CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 07/05/2022

Contract/Lease Control #: C22-3199-TDD

Procurement#: N/A

Contract/Lease Type: AGREEMENT

Award To/Lessee: <u>DYN SALES SOLUTION, LLC</u>

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 08/01/2022

Expiration Date: $\underline{10/01/2024}$

Description of: SALES & HOSPITALITY TRAINING FOR DESTINATION

TEAMS

Department: TDD

Department Monitor: ADAMS

Monitor's Telephone #: 850-651-7131

Monitor's FAX # or E-mail: <u>JADAMS@MYOKALOOSA.COM</u>

Closed:

Cc: BCC RECORDS

PROCUREMENT/CONTRACT/LEASE INTERNAL COORDINATION SHEET

Procurement/Contract/Lease Number: Tracking Number:	10-22
Procurement/Contractor/Lessee Name 24n Sales Solutions Grant Funded: YESNO	X
Purpose: Sales - Hospitality training	
Date/Term: 9-30-2072 1. ☐ GREATER THAN \$100,000	
Department #:	
Account #: 548001 3. \$50,000 OR LESS	
Amount: 699,750.00	
Department: TOP Dept. Monitor Name: Odans	_
Procurement or Contract/Lease requirements are met:	
White Mean Date: 6-15-22	
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jesica Darr, Angela Etheric	dge
Approved as written: 2CFR Compliance Review (if required) Grant Name:	
Grants Coordinator Suzanne Ulloa	
Risk Management Review	
Approved as written: See an cel attained	
Risk Manager or designee Kristina LoFria	
County Attorney Review	
Approved as written: Pel snail attached 6-2422	
County Attorney Lynn Hoshihara, Kerry Parsons or Designee	
Department Funding Review	
Approved as written: Date:	
IT Daview (if applicable)	
Approved as written:	

Revised September 22, 2020

C22-3199-TDD

Cc: Kerry Parsons; Kristina LoFria

Subject: FW: for ITA - Dynamic Sales Solutions

Good morning,
Please review and approve the attached.
Thank you,

DeRita Mason



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

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

From: Charlotte Dunworth <cdunworth@myokaloosa.com>

Sent: Monday, May 23, 2022 7:09 AM

To: DeRita Mason <dmason@myokaloosa.com>
Subject: for ITA - Dynamic Sales Solutions

Hi DeRita – for this week's ITA please.

We've typically done an annual PO for this training, but we can get better pricing with a 3-year contract.

1410-548001 \$99,750



CHARLOTTE DUNWORTH
DEPUTY DIRECTOR OF FINANCE & COMPLIANCE

Destin-Fort Walton Beach, Florida 850.609.5385 1540 Miracle Strip Pkwy Fort Walton Beach, Florida 32548 destinfwb.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.

DeRita Mason

From: Kristina LoFria

Sent: Wednesday, June 15, 2022 7:04 AM

To: DeRita Mason

Subject: RE: for ITA - Dynamic Sales Solutions

DeRita,

Good morning, This is approved by Risk for insurance purposes.

Thank You

Safety Coordinator

Kristy Lofria

Okaloosa County BOCC-Risk Management-

302 N Wilson St Suite 301 Crestview, Florida 32536 klofria@myokaloosa.com

850-689-5979



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

"When the winds of adversity blow against your boat, just adjust your sail."

"Don't aim for success if you want it; just do what you love and believe in, and it will come naturally." David Frost

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 e-mail address, may be subject to public disclosure.

From: DeRita Mason <dmason@myokaloosa.com>

Sent: Wednesday, June 15, 2022 6:39 AM

To: Lynn Hoshihara < lhoshihara@myokaloosa.com>

Cc: 'Parsons, Kerry' < KParsons@ngn-tally.com>; Kristina LoFria < klofria@myokaloosa.com>

Subject: FW: for ITA - Dynamic Sales Solutions

Good morning,

SINGLE SOURCE PURCHASE JUSTIFICATION REQUEST

A single source means that a commodity or service can be purchased from multiple sources, but, in order to meet certain functional or performance requirements (e.g. parts matching existing equipment or materials) there is only one economically feasible source for the purchase.

Date: 05/19/2022	PR No:		
Requestor: Jennifer	Adams	Phone No: 850.	-609-3897
Department/Division:	Tourist Development D	Department	
	ales & Hospitality training ales positions and industr		
Vendor: Dynamic S	Sales Solutions		
	2997 Bay Villas Court Miramar Beach, FL 3255	0	
Vendor's Telephone N	o: 505-288-0505	Point of Contact:	Scott Russell
Single Source Justification: (attach additional docs if any)	years and Scott Russell has a personalities of its leaders. Do tailored for the CVB, at an eco	deep knowledge of this destinati SS is therefore uniquely qualified nomical rate since one member	of the CVB's partner program for three ion, its goals and priorities, and the to provide continual sales training of the team is local. It is a three-year noual discount for a 3-year contract.
(attach	emergency condition documentation) 1 Awarding Agency or Pass Through		resulting from competitive solicitation. e negotiations (letter of authorization is
The iter	•		77(a)(1) that is procured directly from the ttached).
Charlotte Objects yoned by Charlotte Dunworth Base 2022 65.30 Other,	additional justification required ((continue on blank page as need	ed)
Jennifer Ada	ms Digitally signed by Jennifer Date: 2022.05.23 06:38:34	Adams -05'00'	
Requesting Departm authorized Designee)	ent Director Signature (or	Date	
	REVIEW BY OMB	AND PURCHASING	
Approved: x Denied:	OMB and Purchasing Dep Approved thru FY24. Thi time period expires.	oartment Comments: is service will be competitive	ely procured once this
OMB Director Signa	ture Faye Douglas Date:	ally signed by Faye Douglas 2022.06.14 15:33:25 -05'00' Date	

CONTRACT #: C22-3199-TDD DYN SALES SOLUTION, LLC SALES & HOSPITALITY TRAINING FOR DESTINATION TEAMS EXPIRES: 10/01/2024

SYALOOSA

AGREEMENT BETWEEN OKALOOSA COUNTY, FLORIDA AND Dyn Sales Solutions LLC **CONTRACT ID C22-3199-TDD** (Single Source) **THIS AGREEMENT** (hereinafter referred to as the "Agreement") is made this 5TH _, 20__22__, by and between Okaloosa County, a political subdivision of the state of Florida, (hereinafter referred to as the "County"), with a mailing address of 1250 N. Eglin Parkway, Suite 100, Shalimar, Florida, 32579, and Dyn Sales Solutions LLC Florida Limited Liability Corporation authorized to do business in the State of Florida (hereinafter referred to as "Contractor") whose Federal I.D. # is 47-2168730 RECITALS provide WHEREAS. the County need of a contractor Sales & Hospitality training for destination sales teams ("Services"); and WHEREAS, the Services may be purchased from multiple sources, but, in order to meet certain functional and performance requirements there is only one economically feasible source for the purchase of the Services, the Contractor; and WHEREAS, pursuant to Section 19 of the Okaloosa County Purchasing Manual, the County is procuring the services through a single source procurement. A copy of the Contractor's proposal and the County's single source justification is included as Attachment "A"; and WHEREAS, Contractor is a certified and insured entity with the necessary experience to provide the desired Services; and WHEREAS, the County wishes to enter into this Agreement with Contractor to provide the Services to the County for an amount of ninety-nine thousand seven hundred fifty Dollars), as further detailed below. **NOW THEREFORE**, in consideration of the promises and the mutual covenants herein, the parties agree as follows: 1. Recitals and Attachments. The Recitals set forth above are hereby incorporated into this Agreement and made part hereof for reference. The following documents are attached to this Agreement and are incorporated herein. Attachment "A" - Contractor's Proposal and the County's Single Source Justification; Attachment "B" – Insurance Requirements; Attachment "C" – Title VI list of pertinent nondiscrimination acts and authorities;

Attachment "D" – Scrutinized Companies Certification;

1

	RIAL DOS
	County
	2. <u>Services.</u> Contractor agrees to perform the following services, Sales & Hospitality training for destination sales teams
; (t t	The Services to be provided are further detailed in the Contractor's proposal attached as Attachment "A" and incorporated herein by reference. The Services shall be performed by Contractor to the full satisfaction of the County. Contractor agrees to have a qualified representative to audit and inspect the Services provided on a regular basis to ensure all Services are being performed in accordance with the County's needs and pursuant to the terms of this Agreement and shall report to the County accordingly. Contractor agrees to immediately inform the County via telephone and in writing of any problems that could cause damage to the County. Contractor will require its employees to perform their work in a manner befitting the type and scope of work to be performed.
- t	3. Term and Renewal. The term of this Agreement shall begin on August 1, 2022 , and shall continue for a period of twenty-six months (26 mo) from the date of full execution of this Agreement, subject to the County's ability to terminate in accordance with Section 7 of this Agreement. The terms of Section 20 entitled "Indemnification and Waiver of Liability" shall survive termination of this Agreement.
√	This agreement may not be renewed; or
1 1 .	This agreement may be renewed upon mutual written agreement of the parties for a period of up to, renewals.
	4. <u>Compensation</u> . The Contractor agrees to provide the Services to the County, including materials and labor, in a total amount of ninety-nine thousand seven hundred fifty Dollars (\$\frac{99,750}{}\$.
	a. Contractor shall submit an invoice to the County upon completion of each annual training. The invoice shall indicate that all services have been completed for that invoice period. In addition, Contractor agrees to provide the County with any additional documentation requested to process the invoices.
	b. <u>Disbursement</u> . Check one:
	There are no reimbursable expenses associated with this Agreement.
	The following are reimbursable expenses associated with this Agreement:



- c. Payment Schedule. Invoices received from the Contractor pursuant to this Agreement will be reviewed by the initiating County Department. Payment will be disbursed as set forth above. If services have been rendered in conformity with the Agreement, the invoice will be sent to the Finance Department for payment. Invoices must reference the contract number assigned by the County after execution of this Agreement. Invoices will be paid in accordance with the State of Florida Local Government Prompt Payment Act.
- d. Availability of Funds. The County's performance and obligation to pay under this Agreement is contingent upon annual appropriation for its purpose by the County Commission.

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

- 5. Ownership of Documents and Equipment. All documents prepared by the Contractor pursuant to this Agreement and related Services to this Agreement are intended and represented for the ownership of the County only. Any other use by Contractor or other parties shall be approved in writing by the County. If requested, Contractor shall deliver the documents to the County within fifteen (15) calendar days.
- **6.** <u>Insurance.</u> Contractor shall, at its sole cost and expense, during the period of any work being performed under this Agreement, procure and maintain the minimum insurance coverage required as set forth in Attachment "B" attached hereto and incorporated herein, to protect the County and Contractor against all loss, claims, damages and liabilities caused by Contractor, its agents, or employees.

7. Termination and Remedies for Breach.

a. If, through any cause within its reasonable control, the Contractor shall fail to fulfill in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the County shall have the right to terminate the Services then remaining to be performed. Prior to the exercise of its option to terminate for cause,



the County shall notify the Contractor of its violation of the particular terms of the Agreement and grant Contractor thirty (30) days to cure such default. If the default remains uncured after thirty (30) days the County may terminate this Agreement, and the County shall receive a refund from the Contractor in an amount equal to the actual cost of a third party to cure such failure. If Contractor fails, refuses or is unable to perform any term of this Agreement, County shall pay for services rendered as of the date of termination.

- i. In the event of termination, all finished and unfinished documents, data and other work product prepared by Contractor (and sub-Contractor (s)) shall be delivered to the County and the County shall compensate the Contractor for all Services satisfactorily performed prior to the date of termination, as provided in Section 4 herein.
- ii. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the County for damages sustained by it by virtue of a breach of the Agreement by Contractor and the County may reasonably withhold payment to Contractor for the purposes of set-off until such time as the exact amount of damages due the County from the Contractor is determined.
- b. <u>Termination for Convenience of County.</u> The County may, for its convenience and without cause immediately terminate the Services then remaining to be performed at any time by giving written notice. The terms of Section 7 Paragraphs a(i) and a(ii) above shall be applicable hereunder.
- c. <u>Termination for Insolvency</u>. The County also reserves the right to terminate the remaining Services to be performed in the event the Contractor is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.
- d. <u>Termination for failure to adhere to the Public Records Law</u>. Failure of the Contractor to adhere to the requirements of Chapter 119 of the Florida Statutes and Section 9 below, may result in immediate termination of this Agreement.
- 8. Governing Law, Venue and Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the First Judicial Circuit in and for Okaloosa County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. In the event it becomes necessary for the County to file a lawsuit to enforce any term or provision under this Agreement, then the County shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER



PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the County pursuant to Section 768.28, Florida Statutes.

- **9.** <u>Public Records.</u> Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119. Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:
 - a. Keep and maintain public records required by the County to perform the service.
 - b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
 - d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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

10. <u>Audit</u>. The County and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations,



limitations, restrictions, and requirements of this Contract and such right shall extend for a period of three (3) years after termination of this Contract.

11. <u>Notices</u>. All notices and other communications required or permitted to be given under this Agreement by either party to the other shall be in writing and shall be sent (except as otherwise provided herein) (i) by certified mail, first class postage prepaid, return receipt requested, (ii) by guaranteed overnight delivery by a nationally recognized courier service, or (iii) by facsimile with confirmation receipt (with a copy simultaneously sent by certified mail, first class postage prepaid, return receipt requested or by overnight delivery by traditionally recognized courier service), addressed to such party as follows:

If to the County:	Okaloosa County Purchasing Dept 5479A Old Bethel Rd. Crestview, FL 32536	With a copy to: County Attorney Office 1250 N. Eglin Pkwy, Suite 100 Shalimar, FL 32579 (850) 224-4070
If to the Contractor:	Dyn Sales Solutions LLC Dynamic Sales Solutions 2997 Bay Villas Court Miramar Beach, FL 32550	

- 12. <u>Assignment</u>. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.
- 13. <u>Subcontracting</u>. Contractor shall not subcontract any services or work to be provided to County without the prior written approval of the County's Representative. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The County's acceptance of a subcontractor shall not be unreasonably withheld. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Additionally, any subcontract entered into between the Contractor and subcontractor will need to be approved by the County prior to it being entered into and said agreement shall incorporate in all required terms in accordance with local, state and Federal regulations.
- 14. <u>Civil Rights</u>. The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and



subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

- **15.** <u>Compliance with Nondiscrimination Requirements</u>. During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:
 - a. <u>Compliance with Regulations</u>: The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated and attached hereto as Attachment "C".
 - b. <u>Nondiscrimination</u>: The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
 - c. <u>Solicitations for Subcontracts, including Procurements of Materials and Equipment</u>: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
 - d. <u>Information and Reports</u>: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or other governmental entity to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the County or the other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.
 - e. <u>Sanctions for Noncompliance</u>: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the County will impose such contract sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending the Agreement, in whole or in part.



- f. <u>Incorporation of Provisions</u>: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the County to enter into any litigation to protect the interests of the County. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- 16. Compliance with Laws. Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Services, shall exercise full and complete authority over Contractor's personnel, shall comply with all workers' compensation, employer's liability and all other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Services, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor's personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.
- 17. <u>Conflict of Interest</u>. The Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly which could conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the Contractor. The Contractor guarantees that he/she has not offered or given to any member of, delegate to the Congress of the United States, any or part of this contract or to any benefit arising therefrom.
- 18. <u>Independent Contractor</u>. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.
- 19. <u>Third Party Beneficiaries</u>. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.
- **20.** <u>Indemnification and Waiver of Liability</u>. The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the County, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses



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

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

21. <u>Taxes and Assessments</u>. Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County in accordance with this Agreement. Contractor further agrees that it shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

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

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

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

Any contract entered into or renewed after July 1, 2018 shall be terminated at the County's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification that is attached to this agreement



as Attachment "D". Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

- 23. <u>Inconsistencies and Entire Agreement</u>. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any attachment attached hereto, any document or events referred to herein, or any document incorporated into this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given superior effect and priority over any conflicting or inconsistent term, statement, requirement or provision contained in any other document or attachment, including but not limited to Attachments listed in Section 1.
- **24.** Severability. If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.
- 25. Entire Agreement. This Agreement contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended or rescinded only by in writing signed by the party against whom any such amendment, waiver, change, modification, extension and/or rescission is sought.
- **26.** Representation of Authority to Contractor/Signatory. The individual signing this Agreement on behalf of Contractor represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The signatory represents and warrants to the County that the execution and delivery of this Agreement and the performance of the Services and obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

(Remainder of Page Intentionally Left Blank)



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

WITNESS: Signature Kathleen MacMellar Print Name	BY:
	OKALOOSA COUNTY, FLORIDA
	BY: John Hofstad Digitally signed by John Hofstad Date: 2022.07.05 09:55:15-05'00'

John Hofstad, County Administrator



Attachment "A"

Proposal & Single Source

RECOMMENDATION FOR DESTIN-FORT WALTON BEACH CVB ANNUAL SALES TRAINING

UNIQUELY CREATED BY DYNAMIC SALES SOLUTIONS

SCOTT RUSSELL MIRAMAR BEACH, FLORIDA 202.288.0505

> KATE HARTH BRICK, NEW JERSEY 917.538.4018

PARTI

PURPOSE

Bring together **all** the sales positions within Okaloosa County in an environment that is collaborative and instills a unified approach with tools to meet the needs of the changing markets, discerning clients and ultimately, gains revenues for all members/partners.

OBJECTIVES

- 1. Prepare all Okaloosa County sales positions to better rival competitors.
- 2. Introspective deep dive into what barriers the team faces in winning the business.
- 3. Provide a foundation that builds upon their confidence and courage to take on "thoughtful risk taking."
- 4. Impart the idea and importance of a team's understanding and implementation of sales techniques and processes that is balanced with a natural and uncomplicated sales style.
- 5. How to quote price and **negotiate with confidence** and not leave any money on the table.
- 6. Overcome obstacles and build confidence to **ask for the business** across all market segments and divisions.
- 7. The importance of each person's **Personal Brand** and developing a Personal Brand Promise.

PART II

PURPOSE

Build on existing relationships and create a stronger sense of understanding for one another as individuals and as a cohesive team.

OBJECTIVES

- 1. Create an environment of openness, honesty, trust and vulnerability.
- 2. Establish guidelines and commitments to the team from everyone.
- 3. Create an Internal Sales Culture who are we, what is our responsibility and how do we want to be perceived?
- 4. Have fun.

OUTLINE OF WORK

Pre-Work

N/C

- Research competitive set and design program foundations and role plays specific to Okaloosa County and the different types of sales within Okaloosa County.
- Work with Director of Destin-Fort Walton Beach CVB and General Manager of the Destin-Fort Walton Beach Convention Center to gain more insight into the county, properties and any hindrances, etc. that are prevalent in conducting the sales training.

Level 1-Selling in A Client Centric Environment

One and one-half days of sales training which will accomplish the agreed upon objectives.

- **Client Centric Enviro**nment Building a foundation that supports and upholds the focus that the client is focus and we are identifying their needs and wants.
- Brass Tacks Expansion of core skills which are needed throughout the sales progression. By practicing basics, honing these skills, and becoming an expert in these areas, individuals will increase their conversions, resulting in innate skills used for every sales conversation. How to use social media to increase your funnel
- The Sales Process Progression We identify the progression from the opening of the sales call to closing including the critical aspect of qualifying the client/business. We will introduce you to the CCW process endorsed by planners and buyers globally. We will discuss the differences between concluding and closing and the art of discussing price as well as smarter ways to negotiate.
- **Now...Real Life** We will discuss real life challenges and how to use these new tools to positively overcome these obstacles and close the deal.
- **Personal Branding** Understanding that your Personal Brand is your key differentiator in the market and how to define your Personal Brand Promise.

Level 2-Selling Dynamically

One and one-half days of sales training which will accomplish the agreed upon objectives.

- Level 1 Refresh-Ensure that all attendees have mastered the A-Ha Moments for Level 1.
- **Building Your Social Network and Sales Funnel**-Building the community of social networks with focus on LinkedIn and how to use it to cultivate leads and potential accounts.
- Account Deep Dive and the Power of Knowledge-Strategic work on accounts with SMART Goals, values of an account and determining actions for that account.
- **Next Level Negotiation**-New skills that put the account owner in the driver's seat during the negotiation process. Every dollar counts!
- Value Proposition-Every hotel, every market and every segment are different, and all sales managers need to be able to articulate the value and differentiation.
- Personal Brand Promise to Brand Voice-Brining your personal brand into your thoughts, actions and words.

Level 3-Bringing Sales to The Next Level

One and one-half days of sales training which will accomplish the agreed upon objectives. This is a continuation to the previously conducted sales training and will be the first time it is offered in Okaloosa County.

- How Your Clients are Changing-You clients are changing and the way they want to buy has changed as well. How do you tailor your messaging to the client's needs?
- Competitive Advantage and Differentiation-How to turn your differentiators into an advantage that your competition can't say or use.
- Understanding the Gap Between "The Now" and "The Desired"- Deeper Dive into the CCW sales progression and understanding the "desire" and the "emotion."
- Advanced Prospecting-Next steps for LinkedIn and more Google shortcuts. Easy ways to find new contacts and how to reach them.
- Next Level and 8 Laws of Negotiations-Law by Law discussion on all angles of negotiation. How do both parties leave feeling good?
- Sharing Your Voice and Presentation Skills-The in-depth guide on what makes a powerful presentation and represents your product in the best way possible.

Proposed Pricing and Dates for 2022

Price-\$12,000 for each class plus travel fee of \$2,500 for out-of-town trainer. Total cost is \$38,500

Dates-

Level 1-

9/12-8:30-4:30

9/13-8:30-11:30

Level 2-

9/13-1:00-4:30

9/14-8:30-4:30

Level 3-

9/15-8:30-4:30

9/16-8:30-11:30

Proposed Pricing for Multi-Year Agreement

Dynamic Sales Solutions would offer Destin-Fort Walton Beach CVB an inclusive price of \$33,250 a year (beginning 2022 and including 2023 and 2024) for a three-year commitment.

THE DSS PHILOSOPHY

Kate and Scott have extensive background in the sales area with strong leadership life and training experience. We have worked on property, overseen extensive sales teams and global sales organizations; we have worked as Directors of Sales & Marketing and can understand and empathize with the "real life" challenges and frustrations that face your sales teams daily. We can best identify with their daily constraints due to walking in their shoes and knowing the markets they are in as well as the types of hotels they are tasked with selling. Our knowledge in all segments as well as specialty segments affords us the unique opportunity to "understand their world" and together, come up with avenues to achieve better results.

Our approach is candid yet compassionate, our expectations of involvement from the participants are intense yet introspective and our commitment to you, as our client, is our pursuit of your overwhelming satisfaction and a long-term relationship.

We will create an environment which is fun, open and nonjudgmental yet we will push them as individuals and as a team to understand their critical importance to their stakeholders, (owners, clients, guests, each other, their properties and Okaloosa County and most importantly- the employees of Okaloosa County).

NOT "ABOUT US"

It's about you, your teams and the individuals that give your organization its potential. Our focus is on enhancing your team's tools and skills; infusing energy, enthusiasm and a high-performance culture into your company. Your team will leave our training with a fresh approach and outlook to power their efforts. Often submerged in the day-to-day crush of scheduling and to-do's, your team has a wellspring of drive and innovation that our creative, high-energy approach reaches — and teaches them how to use it.

Your county has an unfair advantage over your competitors. We help you hone it to a superpower that generates action and results.

WE "GET IT"

We do our research and come prepared, armed with muscular tools and creative solutions. No Sales 101 generalities soft-balled at your team in hopes that we strike a rich vein of enlightenment.

With our pre-work activities, we will know about your organization, its goals and its culture. We talk specifics. But just as importantly, we listen. Our collaborative approach yields extraordinary results. Discussions about real life challenges and how to handle them are an important part of helping your organization break through to the top of the competitive landscape. Expect that your key clients — or those you would like to be key clients — will be woven into our training.

Warmest regards,

Kate and Scott



Attachment "B" Insurance Requirements

GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 01/2/2019

CONTRACTORS INSURANCE

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

WORKERS' COMPENSATION INSURANCE

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

Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.

- 2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
- 3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

BUSINESS AUTOMOBILE LIABILITY

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

COMMERCIAL GENERAL LIABILITY INSURANCE

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

INSURANCE LIMITS OF LIABILITY

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

T TMTT

1.	Workers' Compensation 1.) State 2.) Employer's Liability	Statutory \$500,000 each accident
2.	Business Automobile	\$1,000,000 each accident (A combined single limit)
3.	Commercial General Liability	\$1,000,000 each occurrence for Bodily Injury & Property Damage \$1,000,000 each occurrence Products and completed operations
4.	Personal and Advertising Injury	\$1,000,000 each occurrence

NOTICE OF CLAIMS OR LITIGATION

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

INDEMNIFICATION & HOLD HARMLESS

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

CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.

- 2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10 days' prior written notice if cancellation is for nonpayment of premium).
- 3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
- 4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
- 5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
- 6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.
- 7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.
- 8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

GENERAL TERMS

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

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

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

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

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

EXCESS/UMBRELLA INSURANCE

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



Attachment "C" Civil Rights Clauses



Attachment "C"

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).



Attachment "D" Scrutinized Contractors Certificate

VENDORS ON SCRUTINIZED COMPANIES LISTS

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

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

DATE: 6/29/2027 SIGNATURE: Sent Museum

COMPANY: Dynamic Sales John Forn NAME: Scott RUSSell

ADDRESS: 120 Botany Blad (Typed or Printed)

Santa Rosa Beach, FATITLE: Partner

Banta Rosa Beach, FATITLE: Scott d dynamic sales solutions

Inc. Com

PHONE NO .: 202 288 05 05

GUIDED INSURANCE SOLUTIONS, LLC DBA AFFORDABLE HOME INSURANCE, LLC 42 BUSINESS CENTRE DRIVE, SUITE 401

2 BUSINESS CENTRE DRIVE, SUITE 401 MIRAMAR BEACH, FL 32459

> Phone: (850) 654-1567 Fax: (850) 654-4124

To: SCOTT RUSSELL

* BINDER *

02/17/2022

Renewal Of: NEW

From: Warren Schott

warren.schott@ahiff.com

Insured: SCOTT RUSSELL

Mailing 120 BOTANY BLVD

Address: SANTA ROSA BEACH, FL 32459

NOTE: This policy will be billed by the Company in 1 installment. Do not bill or collect the down payment.

Next year's renewal is set up to be Direct Billed.

Thank you for your order to bind. We appreciate your business! We have bound the below coverage. Policy to Follow Shortly

POLICY INFORMATION

Policy Number:	SP 1576946	
Policy Period:	02/17/2022 to 02/17/2023	
Carrier:	United States Liability Insurance Company	
Status:	Admitted	
A.M. Best Rating:	A++ (Superior) - XII	
COVERAGE PART	PREMIUM	
Specified Professions Professional Liability Errors And Omissions	\$670.00	
Each Claim Limit	\$1,000,000	
Annual Aggregate Limit	\$1,000,000	
Deductible	\$0	
Retroactive Date	2/17/2022	

APPLICABLE FORMS & ENDORSEMENTS

The following forms apply to the Specified Professions Professional Liability Errors And Omissions coverage part

CONSA (06/19)	Specified Professions Professional Liability Application	Jacket FL 12/19	Policy Jacket
MSP 09/13	Micro Pro Liability Coverage Form	MSP 210 09/13	Retroactive Date Endorsement
MSP 211 09/13	Professional Services Exclusion Endorsement	MSP 215 09/13	Marketing Consultant Endorsement
MSP 260 09/13	Certain Professional Services Exclusion	MSP 283 09/13	Pro Security Plus Endorsement
MSP 288 06/14	Professional Services Limitation	MSP 289 06/14	Specified Person Or Entity Exclusion Endorsemen
MSP 298 07/17	Privacy Breach Expense and Defense of Regulatory Claims Endorsement		