contractor represents that it, its directors, principles and employees, presently have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required by this Agreement, as provided in section 112.311, et. seq., Florida Statutes.

B. Upon execution of this Agreement, and thereafter as changes may require, the Contractor shall notify the County of any financial interest it may have in any and all contracts, with Okaloosa County.

XVII. Financial Responsibility

Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

XVIII. Taxes

The County is exempt from payment of Florida State Sales and Use taxes. The Contractor shall not be exempt solely by virtue of the County's exemption from paying sales tax to its suppliers for materials used to fulfill its obligations under this Agreement, nor is the Contractor authorized to use the County's Tax Exemption Number in securing such materials. The Contractor shall be responsible for any and all taxes, assessments, or payments of withholdings, related to services rendered under this Agreement.

XIX. Inspection of Books and Facilities/Audit/Accounting

A. Contractor shall keep and maintain all books, records, and documents directly pertaining to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The County and its authorized representatives shall have reasonable and timely access to such records of the Contractor for public records purposes during the term of this Agreement and for five (5) years following the termination of this Agreement.

B. If an auditor employed by the County or Clerk determines that monies paid to the Contractor pursuant to this Agreement were spent for purposes not authorized by this Agreement, the Contractor shall repay the monies together with interest calculated pursuant to section 55.03, Florida Statutes, running from the date the monies were paid to Contractor.

C. In addition, the Contractor shall, at its expense, provide the County with an annual audit prepared by an independent Certified Public Accountant; said audit shall conform to generally acceptable auditing standards and shall be submitted to the County within one hundred twenty (120) days following the close of the Contractor's fiscal year. If this Agreement is terminated early, the County has a right to demand an accounting of all funds held by the Contractor.

D. In addition to an independent auditor, the County when it deems proper, may internally audit the Contractor through any mechanism it deems proper, including but not limited to establishing a committee at which Contractor will be responsible to appear before and provide any and all necessary records.

E. The Contractor shall also allow the County to inspect the Contractor's property, facilities or vehicles at any reasonable time, during regular business hours.

F. In addition, the County shall have the right to inspect the premises up to four (4) times annually, during regular business hours.

XX. Indemnification and Hold Harmless

Contractor agrees to indemnify and hold the County, its officers, agents, and employees harmless from any liability, loss or damage that Contractor, Contractor's employees, Contractor's agents and employees, Contractor's volunteers may have and/or may cause in performance of this Agreement. The parties further agree that nothing contained herein is intended to and shall not be construed as a waiver of the County's right and immunities under section 768.28, Florida Statutes, or any other law as amended from time-to-time. Should legal action be brought against the County for services to be performed or which have been performed or should have been performed by Contractor under the terms of this Agreement, Contractor shall indemnify the County for costs and expenses to defend said suit, including attorney's fees and costs.

XXI. Insurance Requirements

A. Insurance and Bonding Requirements

1. A Performance Bond will be required. The bond amount shall be 100% of the negotiated Agreement price and shall be provided ten (10) days after the issuance of the Notice of Award.

2. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.

3. All insurance policies shall be with insurers licensed to do business in the State of Florida.

4. All insurance shall include the County as an Additional Insured. The coverage afforded the Additional Insured under this policy shall be primary insurance. The amount of the Contractor's liability under this policy shall not be reduced by the existence of such other insurance.

5. The County shall be listed as Additional Insured by policy endorsement on all insurance contracts applicable to this Agreement except Worker's Compensation and Professional Liability.

6. The County shall be furnished proof of coverage by certificates of insurance (COI) and endorsement for every applicable insurance contract required by this Agreement. The COI's and policy endorsements must be delivered to the County Representative not less than ten (10) days prior to the commencement of any and all contractual agreements between the County and the Contractor.

7. The County shall retain the right to reject all insurance contracts that do not meet the requirements of this Agreement. Further, the County reserves the right to change these insurance requirements within 60-day notice to Contractor.

8. The insurance definition of Insured or Additionally Insured shall include Subcontractor, Sub-subcontractor, and any associated or subsidiary companies of the Contractor, which are involved, and which is a part of the Agreement.

9. The County reserves the right at any time to require the Contractor to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.

10. The designation of Contractor shall include any associated or subsidiary company which it's involved and is a part of the Agreement and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.

11. All policies shall be written so that the County will be notified of cancellation or restrictive amendments at least thirty (30) days prior to the effective date of such cancellation or amendment. Such notice shall be given directly to the County Representative.

12. The Contractor shall secure and maintain during the life of this agreement Workers' Compensation insurance for all of its employees employed for services provided in relation to this Agreement, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual agreements which have been approved by the County.

13. Such insurance shall comply with the Florida Workers' Compensation Law.

14. No class of employee, including the Contractor, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

15. The Contractor shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include Owned, Non-owned & Hired Motor Vehicle coverage.

16. The Contractor shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures. The coverage shall include both On-and Off-Premises Operations, Contractual Liability, and Broad Form Property Damage.

17. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claim-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Contractor shall notify the County representative in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.

18. Commercial General Liability coverage shall be endorsed to include the following:

- a. Premises – Operation Liability;
- b. Occurrence Bodily Injury and Property Damage Liability;
- c. Independent Contractor’s Liability;
- d. Completed Operations and Products Liability.

19. Contractor shall agree to keep in continuous force Commercial General Liability coverage including Completed Operations and Products Liability for the length of the Agreement. The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer’s liability with limits as prescribed in this Agreement:

Contractor shall maintain the following limits of coverage:

- a. Worker’s Compensation
 - 1. State Statutory
 - 2. Employer’s Liability \$100,000 each accident
- b. Business Automobile & Commercial \$1,000,000 each occurrence
 - i. General Liability Insurance (A combined single limit)
- c. Personal and Advertising Injury \$250,000

20. The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor’s knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

21. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractors in the performance of this Agreement.

22. Certificates of insurance, in duplicate, indicating the job site and evidencing all required coverage must be submitted to and approved by County prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 602-C North Pearl Street, Crestview, Florida 32536.

23. All policies shall expressly require thirty (30) days written notice to Okaloosa County at the address set out above, or the cancellations of material alterations of such policies, and the Certificates of Insurance, shall so provide.

24. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and satisfactory character of the Insurer. The County reserves the right to approve or reject all deductible/SIR above \$10,000. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs).

25. All deductibles or SIRs, whether approved by Okaloosa county or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.

26. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible of SIR. Specific written approval from Okaloosa County will only be provided upon demonstration that the Contractor has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible of SIR.

27. Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

28. The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this Agreement.

29. Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this agreement to each subcontractor and sub-subcontractor.

30. The Contractor hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the Contractor under all the foregoing policies of insurance.

31. The Contractor shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this agreement.

XXII. Independent Contractor

Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as its employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.

XXIII. Equal Employment Opportunity; Non Discrimination

Respondent will not discriminate against any employee or an applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, familial status or handicap.

XXIV. Third Party Beneficiary

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

XXV. Entire Contract & Waiver

A. This Agreement and Exhibits "A", "B" and "C" as incorporated herein, contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties and signed by both parties.

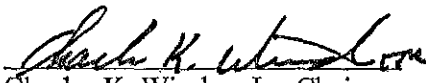
B. The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereto shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

XXVI. Severability

If any portion of this Agreement shall be determined by a court of competent jurisdiction to be invalid, then the remaining terms of the Agreement shall remain in full force and effect as if the invalid provision had not been included as part of the Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

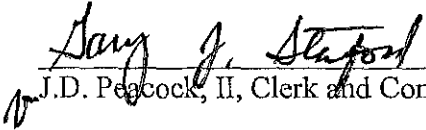
OKALOOSA COUNTY


Charles K. Windes, Jr., Chairman




Date: 8 / 3 / 14

ATTEST:


J.D. Peacock, II, Clerk and Comptroller

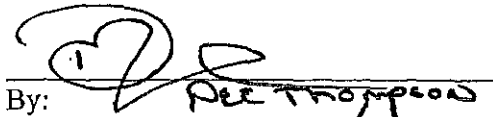


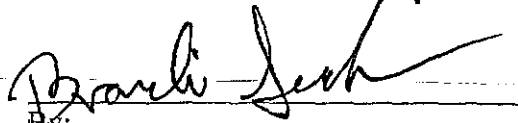
PANHANDLE ANIMAL WELFARE
SOCIETY,


PAWS Representative.
Print Name: Susan Parker

Date: 7 / 20 / 14

WITNESSES FOR PANHANDLE
ANIMAL WELFARE SOCIETY


By: All Thompson


By: Branch Leach

AGREEMENT FOR ANIMAL CONTROL SERVICES

EXHIBIT A

NOTICE TO RESPONDENTS
RFQ PS 70-15

The Okaloosa County Board of County Commissioners request qualifications from interested respondents detailing their qualifications and experience to provide **Animal Control Services**.

Interested respondents desiring consideration shall provide an original and five (5) copies (total of 6 copies) of their Request for Qualifications (RFQ) response with the respondent's areas of expertise identified. Submissions shall be portrait orientation, unbound, and 8 ½" x 11" where practical. **All originals must have original signatures in blue ink.** Qualification documents are available for download by accessing the Okaloosa County website at <http://www.co.okaloosa.fl.us/purchasing/home> then accessing the link "View Current Solicitations" or by accessing the Florida Purchasing Group website at <http://www.floridabidsystem.com/Bids/ViewOpenSolicitations.asp>.

RFQs must be delivered to the Okaloosa County Purchasing Department at the address below no later than X:XX p.m., **October 15th, 2015** in order to be considered. All qualifications received after the stated time and date will be returned unopened and will not be considered. **NOTE: Crestview, FL is not a next day guaranteed delivery location by most delivery services.** Respondents using mail or delivery services assume all risks of late or non-delivery.

All qualifications must be in sealed envelopes reflecting on the outside thereof "Animal Control Services". Failure to mark outside of the envelope as set forth herein shall result in the submittal not being considered.

The County reserves the right to award to the firm with a resulting negotiated agreement that is most advantageous and in the best interest of Okaloosa County, and to waive any irregularity or technicality. Okaloosa County shall be the sole judge of the submittal and the resulting negotiated agreement that is in its best interest and its decision will be final.

All submittals should be addressed as follows:

Animal Control Services
Okaloosa County Purchasing Department
602-C North Pearl Street
Crestview, FL 32536

Zan Fedorak
Purchasing Manager

Date

OKALOOSA COUNTY
BOARD OF COUNTY COMMISSIONERS

Nathan D. Boyles
Chairman

REQUIREMENTS

SCOPE OF WORK:

Okaloosa County Public Safety is soliciting for an Animal Control provider. This is a Request for Qualifications (RFQ) process for interested persons/firms to submit their credentials and qualifications to the County for consideration to be the animal control provider for the County. The respondent shall provide the following services in accordance with Okaloosa County Ordinance 92-25 and Florida Statutes Chapter 828 as it applies to domestic animals.

1. General/Administrative/Office Hours

Animal control service shall enforce all applicable Okaloosa County Ordinances and Florida statutes relating to animal control including but not limited to the following duties and responsibilities:

- a. Provide appropriately equipped and certified Animal Control Officers during normal business hours of 8:00A.M. To 5:00P.M. Monday through Friday to enforce the ordinances of Okaloosa County and Florida Statutes.
- b. An animal control officer shall remain on-call, 24 hours a day, seven days a week to respond to emergencies involving injured animals; vicious/aggressive animals that have bitten or inflicted injury on a person or another animal; and animal cruelty cases.
- c. Issue citations against and/or impound animals determined to be in violation of applicable County ordinances or Florida Statutes; manage the investigation and prosecution of cruelty, abuse, neglect and abandonment cases, including the designation and supervision of dogs classified pursuant to Florida's "Dangerous Dog" statutes.
- d. Maintain suitable office hours at the animal control facility for the purpose of transacting business in connection with their duties, to include but not limited to, receiving stray or owner surrendered animals and handling transactions for redemption or impounded and stray animals.
- e. Shall maintain accurate and detailed records of all stray, impounded or owner released animals coming into its custody including dispositions; records of all bite cases and report of investigations; and detailed financial records of all impound fees collected. These records shall be open for inspection during normal business hours to the County. Quarterly animal control activity summaries shall be provided to the county.
- f. Shall assist any County-designated agency or group of volunteers on special tasks, such as responding to dog packs, emergency management, provide personnel to staff Emergency Support Function-17 during EOC activations, operate pet-friendly shelter, and other animal related situations. Requirements for such assistance shall be communicated by the County to animal control in advance, either in writing or verbally, to permit rescheduling of work assignments.
- g. Shall provide at its sole expense, obtain and keep in force, Insurance with the County named as additional insured established at levels determined in the contract for services.
- h. Shall provide investigations and reports as required per state and local law.

- i. Shall provide the County an audit of animal control income and expenses performed by an independent certified accountant. The County shall be notified of the name of the independent certified accounting firm performing the audit for each fiscal year. The County shall be emailed a copy of the audit upon completion.
- j. Shall provide a demand/response system which prioritizes incoming animal control demands for services from citizens, and dispatches calls to Animal Control Officers in the field. Officers shall respond to citizen requests for assistance, and when not actively engaged in answering dispatched calls, shall perform routine patrolling daily of the service area.
- k. Shall house each impounded and stray animal for a period of time specified by applicable County ordinance or Florida statutes and quarantine bite cases pursuant to cooperative agreement with the County Health Department.

2. Field Services:

- a. Respond to field service calls involving roaming, lost, found, or injured domestic animals.
- b. Respond with appropriate law enforcement personnel and/or qualified Animal Control Officers to vicious/aggressive animal complaints as outlined in Florida Statute Chapter 828.
- c. Promote responsible animal stewardship in accordance with Okaloosa County Ordinance 92-25 and Florida Statute Chapter 828.
- d. May pick up dead animals on private property for a fee as determined by respondent and the fee is paid by the owner of the animal and/or property owner.

3. Veterinary Services:

- a. Provide basic, minimum care/treatment for impounded animals.
- b. Provide euthanasia services in accordance with Florida Statute Chapter 828.058, and disposal of bodies of dead animals in accordance with Florida Statute 823.041 Note the preferred method in Okaloosa County is cremation (burning).
- c. Detailed records of euthanasia must be kept that identify the type of animal, date euthanized, reason for action, name of person conducting the procedure and certification date.
- d. Animal control may provide pet euthanasia services and disposal of remains to private citizens for a reasonable fee determined by the animal control agency.

4. Sheltering:

- a. Provide sheltering services and facilities for impounded animals, including dogs that are vicious/aggressive.
- b. Provide quarantine facility care for animals that have bitten and/or broken the skin of a human.
- c. Provide an animal adoption service.

5. Personnel Certifications:

- a. Animal Control Officers -- Provide certified animal control officers fully qualified to carry out the duties outlined in Okaloosa County Ordinance No. 92-25 and Florida Statute 828.058.
- b. Officers must be chemical capture certified per local and state requirements.
- c. Designated staff must be euthanasia certified per local and state requirements.
- d. Animal Control must provide proof of being road certified for animal control.
- e. Animal Control designated personnel must be knowledgeable in animal facts such as breed recognition, disease risks and prevention, rabies facts and animal first aid.
- f. Animal Control designated personnel must be knowledgeable in livestock and equine abuse investigation and care, and certified as required by local and state regulations.

6. Facilities, Equipment, and Vehicles:

- a. Provide facilities to house all animals taken into their care in accordance with acceptable animal health care standards, including vicious dogs. Describe how facilities will be provided and how the cost will be factored into the overall cost of the proposed contract.
- b. Provide quarantine areas and care for animals.
- c. Animal Control must provide vehicles, at its expense and provide own maintenance and daily operations.
- d. Animal Control must provide at its expense cages, crates, leash or halters required for animals under their control.
- e. Animal Control is responsible to insure all personnel are properly licensed and trained in vehicle operations.

7. The County is interested in considering a spay/neuter program. Propose how this program could be created, administered, and how the cost would be factored into the overall cost of the proposed contract.

EVALUATION OF SUBMISSIONS

In evaluating submissions, the County shall consider several factors, including but not limited to:

Criteria
Experience
Availability of Facilities and Vehicles
Staffing
Veterinarian Services
Animal Adoption Program
Chemical Capture Certification

The order in which these items are listed does not necessarily reflect their order of importance.

TERM OF CONTRACT:

5 years with no renewal options, which is contingent upon the availability of funding.

GENERAL INSURANCE REQUIREMENTS

REVISED: 09/22/14

BONDING REQUIREMENTS

A Performance Bond will be required. The bond amount shall be 100% of the negotiated contract price and shall be provided 10 days after the issuance of the Notice of Award.

RESPONDENT'S INSURANCE

1. The Respondent shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Management Manager or designee.
2. All insurance policies shall be with insurers licensed to do business in the State of Florida.
3. All insurance shall include the interest of all entities names in and its respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by County as Additional Insured. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. The County shall be listed as Additional Insured by policy endorsement on all insurance contracts applicable to this Agreement except Workers' Compensation and Professional Liability.
5. The County shall be furnished proof of coverage by certificates of insurance (COI) and endorsements for every applicable insurance contract required by this Agreement. The COI's and policy endorsements must be delivered to the County Representative not less than ten (10) days prior to the commencement of any and all contractual agreements between the County and the Respondent.
6. The County shall retain the right to reject all insurance contracts that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Respondent.
7. The insurance definition of Insured or Additional Insured shall include Subcontractor, Sub-subcontractor, and any associated or subsidiary companies of the Respondent, which are involved, and which is a part of the contract.
8. The County reserves the right at any time to require the Respondent to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.
9. The designation of Respondent shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.

10. All policies shall be written so that the County will be notified of cancellation or restrictive amendments at least thirty (30) days prior to the effective date of such cancellation or amendment. Such notice shall be given directly to the County Representative.

WORKERS' COMPENSATION INSURANCE

1. The Respondent shall secure and maintain during the life of this agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Respondent shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual agreements which have been approved by the County.
2. Such insurance shall comply with the Florida Workers' Compensation Law.
3. No class of employee, including the Respondent himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

BUSINESS AUTOMOBILE AND COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Respondent shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include Owned, Non-owned & Hired Motor Vehicle coverage.
2. The Respondent shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures. The coverage shall include both On-and Off-Premises Operations, Contractual Liability, and Broad Form Property Damage.
3. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claim-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Respondent shall notify the County representative in writing. The Respondent shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.
4. Commercial General Liability coverage shall be endorsed to include the following:
 - 1.) Premises – Operation Liability
 - 2.) Occurrence Bodily Injury and Property Damage Liability
 - 3.) Independent Respondent's Liability
 - 4.) Completed Operations and Products Liability
5. Respondent shall agree to keep in continuous force Commercial General Liability coverage including Completed Operations and Products Liability for the length of the contract.

LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

	<u>LIMIT</u>
1. Worker's Compensation	
1.) State	Statutory
2.) Employer's Liability	\$100,000 each accident
2. Business Automobile & Commercial General Liability Insurance	\$1,000,000 each occurrence (A combined single limit)
3. Personal and Advertising Injury	\$250,000
4. Professional Liability	\$1,000,000 each occurrence (A combined single limit)

NOTICE OF CLAIMS OR LITIGATION

The Respondent agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Respondent's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Respondent becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

To the fullest extent permitted by law, Respondent shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Respondent and other persons employed or utilized by the Respondent in the performance of this contract.

Note: For respondent's convenience, this certification form is enclosed and is made a part of the proposal package.

CERTIFICATE OF INSURANCE

1. Certificates of insurance, in duplicate, indicating the job site and evidencing all required coverage must be submitted to and approved by County prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 602-C North Pearl Street, Crestview, Florida, 32536.
2. All policies shall expressly require 30 days written notice to Okaloosa County at the address set out above, or the cancellations of material alterations of such policies, and the Certificates of Insurance, shall so provide.

3. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. County reserves the right to approve or reject all deductible/SIR above \$10,000. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs).
4. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Respondent's full responsibility. In particular, the Respondent shall afford full coverage as specified herein to entities listed as Additional Insured.
5. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from Okaloosa County will only be provided upon demonstration that the Respondent has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the Respondent required for its own protection or on account of statute shall be its own responsibility and at its own expense.

The carrying of the insurance described shall in no way be interpreted as relieving the Respondent of any responsibility under this contract.

Should the Respondent engage a subcontractor or sub-subcontractor, the same conditions will apply under this agreement to each subcontractor and sub-subcontractor.

The Respondent hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the Respondent under all the foregoing policies of insurance.

UMBRELLA INSURANCE

The Respondent shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this agreement.

GENERAL QUALIFICATIONS CONDITIONS

1. PRE-QUALIFICATION ACTIVITY -

Addendum - Except as provided in this section, respondents are prohibited from contacting or lobbying the County, County Administrator, Commissioners, County staff, and Review Committee members, or any other person authorized on behalf of the County related or involved with the solicitation. All inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue must be directed in writing, by US mail or email to:

Okaloosa County Purchasing Department
602 C North Pearl Street
Crestview, FL 32536
Email: sestes@co.okaloosa.fl.us
(850)689-5960

All questions or inquiries must be received no later than the last day for questions (reference RFQ & Respondent's Acknowledgement form). Any addenda or other modification to the bid documents will be issued by the County five (5) days prior to the date and time of bid closing, as a written addenda distributed to all prospective respondents by posting to the Florida Online Bid System (Florida Purchasing Group) and the Okaloosa County Web Site. To access the Florida Online Bid System go to: www.floridabidsystem.com. To access the Okaloosa County Web Site go to: <http://www.co.okaloosa.fl.us/purchasing/current-solicitations>.

Such written addenda or modification shall be part of the RFQ documents and shall be binding upon each respondent. Each respondent is required to acknowledge receipt of any and all addenda in writing and submit with their documents. No respondent may rely upon any verbal modification or interpretation.

2. **PREPARATION OF QUALIFICATIONS** – Qualifications which contain any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for which shall in any manner fail to conform to the conditions of public notice requesting qualifications may be rejected.
- A. Qualifications submitted by a corporation shall be executed in the corporate name by the president or a vice president or other corporate officer who has legal authority to sign.
 - B. Qualifications submitted by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.
 - C. Qualifications submitted by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.
 - D. Qualifications submitted by an individual shall show the respondent's name and official address.

- E. Qualifications submitted by a joint venture shall be executed by each joint venture in the manner indicated in the Request for Qualification. The official address of the joint venture must be shown below the signature.
- F. All signatures shall be in blue ink. All names shall be typed or printed below the signature.
- G. The submittal shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the form. The address and telephone # for communications regarding the submittal shall be shown.
- H. If the respondent is an out-of-state corporation, the submittal shall contain evidence of respondent's authority and qualification to do business as an out-of-state corporation in the State of Florida in accordance with Article 3. A state contractor license # for the State of Florida shall also be included on the proposal form. Respondent shall be licensed in accordance with the requirements of Chapter 489, Florida Statutes.

3. **INTEGRITY OF QUALIFICATIONS DOCUMENTS** - Respondents shall use the original qualification documents provided by the Purchasing Department and enter information only in the spaces where a response is requested. Respondents may use an attachment as an addendum to the qualification documents if sufficient space is not available. Any modifications or alterations to the original solicitation documents by the respondent, whether intentional or otherwise, will constitute grounds for rejection of submittal. Any such modifications or alterations that a respondent wishes to propose must be clearly stated in the respondent's response and the form of an addendum to the original documents.

4. **SUBMITTAL OF QUALIFICATIONS** - Qualifications shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or request for qualifications and shall be enclosed in an opaque sealed envelope plainly marked with the project title (and, if applicable, the designated portion of the project for which the qualifications are being submitted for), the name and address of the respondent, and shall be accompanied by the other required documents.

Note: Crestview is not a next day delivery site for overnight carriers.

5. **MODIFICATION & WITHDRAWAL OF SUBMITTAL** - Qualifications may be modified or withdrawn by an appropriate document duly executed in the manner that a submittal must be executed and delivered to the place where documents are to be submitted prior to the date and time for the opening of the solicitation.

If within 24 hours after qualifications are opened any respondent files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material substantial mistake in the preparation of its submittal, that respondent may withdraw its submittal, and the respondent's security will be returned. Thereafter, if the work is a re-qualification, that respondent will be disqualified from 1) further purposing on the work, and 2) doing any work on the contract, either as a subcontractor or in any other capacity.

Note: Crestview, Florida is "not a next day guaranteed delivery location" by delivery services.

6. **QUALIFICATIONS DOCUMENTS TO REMAIN SUBJECT TO ACCEPTANCE** – All qualifications documents will remain subject to acceptance or rejection for sixty (60) calendar days after the day of the opening, but the County may, in its sole discretion, release any submittal and return the respondent's security prior to the end of this period.
7. **IDENTICAL TIE QUALIFICATIONS** - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more qualifications which are equal with respect to price, quality and service are received by the County for the procurement of commodities, contractual services, a submittal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process (see attached certification form).

Established procedures for processing tie qualifications will be followed if none of the tied vendors have a drug-free workplace program.

Note: For respondent's convenience, this certification form is enclosed and is made a part of the qualification package.

8. **CONDITIONAL & INCOMPLETE QUALIFICATIONS** - Okaloosa County specifically reserves the right to reject any conditional submittal and qualifications which make it impossible to determine the true quality of services to be provided by respondent.
9. **ADDITION/DELETION OF ITEM** – The County reserves the right to add or delete any item from this qualification or resulting contract when deemed to be in the County's best interest.
10. **APPLICABLE LAWS & REGULATIONS** – All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the qualifications throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.
11. **DISQUALIFICATION OF RESPONDENTS** - Any of the following reasons may be considered as sufficient for the disqualification of a respondent and the rejection of its qualifications:
 - a. Submission of more than one qualification for the same work from an individual, firm or corporation under the same or different name.
 - b. Evidence that the respondent has a financial interest in the firm of another proposer for the same work.
 - c. Evidence of collusion among respondents. Participants in such collusion will receive no recognition as respondents for any future work of the County until such participant has been reinstated as a qualified respondent.
 - d. Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.
 - e. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of qualifications.

- f. Default under previous contract.
- g. Listing of the respondent by the Federal Government on its barred/suspended vendor list.

12. AWARD OF CONTRACT-

Okaloosa County Review - Okaloosa County designated Staff will review all qualifications and will participate in the Recommendation to Award.

The County will award the contract to the most qualified respondent, and the County reserves the right to award the contract to the respondent submitting the most responsive submittal with a resulting negotiated agreement which is most advantageous and in the best interest of the County, and to reject any and all qualifications or to waive any irregularity or technicality in qualifications received. Okaloosa County shall be the sole judge of the qualifications and the resulting negotiated agreement that is in its best interest and its decision shall be final.

Okaloosa County reserves the right to waive any informalities or reject any and all qualifications, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this RFQ and to accept the submittal that in its judgment will best serve the interest of the County.

Okaloosa County specifically reserves the right to reject any conditional qualifications and bids which make it impossible to determine the true quality of services to be provided by respondent.

- 13. PAYMENTS** – The respondent shall be paid upon submission of invoices and approval of acceptance by Okaloosa County Board of County Commissioners, Finance Office, 302 N. Wilson St., #203, Crestview FL 32536, for the prices stipulated herein for articles delivered and accepted. Invoices must show Contract #.
- 14. DISCRIMINATION** - An entity or affiliate who has been placed on the discriminatory vendor list may not submit qualifications for a contract to provide goods or services to a public entity, may not submit qualifications on a contract with a public entity for the construction or repair of a public building or public work, may not submit qualifications on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
- 15. PUBLIC ENTITY CRIME INFORMATION** - Pursuant to Florida Statute 287.133, a respondent may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- 16. CONFLICT OF INTEREST** - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their qualifications the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its agencies. Furthermore, all respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.

17. **REORGANIZATION OR BANKRUPTCY PROCEEDINGS** – Qualifications will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.
18. **INVESTIGATION OF RESPONDENT** – The County may make such investigations, as it deems necessary to determine the stability of the respondent to perform the work and that there is no conflict of interest as it relates to the project. The respondent shall furnish any additional information and financial data for this purpose as the County may request.
19. **AUTHORITY TO PIGGYBACK** - All respondents submitting a response to this Request for Qualifications agree that such response also constitutes qualifications to all governmental agencies under the same conditions, for the same contract price, and for the same effective period as this proposal, should the respondent feel it is in their best interest to do so.
Each governmental agency desiring to accept these qualifications and make an award thereof shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this contract.

This agreement in no way restricts or interferes with the right of any governmental agency to bid any or all items.

20. **NO CONTACT CLAUSE** - The Okaloosa County Board of County Commissioners have established a solicitation silence policy (No Contact Clause) that prohibits oral and written communication regarding all formal solicitations for goods and services issued by the Board through the County Purchasing Department. The period commences when the procurement document is received by the respondent and terminates when the Board of County Commissioners approves an award.

Note: For respondent's convenience, this certification form is enclosed and is made a part of this qualifications package.

21. **REVIEW OF PROCUREMENT DOCUMENTS** - Per Florida Statute 119.071 (2) 2 sealed bids, proposals, or replies received by an the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
22. **COMPLIANCE WITH FLORIDA STATUTE 119.0701** - The Respondent shall comply with all the provisions of section 119.0701, Florida Statutes relating to the public records which requires, among other things, that the Respondent: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the respondent upon termination of the contract.
23. **PROTECTION OF RESIDENT WORKERS** – The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e.,

citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The respondent shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirements.

Respondents doing construction business with Okaloosa County are required to use the Federal Government Department of Homeland Security's website and use the E-Verify Employment Eligibility Verifications System to confirm eligibility of all employees to work in the United States.

24. **SUSPENSION OR TERMINATION FOR CONVENIENCE** - The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of the Contract for the County's convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the County orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.
25. **FAILURE OF PERFORMANCE/DELIVERY** - In case of default by the respondent, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the respondent responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the contract and removal of the respondent from the vendor list for duration of one (1) year, at the option of County.
26. **AUDIT** - If required, respondent shall permit the County or an authorized, independent audit agency to inspect all data and records of respondent relating to its performance and its subcontracts under this contract from the date of the contract through and until the expiration of contract.
27. **EQUAL EMPLOYMENT OPPORTUNITY; NON DISCRIMINATION** - Respondent will not discriminate against any employee or an applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, familial status or handicap.
28. **NON-COLLUSION** - Respondent certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other respondents. See Florida Statute 838.22.

29. **UNAUTHORIZED ALIENS/PATRIOT'S ACT** – The knowing employment by respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the contract. In the event that the respondent is notified or becomes aware of such default, the respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent's failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the contract. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.

30. **The following documents are to be submitted with the qualifications packet:**

- A. Drug-Free Workplace Certification Form
- B. Conflict of Interest
- C. Federal E-Verify
- D. No Contact Clause Form
- E. Indemnification and Hold Harmless
- F. Company Data
- G. Addendum Acknowledgement
- H. Ranking Sheet
- I. Certification Regarding Lobbying



**REQUEST FOR QUALIFICATIONS (RFQ) & RESPONDENTS
ACKNOWLEDGEMENT**

RFQ TITLE:

Animal Control Services

RFQ NUMBER:

RFQ PS 70-15

LAST DAY FOR QUESTIONS:

September 30th, 2015 3:00 P.M. CST

RFQ DUE DATE & TIME:

October 15th, 2015 3:00 P.M. CST

NOTE: QUALIFICATIONS RECEIVED AFTER THE REQUEST FOR QUALIFICATIONS OPENING DATE & TIME WILL NOT BE CONSIDERED.

Okaloosa County, Florida solicits your company to submit qualifications on the above referenced goods or services. All terms, specifications and conditions set forth in this RFQ are incorporated into your response. Qualifications will not be accepted unless all conditions have been met. All qualifications must have an authorized signature in the space provided below. All envelopes containing sealed qualifications must reference the "RFQ Title", "RFQ Number" and the "RFQ Due Date and Time". Okaloosa County is not responsible for lost or late delivery of qualifications by the U.S. Postal Service or other delivery services used by the respondent. Neither faxed nor electronically submitted documents will be accepted. Qualifications may not be withdrawn for a period of sixty (60) days after the opening of qualifications unless otherwise specified.

RESPONDENT ACKNOWLEDGEMENT FORM BELOW MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR QUALIFICATIONS. QUALIFICATIONS WILL NOT BE ACCEPTED WITHOUT THIS FORM SIGNED BY AN AUTHORIZED AGENT OF THE RESPONDENT.

COMPANY NAME

Panhandle Animal Welfare Society

MAILING ADDRESS

752 Lovejoy Trl

CITY, STATE, ZIP

Fort Walton Beach FL 32548

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN):

69-0815515

TELEPHONE NUMBER:

850-244-0196

EXT:

20

FAX:

850-243-8031

EMAIL:

dex.thompson@ambargo.com

I CERTIFY THAT THIS SUBMITTAL IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER RESPONDENT SUBMITTING FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS SOLICITATION AND CERTIFY THAT I AM AUTHORIZED TO SIGN THESE DOCUMENTS FOR THE RESPONDENT.

AUTHORIZED SIGNATURE:

TYPED OR PRINTED NAME

Dee Thompson

TITLE:

Executive Director

DATE

7/20/16

DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED RESPONDENT CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:


1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE:

7/20/16

SIGNATURE:



COMPANY:

Panhandle Animal Welfare Society

NAME:

Dee Thompson
(Typed or Printed)

ADDRESS:

752 Lovejoy Rd

TITLE:

Executive Director

FWB, FL

E-MAIL:

dee.thompson@embargo.com

32548

PHONE NO.:

850-844-0196

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all respondents/proposers, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a county employee, elected official, or agency is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

YES _____

NO _____

NAME(S)

POSITION(S)

FIRM NAME: Pahokee Animal Welfare Society

BY (PRINTED): Dee Thompson

BY (SIGNATURE): 

TITLE: Executive Director

ADDRESS: 752 Lougou Dr
F.W.B. FL 32548

PHONE NO. 950-244-0196

E-MAIL dee.thompson@embargo.com

DATE 7/20/10

FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

In accordance with Okaloosa County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Proposer hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the COUNTY upon request.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: 7/20/16

SIGNATURE:  _____

COMPANY: Pinhandle Animal Welfare Society

NAME: Dee Thompson

ADDRESS: 782 Lovejoy Rd
Fuon Fl

TITLE: Executive Director

E-MAIL: dee.thompson@embargo.com

PHONE NO.: 850-244-0196

INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, Respondent shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Respondent and other persons employed or utilized by the Respondent in the performance of this Agreement.

Panhandle Animal Welfare
Respondent's Company Name Society

752 Lovejoy Rd
Physical Address

Fort Walton Bch FL 32548
Same

Mailing Address

850-244-0196
Phone Number

850-217-1515
Cellular Number

7/20/16
Date


Authorized Signature - Manual
Dee Thompson

Authorized Signature - Typed

Executive Director
Title

850-248-8031
FAX Number

850-688-6003
After-Hours Number(s)

COMPANY DATA

Respondent's Company Name: Dunhamole Animal Welfare Society

Physical Address & Phone #: 752 Lovejoy Rd
F.W.B. FL 32548

Contact Person (Typed-Printed): Dee Thompson

Phone #: 850 - 244 - 0196 ext 20

Cell #: 850 - 217 - 1515

Email: deethompson@embargo.com

Federal ID or SS #: 59-0815515

Respondent's License #: FLT 512-173-36-861-1

Fax #: 850-243-8031

Emergency #'s After Hours,
Weekends & Holidays: 850-685-6003

ADDENDUM ACKNOWLEDGEMENT

Acknowledgment is hereby made of the following addenda (identified by number) received since issuance of solicitation:

<u>ADDENDUM NO.</u>	<u>DATE</u>
Addendum #1	9/22/15

NOTE: Prior to submitting the response to this solicitation, it is the responsibility of the respondent to confirm if any addenda have been issued. If such addenda have been issued, acknowledge receipt by noting number(s) and date(s) above.

LOBBYING - 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, PAWS, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

[Signature] Signature of Contractor's Authorized Official

Dee Thompson Name and Title of Contractor's Authorized Official

7/20/16 Date

Ranking Sheet
RFQ PS 70-15

**REQUEST FOR QUALIFICATIONS
RFQ PS 70-15**

COMPANY NAME				
	Qualifications			
Experience (0-25)				
Availability of Facilities and Vehicles (0-25)				
Staffing (0-15)				
Veterinarian Services (0-15)				
Animal Adoption Program (0-10)				
Chemical Capture Certification (0-10)				
Total (100 point scale)				

COMMITTEE MEMBER (Print): _____ DATE: _____

SIGNATURE _____

Addendum #1
RFQ PS 70-15
Animal Control Services

The following has been changed in the RFQ PS 70-15 Animal Control Services:

NOTICE TO RESPONDENTS
RFQ PS 70-15

The Okaloosa County Board of County Commissioners request qualifications from interested respondents detailing their qualifications and experience to provide **Animal Control Services**.

Interested respondents desiring consideration shall provide an original and five (5) copies (total of 6 copies) of their Request for Qualifications (RFQ) response with the respondent's areas of expertise identified. Submissions shall be portrait orientation, unbound, and 8 ½" x 11" where practical. **All originals must have original signatures in blue ink.** Qualification documents are available for download by accessing the Okaloosa County website at <http://www.co.okaloosa.fl.us/purchasing/home> then accessing the link "View Current Solicitations" or by accessing the Florida Purchasing Group website at <http://www.floridabidsystem.com/Bids/ViewOpenSolicitations.asp>.

RFQs must be delivered to the Okaloosa County Purchasing Department at the address below no later than **3:00 p.m., October 15th, 2015** in order to be considered. All qualifications received after the stated time and date will be returned unopened and will not be considered. **NOTE: Crestview, FL is not a next day guaranteed delivery location by most delivery services.** Respondents using mail or delivery services assume all risks of late or non-delivery.

AGREEMENT FOR ANIMAL CONTROL SERVICES

EXHIBIT B

Attachment A to Form A

PAWS PERSONNEL MANUAL
DRUG FREE WORKPLACE

DIVISION 1, SECTION 2
POLICY 15 (RSVD 02/03)

- 15.1 PAWS recognizes that drug and alcohol abuse is an on-the-job problem as well as a social problem. We believe that abuse of alcohol and the use of illegal drugs endangers the health and safety of the abusers and of others around them.

Staff members have the right to know the dangers of drug abuse in the workplace, our policy about them, and what help is available to combat drug problems. A program outlining the dangers of drug abuse in the workplace will be instituted and made available to all employees. To assist employees in overcoming drug problems, the following may be offered on a case by case basis as needed:

- U Medical benefits for substance-abuse treatment
- U Information about community resources for assessment and treatment
- U Counseling programs
- U Training for supervisors to identify and address substance abuse problems of staff members

PAWS has committed to creating and maintaining a Drug-Free Workplace without jeopardizing the job security of valued but troubled associates, provided they are prepared to help us help them.

Notice is posted in a conspicuous location identifying PAWS as a Drug Free Workplace. Copies of the Drug Free Workplace policy are available for inspection in the personnel manual.

Our Drug Free Workplace Policy now formally states that substance abuse will not be tolerated ON or OFF the job for associates of PAWS. This prohibition includes the possession, unlawful manufacture, distribution, use or sale of illegal drugs, the abuse of alcohol and abuse of prescribed drugs. PAWS sponsored activities or other social events that we attend during which alcoholic beverages are served are not considered alcohol abuse just because alcohol is served. Any staff member convicted of violating a criminal drug statute must inform the Executive Director of such conviction (including pleas of guilty and nolo contendere) within five (5) days of the conviction. Failure to do so subjects the associate to disciplinary action up to and including termination on the first offense.

Three Disciplinary Actions if Drug/Alcohol Abuse is Found:

- U Be required to seek a treatment plan
- U Face disciplinary action up to and including termination of employment for a first offense.
- U Be terminated.

15.2 Employee Assistance Plan

PAWS maintains an Employee Assistance Program (EAP) that consists of referring our

associates and their families who suffer from alcohol or drug use problems to local drug and alcohol rehabilitation centers. The telephone directory yellow pages, under "Drug Abuse and Addiction - Information and Treatment," lists names and locations of treatment centers. Also, the United Way, listed in the telephone directory white pages, offers many confidential services at no charge. Any costs of outside services are, however, the associates responsibility.

If an associate wishes to pursue help through the EAP, please contact the Executive Director.

All associates are expected to sign a statement of understanding and agreement with the company's Drug Free Workplace Policy.

NO ASSOCIATE WILL BE DISCHARGED, DISCIPLINED, OR DISCRIMINATED AGAINST SOLELY UPON THE ASSOCIATES VOLUNTARILY SEEKING TREATMENT FOR A DRUG/ALCOHOL RELATED PROBLEM IF THAT ASSOCIATE HAS NOT BEEN PREVIOUSLY DISCIPLINED ON THE JOB.

If a treatment program is offered, accepted or voluntarily participated in, the staff member must satisfactorily participate in it as a condition of continued employment.

15.3 National Hot line Numbers

Alcohol and Drug Referral Hot Line	1-800-252-6465
Child's Help -- National Child Abuse Hot Line	1-800-422-4453
National A.I.D.S. Hot Line	1-800-342-2437
National Cocaine Hot Line	1-800-262-2463
National Hepatitis Hot Line	1-800-223-0179
Suicide and Rape 24-Hour Emergency Services	1-800-333-4444

National Assistance Groups

Alcoholics Anonymous	1-800-344-2666
M.A.D.D.	1-800-438-6233
Narcotics Anonymous	1-818-780-3951
National Association for Children of Alcoholics	1-714-499-3889
National Institute of Drug Abuse, Drug Info, Treatment	1-800-662-4357
S.A.D.D.	1-508-481-3568
Tough Love	1-800-333-1069

See Form number 2.12.4 for "Drug Free Workplace Program Receipt"

- 16.1 Because the quality of job performance affects the success of the entire organization and directly influences automobile and safety performance, PAWS shall make every effort to ensure all associates who drive company vehicles are safe and proficient drivers.

Upon determination that an applicant is being considered for a position at the Shelter which will involve driving a company vehicle, a visual check of the candidate's driver's license will be made. The license should be current, valid and issued by the state of Florida. Additionally, the Shelter Office Supervisor will perform a check of the applicant's driving record (Motor Vehicle Record Check). The Motor Vehicle Record will be reviewed to ensure the applicant has a valid Florida State Driver's License with no restrictions of driving privileges.

In addition to the initial Motor Vehicle Record check, all employees who routinely drive on company business will have their MVR screened once a year during the month of June to ensure their driving record remains acceptable.

All employees will be oriented to the Driver Safety Program upon hire and will receive regular in-service training through department specific rules and procedures for driving company vehicles at the time of their annual evaluation.

Attachment C to Form C

E-Verify


Employment Eligibility Verification Tutorial




[Tutorial Home](#) | [Exit Tutorial](#) | [Log Out](#)

E-Verify Program Administrator Tutorial for E-Verify Employer Agents 30 of 30

Knowledge Test Results



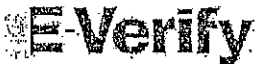
Congratulations!



Denise Thompson (DTH09666), your score is 89.29%

Denise Thompson, you successfully completed this tutorial and passed the E-Verify Knowledge Test on September 29, 2015.

Use your browser's print capability to obtain a copy of this page for your records.
To use E-Verify, select 'Exit Tutorial.'



REMINDER: You must visit 'View Essential Resources' to read the E-Verify User Manual, and you must print and clearly display the 'Notice of E-Verify Participation' and 'Right to Work' posters in all languages supplied by DHS.

9/29/15

Denise Thompson

Attachment E to Form E



CERTIFICATE OF LIABILITY INSURANCE

PANHANI-01 DRENDLEMAN

DATE (MM/DD/YYYY)
9/24/2015

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 Fisher Brown Bottrill Insurance, Inc. 500 Grand Boulevard, Suite 220 Miramar Beach, FL 32550	CONTACT NAME:	
	PHONE (Inc. No. Ext.): (877) 244-5159	FAX (Inc. No.): (850) 837-8894
	E-MAIL:	
	ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Scottsdale Insurance Company	
INSURED Panhani Animal Welfare Society 752 Lovejoy Road Fort Walton Beach, FL 32548	INSURER B: Auto-Owners Insurance Company	18988
	INSURER C: Zenith Insurance Company	13269
	INSURER D: CNA Insurance Company	
	INSURER E: Old Republic Surety Company	40444
	INSURER F:	

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.

INSURER/TYPE	TYPE OF INSURANCE	ADDITIONAL SUBROGATION	INSURED	WARRANTY	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X		CPS2212052	06/16/2015	06/16/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED' EXP (Any one person) \$ 5,000 PERSONAL & ADV. INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				9647795100	07/03/2015	07/03/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB. <input type="checkbox"/> EXCESS LIAB. <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED. \$ RETENTION \$							EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If Yes, describe under DESCRIPTION OF OPERATIONS below				Z069202909	08/20/2015	08/20/2016	PER STATUTE OTH-ER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
D	Directors & Officers				287137201	06/04/2015	06/04/2016	Directors & Officers \$ 1,000,000
E	Fidelity Bond				OFL0433204	07/27/2014	07/27/2017	Fidelity Bond 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule may be attached if more space is required)
Okaloosa County shown as additional insured

CERTIFICATE HOLDER OKALOOSA COUNTY 602-C NORTH PEARL STREET Crestview, FL 32536	CANCELLATION 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
--	---

Attachment F to Form F

Agency Information

Agency CFC Number: 61758

Agency Name:

Panhandle Animal Welfare Society, Inc. (PAWS)
The Humane Society and Adoption Center
Animal Services

Agency Address:

752 Lovejoy Road
Fort Walton Beach, FL 32548
Okaloosa County

North County Shelter
3731 New Ebenezer Rd.
Laurel Hill, FL 32567

Agency Hours:

Shelter hours Monday-Saturday 8:00am-4:30pm
Adoption hours Monday-Saturday 10:00am-4:00pm
Laurel Hill Shelter Tuesday-Saturday 8:00am - 4:00pm
Emergency On call 24/7

Agency Telephone Numbers:

Business: (850) 244-0196
Fax: (850) 243-8031
Laurel Hill (850) 652-2086
E-mail: acoatpaws@embarqmail.com
Website: www.paws-shelter.org

Federal Identification Tax Number: 59-0815515

Dee Thompson, Executive Director of PAWS
Work: (850) 243-1525 Ext. 20
E-mail: deethompson@embarqmail.com

Licenses and Certifications

- U.S. Drug Enforcement Administration (DEA)
Controlled Substances Certificate
- Florida DPR Controlled Substance License
Institutional/Animal Control Shelter
- Veterinarian Establishment : VE2301
- Veterinarian Mobile Unit : VE3637
- Florida DEOP Biological Waste Incinerator Permit
Permit #AO46-194162
- F.A.C. Rule 17-296/EPA-450/3-89 Biological Waste Incinerator
Incinerator Operator Issued to Dee Thompson-Poirrier
- BPR Registered Veterinary Establishment
- FDACS Permit to Transport Animal Carcasses/Refuse
- Fort Walton Beach Fl. Business Tax - 0006875
- Florida Health Radiation Veterinary Registration
- FDACS Solicitation of Contributions -CH5664
- State of Florida Certificate of Status -- 719357
- FFWCC Special Purpose Permit # SPGS-15-60 Alligators
- FFWCC Special Purpose Permit #SP-15-0018 Venomous Reptiles

Memberships

Florida Animal Control Association
National Animal Control Association
Humane Society of the United States
American Humane Association
AHA Standards of Excellence Program, participating agency
Okaloosa-Walton Combined Federal Campaign, participating agency

General Information:

- ⊕ Incorporated March 26, 1957
- ⊕ Maintains an animal care centers at 752 Lovejoy Rd., Fort Walton Beach, FL and at 3731 New Ebenezer Rd. Laurel Hill, Fl.
- ⊕ Employs seven full time animal control officers who handle animal complaints, and cruelty investigations in Okaloosa County and seven cities within the county.
- ⊕ PAWS provides pet education on request to area schools, civic groups and community programs.
- ⊕ Employs a staff of 31 full time animal care professionals.
- ⊕ Have provided animal control services by contract to Okaloosa County, Fort Walton Beach, Laurel Hill, Destin, Niceville, Cinco Bayou, Mary Esther, Shalimar, HFLLD and EAFB since 1970.
- ⊕ Active participant and supporter of local, state and national organizations for animal care such as American Humane Society, Humane Society of the United States, Society of Animal Welfare Administrators, Florida Animal Control Association and National Animal Control Association.

Mission Statement

The Panhandle Animal Welfare Society

The Panhandle Animal Welfare Society is a private, nonprofit organization dedicated to the welfare of animals. Established in 1957, PAWS has played a key role in the field of animal care and control in North Florida for over forty years.

Our Mission:

- ☺ To offer refuge, medical care, nourishment and an opportunity for a second chance for life to unwanted animals in our community
- ☺ To protect animals from cruelty, neglect, carelessness and ignorance
- ☺ To encourage and promote responsible pet ownership
- ☺ To educate and inform the public about animal issues and problems, and to assist in the development of long and short term community oriented solutions to such problems

It is our belief that because animals are part of our environment, we have a moral and legal responsibility to care for and protect them.

Business Organization and Credentials

The Panhandle Animal Welfare Society, Inc. (PAWS) is a non-profit; IRS, qualified 501(c)(3) charitable organization chartered in 1957. An elected, twelve member Board of Directors pursuant to adopted By-Laws governs the business affairs of the organization.

Through its animal services division, PAWS has contracted to perform community animal control for 45 years for the Okaloosa County Board of County Commissioners, the municipalities of Fort Walton Beach, Destin, Mary Esther, Cinco Bayou and Niceville as well as for the United States Air Force (Eglin Air Force Base and Hurlburt Field). The organization responds to over 12,000 animal control demands for service annually and shelters approximately 9,000 animals per year. Our service territory extends nearly 1,000 square miles.

PAWS adopted a Drug Free Workplace program in 1992. In addition, PAWS is an equal opportunity employer and all PAWS personnel policies are in full compliance with the Civil Rights Act of 1968.

In 1990, PAWS demolished its 1960's former facility and built a new 9,000 square foot animal shelter centrally located in the Fort Walton Beach Industrial Park. The facility includes a state of the art 1250/250 lb per hour animal cremation incinerator (the only one in the region), 58 indoor-outdoor dog runs, 56 stainless steel cat cage banks, four colony cat rooms, a full service low cost spay/neuter clinic, commercial laundry equipment and extensive support facilities. PAWS fleet of vehicles consists of five cargo vans with front and rear AC, a four wheel drive Tahoe, a four stall horse trailer and a 22 foot toy hauler. PAWS owns all of its vehicles.

Animal control is currently provided on a five day a week basis, with 24-hour emergency service provided "on call" after hours and holidays. Animal Control Officers are radio equipped and dispatched Officers are assigned radio phones to facilitate timely "on call" response. PAWS utilizes a demand-response service system and maintains extensive service-call logs; officers also maintain individual vehicle logs documenting mileage/stops/actions.

All animal control officers are Florida Animal Control Certified. ACOs receive training in the investigation of cruelty complaints and are versed in appropriate laws and ordinances concerning animal control activities, legally mandated animal owners responsibilities and procedures required for the submission of case material to the judicial system. Officers present civil infraction cases directly to County court judges; misdemeanor and felony cases are prosecuted via the State's Attorney.

All animals entering PAWS ACO/shelter system are tracked from the time of entry until final disposition via adoption, euthanasia, return to owner, or other release. Extensive computerized documentation is maintained per animal, per jurisdiction, and per citation issued; this information is capable of being accessed from quarterly, annual and

other reporting requirements. In 2014 all information is stored in one software program. This allows us to maintain accurate reporting.

1992, PAWS wrote and introduced a model animal control ordinance subsequently adopted by the Board of County Commissioners and five municipalities following a lengthy public approval process. This Ordinance was one of the first in the country to stop the chaining of dogs as the only means of confinement. Many states have modeled their ordinance after Okaloosa County's. The ordinance is balanced, innovative and most importantly, recognizes the interests of both the pet owning and the non-pet owning public; it is fair and enforceable.

While animal control functions are funded by impound receipts, and quarterly government contract payments, PAWS humane society programs and activities are funded solely by donations, memberships, adoption fees, various fundraisers and from the proceeds of the "The Junk Yard Dog Gift 'n Thrift" shop. PAWS operates a low cost spay/neuter clinic four days a week, offering veterinary care.

PAWS' annual budget strictly segregates both the income and the expenses associated with its animal control and humane society functions. A Certified Public Accounting firm prepares all tax submissions in addition to performing an annual financial audit of the organization.

P.A.W.S. offers the following services:

- ☺ Adoption of eligible animals to screened and qualified owners, including spaying/neutering at owners expense prior to release of the pet to the owner
- ☺ Veterinary services for injured and sick animals through cooperative agreements with members of the local veterinarian community
- ☺ Euthanize and dispose of the remains of animals deemed to be euthanasia candidates
- ☺ Private euthanasia and cremation services for personal pets (fee required)
- ☺ Bite case quarantines (fee required for owned animals)

Animal Control Field Services: In addition to enforcement activities, animal control and rescue, Officers must contribute to the education of the community at large. PAWS' field personnel carry out the following duties:

- ☺ Enforcement of all permits required by local or state laws
- ☺ Impoundment of animals running at large or otherwise subject to animal laws
- ☺ Issuance of warning notices/citations to persons found violating animal laws
- ☺ Patrolling of the community on a regular schedule to help make the public aware of animal control and to enforce animal related laws
- ☺ Inspection of commercial animal establishments and other premises that are required to have a permit
- ☺ Investigation and prosecution of cruelty, neglect, and abandonment cases and handling of all complaints related to animals and animal welfare, including dangerous dog investigations
- ☺ Complaint resolution and mediation
- ☺ Rescue of animals in danger or distress
- ☺ Humane trapping of nuisance and stray animals
- ☺ Pick-up of dead animals from private property ONLY upon payment of a fee, PAWS does not do dead animal pick up from public property/right of way. The appropriate public works, road department or State road department should be contacted for this function.

Humane Education/Public Information: The success of every aspect of animal control, from leash laws to sterilization programs, depends on the cooperation of an informed public. Future problems can be deterred through public education. A good public education program can:

- ☺ Make pet owners aware of their responsibility to meet their animals' needs and keep their animals under control.
- ☺ Sensitize people to the humane treatment of all animals, both wild and domestic.
- ☺ Let citizens know that the animal control service is there to assist with community pet problems.
- ☺ Inform people that animal laws will be enforced for everyone's benefit.
- ☺ Teach children to be humane and responsible pet owners.

PAWS' public information program ranges from simple flyers on topical subjects to scheduled interviews, programs, public service announcements, and articles on local

broadcast and print media geared toward people of all ages, economic levels and interests. PAWS maintains a selection of printed materials for distribution to shelter visitors, at meetings, and at places frequented by the public (shopping centers, libraries, veterinarian offices, for instance). These materials cover basic issues such as pet care and animal control problems, why it is imperative to vaccinate and leash pets; warnings against leaving pets in parked cars; the importance of spaying and neutering pets; and other advisory subjects. Humane education conducted in the schools utilizes a variety of presentation formats and media depending on grade level and topics.

PAWS has been the ESF 17 (Emergency Support Function) for Okaloosa County since animals were added to the ESF. We have training, experienced staff that have performed animal rescue after 11 hurricanes. The Florida Dept. of Agriculture has chosen PAWS to house one of its SART trailers. These trailers hold cages and tents to be used to set up an animal rescue area after a disaster. We feel an important component of the PAWS' public information program centers around disaster planning. Informing residents of viable options regarding companion animals *before* disaster strikes may prevent many problems. Post-disaster, the animal control agency is typically involved in dozens of animal related situations and coordinates volunteer efforts to care for the injured and stray animals that are also victims of the disaster before they become a secondary threat to the community. In Okaloosa County, PAWS is included in all local government emergency/disaster planning and has the authority and mandate to act in disaster situations.

Organizational Approach

The Panhandle Animal Welfare Society stresses compromise before confrontation and education before enforcement in pursuing compliance with animal-related laws. Responsible pet ownership is the goal of the animal control program. The means to reaching that goal are public education, a sound ordinance, a solid enforcement program and pet sterilization. With these tools, animal control problems can be managed and solved.

Animal control is only as good as the staff who enforce the laws, operate the shelter and provide the services. All animal control personnel receive formal, specialized training to operate shelter facilities efficiently and humanely, perform field service duties, investigate cruelty cases and carry out other provisions of the law. Personnel must be trained in the basics of animal handling and care, public education and other related tasks. PAWS' policy dictates that all employees achieve minimum competencies and meet basic professional standards. Accordingly, all PAWS-employed animal control officers are required to successfully complete the minimum standards certification training, chemical capture training and euthanasia training prescribed by Florida Statute. Kennel technicians are required to successfully complete the FACA euthanasia training protocol.

Veterinary Establishment Inspection Form

INSPECTION AUTHORITY - Rule 61G18-15.005(1)(2), Florida Administrative Code

Inspection Date: Mar 23, 2016 10:59 License Expiration:
Permit Number: 2301 Rank: VE Inspection Reason: Routine
Establishment Name: PANHANDLE ANIMAL WELFARE SOCIETY Responsible Veterinarian: DORETHA JONES RESPONSIBLE VET VM6447
Establishment Address: 752 LOVEJOY ROAD License Type: Veterinarian Establishment
FORT WALTON BEACH FL 32648 Business Phone:
INSPECTION RESULT: Routine Inspection Pass Callback Date:

LICENSURE REQUIREMENTS

0101 Veterinarian(s) holds valid, active license [474.213(1)(i), F.S.]	YES	0133 Microbiological capability or outside lab available [61G18-15.002(2)(a)7.f.]	YES
0102 Establishment appropriately permitted [474.214(1)(w), F.S.]	YES	(7) FACILITIES/EQUIPMENT FOR IMMEDIATE RESUSCITATIVE CARE	
0103 Veterinarian license(s) conspicuously displayed [474.218, F.S.]	YES	0134 Clean and orderly [61G18-15.002(2)(a)8.a.]	YES
0104 Premise permit conspicuously displayed [474.216, F.S.]	YES	0135 Sterile Instruments, drapes, caps and masks [61G18-15.002(2)(a)8.b.]	YES
0105 Not employing unlicensed person(s) in the practice of veterinary medicine [474.213(1)(f), F.S.]	YES	0136 Operating table appropriate to proposed use constructed of smooth impervious material [61G18-15.002(2)(a)8.c.]	YES

REQUIRED ITEMS ALL PREMISES (MANDATORY)

(1) EXTERIOR

0106 Exterior sign legible to identify location [61G18-15.002(1)(a)1.]	YES	(8) FACILITY REQUIREMENTS	
0107 Facility clean and in good repair [61G18-15.002(1)(a)2.]	YES	0137 Oxygen and equipment for its administration [61G18-15.002(2)(a)8.d.]	YES
0108 Telephone number for emergency care visible & legible from exterior [61G18-15.002(1)(a)3.]	YES	0138 Anesthesia equipment [61G18-15.002(2)(a)8.e.]	YES
0109 Grounds clean and orderly [61G18-15.002(1)(b)]	YES	0139 Holding areas capable of sanitation/proper ventilation/sufficient lighting/size consistent with welfare of the animal [61G18-15.002(2)(a)9.]	YES
		0140 Sanitary cans lined with disposable bags [61G18-15.002(2)(a)10.a.]	YES
		0141 Effective insect & rodent control [61G18-15.002(2)(a)10.b.]	YES

(2) INTERIOR

0110 Restroom clean and orderly [61G18-15.002(2)(a)1.]	YES	0142 Carcass disposal meeting local sanitary codes [61G18-15.002(2)(a)11.]	YES
0111 Office clean and orderly [61G18-15.002(2)(a)2.a.]	YES	0143 Emergency lighting which includes at min. a functioning rechargeable battery-operated light [61G18-15.002(2)(a)12.]	YES
0112 Emergency telephone answering service available 24 hours a day [61G18-15.002(2)(a)3.]	YES	0144 Fire extinguisher with current annual inspection [61G18-15.002(2)(a)13.]	YES

(3) EXAMINATION AREA

0113 Clean and orderly [61G18-15.002(2)(a)4.a.]	YES	0145 Refrigeration for stored drugs, biologics, lab samples, reagents & other perishable items [61G18-15.002(2)(a)14.]	YES
0114 Lined waste receptacle [61G18-15.002(2)(a)4.b.]	YES	0146 Handling and disposal of biohazardous waste in accordance with Rule 64E-16, F.A.C. [61G18-15.002(2)(a)15.]	YES
0115 Disposable towels and a sink (Sink in restroom not acceptable) [61G18-15.002(2)(a)4.c.]	YES	0147 Veterinarians must furnish clients with permanent address for obtaining medical records [61G18-15.002(3)]	YES
0116 Examination table constructed of smooth impervious material [61G18-15.002(2)(a)4.d.]	YES	(9) FACILITIES FOR RADIOLOGY OR OUTSIDE SERVICE	
		0148 X-ray machine; 100 MA minimum [61G18-15.002(2)(b)1.a.]	YES
		0149 Developing tanks [61G18-15.002(2)(b)1.b.]	YES

(4) PHARMACY

0117 Clean and orderly [61G18-15.002(2)(a)5.a.]	YES	0150 Monitoring of exposure of personnel to radiation required [61G18-15.002(2)(b)1.c.]	YES
0118 Blood storage or donor available [61G18-15.002(2)(a)5.b.]	YES	(10) FACILITIES FOR SURGERY OR OUTSIDE SERVICE	
		0151 Clean and orderly [61G18-15.002(2)(b)2.a.]	YES

March 23, 2016 at 11:12:51 AM CDT
Location: DORETHA JONES RESPONSIBLE VET VM6447
License #: VE2301
Inspector: Black, Pamela

92

0119 Accurate controlled substance log [61G18-15.002(2)(a)5.c.]	YES	0152 Sterilization of surgical equipment by autoclave or gas method [61G18-15.002(2)(b)2.b.]	YES
0120 Accurate patient medical records [61G18-15.002(2)(a)5.c.]	YES	0153 Operating table appropriate for use and constructed of smooth impervious surface [61G18-15.002(2)(b)2.c.]	YES
0121 If controlled substances on premises, a locking, secure cabinet for storage [61G18-15.002(2)(a)5.d.]	YES	0154 Completely lit [61G18-15.002(2)(b)2.d.]	YES
0122 DEA certificate on premises [61G18-15.002(2)(a)5.a.]	YES	0155 Oxygen and equipment for its administration [61G18-15.002(2)(b)2.e.]	YES
0123 Segregated area for storage of expired drugs [61G18-15.002(2)(a)5.f.]	YES	(11) HOSPITAL WARDS OR OUTSIDE SERVICE	
0124 Disposable needles and syringes [61G18-15.002(2)(a)5.g.]	YES	0156 Clean and orderly [61G18-15.002(2)(b)3.a.]	YES
0125 All drugs stored on premises properly labeled with drug name, strength and expiration date [61G18-15.002(2)(a)5.h.]	YES	0157 Holding areas - size must be consistent with the welfare of the animal [61G18-15.002(2)(b)3.b.]	YES
0126 All drug containers properly labeled and dispensed in child-proof containers unless otherwise requested in writing [61G18-15.002(2)(a)5.i.]	YES	0158 Completely lit [61G18-15.002(2)(b)3.c.]	YES
0127 MEDICAL RECORDS as required by 61G18-18.002, F.A.C. [61G18-15.002(2)(a)6.]	YES	0159 Proper ventilation [61G18-15.002(2)(b)3.d.]	YES

(5) LABORATORY

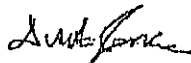
OPTIONAL ITEMS REQUIRING INSPECTION

0128 Microscope [61G18-15.002(2)(a)7.a.]	YES	0160 Reception area free from hazards [61G18-15.002(2)(c)1.]	YES
0129 Centrifuge [61G18-15.002(2)(a)7.b.]	YES	0161 Grooming area clean and orderly [61G18-15.002(2)(c)2.]	YES
(6) ON PREMISES OR CONTRACT MANDATORY		0162 Kitchen/food area sanitary [61G18-15.002(2)(c)3.]	YES
		EXERCISE RUNS (OPTIONAL)	
0130 Urinalysis equipment or outside lab available [61G18-15.002(2)(a)7.c.]	YES	0163 Clean and secure [61G18-15.002(2)(c)4.a.]	YES
0131 Hematology facilities or outside lab available [61G18-15.002(2)(a)7.d.]	YES	0164 No hazard [61G18-15.002(2)(c)4.b.]	YES
0132 Blood chemistry or outside lab available [61G18-15.002(2)(a)7.e.]	YES		

Person Employed/Responsible Veterinarian and License Number:

Remarks:

I have read and have had this inspection report and the laws and regulations concerned herein explained, and do affirm that the information given herein is true and correct to the best of my knowledge.



Licensee or Owner Signature

Doretha Jones
DVM

Mar 23, 2016 11:09



Inspector Signature

P Black
1720 W Fairfield Dr #404

Panacea, FL 32505
850-599-0143
Mar 23, 2016 11:10

STATE OF FLORIDA
DEPARTMENT OF HEALTH
DIVISION OF MEDICAL QUALITY ASSURANCE

DATE	LICENSE NO.	CONTROL NO.
02/12/2015	RH 8259	B5462

The PHARMACY named below has met all requirements of the laws and rules of the state of Florida.

Expiration Date: **FEBRUARY 28, 2017**
PANHANDLE ANIMAL WELFARE SOCIETY
 752 LOVEJOY RD
 FT WALTON BCH, FL 32541-3845

QUALIFICATION(S)
 ANIMAL CONTROL SHELTER

STATE OF FLORIDA
 DEPARTMENT OF HEALTH
 DIVISION OF MEDICAL QUALITY ASSURANCE

AC#
 LICENSE NO. **RH 8259**
 CONTROL NO. **B5462**

DATE: **02/12/2015**

PHARMACY
 named below has met all requirements of the laws and rules of the state of Florida.
 Expiration Date: **FEBRUARY 28, 2017**

PANHANDLE ANIMAL WELFARE SOCIETY

Rick Scott
 GOVERNOR

John H. Armstrong
 MD, FACS
 STATE SURGEON GENERAL

DISPLAY IF REQUIRED BY LAW

QUALIFICATION(S):
 Animal Control Shelter

EXPIRATION DATE: FEBRUARY 28, 2017

Your license number is **RH 8259**, please use it in all correspondence with your board/council. Each licensee is solely responsible for notifying the department in writing of their licensee's current mailing address and practice location address. If you have not received your renewal notice 90 days prior to the expiration date shown on this license, please call (850) 488-0595.

Use this section to report name change. Name changes require legal documentation showing the name change. Please make sure that a photocopy of one of the following accompanies this form: a marriage license, a divorce decree or a court order.

Medical Quality Assurance offers you the convenience of several online services. These services give you the ability to renew your license, update your mailing and practice location addresses and update your profile information.

1. Go to www.FLHealthSource.gov
2. Click on "Provider Services"
3. Click on "Manage my License"
4. Select your profession.
5. Enter the user ID and password that was provided to you on your initial license and click "Sign in using our secure server."
6. If you do not know your user ID and password, click on "Get Login Help?" or call our Customer Contact Center at (850) 468-0595 for assistance.

MAIL TO: DEPARTMENT OF HEALTH
 DIVISION OF MEDICAL QUALITY ASSURANCE
 LICENSURE SUPPORT SERVICES UNIT
 P.O. BOX 6320
 TALLAHASSEE, FLORIDA 32314-6320

NAME CHANGE (ATTACH LEGAL DOCUMENTATION)

FROM: _____
 LAST FIRST MIDDLE

TO: _____
 LAST FIRST MIDDLE

DH 2103, 5/98

10010848/001500

PANHANDLE ANIMAL WELFARE SOC
752 LOVEJOY ROAD
FORT WALTON BEACH, FL 32548-0000-000



DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
MP0019314	03-31-2018	\$731
SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2N, 3N,	MLP-ANIMAL SHELTER	02-06-2015
PANHANDLE ANIMAL WELFARE SOC 752 LOVEJOY ROAD FORT WALTON BEACH, FL 32548-0000		

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE
UNITED STATES DEPARTMENT OF JUSTICE
DRUG ENFORCEMENT ADMINISTRATION
WASHINGTON D.C. 20537

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Form DEA-223 (4/07)

Mission:
To protect, promote, & improve the health
of all people in Florida through integrated
state, county & community efforts.



Rick Scott
Governor

John H. Armstrong, MD, FACS
State Surgeon General & Secretary

Vision: To be the Healthiest State in the Nation

FLORIDA DEPARTMENT OF HEALTH

CONFIRMATION OF LICENSE AT RENEWAL

NAME: PANTANILE ANIMAL WELFARE SOCIETY
PROFESSION: PHARMACY
LICENSE NUMBER: PH0259
EFFECTIVE DATE: 02/11/2015
FEE PAID: \$55.00
MAILING ADDRESS: 752 LOVEJOY RD
FT WALTON BCH, FL 32548-3845
ATTENTION: GEE THOMPSON
PRACTICE ADDRESS: 752 LOVEJOY RD
FT WALTON BCH, FL 32548-3845
ATTENTION:

NOTE:

This document confirms receipt of a timely renewal application and fee for a license for the above-named practitioner. The practitioner should receive a renewal license in the mail within 7-14 business days.

Online renewal confirmation will be available once funds have been received from your credit card institution, which may take up to 10 business days. This confirmation can be viewed by visiting <http://www.FLHealthsource.com> and selecting License Verification.

This document, issued from a secure online site, authorizes practice until the practitioner receives the printed certificate.



BUSINESS TAX RECEIPT

CITY OF FORT WALTON BEACH, FLORIDA
107 MIRACLE STRIP PKY SW
FORT WALTON BEACH, FL 32548

BUSINESS NAME : PANHANDLE ANIMAL WELFARE SOCIE
CONTROL NUMBER : 0006874
LOCATION ADDRESS : 752 LOVEJOY RD NW
BTR NBR/CLASS : 16-00007559 SERVICES

ISSUE DATE : August 10, 2015 EXPIRATION DATE: September 30, 2016
BTR FEE : 0.00
ADD'L CHARGE : 0.00
PENALTY : 0.00
TOTAL : 0.00
RESTRICTION :
COMMENTS :

ISSUED BY CITY OF FORT WALTON BEACH
(Please display in a prominent location)

Attachment G to Form G

Addendum #1
RFQ PS 70-15
Animal Control Services

The following has been changed in the RFQ PS 70-15 Animal Control Services:

NOTICE TO RESPONDENTS
RFQ PS 70-15

The Okaloosa County Board of County Commissioners request qualifications from interested respondents detailing their qualifications and experience to provide Animal Control Services.

Interested respondents desiring consideration shall provide an original and five (5) copies (total of 6 copies) of their Request for Qualifications (RFQ) response with the respondent's areas of expertise identified. Submissions shall be portrait orientation, unbound, and 8 1/2" x 11" where practical. All originals must have original signatures in blue ink. Qualification documents are available for download by accessing the Okaloosa County website at <http://www.co.okaloosa.fl.us/purchasing/home> then accessing the link "View Current Solicitations" or by accessing the Florida Purchasing Group website at <http://www.floridabidsystem.com/Bids/ViewOpenSolicitations.asp>.

RFQs must be delivered to the Okaloosa County Purchasing Department at the address below no later than 3:00 p.m., October 15th, 2015 in order to be considered. All qualifications received after the stated time and date will be returned unopened and will not be considered. NOTE: Crestview, FL is not a next day guaranteed delivery location by most delivery services. Respondents using mail or delivery services assume all risks of late or non-delivery.

3:09:11 PM 10/9/2015

Licensee Details

Licensee Information

Name: PANHANDLE ANIMAL WELFARE SOCIETY (Primary Name)
DR. STEPHAN KNAPPSTEIN - RESPONSIBLE VET - VM
8716 (DBA Name)

Main Address: MOBILE UNIT
752 LOVEJOY RD
FORT WALTON BEACH Florida 32548

County: OKALOOSA

License Mailing:

License Location: 752 LOVEJOY RD
FORT WALTON BEACH FL 32548

County: OKALOOSA

License Information

License Type: Veterinarian Establishment

Rank: Vet Establishmen

License Number: VE3637

Status: Current

Licensure Date: 09/12/2007

Expires:

Special Qualifications Qualification Effective

Alternate Names

[View Related License Information](#)

[View License Complaint](#)

1940 North Monroe Street, Tallahassee FL 32399 :: Email: [Customer Contact Center](#) :: Customer Contact Center: 850.487.1395

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our [Chapter 455](#) page to determine if you are affected by this change.

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DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
FK5802093	12-31-2018	\$731
SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2,2N, 3,3N,4,5,	PRACTITIONER	02-22-2016
KNAPPSTEIN, STEPHAN 752 LOVEJOY RD FORT WALTON BEACH, FL 32548-0000		

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KNAPPSTEIN, STEPHAN 752 LOVEJOY RD FORT WALTON BEACH, FL 32548-0000		

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Form DEA-223 (4/07)

RICK SCOTT, GOVERNOR

STATE OF FLORIDA
 DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
 BOARD OF VETERINARY MEDICINE

LICENSE NUMBER
VM12809

The VETERINARIAN
 Named below IS LICENSED
 Under the provisions of Chapter 474, F.S.
 Expiration date: MAY 31, 2018

ROCKWELL, ERIN LEE
 244 VAUGHAN ST NW
 FORT WALTON BEACH, FL 32548



Attachment G To Form G

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Attachment J, Credentials



Special Purpose Permit

Florida Fish And Wildlife Conservation Commission
Division Of Hunting And Game Management
Alligator Management Program
8122 U.S. Hwy 441 SE, Okeechobee, Fl 34974
(866) 392-4286

Permittee Name: Dee Thompson, Director
Permittee Address: Okaloosa County Animal Control
752 Lovejoy Road
Fort Walton Beach, FL 32548
Office # 850-244-0196
acoatpaws@etnbarqmail.com
Permit No.: SPGS-15-60
Effective Date: 9/18/2015
Expiration Date: 9/18/2020

IS AUTHORIZED TO: Capture, hold, and relocate American alligators (Alligator mississippiensis), pursuant to Rules 68A-9.002 and 68A-27.003, F.A.C., under the following conditions/provisions.

AUTHORIZED LOCATIONS: Within Okaloosa County, Florida

Permittee Signature: [Signature] Date: 9/24/15

This permit is not valid unless signed. By signature, permittee confirms that all information provided to issue the permit is accurate and complete, and indicates acceptance and understanding of the provisions and conditions listed below. Any false statements or misrepresentations when applying for this permit may result in felony charges and will result in revocation of this permit.

Authorized by: Harry J. Dutton, Coordinator, Alligator Management Program

Authorizing Signature: [Signature] Date: 09/18/2015

PERMIT CONDITIONS AND PROVISIONS:

- 1. Alligators less than four feet in total length may be captured on the authorized locations by the permittee or his/her authorized agents. Alligators to be relocated must be captured using non-injurious methods and may be relocated on or outside the authorized locations.
2. Alligators relocated under Provision 1 must be reported to Statewide Nuisance Alligator Program within 24 hours. This can be done via the following methods: the Nuisance Alligator Relocation Form (http://myfwc.com/relocate), the Nuisance Alligator Hotline: [866-FWC-Gator (392-4286)] or via e-mail (snap@myfwc.com).
3. In circumstances where immediate action is required, the permittee or his/her authorized agents may capture and hold or kill and hold alligators greater than four feet in total length for transfer to a Commission contracted nuisance alligator trapper(s) responsible for the area.



Special Purpose Permit

Florida Fish And Wildlife Conservation Commission
Division Of Hunting And Game Management
Alligator Management Program
8122 U.S. Hwy 441 SE, Okeechobee, Fl 34974
(866) 392-4286

4. Alligators killed, dying while in possession, or captured for removal from the wild shall be immediately noticed through the Nuisance Alligator Hotline [866-FWC-GATOR (392-4286)], and shall be relinquished to a Commission contracted nuisance alligator trapper responsible for the area. If a Commission contracted nuisance alligator trapper declines receipt of the alligator(s), the alligator(s) may be disposed of or buried within the authorized location. No alligator parts may be removed from the carcass prior to disposal.
5. To coordinate the transfer of alligators held for the contracted nuisance alligator trapper under provision 3 and 4, the permittee or his/her authorized agents may contact the Nuisance Alligator Hotline [866-FWC-Gator (392-4286)]. SNAP business hours are 8am to 5pm, seven days a week. If calling after normal business hours (5 pm to 8 am), leave a message stating that you wish to transfer an alligator captured in accordance with Special Purpose Permit 15-60. The appropriate trapper will be notified the following morning and will make contact to arrange a pick-up of the alligator.
6. Alligators held live for more than 24 hours must be housed in facilities in compliance with the standard Caging Specifications for Captive Wildlife as provided by Rule 68A-6.004, F.A.C.
7. All individuals must have this permit in their possession when engaged in capture, possession, or relocation of alligators.
1. This permit expires on **September 18, 2020** but is subject to revocation prior to that time pursuant to Chapter 120, Florida Statutes and Rule 68-1.010, F.A.C.
2. If you have any questions regarding any provision of this permit, contact the Statewide Nuisance Alligator Program (SNAP) at: SNAP@myfwc.com or (866) 392-4286.

A person whose substantial interests are affected by FWC's action may petition for an administrative proceeding (hearing) under sections 120.569 and 120.57 of the Florida Statutes. A person seeking a hearing on FWC's action shall file a petition for hearing with the agency within 21 days of receipt of written notice of the decision. The petition must contain the information and otherwise comply with section 120.569, Florida Statutes, and the uniform rules of the Florida Division of Administration, chapter 28-106, Florida Administrative Code. Upon such notification, the Permittee shall cease all work authorized by this permit until the petition is resolved. The enclosed Explanation of Rights statement provides additional information as to the rights of parties whose substantial interests are or may be affected by this action.



Special Purpose Permit

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
DIVISION OF LAW ENFORCEMENT, CAPTIVE WILDLIFE OFFICE
620 SOUTH MERIDIAN STREET
TALLAHASSEE, FLORIDA 32399-1600

Permittee Name: Animal Services at PAWS Permit #: SP-15-0018
Permittee Address: 752 Loveloy Road Effective Date: 08/03/2015
City, State, Zip Code: Ft. Walton Beach, FL 32548 Expiration: 08/02/2016
County: Okaloosa

AUTHORIZED PERSONS:

Mary Rudder - Supervisor Officer Dee Thompson - Director
Officer Lisa Russell Officer Terrance Sykes
Officer Andrea David Officer Kevin Schöeneman
Officer Kory Tapp

AUTHORIZATION:

Animal Control Officers of the County, as defined in Section 828.27, Florida Statutes, are authorized to possess native, nuisance venomous reptiles and native, nuisance reptiles of concern for the purposes of capturing and transporting the nuisance wildlife in accordance with Rule 68A-9.010, Florida Administrative Code.

Permittee Signature: [Signature] Date: 8/24/15

Notarize Your signature confirms that all information provided to issue the permit is accurate and complete, and indicates acceptance and understanding of the provisions and conditions listed below. Any false statements or misrepresentations when applying for this permit may result in felony charges and will result in revocation of this permit.

Authorized by: Lieutenant Loren Lowers, Division of Law Enforcement

Authorizing Signature: [Signature] Date: 8/17/15

PERMIT CONDITIONS AND PROVISIONS:

1. This permit is issued pursuant to Rule 68A-9.002, Florida Administrative Code (F.A.C.).
2. The Animal Control Officers must possess and transport the reptiles as part of their duties as agents or employees of the County.
3. This permit only authorizes the possession of each reptile for up to 24 hours.
4. The Animal Control Officers must follow all applicable Commission statutes and rules, including, but not limited to Rule 68A-9.010, F.A.C., regarding nuisance wildlife, and Rule 68A-6.007, F.A.C., relating to venomous reptiles and reptiles of concern.

3J

AGREEMENT FOR ANIMAL CONTROL SERVICES

EXHIBIT C



Guidelines for Standards of Care in Animal Shelters

The Association of Shelter Veterinarians • 2010

Authors:

Sandra Newbury, Mary K. Blinn, Philip A. Bushby, Cynthia Barker Cox,
Julie D. Dinnage, Brenda Griffin, Kate F. Hurley, Natalie Isaza, Wes Jones, Lila Miller,
Jeanette O'Quin, Gary J. Patronek, Martha Smith-Blackmore, Miranda Spindel

Guidelines for Standards of Care in Animal Shelters



Guidelines for Standards of Care in Animal Shelters

The Association of Shelter Veterinarians • 2010

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Director of Veterinary Outreach, ASPCA, Fort Collins, Colorado.

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Foreword

Association of Shelter Veterinarians' Guidelines for Standards of Care in Animal Shelters

When the Association of Shelter Veterinarians (ASV) Guidelines for Standards of Care in Animal Shelters (hereinafter referred to as "the Guidelines") were first published, it was anticipated that questions would arise as to why they were developed, how they would be used, and how they would impact the animal welfare community. The National Federation of Humane Societies (NFHS), the Society of Animal Welfare Administrators (SAWA), the National Animal Control Association (NACA), the American Society for the Prevention of Cruelty to Animals (ASPCA) and the Humane Society of the United States (HSUS) met with the Association of Shelter Veterinarians (ASV) authors of the Guidelines, to discuss their intentions and goals in publishing this comprehensive document. This Foreword is intended to put the Guidelines into perspective for animal welfare organizations.

It is important to note that each of the organizations listed above and that have co-authored this Foreword embrace the spirit and intent of the Guidelines, both to raise the standard of animal care throughout our industry and to create a road map that will aid organizations with ongoing self-assessment and improvement. We strive for consistency and excellence in the programs and services provided to animals, and we believe that the Guidelines, with their focus on meeting the needs of each individual animal without losing sight of the needs of the population as a whole, assistance in helping prioritize necessary change, and applicability regardless of type and size of organization, will help every organization achieve these critically important goals.

At the time of publication the ASV provided the FAQs summarized below. For the full ASV FAQ's please refer to the ASV Guidelines' FAQ's.

Why did the ASV develop these Guidelines? To date, no federal agency or judicial act regulates the welfare and care of companion animals in a shelter environment. The goal of the ASV was to provide information that will help any animal welfare entity meet the physical, mental and behavioral needs of the animals in their care. The Guidelines were developed to provide a tool that would allow communities and animal welfare organizations of all sizes, whether a large organization, a small home based effort or something in between -- as well as communities, to identify minimum standards of care, as well as best and unacceptable practices. ASV strove to create animal care guidelines that could continue to evolve as knowledge increases about the best way to meet the needs of animals in shelter settings.

What process was undertaken in developing these Guidelines? The ASV created a task force to initiate a comprehensive literature review and prepare a well-researched and referenced white paper identifying standards of care that would meet the needs of animals in animal welfare organizations.

What are the "Five Freedoms" and why are the Guidelines based on this concept? The foundation of the Guidelines is the "Five Freedoms", developed in 1965 in the UK. The ASV believes the Five Freedoms are now recognized to have broad application across species and essentially speak to the fundamental needs of animals that remain constant regardless of setting.

Who do the Guidelines apply to? The Guidelines are meant to be applicable to virtually any situation in which care for companion animals is delivered in a group or population setting, including traditional brick and mortar shelters, sanctuaries and home based foster or rescue networks.

How are practices identified as good or bad for a shelter in the Guidelines document? "Unacceptable" is used to highlight practices that must be corrected as soon as possible to provide an acceptable level of care. A "must" indicates that without adherence to this recommendation, the delivery of a minimum level of acceptable humane care is not possible. "Should" implies a strong recommendation. Best practices are identified in the Guidelines as "ideal" or "best." While the authors note that achieving ideal or best practices in every aspect of operations is ultimately preferred, they acknowledge that not every organization is capable of achieving this goal in every circumstance. Therefore, shelters should strive to meet all "ideal" practices wherever possible, and should attempt to ensure that they are adhering to all practices identified as a "must," while avoiding any practices identified as "unacceptable."

How quickly should shelters make changes? While some changes can be made simply and easily, others may require physical changes to a facility, additional training, or more advanced planning. The first step for each organization should be to urgently address and correct any unacceptable practices. Aside from those immediate changes, implementing change based on the Guidelines should be a gradual and thoughtful process designed to provide maximum benefit for the animals. As change is made, careful attention should be given to the goals of maximizing quality of life and life saving capacity.

What will the Guidelines *not* address? While the Guidelines make recommendations in numerous areas of shelter operations, they are not intended to serve as an operations manual. The right approach for implementing the Guidelines will vary by organization depending on their particular resources and challenges.

How are the Guidelines intended to help shelters? The ASV and the organizations who participated in authoring this Foreword hope that the Guidelines will serve as a source of evidence-based information and support for all organizations, regardless of size, structure or philosophy, who are striving to provide the most humane care possible for their animals. It is hoped that they will also serve as an impetus for on-going self-evaluation and improvement, and provide the basis on which organizations can argue for and obtain the resources they need to provide the most humane levels of care possible.

The ASV has already documented instances in which shelters have used the Guidelines as a basis for making significant improvements in the level of animal care provided, at little or no cost to the organization. We support the ASV's intent to document and share these "case studies" as a means of helping other organizations better understand how change can be implemented successfully, and cost effectively. Examples can be found in *Animal Sheltering* magazine in an ongoing series of articles entitled "Getting Real". Here are two of these articles;

http://www.animalsheltering.org/resource_library/magazine_articles/may_jun_2011/getting_real_asv_standards.html

http://www.animalsheltering.org/resource_library/magazine_articles/jul_aug_2011/getting_real_asv_standards_oustin_humane.pdf

Case studies can be found on the ASV website, www.sheltervet.org and ASPCA Pro provides a series of webinars on specific Guidelines topics; <http://www.aspcapro.org/webinar-series-guidelines-for-standards.php>.

Organizational Self-Assessment

The Guidelines represent an opportunity for organizational dialogue, reflection and most importantly, action. The Guidelines also present an opportunity for shelters to conduct a thorough assessment of current processes, and identify where improvements may be made for the benefit of the animals in their care. In the growing era of process improvement, shelters should be continually evaluating their ability to better house and care for animals.

Prioritization and Implementation

Each community situation is different. Each shelter and physical facility is different, and the timeline and process for implementation of the Guidelines should be adjusted to reflect the inherent differences in each organization. As mentioned, one significant note in the Interpretation of these guidelines is that they do not represent an operational manual or instructional guide for implementation. Each organization must develop its own operational model to maximize its ability to better care for animals based on the information presented in the Guidelines.

A prioritization and plan for how an agency will begin to address these items should be the first order of business. One logical first step is to review the guidelines which are considered "unacceptable" and address these issues as quickly as possible. Following a prioritized approach, addressing the "must" guidelines would be the next step. These are the articulation of the minimum guidelines which should be in place in each facility. As stated more than once in this Foreword and in the Guidelines themselves, the differences and specific challenges in organizations will dictate the ability of any agency to address these items and the speed with which they can be addressed. The important first step is for each organization to recognize areas where improvements can be made and then to set forth a plan and timeline to address them.

Foreword Authors.

The National Federation of Humane Societies (NFHS)
The Society of Animal Welfare Administrators (SAWA)
The National Animal Control Association (NACA)
The American Society for Prevention of Cruelty to Animals (ASPCA)
The Humane Society of the United States (HSUS)

Download the "Guidelines to Standards of Care in Animal Shelters" here.

Introduction

The Association of Shelter Veterinarians (ASV) is an international organization whose mission is to improve the health and well-being of animals in shelters through the advancement of shelter medicine. This document is the result of work that the ASV began in 2008 to address the lack of guidelines or standards of care for animals in shelters.

The first step in the process was to convene a taskforce to define the scope of this project. An exhaustive review of the scientific literature was undertaken to uncover as much data as possible pertaining to housing, care, health, and well-being of dogs and cats in population settings. Members of the taskforce then undertook writing this document over a period of 2 years. In some cases, answers were not available in the literature; in those instances, recommendations have been based on the collective expert opinion of the authors.

Every attempt was made to balance animal welfare science with practical and realistic recommendations specific for shelters. The guiding principle was

always animals' needs, which remain the same regardless of the mission of an organization or the challenges involved in meeting those needs. As with any specialty, shelter medicine continues to evolve; studies and clinical experience continue to provide new information that animal caregivers must consider in order to provide truly humane care. Principles of animal care that were believed to be appropriate just a few years ago may no longer be considered to be effective or humane. Shelters should bear this in mind and be willing to adapt as they review their programs.

The *Guidelines for Standards of Care in Animal Shelters* is intended to be a living document that will be periodically reviewed and revised. This document does not attempt to provide specific operational instructions, as these must be tailored to each individual setting. References are provided that can be used to obtain more detailed information. It is the authors' greatest hope that this document will serve shelter animals and those who care for them by providing scientific and humane guidelines for their care.

Background

Historically, the provision of care for stray, unwanted, and owner-relinquished animals in the United States dates back to the founding of the first large-scale animal shelters in New York, Boston, and Philadelphia in the late 1800's. Most shelters were originally intended for handling large numbers of dogs for brief periods of time as part of animal control programs. That mission drove shelter design and operation for nearly 100 years. Animal sheltering has evolved considerably since those early days.

Sheltering organizations can now be found for almost any companion or domestic animal species (e.g., rabbits, birds, rodents, horses, livestock), and for many exotic species as well. The entities delivering services vary from large, well-established agencies with significant resources, to grass-roots groups, loosely-networked individuals, or individuals acting alone. The spectrum of programs is equally diverse, including: traditional open-admission shelters; care-for-life sanctuaries and hospices; home-based rescue and foster-care networks; virtual Internet-based animal transport programs; behavioral rehabilitation centers; limited or planned admission shelters; no-kill or adoption guarantee shelters; high volume adoption agencies; and many permutations of these various approaches. In this document the term "shelter" is meant to apply to all of the entities mentioned above.

In contrast to many other settings such as zoos or laboratories (AZA 2009, 2010; ILAR 1996), the care of animals in shelters remains unstandardized and unregulated at the national level. Although as of 2010, at least 18 states require animal shelters to be registered or licensed (CO, GA, IL, IA, KS, MA, ME, MI, MN, MO, NE, NH, NJ, NC, PA, RI, VT, WI), and six require establishment of an advisory board (CO, KS, LA, ME, MO, TX) (ASPCA 2006a, 2006b; MDAR 2009); these regulations are inconsistent and often inadequately monitored at the state or local levels.

1. Challenges to Ensuring Welfare

The heterogeneous, fragmented nature of shelter systems, coupled with the lack of a consistent regulatory structure, has made it difficult to ensure adequate care for shelter animals. This difficulty is compounded by a multitude of challenges.

There is a growing body of literature documenting a long list of stressors for animals entering shelters, such as: leaving a familiar environment; confinement; adapting to new sounds, smells, and unfamiliar animals; and being handled by unfamiliar people. As occurs in zoo, farm, and laboratory settings, shelter animals can be challenged by boredom, frustration, isolation, social deprivation and other stresses arising out of confinement (Griffin 2006; Stephen 2005). Length of stay has been clearly identified as a risk factor for animal illness in shelters (Dinnage, 2009; Edinboro 2004).

Many facilities, which were historically designed for short-term handling of animals (e.g., for stray holding period), are poorly suited to meet the physical and behavioral needs of animals (Beerda 1997, 1999a, 1999b, 2000; Griffin 2006; Hennessy 1997; Holt 2010; Hubrecht 1992; Kessler 1997, 1999b; McCobb 2005; Ottway 2003; Tuber 1996). Various factors have contributed to increased length of stay. At many shelters there is a greater potential for animals to be confined to inadequate institutional or quasi-institutional settings from months in many cases, to the remainder of their lives in others, compounding concerns about their welfare. The same issues recognized for many years by the zoological community (Maple 2003) are now confronting shelters.

Over the past 15 years, there has been an explosive growth of grass-roots sheltering efforts. This expansion of the number of persons working on behalf of homeless companion animals has undoubtedly saved many animal lives, and overall is a very positive development. Concern arises, however, when animal care is provided by

individuals with good intentions but with little to no appropriate training in population husbandry, animal behavior, animal health, and/or veterinary medicine. Lack of awareness of information about sheltering or lack of connections to the larger shelter community may be additional barriers to ensuring adequate care.

There have been a growing number of incidents where shelter conditions have caused severe animal suffering and unnecessary death (ALDF website; Dudding 2009; HSUS 2007; Mckinnon 2009; Peat 2009; WBZN 2009). A growing number of allegations of cruelty have been filed against shelters or sanctuaries for failure to provide adequate and humane care (LA Times 2010). Lack of acceptable standards of care and failure to recognize or respond to animal suffering has contributed to these cases.

Many of these issues are not unique to the sheltering community. Over a quarter century ago, scandals revolving around substandard animal care, neglect and mismanagement rocked the laboratory animal world (Blum 1994) and the zoo community (Maple 2003). For laboratories, this led to significant federal regulation of animal care; for zoos, this triggered considerable internal dialogue and enhanced self-regulation (Wielbnowski 2003). Debates about farm animal welfare continue with less apparent progress. Consequently, the failure to self-regulate husbandry in some concentrated animal feeding operations ("factory farms") has begun to drive the public to seek legislative solutions (e.g., ballot initiatives to ban gestation and veal crates).

2. The Need for Standards

Despite the lessons learned from the high-profile examples referenced above, and the availability of substantial resources to guide shelter operations (ASPCA 2009; HSUS 2010; Miller 2004b, 2009; NACA 2009c; Peterson 2008; UC Davis website), it is regrettable that serious deficiencies in companion-animal care in shelters continue to occur. There is convincing evidence that societal expectations for the care and welfare of animals

have increased. This ethic is reflected in the professional literature as well as in extensive guidelines and/or codes of ethics issued by trade organizations, regulatory bodies, advisory boards and policy-making agencies for animals in almost every conceivable setting except animal shelters [e.g., zoological parks (AZA 2009, 2010; Kohn 1994), research laboratories (CACC 1993; ILAR 1996; SCAW 2001), breeding kennels (AKC 2006, 2008), catteries (CFA 2009; CVMA 2009), exotic wildlife sanctuaries (ASA 2009; Brent 2007; GFAS 2009), animal agriculture (FASS 1999; Mench 2008; Veisler 2008), pet industry retailers (PIIAC 2009), boarding kennels (CVMA 2007; New Zealand 1993; PCSA 2009), domestic wildlife rehabilitation (Miller 2000), animal rescue (ARA), equine rescue and retirement facilities (AAEP 2004; GFAS 2009)].

It might be assumed that anti-cruelty statutes would protect shelter animals, but these statutes are often not sufficient to ensure that animals in either public or private shelter and rescue settings receive proper care. One reason for this is that many retain 19th-century wording, which is difficult to interpret in modern settings, i.e.:

"Whoever overdrives, overloads, drives when overloaded, overworks, tortures, torments, deprives of necessary sustenance, cruelly beats, mutilates or kills an animal, or causes or procures an animal to be overdriven, overloaded, driven when overloaded, overworked, tortured, tormented, deprived of necessary sustenance, cruelly beaten, mutilated or killed;... and whoever, having the charge or custody of an animal, either as owner or otherwise, inflicts unnecessarily cruelty upon it, or unnecessarily fails to provide it with proper food, drink, shelter, sanitary environment, or protection from the weather, and whoever, as owner, possessor, or person having the charge or custody of an animal, cruelly drives or works it when unfit for labor, or willfully abandons it, or carries it or causes it to be carried in or upon a vehicle, or otherwise, in an unnecessarily cruel or inhumane manner or in a way and manner which might endanger the animal carried thereon, or knowingly and willfully authorizes or permits it to be subjected to unnecessary torture suffering or cruelty of any kind commits the crime of cruelty to animals".

It can be difficult to apply this outdated anti-cruelty language to address modern concerns

about physical and psychological suffering from confinement as well as suffering from illness or death. Furthermore, there can be a large gap between adequate care and deficiencies serious enough to prosecute under existing cruelty statutes. This leaves the possibility that substantial numbers of animals will live in substandard conditions within organizations expected to protect animal welfare. In some cases, the organizations that are at fault for providing inappropriate or negligent care are governed by the same entity that investigates animal cruelty, creating a conflict of interest.

Because the legal definition of animal cruelty varies from state to state it is beyond the scope of these guidelines to specifically and directly address animal cruelty. However, it is clear that when failure by an individual to provide certain minimum standards of care constitutes animal cruelty, the same standards must apply to shelters. Good intentions or lack of resources should not serve as an excuse for municipalities or private organizations to permit or perpetuate animal cruelty.

3. The Five Freedoms and Companion Animals

The American Veterinary Medical Association (AVMA) has brief core guidelines for companion animals including some recommendations for humane societies (AVMA 2008). They have also stated, through the AVMA Animal Welfare Principles,

that animals should be treated with respect and dignity throughout their lives (AVMA 2006).

A broader, independent set of standards developed from within the shelter veterinary community is needed to identify best and unacceptable practices as well as minimum standards of care for shelter animals – whether in a large organization, a small home-based effort, or something in between. In order to be flexible enough to guide any type of sheltering situation, standards need to clearly describe some general principles without being overly prescriptive.

The welfare principles enumerated as the Five Freedoms (Table 1) (Farm Animal Welfare Council 2009) provide a model that is applicable across species and situations, including animal shelters. The Five Freedoms were created in 1965 in the United Kingdom as a result of a report by the Brambell Commission (which later became the Farm Animal Welfare Council) to address welfare concerns in agriculture settings. There is ample evidence that the Five Freedoms are broadly accepted as guidelines for welfare for all animals. For example, a survey of large animal faculty at veterinary schools indicated strong support for these principles in the United States (Heleski 2005), and it has been recommended that they are equally useful as a framework for zoo animal welfare (Wielebnowski 2003). The Five Freedoms also form the basis for minimum standards for dogs, cats, and animals in boarding facilities promulgated by the New Zealand Ministry of Agriculture (New Zealand 1998, 2007) and recently, for standards from the Canadian Veterinary Medical Association for cats (CVMA 2009). This approach has also been embraced by the laboratory animal community (Bayne 1998; CACC 1993; ILAR 1996; SCAW 2001). As performance standards, rather than engineering standards, the Five Freedoms define outcomes and imply criteria for assessment, but do not prescribe the methods by which to achieve those outcomes. The *Guidelines for Standards of Care in Animal Shelters* has been written using the Five Freedoms for Animal Welfare as the basis for all sections in this document.

Table 1. Five Freedoms For Animal Welfare (Farm Animal Welfare Council 2009).

1. Freedom from Hunger and Thirst	by ready access to fresh water and a diet to maintain full health and vigor
2. Freedom from Discomfort	by providing an appropriate environment including shelter and a comfortable resting area
3. Freedom from Pain, Injury or Disease	by prevention or rapid diagnosis and treatment
4. Freedom to Express Normal Behavior	by providing sufficient space, proper facilities and company of the animal's own kind
5. Freedom from Fear and Distress	by ensuring conditions and treatment which avoid mental suffering

How to use this document

There are 12 sections in the document. Each section should be read in its entirety so that recommendations are not taken out of context and misunderstood. Shelters should not focus solely on the limited number of unacceptable practices or call outs that have been separately highlighted. These represent summary points that draw attention to some issues of great concern, but do not provide sufficient basis for thorough evaluation of a program.

No sheltering organization, regardless of its circumstances, i.e., budget, size, etc., should engage in any practice that is deemed unacceptable. Unacceptable practices must be corrected without delay. For example, failure to identify and provide analgesia for painful conditions is unacceptable and corrective steps must be taken immediately. Whenever a practice is identified as "must", it is believed that without adherence to this recommendation, the delivery of a minimum level of acceptable or humane care is not possible. Use of the word "should" implies a strong recommendation.

It is recognized that implementation of "ideal" recommendations may not be possible in all circumstances but would certainly enhance care for animals. A glossary of terms is provided at the end of this document to aid in understanding.

The terms "long-term" and "short-term" are used in several sections of this document (e.g., Facilities, Behavior, Medical Health and Physical Well-being). It is difficult to define when a shelter stay shifts from being short-term to long-term, and the impact of length of stay may affect individual animals differently. Therefore, recommendations found throughout this document that refer to long-term stays do not have a specific timeframe associated with them. Ideally, recommendations to ensure physical and behavioral health and well-being for long-term care should be implemented as soon as possible, regardless of length of stay expectations, but especially whenever a stay is anticipated to exceed 1 or 2 weeks.

Management and record keeping

Lines of authority, responsibility, and supervision should ideally be put in writing, reviewed periodically and updated when roles change.

Implementation of the recommendations in this document requires adequate resources, planning, training, and monitoring; these operational principles form the foundation upon which many other elements described in this document must rest. To build this foundation, organizations must have a clearly defined mission; policies and protocols that reflect current information; adequate staff training and supervision; and proper management of animal care. Because animal health is interwoven into virtually every facet of sheltering or rescue programs, veterinarians should be integrally involved with development and implementation of an organizational plan, and must have supervision of medical and surgical care of animals. Organizational functioning, employee health and well-being, and animal wellness are inextricably linked (Reeve et al 2004; Rogelberg et al 2007).

Adequate training is required to ensure humane animal care, as well as staff and public safety.

1. Establishment of Policies and Protocols

A clearly defined mission forms the basis for development of organizational policies, including those relating to animal care, intake, treatment, adoption, and euthanasia. Policies must address the resources and legal/contractual obligations of the organization. Protocols must be developed and documented in sufficient detail to achieve and maintain the standards described in this document, and updated as needed to ensure that they reflect current information and pertinent legislation (Hurley 2008a). All staff (and volunteers as needed) must have access to up-to-date protocols. Expert input on all policies and protocols related to maintenance of physical and behavioral animal health should be provided by a veterinarian. Ideally, this veterinarian would have training or experience in shelter medicine as well as knowledge about the particular population.

2. Management Structure

A clearly defined structure that outlines accountability, responsibility, and authority for management within the organization is essential and must be communicated to all staff and volunteers. Lines of

authority, responsibility, and supervision should ideally be put in writing, reviewed periodically and updated when roles change. Authority and responsibility must be given only to those who have the appropriate knowledge and training. Many decisions involve issues of resource allocation as well as population health and individual animal welfare; in these cases broad consideration must be given to all factors, and decisions may well be made by a group of qualified individuals. However, in cases where animal welfare could be compromised, a veterinarian's decision should not be overridden. Supervision and accountability for all staff and volunteers are essential to ensure that policies and protocols guide daily activities.

3. Training

Adequate training is required to ensure humane animal care, as well as staff and public safety (ILAR 1996). This includes allocating time and resources for employees and volunteers to complete training prior to undertaking responsibility for tasks. The skills, knowledge and training to accomplish each task must be successfully demonstrated before proficiency is assumed. Continuing education should be provided in order to maintain and improve skills. Documentation of training should be maintained.

4. Animal Identification and Record Keeping

A unique identifier (e.g., name and /or number) and record must be established for each animal upon intake. Identification should be physically affixed to the animal (e.g., collar or tag) for the duration of the animal's stay unless this poses a safety risk for animals and/or staff. Basic elements of a record should include: the identifier, results of microchip scan, microchip number if present, source of animal, dates of entry and departure, outcome, species, age, gender, physical description (breed and colors), and available medical and behavioral information. (See section on Population Management and section on Medical Health and Well-being for more information on medical records and population data collection.)

A unique identifier (name and/or number) and record must be established for each animal upon intake.

Facility Design and Environment

Shelters must provide an environment that is conducive to maintaining animal health. Facilities must be appropriate for the species, the number of animals receiving care and the expected length of stay in order to ensure physical and psychological well-being of the animals. The design should provide for proper separation of animals by health status, age, gender, species, temperament, and predator-prey status (see section on Medical Health and Physical Well-being and section on Behavioral Health and Mental Well-being for more information), and include sufficient space for the shelter operations described in this document (intake, examination, holding, adoption, isolation, treatment, food storage, laundry, and when necessary, euthanasia).

Entrances and exits, hallways, and rooms should be arranged so that movement through the facility ("foot traffic") and cleaning, as described in the Sanitation section, should proceed from the areas housing the most susceptible to disease and/or healthiest animals to those who are most likely to be a source of contagious disease. One set of guidelines recommends that at least 10% of the facility housing capacity should be made available for isolation of animals diagnosed with or suspected of having infectious diseases (New Zealand 1993). Organizations that provide services to privately owned animals (e.g., spay/neuter or veterinary clinics) should separate those animals from shelter animals.

1. Primary Enclosure

A primary enclosure is defined as an area of confinement such as a cage, run, kennel, stall, or pen, where an animal eats, sleeps, and in most sheltering situations spends the majority of its time. The primary enclosure must be structurally sound and maintained in safe, working condition to properly confine animals, prevent injury, keep other animals out, and enable the animals to remain dry and clean. There must not be any sharp edges, gaps or other defects that could cause an injury or trap a limb or other body part. Secure latches or other closing devices must be present. Wiremesh bottoms or slatted floors in cages are not acceptable for

primary enclosures for cats and dogs. Enclosures that permit care and cleaning without removal of the animals (e.g., double-sided or compartmentalized enclosures) are very important to prevent disease transmission and should be provided for recently admitted or ill animals and those who are younger than 20 weeks of age.

The primary enclosure should be readily cleaned and disinfected. Even in home-based shelters, where the home itself or a room within the home may be the primary enclosure, sanitation is important. Until disease concerns have abated, newly arrived animals should be housed in areas of the home, or enclosures within the home, that can be properly and easily sanitized.

Tethering is an unacceptable method of confinement for any animal and has no place in humane sheltering (HSUS 2009a). Constant tethering of dogs in lieu of a primary enclosure is not a humane practice, and the Animal Welfare Act prohibited its use in 1997 for all regulated entities (APHIS 1997a).

Primary enclosures must provide sufficient space to allow each animal, regardless of species, to make normal postural adjustments, e.g., to turn freely and to easily stand, sit, stretch, move their head, without touching the top of the enclosure, lie in a comfortable position with limbs extended, move about and assume a comfortable posture for feeding, drinking, urinating and defecating (AAEP 2004; CFA 2009; Hansen 2000; King County 2009; Kulpa-Eddy 2005; New Zealand 1993). In addition, cats and dogs should be able to hold their tails erect when in a normal standing position. Primary enclosures should allow animals to see out but should also provide at least some opportunity to avoid visual contact with other animals (Carlstead 1993; Overall 1997; Wells 1998).

A range of minimum dimensions have been suggested for primary enclosures for dogs and cats (CFA 2009; Griffin 2006; New Zealand 1993). Most of these recommendations exceed

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what is typically found in many shelters. Because of the wide range of body sizes for dogs, specific recommendations for minimum kennel sizes are not included in this document. However, the size of each primary enclosure must be sufficient to meet the physical and behavioral parameters described above. Less than 2 feet of triangulated distance between litterbox, resting place and feeding area has been shown to adversely affect food intake for cats (Figure 1) (Bourgeois 2004). Cats housed in cages with 11 square feet of floor space were found to be significantly less stressed than those with only 5.3 square feet of space (Kessler 1999b). The Cat Fanciers' Association recommends a minimum of 30 cubic feet per cat (CFA 2009). Shelters should strive to exceed these dimensions, particularly as length of stay increases. (See section on Group Housing for dimensions recommended for group housing.)

In addition to size considerations, proper layout of the primary enclosure is essential to maintain animal health and welfare. Food and water bowls or receptacles must be provided. The location of food, water, and litter containers relative to each other, resting areas, doors, etc., can have a significant impact on the well-being of animals (CACC 1993).

Separation between food, urination and defecation, and resting areas should be maximized. A primary enclosure must allow animals to sit, sleep and eat away from areas of their enclosures where they defecate and urinate. This can be accomplished through the use of double-sided or compartmentalized enclosures; single enclosures for cats of sufficient size as

described in the figure above; or walking dogs with sufficient frequency on a daily basis that they do not need to urinate or defecate within their enclosures, provided this can be accomplished without undue risk to health and safety.

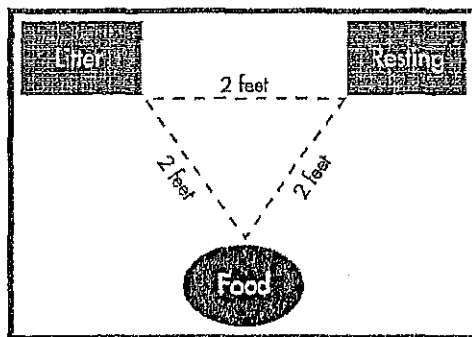
Attention should be paid to the habits of individual animals. Confinement, even in compartmentalized housing, will inhibit some dogs, from urinating or defecating. Many cats will avoid defecation and urination if litterbox location or substrate is aversive (CACC 1993; Neilson 2004). Cats must have a litterbox large enough to comfortably accommodate their entire body.

For cats, vertical as well as horizontal dimensions are extremely important because cats show a preference for spending more time on raised surfaces and high structures than on the floor. Some dogs also prefer to rest on elevated surfaces. Elevated resting places should be provided whenever possible, as long as this would not restrict animal movement within the enclosure. A soft resting place should be made available for all animals to provide comfort and prevent pressure sores from developing (Crouse 1995; New Zealand 1998).

Cages or crates intended for short-term, temporary confinement or travel (e.g., airline crates, transport carriers, cages or crates designed to restrict mobility during a defined period for recovery or treatment including small stainless steel cages less than 2 ft x 2 ft), are unacceptable as primary enclosures and are cruel if used as such (CFA 2009; Miller 2000). Crates or cages must not be stacked upon each other in a manner that increases animal stress and discomfort, compromises ventilation, or allows waste material to fall from the cage above into the cage below.

Poor cat housing is one of the greatest shortcomings observed in shelters and has a substantially negative impact on both health and well-being. Existing housing can be modified to improve feline welfare (e.g., cutting pinholes in stainless steel cages

Figure 1. Minimal spacing recommended between litterbox, resting place, and food.



to increase available space and create multi-compartment housing units (UC Davis 2009). Cats must have places to hide (e.g., paper bag or box large enough to provide concealment) and should have high points to perch upon (Carlstead 1993; Crouse 1995; De Monte 1997; Griffin 2002, 2006, 2009a; Hubrecht 2002; Rochlitz 1999, 2002; Wells 2000). One study found that the ability to hide led to decreased stress hormones in cats (Carlstead 1993). Ideally, cats should not be restricted to floor level cages, since these are more stressful compared to elevated cages.

As the length of stay increases (e.g., beyond 1–2 weeks), it becomes progressively more important to provide space that is both mentally and physically stimulating; alternatives to traditional housing must be provided. For animals housed long term, the physical environment must include opportunities for hiding, playing, resting, feeding, and eliminating. For cats, the environment should also allow for scratching, climbing and perching. Protected indoor/outdoor access is ideal for most species, especially when animals are held long term. Outdoor spaces must be suitably enclosed to protect from adverse weather, vandalism, and prevent escape or predation.

2. Surfaces and Drainage

Non-porous surfaces that can be easily disinfected and are durable enough to withstand repeated cleaning should be used in all animal areas and must be used in those areas housing puppies and kittens, or animals who are infectious or who are newly admitted with an unknown health history. These principles are equally important in home-based programs. A sealed, impermeable surface, such as sealed concrete or epoxy is ideal for flooring (New Zealand 1993). Carpeting should not be used in animal housing areas because it cannot be effectively cleaned and disinfected. In a home-based setting or light use situation, linoleum or tiled floors may be acceptable, but seams and grout lines require higher maintenance and attention to sanitation than a sealed surface. Points where walls meet floors should also be sealed. Peeling,

scratched or chipped floors that cannot be properly sanitized should be repaired or replaced.

Special accommodation (e.g., soft bedding or slip-proof mats) is required for animals with arthritis, muscle weakness, or other mobility impairments as these animals may have difficulty rising if surfaces are too slippery. Floors should be gently sloped to enable wastes and water to run off into drains. Waste water should not run off into common areas or adjacent kennels. Adequate drainage must be provided (New Zealand 1993). When drains are located in common areas special care must be taken to sanitize and disinfect those areas prior to allowing animal access. Drain covers should be designed to prevent toes from being caught in drains.

3. Heating, Ventilation, and Air Quality

Temperature and humidity recommendations vary with the species of animal being housed, but it is essential that each primary enclosure allows an animal to comfortably maintain normal body temperature (AVMA 2008a; New Zealand 1993). Temperature and humidity levels should be evaluated at the level of the animal's body within its enclosure.

For dogs and cats, the AVMA recommends the ambient temperature should be kept above 60°F (15.5°C), and below 80°F (26.6°C), and the relative humidity should range from 30 to 70% (AVMA 2008a). Because of breed, body condition, medical condition, haircoat, facial conformation, and age differences, animals must be monitored individually to ensure their comfort and to ensure they can adequately maintain their body temperature. If animals appear too cold (i.e., shivering or huddling together for warmth) or too hot (i.e., excessive panting), necessary measures must be taken to ensure animal comfort and safety (i.e., adjustments to the thermostat, additional bedding, fans, movement to another area of the shelter, health evaluation, etc.) Proper bedding materials, when kept clean and dry, can help animals maintain appropriate body temperature.

Cages or crates intended for short-term, temporary confinement or travel are unacceptable as primary enclosures and are cruel if used as such.

Fresh air is essential for maintenance of good health and well-being as well as limiting the spread of infectious diseases (CFA 2009). Proper ventilation removes heat, dampness, odor, airborne microbes, and pollutant gasses such as ammonia and carbon monoxide, while allowing for the introduction of fresh, oxygenated air. Ventilation must be maintained at a high enough rate to provide clean air in all areas of the shelter including within primary enclosures. All ventilation systems must be adequately maintained and air quality should be monitored at the level of the animal. Between 10 and 20 room air exchanges per hour with fresh air is the standard recommendation for adequate ventilation of animal facilities (European Council 1986; Johnson 2004; IAR 1996).

Ventilation requirements vary depending on population density and pollutants in the air. A facility may require a higher ventilation rate when it is at full capacity compared to when it is relatively empty, as animals themselves are a major source of heat, humidity and ammonia. Other pollutants also increase with the number of animals housed. Ventilation rates may need to be adjusted seasonally and should not be thermostat-controlled. Systems that circulate air only when the temperature or humidity require adjustment do not provide adequate ventilation throughout the year. Ventilation must be accomplished without compromising maintenance of appropriate temperatures.

Because canine respiratory pathogens can be easily transmitted through the air, isolation areas for dogs should have separate air circulation from the rest of the facility (Appel 1972). Separate air exchange for feline isolation areas are a lesser priority as cats do not readily aerosolize their pathogens (Gaskell 1982; Wardley 1977). To prevent droplet transmission of respiratory viruses, however, cat cages facing each other should be spaced more than 4 feet apart (Gaskell 1977; Povey 1970; Wardley 1977). Although adequate ventilation to provide good air quality is essential, investment in enclosures and other aspects of facility design

that reduce fomite transmission (e.g., double-sided enclosures that allow animals to remain inside their enclosures during cleaning) is also critical to animal health. Even excellent ventilation will not overcome the harmful effects of inadequate housing.

Good air quality requires good sanitation and cleaning to reduce sources of airborne particles and gaseous contaminants such as ammonia, carbon monoxide, and hydrogen sulfide (FASS Guide 1999). Published guidelines for maximum ammonia exposures reflect hazards to human health or adverse effects on animal production and should not be used as an indicator of proper sanitation. Although some of the regulations for concentrated animal feeding operations cite minimum ammonia levels at or below 10 parts per million (ppm), acceptable levels in a shelter should be less than 2 ppm (G. Patronek 2010, unpublished data). In properly run shelters, ammonia should be below this level even before morning cleaning. Dust control is important because microbes may be transmitted by airborne dust (FASS 1999). Airborne dust can contain a variety of bioactive aerosols, particularly endotoxins, which have pro-inflammatory effects and a negative impact on lung function (Donham 2002; Rylander 2006, 2007).

4. Light

Facilities should be designed to offer as much natural light as possible. When artificial light is used, it should closely approximate natural light in both duration and intensity (CFA 2009; Griffin 2006; New Zealand 1993; Patronek 2001). Enclosures should be positioned so individual animals can avoid being exposed to excessive amounts of light or darkness. For example, cats on the lower level of a cage stack would spend most of their day in shadows unless light fixtures are mounted such that light shines into the lower level cages (CFA 2009). Cages should be spaced far enough apart to allow ambient light to reflect off the ceiling and floor. Adequate amounts of darkness are as important as light. Light and darkness should be provided so that they support the natural (circadian) rhythms of wakefulness and sleep.

Adequate lighting is also necessary for effective observation of animals (AAEP 2004).

5. Sound Control

An appropriate acoustic environment is essential for good animal health and welfare. Noise should be minimized in animal areas. Dog and cat hearing is more sensitive than human hearing so it can be assumed that noise levels that are uncomfortable to humans are even more uncomfortable for animals. Many common features of animal shelters contribute to elevated noise levels, including: forced air ventilation, barking dogs, non-porous building materials, use of power hoses, metal kennel gates, and metal food bowls. Excessive noise contributes to adverse behavioral and physiological responses (Spreng 2000).

Excessive noise from barking dogs is a particular welfare concern because of both its magnitude and duration (Sales 1997). Cats, in particular, are adversely affected by the sound of barking dogs (McCobb 2005). Sound levels in a shelter can exceed 100 db, largely due to barking (Coppola 2006). Sound is measured on a logarithmic scale, so a 90 db sound is 10 times louder than an 80 db sound. Any sound in the 90–120 db range can be felt as well as heard and may lead to irreversible hearing loss in humans. For comparison, a jackhammer produces noise in the 110 db range, and a subway train 95 db. Levels of 50–70 db or higher are considered likely to be detrimental to the hearing of rodents and rabbits (CCAC 1993). (See section on Public Health for information on occupational safety.)

Because sound can have a detrimental effect, interventions to reduce sound in shelters are important for animal health and well-being. Architectural strategies to minimize the impact of noise (e.g., arrangement of caging, materials selection for cages, doors, and latches) should be implemented in facility design or be added to an existing facility. Appropriate architectural strategies combined with behavior modification or enrichment strategies to

reduce barking can dramatically reduce noise levels (Griffin 2009a; Johnson 2004). Staff must also be instructed to avoid creating excessive noise during routine activities (e.g., slamming cage or kennel doors, tossing metal bowls). Noise-producing equipment should be located as far away from the animals as possible (Hubrecht 2002). Sound-absorbent materials must be durable enough to permit repeated cleaning and should either be out of the animal's reach or resistant to destruction (Hubrecht 2002). Shelters should be designed so that cats are not exposed to the noise of barking dogs (McCobb 2005). In a study of shelter dogs, visual contact with other dogs improved welfare and did not increase barking (Wells 1998); therefore preventing visual contact should not be used as a general strategy to reduce barking.

Music has been used to reduce animal stress in a variety of different settings (Line 1990; Wells 2002). While anecdotal reports support this finding, little data exist to recommend its use for shelters. Music or other sounds as a form of enrichment need to be considered carefully, particularly if animals have no way to move away or control their exposure. Many animals, including dogs, are able to hear frequencies above what humans can hear. Therefore, if music is introduced, radios or other sound systems should not be placed directly on cages and the volume should not exceed conversational levels. In one study, heavy metal music was shown to increase barking and arousal, whereas classical music had a calming effect (Wells 2002).

6. Drop Boxes

Although shelters often face challenges posed by limited operating hours for public access, the use of unattended "drop boxes" where live animals are placed by the public in receptacles for later intake may result in animal suffering or death and should be avoided. Alternatives should be provided (e.g., drop-off arrangements with police department or veterinary emergency clinics). Information about these alternatives should be made available to the public.

The use of unattended "drop boxes" where live animals are placed by the public in receptacles for later intake may result in animal suffering or death and should be avoided.

Population Management

Population management describes an active process of planning, on-going daily evaluation, and response to changing conditions as an organization cares for multiple animals. Effective population management requires a plan for intentionally managing each animal's shelter stay that takes into consideration the organization's ability to provide care that meets the recommendations outlined in this document. The capacity to provide humane care depends on the number and condition of animals admitted and their duration of stay; the size and condition of the facility; staffing levels and training; and other factors as well as the number of available enclosures. There are many ways to maintain a population within an organization's capacity for care whether in a shelter or home-based rescue organization. Active population management is one of the foundations of shelter animal health and well-being (Hurley 2004a), and must be based on an appreciation that capacity to provide humane care has limits for every organization, just as it does in private homes. When a population is not managed within an organization's capacity for care, other standards of care become difficult or impossible to maintain.

Capacity to provide humane care has limits for every organization, just as it does in private homes.

1. Capacity for Care

Every sheltering organization has a maximum capacity for care, and the population in their care must not exceed that level. Factors that determine capacity for care include: the number of appropriate housing units; staffing for programs or services; staff training; average length of stay; and the total number of reclaims, adoptions, transfers, release, or other outcomes. Many factors can alter the capacity for care. For example, loss of animal care staff, or malfunctioning enclosures, can temporarily decrease the capacity for care until such time as new persons are hired and appropriately trained, or enclosures are repaired or replaced. Operating beyond an organization's capacity for care is an unacceptable practice.

Maximum housing capacity must be based on the number of animals who can be adequately housed

within available primary enclosures. (See section on Facilities and section on Group Housing for information on adequate housing.) Ideally, shelters should maintain their populations below maximum housing capacity to allow for daily intake as well as more flexibility when choosing appropriate enclosures for each animal. Maximum housing capacity must not be exceeded. Even though enclosures may be available, it may be necessary to leave some empty due to other constraints on capacity for care (e.g., staffing levels and opportunities for enrichment).

The National Animal Control Association (NACA) and the Humane Society of the United States (HSUS 2010) recommend a minimum of 15 minutes of care time per day for feeding and cleaning each animal housed in the shelter (9 minutes for cleaning and 6 minutes for feeding) (HSUS 2010; NACA 2009b). For example, if 40 animals are present, a minimum of 10 hours of care would be required for basic care (40 animals @ 15 minutes/animal = 10 hours). Ability to provide services such as medical and behavioral evaluation or treatment, adoption, spay/neuter or euthanasia can be similarly evaluated based on average time for service (Newbury 2009a, 2009b). Staffing or volunteer work hours must be sufficient to ensure that the basic needs of animals in the shelter are met each day.

Length of stay has a dramatic effect on the experience and needs of animals in shelter care. The type of care and enrichment provided to sheltered animals must be appropriate to the length of stay (Patronek 2001). Average or median length of stay is also a key factor contributing to the number of animals present in the shelter each day, which in turn affects the ability to provide adequate care. For example, if an average of 5 cats per day enter the shelter and each stays an average of 5 days, the average daily population would be 25 cats. If the average length of stay rises to 10 days with no change in the average intake, then the average daily population would double to 50 cats.

Adequate staffing must be available to ensure that each critical point of service (e.g., vaccination or medical evaluation, spay/neuter surgery, or a physical move to adoption) is delivered promptly. Delays resulting in even one to two additional days of care may result in crowding and poor animal welfare in facilities that operate near maximum capacity. Expected demand for these critical points of service should be estimated based on the expected numbers of animals who will need each service and the length of time it takes to complete each procedure (e.g., number of animals needing evaluation or spay/neuter surgery prior to adoption). Operating beyond capacity for care will result in unwanted outcomes including: delays or failure to provide necessary care; use of substandard housing; increases in staff and animal stress; haphazard mixing of animals; increased risk of infectious disease exposure; and increases in negative interactions between animals (Hurley 2008b; Newbury 2009a, 2009b). Operating beyond capacity for care creates a vicious cycle; services required for moving animals through the system are delayed. These delays prolong average lengths of stay for animals, leading to increased daily population. This further taxes the organization's capacity for care, worsens conditions, and threatens animal well-being (Newbury 2009a, 2009b). Once a shelter has exceeded its capacity for care it is no longer possible to ensure the Five Freedoms.

2. Protocols for Maintaining Adequate Capacity for Care

Shelters must have policies and protocols to maintain adequate capacity for care and housing. Policies

must provide a means of balancing admission with the outcomes available (e.g., adoption, transfer, release, return to owner, euthanasia, or others). Increasing the number of animals housed beyond the capacity for care is an unacceptable practice.

Inspection of all animals must be performed daily in order to routinely evaluate and monitor adequacy of capacity and to identify needs for housing, care, or service (CFA 2009; New Zealand 1993). Appropriate interventions must be made before animal numbers exceed the capacity for care and housing. Waiting to respond until capacity has been exceeded results in animal suffering.

3. Monitoring Statistical Data

Monitoring population statistics over time is a necessary component of a population management plan. At minimum, statistics must include monthly intake (e.g., stray, owner surrendered) and outcomes by type (e.g., adoption, euthanasia, returned to owner) for each species. For optimal population management and monitoring, an animal census (animal inventory) should be taken, evaluated, and reconciled with records daily to ensure accuracy of data collection as well as facilitate evaluation of capacity. Ideally, population statistics should also include an evaluation by age group, health and behavior status at intake as well as at outcome. More detailed data monitoring such as tracking incidence of disease at intake (pre-existing) and during shelter stay (from previous exposure or shelter acquired) is a best practice.

Effective population management requires a plan for intentionally managing each animal's shelter stay that takes into consideration the organization's ability to provide care.

Operating beyond an organization's capacity for care is an unacceptable practice.

Sanitation

Good sanitation is an integral part of humane animal housing. Proper cleaning and disinfection practices help reduce the transmission of infectious diseases to both animals and people, and result in a cleaner and healthier environment (Cherry 2004; Hoff 1985; Lawler 2006; Weese 2002). A clean shelter also has the added benefits of increasing the comfort level of the animals and presenting a positive image of the shelter to the public. Protocols for proper sanitation are essential for any sheltering program. Providing education and training as well as ensuring compliance with those protocols is also essential.

1. Cleaning and Disinfection

Physical cleaning is defined as the removal of urine, fecal matter, and other organic material from the environment (Gilman 2004; Smith 2005). Cleaning should result in a visibly clean surface, but may not remove all of the harmful pathogens. Disinfection is the process that will kill most of the contaminants in a given area (Gilman 2004). Sanitation, for the purposes of this document, is defined as the combination of cleaning and disinfection, and is a requirement for all shelters and rescue homes. Sterilization is the destruction of all microbes, including spores, and is generally reserved for surgical instruments, surgical gloves, and other equipment necessary for sterile procedures. True sterilization of cage and kennel surfaces does not occur in a shelter (Gilman 2004).

Whether or not infectious disease occurs is dependent on several factors: the host (exposed animal), the virulence of the pathogen, the amount of the pathogen present, and the duration of exposure (Lawler 2006). Infectious dose defines a threshold amount of a pathogen required to cause infection and disease. By cleaning and using disinfectants properly, the number of pathogens in the environment is decreased, reducing the dose delivered if an animal is exposed. Sanitizing with the proper frequency decreases the duration of exposure. In the event of a disease outbreak, sanitation protocols and practices should be reviewed to determine if there are problems with

the products or practices. Very often, even though protocols appear adequate, changes in practices (e.g., inaccurate dilution of disinfectants or changes in day-to-day cleaning practices) have contributed to outbreaks (Petersen 2008). Sanitation protocols must be revised as needed during an outbreak to address specific pathogens.

a) Sanitation Procedures

An assessment of the facility, animal population, training, equipment and procedures to be employed must be considered when developing sanitation protocols. Ideally, sanitation protocols should be developed and periodically reviewed in consultation with a veterinarian experienced in shelter medicine. While information about shelter sanitation may be extrapolated from many sources, protocols must be based on current knowledge and recommendations developed specifically for animal shelters, and must include specific methods and agents for achieving the goals of both cleaning and disinfection. An increasing number of resources exist providing guidelines tailored to the shelter environment (Dvorak 2009; Miller 2004b; Peterson 2008; UC Davis 2009).

Enough staff must be assigned to complete sanitation tasks promptly each day so that animals spend the majority of their time in sanitary conditions. As an example, out of the total of 15 minutes recommended per animal for daily husbandry, NACA and HSUS guidelines recommend a minimum of 9 minutes per animal per day for routine cleaning. Thus 40 dogs @ 9 minutes/dog = 360 minutes. This total time of 360 minutes (6 hrs) would allow sufficient time for a 10-minute disinfectant contact time in each kennel because other activities or tasks (e.g., cleaning other kennels, laundry) can be accomplished while the disinfectant sits.

Selection of proper cleaning and disinfectant products is essential. Detergents and degreasers must be used as needed to maintain clean surfaces free of visible dirt and debris. Disinfectants must be chosen that will be effective under the conditions

Enough staff must be assigned to complete sanitation tasks promptly each day so that animals spend the majority of their time in sanitary conditions.

present in a given environment (e.g., presence of organic matter), and with demonstrated activity against the pathogens for which the animals are at risk (Eirepl 2008). Unenveloped viruses such as parvovirus, panleukopenia, and feline calicivirus are of particular concern, but other disinfection-resistant agents such as coccidia and *Microsporium canis* may also be problematic. Some disinfectants have been shown by independent studies not to be effective against these durable pathogens (e.g., quaternary ammonium compounds against unenveloped viruses), in spite of EPA-approved labeling by manufacturers (Eleraky 2002; Kennedy 1995; Mariello 2004; Scott 1980). Products that have not been independently validated against unenveloped viruses and other pathogens of concern should not be used as the sole disinfectant.

The facility should be cleaned in order of animal susceptibility to disease and potential risk to the general population, starting with the most susceptible animals and ending with those who carry the highest risk of transmitting infectious disease. Separate cleaning supplies should be designated for each area. Appropriate protective clothing (gloves, gowns, and/or boots), should be used in each area, and removed before proceeding to care for other animals in the population. (See section on Public Health for recommendations on personal protective equipment.) Failure to follow a specified order of cleaning may result in susceptible populations being exposed to disease (Gilman 2004; Smith 2005).

In general, the order of cleaning and care, from first to last, should be:

- 1) *healthy puppies and kittens and healthy nursing bitches and queens;*
- 2) *healthy adult animals;*
- 3) *unhealthy animals.*

Thorough sanitation of primary enclosures before a new animal enters is essential. Sanitation protocols must include removal of gross organic matter, pre-

cleaning of surfaces with a detergent or degreaser, application of a disinfectant at the correct concentration and for sufficient time, rinsing, and drying. When water or cleaning and disinfecting products will be sprayed in or near the area of the primary enclosure, animals must be removed from the cage or kennel, or separated from the area being cleaned by guillotine doors to prevent splatter, soaking of the animals and stress. It is an unacceptable practice to spray down kennels or cages while animals are inside them.

Animals who are housed long-term in the same enclosure require less frequent disinfection of their enclosure, but daily cleaning is still essential to maintain sanitary conditions. In many instances, cages and kennels can be cleaned using the "spot cleaning" method, where the animal remains in its cage while the cage is tidied, and soiled materials, urine and feces are removed. Spot cleaning may be less stressful for the animal as it requires less animal handling and does not remove familiar scents (Patronek 2001). Daily cleaning is also necessary in cage free housing and home environments.

Improper cleaning may increase pathogen transmission (Curtis 2004). Practices that track pathogens from one enclosure to another put animals at risk. Mopping should be avoided if possible. When mopping cannot be avoided (e.g., when hosing is not possible) a disinfectant with good activity in the presence of organic matter must be used, and contaminated mop water should not be used from one housing area to another. Acceptable sanitation cannot be accomplished using water alone, nor using only a disinfectant (e.g., bleach) with no detergent properties. Care should be taken when mixing cleaning products as the resulting mixture could be ineffective or even toxic. Alternative methods of disinfection such as ultraviolet (UV) light or reliance on freezing during cold weather are not sufficient for sanitation in shelters or rescue facilities.

Improper housing and poor facility design can also contribute to pathogen transmission. Housing for

Spraying down kennels or cages while animals are inside them is an unacceptable practice.

recently admitted or ill animals and those who are younger than 20 weeks of age should be designed to permit cleaning without extensive handling of the animal or removal to an area that has not been sanitized (e.g., double-sided or compartmentalized housing). Animal housing areas should be designed to withstand spraying of water and cleaning fluids; adequate drainage is essential. (See section on Facilities for information on appropriate shelter design to support cleaning and disinfection.)

b) Fomite Control

A fomite is an object that may be contaminated with pathogens and contribute to transmission of disease. The human body and clothing may serve as fomites. As apparently healthy animals as well as those who are obviously ill may be shedding pathogens, any complete sanitation protocol must address proper hygiene of shelter staff, volunteers, and visitors, including signage, supervision, and hand sanitation.

Adequate hand sanitation is one of the best ways to prevent disease transmission and should be required before and after handling animals and fomites. Hand sanitation is achieved through hand washing, use of hand sanitizers, and proper use of gloves. Sinks should be available in all animal housing and food preparation areas, and must be equipped with soap and disposable paper towels. Hand sanitizer dispensers should be provided in all animal handling areas. It should be noted that hand sanitizers are ineffective against some of the most dangerous pathogens found in shelter settings (e.g., parvoviruses, caliciviruses) and cannot be relied on as the sole means of hand sanitation. Hand sanitizers should be used only on hands that appear clean (Boyce 2002) and should contain at least 60% alcohol. Clothing, even if visibly clean, may still carry pathogens. Protective garments (e.g., gowns, gloves, and boots or shoe covers) should be worn during cleaning or other intensive animal-handling activities (such as treatment of sick animals or euthanasia) and changed before going on with other activities of the day. Fresh protective garments should be worn when handling vulnerable populations, including puppies

and kittens and newly admitted animals. Garments must be changed after handling an animal with a diagnosed or suspected serious illness such as parvovirus.

All equipment that comes in contact with animals (e.g., muzzles, medical and anesthetic equipment, humane traps, gloves, toys, carriers, litterboxes, food bowls, bedding) including cleaning supplies should be either readily disinfected or discarded after use with a single animal. Items that cannot be readily disinfected, such as leather gloves and muzzles, represent a risk to animals. Their use should be avoided especially for animals who appear ill and during disease outbreaks. For example, ringworm has been cultured from leather animal handling gloves in shelter settings. Mobile equipment such as rolling trash cans, shopping carts, and food or treatment carts (including their wheels) may also serve as fomites and should be sanitized accordingly. Scratched and porous surfaces are difficult or impossible to completely disinfect and should be used with caution or discarded (e.g., plastic litterpans, airline carriers, plastic and unglazed ceramic water bowls). Transport cages and traps, as well as vehicle compartments used for animal transport must be thoroughly disinfected after each use.

All clothing and bedding used at the shelter must be laundered and thoroughly dried before reuse. Organic debris (e.g., feces) should be removed from articles before laundering. Articles that are heavily soiled should be laundered separately or discarded. Bedding and other materials heavily contaminated with durable pathogens such as parvoviruses should be discarded rather than risk further spread of disease (Peterson 2008).

Food and water bowls should be kept clean and must be disinfected prior to use by a different animal. Automatic watering devices and water bottles should not be used if they cannot be disinfected before being used by another animal. Use of commercial dishwashers is an excellent

way to thoroughly clean food and water bowls (Gilman 2004; Lawler 2006). The mechanical washing action and high temperatures obtained in dishwashers will destroy the majority of pathogens but may not destroy unenveloped viruses such as parvoviruses. If these viruses are a problem a disinfectant should be applied to the dishes before or after going through the dishwasher. When dishes are sanitized by hand, they must be thoroughly washed and rinsed prior to disinfection. Ideally, food and water receptacles should be cleaned in an area separate from litter boxes or other items soiled by feces. At minimum, litterpans and dishes must not be cleaned at the same time in the same sink, and the sink should be thoroughly disinfected between uses.

Foot traffic also plays a role in fomite transmission. Certain areas of the shelter, like isolation and quarantine areas, should be restricted to a small number of shelter staff. Transport of sick animals throughout the shelter, especially from intake areas to holding or euthanasia areas, should be planned to minimize spread of disease. Floors, as well as other surfaces (e.g., tables, and countertops), should be immediately sanitized after contact with urine, feces, vomit, or animals known or suspected to have infectious disease.

Footbaths are inadequate to prevent infectious disease spread and should not be relied on for this purpose. Poorly maintained footbaths may even contribute to the spread of disease. Achieving adequate contact time (e.g., 10 minutes) is impractical, and footbaths require frequent maintenance because the presence of organic debris inactivates many disinfectants. Dedicated boots that can be disinfected or disposable shoe covers are more effective and should be used in contaminated areas (Morley 2005; Stockton 2006). It is unacceptable for animals to walk through footbaths.

2. Other Cleaning

Outdoor areas around the shelter must be kept clean, recognizing it is impossible to disinfect gravel, dirt, and grass surfaces. Access to areas that cannot be disinfected should be restricted to animals who appear healthy, have been vaccinated and dewormed, and are 5 months or older. Ideally, feces should be removed immediately from outdoor areas, but at minimum must be removed at least daily. Standing water should not be allowed to accumulate in areas around the shelter because many pathogens thrive and mosquitoes breed readily in these moist environments.

Foster homes are an integral part of many shelter programs. Complete disinfection of a private home is impossible. All foster caregivers should be trained to minimize contamination of their homes by confining newly arrived foster animals or those showing signs of illness in areas that can be readily disinfected.

3. Rodent/Pest Control

Many rodents and insects harbor bacteria and other pathogens that can contaminate food products, resulting in food spoilage or direct transmission of disease to the animals (Urban 1998). Areas of food storage are particularly vulnerable to infestation. All food should be kept in sealed bins or containers that are impervious to rodents and insects (New Zealand 1993). Food should be removed from runs at night if rodents and insects are present. If a shelter is experiencing a problem, solutions must be humane, safe, and effective.

Medical Health and Physical Well-being

Health is not merely the absence of disease or injury but is also closely tied to an animal's physical and mental well-being (Hurnik 1988). Proper medical management and health care for shelter animals is an absolute necessity and must include attention to overall well-being. It is commonly accepted that animal shelters have a responsibility to provide for the health and welfare of all animals who enter their care. Unfortunately, compromised animal health and welfare have been documented in animal shelters, and without proper precautions shelters can experience severe disease outbreaks resulting in wide-scale death and/or euthanasia. Animals often arrive at shelters already experiencing health challenges, and even healthy animals entering new, expertly designed facilities may have their welfare compromised, or risk becoming ill without a functional medical healthcare program. Without proper medical care, shelter animals can suffer and die unnecessarily (HSUS 2007; King County Animal Services Report).

Shelter medical programs must include veterinary supervision (see Glossary for definition) and the participation of trained staff to provide evaluation, preventive care, diagnosis and treatment (ASV position statement on veterinary supervision in animal shelters). Disease prevention should be a priority, but appropriate treatment must also be provided in a timely fashion. Preventive healthcare that is appropriate for each species should include protocols that strengthen resistance to disease and minimize exposure to pathogens (Fowler 1993). Training and continuing education for those who carry out the protocols must be provided. Ensuring compliance with protocols should be a part of program management.

Shelter healthcare protocols should support individual animals regaining and maintaining a state of physical health and are essential for maintaining an overall healthy population by reducing the frequency and severity of disease. Individual animal welfare must be maintained within the balance of decisions and practices that support the overall population.

Comprehensive shelter medical programs that begin on Intake and continue throughout each animal's shelter stay are the foundation of a shelter housing a population of increasingly healthy animals (AAHA 2006; CFA 2009; FASS 1999; Griffin 2009a; Larson 2009; Miller 2004a; New Zealand 1998). Decline of animal health and welfare after intake; sick or injured animals languishing without proper treatment; wide scale disease outbreaks; animals dying as a result of shelter-acquired disease or injury; and frequent zoonotic disease transmission in the shelter are indicators of a poor healthcare program (FASS 1999). (See section on Physical Health and Well-being for information concerning expected mortality rates.)

1. Veterinary Relationship and Recordkeeping

All health care practices and protocols should be developed in consultation with a veterinarian; ideally one familiar with shelter medicine. A formal relationship with a veterinarian should be in place to ensure that those responsible for daily animal health care have the necessary supervision and guidance. The best way to ensure that health care practices are in keeping with professionally accepted standards is to implement written standard operating procedures (SOPs).

Medications and treatments must only be administered under the advice or in accordance with written protocols provided by a veterinarian, and all drugs must be dispensed in accordance with federal and state regulations.

Accurate medical records are essential. Whenever possible a medical and behavioral history should be obtained from owners who relinquish animals to the shelter. Shelters must document all medical care rendered to each animal. Ideally, records should include each animal's date of entry, source, identification information, a dated list of all diagnostic tests including test results, treatments (including any medications with drug dose and route of administration) and procedures, and

immunizations while in the care of the shelter. All medical information should be provided in written form with the animal at the time of transfer or adoption.

2. Considerations on Intake

Each animal's individual health status should be evaluated and monitored beginning at intake and regularly thereafter (AAEP 2004; UC Davis 2009). This allows any problems or changes that develop during an animal's shelter stay to be recognized, distinguished from pre-existing conditions, and addressed.

A medical history, if available, should be obtained from the owner at the time of surrender. Any available information should be solicited when stray animals are impounded as well. Ideally, this information should be obtained by interview, although written questionnaires are acceptable. Each animal should receive a health evaluation at intake to check for signs of infectious disease and/or problems that require immediate attention (UC Davis 2009). Intake evaluations should be documented in the medical record. Every attempt should be made to locate an animal's owner, including careful screening for identification and microchips at the time of intake. Intake health evaluation should therefore include scanning multiple times for a microchip using a universal scanner. Research has shown that the likelihood of detecting microchips increases with repeating the scan procedure multiple times (Lord 2008). (See subsections below for information on vaccination and other intake treatments.)

Separation of animals entering shelters is essential for proper maintenance of health and welfare. Beginning at intake, animals should be separated by species and age as well as by their physical and behavioral health status. Young animals (puppies and kittens under 20 weeks [5 months] of age) are more susceptible to disease and so should be provided with greater protection from possible exposure, which can be more easily accomplished when they are separated from the general

population. Starting from the time of intake and continuing throughout their stay, healthy animals should not be housed or handled with animals who have signs of illness. (See section on Behavioral Health and Well-being for more information on intake procedures.)

3. Vaccinations

Vaccines are vital lifesaving tools that must be used as part of a preventive shelter healthcare program. Vaccination protocols used for individual pets in homes are not adequate in most population settings. Strategies must be specifically tailored for shelters because of the higher likelihood of exposure to infectious disease, the likelihood that many animals entering the shelter are not immune (Fischer 2007) and the potentially life-threatening consequences of infection. Some vaccines prevent infection whereas others lessen the severity of clinical signs (Peterson 2008). Panels of experts (AAFP 2006; AAHA 2006) agree that protocols must be customized for each facility, recognizing that no universal protocol will apply to every shelter situation.

Guiding principles for core vaccination in shelters, that are generally applicable to most shelters, are available (AAFP 2009; AAHA 2006). Within this framework, specific vaccination protocols should be tailored for each program with the supervision of a veterinarian, taking into consideration risks and benefits of the vaccines, diseases endemic to the area, potential for exposure, and available resources (Miller & Hurley 2004; Miller & Zowistowski 2004)

Because risk of disease exposure is often high in shelters, animals must be vaccinated at or prior to intake with core vaccines. Pregnancy and mild illness are not contraindications to administering core vaccines in most shelter settings because the risk from virulent pathogens in an unvaccinated animal would be far greater than the relatively low risk of problems posed by vaccination (AAFP 2009; AAHA 2006; Larson 2009). Core vaccines for shelters currently include feline viral rhinotracheitis, calicivirus, panleukopenia (FVRCP) for cats (AAFP

Animals must be vaccinated at, or prior to, intake with core vaccines.

An emergency medical plan must be in place to provide appropriate and timely veterinary medical care for any animal who is injured, in distress, or showing signs of significant illness.

2009) and distemper, hepatitis, parainfluenza, and canine parvovirus (DHPP)/distemper, adenovirus 2, parvovirus, and parainfluenza virus (DA2PP) and *Bordetella bronchiseptica* for dogs (AAHA 2006). The use of modified live virus vaccines (MLV) is strongly recommended over killed products for core shelter vaccines in cats and dogs, including those that are pregnant, because they provide a faster immune response.

Rabies vaccination on intake is not considered a priority in most shelters, as the risk of exposure to this disease is not high within most shelter environments. However, animals should be vaccinated against rabies when a long-term stay is anticipated; when risk of exposure is elevated; or when mandated by law. At minimum, animals should be vaccinated for rabies at or shortly following release.

Shelters that house animals for extended periods of time have an obligation to ensure that vaccinations are repeated in accordance with shelter medicine recommendations (AAFP 2006; AAHA 2006). Re-vaccination is recommended for puppies and kittens until maternal antibody wanes. Puppies and kittens must be re-vaccinated (DHPP and FVRCP, respectively) at 2–3-week intervals for the duration of their shelter stay or until they are over 18–20 weeks old.

Shelters that do not vaccinate with core vaccines immediately on entry, or do not vaccinate all animals, are much more likely to experience deadly outbreaks of vaccine preventable disease (Larson 2009). Protocols for managing adverse reactions must be provided by a veterinarian and required treatments must be accessible. Training on proper vaccine storage and administration, and treating reactions, should be supervised by a veterinarian. The location for injection of a specific vaccine (i.e., rabies in the right rear leg) should follow administration site guidelines (AAFP 2006; AAHA 2006). Records of any immunizations provided while in the care of the shelter should be kept.

4. Emergency Medical Care

An emergency medical plan must be in place to provide appropriate and timely veterinary medical care for any animal who is injured, in distress, or showing signs of significant illness (AAEP 2004; CFA 2009; CVMA 2009; FASS 1999). Staff should be trained to recognize conditions that require emergency care. The emergency care plan must ensure that animals can receive proper veterinary medical care and pain management promptly (either on site or through transfer to another facility) or be humanely euthanized by qualified personnel as permitted by law.

5. Pain Management

Shelters often care for animals with acute or chronically painful medical conditions. The American College of Veterinary Anesthesiologists (ACVA) defines pain as a complex phenomenon involving pathophysiological and psychological components that are frequently difficult to recognize and interpret in animals (ACVA 2006). Pain must be recognized and treated to alleviate suffering. Unrelieved pain can result in chronic physical manifestations such as weight loss, muscle breakdown, increased blood pressure and a prolonged recovery from illness or injury (Robertson 2002). Early pain management is essential. Failure to provide treatment for pain is unacceptable.

Recognizing and alleviating pain in a wide variety of species can be complex and difficult (Paul-Murphy 2004). Individual animals have varying reactions to stimuli and may manifest a variety of clinical and behavioral signs (ACVA 2006). Although there are multiple scales and scoring systems published for gauging animal pain, few have been validated and there is no accepted gold standard system for assessing pain in animals (IVAPM 2005). However, it is generally assumed that if a procedure is painful in human beings then it must also be painful in animals (ACVA 2006; APHIS 1997b). It is the shelter's responsibility to combine findings from physical examination, familiarity with species and breed, individual behavior, and knowledge of the

degree of pain associated with particular surgical procedures, injuries and/or illnesses in order to assess pain.

Pharmacologic and non-pharmacologic approaches to the treatment of pain are evolving; in either case, treatment should be supervised by a veterinarian. Analgesia must be of an appropriate strength and duration to relieve pain. Non-pharmacologic (e.g., massage, physical therapy) approaches that help increase comfort and alleviate anxiety can be used to supplement pharmacologic interventions. When pain can be anticipated, analgesia should be provided beforehand (pre-emptive). Animals must be reassessed periodically to provide ongoing pain relief as needed. When adequate relief cannot be achieved, transfer to a facility that can meet the animal's needs, or humane euthanasia must be provided.

6. Parasite Control

Many animals entering shelters are infected with internal and external parasites (Bowman 2009). Though not always clinically apparent, parasites can be easily transmitted, cause significant disease and suffering, persist in the environment, and pose a risk to public health (CAPC 2008; CDC 2009). Shelters have a responsibility to reduce risk of parasite transmission to humans and animals. An effective parasite control program should be designed with the supervision of a veterinarian. Animals should receive treatment for internal and external parasites common to the region and for any obvious detrimental parasite infection they are harboring. Treatment and prevention schedules should be guided by parasite lifecycles and surveillance testing to identify internal and external parasites that may be prevalent in the population. Ideally, animals should receive parasite prevention on entry and regularly throughout their shelter stay to prevent environmental contamination and minimize risk to people in the shelter. At minimum, because of the public health significance, all dogs and cats must be dewormed for roundworms and hookworms before leaving the shelter. Because

many parasite eggs are very difficult to eradicate from the environment, prompt removal of feces, proper sanitation, and treatment as described above are important steps to help ensure that individual, environmental, or population level parasitism does not threaten the health of animals or humans.

7. Monitoring and Daily Rounds

Rounds must be conducted at least once every 24 hours by a trained individual in order to visually observe and monitor the health and well-being of every animal. Monitoring should include food and water consumption, urination, defecation, attitude, behavior, ambulation, and signs of illness or other problems (CFA 2009; New Zealand 2007; UC Davis 2009). Monitoring should take place before cleaning so that food intake and condition of the enclosure as well as any feces, urine, or vomit can be noted. For animals housed in groups, monitoring should also take place during feeding time, so that appetite (food intake) or conflicts around food may be observed. Any animal that is observed to be experiencing pain; suffering or distress; rapidly deteriorating health; life-threatening problems; or suspect zoonotic medical conditions must be assessed and appropriately managed in a timely manner (AAEP 2004; CDA 2009; CFA 2009; New Zealand 2007).

When apparently healthy animals remain in care for longer than 1 month, exams including weight and body condition score should be performed and recorded by trained staff on at least a monthly basis. Veterinary examinations should be performed twice each year or more frequently if problems are identified. Geriatric, ill, or debilitated animals should be evaluated by a veterinarian as needed for appropriate case management.

There are many examples of health conditions that require ongoing assessment and management including, but not limited to, dental conditions, retroviral infections, endocrine imbalances, and basic appetite/weight changes. In addition, animals must be provided with appropriate grooming

Medical rounds must be conducted at least daily by a trained individual in order to visually observe and monitor the health and well-being of every animal.

and/or opportunities to exhibit species-specific behaviors necessary for them to maintain normal healthy skin and haircoat or feathers (CDA 2009; CFA 2009; New Zealand 1998). Dirty, ungroomed or matted haircoats are uncomfortable, predispose animals to skin disease, and in extreme cases can lead to severe suffering. Appropriate grooming and/or bathing is an essential component of animal health and should never be considered cosmetic or optional.

Food that is consistent with the nutritional needs and health status of the individual animal must be provided.

8. Nutrition

Fresh, clean water and proper food are basic nutritional requirements for physical health. Fresh, clean water must be accessible to animals at all times unless there is a medical reason for water to be withheld for a prescribed period of time. Water should be changed daily and whenever it is visibly soiled. Food that is consistent with the nutritional needs and health status of the individual animal must also be provided. The amount and frequency of feeding varies depending on life stage, species, size, activity level, health status of the animal and the particular diet chosen. Food must be fresh, palatable, free from contamination and of sufficient nutritional value to meet the normal daily requirements to allow an animal to attain maximum development, maintain normal body weight, and rear healthy offspring. Food in animal enclosures should be examined regularly to ensure it is free of debris and not spoiled. At minimum, uneaten food must be discarded after 24 hours. Food that has been offered to an animal and remains uneaten must not be fed to another animal.

Ideally, a consistent diet should be fed to all animals, rather than a variety of products. Feeding a consistent diet minimizes gastrointestinal upset, stress, and inappetence associated with frequent diet change, and helps to ensure the product is fed in appropriate quantity. The feeding of raw food diets is not recommended in shelters because of concerns about bacterial or parasite contamination and public health risk (CVMA 2006; Finley 2008; Lejeune 2001; Ienz 2009; Morley 2006).

Animals who guard food or prevent access by cage mates must be housed or fed separately.

At minimum, healthy adult dogs and cats (over 6 months old) must be fed at least once per day (CDA 2009; CFA 2009). Ideally, dogs should be fed twice daily (New Zealand 1998); cats should ideally be fed multiple small meals or encouraged to forage throughout the day (Vogt 2010). If food is not available to cats all day, at minimum, they should be offered food twice daily. Healthy puppies and kittens must be fed small amounts frequently or have food constantly available through the day (free-choice) to support higher metabolic rates and help prevent life-threatening fluctuations in their blood glucose levels (hypoglycemia). Debilitated, underweight, pregnant, and lactating animals should receive more frequent feedings to support increased metabolic needs. Veterinary input should be sought when developing a feeding protocol for a population of animals, or when treating starved animals or individuals with unique nutritional and health needs.

Food intake must be monitored daily. Animals should be weighed and body condition assessed routinely. Animals have highly variable metabolic requirements (Lewis 1987). Each animal should be fed to meet individual needs and prevent excessive gain or loss of body weight. Animals displaying inappetence, or extreme weight loss or gain must be evaluated by a veterinarian and treated as necessary.

Food and water must be provided in appropriate dishes, which should be designed and placed to give each animal in the primary enclosure access to sufficient food and water. Food and water dishes must be safe, sufficient in number, and of adequate size. When more than one animal is housed in an enclosure, careful monitoring and grouping to match animals with similar nutritional needs are essential. Animals who guard food or prevent access by cage mates must be housed or fed separately. Location of food and water containers should also allow easy observation, access for cleaning and filling and should prevent contamination from litter, feces, and urine. If automatic devices or drinking bottles are used, they should be examined daily to

ensure proper function and cleanliness and must be disinfected between users.

Old food creates a health hazard by spoilage and/or attraction of pests. Food distributed to animals that remains uneaten within 24 hours must be removed and discarded to prevent spoilage. A schedule of regular sanitation must be followed for all food and water containers. Food preparation and storage areas must be easily sanitized and maintained in a clean condition. Supplies of food should be stored in a manner to prevent spoilage or contamination. Refrigeration is needed for perishable foods. Food should not be fed after the expiration date. Factors such as exposure to heat or air may also decrease shelf life. Toxic substances and vermin should be kept out of contact with food, food storage, and preparation areas (AAEP 2004). Stored food should be clearly labeled if removed from the original package.

9. Population Well-being

Individual animal health and overall population health are interdependent. Without one the other cannot exist. In most shelter settings, shelter medical staff must therefore regularly monitor the status of individual animals and the population as a whole to allow for early detection of problems and prompt intervention. Ideally, shelters should also monitor and assess frequency of specific problems (e.g., upper respiratory infections, parvoviruses) set realistic goals, develop targeted strategies, and monitor the effectiveness of medical health programs, ultimately leading to better overall population management and individual animal welfare. This type of surveillance will also facilitate early recognition and reporting of problems, accurate diagnosis, effective interventions, and data collection. Animal health plans must be reviewed in response to changes observed in animal health, illness or deaths.

In addition to tracking trends related to specific health problems, a periodic review of the rate of illness (morbidity) or deaths (mortality) should be conducted. Shelter deaths are often indicators of

rising levels of infectious diseases (e.g., parvovirus or upper respiratory infection; URI) which require a response by the shelter. Shelter deaths after entry, not related to euthanasia, should never represent more than a very small proportion of animal intakes. For example, statewide data for municipal animal control and public or private rescue groups and humane societies in Virginia for the years 2004–2007 indicate that <2% of cats and <1% of dogs received by those facilities were reported as having died in the shelter. (This information is published annually by the Virginia Department of Agriculture and Consumer Services, Office of the State Veterinarian.) A survey of 11 open-intake animal shelters (including large, municipal shelters in communities such as Los Angeles and New York City) revealed an average "shelter death rate" (calculated as number of dogs and cats that died in the shelter's care divided by total live dog and cat intake) of 0.75% (range 0.18–1.61%) (HSUS 2007). Numbers in excess of this indicate a situation requiring immediate measures for control.

10. Response to Disease or Illness

Response to disease and illness must be an integral part of every shelter health program. A disease response plan should include measures to minimize transmission to unaffected animals or people and ensure appropriate care of the affected animal (Hurley 2009). Because of the wide variety of pathogens, modes of transmission, and types of facilities, no single response can suit every circumstance (ASV position statement on infectious disease outbreak management, 2008). (See section on Public Health for more information on prevention of disease transmission.)

a) Isolation

All facilities should have a means of providing isolation that will allow for humane care and not put other animals at risk (CDA 2009). Isolation may be accomplished physically onsite or through transfer to an appropriate facility. When isolation is impossible, or inadequate to control transmission

of the particular pathogen, the shelter must carefully weigh the consequences of exposure of the general population against euthanasia. Allowing animals with severe infectious disease to remain in the general population is unacceptable. Even animals with mild clinical signs of contagious disease should not be housed in the general population as doing so creates a substantial risk of widespread disease transmission.

Failure to provide treatment for pain is unacceptable.

b) Diagnosis

In the event of severe or unusual conditions, or outbreaks of infectious disease, diagnosis or identification of specific pathogens should be sought. Initially, a clinical or working diagnosis, as determined by a veterinarian, may provide the basis for treatment and response. When a specific pathogen has not been identified, a risk assessment must be performed based on the suspected pathogens and the number of animals who have been in contact with the infected animals.

Animals with a suspected infectious disease must be isolated until diagnosis or subsequent treatment determines them to be a low risk to the general population. When an animal dies from unexplained causes, a necropsy along with histopathology should be performed to provide information to protect the health of the rest of the population.

Protocols to define and manage common illnesses based on clinical signs should be developed and used in consultation with a veterinarian. Protocols should detail the expected course of disease and response to treatment. Veterinary input should be sought when disease or response to treatment does not follow expected course.

During a disease outbreak, physical separation must be established between exposed, at-risk and unexposed animals or groups of animals.

c) Outbreak Response

During an outbreak, physical separation must be established between exposed, at-risk and unexposed animals or groups of animals. In some circumstances, it may be necessary to stop intake or adoptions in order to prevent disease spread. In other circumstances, a properly set up isolation room

may suffice to control the spread of disease. Ideally, animal movement should stop until a targeted control strategy can be implemented. Animal handling and foot traffic should be limited. In response to an outbreak, protocols (vaccination, sanitation, movement, etc.) should be reviewed to ensure that measures are effective shelter-wide against the pathogens of concern. Animals should be monitored for signs of disease during an outbreak at least twice daily. Shelters should avoid returning recovered or exposed animals to the general population while there is significant risk they may transmit disease to other animals. When releasing a sick or infectious animal from the shelter, full disclosure should be made to the person or organization receiving the animal. Shelters must also take care that all federal, state, and local laws are followed concerning reportable diseases.

Although rarely the only option, depopulation is one means of response to a disease outbreak. Before depopulation is undertaken, many factors including transmission, morbidity, mortality, and public health must be taken into account. All other avenues must be fully examined and depopulation viewed as a last resort (ASV position statement on infectious disease outbreak management, 2008).

11. Medical Treatment of Shelter Animals

Treatment decisions should be based upon a number of criteria such as the ability to safely and humanely provide relief, prognosis for recovery, the likelihood of placement after treatment, and the number of animals who must be treated. Duration of treatment expected, expense and resources available for treatment should also be considered.

The legal status of the animal must never prevent treatment to relieve suffering (which may include euthanasia if suffering cannot be alleviated). Shelters must have specific protocols to provide immediate care when legal status is an issue.

Decisions must balance both the best interest of the individual animals requiring treatment and the shelter population as a whole. When treatment is needed, shelters are responsible for the safety of the animals, the people working with the animals, and the surrounding environment. Effective and safe use of medication requires a reasonably certain diagnosis, proper administration, and monitoring the course of disease so that success or failure can be determined. Those providing treatment must have the necessary training, skills, and resources to ensure treatment is administered correctly and safely.

Shelters should also have clear policies for handling disease problems that may develop after adoption. Adopters or those taking animals from the shelter should be informed about the presence of any disease or condition known to be present at the time of adoption and provided a copy of any treatment records.

Professional supervision is required for use of all prescription drugs, controlled and off-label medication (FDA 2009a, 2009b). Protocols for

medication, developed in consultation with a veterinarian, for management of common diseases should be provided to staff. All treatments should be documented.

The use of antimicrobials in shelter populations warrants special mention. Bacteria are capable of developing resistance to certain drugs. In some cases, they are able to pass this resistance to other bacteria, including those that cause infections in both animals and people. To prevent antimicrobial resistance from developing, it is vital to limit antimicrobial use to those situations where these drugs are clearly indicated (AAHA /AAFP 2006; AVMA 2008b). Antibiotic selection and dosing should be specific to the infection and animal being treated; and, when possible, based on appropriate diagnostics. Inappropriate use of antibiotics is not a substitute for good preventive medical care. Guidelines for antimicrobial use in companion animals have been published and these principles should also be applied to the shelter setting (AAHA/AAFP 2006; AVMA 2008b).

Allowing animals with severe infectious disease to remain in the general population is unacceptable.

Behavioral Health and Mental Well-being

Staff must be trained to recognize animal stress, pain, and suffering as well as successful adaptation to the shelter environment.

Good health and well-being depend on meeting both the mental and behavioral needs, as well as the physical needs, of animals (Griffin 2009a; Jenkins 1997; McMillan 2000, 2002; Wells 2004a; Wojciechoska 2005). Individual animals have a wide variety of psychological needs that are determined by such factors as species, genetic makeup, personality, prior socialization and experience. Behavioral care must take the perspective of each individual animal into consideration as well as the conditions experienced by the population (Griffin 2009a; McMillan 2000, 2002; Wojciechoska 2005).

The structural and social environment, as well as opportunities for cognitive and physical activity, are important for all species of animals (ILAR 1996). An appropriate environment includes shelter and a comfortable resting area, in which animals are free from fear and distress and have the ability to express normal, species typical behaviors. Lack of control over one's environment is one of the most profound stressors for animals. The stress induced by even short-term confinement in an animal shelter can compromise health; and when confined long-term, animals frequently suffer due to chronic anxiety, social isolation, inadequate mental stimulation and lack of physical exercise (Fox 1965; Griffin 2009a, 2006; Hennessy 1997; Patronek 2001; Stephen 2005; Tuber 1999; Wemelsfelder 2005). Proper behavioral healthcare is essential to reduce stress and suffering as well as to detect problem behaviors that may pose a safety risk to humans or other animals.

Stress and the development of abnormal behaviors are exacerbated when opportunities for coping (e.g., hiding, seeking social companionship, mental stimulation or aerobic exercise) are lacking. Behavior problems compromise health and welfare as well as potential for adaption (Griffin 2009a).

1. Considerations on Intake

a) Behavioral History

A thorough behavioral history and the reason(s) for relinquishment should be obtained at the time of intake. Any available information should be solicited when stray animals are impounded as well. Ideally, this information should be obtained by interview, although written questionnaires are acceptable. The history should be used to alert staff to the presence of potential problems, such as aggression or anxiety, and to inform staff of any individual needs, so that proper care can be provided for that animal (Griffin 2009a).

Shelters should be aware that histories provided, although important, may be either incomplete or inaccurate. For example, some problem behaviors such as aggression may be under reported or under stated (Marder 2005; Segurson 2005; Stephen 2007). All incidents or reports of a history of aggressive behavior along with the context in which they occurred must be recorded as part of an animal's record.

b) Minimizing Stress

Animals experience a variety of stressors in shelters, beginning with the intake process (Coppola 2006, 1997; Griffin 2009a; Hennessey 1997). Care must be taken to minimize stress during this crucial time in order to minimize problems, which may delay or even prevent acclimation or adjustment to the shelter environment and prolong or intensify anxiety and mental suffering (Grandin 2004). During intake procedures, particular care should be taken not to place cats within spatial, visual or auditory range of dogs (Griffin 2009a, 2009b; McCobb 2005).

2. Behavior Evaluation

Assessment of an animal's behavior must begin at the time of intake. Just as care is taken to note any physical problems that may require attention, behavioral problems (stress, fear, anxiety, aggression) that require intervention or affect how that animal can be safely handled should also be noted at the time of

intake and entered into an animal's record. Actions should be taken to respond promptly to behavioral needs (Griffin 2009a). Ongoing assessment of each animal's behavior should continue throughout the animal's stay in the shelter.

Manifestations of normal and abnormal behavior indicate how successfully an animal is coping in their environment (Fox 1965; Griffin 2002, 2009a, 2006; Houpt 1985; McMillan 2002; Overall 1997, 2005). Therefore, staff must be trained to recognize body language and other behaviors that indicate animal stress, pain, and suffering as well as those that indicate successful adaptation to the shelter environment. When animals are well adjusted and their behavioral needs are satisfied, they display a wide variety of normal behaviors including a good appetite and activity level, sociability, grooming, appropriate play behavior and restful sleeping. Behavioral indicators of stress, social conflict, pain or other suffering, include persistent hiding, hostile interactions with other animals, reduced activity or appetite, depression and/or social withdrawal, barrier frustration or aggression, stereotypic behaviors (e.g., repetitive spinning, jumping or pacing) or other abnormal behaviors (Fox 1965; Griffin 2002, 2006, 2009a; Houpt 1985; McMillan 2002; Overall 1997, 2005).

The needs of individual animals will vary. Animals must be monitored daily in order to detect trends or changes in well-being and respond to their behavioral needs. Staff should record their findings each day (Griffin 2009a; UC Davis 2009). Departures from the normal behavior and appearance of an animal may also be an indication that the animal is in pain (ACVA 2006). When pain or suffering is recognized in animals, it is imperative that prompt, appropriate steps be taken to alleviate it. (See section on Medical Health and Physical Well-being for additional information on pain management.)

Some individual shelter animals may experience severe stress that is difficult to alleviate even with

optimal practices. However, if many animals are displaying signs of unrelieved stress, steps must be taken to improve the shelter's stress reduction protocols. For humane reasons, long-term confinement must be avoided for feral animals and for those who remain markedly stressed/afraid and are not responding to treatment/behavioral care (Griffin 2009b; Kessler 1999a, 1999b).

Ideally, a systematic behavioral evaluation should be performed on all animals prior to re-homing or other placement (Griffin 2009a). Some evaluations have been peer-reviewed, commonly accepted, studied and/or published, but none is scientifically validated for predicting future behavior in the home with certainty. However, information gleaned during such testing (e.g., level of activity and arousal) may be useful for characterizing the animal's personality, determining behavioral needs in the shelter, matching animals with appropriate adopters and identifying individual animals who may not be suitable for re-homing or other placement (Animal Rescue League of Boston 2010; Bollen 2008; Christensen 2007; Helts 2000; Griffin 2009a; Ledger 1995; Ledger 1997; Netto 1997; Neidhart 2002; Sternberg 2003; Van der berg 1991). Organizations that develop their own evaluation should do so in consultation with a veterinarian or behaviorist familiar with the science and theory of behavior assessment. Staff performing evaluations must receive adequate training in performance, interpretation, and safety. A standardized behavior examination form should be used and each evaluation should be documented. Formal behavioral evaluation should not necessarily invalidate information provided by the owner or observations made during staff interactions with an animal. An overall assessment must include all of the information (history, behavior during shelter stay, and formal evaluation) gathered about the animal.

Criteria for a systematic behavioral evaluation of cats are less well established than for dogs (Stegford 2003). However, cats should be assessed by observing behavior, and interacting with the cat to help enhance in-shelter care (e.g., recognition

of shy, stressed, fearful, poorly socialized or feral cats) and help guide appropriate placement (Griffin 2009a, 2009b, 2006; Lowe 2001).

3. In-shelter Care

a) Environment

Enclosures

Appropriate housing that meets the behavioral needs of the animals minimizes stress (Griffin 2006, 2002; Hawthorne 1995, Hubrecht 2002; Loveridge 1994, 1995, 1998; McCune 1995a; Overall 2005, 1997; Rochlitz 1998, 1999, 2002, 2005). Even short-term housing must meet the minimum behavioral needs of animals, providing separate areas for urination/defecation, feeding and resting and sufficient space to stand and walk several steps, and sit or lie at full body length. (See section on Facilities for guidelines for animal housing.)

Separation

Beginning at the time of admission, separation of animals by species is essential to provide for their behavioral needs as well as proper health and welfare (Griffin 2009a). Prey species (e.g., birds, guinea-pigs, hamsters, gerbils, rabbits) should be housed away from predatory species (e.g., ferrets, cats, dogs) at all times (Quesenberry 2003). It is extremely stressful for them to be housed in an area where they are subjected to olfactory, auditory, and visual contact with predatory species. Because cats may be profoundly stressed by the presence and sound of dogs barking, they should be physically separated from the sight and sound of dogs (Griffin 2009a, 2009b; McCobb 2005). Novel environments tend to be especially stressful for shy, poorly socialized, feral and geriatric cats and dogs (Dybdall 2007; Griffin 2009b; Hiby 2006; Patronek 2001). Ideally, these animals, or any animal that is showing signs of stress, should be housed in separate, calm, quiet areas beginning at intake. Even moving an animal to a quieter location within the same ward may prove beneficial.

b) Daily Routine

Regular daily schedules of care should be followed because the stress from husbandry is increased when it is unpredictable and may even result in chronic fear and anxiety (Carlstead 1993; Griffin 2002, 2006, 2009a). Conversely, when stressful events are predictable, animals may experience calm and comfort between stress responses (McMillan 2002). Animals also respond to positive experiences in their daily routines. Feeding and playtime may be greatly anticipated, thus scheduling positive daily events should be a priority (Griffin 2002, 2006, 2009a). Lights should be turned off at night and on during daytime hours (Griffin 2002) to support animals' natural circadian rhythms. Irregular patterns or continuous light or darkness are inherently stressful.

c) Enrichment and Socialization

Enrichment refers to a process for improving the environment and behavioral care of confined animals within the context of their behavioral needs. The purpose of enrichment is to reduce stress and improve well-being by providing physical and mental stimulation, encouraging species-typical behaviors (e.g., chewing for dogs and rodents, scratching for cats), and allowing animals more control over their environment. Successful enrichment programs prevent the development and display of abnormal behavior and provide for the psychological well-being of the animals. Enrichment should be given the same significance as other components of animal care, such as nutrition and veterinary care, and should not be considered optional (ILAR 1996). At a minimum, animals must be provided regular social contact, mental stimulation and physical activity (ILAR 1996). For some animals, social needs may be partially fulfilled through interaction with members of the same species.

Interactions with People

Regular positive daily social interactions with humans are essential for both dogs and cats (with the exception of feral animals) (Coppola 2006; Crowell-Davis 1997, 2004; Griffin 2006; Hennessy 1998, 2002; Hets 1992; Hubrecht

Enrichment should be given the same significance as other components of animal care and should not be considered optional.

1992, 1993; Tuber 1996, 1999). These interactions are crucial for stress reduction and are a powerful form of enrichment (Coppola 2006; Hennessy 1998, 2002; Hatis 1992; Hubrecht 1992, 1993; McMillan 2002; Tuber 1996). Ideally, caregivers should be assigned to care for the same animals on a regular basis, so that the caregivers become aware of the behaviors of each individual animal and the animals become accustomed to the individual caregiver (Griffin 2002, 2006, 2009a).

Performance of daily husbandry is not a means to provide for the social needs of animals. Animals should receive some type of positive social interaction outside of the activities of feeding and cleaning on a daily basis (e.g., walking, playing, grooming, petting, etc.). This is especially important for animals housed long-term. For animals housed short-term and with unknown health backgrounds, social interaction must be balanced with infectious disease control. When animals must remain confined for health or behavioral reasons, positive social interaction still should be provided without removing the animal from the enclosure.

For puppies and kittens less than 4 months old, proper socialization is essential for normal behavioral development. Without daily handling and positive exposure to a variety of novel stimuli, animals may develop chronic fear and anxiety or suffer from the inability to adjust normally to their environments (Griffin 2006; Lowe 2001; McCune 1995b; McMillan 2002). For these reasons, a high priority must be placed on ensuring proper socialization of young puppies and kittens. This may be best accomplished outside of the shelter (e.g., in foster care) (Griffin 2006; McMillan 2002; Reisner 1994). For puppies and kittens housed

in a shelter, socialization must be balanced with infectious disease control. Socialization should be provided by workers or volunteers wearing clean protective clothing in an environment that can be fully disinfected between uses.

Training programs for dogs and cats (e.g., to condition or teach basic obedience commands or tricks) also serve as an important source of stimulation and social contact (Griffin 2009a; Laule 2003; Thorn 2006). For dogs, such training has been shown to increase chances for re-homing (Leuscher 2008). Training methods must be based primarily on positive reinforcement in accordance with current professional guidelines (APDT 2003; AVSAB 2007; Delta Society 2001).

Behavioral Considerations for Long-term Shelter Stays

For long-term shelter stays, appropriate levels of additional enrichment must be provided on a daily basis. (See section on How to Use This Document for discussion of long-term stay.) Long-term confinement of any animal, including feral or aggressive animals, who cannot be provided with basic care, daily enrichment and exercise without inducing stress, is unacceptable.

Alternatives to traditional cage housing (e.g., large enriched cages, home or office foster care, room housing) must be provided for any animal staying in a shelter long term. Cats must be allowed an opportunity to exercise and explore in a secure, enriched setting. Similarly, dogs must be provided with daily opportunities for activity outside of their runs for aerobic exercise (Griffin 2009a; Loveridge 1998). Exercise may be stimulated through interactive games such as fetch or via supervised playgroups with other dogs. For both cats and dogs, rooms with a home-like environment may also be used to provide enrichment and stress reduction. Precautions, as described in other sections, should be taken to ensure that disease transmission and stress are minimized.

Any animal that is observed to be experiencing mental suffering, distress or behavioral deterioration must be assessed and appropriately treated. In a timely manner or humanely euthanized. Just as a severe or rapid decline in an animal's physical health constitutes an emergency situation and

Long-term confinement of any animal, including feral or aggressive animals, who cannot be provided with basic care, daily enrichment and exercise without inducing stress, is unacceptable.

Alternatives to traditional cage housing must be provided for any animal staying in a shelter long term.

requires an urgent response, so do such changes in the behavioral or mental health of an animal.

Reproductive stress from estrous cycling and sex drive can decrease appetite, increase urine spraying, marking and fighting, and profoundly increase social and emotional stress. For these reasons, animals who are housed long-term should be spayed or neutered as the rapid decline in spraying, marking, and fighting and the elimination of heat behavior and pregnancy will greatly mitigate animal stress (Hart 1973, 1997; Johnston 1991). This also serves to facilitate group housing and participation in supervised playgroups for exercise and social enrichment.

Other Types of Enrichment

Enrichment should also be provided for animals while in their enclosures through opportunities for play (e.g., toys or human interaction). Feeding enrichment is another important source of stimulation and can be easily accomplished by hiding food in commercially available food puzzle toys, cardboard boxes, or similar items with holes such that the animal has to work to extract pieces of food (Griffin 2006, 2009a; Schipper 2008; Shepherdson 1993). Feeding enrichment has also been shown to increase activity level and reduce barking behavior (Schipper 2008). Other forms of mental and sensory stimulation (e.g., olfactory, visual, auditory, tactile and pheromone) are additional and important ways of providing enrichment (Graham 2005a, 2005b, Griffith 2000; De Monte 1997; Tod 2005; Wells 2004a, 2004b). For example, cats benefit from the provision of scratching posts; dogs benefit from the provision of items to chew and may also benefit from classical music (Wells 2002)

played at controlled volumes or certain aromas (such as chamomile or lavender) (Graham 2005a). Animals may also benefit from visual stimulation and the ability to observe their surroundings (Ellis 2008).

d) Behavioral Modification

Behavior modification is an individualized treatment strategy designed to change an animal's behavior. Practices must adhere to the well-described scientific principles of animal behavior and learning including positive reinforcement, operant conditioning, systematic desensitization and counter-conditioning (AVSAB 2007). In some cases, the use of medications, prescribed by a veterinarian, in combination with behavior modification techniques, may be required. The use of physical force as punishment or use of force in anger is an unacceptable means of behavior modification; these methods are potentially harmful to the animal and dangerous for the staff. (AVSAB 2007; Hutchinson 1977; Patronek 2001). Descriptions of unacceptable disciplinary techniques are available (New Zealand 1998; AHA 2001; CVMA 2004).

Sufficient resources (e.g., trained staff, time for behavioral treatment, adequate housing and working space) must be available to provide appropriate care if behavioral modification is attempted. The techniques required are generally labor-intensive and time-consuming and must be applied consistently over a period of time in order to be successful. Attempting behavior modification with aggressive animals poses concerns due to safety and liability risks; animals believed to be dangerous should not be re-homed (Bollen 2008; Crowell-Davis 2008; Phillips 2009).

The use of physical force as punishment or use of force in anger is an unacceptable means of behavior modification; these methods are potentially harmful to the animal and dangerous for the staff.

Group Housing

The purpose of group housing in shelters is to provide animals with healthy social contact and companionship with other animals in order to enhance their welfare. In the context of this document, group housing refers to playgroups as well as group housing two or more animals in the same primary enclosure. Group housing requires appropriate facilities and careful selection and monitoring of animals by trained staff. This form of social contact is not appropriate for all individuals.

1. Risks and Benefits of Group Housing

There are both risks and benefits to group housing. Inappropriately used group housing creates physical risks of infectious disease exposure and injury or death from fighting. It also creates stress, fear, and anxiety in some members of the group. Group housing makes monitoring of individual animals more difficult, resulting in failure to detect problems or inadequate access to necessities like food and water for some animals. Staff safety may also be compromised when animals are housed in groups as it is generally more difficult to manage more than one animal in an enclosure. However, appropriately planned groupings for housing or play can be acceptable, and may even be desirable, when tailored to individual animals (Griffin 2002, 2006; Gourkow 2001; Kessler 1999b; Meriens 1996; Overall 1997; Rochlitz 1998). Benefits of group housing include opportunities for positive interaction with other animals including play, companionship, physical connection, and socialization. Group housing can be used to provide a more enriched and varied environment.

2. Facilities

Essential physical features of a facility to support planned group housing include adequate size of the primary enclosure; multiple feeding stations and resting areas; and adequate space for urination and defecation. Adequate size of group housing is imperative to allow animals to maintain adequate social distances. For group housing of cats, a variety of elevated resting perches and hiding places must

be provided to increase the size and complexity of the living space (Dowling 2003; Griffin 2006; Overall 1997; Rochlitz 1998). A minimum of 18 square feet per cat has been recommended for group housing (Kessler 1999b). Although no minimum has been recommended for dogs, for all species the size should be large enough to allow animals to express a variety of normal behaviors. (See section on Facilities for more information on primary enclosures.) Sufficient resources (e.g., food, water, bedding, litterboxes, toys) must be provided to prevent competition or resource guarding and ensure access by all animals.

3. Selection

Both group housing and playgroups require careful selection and monitoring of animals by staff or volunteers trained to recognize subtle signs of stress and prevent negative interactions (e.g., guarding food or other resources). Selection considerations include separation by age, behavioral assessment prior to grouping, and prevention of infectious disease through screening, vaccination and parasite control.

Random grouping of animals in shelters is an unacceptable practice. Animals must not be housed in the same enclosure simply because they arrived on the same day or because individual kennel space is insufficient. Unrelated or unfamiliar animals must not be combined in groups or pairs until after a health and behavior evaluation is performed; animals should be appropriately matched for age, sex, health, and behavioral compatibility. Unfamiliar animals should not be placed in group housing until sufficient time has been given to respond to core vaccines. Intact animals of breeding age should not be group housed (Hickman 1994). If group housing is utilized short-term for intact animals, they must be separated by gender. Sexually mature dogs and cats should be spayed/neutered and allowed sufficient recovery time prior to group housing.

Animals who are not socialized to other animals as well as those who actively bully other animals must

Animals must not be housed in the same enclosure simply because they arrived on the same day or because individual kennel space is insufficient.

Options for individual housing must be available for animals when co-housing is not appropriate.

Random grouping of animals in shelters is an unacceptable practice.

not be grouped with other animals (Kessler 1999a; Overall 1997). Grouping animals who fight with one another is unacceptable. Allowing animals to fight is cruel and animals who have engaged in fighting with one another must not be grouped together. Caution must be used when attempting to include any animal with a history of fighting in a group.

Grouping animals who fight with one another is unacceptable.

Smaller groups are preferable to allow effective monitoring and reduced risk of conflict as well as decreased infectious disease transmission. Ideally, a group size of 10-12 should not be exceeded for cats (Dowling 2003; Griffin 2006; Rochlitz 2005). For the safety of dogs as well as caregivers, dogs should be combined in even smaller groups (e.g., no more than 4-6 dogs).

The addition of new animals always results in a period of stress for the group. If there is constant turnover (animals joining and leaving) within the group, animals may remain stressed indefinitely. For these reasons, turnover within groups should be minimized.

Because of their susceptibility to infectious disease, puppies and kittens under 20 weeks of age should

not be group housed unless they are littermates. Single, unrelated puppies or kittens may be group housed for socialization purposes if they must stay in the shelter long-term or if the risk from lack of social interaction is greater than that for infectious disease. When placing single orphaned kittens and puppies with an alternate mother, with or without a litter, risks and benefits to health and behavior for all animals must be weighed. Even for littermates, all requirements for group housing must be met.

4. When Group Housing is Inappropriate

Options for individual housing must be available for animals when group housing is not appropriate. For some animals, even group housing with familiar animals can be detrimental. Single enriched housing must be provided for animals who are fearful or aggressive towards other animals, are stressed by the presence of other animals, require individual monitoring, or are ill and require treatment that cannot be provided in group housing (Kessler 1999a; Griffin 2006). Because it may take days to weeks to acclimate to a group environment, enriched individual housing is preferable when a shorter stay is anticipated (Griffin 2009a).

Animal Handling

Handling must always be as humane as possible and appropriate for the individual animal and situation. The minimal amount of physical restraint needed to accomplish the task without injury to people or animals should be used. Humane handling requires an appraisal of each animal's behavior, adequate numbers of properly trained staff, suitable equipment that is readily available and in good working condition, appropriate choice of location for procedures, personal protection such as gloves or push boards, and judicious use of tranquilizers (Fowler 1995; Griffin 2006).

1. Restraint

When physical restraint is necessary to avoid human injury or injury to an animal, it should be of the least intensity and duration necessary. Animals often respond best to gentle restraint and react negatively when "over-restrained" (Griffin 2006). Research indicates that gentle human contact has the additional benefit of mitigating the adverse effects of unpleasant stimuli (McMillan 2002). Resistance to handling and restraint is almost always the result of fear or anxiety, which are compounded when force is used. Overly forceful handling is more likely to result in increased fear and aggressive behavior, and injury to animals and people (AVSAB 2007; Blackwell 2008; Hutchison 1977). Adequate training is key to limiting the use of unnecessary force during handling and must be provided to anyone who will be handling animals. Judicious use of tranquilizers can be the most humane option for handling a frightened, fractious, or feral animal. It is unacceptable to use physical force as punishment or to use force in anger (AVSAB 2007; Patronek 2001).

2. Location and Timing

Selection of a calm, private, quiet environment, and allowing time for animals to acclimate prior to handling can help minimize stress and may reduce the amount of restraint required (ASV position statement on euthanasia 2010). Handling methods

should prevent escape. Even when animals remain confined within a room, recapture is stressful. When the animal does not need urgent intervention, delaying a procedure to allow that animal time to relax in a quiet environment before handling is the best option (Fowler 1995; Griffin 2006, 2009a; Haug 2007).

3. Equipment

Each situation should be evaluated individually and each piece of equipment should be assessed for its potential to cause harm or increase stress. Even appropriate equipment may be inhumane or unsafe if not maintained in good working condition. Techniques or equipment suitable for one situation may be inappropriate for another. For example, although catch poles (also known as control or rabies poles) can be effective for handling large dogs, they should only be used when other more gentle alternatives cannot be used. The use of catch poles for routine restraint of cats, including carrying or lifting, is inhumane and poses significant risk of injury to the animal; therefore they must not be used for such purposes (Griffin 2006; HSUS 1996). Humane traps, purpose-designed boxes or nets should be used for handling fractious cats, or cats who appear unaccustomed to handling. Cages or crates that do not provide easy access for humanely removing an unwilling, frightened, or reluctant animal, either because of design constraints, damage to the cage or crate, or corrosion of the fasteners, should be avoided.

4. Feral Cats

Appropriate procedures for handling and minimizing stress in feral cats have been described (Griffin 2009b; Levy 2004; Slater 2001). For example, when capturing or transporting feral cats, squeeze cages, feral cat boxes, or humane box traps with dividers should be used for the most humane restraint and for administering tranquilizing injections prior to handling.

Adequate training is key to limiting the use of unnecessary force and must be provided to anyone who will be handling animals.

The use of catch poles for routine restraint of cats is inhumane and poses significant risk of injury to the animal.

Euthanasia

When performing euthanasia in a shelter, each individual animal must be treated with respect.

When performing euthanasia in a shelter, each individual animal must be treated with respect (AVMA 2007). A veterinarian with appropriate training and expertise for the species involved should be consulted to ensure that proper procedures are used. Any euthanasia method used in a shelter must quickly induce loss of consciousness followed by death, while ensuring the death is as free from pain, distress, anxiety, or apprehension as possible. The euthanasia method must be reliable, irreversible and compatible with the species, age and health status of the animal (AVMA 2007). Any agent or method that is unacceptable according to the AVMA Guidelines on Euthanasia is also unacceptable for use in shelters. The identity of each animal to be euthanized must be determined with certainty beforehand, including scanning multiple times for a microchip using a universal scanner (Lord 2008) and verifying that the animal is properly designated for the procedure. An assessment must be made of each animal's size, weight and temperament so the appropriate drug dose, needle and syringe size as well as restraint method can be used.

The identity of each animal to be euthanized must be determined with certainty beforehand.

Safety of the personnel and the emotional impact of euthanasia must be considered. Procedures should be in place to prevent and address compassion fatigue throughout the organization, as compassion fatigue and burnout can be serious problems for all shelter personnel, not just those performing the actual procedures.

1. Euthanasia Technique

The most humane methods used for euthanasia of shelter animals are intravenous (IV) or intraperitoneal (IP) injection of a sodium pentobarbital solution. Injection techniques, routes of administration, dosages and methods to verify death vary by age, size, weight, condition and species of animal, including birds and reptiles. When euthanizing dogs and cats in a shelter, IP injections of a pure sodium pentobarbital (free of additional drugs or additives) solution should be used only for cats, kittens, and small puppies. Animals given IP injections should be placed in quiet, dark, confined areas or held

and monitored to ensure a smooth transition into unconsciousness because excitement reactions and delayed unconsciousness are not uncommon with this route (Fakkema 2009; Rhoades 2002). In dogs and cats, oral dosing of sodium pentobarbital should be reserved for use in animals who cannot be safely approached, trapped or handled (Rhoades 2002). The time to reach unconsciousness may be prolonged with oral dosing; the drug is not always fatal when administered orally; and completion of euthanasia may require a subsequent injection of sodium pentobarbital (Rhoades 2002). Regardless of the route of administration, whenever progression to death is prolonged, an additional injection of sodium pentobarbital should be given. Sodium pentobarbital must not be injected by any non-vascular route (e.g., subcutaneously, intramuscularly, intrathoracic, intrapulmonary, intrahepatic, or intrarenal) other than the IP route discussed above, as these routes are associated with pain and distress. Intra-cardiac injections are unacceptable unless it has been reliably verified that the animal is unconscious, comatose or anesthetized (i.e., lack of deep pain/toe withdrawal reflex).

To avoid causing undue stress and anxiety, the least amount of physical restraint necessary to perform the procedures safely must be used. Pre-euthanasia drugs should be administered to animals who are aggressive, severely distressed or frightened. The most appropriate pre-euthanasia drugs are anesthetics: a common and cost-effective combination is a mixture of ketamine and xylazine (Fakkema 2009). Acepromazine is not recommended as a sole tranquilizer prior to euthanasia because it provides no analgesia and has unpredictable effects. Xylazine, when used alone, may induce vomiting which can be a welfare concern especially when muzzles are used. Veterinary guidance should be used for selection of pre-euthanasia drugs.

a) Carbon monoxide

The use of carbon monoxide as a method of euthanizing dogs and cats in shelters is unacceptable

Any agent or method that is unacceptable according to the AVMA Guidelines on Euthanasia is also unacceptable for use in shelters.

due to multiple humane, operational and safety concerns [ASV position statement on euthanasia, 2010; NACA 2010]. As mentioned previously, an acceptable method of euthanasia must be quick and painless, and should not cause distress. Any gas that is inhaled must reach a certain concentration in the lungs before it can be effective (AVMA 2007). The high gas flow rates necessary to achieve the recommended concentration of 6% can result in noise levels that frighten animals. Placing multiple animals in a chamber may frighten and distress the animals and dilute the effective concentration of carbon monoxide that each animal receives, creating a haphazard euthanasia experience that can be prolonged, painful and ineffective.

Agents inducing convulsions prior to loss of consciousness are unacceptable for euthanasia (AVMA 2007). Carbon monoxide stimulates motor centers in the brain and loss of consciousness may be accompanied by convulsions and muscular spasms (AVMA 2007). One 1983 study of the effects of a 6% concentration of carbon monoxide on dogs could not establish the precise time that loss of consciousness occurred, and dogs were observed to be vocalizing and agitated (Chalifoux 1983). Carbon monoxide is extremely hazardous to human health because it is toxic, odorless and tasteless; it also has the potential to cause an explosion at high concentrations (AVMA 2007; NIOSH 2004). The death of at least one shelter worker using carbon monoxide has been documented (Rhoades 2002; Gilbert 2000; HSUS 2009b; NIOSH 2004). Chronic exposure to low levels of carbon monoxide can also cause serious human health problems (AVMA 2007).

Use of carbon monoxide cannot be justified as a means to save money, take shortcuts, or distance staff emotionally and physically from the euthanasia process. Studies have shown that carbon monoxide is actually more expensive than euthanasia by injection (Falkema 2009; Rhoades 2002). It takes longer than euthanasia by injection and has not been shown to provide emotional benefits for staff. Some

shelter workers have reported being distressed by hearing animals vocalizing, scratching and howling in the chamber, and by having to repeat the process when animals survived the first procedure.

b) Verification of Death

Death must be verified by multiple methods by trained staff before any animal's body is disposed. This is true even if the animal is not euthanized but presumed to be dead when found. After the animal loses consciousness, the absence of the following should be confirmed: pupillary and corneal reflexes; toe withdrawal; pulse; respiration; and heartbeat. Because lack of a palpable pulse does not confirm that the heart has stopped, cardiac standstill must be confirmed with a stethoscope or visual verification. One method of visual verification is to insert a needle and syringe into the heart to observe for lack of cardiac movement. This method has the advantage of providing visual verification of cardiac standstill and access to the circulatory system should additional euthanasia solution need to be administered. Another certain method of verifying death is by the presence of rigor mortis. Failure to use multiple methods may result in a failure to recognize a coma-like state that animals may emerge from several hours after having been presumed dead.

2. Environment and Equipment

A separate room should be designated for euthanasia in a quiet area away from the main pattern of foot traffic to minimize distractions and interruptions. The room should have adequate lighting and be large enough to comfortably accommodate the equipment, two to three staff members, and the animal being euthanized. In order to prevent distractions and assure a smooth, dignified, and safe operation, only the people directly involved in euthanasia should be in the room when procedures are being performed.

It is important that the euthanasia room is properly equipped in order for a safe and humane procedure to take place. This equipment must include a table

Intra-cardiac injections are unacceptable unless it has been reliably verified that the animal is unconscious, comatose or anesthetized.

The use of carbon monoxide as a method of euthanizing dogs and cats in shelters is unacceptable due to multiple humane, operational, and safety concerns.

that can be readily disinfected, good light source, a universal microchip scanner, hair clippers, stethoscope, a variety of needles and syringes, tourniquets, muzzles, and restraint equipment. Scales for accurate weighing should also be available. A new needle should be used for each animal; multiple uses blunt the needle and cause pain (Rhoades 2002).

The euthanasia surface should be cleaned before every procedure. The euthanasia room and equipment should be cleaned and disinfected after every euthanasia period. Staff performing euthanasia should wear protective garments, which must be removed before going on to other animal care activities.

Animals should not be permitted to observe or hear the euthanasia of another animal, nor permitted to view the bodies of dead animals. Puppies and kittens with their mothers are an exception. When selected for euthanasia, mother animals should be euthanized prior to their offspring so that they will not be distressed at being separated from their litter, or by seeing the puppies or kittens dead. The puppies and kittens should be euthanized immediately following the mother (Sinclair 2004).

3. Record Keeping and Controlled Substances

A record log to document each animal's identification, amount of euthanasia solution and pre-euthanasia drugs received, dispensed and remaining as well as the identity of the person performing the procedure must be kept. All drug

records must be maintained in accordance with federal, state and local regulations, including Drug Enforcement Administration (DEA) regulations. All controlled (DEA Schedule) drugs must be kept secured in a manner consistent with state and federal regulation.

4. Staff Training

All staff participating in euthanasia must be provided with the proper training. Ideally, those who administer drugs should be certified and trained by a licensed veterinarian, a certified or licensed veterinary technician, or a certified euthanasia technician or trainer. Regulations stipulating who may provide training or supervise euthanasia vary from state to state and may vary regionally; shelters are required to act in accordance with state and federal regulations.

Euthanasia training in specific techniques must include the ability to access alternative injection sites, handle various species, assess behavior and temperament for proper animal handling and verify death by multiple methods. Training for field euthanasia should also be provided. The euthanasia technician and the assisting staff must be proficient in animal handling and restraint in order to avoid creating a stressful situation for the animals as well as the staff performing the procedures. Retraining and recertification should be provided periodically, with support services offered to staff to prevent or manage suffering from grief, compassion fatigue, depression or other physical and emotional reactions related to performing the procedures.

Spay and neutering

Animal shelters should require that cats and dogs who are adopted into homes be spayed or neutered (AVMA 2009; Looney 2008; Kustritz 2007). Consideration must be given to individual animal health or circumstances that would create the need for an exception. Surgical sterilization (spaying or neutering) prior to release to adopters, including kittens and puppies as young as 6 weeks old, remains the most reliable and effective means of preventing unwanted reproduction of cats and dogs and decreasing their birthrates (AVMA 2009a; AVMA 2009b; Looney 2008; Kustritz 2007). When prompt, pre-placement surgery is not available and other spaying or neutering programs (e.g., vouchers) are implemented, these programs should include an effective method of follow-up to confirm that the surgery has been completed. Allowing shelter animals to breed is unacceptable.

Spaying or neutering cats and dogs awaiting adoption for more than a few weeks is strongly recommended as the rapid decline in spraying, marking, and fighting and the elimination of heat behavior and pregnancy, which can be expected following spaying or neutering (Hari 1973, 1997; Johnston 1991), will reduce animal stress (Griffin 2009a).

1. Veterinary Medical Guidelines

Detailed guidelines for spaying or neutering programs have been published (Looney 2008). Spaying or neutering surgery must be performed by veterinarians or veterinary students under the direct supervision of a veterinarian in compliance with all legal requirements (AAHA 2008; AVMA 2008; Looney 2008). Medical records must be prepared for every patient indicating the surgical procedure and anesthesia administered. All controlled substances must be maintained in accordance with DEA requirements.

A veterinarian must make the final decision regarding acceptance of any patient for surgery based on physical examination and medical history

(if available) as well as the capacity of the surgery schedule (Looney 2008). Patients undergoing elective surgery should be in good health and free from signs of infectious or other disease. However, veterinarians must weigh the risks and benefits of spaying and neutering patients with mild infectious or non-infectious medical conditions in the context of the animal shelter, where future opportunities for that animal to receive care may not be available and the alternative outcome may be euthanasia. Although some conditions may increase the risk of complications, the benefits of neutering likely outweigh these risks in an animal shelter. Cats and dogs who are pregnant, in estrus, or have pyometra, as well as those with mild upper respiratory disease, can be safely spayed or neutered in most cases (Appel 2004; Looney 2008).

2. Surgery and Anesthesia

Appropriate housing must be provided for each animal before and after surgery (Looney 2008). Enclosures must be secure and provide a flat surface that is clean, dry and warm with adequate space for the animal to turn around, while allowing for safety at various stages of sedation and anesthesia and good visibility by the staff. Animals who are feral or difficult to handle should be housed in enclosures that allow for administration of anesthetics without extensive handling, and they should be returned to their enclosures when adequately recovered but prior to becoming alert (Griffin 2009c; Looney 2008). Ideally, dogs and cats should be housed in separate areas.

While surgery is being performed, the operating area must be dedicated to surgery and contain the necessary equipment for anesthesia and monitoring. Infectious disease control must be practiced to prevent transmission among patients (Looney 2008). Aseptic surgical technique is required and separate sterile instruments must be used for each patient. Balanced anesthetic protocols that include sedation, the provision of pre and post-operative analgesia, stress reduction, muscle relaxation and controlled, reversible loss of consciousness,

Animal shelters should require that cats and dogs who are adopted into homes be spayed or neutered.

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Allowing shelter animals to breed is unacceptable.

are required (AAHA/AAFP 2007; ACVA 2009; Looney 2008). Patients must be monitored by trained personnel (ACVA 2009; Looney 2008). In addition, plans must be in place to handle any emergency that might occur.

In the postoperative period, care must be taken to provide patients with a smooth transition from the anesthetized state (Griffin 2009c; Looney 2008). Patients must be evaluated immediately prior to release and clear instructions (written and verbal) for postoperative care must be provided. Finally, policies for managing complications and emergencies that

occur within the 48-hour period after surgery must be in place (Griffin 2009c; Looney 2008).

3. Identifying Neutered Animals

The use of a permanent tattoo is strongly recommended to mark cats and dogs at the time of spaying or neutering surgery (Griffin 2009c; Looney 2008). Removal of the tip of one of the ears (or pinna) is the accepted global standard for marking or identifying a neutered free-roaming or feral cat (Griffin 2001; Looney 2008). A certificate of spaying or neutering, or other appropriate documentation, should be provided for each animal.

Animal Transport

Animal shelters may be involved in transport of animals locally, regionally or internationally. The term "animal transport" is typically used to apply to programs in which animals are transferred over some distance from one organization or individual to another. However, the recommendations in this section should apply regardless of the purpose, distances or parties involved, as careful management and planning are always required to ensure animals' comfort and safety and minimize risk of disease transmission.

For many animals, animal transport is a life saving measure, but it also poses risks. Animal transport programs have the potential to spread infectious diseases along animal transport corridors and to new destinations. The stress of transport may increase susceptibility to infection or increase viral shedding. Risk of exposure to infectious disease is increased when animals who originate from multiple sources are transported in the same vehicle. In addition to affecting the individual animals transported, transportation programs may impact other animals at the source and receiving shelters in both positive and negative ways. Therefore, risks and benefits for all animals affected by a transport program must be carefully weighed. Reasonable care and precautions help minimize the risk, and well planned transport programs can be very successful.

These standards are not intended to apply to disaster situations in which sudden large-scale evacuations are necessary. Exceptions may be necessary for transport in emergency situations, where short-term compromises may have to be made; however, pre-planning for potential disasters is recommended to minimize deviation from accepted transport practices. Compromises should not be made when there is ample opportunity to plan.

1. Responsibilities of Participating Individuals and Organization

a) General

Clear, direct, communication is essential among those involved in any transport program. A written record of all involved parties, including responsibilities for each, should be kept in sufficient detail to allow a trace back to the animal's origins. A contact person must be identified at each transfer point. Ideally, written guidelines that all parties can agree to should be developed [HSUS 2003; PetSmart 2006]. Guidelines should address medical and behavioral selection criteria, as well as transportation and destination requirements. For interstate transport, current rabies vaccination is an import requirement for dogs in all states in the United States. The majority of states also require rabies vaccination for cats. A valid Certificate of Veterinary Inspection (e.g., health certificate) is also required by most states. It is recommended that transporters become familiar with the import requirements for all destinations, which, for states in the United States, are usually regulated by the state Departments of Agriculture and/or Health. Although airline requirements are not legal requirements many airlines have specific requirements for animal passengers.

b) Responsibilities at Point of Origin

The shelter where the animals originate should ideally have a comprehensive preventive healthcare program. Animals destined for transport must be vaccinated prior to or upon intake at the organization of origin and should be treated for internal and external parasites. In addition to any examinations required by state or federal transportation regulations, all animals being transported must be examined within 24 hours of transport for any problems. Animals' health and behavior, as known at the source shelter, must be accurately described and communicated.

Risks and benefits for all animals affected by a transport program must be carefully weighed.

Clear, direct, communication is essential among those involved in any transport program.

Clearly written health records that describe health status and identify animals (health certificate, rabies certificate and copy of shelter record) must accompany each animal. Animals should be identified by a collar, tag, tattoo, microchip, or any combination of these methods so that their information can be matched upon arrival. In order to minimize the risk of infectious disease and optimize welfare, animals should be in good health at the time of transport. However, transportation of animals with illness can be justified when life-saving resources, such as medical care and placement opportunities, are available at the destination and when measures can be taken during transport to provide for their comfort, health, and safety.

c) Responsibilities During Transport

Primary Enclosure and Occupancy

The Live Animal Regulations (LAR) issued and maintained by the International Air Transport Association (IATA) and the Animal Welfare Act do not directly apply to surface transport of shelter animals but they are excellent references for animal transportation. Many of the recommendations below are derived from these regulations.

During transport, animals must have adequate space, comfortable environmental conditions, and good air quality. Additionally, drivers should be careful to avoid subjecting animals to sudden acceleration and deceleration stresses, or excessive lateral movement (cornering), noise or vibration.

Primary enclosures must be large enough for animals to stand and sit erect, to turn around normally while standing, and to lie in a natural position. Unfamiliar animals must not be transported together in the same primary enclosure. If more than one animal is in the primary enclosure, there must be enough space for each occupant to lie down comfortably at the same time without needing to lie on top of each other. The enclosure must be sturdy and permit adequate ventilation. There should be no sharp edges. Flooring must prevent injury, discomfort, and leakage of fluids into other enclosures. Absorbent

bedding should be provided. Animals must be safely and securely confined within the enclosure. Doors on primary enclosures must be secured to prevent accidental opening. Primary enclosures must be secured to prevent movement within the vehicle during transport.

Due to increased vulnerability, extra care must be provided when transporting puppies and kittens including: prevention of exposure to temperature extremes; maintenance of adequate hydration and nutrition; and protection from infectious disease exposure during the transport process. Unless orphaned, kittens or puppies less than 8 weeks old should be transported with the mother in a space large enough for her to lie down on her side with legs extended for comfort and to facilitate nursing. Transporting animals under 8 weeks old across state lines is prohibited by some state laws.

Animals should not be sedated unless recommended by a veterinarian because this can make them more vulnerable to hypothermia, dehydration, and injury. If animals are sedated, veterinary guidance must be provided for their care.

Vehicles

Vehicles must, at minimum, adhere to all federal or local statutes, recognizing that these regulations may not be sufficient to ensure animal safety and welfare. Crates and cages must not be stacked upon each other in a manner that increases animal stress and discomfort, compromises ventilation, allows waste material to fall from the cage above into the cage below, interferes with care and observation, or hinders emergency removal.

Each primary enclosure must be positioned in the animal cargo space in a manner that provides protection from the weather and extremes of temperature. As in stationary facilities, the ambient temperature should be kept above 60°F (15.5°C), and below 80°F (26.6°C) (AVMA 2008a). A thermometer should be placed in the animal area of the vehicle at the level of the animals (NFHS 2010).

Animals in transport must be observed periodically and allowed to rest, exercise, and urinate and defecate at least every 4-6 hours.

Fresh air free of vehicle exhaust fumes must also be ensured (CDA 2009). The vehicle, including the cargo space, should be heated and cooled when necessary to provide for normal thermoregulation (CDA 2009). Placing unconfined or tethered animals in the back of an open pickup truck for transport is unacceptable and illegal in many jurisdictions. Particular attention must be paid to provision of shade, as a vehicle parked in full sun, even in comfortable temperatures, can rapidly exceed safe temperature levels.

Transporter Responsibilities

The vehicle driver or animal attendant must have sufficient training in animal health, welfare and safety issues to recognize and respond to animal needs during transport. Although no federal regulations exist to limit the distance of travel for companion animals, risk to animal health and welfare increase with the length of the journey. For example, the Federal 28 Hour Law requires that, for every 28 hours of interstate travel, all livestock be provided at least 5 hours of rest during which they must be off-loaded and given food and water (US Code Title 49 Chapter 805).

All dogs and cats must be observed and allowed to rest every 4–6 hours (NFHS 2010). In addition, adult dogs must be allowed to exercise and eliminate every 4–6 hours. The AWA requires the driver or animal attendant to observe dogs and cats as often as circumstances allow, but not less than once every 4 hours (USDA/APHIS Section 3.90 Care in transit). Maximum transport time to an intermediate or final destination shelter should be no more than 12 hours (NFHS 2010). Animals should

not be left unattended when it may be detrimental to their health and safety.

Food must be provided at least every 24 hours for adults and more frequently for animals under 6 months old. Caregivers are charged with providing for the individual nutritional needs of the animals. Because of increased physical stresses, requirements for food and water may be increased during transport, compared to normal nutritional needs. If water is not available at all times it must be provided at frequent (at least every 4 hours) observation stops.

Animal enclosures must be cleaned and any litter replaced as often as necessary to prevent soiling of the animals (e.g., vomit, urine or feces). If it becomes necessary to remove the animals in order to clean, safeguards must be in place to ensure animal safety and prevent escape.

d) Responsibilities at Destination

Points of destination must have enough trained personnel ready to receive and evaluate animals upon arrival at the destination facility. Each animal should receive a documented physical examination at the time of arrival. Veterinary care should be available on arrival for any animal requiring care. The facility must have adequate housing prepared for the arriving animals. The need for isolation or quarantine of arriving animals should be determined based on legal requirements, their health status, source, and infectious disease risk, with due attention to incubation periods for pathogens of concern and detrimental effects of increasing length of stay in the shelter.

Placing unconfined or tethered animals in the back of an open pickup truck for transport is unacceptable and is also illegal in many jurisdictions.

Public Health

It is essential that animal shelters take necessary precautions to protect the health and safety of animals, people and the environment in the shelter as well as in the community. An organization's mission should never be achieved at the expense of public health and safety.

Animal shelters must maintain compliance with federal and state occupational and safety regulations regarding chemical, biological, and physical hazards in the workplace. Organizations such as Centers for Disease Control (CDC), National Institute of Occupational Safety and Health (NIOSH) and Occupational Safety and Health Administration (OSHA) produce guidance documents for developing a health and safety program (OSHA Fact Sheet "Job Safety and Health"), and for hazard specific issues that may be relevant to shelters such as chemical safety (OSHA Assistance for Cleaning Industry), waste anesthetic gas exposure (OSHA Safety and Health Topics), sharps disposal (needles, scalpels, and other sharp objects) (CDC "Workbook for... Sharps Safety"), latex allergy prevention (NIOSH Publication No. 98-113, NIOSH Publication No. 97-135), asthma prevention in animal handlers (NIOSH Publication No. 97-116), and noise exposure (OSHA Occupational noise exposure; NIOSH Publication No. 96-110).

Exposure to excessive noise (e.g., barking, slamming cage doors, compressors or other equipment) may lead to irreversible hearing loss; this risk is often under-recognized. Sound levels in some animal shelters regularly exceed 100 db (Sales 1997), creating a health and welfare issue for both the animals and the employees (NIOSH Report No. 2006-0212-3035; NIOSH Report No. 2007-0068-3042). Noise abatement materials should be utilized in animal holding areas, and hearing protection must be provided for employees working in loud environments. (See section on Facilities for Information on controlling noise levels.)

Noise abatement materials should be utilized in animal holding areas, and hearing protection must be provided for employees working in loud environments.

Personal protective equipment (PPE), such as gloves, smocks, goggles, masks, etc. must be provided by the employer in order to protect employees from exposure to chemical and biological agents (OSHA Personal protective equipment). PPE must be available in sizes to accommodate all staff, including those with special concerns such as latex allergies. Selection of appropriate PPE will be site- and task-specific (CDC Guidance for the Selection and Use of Personal Protective Equipment (PPE) in Healthcare Settings 2004); therefore a hazard analysis is recommended as part of a health and safety program. Employees and volunteers should wear gloves and change them frequently while cleaning and disinfecting, especially when removing animal waste. Eye protection should be worn when working with cleaning or disinfection agents (NIOSH Report No. 2007-0068-3042).

Frequent hand-washing should be strongly encouraged, especially after handling animals and after removing PPE. Hands should also be washed before eating, smoking or touching eyes or mucus membranes (e.g., applying contact lenses). Ideally, hand-washing stations or sinks should be easily accessible to all visitors, staff and volunteers because hand-washing is the best way to protect people and animals in the shelter from possible disease transmission (CDC 2010).

Smoking should not be allowed in animal shelters because of the risk of fire and documented health hazards to humans and animals associated with second-hand smoke (Rief 1998; Roza 2007).

I. Zoonoses

Zoonotic diseases are defined as those that can be transmitted from animals to people. All people are at risk of infection by zoonotic agents, but those who are immune-compromised are at increased risk. Many people may not be aware of their compromised immune status. Immunity may be weakened due to age, disease, pregnancy, or medical treatment.

The infectious disease surveillance and control recommendations to prevent animal-to-animal transmission discussed in the section on Medical Health and Physical Well-being will also aid in the prevention of disease transmission to humans. Reliable information on specific zoonotic diseases can be found on several websites (CDC 2009; ISU Center for Food Security and Public Health Zoonoses Resources 2010; Seattle and King County Zoonotic Disease Program 2010). Shelters should provide periodic staff and volunteer training and information on the recognition of potentially zoonotic conditions and the means of protecting others from exposure. Training should also identify to whom concerns should be reported and how to respond when zoonotic disease is suspected or confirmed. Ideally, the written infection control plan for the shelter should address zoonotic concerns and be available to all staff and volunteers: a model plan for veterinary hospitals has been published (NASPHV 2008a). Reporting to state human or animal health authorities is required for some diseases (e.g., rabies, anthrax, tularemia, and brucellosis). It is each shelter's responsibility to know which animal diseases are reportable. A list can be obtained from the state veterinarian; information on animal diseases of interest to public health can be obtained from the state public health veterinarian or state epidemiologist.

The public should not have unsupervised access to areas where animals are isolated for zoonotic conditions; staff access to those areas should be limited. Enclosures of animals with suspected zoonotic disease must be clearly marked to indicate the condition and any necessary precautions. Shelters should institute good preventive medicine protocols such as prophylactic deworming and external parasite control to decrease the potential for exposure to zoonotic pathogens (CAPC 2008). Food and drink should not be consumed in areas where animals are housed, and use of items the public may bring in, such as spill-proof cups, pacifiers, teething toys, and baby bottles should be discouraged in these areas (NASPHV 2009).

To further reduce the risk of zoonotic disease transmission, animals should not be allowed in areas where food is prepared or consumed (NASPHV 2009).

Information about zoonotic diseases should be made available to visitors, adopters and foster-care providers. As a person's immune status is privileged medical information the question should not be asked; signage and literature can be used to communicate the increased risk of zoonotic disease for persons who are immune-compromised. Literature should suggest that immune-compromised adopters discuss pet selection with healthcare professionals before adoption. If inquiries are made, shelter staff should refer people to published guidelines or their healthcare provider (CDC 2009; PAWS 2006).

2. Animal-Related Injuries

Each year millions of people are bitten, scratched or otherwise injured by companion animals. While estimates vary widely, researchers agree that bite occurrences are underreported and animal bites represent a significant threat to public health (Patronek 2009). Fewer bites are reported from cats than from dogs; however, a much higher percentage of cat bites become infected compared to dog bites (Garcia 1997). Bite and scratch infections can become quite severe, even if tissue trauma appears minimal, and may even be fatal. It is impossible to predict which injuries will lead to serious infection. Therefore, all persons injured by an animal should seek medical advice.

Rabies is a fatal disease that is present in all of the states except Hawaii, and is prevalent in many parts of the world. Shelter staff must be able to identify potential rabies exposures and understand the regulations that apply to reporting and managing bites to humans and animals. To identify possible rabies exposures, all persons presenting an animal must be asked if the animal has bitten anyone within the last 10 days or had any recent contact with wildlife. All incoming animals should be examined for bite wounds; animals who have potentially

Housing that requires dogs to be removed by use of a control pole or cats to be removed using nets or tongs for daily cleaning and care is unacceptable; alternative housing must be provided for those animals.

been exposed to rabies should be managed in accordance with the NASPHV Rabies Compendium and in consultation with state and local health authorities (NASPHV 2008b).

Due to a higher risk of exposure, persons who routinely work with companion animals or wildlife should receive pre-exposure vaccinations against rabies in accordance with recommendations of the Advisory Committee on Immunization Practices (CDC 2008). To help control animal rabies in the community, animal shelters should vaccinate for rabies prior to adoption whenever possible or require that adopted animals receive vaccinations against rabies after adoption (NASPHV 2008b).

In order to prevent bites and other animal-associated injuries, all staff and volunteers should have proper training in basic animal handling skills, including the recognition of potentially dangerous behaviors. Clear policies must be developed and enforced regarding the management of animals with behavioral concerns. The cages of animals known to be aggressive or potentially dangerous must be clearly marked to advise caution. These animals should be housed such that staff members can safely provide care without removing the animal from the primary enclosure (e.g., double-sided guillotine-separated runs, feral cat boxes). Housing that requires dogs to be removed by use of a control pole or cats to be removed using nets or tongs for daily cleaning and care is unacceptable; alternative housing (e.g., double-sided cages or feral cat boxes) must be provided for those animals. The public should be prevented from having contact with potentially dangerous animals. Access to areas where potentially dangerous animals are held should be restricted; a staff member should accompany visitors when access is necessary.

A thorough investigation of individual circumstances must be undertaken before re-homing an animal with a history of biting or threatening behavior.

Animals believed to be dangerous should not be re-homed. A thorough investigation of individual circumstances must be undertaken before consideration is given to re-homing an animal with a history of biting or threatening behavior. Those

with questionable behavior should be thoroughly assessed by persons with training and experience in animal behavior. All behavioral concerns should be documented and discussed with potential owners before adoption; recommendations for management should also be provided.

3. Emerging Diseases and Anti-microbial Resistance

Emerging and re-emerging diseases (e.g., canine influenza virus and virulent systemic feline calicivirus) have been recognized in shelters (Crowford 2005; Hurley 2004c; Schorn-Evans 2003). Since nearly 75% of emerging infectious diseases that affect humans are of animal origin (Taylor 2001), animal shelters should monitor for signs of unusual or severe disease. Early detection can play an important role in minimizing the impact of an emerging disease on both animal and human health. Caring for multiple species, housing animals from various locations, and frequent introduction of new individuals within a population can create a favorable environment for the mutation and spread of pathogens (Pesavento 2007). Separation of species, proper population management, and proper sanitation should be employed to reduce the risk of development of novel pathogens.

The development and spread of antimicrobial resistance is a serious concern in animal shelters. Bacteria are capable of developing resistance to certain drugs. In some cases, this resistance can be passed on to other bacteria, including those that cause infections in both animals and people. One outbreak of multidrug-resistant *Salmonella* in a shelter caused 49 confirmed human illnesses, including 10 hospitalizations (Hurley 2004b); outbreak response included closing the facility for a period of time. It should also be noted that methicillin-resistant *Staphylococcus aureus* (MRSA), while primarily a human pathogen, can contaminate public environments and infect multiple animal species, including cats and dogs (Baptiste 2005; Weese 2005a, 2005b). Routine use of antibiotics to prevent infection in healthy animals is unacceptable

and must never be used as a substitute for good animal health management (AAFP/AAHA 2006). (See section on Medical Health and Physical

Well-being for more information on medical treatment.)

Routine use of antibiotics to prevent infection in healthy animals is unacceptable and must never be used as a substitute for good animal health management.

Conclusion

The authors hope that shelters and communities will look to this document to ensure that all animals in shelters everywhere are properly and humanely cared for, regardless of the shelter's mission or circumstance. The *Guidelines for Standards of Care in Animal Shelters* are intended as a positive tool for shelters and communities to review animal care,

identify areas that need improvement, allocate resources and implement solutions so welfare is optimized, euthanasia is minimized, and suffering is prevented. The ASV will review feedback to these recommendations and revise this document periodically as additional information becomes available.

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Glossary of terms

Analgesic – medication to treat pain

Animal Welfare Act – signed into law in 1966. It is the only Federal law in the United States that regulates the treatment of animals in research, exhibition, transport, and by dealers. It does not cover shelters

Antimicrobial – a substance that kills or inhibits the growth of pathogens such as bacteria, fungi, or protozoas, as well as destroying viruses

Bioactive – anything that has an effect on living tissue

Circadian Rhythm – a 24-hour cycle in the life processes of animals, often used in reference to cycles of light and darkness

Cohort – a group that moves together

Depopulation – to significantly reduce the number of animals in the shelter through euthanasia

Disinfection – a process that will kill most of the pathogens in a given area. In shelters a disinfectant is usually a chemical

Endotoxin – substances released by or part of certain bacteria, which can have toxic effects on people or animals

Enrichment – a process for meeting the behavioral needs of animals by improving their environment or behavioral care (e.g., toys, perches, beds, hiding places, etc.)

Euthanasia – to cause the death of an animal using humane techniques. For purposes of this document, humane euthanasia is accomplished with an intravenous or intraperitoneal injection of a solution of sodium pentobarbital

Fomite – an object that may become contaminated and transmit pathogens from one animal to another (e.g., hands, clothing, equipment)

Group-housing – placement of multiple animals in a primary enclosure

Incubation period – the period of time from when an animal is first infected with a pathogen until clinical signs of illness first appear

Infectious dose – the number of pathogens required to cause infection and disease

Intake – the point of admittance of animals into the shelter

Intracardiac (IC) – administered directly into the heart

Intramuscular (IM) – administered into the muscle

Intraperitoneal (IP) – administered into the peritoneal cavity or abdomen

Intravenous (IV) – administered into a vein

Inventory – number of animals in the shelter's care; census

Isolation – a physically separate area of the shelter used to house and treat sick animals

Length of Stay – period of time an animal is under the shelter's care, from Intake to exit

Long-term – see "How to Use This Document" section

Neuter – removal of the testicles in a male animal

Off-label use of a medication – use of a medication in any way not indicated by the manufacturer's label

OSHA – Occupational Safety and Health Administration; the federal agency charged with enforcement of safety and health legislation

Glossary of terms

Pathogen – a biological agent that may cause disease or illness in an animal

Primary enclosure – a restricted area designed to confine an animal such as a cage, run, kennel, stall, or pen. In most sheltering situations, this is where an animal eats, sleeps, and spends the majority of its time

Quarantine – a separate area of the shelter used to observe animals for a specified period of time to see if they become sick

Random mixing – haphazard placement of animals originating from different groups together

Re-home – to adopt or place in a private home setting

Rounds – a process of walking through the shelter to visually observe and monitor the needs, status, health, and well-being of every animal

Sanitation – procedures of cleaning and disinfection to remove dirt and control and destroy pathogens in the environment

Socialization – a process of familiarizing animals with a variety of stimuli, including direct contact between animals and humans during their critical period of early development; may also refer to animals of any age spending time with one another

Spay – removal of the ovaries in female animals; may or may not include removal of the uterus

Sterilization – destruction of all pathogens using heat or chemicals; also used in this document in the context of surgical sterilization (e.g., spay or neuter)

Stereotypic behaviors – repetitive behaviors exhibited in the primary enclosure that usually indicate stress such as circling, leaping in the air, pacing

Stressor – any factor that creates stress

Subcutaneous (SC) – administered under the skin

Surveillance – monitoring of a population to detect changes in health, behavior, or welfare

Tethering – securing animals with a rope, chain or other device to a fixed point in order to restrict their movement

Veterinary professional – a veterinarian, veterinary technician or veterinary student

Veterinary supervision – a veterinarian watches over and provides guidance over designated tasks; may or may not involve daily involvement or on-site presence of the veterinarian

Zoonotic – any infectious disease that can be transmitted from non-human animals to humans



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