

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 10/05/2021

Contract/Lease Control #: C14-2194-AP

Procurement#: NA

Contract/Lease Type: CONTRACT

Award To/Lessee: C&S OPERATIONS, INC., DBA QWARE

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 12/31/2017

Expiration Date: 12/30/2022 W/ AUTO RENEWALS

Description of: CONCESSIONAIRE FURNISHED WORK ORDER SOFTWARE

Department: AP

Department Monitor: STAGE

Monitor's Telephone #: 850-651-7160

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

Closed:

Cc: BCC RECORDS

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 11/24/2020

Contract/Lease Control #: C14-2194-AP

Procurement#: NA

Contract/Lease Type: CONTRACT

Award To/Lessee: C&S OPERATIONS, INC. (DBA QWARE)

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 12/31/2017

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Closed:

Cc: BCC RECORDS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/23/2021

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 Haylor, Freyer & Coon, Inc. PO Box 4743 Syracuse NY 13221	CONTACT NAME: Ashley Franczak PHONE (A/C, No, Ext): 315-800-1796 E-MAIL ADDRESS: afranczak@haylor.com FAX (A/C, No):													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Travelers Prop. Cas. Co. of America</td> <td>25674</td> </tr> <tr> <td>INSURER B: Charter Oak Fire Ins. Co.</td> <td>25615</td> </tr> <tr> <td>INSURER C: Merchants Mutual</td> <td>23329</td> </tr> <tr> <td>INSURER D: Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Prop. Cas. Co. of America	25674	INSURER B: Charter Oak Fire Ins. Co.	25615	INSURER C: Merchants Mutual	23329	INSURER D: Travelers Indemnity Company	25658	INSURER E:		INSURER F:
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INSURED C&S Operations Inc, DBA QWare DBA Energy Solutions 150 State Street Suite 120 Rochester NY 14614	CSENGINEER													

COVERAGES **CERTIFICATE NUMBER: 1843411268** **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded \$5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	DTECO3F120480TIL21	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	8101N6679802126G	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	CUP0000528	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB7K6814882126G	7/1/2021	7/1/2022	<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
D	Excess Umbrella			ZUP15S4388121NF	7/1/2021	7/1/2022	Each Occurrence \$25,000,000 Aggregate \$25,000,000

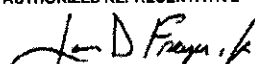
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 See Attached Acord 101

Contract C14-2194-AP; Work Order Software at Destin - Fort Walton Beach Airport.

CONTRACT#: C14-2194-AP
C&S OPERATIONS, INC. DBA QWARE
CONCESSIONAIRE FURNISHED WORK
ORDER SOFTWARE
EXPIRES: 12/30/2021 W/AUTO RENEWALS

CERTIFICATE HOLDER

CANCEL

Okaloosa County Attn: Purchasing Dept. 5479-A Old Bethel Road Crestview FL 32536	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 
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AGENCY CUSTOMER ID: CSENGINEER

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Haylor, Freyer & Coon, Inc.		NAMED INSURED C&S Operations, Inc. 499 Col Eileen Collins Blvd. Syracuse, NY 13221	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Forms Enclosed:

General Liability:

- CG D2 46 (04/19) - Blanket Additional Insured (Contractors) - New York
- CG D3 16 (02/19) - Contractors Xtend Endorsement
- IL T4 05 (03/11) - Designated Entity - Notice of Cancellation Provided By Us

Automobile:

- CA T4 74 (02/16) - Blanket Additional Insured - Primary and Non-Contributory with Other Insurance
- CA T9 60 (02/15) - New York Business Auto Coverage Extension Form

Workers Compensation:

- WC 00 03 13 (00) - Waiver of Our Right to Recover from Others Endorsement

Umbrella:

- CU 00 01 (04/13) - Commercial Liability Umbrella Coverage Form
- MU 86 22 (05/09) - Primary and Non-Contributing Insurance
- MU 82 70 (08/06) - Follow Form Endorsement
- CU 24 03 (09/00) - Waiver of Transfer of Rights of Recovery Against Others to Us

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 12/03/2019

Contract/Lease Control #: C14-2194-AP

Procurement#: NA

Contract/Lease Type: CONTRACT

Award To/Lessee: C&S OPERATIONS, INC. (DBA QWARE)

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 12/31/2017

Expiration Date: 12/30/2020 W/RENEWALS

Description of CONCESSIONAIRE FURNISHED WORK ORDER
SOFTWARE

Department: AP

Department Monitor: STAGE

Monitor's Telephone #: 850-651-7160

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

Closed:

Cc: BCC RECORDS

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 09/14/2017

Contract/Lease Control #: C14-2194-AP

Procurement#: NA

Contract/Lease Type: CONTRACT

Award To/Lessee: C & S OPERATIONS, INC. (dba Q Ware)

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 12/31/2017

Expiration Date: 12/30/2019

Description of Contract/Lease: CONCESSIONAIRE FURNISHED WORK ORDER SOFTWARE

Department: AP

Department Monitor: STAGE/MINER

Monitor's Telephone #: 850-651-7160

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

Closed:

Cc: Finance Department Contracts & Grants Office

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

Procurement/Contract/Lease Number: C14-2194-APP Tracking Number: 383-20
Procurement/Contractor/Lessee Name: Qware Grant Funded: YES ___ NO X
Purpose: renewal / amendment
Date/Term: 12-30-20 1. GREATER THAN \$100,000
Amount: _____ 2. GREATER THAN \$50,000
Department: Airport 3. \$50,000 OR LESS
Dept. Monitor Name: Stage

Purchasing Review

Procurement or Contract/Lease requirements are met:
DeRita Mason Date: 10-17-19
Purchasing Director or designee Jeff Hyde, DeRita Mason, Jessica Darr

2CFR Compliance Review (if required)

Approved as written: NO Federal funds Date: _____
Grants Coordinator Danielle Garcia

Risk Management Review

Approved as written: see mail attached Date: 10-24-19
Edith Gibson or Karen Donaldson

County Attorney Review

Approved as written: see mail attached Date: 11-4-19
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

Clerk Finance

Document has been received: _____ Date: _____
Finance Manager or designee

DeRita Mason

From: Karen Donaldson
Sent: Thursday, October 24, 2019 5:07 PM
To: DeRita Mason
Subject: RE: C14-2194-AP

DeRita

This is approved by risk management for insurance purposes.

Thank you

Karen Donaldson

Karen Donaldson
Public Records and Contracts Specialist
Okaloosa County Risk Management
5479-B Old Bethel Rd.
Crestview, Fl. 32536
850.683.6207
KDonaldson@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: DeRita Mason <dmason@myokaloosa.com>
Sent: Thursday, October 24, 2019 4:12 PM
To: Karen Donaldson <kdonaldson@myokaloosa.com>
Subject: C14-2194-AP

Here you go.

DeRita Mason

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Monday, November 4, 2019 10:50 AM
To: DeRita Mason
Cc: Hoshihara, Lynn
Subject: RE: Outstanding Coordination

QWare is approved for legal purposes.

From: DeRita Mason [dmason@myokaloosa.com]
Sent: Monday, November 04, 2019 11:43 AM
To: Parsons, Kerry
Subject: RE: Outstanding Coordination

Qware is under C&S operations. See attached.
MOA-see attached.

DeRita Mason



DeRita Mason
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: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Monday, November 4, 2019 10:34 AM
To: DeRita Mason <dmason@myokaloosa.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Karen Donaldson <kdonaldson@myokaloosa.com>
Subject: RE: Outstanding Coordination

I also cannot find anywhere in my email the:

Florida Dept of Ag & Consumer Services - MOU; and

AGENCY CUSTOMER ID: CSENGINEER

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Haylor, Freyer & Coon, Inc.		NAMED INSURED C&S Operations, Inc. 499 Col Eileen Collins Blvd. Syracuse, NY 13221	
POLICY NUMBER		EFFECTIVE DATE:	
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**CONSENT TO RENEWAL AND AMENDMENT OF CONTRACT C14-2194-AP
C & S OPERATIONS, INC. dba Q WARE FOR WORK ORDER SOFTWARE AT THE
DESTIN FORT – WALTON BEACH AIRPORT**

This Renewal and Amendment of Contract, made and entered into this 2nd day of December, 2019, hereby approves the renewal and amendment of C & S Operations, Inc. d/b/a Q Ware (“Contract”), dated August 4, 2014, and Okaloosa County, Florida through its Board of County Commissioners (hereinafter the “County”).

WITNESSETH:

WHEREAS, the County entered into a Contract Agreement, C14-2194-AP for work order software on August 4, 2014 at the Destin – Fort Walton Beach Airport with a current expiration date of December 30, 2019; and

WHEREAS, C & S Operations, Inc. d/b/a Q Ware desires to renew this Contract in accordance with their Contract which states, “The term of this agreement shall be for a period of one year commencing on the anniversary date of the initial invoice and shall be automatically extended for one year periods unless terminated per Section 7 of this agreement”.

NOW THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the executing parties consent to and agree to the following:

RENEWAL

1. In accordance with the Contract C14-2194-AP, the County hereby renews the C & S Operations, Inc. d/b/a Q Ware Contract Agreement with a new expiration date of December 30, 2020.

AMENDMENT

Contract C14-2194-AP is amended to include the following:


2. **VENDORS ON SCRUTINIZED COMPANIES LISTS:** By executing this Agreement, Concessionaire, 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 immediately terminate this Agreement for cause if the Concessionaire is found to have submitted a false certification as to the above or if the Concessionaire 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 Concessionaire has submitted a false certification, the County will provide written notice to the Contractor. Unless the Concessionaire 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 Contractor. If the County's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on the Concessionaire, and the Concessionaire 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 Concessionaire. If federal law ceases to authorize the states to adopt and enforce this particular contract provision shall be null and void.

3. Exhibit "A" General Insurance Requirements will be replaced with the attached Exhibit "A".
4. All other provisions of the Contract Agreement shall remain in full force and effect through the duration of the Contract term.

IN WITNESS WHEREOF, the parties hereto have executed this renewal and amendment as of the day and year first written.

OKALOOSA COUNTY, FLORIDA



Jeffrey A. Hyde
Purchasing Manager
Date: 12/02/2019

C & S OPERATIONS, INC. dba Q Ware

Tim Thomas

Tim Thomas
Sales Manager

Date: 11-4-19

ATTEST:

[Signature]
Witness
[Signature]
Witness

ACKNOWLEDGMENTS

STATE OF New York
COUNTY OF Monroe

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared TIM THOMAS who, under oath, deposes and says that he is authorized to execute contracts and lease agreements and that he executed the foregoing instrument for the uses and purposes contained therein.

Sworn and subscribed before me this 4th day of NOVEMBER, 2019, AD.

Kathleen Hoffman
NOTARY

My Commission Expires: 10-16-21

KATHLEEN HOFFMAN
NOTARY PUBLIC-STATE OF NEW YORK
No. 01HO6385836
Qualified in Monroe County
My Commission Expires 10-16-2021

Exhibit "A"

GENERAL SERVICES INSURANCE REQUIREMENTS

(Revised: 1-11-19)

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until obtaining 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 and having 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. With the exception of Workers' Compensation policies, the County shall be shown as an Additional Insured on the Certificate of Insurance. Workers Compensation policies must have a waiver of subrogation
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 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 a 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. A Waiver of Subrogation is required to be shown on all Workers Compensation Certificates of Insurance.

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 (One Million Dollars) 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 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

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/or 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 self-insured retentions (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 a 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. An Excess liability policy must be submitted indicating which policy it applies to.

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until obtaining 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 and having 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. With the exception of Workers' Compensation policies, the County shall be shown as an Additional Insured on the Certificate of Insurance. Workers Compensation policies must have a waiver of subrogation
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 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 a breach of contract.

WORKERS' COMPENSATION INSURANCE

5. 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.
6. 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.

7. 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.
8. A Waiver of Subrogation is required to be shown on all Workers Compensation Certificates of Insurance.

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 (One Million Dollars) 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

3. 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.
4. 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 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

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/or other persons employed or utilized by the Contractor in the performance of this contract.

CERTIFICATE OF INSURANCE

9. 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.
10. 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.

11. 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.
12. 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.
13. 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.
14. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.
15. All deductibles or self-insured retentions (SIRs), whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.
16. 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 a breach of contract.

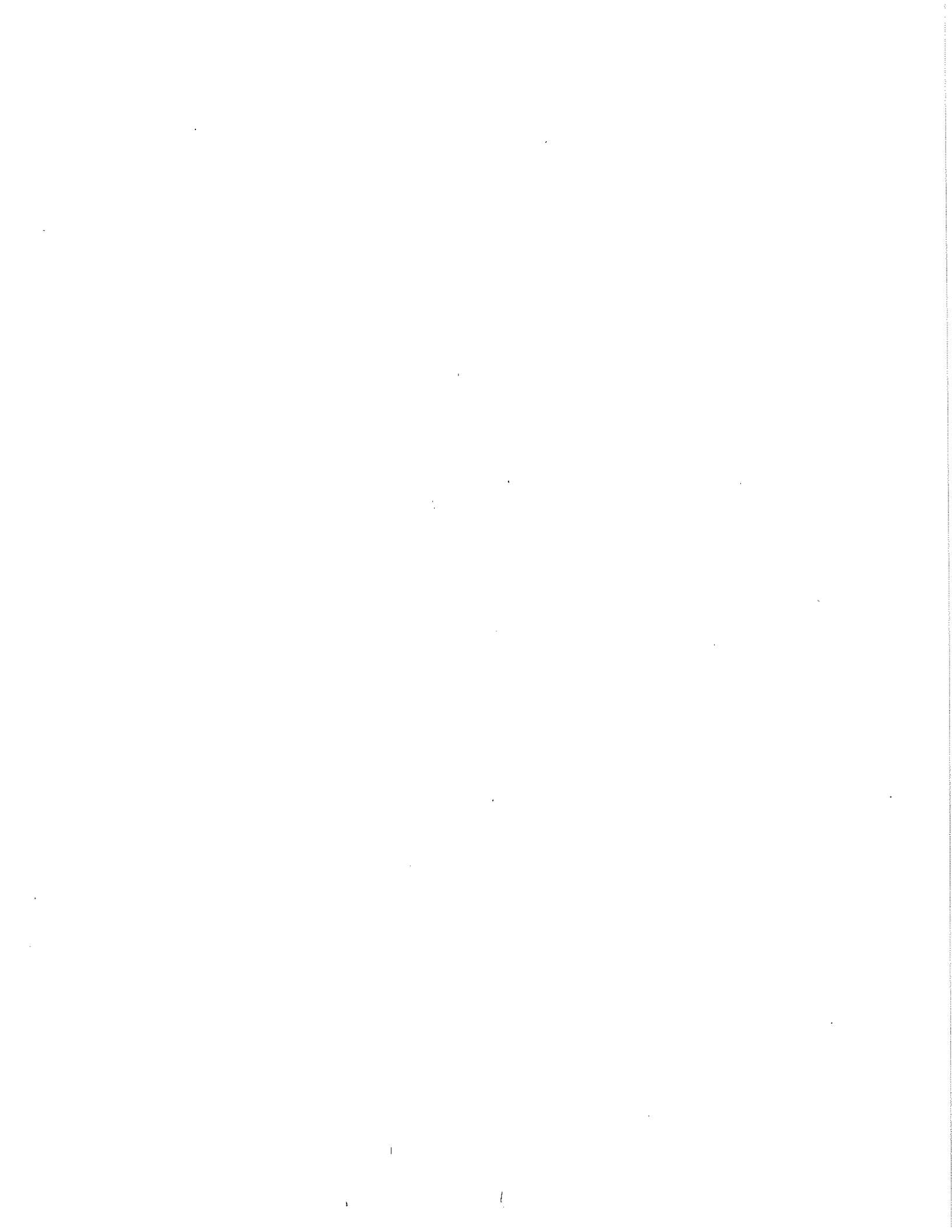
The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

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. An Excess liability policy must be submitted indicating which policy it applies to.





Quote

Date: 10/16/19

Proposal For: **Destin-Fort Walton Beach Airport**
Dave Miner

From: **Tim Thomas**
tthomas@cscos.com
585-697-2810 x3501

Yearly Software Subscription	Cost	Quantity	Line Total
Work Order Module (Includes 2 service areas)	\$ 1,835.00	1	\$ 1,835.00
Preventive Maintenance Module	\$ 1,225.00	1	\$ 1,225.00
2020 Renewal			
		Yearly Subscription	\$ 3,060.00
Software Setup One-Time Fee	Cost	Quantity	Line Total
		Total Setup Fees	\$ -
Software Services	Cost	Quantity	Line Total
			\$ -
			\$ -
			\$ -
		Service Fee Total	\$ -
			Total \$ 3,060.00

Terms of Sale: Setup fee and the first year's subscription fee are due after setup and upon delivery of modules. All software upgrades are included in the yearly subscription fee for the upcoming year. Subscriptions are pre-paid for the year and are non refundable. Unlimited software support (7:30am to 5:00pm EST Monday - Friday) is included in yearly subscription fee for the upcoming year.

Accepted By: Jeffrey A. Hyde
 Title: Purchasing Manager
 Date: 12/10/2019

Thank you for considering Q Ware CMMS!

Q Ware Group - 150 State St. Suite 120 - Rochester NY, 14614

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

B121-18

Procurement/Contract/Lease Number: C14-2194-17P Tracking Number: 000
Procurement/Contractor/Lessee Name: CIS Operations Grant Funded: YES ___ NO X
Purpose: Renewal
Date/Term: 12-30-19
Amount: 3,000, annually
Department: AD
Dept. Monitor Name: Stacy

1. GREATER THAN \$100,000
2. GREATER THAN \$50,000
3. \$50,000 OR LESS

Purchasing Review

Procurement or Contract/Lease requirements are met:
DeRita Mason Date: 9-13-18
Purchasing Manager or designee Jeff Hyde, DeRita Mason

2CFR Compliance Review (if required)

Approved as written: no federal
Date: _____
Grants Coordinator Danielle Garcia

Risk Management Review

Approved as written: see email attached
Date: 9-13-18
Risk Manager or designee Laura Porter or Krystal King

County Attorney Review

Approved as written: see email attached
Date: 10-16-18
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

Clerk Finance

Document has been received:
Date: _____
Finance Manager or designee

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Tuesday, October 16, 2018 8:55 AM
To: DeRita Mason
Cc: Lynn Hoshihara
Subject: RE: C & S Operations Contract Renewal for Coordination

This is approved for legal purposes. I know you already have Risk approval on this one.

From: DeRita Mason [mailto:dmason@myokaloosa.com]
Sent: Tuesday, October 16, 2018 9:39 AM
To: Parsons, Kerry
Cc: Lynn Hoshihara
Subject: FW: C & S Operations Contract Renewal for Coordination

From: Dave Miner
Sent: Thursday, September 13, 2018 9:06 AM
To: DeRita Mason <dmason@myokaloosa.com>
Cc: Allyson Oury <aoury@myokaloosa.com>
Subject: C & S Operations Contract Renewal for Coordination

DeRita:

Please start the coordination for the attached C & S Operations contract renewal (C14-2194-AP).

Dave

David E. Miner
Properties and Leases
Okaloosa County Airports
(850) 651-7160 Ext. 4

DeRita Mason

From: Krystal King
Sent: Thursday, September 13, 2018 1:57 PM
To: DeRita Mason; Parsons, Kerry
Cc: Lynn Hoshihara
Subject: RE: C & S Operations Contract Renewal for Coordination

Risk Management approved.

Krystal King
Okaloosa County
Risk Management
(850)688-5977
Fax (850)688-5973

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 email communication including your email address, may be subject to public disclosure.

From: DeRita Mason
Sent: Thursday, September 13, 2018 12:41 PM
To: Parsons, Kerry <KParsons@ngn-tally.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Krystal King <kking@myokaloosa.com>
Subject: FW: C & S Operations Contract Renewal for Coordination

Please review and approve.

Thank you,

DeRita

From: Dave Miner
Sent: Thursday, September 13, 2018 9:06 AM
To: DeRita Mason <dmason@myokaloosa.com>
Cc: Allyson Oury <aoury@myokaloosa.com>
Subject: C & S Operations Contract Renewal for Coordination

CONSENT TO RENEWAL OF CONTRACT C14-2194-AP
C & S OPERATIONS, INC. dba Q WARE FOR WORK ORDER SOFTWARE AT THE
DESTIN FORT – WALTON BEACH AIRPORT

This Renewal of Contract, made and entered into this 19 day of October, 2018, hereby approves the renewal of C & S Operations, Inc. dba Q Ware (“Contract”), dated August 4, 2014, and Okaloosa County, Florida through its Board of County Commissioners (hereinafter the “County”).

WITNESSETH:

WHEREAS, the County entered into a Contract Agreement, C14-2194-AP for work order software on August 4, 2014 at the Destin – Fort Walton Beach Airport with a current expiration date of December 30, 2018; and

WHEREAS, C & S Operations, Inc. dba Q Ware desires to renew this Contract in accordance with their Contract which states, “The term of this agreement shall be for a period of one year commencing on the anniversary date of the initial invoice and shall be automatically extended for one year periods unless terminated per Section 7 of this agreement”.

NOW THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the executing parties consent to and agree to the following:

RENEWAL

1. In accordance with the Contract C14-2194-AP, the County hereby renews the C & S Operations, Inc. dba Q Ware Contract Agreement with a new expiration date of December 30, 2019.
2. All other provisions of the Contract Agreement shall remain in full force and effect through the duration of the Contract term.

(The remainder of this page intentionally left blank)

ACKNOWLEDGMENTS

STATE OF New York
COUNTY OF Monroe

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared TIM THOMAS who, under oath, deposes and says that he is authorized to execute contracts and lease agreements and that he executed the foregoing instrument for the uses and purposes contained therein.

Sworn and subscribed before me this 19th day of October, 2018, AD.

Kathleen Hoffman
NOTARY

My Commission Expires: _____

KATHLEEN HOFFMAN
NOTARY PUBLIC-STATE OF NEW YORK
No. 01HO6365836
Qualified in Monroe County
My Commission Expires 10-16-2021

Dave Miner

From: Dave Miner
Sent: Thursday, September 13, 2018 1:14 PM
To: Krystal King; Laura Porter
Cc: Allyson Oury
Subject: COI C & S Operations for Compliance
Attachments: COI C & S Operations for Compliance.pdf

Good Afternoon:

Please review the attached COI for C & S Operations for contract renewal (C14-2194-AP) and let us know if the COI complies with requirements.

Thank you.

Dave

David E. Miner
Properties and Leases
Okaloosa County Airports
(850) 651-7160 Ext. 4
www.flyvps.com

Please change your address list and contacts to my new e-mail address: dminer@myokaloosa.com

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/25/2018

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 Haylor, Freyer & Coon, Inc. 231 Salina Meadows Parkway P.O. Box 4743 Syracuse NY 13221	CONTACT NAME: Lisa Stipetic PHONE (A/C, No, Ext): 315-453-2177 FAX (A/C, No): E-MAIL ADDRESS: lstipetic@haylor.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED CSENGINEER C&S Operations Inc, DBA QWare 150 State Street Suite 120 Rochester NY 14614	INSURER A : Charter Oak Fire Ins. Co. NAIC # 25615	
	INSURER B : Merchants Mutual NAIC # 23329	
	INSURER C : Travelers Indemnity Company NAIC # 25658	
	INSURER D : Travelers Prop. Cas. Co. of America NAIC # 25674	
	INSURER E : Travelers Indemnity Co of Connecticut NAIC # 25682	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: 1092510626 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.

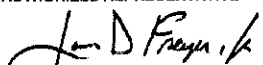
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded \$5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	DT1NCO3F120480TIL18	7/1/2018	7/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" 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	Y	Y	DT8107E671550COF18	7/1/2018	7/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	CUP0000528	7/1/2018	7/1/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	U87K6814881826G	7/1/2018	7/1/2019	<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
C	Excess Umbrella			ZUP15S4388118NF	7/1/2018	7/1/2019	\$25,000,000 Limit

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

RE: Okaloosa County Airports

CERTIFICATE HOLDER

CANCELLATION

Okaloosa County 5479 A Old Bethel Road Crestview FL 32536	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 

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AGENCY CUSTOMER ID: CSENGINEER

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Haylor, Freyer & Coon, Inc.		NAMED INSURED C&S Operations, Inc. 499 Col Eileen Collins Blvd. Syracuse, NY 13221	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Forms Enclosed:

General Liability:

- CG D2 46 (08/05) - Blanket Additional Insured (Contractors) - New York
- CG D3 16 (11/11) - Contractors Xtend Endorsement
- IL T4 05 (03/11) - Designated Entity - Notice of Cancellation Provided By Us

Automobile:

- CA T4 74 (02/12) - Blanket Additional Insured - Primary and Non-Contributory with Other Insurance
- CA T9 60 (06/05) - New York Business Auto Coverage Extension Form

Workers Compensation:

- WC 00 03 13 (00) - Waiver of Our Right to Recover from Others Endorsement

Umbrella:

- CU 00 01 (12/04) - Commercial Liability Umbrella Coverage Form
- MU 86 22 (05/09) - Primary and Non-Contributing Insurance
- MU 79 28 (07/23) - Follow Form Endorsement
- CU 24 03 (09/00) - Waiver of Transfer of Rights of Recovery Against Others to Us

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BLANKET ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
 - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
 - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - ii. Supervisory, inspection, architectural or engineering activities.
- c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
 - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. 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 the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to SECTION V. – DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|---|
| <ul style="list-style-type: none"> A. Aircraft Chartered With Pilot B. Damage To Premises Rented To You C. Increased Supplementary Payments D. Incidental Medical Malpractice E. Who Is An Insured – Newly Acquired Or Formed Organizations F. Who Is An Insured – Broadened Named Insured – Unnamed Subsidiaries G. Blanket Additional Insured – Owners, Managers Or Lessors Of Premises | <ul style="list-style-type: none"> H. Blanket Additional Insured – Lessors Of Leased Equipment I. Blanket Additional Insured – States Or Political Subdivisions – Permits J. Knowledge And Notice Of Occurrence Or Offense K. Unintentional Omission L. Blanket Waiver Of Subrogation M. Amended Bodily Injury Definition N. Contractual Liability – Railroads |
|--|---|

PROVISIONS

A. AIRCRAFT CHARTERED WITH PILOT

The following is added to Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This exclusion does not apply to an aircraft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

B. DAMAGE TO PREMISES RENTED TO YOU

1. The first paragraph of the exceptions in Exclusion j., **Damage To Property**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted.
2. The following replaces the last paragraph of Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A. BODILY**

INJURY AND PROPERTY DAMAGE LIABILITY:

Exclusions c. and g. through n. do not apply to "premises damage". Exclusion f.(1)(a) does not apply to "premises damage" caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water;

unless Exclusion f. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by another endorsement to this Coverage Part that has Exclusion – All Pollution Injury Or Damage or Total Pollution Exclusion in its title.

A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of **SECTION III – LIMITS OF INSURANCE**.

G. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

- a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.
- b. The insurance provided to such premises owner, manager or lessor does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, lessor or manager.
- c. The insurance provided to such premises owner, manager or lessor is excess over any valid and collectible other insurance available to such premises owner, manager or lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

H. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

- a. The limits of insurance provided to such equipment lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.
- b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.
- c. The insurance provided to such equipment lessor is excess over any valid and collectible other insurance available to such equipment lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

I. BLANKET ADDITIONAL INSURED – STATES OR POLITICAL SUBDIVISIONS – PERMITS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any state or political subdivision that has issued a permit in connection with operations performed by you or on your behalf and that you are required

by any ordinance, law or building code to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of such operations.

The insurance provided to such state or political subdivision does not apply to:

- a. Any "bodily injury," "property damage," "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2., **Duties In The Event of Occurrence, Offense, Claim or Suit**, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:

- (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture or limited liability company) or any "employee" authorized by you to give notice of an "occurrence" or offense.
- (2) If you are a partnership, joint venture or limited liability company, and none of your partners, joint venture members or managers are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:
 - (a) Any individual who is:
 - (i) A partner or member of any partnership or joint venture;

- (ii) A manager of any limited liability company; or
 - (iii) An executive officer or director of any other organization;
- that is your partner, joint venture member or manager; or

- (b) Any "employee" authorized by such partnership, joint venture, limited liability company or other organization to give notice of an "occurrence" or offense.
- (3) Notice to us of such "occurrence" or of an offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this Coverage Part includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.

K. UNINTENTIONAL OMISSION

The following is added to Paragraph 6., **Representations**, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

L. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

COMMERCIAL GENERAL LIABILITY

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal injury" or "advertising injury" caused by an offense that is committed;

subsequent to the execution of that contract or agreement.

M. AMENDED BODILY INJURY DEFINITION

The following replaces the definition of "bodily injury" in the **DEFINITIONS** Section:

3. "Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:
 - c. Any easement or license agreement;
2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: Number of Days Notice of Cancellation: 30 _

PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION THAT IS A CERTIFICATE HOLDER OF A CERTIFICATE OF INSURANCE ISSUED FOR YOU THAT:

1. REFERS TO THIS POLICY AND STATES THAT NOTICE OF CANCELLATION OR NONRENEWAL OF THIS POLICY WILL BE PROVIDED TO THAT PERSON OR ORGANIZATION; AND
2. IS IN EFFECT, AND IS ON FILE AT THE OFFICE OF YOUR AGENT OR BROKER FOR THIS POLICY, AT THE TIME OF THE CANCELLATION OR NONRENEWAL.

ADDRESS:

THE ADDRESS SHOWN FOR THAT PERSON OR ORGANIZATION IN THAT CERTIFICATE OF INSURANCE.

PROVISIONS:

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule

above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

PROVISIONS

- A.** The following is added to Paragraph c. in A. 1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

- B.** The following is added to Paragraph 5., **Other Insurance**, in **B. General Conditions** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph d. of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK BUSINESS AUTO COVERAGE EXTENSION FORM

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. BROAD FORM NAMED INSURED

SECTION II – LIABILITY COVERAGE, A. 1. Who Is An Insured provision is amended by adding the following:

- d. Any business entity newly acquired or formed by you during the policy period, provided you own 50% or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of 180 days following acquisition or formation of the business entity.

B. EMPLOYEES AS INSURED

SECTION II – LIABILITY COVERAGE, A.1. Who Is An Insured is amended by adding the following:

- e. If you are not a sole proprietor, any "employee" of yours is an "insured" while using, in the course and scope of your business at the time of an "accident", a covered "auto" you don't own, hire or borrow.

If you are a sole proprietor, any "employee" of yours is an "insured" while using, in the course and scope of your business or personal affairs at the time of an "accident", a covered "auto" that you don't own, hire or borrow.

C. COVERAGE EXTENSIONS – SUPPLEMENTARY PAYMENTS

SECTION II – LIABILITY COVERAGE, A. 2. Coverage Extensions, a. Supplementary Payments subparagraphs (2) and (4) are deleted and replaced by the following:

- (2) Up to \$3,000 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.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of

earnings up to \$500 a day because of time off from work.

D. HIRED CAR – WORLDWIDE COVERAGE

SECTION II – LIABILITY COVERAGE, A.2. Coverage Extensions is amended by adding the following extension:

c. Hired Car – Worldwide Coverage

- (1) 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" which occurs outside the United States of America, the territories and possessions of the United States of America, Puerto Rico, and Canada resulting from the operation, maintenance, or use of any covered "auto" of the private passenger type you lease, hire, rent, or borrow without a driver for 30 days or less.
- (2) With respect to any claim made or "suit" instituted outside the United States of America, the territories and possessions of the United States of America, Puerto Rico, and Canada:
 - (a) You shall undertake the investigation, settlement, and defense of such claims and "suits" and keep us advised of all proceedings and actions.
 - (b) You will not make any settlement without our consent.
 - (c) We will reimburse you:
 - (i) For the amount of damages because of liability imposed upon you by law on account of "bodily injury" or "property damage" to which this policy applies, and
 - (ii) For all reasonable expenses incurred with our consent in connec-

tion with the investigation, settlement or defense of such claims or "suits". Reimbursement for expenses will be part of the Limit of Insurance for Liability Coverage shown in ITEM TWO of the BUSINESS AUTO COVERAGE PART DECLARATIONS, and not in addition to such limits.

- (3) The Limit of Insurance for Liability Coverage shown in ITEM TWO of the BUSINESS AUTO COVERAGE PART DECLARATIONS is the most we will reimburse you for the sum of all damages imposed on you, as set forth in c.(2)(c) above, and all expense incurred by you arising out of any single "accident" or "loss".
- (4) You must maintain the greater of the following primary auto liability insurance limits:
 - (a) Compulsory admitted insurance with limits required to be in-force to satisfy the legal requirements of the jurisdiction where the "accident" occurs; or
 - (b) Insurance limits required by law and issued by a governmental entity or by an insurer licensed or permitted by law to do business in the jurisdiction where the "accident" occurs; or
 - (c) Auto liability insurance limits of at least \$300,000 Combined Single Limit or \$100,000 per person/ \$300,000 per accident Bodily Injury, \$100,000 Property Damage.

If you fail to comply with the above, this insurance is not invalidated. However, in the event of a "loss", we will pay only to the extent that we would have been liable had you so complied.

- (5) The insurance provided by HIRED CAR – WORLDWIDE COVERAGE is excess over any other collectible insurance available to you whether on a primary, excess contingent or any other basis.

E. HIRED CAR PHYSICAL DAMAGE — LOSS OF USE

SECTION II – LIABILITY COVERAGE, A. 2. Coverage Extensions is modified by adding the following:

- d. Notwithstanding **SECTION II, LIABILITY B. Exclusions 2. and 6.**, we will pay sums which

you legally must pay to the lessor of a covered "auto" which you have leased without a driver for 30 days or less for the lessor's loss of use of the covered "auto", provided:

- 1. This insurance provides comprehensive, specified causes of loss or collision coverage on the covered "auto";
- 2. The loss of use results from the covered "auto" being damaged in an "accident" while you are leasing it.

We will pay up to \$65 per day subject to a maximum limit of \$750 for any one "accident".

F. PHYSICAL DAMAGE — TRANSPORTATION EXPENSE

SECTION III – PHYSICAL DAMAGE COVERAGE, A. 4. Coverage Extensions, subparagraph a. is deleted and replaced by the following:

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,500 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".

If the temporary transportation expense incurred arises from your rental of an "auto" of the private passenger type, the most we will pay is the amount it costs to rent an "auto" of the private passenger type which is of a like kind and quality as the stolen covered "auto".

G. PERSONAL EFFECTS COVERAGE

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by adding the following:

c. Personal Effects Coverage

We will pay to \$400 for loss to wearing apparel and other personal effects which are:

- (1) owned by an insured; and
- (2) in or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to Personal Effects Coverage.

H. NOTICE OF AND KNOWLEDGE OF OCCURRENCE

SECTION IV – BUSINESS AUTO CONDITIONS, A. 2. Duties In The Event Of Accident, Claim, Suit Or Loss, subparagraph a. is deleted and replaced by the following:

- 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" including:
- (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.

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership; or
3. An executive officer or insurance manager, if you are a corporation.

I. BLANKET WAIVER OF SUBROGATION

SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of

Recovery Against Others To Us is deleted and replaced by the following:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

J. UNINTENTIONAL ERRORS OR OMISSIONS

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions; 2. Concealment, Misrepresentation, Or Fraud is amended by adding the following:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

K. MENTAL ANGUISH

SECTION V – DEFINITIONS, Definition C. is amended by adding the following:

"Bodily injury" also includes mental anguish but only when the mental anguish arises from other bodily injury, sickness, or disease.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 00 03 13 (00) -**

POLICY NUMBER: UB7K6814881826G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

Any person or organization for which the insured has agreed to by written contract executed prior to loss to furnish this waiver.

DESIGNATED ORGANIZATION:

DATE OF ISSUE: - -

ST ASSIGN:

COMMERCIAL LIABILITY UMBRELLA 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 on behalf of the insured the "ultimate net loss" in excess of the "retained limit" 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 damages for such "bodily injury" or "property damage" when the "underlying insurance" does not provide coverage or the limits of "underlying insurance" have been exhausted. When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other "suit" seeking damages to which this insurance may apply. 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. At our discretion, we may investigate any "occurrence" that may involve this insurance and settle any resultant claim or "suit" for which we have the duty to defend. But:

- (1) The amount we will pay for the "ultimate net loss" 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.

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" or "property damage" that is subject to an applicable "retained limit". If any other limit, such as a sublimit, is specified in the "underlying insurance", this insurance does not apply to "bodily injury" or "property damage" arising out of that exposure unless that limit is specified in the Declarations under the Schedule of "underlying insurance".
- c. 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.a. 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.
- d. "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.a. 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.

- (3) Any person or organization having proper temporary custody of your property if you die, but only:
 - (a) With respect to liability arising out of the maintenance or use of that property; and
 - (b) Until your legal representative has been appointed.
- (4) 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.
- c. 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:
 - (1) 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;
 - (2) Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - (3) Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
- 2. Only with respect to liability arising out of the ownership, maintenance or use of "covered autos":
 - a. You are an insured.
 - b. Anyone else while using with your permission a "covered auto" you own, hire or borrow is also an insured 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 or semitrailer 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.
- (6) "Employees" with respect to "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.
- c. Anyone liable for the conduct of an insured described above is also an insured, but only to the extent of that liability.
- 3. Any additional insured under any policy of "underlying insurance" will automatically be an insured under this insurance.

Subject 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:

- a. Required by the contract or agreement, less any amounts payable by any "underlying insurance"; or
- b. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

Additional insured coverage provided by this insurance will not be broader than coverage provided by the "underlying insurance".

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, "suits" brought, or number of vehicles involved; or
 - c. Persons or organizations making claims or bringing "suits".
2. The Aggregate Limit is the most we will pay for the sum of all "ultimate net loss" under:
 - a. Coverage A, except "ultimate net loss" because of "bodily injury" or "property damage" arising out of the ownership, maintenance or use of a "covered auto"; and
 - b. Coverage B.
3. Subject to Paragraph 2. above, the Each Occurrence Limit is the most we will pay for the sum of all "ultimate net loss" under Coverage A because of all "bodily injury" and "property damage" arising out of any one "occurrence".
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 "ultimate net loss" because of all "personal and advertising injury" sustained by any one person or organization.
5. If there is "underlying insurance" with a policy period that is nonconcurrent with the policy period of this Commercial Liability Umbrella Coverage Part, the "retained limit(s)" will only be reduced or exhausted by payments for:
 - a. "Bodily injury" or "property damage" which occurs during the policy period of this Coverage Part; or
 - b. "Personal and advertising injury" for offenses that are committed during the policy period of this Coverage Part.

However, if any "underlying insurance" is written on a claims-made basis, the "retained limit(s)" will only be reduced or exhausted by claims for that insurance that are made during the policy period, or any Extended Reporting Period, of this Coverage Part.

The Aggregate Limit, as described in Paragraph 2. above, applies 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 – CONDITIONS

1. Appeals

If the "underlying insurer" or insured elects not to appeal a judgment in excess of the "retained limit", we may do so at our own expense. We will also pay for taxable court costs, pre- and postjudgment interest and disbursements associated with such appeal. In no event will this provision increase our liability beyond the applicable Limits of Insurance described in Section III – Limits Of Insurance.

2. Bankruptcy

a. Bankruptcy Of Insured

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

b. Bankruptcy Of Underlying Insurer

Bankruptcy or insolvency of the "underlying insurer" will not relieve us of our obligations under this Coverage Part.

However, this insurance will not replace the "underlying insurance" in the event of bankruptcy or insolvency of the "underlying insurer". This insurance will apply as if the "underlying insurance" were in full effect.

3. 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, regardless of the amount, 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";

MERCHANTS MUTUAL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY FOLLOW FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

The following supersedes any provisions to the contrary.

It is agreed that with respect to Commercial General Liability, this insurance does not apply unless the liability is covered:

- A.** By valid and collectible underlying insurance as shown in the Schedule of Underlying Insurance; and
- B.** Only for such hazards which are covered by the underlying Commercial General Liability Insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

AS REQUIRED BY WRITTEN CONTRACT AND PROVIDED BY THE UNDERLYING
INSURANCE.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The **Transfer Of Rights Of Recovery Against Others To Us** Condition under **Section IV - Conditions** is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 06/23/2016

Contract/Lease Control #: C14-2194-AP

Bid #: N/A

Contract/Lease Type: Service Agreement/Contract

Award To/Lessee: C&S operations

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 6/21/2016

Term: 12/30/2017 W/Auto Renewals

Description of Contract/Lease: Work Order Software

Department: AP

Department Monitor: Stage

Monitor's Telephone #: 850-651-7160

Monitor's FAX # or E-mail: TSTAGE@CO.OKALOOSA.FL.US

Closed: _____

cc: Finance Department Contracts & Grants Office

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 09/14/2017

Contract/Lease Control #: C14-2194-AP

Bid #: N/A

Contract/Lease Type: CONTRACT AMENDMENT

Award To/Lessee: C & S OPERATIONS, INC (dba Q WARE)

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 12/31/2017

Expiration Date: 12/30/2018

Description of Contract/Lease: CONCESSIONAIRE FURNISHED WORK ORDER SOFTWARE

Department: AP

Department Monitor: STAGE /MINER

Monitor's Telephone #: 850-651-7160

Monitor's FAX # or E-mail: TSTAGE@CO.OKALOOSA.FL.US

Closed:

NOTE: Integrates required federal requirements and extends performance period.

Cc: Finance Department Contracts & Grants Office



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/25/2018

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
Haylor, Freyer & Coon, Inc.
231 Salina Meadows Parkway
P.O. Box 4743
Syracuse NY 13221

RECEIVED
JUL 03 2018
BY: PUNCH

CONTACT NAME: Lisa Stipetic		
PHONE (A/C, No, Ext): 315-453-2177	FAX (A/C, No):	
E-MAIL ADDRESS: lstipetic@haylor.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Charter Oak Fire Ins. Co.		25615
INSURER B: Merchants Mutual		23329
INSURER C: Travelers Indemnity Company		25658
INSURER D: Travelers Prop. Cas. Co. of America		25674
INSURER E: Travelers Indemnity Co of Connecticut		25682
INSURER F:		

INSURED
C&S Operations Inc, DBA QWare
150 State Street
Suite 120
Rochester NY 14614

CSENGINEER

COVERAGES

CERTIFICATE NUMBER: 1092510626

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded \$5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	DT1NCO3F120480TIL18	7/1/2018	7/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	DT8107E671550COF18	7/1/2018	7/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	CUP0000528	7/1/2018	7/1/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
E	<input checked="" type="checkbox"/> 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	Y	N/A	UB7K6814881826G	7/1/2018	7/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000
C	Excess Umbrella			ZUP15S4388118NF	7/1/2018	7/1/2019	\$25,000,000 Limit

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

RE: Okaloosa County Airports

C14-2194-AP

CERTIFICATE HOLDER

CANCELLATION

Okaloosa County
5479 A Old Bethel Road
Crestview FL 32536

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



ADDITIONAL REMARKS SCHEDULE

AGENCY Haylor, Freyer & Coon, Inc.		NAMED INSURED C&S Nodq shmr, Inc.	
POLICY NUMBER		499 Col Eileen Collins Blvd.	
CARRIER	NAIC CODE	Syracuse, NY 13221	
		EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Forms Enclosed:

General Liability:

CG C1 35 ' / 7. / 4(, Ak mj ds@cshmm khrt qdc ' Bnmq bsnq (, Mdv Xngj
BF C2 05 ' 00.00(, Bnmq bsnq Wdnc Dmncq dl dns
HK S3 / 4 ' / 2.00(, Cdr fi m sdc Dmsx , Mnsbd neB' mbdK shmOqulcdc Ax Tr

Automobile:

CA T4 63 (/ 1/01) - Blanket Additional Insured , Oqti ` qx ` mc MnmBnmqat snq v lsg Nsgdq hrt q nbd
CA T9 60 (06/05) - New York Business Auto Coverage Extension Form

Workers Compensation:

WC 00 03 13 (00) - Waiver of Our Right to Recover from Others Endorsement

TI aqdk 9

BT // / 0 ' 01. / 3(, Bnl I dph kKh alks TI aqdk Bnudq f d End
LT 75 11 ' / 4. / 8(, Oqti ` qx ` mc MnmBnmqat shf hrt q nbd
LT 68 17 ' / 6.12(, Enkv End Dmncq dl dns
BT 13 / 2 ' / 8. // (, V ` ludqneSq m edqneQfi gs' neQdbnudq @ ` hms Nsgdq sn Tr

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BLANKET ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
 - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
 - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - ii. Supervisory, inspection, architectural or engineering activities.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
 - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
 - c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. 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 the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to SECTION V. – DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|---|
| <ul style="list-style-type: none"> A. Aircraft Chartered With Pilot B. Damage To Premises Rented To You C. Increased Supplementary Payments D. Incidental Medical Malpractice E. Who Is An Insured – Newly Acquired Or Formed Organizations F. Who Is An Insured – Broadened Named Insured – Unnamed Subsidiaries G. Blanket Additional Insured – Owners, Managers Or Lessors Of Premises | <ul style="list-style-type: none"> H. Blanket Additional Insured – Lessors Of Leased Equipment I. Blanket Additional Insured – States Or Political Subdivisions – Permits J. Knowledge And Notice Of Occurrence Or Offense K. Unintentional Omission L. Blanket Waiver Of Subrogation M. Amended Bodily Injury Definition N. Contractual Liability – Railroads |
|--|---|

PROVISIONS

A. AIRCRAFT CHARTERED WITH PILOT

The following is added to Exclusion **g.**, **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This exclusion does not apply to an aircraft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

B. DAMAGE TO PREMISES RENTED TO YOU

1. The first paragraph of the exceptions in Exclusion **j.**, **Damage To Property**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted.
2. The following replaces the last paragraph of Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A. BODILY**

INJURY AND PROPERTY DAMAGE LIABILITY:

Exclusions **c.** and **g.** through **n.** do not apply to "premises damage". Exclusion **f.(1)(a)** does not apply to "premises damage" caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water;

unless Exclusion **f.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by another endorsement to this Coverage Part that has Exclusion – All Pollution Injury Or Damage or Total Pollution Exclusion in its title.

A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of **SECTION III – LIMITS OF INSURANCE**.

G. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

- a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.
- b. The insurance provided to such premises owner, manager or lessor does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, lessor or manager.
- c. The insurance provided to such premises owner, manager or lessor is excess over any valid and collectible other insurance available to such premises owner, manager or lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

H. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

- a. The limits of insurance provided to such equipment lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.
- b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.
- c. The insurance provided to such equipment lessor is excess over any valid and collectible other insurance available to such equipment lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

I. BLANKET ADDITIONAL INSURED – STATES OR POLITICAL SUBDIVISIONS – PERMITS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any state or political subdivision that has issued a permit in connection with operations performed by you or on your behalf and that you are required

by any ordinance, law or building code to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of such operations.

The insurance provided to such state or political subdivision does not apply to:

- a. Any "bodily injury," "property damage," "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2., **Duties In The Event of Occurrence, Offense, Claim or Suit**, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:

- (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture or limited liability company) or any "employee" authorized by you to give notice of an "occurrence" or offense.
- (2) If you are a partnership, joint venture or limited liability company, and none of your partners, joint venture members or managers are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:
 - (a) Any individual who is:
 - (i) A partner or member of any partnership or joint venture;

- (ii) A manager of any limited liability company; or
 - (iii) An executive officer or director of any other organization;
- that is your partner, joint venture member or manager; or

(b) Any "employee" authorized by such partnership, joint venture, limited liability company or other organization to give notice of an "occurrence" or offense.

(3) Notice to us of such "occurrence" or of an offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this Coverage Part includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.

K. UNINTENTIONAL OMISSION

The following is added to Paragraph 6., **Representations**, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

L. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

COMMERCIAL GENERAL LIABILITY

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal injury" or "advertising injury" caused by an offense that is committed;

subsequent to the execution of that contract or agreement.

M. AMENDED BODILY INJURY DEFINITION

The following replaces the definition of "bodily injury" in the **DEFINITIONS** Section:

3. "Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:
 - c. Any easement or license agreement;
2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: Number of Days Notice of Cancellation: 30 _

PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION THAT IS A CERTIFICATE HOLDER OF A CERTIFICATE OF INSURANCE ISSUED FOR YOU THAT:

1. REFERS TO THIS POLICY AND STATES THAT NOTICE OF CANCELLATION OR NONRENEWAL OF THIS POLICY WILL BE PROVIDED TO THAT PERSON OR ORGANIZATION; AND
2. IS IN EFFECT, AND IS ON FILE AT THE OFFICE OF YOUR AGENT OR BROKER FOR THIS POLICY, AT THE TIME OF THE CANCELLATION OR NONRENEWAL.

ADDRESS:

THE ADDRESS SHOWN FOR THAT PERSON OR ORGANIZATION IN THAT CERTIFICATE OF INSURANCE.

PROVISIONS:

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule

above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

PROVISIONS

A. The following is added to Paragraph c. in A. 1., Who Is An Insured, of SECTION II – LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

B. The following is added to Paragraph 5., Other Insurance, in B. General Conditions of SECTION IV – BUSINESS AUTO CONDITIONS:

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. **Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK BUSINESS AUTO COVERAGE EXTENSION FORM

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. BROAD FORM NAMED INSURED

SECTION II – LIABILITY COVERAGE, A. 1. Who Is An Insured provision is amended by adding the following:

- d. Any business entity newly acquired or formed by you during the policy period, provided you own 50% or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of 180 days following acquisition or formation of the business entity.

B. EMPLOYEES AS INSURED

SECTION II – LIABILITY COVERAGE, A.1. Who Is An Insured is amended by adding the following:

- e. If you are not a sole proprietor, any "employee" of yours is an "insured" while using, in the course and scope of your business at the time of an "accident", a covered "auto" you don't own, hire or borrow.

If you are a sole proprietor, any "employee" of yours is an "insured" while using, in the course and scope of your business or personal affairs at the time of an "accident", a covered "auto" that you don't own, hire or borrow.

C. COVERAGE EXTENSIONS – SUPPLEMENTARY PAYMENTS

SECTION II – LIABILITY COVERAGE, A. 2. Coverage Extensions, a. Supplementary Payments subparagraphs (2) and (4) are deleted and replaced by the following:

- (2) Up to \$3,000 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.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of

earnings up to \$500 a day because of time off from work.

D. HIRED CAR – WORLDWIDE COVERAGE

SECTION II – LIABILITY COVERAGE, A.2. Coverage Extensions is amended by adding the following extension:

c. Hired Car – Worldwide Coverage

- (1) 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" which occurs outside the United States of America, the territories and possessions of the United States of America, Puerto Rico, and Canada resulting from the operation, maintenance, or use of any covered "auto" of the private passenger type you lease, hire, rent, or borrow without a driver for 30 days or less.
- (2) With respect to any claim made or "suit" instituted outside the United States of America, the territories and possessions of the United States of America, Puerto Rico, and Canada:
 - (a) You shall undertake the investigation, settlement, and defense of such claims and "suits" and keep us advised of all proceedings and actions.
 - (b) You will not make any settlement without our consent.
 - (c) We will reimburse you:
 - (i) For the amount of damages because of liability imposed upon you by law on account of "bodily injury" or "property damage" to which this policy applies, and
 - (ii) For all reasonable expenses incurred with our consent in connec-

tion with the investigation, settlement or defense of such claims or "suits". Reimbursement for expenses will be part of the Limit of Insurance for Liability Coverage shown in ITEM TWO of the BUSINESS AUTO COVERAGE PART DECLARATIONS, and not in addition to such limits.

- (3) The Limit of Insurance for Liability Coverage shown in ITEM TWO of the BUSINESS AUTO COVERAGE PART DECLARATIONS is the most we will reimburse you for the sum of all damages imposed on you, as set forth in c.(2)(c) above, and all expense incurred by you arising out of any single "accident" or "loss".
- (4) You must maintain the greater of the following primary auto liability insurance limits:
 - (a) Compulsory admitted insurance with limits required to be in-force to satisfy the legal requirements of the jurisdiction where the "accident" occurs; or
 - (b) Insurance limits required by law and issued by a governmental entity or by an insurer licensed or permitted by law to do business in the jurisdiction where the "accident" occurs; or
 - (c) Auto liability insurance limits of at least \$300,000 Combined Single Limit or \$100,000 per person/\$300,000 per accident Bodily Injury, \$100,000 Property Damage.

If you fail to comply with the above, this insurance is not invalidated. However, in the event of a "loss", we will pay only to the extent that we would have been liable had you so complied.

- (5) The insurance provided by HIRED CAR -- **WORLDWIDE COVERAGE** is excess over any other collectible insurance available to you whether on a primary, excess contingent or any other basis.

E. HIRED CAR PHYSICAL DAMAGE — LOSS OF USE

SECTION II — LIABILITY COVERAGE, A. 2. Coverage Extensions is modified by adding the following:

- d. Notwithstanding **SECTION II, LIABILITY B. Exclusions 2. and 6.**, we will pay sums which

you legally must pay to the lessor of a covered "auto" which you have leased without a driver for 30 days or less for the lessor's loss of use of the covered "auto", provided:

- 1. This insurance provides comprehensive, specified causes of loss or collision coverage on the covered "auto";
- 2. The loss of use results from the covered "auto" being damaged in an "accident" while you are leasing it.

We will pay up to \$65 per day subject to a maximum limit of \$750 for any one "accident".

F. PHYSICAL DAMAGE — TRANSPORTATION EXPENSE

SECTION III — PHYSICAL DAMAGE COVERAGE, A. 4. Coverage Extensions, subparagraph a. is deleted and replaced by the following:

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,500 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".

If the temporary transportation expense incurred arises from your rental of an "auto" of the private passenger type, the most we will pay is the amount it costs to rent an "auto" of the private passenger type which is of a like kind and quality as the stolen covered "auto".

G. PERSONAL EFFECTS COVERAGE

SECTION III — PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by adding the following:

c. Personal Effects Coverage

We will pay to \$400 for loss to wearing apparel and other personal effects which are:

- (1) owned by an insured; and
- (2) in or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to Personal Effects Coverage.

H. NOTICE OF AND KNOWLEDGE OF OCCURRENCE

SECTION IV – BUSINESS AUTO CONDITIONS, A. 2. Duties In The Event Of Accident, Claim, Suit Or Loss, subparagraph a. is deleted and replaced by the following:

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" including:

- (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.

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership; or
3. An executive officer or insurance manager, if you are a corporation.

I. BLANKET WAIVER OF SUBROGATION

SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of

Recovery Against Others To Us is deleted and replaced by the following:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

J. UNINTENTIONAL ERRORS OR OMISSIONS

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions; 2. Concealment, Misrepresentation, Or Fraud is amended by adding the following:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

K. MENTAL ANGUISH

SECTION V – DEFINITIONS, Definition C. is amended by adding the following:

"Bodily injury" also includes mental anguish but only when the mental anguish arises from other bodily injury, sickness, or disease.



WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 00 03 13 (00) -

POLICY NUMBER: UB7K6814881826G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

Any person or organization for which the insured has agreed to by written contract executed prior to loss to furnish this waiver.

DESIGNATED ORGANIZATION:

DATE OF ISSUE: - -

ST ASSIGN:

COMMERCIAL LIABILITY UMBRELLA 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 on behalf of the insured the "ultimate net loss" in excess of the "retained limit" 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 damages for such "bodily injury" or "property damage" when the "underlying insurance" does not provide coverage or the limits of "underlying insurance" have been exhausted. When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other "suit" seeking damages to which this insurance may apply. 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. At our discretion, we may investigate any "occurrence" that may involve this insurance and settle any resultant claim or "suit" for which we have the duty to defend. But:

- (1) The amount we will pay for the "ultimate net loss" 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.

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" or "property damage" that is subject to an applicable "retained limit". If any other limit, such as a sublimit, is specified in the "underlying insurance", this insurance does not apply to "bodily injury" or "property damage" arising out of that exposure unless that limit is specified in the Declarations under the Schedule of "underlying insurance".
- c. 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.a. 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.
- d. "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.a. 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.

- (3) Any person or organization having proper temporary custody of your property if you die, but only:
 - (a) With respect to liability arising out of the maintenance or use of that property; and
 - (b) Until your legal representative has been appointed.
- (4) 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.
- c. 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:
 - (1) 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;
 - (2) Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - (3) Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
- 2. Only with respect to liability arising out of the ownership, maintenance or use of "covered autos":
 - a. You are an insured.
 - b. Anyone else while using with your permission a "covered auto" you own, hire or borrow is also an insured 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 or semitrailer 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.
- (6) "Employees" with respect to "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.
- c. Anyone liable for the conduct of an insured described above is also an insured, but only to the extent of that liability.
- 3. Any additional insured under any policy of "underlying insurance" will automatically be an insured under this insurance.

Subject 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:

 - a. Required by the contract or agreement, less any amounts payable by any "underlying insurance"; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

Additional insured coverage provided by this insurance will not be broader than coverage provided by the "underlying insurance".

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, "suits" brought, or number of vehicles involved; or
 - c. Persons or organizations making claims or bringing "suits".
2. The Aggregate Limit is the most we will pay for the sum of all "ultimate net loss" under:
 - a. Coverage A, except "ultimate net loss" because of "bodily injury" or "property damage" arising out of the ownership, maintenance or use of a "covered auto"; and
 - b. Coverage B.
3. Subject to Paragraph 2. above, the Each Occurrence Limit is the most we will pay for the sum of all "ultimate net loss" under Coverage A because of all "bodily injury" and "property damage" arising out of any one "occurrence".
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 "ultimate net loss" because of all "personal and advertising injury" sustained by any one person or organization.
5. If there is "underlying insurance" with a policy period that is nonconcurrent with the policy period of this Commercial Liability Umbrella Coverage Part, the "retained limit(s)" will only be reduced or exhausted by payments for:
 - a. "Bodily injury" or "property damage" which occurs during the policy period of this Coverage Part; or
 - b. "Personal and advertising injury" for offenses that are committed during the policy period of this Coverage Part.

However, if any "underlying insurance" is written on a claims-made basis, the "retained limit(s)" will only be reduced or exhausted by claims for that insurance that are made during the policy period, or any Extended Reporting Period, of this Coverage Part.

The Aggregate Limit, as described in Paragraph 2. above, applies 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 – CONDITIONS

1. Appeals

If the "underlying insurer" or insured elects not to appeal a judgment in excess of the "retained limit", we may do so at our own expense. We will also pay for taxable court costs, pre- and postjudgment interest and disbursements associated with such appeal. In no event will this provision increase our liability beyond the applicable Limits of Insurance described in Section III – Limits Of Insurance.

2. Bankruptcy

a. Bankruptcy Of Insured

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

b. Bankruptcy Of Underlying Insurer

Bankruptcy or insolvency of the "underlying insurer" will not relieve us of our obligations under this Coverage Part.

However, this insurance will not replace the "underlying insurance" in the event of bankruptcy or insolvency of the "underlying insurer". This insurance will apply as if the "underlying insurance" were in full effect.

3. 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, regardless of the amount, 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";

MERCHANTS MUTUAL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY FOLLOW FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

The following supersedes any provisions to the contrary.

It is agreed that with respect to Commercial General Liability, this insurance does not apply unless the liability is covered:

- A.** By valid and collectible underlying insurance as shown in the Schedule of Underlying Insurance; and
- B.** Only for such hazards which are covered by the underlying Commercial General Liability Insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

AS REQUIRED BY WRITTEN CONTRACT AND PROVIDED BY THE UNDERLYING
INSURANCE.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The **Transfer Of Rights Of Recovery Against Others To Us** Condition under **Section IV - Conditions** is amended by the addition of the following:


We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

PROCUREMENT/CONTRACT/LEASE INTERNAL COORDINATION SHEET

Procurement/Contract/Lease Number: C14-2194-AP Tracking Number: 2456-17
Procurement/Contractor/Lessee Name: C/S operations DBA Q ware Grant Funded: YES ___ NO
Purpose: Contract Renewal
Date/Term: 12/30/18 1. GREATER THAN \$50,000
Amount: _____ 2. GREATER THAN \$25,000
Department: AP 3. \$25,000 OR LESS
Dept. Monitor Name: St. Age/Miner

Purchasing Review

Procurement requirements are met:


Purchasing Director or designee

Greg Kisela, DeRita Mason, Matthew Young

Date: 8/22/17

2CFR Compliance Review (if required)

Approved as written:

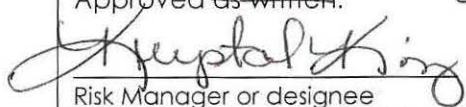

Grants Coordinator

Renee Biby

Date: 8/22/17

Risk Management Review

Approved as written:

with Ins. Requirements

Risk Manager or designee

Laura Porter or Krystal King

Date: 8-28-17

County Attorney Review

Approved as written:

see approval dated
County Attorney

Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Date: 8/22/17

Following Okaloosa County approval:

Contracts & Grants

Document has been received:

Contracts & Grants Manager

Marcella Eubanks, Mindy Kovalsky, Ashley Endris

Date: _____

Matthew Young

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Tuesday, August 22, 2017 12:55 PM
To: Renee (Gayla) Biby; Dave Miner
Cc: Lynn Hoshihara; Krystal King; Laura Porter; Stephanie Herrick; Lianne Clark; Matthew Young; DeRita Mason
Subject: RE: C & S Operations dba Q Ware for coordination

Thank you Renee for your help! This final version is approved for legal purposes. But will need to be taken out of Trackchanges.

From: Renee (Gayla) Biby [mailto:rbiby@co.okaloosa.fl.us]
Sent: Tuesday, August 22, 2017 1:00 PM
To: Dave Miner; Parsons, Kerry
Cc: Lynn Hoshihara; Krystal King; Laura Porter; Stephanie Herrick; Lianne Clark; Matthew Young; DeRita Mason
Subject: RE: C & S Operations dba Q Ware for coordination

I changed out the word Contractor for "Concessionaire" per Ms. Parsons comment.

From: Dave Miner
Sent: Tuesday, August 22, 2017 9:06 AM
To: Renee (Gayla) Biby <rbiby@co.okaloosa.fl.us>; 'Parsons, Kerry' <KParsons@ngn-tally.com>
Cc: Lynn Hoshihara <lhoshihara@co.okaloosa.fl.us>; Krystal King <kking@co.okaloosa.fl.us>; Laura Porter <lporter@co.okaloosa.fl.us>; Stephanie Herrick <sherrick@co.okaloosa.fl.us>; Lianne Clark <lclark@co.okaloosa.fl.us>; Matthew Young <myoung@co.okaloosa.fl.us>; DeRita Mason <dmason@co.okaloosa.fl.us>
Subject: RE: C & S Operations dba Q Ware for coordination

Ms. Parsons:

Revisions accepted. Thank you.

Dave

From: Renee (Gayla) Biby
Sent: Tuesday, August 22, 2017 8:51 AM
To: 'Parsons, Kerry' <KParsons@ngn-tally.com>; Dave Miner <dminer@co.okaloosa.fl.us>
Cc: Lynn Hoshihara <lhoshihara@co.okaloosa.fl.us>; Krystal King <kking@co.okaloosa.fl.us>; Laura Porter <lporter@co.okaloosa.fl.us>; Stephanie Herrick <sherrick@co.okaloosa.fl.us>; Lianne Clark <lclark@co.okaloosa.fl.us>; Matthew Young <myoung@co.okaloosa.fl.us>; DeRita Mason <dmason@co.okaloosa.fl.us>
Subject: RE: C & S Operations dba Q Ware for coordination

I have included my revisions.

Thanks,
Renee

MA

SOLE SOURCE PURCHASE DATA SHEET

Date: ²¹ 8-22-17 PR No.: _____ Requestor: David Miner Phone No.: 651-7160

Department/Division: Okaloosa County Airports

Item Description: Renew existing software

Requesting Department's Suggested Vendor: C & S Operations dba Q Ware

Vendor's Address: 150 State Street, Rochester, N. Y. 14614

Vendor's Telephone No.: 585-697-2810 Point of Contact: Tim Thomas

Sole Source Justification: C & S Companies installed the existing software that runs the Airport Maintenance work order system. The Airport would like to renew the existing contract.


Requesting Department Director Signature

8-21-17
Date

REVIEW BY PURCHASING DEPARTMENT
VERIFY IF OTHER SOURCES OF SUPPLY MEETS THIS NEED

Vendor #1 Contact: _____ Phone No.: _____
Vendor #2 Contact: _____ Phone No.: _____
Vendor #3 Contact: _____ Phone No.: _____

Buyer Comments: _____

Signature of Buyer Who Reviewed _____ Date _____

Purchasing Services Coordinator Comments: _____

Purchasing Services Coordinator Signature _____ Date _____

PURCHASING MANUAL - SOLE SOURCE DETERMINATION

Comments: _____

Approve: \$3,000.00

Disapprove: _____

Amount of Purchase: _____

Date: _____


Purchasing Director Signature

8/31/17
Date

Greg Kisela



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/6/2017

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 Haylor, Freyer & Coon, Inc. 231 Salina Meadows Parkway P.O. Box 4743 Syracuse NY 13221		CONTACT NAME: Lisa Stipetic PHONE (A/C, No., Ext): 315-453-2177 E-MAIL ADDRESS: lstipetic@haylor.com FAX (A/C, No.):															
INSURED C&S Operations Inc, DBA QWare 150 State Street Suite 120 Rochester NY 14614		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Travelers Indemnity Co of CT</td> <td>25682</td> </tr> <tr> <td>INSURER B: Charter Oak Fire Ins. Co.</td> <td>25615</td> </tr> <tr> <td>INSURER C: Merchants Mutual</td> <td>23329</td> </tr> <tr> <td>INSURER D: Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER	NAIC #	INSURER A: Travelers Indemnity Co of CT	25682	INSURER B: Charter Oak Fire Ins. Co.	25615	INSURER C: Merchants Mutual	23329	INSURER D: Travelers Indemnity Company	25658	INSURER E:		INSURER F:	
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INSURER E:																	
INSURER F:																	

COVERAGES CERTIFICATE NUMBER: 964533376 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded: \$5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC. OTHER:	Y	Y	DT1NCO3F120480TCT17	7/1/2017	7/1/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	DT8107E671550COF17	7/1/2017	7/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000	Y	Y	CUP0000528	7/1/2017	7/1/2018	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	DTKUB7E67155017	7/1/2017	7/1/2018	<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
D	Excess Umbrella			ZUP15S4388117NF	7/1/2017	7/1/2018	\$25,000,000 Limit

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

See Attached Acord 101

RE: Okaloosa County Airports

CERTIFICATE HOLDER

CANCELLATION

Okaloosa County
5479 A Old Bethel Road
Crestview FL 32536

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

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**Contract # C14-2194-AP
C & S OPERATIONS, INC.
WORK ORDER SOFTWARE
EXPIRES: 12/30/2018**

**RENEWAL AND AMENDMENT OF CONTRACT C14-2194-AP
C & S OPERATIONS, INC. dba Q WARE FOR WORK ORDER SOFTWARE AT THE
DESTIN FORT – WALTON BEACH AIRPORT**

This Renewal and Amendment of Contract, made and entered into this 14th day of September, 2017, hereby renews and amends contract C14-2194-AP, dated August 4, 2014 as amended, by and between C & S Operations, Inc dba Q Ware (“Concessionaire”), and Okaloosa County, Florida (hereinafter the “County”).

WITNESSETH:

WHEREAS, the County and Concessionaire entered into Contract C14-2194-AP, which provides for Concessionaire to furnish all equipment and materials used for work order software at the Destin – Fort Walton Beach Airport with a current expiration date of December 30, 2017; and

WHEREAS, the County and C & S Operations, Inc. dba Q Ware desire to renew this Contract in accordance with the Contract which states, “The term of this agreement shall be for a period of one year commencing on the anniversary date of the initial invoice and shall be automatically extended for one year periods unless terminated per Section 7 of this agreement”; and

WHEREAS, the County as a recipient of federal assistance is required to incorporate specific contract provisions in contracts regardless of funding source. These provisions are being incorporated per this amendment as listed below.

NOW THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the executing parties agree to the following:

RENEWAL

1. In accordance with the provisions of Contract C14-2194-AP, the County hereby renews the Contract Agreement for an additional year with a new expiration date of December 30, 2018.

AMENDMENT

The Contract is amended to include the following additional provisions:

2. Contract C14-2194-AP is amended to include the following provisions:

The General Services Insurance Requirements are added to the Contract as Exhibit “A”.

FEDERAL REQUIREMENTS

- a. The Concessionaire 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 Concessionaire and sub tier Concessionaires from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

- b. During the performance of this Contract, Concessionaire, for itself, its assignees, and successors in interest agrees as follows:
 1. Compliance with Regulations: The Concessionaire (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 Concessionaire, 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 sub Concessionaires, including procurements of materials and leases of equipment. The Concessionaire 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 Concessionaire for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential sub Concessionaire or supplier will be notified by the Concessionaire of the Concessionaire'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 Concessionaire 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 Concessionaire is in the exclusive possession of another who fails or refuses to furnish the information, the Concessionaire 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 Concessionaire'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 Concessionaire under the contract until the Concessionaire complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Concessionaire 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 Concessionaire 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 Concessionaire becomes involved in, or is threatened with litigation by a sub Concessionaire, or supplier because of such direction, the Concessionaire may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Concessionaire may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this contract, the Concessionaire, for itself, its assignees, and successors in interest (hereinafter referred to as the "Concessionaire") 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 Concessionaires, 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).

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

Concessionaire must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Concessionaire retains full responsibility to monitor its compliance and their sub Concessionaire's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Concessionaire 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.

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. Concessionaire must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Concessionaire retains full responsibility to monitor its compliance and their sub Concessionaire's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Concessionaire 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 Concessionaire is not enrolled as a Federal Concessionaire in E-Verify at time of contract award, the Concessionaire shall-
 - a. Enroll. Enroll as a Federal Concessionaire 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 Concessionaire, 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 Concessionaire is enrolled as a Federal Concessionaire in E-Verify at time of contract award, the Concessionaire shall use E-Verify to initiate verification of employment eligibility of
- a. All new employees.
 - i. Enrolled ninety (90) calendar days or more. The Concessionaire shall initiate verification of all new hires of the Concessionaire, 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
 - b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Concessionaire in E-Verify, the Concessionaire shall initiate verification of all new hires of the Concessionaire, 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 Concessionaire 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.)
- (3) If the Concessionaire is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or 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 Concessionaire may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Concessionaire 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 Concessionaire 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 Concessionaire 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 Concessionaire's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)

(5) The Concessionaire 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 Concessionaire's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Concessionaire, 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 Concessionaire is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Concessionaire, then the Concessionaire 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 Concessionaire 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 Concessionaire 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 Concessionaires.

Subcontracts. The Concessionaire 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.

All other provisions of the Contract Agreement shall remain in full force and effect through the duration of the Contract term.

(The remainder of this page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have executed this renewal and amendment as of the day and year first written.

OKALOOSA COUNTY, FLORIDA



Greg Kisela, Purchasing Director

Date: 9/14/17

C & S OPERATIONS, INC. dba Q Ware



Tim Thomas
Sales Manager

Date: 9-6-17

ATTEST:



Witness



Witness

ACKNOWLEDGMENTS

STATE OF New York
COUNTY OF Monroe

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared TIM THOMAS who, under oath, deposes and says that he is authorized to execute contracts and lease agreements and that he executed the foregoing instrument for the uses and purposes contained therein.

Sworn and subscribed before me this 6th day of September, 2017, AD.

Della J. Buscemi
NOTARY

My Commission Expires: March 8th, 2019

Della J. Buscemi
Notary Public, State of New York
Registration #01BU6021058
Qualified in Monroe County
My Commission Expires Mar. 8, 2019

Exhibit " A "

GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 06/12/17

CONTRACTORS INSURANCE

1. 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.
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 named and their respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by Okaloosa 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.
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 Contractor.
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 Contractor.
7. The insurance definition of *Insured* or *Additional 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 contract.
8. 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.

9. The designation of Contractor 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 insurance policies shall include a clause to provide 30 days written notice to Okaloosa County for any changes, cancellations or non-renewal of the policy, with the exception of 10 day notice for cancellation due to non-payment of premium. Such notice shall be given directly to the County Representative.

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. Such insurance shall comply with the Florida Workers' Compensation Law.
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 AND COMMERCIAL GENERAL LIABILITY INSURANCE

1. 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.
2. The Contractor shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
3. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-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.

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 Contractors Liability
 - 4.) Products and Completed Operations Liability
5. Contractor shall agree to keep in continuous force Commercial General Liability coverage 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	\$1,000,000 each occurrence (A combined single limit)
3. Commercial General Liability	\$1,000,000 each occurrence (A combined single limit)
4. Personal and Advertising Injury	\$250,000

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

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 Contractor in the performance of this contract.

Note: For Contractor's convenience, this certification form is enclosed and is made a part of the bid 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 Okaloosa County 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. 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 Contractor's full responsibility. In particular, the Contractor 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 Contractor 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 Contractor 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 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 consultants and other indemnities of the Contractor under all the foregoing policies of insurance.

UMBRELLA INSURANCE

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.

FIRST AMENDMENT AND RENEWAL TO CONTRACT C14-2194-AP
C & S OPERATIONS, INC. dba Q WARE
WORK ORDER SOFTWARE

This First Amendment and Contract Renewal made and entered into this 21 day of June, 2016, hereby amends and renews contract C14-2194-AP, dated August 4, 2014, by and between Okaloosa County, Florida, (hereinafter the "County") and C & S Operations dba Q Ware (hereinafter the "Concessionaire").

WHEREAS, on August 4, 2014, the County and Concessionaire entered into a contract, C14-2194-AP, which provides for Concessionaire to furnish all equipment and materials used to provide these services and to service the equipment and materials; and

WHEREAS, the parties desire to renew the contract for an additional year; and

WHEREAS, the parties desire to amend the Contract to add language in the Contract pertaining to Public Records as has recently been amended by the Florida Legislature in the 2016 Laws of Florida chapter 20.

NOW THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the parties hereby agree to amend and renew C14-2194-AP as follows:

1. C & S Companies dba Q Ware has requested to renew this contract with Airports Approval for an additional year with an expiration date of December 30, 2017.
2. The contract is also amended to include the following additional provision:

Public Records

IF THE CONCESSIONAIRE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONCESSIONAIRE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 5479 OLD BETHEL ROAD CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@co.okaloosa.fl.us.

Concessionaire must comply with the public records laws, Florida Statute chapter 119, specifically Concessionaire 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 concessionaire 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 concessionaire or keep and maintain public records required by the County to perform the service. If the concessionaire transfers all public records to the public agency upon completion of the contract, the concessionaire shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the concessionaire keeps and maintains public records upon completion of the contract, the concessionaire 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.
3. All other provisions of the Contract and Amendments shall remain in full force and effect through the duration of the contract.

IN WITNESS WHEREOF, the parties hereto have executed this amendment as of the day and year first written.


C & S OPERATIONS dba Q WARE



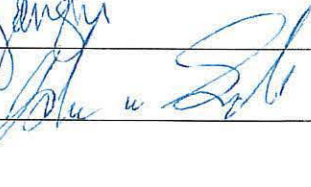
By: Tim Thomas
Sales Manager

Date: 6-15-16

ATTEST:




Witness



Witness

OKALOOSA COUNTY, FLORIDA



Zan Fedorak, Purchasing Manager

Date: 6/21/16

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 5/28/15

Contract/Lease Control #: C14-2194-AP

Bid #:

Contract/Lease Type: AGREEMENT

Award To/Lessee: C&S OPERATIONS

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 12/31/2013

Term: 12/30/16 W/AUTO RENEWALS

Description of Contract/Lease: WORK ORDER SOFTWARE

Department: AP

Department Monitor: HARMAN

Monitor's Telephone #: 850-651-7160


Monitor's FAX # or E-mail: SHARMAN@CO.OKALOOSA.FL.US

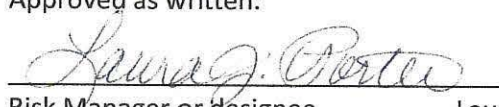
Closed: _____

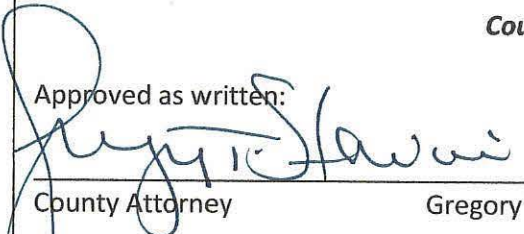
cc: Finance Department Contracts & Grants Office

CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: <u>C14-2194-AP</u>	Tracking Number: <u>#1359-15</u>
Contractor/Lessee Name: <u>C&S Operations</u>	Grant Funded: YES ___ NO ___
Purpose: <u>work order software</u>	
Date/Term: <u>12-30-14</u>	1. <input type="checkbox"/> GREATER THAN \$50,000
Amount: <u>\$3,000</u>	2. <input type="checkbox"/> GREATER THAN \$25,000
Department: <u>AP</u>	3. <input checked="" type="checkbox"/> \$25,000 OR LESS
Dept. Monitor Name: <u>Harman/Muer</u>	
Document has been reviewed and includes any attachments or exhibits.	

Purchasing Review	
Procurement requirements are met:	
	Date: _____
Purchasing Director or Designee	Joanne Kublik or Sunnie Estes

Risk Management Review	
Approved as written:	
	Date: <u>5/18/15</u>
Risk Manager or designee	Laura Porter or Krystal King

County Attorney Review	
Approved as written:	
	Date: <u>5-18-15</u>
County Attorney	Gregory T. Stewart or Lynn Hoshihara

Following Okaloosa County approval:

Contracts & Grants	
Document has been received:	
_____	Date: _____
Contracts & Grants Manager	



CONTRACT/LEASE RENEWAL FORM

May 12, 2015

C & S Operations, Inc
dba Q Ware
150 State Street, Suite 120
Rochester, NY 14614

CONTRACT # C14-2194-AP
C&S OPERATIONS
WORK ORDER SOFTWARE
EXPIRES: 12/30/2016 W/AUTO RENEWALS

RE: Contract Lease Renewal Form

Dear Mr. Thomas:

The Okaloosa County Board of County Commissioners agrees to renew the subject contract/lease, # C14-2194-AP for an additional term. The contract renewal period will be December 31, 2015 to December 30, 2016. The annual budgeted amount for this contract is \$3,000.00. All other terms and conditions of the original agreement shall remain in full force and effect through the duration of this renewal.

If you are in agreement, please sign below and return this form along with a current Certificate of Insurance listing Okaloosa County as co-insured (if applicable).

COUNTY REPRESENTATIVES

AUTHORIZED COMPANY REPRESENTATIVE

Dept. Director

Signature: _____

Date: 5/12/15

Contractor: Q Ware

Approved By: _____

(as prescribed below on item 1) Zan Fedorak

Date: 5/27/15

Approved By: _____

Approved By: _____

(as prescribed below on item 1)

Date: _____

Title: Sales Manager

Date: 5-21-15

County Department Instructions:

- 1) Obtain signatures from Department Director, authorized Company Representative and then Purchasing Director <\$25K and less, County Administrator 450K and less or Board >\$50K, as necessary. If Board approval is required, the Chairman and County Administrator's signatures are required. Make sure the company provides a current Certificate of Insurance. (If applicable).
- 2) Keep a copy of this form for your records.
- 3) Send original to Purchasing Services Coordinator.
If you have any questions please contact the Purchasing Director at 850-689-5960, Fax: 850-689-5998.

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 10/31/14 -

Contract/Lease Control #: C14-2194-AP

Bid #:

Contract/Lease Type: AGREEMENT

Award To/Lessee: C&S OPERATIONS

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 12/31/2013

Term: 12/30/2015 W/AUTO RENEWALS

Description of Contract/Lease: WORK ORDER SOFTWARE

Department: AP

Department Monitor: HARMAN

Monitor's Telephone #: 850-651-7160

Monitor's FAX # or E-mail: SHARMAN@CO.OKALOOSA.FL.US

Closed: _____

cc: Finance Department Contracts & Grants Office



CONTRACT/LEASE RENEWAL FORM

October 6, 2014

C & S Operations, Inc.
dba Que Centre Group
Mr. Tim Thomas
150 State Street
Rochester, NY 14614

CONTRACT # C14-2194-AP
C&S OPERATIONS
WORK ORDER SOFTWARE
EXPIRES: 12/30/2015 W/AUTO RENEWALS

RE: Contract Renewal

Mr. Thomas:

Okaloosa County Airports agrees to renew the subject Contract, #C14-2194-AP for an additional term. The contract renewal period will be December 31, 2014 to December 30, 2015.

If you are in agreement, please sign below and return this form along with a current Certificate of Insurance listing Okaloosa County as co-insured (if applicable).

COUNTY REPRESENTATIVES

AUTHORIZED COMPANY REPRESENTATIVE

Dept. Director

Signature: _____

Sunil Harman, A.A.E., IAP

Date: _____

Approved By: _____

(as prescribed below on item 1)

Approved By: _____

(as prescribed below on item 1)

Date: _____

Contractor: _____

Approved By: _____

Title: _____

Date: _____

County Department Instructions:

1) Obtain signatures from Department Director, authorized Company Representative and then Purchasing Director <\$25K and less, County Administrator <\$50K and less or Board >\$50K, as necessary. If Board approval is required, the Chairman and County Administrator's signatures are required. Make sure the company provides a current Certificate of Insurance. (If applicable).

2) Keep a copy of this form for your records.

3) Send original to Purchasing Services Coordinator.

If you have any questions please contact the Purchasing Director at 850-689-5960, Fax: 850-689-5998.

**CONTRACT # C14-2194-AP
C&S OPERATIONS
WORK ORDER SOFTWARE
EXPIRES: 12/30/2014 W/AUTO RENEWALS**

7/8/14

STATEMENT OF TERMS AND CONDITIONS

This Agreement is made between Okaloosa County, ("Client"), with a principal place of business 302 North Wilson Street – Crestview, Florida and C&S Operations Inc. DBA Que Centre Group ("Consultant"), with a principal place of business at 150 State Street – Suite 120 Rochester, New York.

1. SERVICES PERFORMED BY CONSULTANT. Consultant agrees to perform the services for Client as per invoice #1158 dated 12/31/13

2. CONSULTANT'S PAYMENT. Client shall pay, as invoiced for as per the term of this agreement.

3. INVOICES. The Consultant shall provide the Client with an annual invoice each December in the amount of \$3,000 for the consultants work order and preventive maintenance software program Client shall pay the amount due within 30 days of the invoice.

4. LATE FEES. Late payments by Client shall be subject to late penalty fees of 1.50% per month from the due date until the amount is paid.

5. EXPENSES. Consultant shall be responsible for all expenses incurred while performing services under this Agreement. However, Client shall reimburse Consultant for all travel and living expenses necessarily incurred by Consultant while away from Consultant's regular place of business to perform services under this Agreement. Client shall not be responsible for any expenses pursuant to this paragraph unless such expenses are approved by Client in advance by Client's Manager of Computer Services. Consultant shall submit an itemized statement of such expenses. Client shall pay Consultant within 30 days from the date of each statement.

6. TERM OF AGREEMENT. The term of this agreement shall be for a period of one year commencing on the anniversary date of the initial invoice and shall be automatically extended for one year periods unless terminated per Section 7 of this agreement.

7. TERMINATING THE AGREEMENT. With reasonable cause, either party may terminate this Agreement effective immediately by giving written notice of termination for cause. Reasonable cause includes:

-- a material violation of this agreement, or

-- nonpayment of Consultant's compensation after 7 days written demand for payment, or

--Okaloosa County has the right to terminate at any time by providing 30 days advance notice.

Consultant shall be entitled to full payment for services performed prior to the effective date of termination.

8. CONSULTANT AN INDEPENDENT CONTRACTOR. Consultant is an independent contractor, and neither Consultant nor Consultant's staff is, or shall be deemed, Client's employees. In its capacity as an independent contractor, Consultant agrees and represents, and Client agrees, as follows:

(a) Consultant has the right to perform services for others during the term of this Agreement subject to non-competition provisions set out in this Agreement, if any.

(b) Consultant has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed.

(c) Consultant has the right to perform the services required by this Agreement at any place or location and such times as Consultant may determine.

(d) Consultant will furnish all equipment and materials used to provide the services required by this Agreement, except to the extent that Consultant's work must be performed on or with Client's computer or existing software.

(e) The services required by this Agreement shall be performed by Consultant, or Consultant's staff, and Client shall not be required to hire, supervise or pay any assistants to help Consultant.

(f) Consultant is responsible for paying all ordinary and necessary expenses of its staff.

(g) Neither Consultant nor Consultant's staff shall receive any training from Client in the professional skills necessary to perform the services required by this Agreement.

(h) Neither Consultant nor Consultant's staff shall be required to devote full-time to the performance of the services required by this Agreement.

(i) Client shall not provide insurance coverage of any kind for Consultant or Consultant's staff.

(j) Client shall not withhold from Consultant's compensation any amount that would normally be withheld from an employee's pay.

9. INTELLECTUAL PROPERTY OWNERSHIP. Consultant assigns to Client its entire right, title and interest in anything created or developed by Consultant for Client under this Agreement ("Work Product") including all patents, copyrights, trade secrets and other proprietary rights. This assignment is conditioned upon full payment of the compensation due Consultant under this Agreement.

Consultant shall, at no charge to Client, execute and aid in the preparation of any papers that client may consider necessary or helpful to obtain or maintain--at Client's expense--any patents, copyrights, trademarks or other proprietary rights. Client shall reimburse Consultant for reasonable out-of-pocket expenses incurred under this provision.

10. CONSULTANT'S MATERIALS. Consultant owns or holds a license to use and sub-license various materials in existence before the start date of this Agreement ("Consultant's Materials"). Consultant may, at its option, include Consultant's Materials in the work performed under this Agreement.

Consultant retains all right, title and interest, including all copyright, patent rights and trade secret rights to Consultant's Materials. Subject to full payment of the consulting fees due under this Agreement, consultant grants Client a non-exclusive worldwide license to use and sub-license the use of Consultant's Materials for the purpose of developing and marketing its products, but not for the purpose of marketing Background Technology separate from its products. The license shall have a perpetual term and may not be transferred by Client. Client shall make no other commercial use of the Background Technology without Consultant's written consent.

11. CONFIDENTIALITY. During the term of the Agreement and for five years afterward, Consultant will use reasonable care to prevent the unauthorized use or dissemination of Client's confidential information. Reasonable care means at least the same degree of care Consultant uses to protect its own confidential information from unauthorized disclosure.

Confidential information is limited to information clearly marked as confidential, or disclosed orally and summarized and identified as confidential in a writing delivered to Consultant within 15 days of disclosure.

Confidential information does not include information that:

- would not qualify as confidential or proprietary information under laws of the State of New York
- the Consultant knew before Client disclosed it

- is or becomes public knowledge through no fault of Consultant
- Consultant obtains from sources other than Client who owe no duty of confidentiality to Client, or
- Consultant independently develops.

12. WARRANTIES. THE GOODS OR SERVICES FURNISHED UNDER THIS AGREEMENT ARE PROVIDED AS IS, WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS; INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

13. LIMITATION ON CONSULTANT'S LIABILITY TO CLIENT.

- (a) In no event shall consultant be liable to Client for lost profits of Client, or special, incidental or consequential damages (even if Consultant has been advised of the possibility of such damages).
- (b) Consultant's total liability under this Agreement for damages, cost and expenses, regardless of cause, shall not exceed the total amount of fees paid to Consultant by Client under this Agreement.
- (c) Each party shall be liable to the other party for damages arising out of its own acts or omissions in relation to this Agreement. Each party shall promptly notify the other in writing of each claim or suit.

14. FORCE MAJEURE. Consultant shall not be liable for and is excused from any failure to deliver or perform or delay in delivery or performance, due to causes beyond its reasonable control or due to failure of Client to provide sufficient information, resources, cooperation or personnel to support the project. The period of performance shall be extended to such extent as may be appropriate after the cause of the delay or non-performance has been removed.

15. TAXES. The charges included here do not include taxes. If Consultant is required to pay any federal, state or local sales, use, property or value added taxes based on the services provided under this Agreement, the taxes shall be separately billed to Client. Consultant shall not pay any interest or penalties incurred due to late payment or nonpayment of such taxes by Client.

16. CONTRACT CHANGES. Client and Consultant recognize that:

- Consultant's original cost and time estimates may be too low due to unforeseen events, or to factors unknown to Consultant when this Agreement was made
- Client may desire a mid-project change in Consultant's services that would add time and cost to the project and possibly inconvenience Consultant, or
- Other provisions of this Agreement may be difficult to carry out due to unforeseen circumstances.

If any intended changes or any other events beyond the parties' control require adjustments to this Agreement, the parties shall make a good faith effort to agree on all necessary particulars. Such agreements shall be put in writing, signed by the parties and added to this Agreement.

17. GENERAL PROVISIONS.

- (a) Sole agreement: This is the entire Agreement between Consultant and Client.
- (b) Severability: If any part of this Agreement is held unenforceable, the rest of the Agreement will continue in full force and effect.
- (c) Applicable law: This Agreement will be governed by the laws of the State of New York.
- (d) Notices: All notices and other communications given in connection with this Agreement shall be in writing and shall be deemed given as follows:
 - When delivered personally to the recipient's address as appearing in the introductory paragraph in this Agreement.
 - Three days after being deposited in the United States mails, postage prepaid to the recipient's address as appearing in the introductory paragraph to this Agreement, or
 - When sent by fax or telex to the last fax or telex number of the recipient known to the party giving notice. Notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first-class or certified mail, or the recipient delivers a written confirmation of receipt.

Any party may change its address appearing in the introductory paragraph to this Agreement by giving notice of the change in accordance with this paragraph.

- (e) No Partnership: This Agreement does not create a partnership relationship. Consultant does not have authority to enter into contracts on Client's behalf.
- (f) Assignment: This Agreement is freely assignable.

C&S Operations, Inc. / Que Centre Group



Tim Thomas
Director of Sales

Accepted for by: Okaloosa County

SIGNATURE: Zan Fedorak, Purchasing Manager

NAME (PRINTED): Zan Fedorak

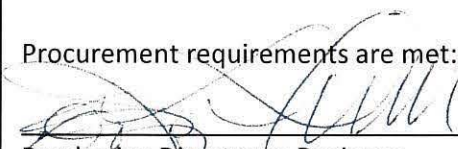
TITLE: _____ DATE: 8/4/14

CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: <u>C14-2194-AP</u>	Tracking Number: <u>1136-15</u>
Contractor/Lessee Name: <u>C4S Operations</u>	Grant Funded: YES ___ NO <u>X</u>
Purpose: <u>Contract Renewal</u>	
Date/Term: <u>12/30/15</u>	1. <input type="checkbox"/> GREATER THAN \$50,000
Amount: <u>\$3,000 annually</u>	2. <input type="checkbox"/> GREATER THAN \$25,000
Department: <u>AP</u>	3. <input checked="" type="checkbox"/> \$25,000 OR LESS
Dept. Monitor Name: <u>Herman/Priner</u>	
Document has been reviewed and includes any attachments or exhibits.	

Purchasing Review

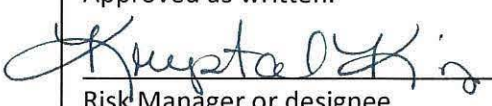
Procurement requirements are met:

 _____ Date: 10-9-14

Purchasing Director or Designee Joanne Kublik

Risk Management Review

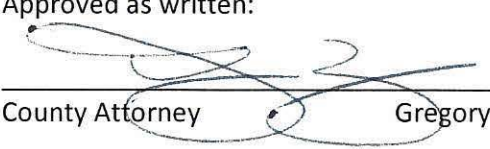
Approved as written:

 _____ Date: 10-9-14

Risk Manager or designee Kay Godwin or Krystal King

County Attorney Review

Approved as written:

 _____ Date: 10/14/14

County Attorney Gregory T. Stewart or Lynn Hoshihara

Following Okaloosa County approval:

Contracts & Grants

Document has been received:

_____ Date: _____

Contracts & Grants Manager

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 08/07/2014

Contract/Lease Control #: C14-2194-AP

Bid #:

Contract/Lease Type: AGREEMENT

Award To/Lessee: C&S OPERATIONS

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 12/31/2013

Term: 12/31/2014 W/AUTO RENEWALS

Description of Contract/Lease: WORK ORDER SOFTWARE

Department: AP

Department Monitor: HARMAN

Monitor's Telephone #: 850-651-7160


Monitor's FAX # or E-mail: SHARMAN@CO.OKALOOSA.FL.US

Closed: _____

cc: Finance Department Contracts & Grants Office

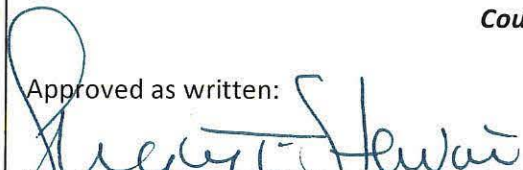
CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: _____ Tracking Number: 998-14
Grant Funded: YES ___ NO X
Contractor/Lessee Name: COS Operations
Purpose: Work Order Software
Date/Term: Auto Renewal
Amount: \$3000/annually
Department: AP
Dept. Monitor Name: Harman/Miner
1. GREATER THAN \$50,000
2. GREATER THAN \$25,000
3. \$25,000 OR LESS
Document has been reviewed and includes any attachments or exhibits.

3rd revision
977-14 / 990-14
Purchasing Review
Procurement requirements are met;

Purchasing Director or Designee Joanne Kublik Date: 6-19-14

Risk Management Review
Approved as written:

Risk Manager or designee Guy R. Reed Date: 6/20/14

County Attorney Review
Approved as written:

County Attorney Gregory T. Stewart Date: 6-23-14
Interim

Following Okaloosa County approval:

Contracts & Grants
Document has been received: _____
Contracts & Grants Manager Date: _____

To Done 6/23/14

[View assistance for SAM.gov](#)

Search Results

Current Search Terms: "C&S OPERATIONS*"

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.
No records found for current search.

Glossary

- [Search Results](#)
- Entity
- Exclusion
- [Search Filters](#)
- By Record Status
- By Functional Area - Entity Management
- By Functional Area - Performance Information

SAM | System for Award Management 1.0

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.

IBM v1.1972.20140711-1717



**CONTRACT # C14-2194-AP
C&S OPERATIONS
WORK ORDER SOFTWARE
EXPIRES: 12/30/2014 W/AUTO RENEWALS**

6/19/14

STATEMENT OF TERMS AND CONDITIONS

This Agreement is made between Okaloosa County, ("Client"), with a principal place of business 302 North Wilson Street – Crestview, Florida and C&S Operations Inc. DBA Que Centre Group ("Consultant"), with a principal place of business at 150 State Street – Suite 120 Rochester, New York.

1. SERVICES PERFORMED BY CONSULTANT. Consultant agrees to perform the services for Client as per invoice #1158 dated 12/31/13

2. CONSULTANT'S PAYMENT. Client shall pay, as invoiced for as per the term of this agreement.

3. INVOICES. The Consultant shall provide the Client with an annual invoice each December in the amount of \$3,000 for the consultants work order and preventive maintenance software program Client shall pay the amount due within 30 days of the invoice.

4. LATE FEES. Late payments by Client shall be subject to late penalty fees of 1.50% per month from the due date until the amount is paid.

5. EXPENSES. Consultant shall be responsible for all expenses incurred while performing services under this Agreement. However, Client shall reimburse Consultant for all travel and living expenses necessarily incurred by Consultant while away from Consultant's regular place of business to perform services under this Agreement. Client shall not be responsible for any expenses pursuant to this paragraph unless such expenses are approved by Client in advance by Client's Manager of Computer Services. Consultant shall submit an itemized statement of such expenses. Client shall pay Consultant within 30 days from the date of each statement.

6. TERM OF AGREEMENT. This Agreement will automatically renew in one (1) on the anniversary date of the initial invoice.

7. TERMINATING THE AGREEMENT. With reasonable cause, either party may terminate this Agreement effective immediately by giving written notice of termination for cause. Reasonable cause includes:

- a material violation of this agreement, or
- nonpayment of Consultant's compensation after 7 days written demand for payment, or
- Okaloosa County has the right to terminate at any time by providing 30 days advance notice.

Consultant shall be entitled to full payment for services performed prior to the effective date of termination.

8. CONSULTANT AN INDEPENDENT CONTRACTOR. Consultant is an independent contractor, and neither Consultant nor Consultant's staff is, or shall be deemed, Client's employees. In its capacity as an independent contractor, Consultant agrees and represents, and Client agrees, as follows:

- (a) Consultant has the right to perform services for others during the term of this Agreement subject to non-competition provisions set out in this Agreement, if any.
- (b) Consultant has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed.
- (c) Consultant has the right to perform the services required by this Agreement at any place or location and such times as Consultant may determine.

(d) Consultant will furnish all equipment and materials used to provide the services required by this Agreement, except to the extent that Consultant's work must be performed on or with Client's computer or existing software.

(e) The services required by this Agreement shall be performed by Consultant, or Consultant's staff, and Client shall not be required to hire, supervise or pay any assistants to help Consultant.

(f) Consultant is responsible for paying all ordinary and necessary expenses of its staff.

(g) Neither Consultant nor Consultant's staff shall receive any training from Client in the professional skills necessary to perform the services required by this Agreement.

(h) Neither Consultant nor Consultant's staff shall be required to devote full-time to the performance of the services required by this Agreement.

(i) Client shall not provide insurance coverage of any kind for Consultant or Consultant's staff.

(j) Client shall not withhold from Consultant's compensation any amount that would normally be withheld from an employee's pay.

9. INTELLECTUAL PROPERTY OWNERSHIP. Consultant assigns to Client its entire right, title and interest in anything created or developed by Consultant for Client under this Agreement ("Work Product") including all patents, copyrights, trade secrets and other proprietary rights. This assignment is conditioned upon full payment of the compensation due Consultant under this Agreement.

Consultant shall, at no charge to Client, execute and aid in the preparation of any papers that client may consider necessary or helpful to obtain or maintain--at Client's expense--any patents, copyrights, trademarks or other proprietary rights. Client shall reimburse Consultant for reasonable out-of-pocket expenses incurred under this provision.

10. CONSULTANT'S MATERIALS. Consultant owns or holds a license to use and sub-license various materials in existence before the start date of this Agreement ("Consultant's Materials"). Consultant may, at its option, include Consultant's Materials in the work performed under this Agreement.

Consultant retains all right, title and interest, including all copyright, patent rights and trade secret rights to Consultant's Materials. Subject to full payment of the consulting fees due under this Agreement, consultant grants Client a non-exclusive worldwide license to use and sub-license the use of Consultant's Materials for the purpose of developing and marketing its products, but not for the purpose of marketing Background Technology separate from its products. The license shall have a perpetual term and may not be transferred by Client. Client shall make no other commercial use of the Background Technology without Consultant's written consent.

11. CONFIDENTIALITY. During the term of the Agreement and for five years afterward, Consultant will use reasonable care to prevent the unauthorized use or dissemination of Client's confidential information. Reasonable care means at least the same degree of care Consultant uses to protect its own confidential information from unauthorized disclosure.

Confidential information is limited to information clearly marked as confidential, or disclosed orally and summarized and identified as confidential in a writing delivered to Consultant within 15 days of disclosure.

Confidential information does not include information that:

- would not qualify as confidential or proprietary information under laws of the State of New York
- the Consultant knew before Client disclosed it

- is or becomes public knowledge through no fault of Consultant
- Consultant obtains from sources other than Client who owe no duty of confidentiality to Client, or
- Consultant independently develops.

12. WARRANTIES. THE GOODS OR SERVICES FURNISHED UNDER THIS AGREEMENT ARE PROVIDED AS IS, WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS; INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

13. LIMITATION ON CONSULTANT'S LIABILITY TO CLIENT.

- (a) In no event shall consultant be liable to Client for lost profits of Client, or special, incidental or consequential damages (even if Consultant has been advised of the possibility of such damages).
- (b) Consultant's total liability under this Agreement for damages, cost and expenses, regardless of cause, shall not exceed the total amount of fees paid to Consultant by Client under this Agreement.
- (c) Each party shall be liable to the other party for damages arising out of its own acts or omissions in relation to this Agreement. Each party shall promptly notify the other in writing of each claim or suit.

14. FORCE MAJEURE. Consultant shall not be liable for and is excused from any failure to deliver or perform or delay in delivery or performance, due to causes beyond its reasonable control or due to failure of Client to provide sufficient information, resources, cooperation or personnel to support the project. The period of performance shall be extended to such extent as may be appropriate after the cause of the delay or non-performance has been removed.

15. TAXES. The charges included here do not include taxes. If Consultant is required to pay any federal, state or local sales, use, property or value added taxes based on the services provided under this Agreement, the taxes shall be separately billed to Client. Consultant shall not pay any interest or penalties incurred due to late payment or nonpayment of such taxes by Client.

16. CONTRACT CHANGES. Client and Consultant recognize that:

- Consultant's original cost and time estimates may be too low due to unforeseen events, or to factors unknown to Consultant when this Agreement was made
- Client may desire a mid-project change in Consultant's services that would add time and cost to the project and possibly inconvenience Consultant, or
- Other provisions of this Agreement may be difficult to carry out due to unforeseen circumstances.

If any intended changes or any other events beyond the parties' control require adjustments to this Agreement, the parties shall make a good faith effort to agree on all necessary particulars. Such agreements shall be put in writing, signed by the parties and added to this Agreement.

17. GENERAL PROVISIONS.

- (a) Sole agreement: This is the entire Agreement between Consultant and Client.
- (b) Severability: If any part of this Agreement is held unenforceable, the rest of the Agreement will continue in full force and effect.
- (c) Applicable law: This Agreement will be governed by the laws of the State of New York.
- (d) Notices: All notices and other communications given in connection with this Agreement shall be in writing and shall be deemed given as follows:


- When delivered personally to the recipient's address as appearing in the introductory paragraph in this Agreement.
- Three days after being deposited in the United States mails, postage prepaid to the recipient's address as appearing in the introductory paragraph to this Agreement, or
- When sent by fax or telex to the last fax or telex number of the recipient known to the party giving notice. Notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first-class or certified mail, or the recipient delivers a written confirmation of receipt.

Any party may change its address appearing in the introductory paragraph to this Agreement by giving notice of the change in accordance with this paragraph.

(e) No Partnership: This Agreement does not create a partnership relationship. Consultant does not have authority to enter into contracts on Client's behalf.

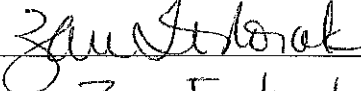
(f) Assignment: This Agreement is freely assignable.

C&S Operations, Inc. / Que Centre Group



Tim Thomas
Director of Sales

Accepted for by: Okaloosa County

SIGNATURE: 

NAME (PRINTED): Zan Fedorak
TITLE: Purchasing Manager DATE: 8/4/14