

CS-20-271

**CONTRACT APPROVAL FORM**

(Contract Management Use only)

**CONTRACT TRACKING NO.  
CM3034**

**CONTRACTOR INFORMATION**

Name: Government Services Group (GSG)  
 Address: 1500 Mahan Drive, Suite 250, Tallahassee, Florida 32308  
City State Zip  
 Contractor's Administrator Name: David Jahosky Title: Vice President  
 Tel#: (850) 681-3717 Fax: \_\_\_\_\_ Email: djahosky@govserv.com

**CONTRACT INFORMATION**

Contract Name: Contract for Professional Services for Nassau Co., FL Contract Value: \$19,500.00  
 Brief Description: Contract to assist Nassau County with redistricting services  
 Contract Dates : From: Execution to: 11/31/21 Status:  New  Renew  Amend#  WA/Task Order  
 How Procured:  Sole Source  Single Source  ITB  RFP  RFQ  Coop.  Other Professional Services

**If Processing an Amendment:**

Contract #: \_\_\_\_\_ Increase Amount of Existing Contract: \_\_\_\_\_  
 New Contract Dates: \_\_\_\_\_ to \_\_\_\_\_ TOTAL OR AMENDMENT AMOUNT: \_\_\_\_\_

**APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6**

- |    |   |                          |   |
|----|---|--------------------------|---|
| 1. | <u>Taco E. Popey AICP</u><br>Department Head Signature          | <u>8/6/2021</u><br>Date  | <u>County Manager's Office</u><br>Submitting Department |
| 2. | <u>[Signature]</u><br>Procurement                               | <u>8/6/2021</u><br>Date  | <u>01121512-531000</u><br>Funding Source/Acct #         |
| 3. | <u>Megan Diehl</u><br>Office of Management & Budget             | <u>8/9/2021</u><br>Date  |   |
| 4. | <u>Michael S. Mullin</u><br>County Attorney/Contract Management | <u>8/10/2021</u><br>Date |   |

Comments: \_\_\_\_\_

**COUNTY MANAGER – FINAL SIGNATURE APPROVAL**

Taco E. Popey AICP 8/10/2021  
 Taco Pope Date

**RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:**

- Original: Clerk's Services; Contractor (original or certified copy)  
 Copy: Department  
 Procurement  
 Office of Management & Budget  
 County Attorney/Contract Management  
 Clerk Finance

**CONTRACT FOR PROFESSIONAL SERVICES**  
**FOR NASSAU COUNTY, FLORIDA**

**THIS AGREEMENT** made and entered into this 6<sup>th</sup> day of August \_\_\_\_\_ 2021, by and between the **Board of County Commissioners of Nassau County**, a political subdivision of the State of Florida, hereinafter referred to as "County", and **Government Services Group, Inc.**, located at 1500 Mahan Drive, Suite 250, Tallahassee Florida 32308, hereinafter referred to as "Consultant":

**WHEREAS**, County desires to obtain professional services to assist the County in providing redistricting assistance services. Said services are more fully described in the *Work Plan*, Appendix "A", which is attached hereto and incorporated herein; and

**WHEREAS**, County has determined that the Consultant's services are necessary based upon statutory requirements; and

**WHEREAS**, Consultant desires to render certain professional services as described in the *Work Plan*, and has the qualifications, experience, staff and resources to perform those services; and

**NOW THEREFORE**, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

**ARTICLE 1 - EMPLOYMENT OF CONSULTANT**

County hereby agrees to engage Consultant, and Consultant hereby agrees to perform the services set forth in the *Work Plan*.

**ARTICLE 2 - SCOPE OF SERVICES**

2.1 Consultant shall provide professional services in accordance with the *Work Plan*.

**ARTICLE 3 - THE COUNTY'S RESPONSIBILITY**

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Except as provided in the *Work Plan*, County's responsibilities are to furnish required information, services, render approvals and decisions as necessary for the orderly progress of Consultant's services. County hereby designates the Assistant County Manager to act on County's behalf with respect to the *Work Plan*. The Assistant County Manager, under the supervision of the County Manager, shall have complete authority to transmit instructions, receive information, interpret and define County's policies and decisions with respect to materials, elements and systems pertinent to Consultant's services.

#### **ARTICLE 4 - TERM OF AGREEMENT**

The term of this Agreement shall be from the date of execution and terminate on November 30, 2021. The term of this Agreement may be extended upon mutual written agreement between both parties. Any extension of the term under this Agreement shall be in one (1) year increments, unless otherwise agreed to by the parties, and shall be in County's best interest and sole discretion. Any agreement or amendment to the Agreement shall be subject to fund availability and mutual written agreement between County and Consultant.

#### **ARTICLE 5 - COMPENSATION**

**5.1** Consultant shall be compensated at a fixed fee of \$19,500.00 in accordance with the *Work Plan*. The fee includes travel expenses for up to three (3) on-site visits to the County and out of pocket expenses.

**5.2** Consultant shall submit an updated *Work Plan* for approval by the Assistant County Manager at the beginning of each contract extension.

**5.3** Consultant shall prepare and submit to the Assistant County Manager, for approval, an invoice for the services rendered as outlined in the *Work Plan*. A copy of

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all invoices shall also be provided to invoices@nassaucountyfl.com. Invoices for services shall be paid within forty-five (45) days, in accordance with the Florida Prompt Payment Act. All invoices shall be accompanied by a report or statement identifying the nature of the work performed, the hours required and compensation for the work performed. The report or statement shall show a summary of fees. County reserves the right to withhold payment to Consultant for failure to perform the work in accordance with the provisions of this Agreement, and County shall promptly notify Consultant if any invoice or report is found to be unacceptable and will specify the reasons therefor.

**5.4** All representation, indemnifications, warranties and guaranties made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment and termination or completion of this Agreement.

**5.5** Final Invoice: In order for both parties herein to close their books and records, Consultant will clearly state "Final Invoice" on Consultant's final/last billing to County. This indicates that all services have been performed and all charges and costs have been invoiced to County and that there is no further work to be performed on the specific project.

## **ARTICLE 6 - STANDARD OF CARE**

Consultant shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily provided by a professional under similar circumstances and Consultant shall, at no additional cost to the County, re-perform services which fail to satisfy the foregoing standard of care.

## **ARTICLE 7 - DOCUMENTS**

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The documents which comprise this Agreement between County and Consultant are attached hereto and made a part hereof and consist of the following:

- 7.1 This Agreement;
- 7.2 *Work Plan* attached hereto Attachment "A";
- 7.3 *Certificate of Insurance* attached hereto as *Exhibit "1"*
- 7.4 Any work authorizations, written amendments, modifications or addenda to this Agreement.

**ARTICLE 8 - EQUAL OPPORTUNITY EMPLOYMENT**

In connection with the work to be performed under this Agreement, Consultant agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity statutes and regulations.

**ARTICLE 9 - INDEMNIFICATION**

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

**ARTICLE 10 - INDEPENDENT CONSULTANT**

Consultant undertakes performance of the services as an independent consultant under this Agreement and shall be wholly responsible for the methods of performance. County shall have no right to supervise the methods used, but County shall have the right to observe such performance. Consultant shall work closely with County in performing services under this Agreement.

**ARTICLE 11 – EXTENT OF AGREEMENT**

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**11.1** This Agreement represents the entire and integrated agreement between County and Consultant and supersedes all prior negotiations, representations, or agreement, either written or oral.

**11.2** This Agreement may only be amended, supplemented, modified, changed or canceled by a duly executed written instrument.

#### **ARTICLE 12 - COMPLIANCE WITH LAWS**

In performance of the services, Consultant will comply with applicable regulatory requirements including federal, state, and local laws, rules regulations, orders, codes, criteria and standards.

#### **ARTICLE 13 - INSURANCE**

Consultant shall maintain such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance as is detailed in Exhibit "1" and as is appropriate for the services being performed hereunder by Consultant, its employees or agents.

#### **ARTICLE 14 – ACCESS TO PREMISES**

County shall be responsible for providing access to all project sites (if required), and for providing project-specific information.

#### **ARTICLE 15 - TERMINATION OF AGREEMENT**

**15.1 Termination for Convenience:** This Agreement may be terminated by County for convenience, upon thirty (30) days of written notice to Consultant. In such event, Consultant shall be paid its compensation for services performed prior to the termination date. In the event that Consultant abandons this Agreement or causes it to be terminated, Consultant is liable to County for all loss pertaining to this termination.

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**15.2 Default by Consultant:** In addition to all other remedies available to County, County may terminate this Agreement for cause should Consultant neglect, fail to perform, or observe any of the terms, provisions, conditions, or requirements herein contained. Prior to termination, County shall provide written notice of the specific conditions warranting default, and County shall allow thirty (30) days for Consultant to cure.

#### **ARTICLE 16 - NONDISCLOSURE OF PROPRIETARY INFORMATION**

Consultant shall consider all information provided by County and all reports, studies, calculations, and other documentation resulting from Consultant's performance of the services to be proprietary unless such information is available from public sources. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of County or in response to legal process.

#### **ARTICLE 17 – UNCONTROLLABLE FORCES**

**17.1** Neither County nor Consultant shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to uncontrollable forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "uncontrollable forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage and governmental actions.

**17.2** Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and

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which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

#### **ARTICLE 18 - GOVERNING LAW AND VENUE**

This Agreement shall be governed by the laws of the State of Florida. All legal action necessary to enforce the Agreement will be held in Nassau County, Florida.

#### **ARTICLE 19 - MISCELLANEOUS**

**19.1 Non-waiver:** A waiver by either County or Consultant of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

**19.2 Severability:** Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

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**19.3 Public Records:** County is a public agency subject to Chapter 119, Florida Statutes. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6010, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, YULEE, FLORIDA 32097. Under this Agreement, to the extent that Consultant is providing services to County, and pursuant to section 119.0701, Florida Statutes, Consultant shall:

a. Keep and maintain public records required by the public agency to perform the service.

b. Upon request from the public agency's custodian of public records, provide the public agency 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 this chapter 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 agreement term and following completion of the Agreement if Consultant does not transfer the records to the public agency.

d. Upon completion of the Agreement, transfer, at no cost, to the public agency all public records in possession of Consultant or keep and maintain public records required by the public agency to perform the service. If Consultant transfers all public records to the public agency upon completion of the contract, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public

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records upon completion of the Agreement, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon 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.

**19.4** The provisions of this section shall not prevent the entire Agreement from being void should a provision, which is of the essence of the Agreement, be determined to be void.

#### **ARTICLE 20 - SUCCESSORS AND ASSIGNS**

County and Consultant each binds itself and its director, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives.

#### **ARTICLE 21 - CONTINGENT FEES**

Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

#### **ARTICLE 22 - OWNERSHIP OF DOCUMENTS**

Consultant shall be required to work in harmony with other consultants relative to providing information requested in a timely manner and in the specified form. All documents, records, disks, original drawings, or other information shall become the

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property of the County upon completion for its use and distribution as may be deemed appropriate by County.

**ARTICLE 23 - FUNDING**

The funding for the expenditures, pursuant to Work Authorizations, are available in the current fiscal year. The funding shall not require any additional budget appropriation by the County Commission of the County of Nassau.

**ARTICLE 24 - NOTICE**

24.1 Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

**COUNTY**

Nassau County Assistant County Manager  
96135 Nassau Place, Suite 1  
Yulee, Florida 32097  
904-530-6010  
[meyerman@nassaucountyfl.com](mailto:meyerman@nassaucountyfl.com)

With a copy to the County Attorney at:

96135 Nassau Place, Suite 6  
Yulee, Florida 32097  
(904) 530-6100  
[contracts@nassaucountyfl.com](mailto:contracts@nassaucountyfl.com)

With a copy to the Procurement Manager at:

96135 Nassau Place, Suite 2  
Yulee, Florida 32097  
(904) 530-6040  
[procurement@nassaucountyfl.com](mailto:procurement@nassaucountyfl.com)

**CONSULTANT:**

David Jahosky  
Government Services Group, Inc.

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1500 Mahan Drive  
Suite 250  
Tallahassee, Florida 32308  
(850) 681-3717  
[Djahosky@govserv.com](mailto:Djahosky@govserv.com)

**24.2** Notices shall be effective when received at the address specified above. Changes in the respective addresses to which such notice may be directed may be made from time to time by any party by written notice to the other party. Email and facsimile are acceptable notice effective when received, however, notices received (i.e.; printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

**24.3** Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Consultant and County.

## **ARTICLE 25 - DISPUTE RESOLUTION**

**25.1** County may utilize this section, at their discretion, as to disputes regarding contract interpretation. County may send a written communication to Consultant by email, overnight mail, UPS, FedEx, or certified mail. The written notification shall set forth County's interpretation of the Agreement. A response shall be provided in the same manner prior to the initial meeting with the County Manager. This initial meeting shall take place no more than twenty (20) days from the written notification of the dispute addressed to Consultant. Consultant should have a representative, at the meeting that can render a decision on behalf of Consultant.

**25.2** If there is no satisfactory resolution as to the interpretation of the Agreement, the dispute may be submitted to mediation in accordance with mediation

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rules as established by the Florida Supreme Court. Mediators shall be chosen by County and the cost of mediation shall be borne by Consultant. Consultant shall not stop work during the pendency of mediation or dispute resolution.

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

**BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA**

Taco E. Pope, AICP  
TACO E. POPE, AICP, County Manager  
Its: Designee  
Date: 8/10/2021

**GOVERNMENT SERVICES GROUP, INC.**

David G. Jahosky  
By: David G. Jahosky  
Its: Vice President  
Date: 8/10/2021

## Appendix A Work Plan

<b>Consultant:</b>	Government Services Group, Inc. (GSG)
<b>Contact Name:</b>	David Jahosky
<b>Contact Number:</b>	850-681-3717
<b>Email:</b>	djahosky@govserv.com

This Work Plan describes the services provided by GSG to Nassau County for Redistricting Assistance Services. The services to be provided under this Work Plan are as follows:

**ARTICLE 1. Services Described as:** GSG shall assist the County in carrying out the following tasks:

- Task I. Meet with key staff (County Manager's Office, Supervisor of Elections, Information Technology, and others denoted by the County Manager) to discuss the project and demographic information needed by the County. GSG will confirm with the County the criteria in reviewing and assisting the County in preparing the dataset and map. GSG recommends reviewing the typical information used for this type of analysis:
- a. Population
  - b. Race
  - c. Age
  - d. Man-made or natural boundaries
  - e. City or other municipal boundaries
  - f. Neighborhoods,
  - g. Outline/shape of current Commission Districts
  - h. Other criteria noted by the County or Supervisor of Elections offices
- Task II. Assist the County is developing the database for the analysis using the criteria noted in Task I. GSG will use the 2010 Census data for Nassau County and update the data based on the changes noted in the 2020 Census.
- Task III. Assist the County in updating the existing GIS information based on changes from Tasks I and II, respectively.
- Task IV. Assist the County in preparing proposed maps. Maps will be created within acceptable tolerances to help ensure the revised boundary lines conform to County or State requirements. GSG assumes the County will provide legal analysis of the documents to ensure legal compliance.

### ARTICLE 2. Time Schedule

GSG shall begin upon execution of this Work Plan and shall complete all work by 11/30/2021.

### ARTICLE 3. Deliverables

As part of this Project, GSG will provide the following deliverables:

- GIS or shapefile format at the 2020 Census Block level of geography.
- Block level results summarized by Commission District.
- Narrative Report outlining the approach, project findings, observations, and recommendations, as applicable.
- Prepare 3 initial maps for input, then create the final map with the revised boundaries.

### ARTICLE 4. Budget

The Consultant will perform the scope of services outlined herein for a fixed fee of \$19,500. GSG will invoice the County as follows:

September 1, 2021: \$4,875  
October 1, 2021: \$4,875  
November 1, 2021: \$4,875  
December 1, 2021: \$4,875

The fee includes travel expenses for up to three (3) on-site visits to the County and out of pocket expenses. The on-site visits includes up to 2 workshops and 1 Board meeting for adoption.



Exhibit "1"

GOVESER-01

MARA

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
6/17/2021

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).

<b>PRODUCER</b> Earl Bacon Agency, Inc. Post Office Box 12039 Tallahassee, FL 32317	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): <b>(850) 878-2121</b>		FAX (A/C, No): <b>(850) 878-2128</b>
	<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>			<b>NAIC #</b>
<b>INSURED</b> Government Services Group Inc. Kathy Lindsay 1500 Mahan Dr., #250 Tallahassee, FL 32308	<b>INSURER A : The Phoenix Insurance Company</b>		<b>25623</b>
	<b>INSURER B : Auto-Owners Insurance Company</b>		<b>18988</b>
	<b>INSURER C : The Travelers Indemnity Company</b>		<b>25658</b>
	<b>INSURER D : Zenith Insurance Company</b>		<b>13269</b>
	<b>INSURER E : Scottsdale Indemnity Company</b>		
<b>INSURER F :</b>			

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

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

INSR 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 <b>X Total Gen Agg 10,000</b> GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	x	x	6807521H602	11/1/2020	11/1/2021	EACH OCCURRENCE \$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 2,000,000
							GENERAL AGGREGATE \$ 4,000,000
							PRODUCTS - COM/PO/AGG \$ 4,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	x	x	4853169600	9/1/2020	9/1/2021	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 DED <input checked="" type="checkbox"/> RETENTION \$ 5,000	x	x	CUP2431Y9141942	11/1/2020	11/1/2021	EACH OCCURRENCE \$ 10,000,000
							AGGREGATE \$
							Aggregate \$ 10,000,000
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	x	Z134103505	3/17/2021	3/17/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Crime			6807521H602	11/1/2020	11/1/2021	50,000
E	Professional			EKI3342637	8/12/2020	8/12/2021	Retention \$15,000 5,000,000

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

<b>CERTIFICATE HOLDER</b>  Nassau County Board of County Commissioners 96135 Nassau Place Suite 2 Yulee, FL 32097	<b>CANCELLATION</b>  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 

POLICY NUMBER: 680-7521H602-20-42

COMMERCIAL GENERAL LIABILITY  
ISSUE DATE: 09/04/2020**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****XTEND ENDORSEMENT FOR SMALL BUSINESSES**

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. 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.

- |   |  |
|---|--|
| <p><b>A. Who Is An Insured – Unnamed Subsidiaries</b></p> <p><b>B. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees And Co-Volunteer Workers</b></p> | <p><b>C. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies</b></p> <p><b>D. Incidental Medical Malpractice</b></p> <p><b>E. Blanket Waiver Of Subrogation</b></p> |
|---|--|

**PROVISIONS****A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES**

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

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;

- b. An organization other than a partnership, joint venture or limited liability company; or

- c. A trust;

as indicated in its name or the documents that govern its structure.

**B. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES AND CO-VOLUNTEER WORKERS**

The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" while performing duties related to the conduct of your business.

**C. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES**

1. The following replaces the first sentence of Paragraph 3. of **SECTION II – WHO IS AN INSURED**:

Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if

## COMMERCIAL GENERAL LIABILITY

there is no other similar insurance available to that organization.

2. The following replaces the last sentence of Paragraph 3. of **SECTION II – WHO IS AN INSURED**:

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization other than a partnership, joint venture or limited liability company; or

- c. A trust;

as indicated in its name or the documents that govern its structure.

**D. INCIDENTAL MEDICAL MALPRACTICE**

1. The following replaces Paragraph b. of the definition of "occurrence" in the **DEFINITIONS** Section:

- b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist, occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or
- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the

scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

**Sale Of Pharmaceuticals**

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

**E. BLANKET WAIVER OF SUBROGATION**

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**,

COMMERCIAL GENERAL LIABILITY

of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

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 and advertising injury" caused by an offense that is committed;  
subsequent to the execution of the contract or agreement.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY



**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 anyone not named in the Schedule.

Schedule

**Person Or Organization**

ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 03/17/2021  
Insured GOVERNMENT SERVICES GROUP, INC  
Policy No. Z134103505 FSMG  
Policy Period 03/17/2021 To 03/17/2022  
Issued On 01/19/2021

ZENITH INSURANCE COMPANY - 13145

PRESIDENT

At Orlando, FL

WC-00-03-13  
(Ed. 04-84)

Endorsement No. 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE - BLANKET COVERAGE

This endorsement modifies insurance provided under the following:

### COMMERCIAL AUTO POLICY

**SECTION II - COVERED AUTOS LIABILITY COVERAGE** is amended. The following provision is added. Any person or organization is an **insured** for Covered Autos Liability Coverage, but only to the extent that

person or organization qualifies as an **insured** under **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 1. Who Is An Insured.**

All other policy terms and conditions apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## WAIVER OF OUR RIGHT TO RECOVER PAYMENTS (WAIVER OF SUBROGATION) - BLANKET

This endorsement modifies insurance provided under the following:

### COMMERCIAL AUTO POLICY

**SECTION V CONDITIONS, A. LOSS CONDITIONS** is amended. **5. Our Right to Recover Payments** is deleted and replaced by the following condition.

#### 5. Our Right to Recover Payments

If we make a payment under this policy and the person to or for whom payment is made has a right to recover damages from another, we will be entitled to that right. That person shall do everything necessary to transfer that right to us and do nothing to prejudice it.

However, we waive our right to recover payments made for **bodily injury or property damage**:

- a. Covered by the policy; and
- b. Arising out of the operation of **autos** covered by the policy, in accordance with the terms and conditions of a written contract between you and such person or entity

only if such rights have been waived by the written contract prior to the **accident or loss** which caused the **bodily injury or property damage**.

All other policy terms and conditions apply.

POLICY NUMBER: 680-7521H602-20-42

COMMERCIAL GENERAL LIABILITY  
ISSUE DATE: 09/04/2020

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

## **ADDITIONAL INSURED-DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Name of person or organization:**

**Nassau County Board Of  
County Commissioners**

**96135 Nassau Place Suite 2  
Yulee, FL 32097**

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your acts or omissions.

POLICY NUMBER: 680-7521H602-20-42

ISSUE DATE: 09/04/2020

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

## **DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION OR NONRENEWAL PROVIDED BY US**

This endorsement modifies insurance provided under the following:

**ALL COVERAGE PARTS INCLUDED IN THIS POLICY**

### **SCHEDULE**

**CANCELLATION:** Number of Days Notice: 45

**WHEN WE DO NOT RENEW (Nonrenewal):** Number of Days Notice: 45

**PERSON OR**

**ORGANIZATION:** Nassau County Board of County Commissioners

**ADDRESS: 96135 Nassau Place Suite 2  
Yulee, FL 32097**

### **PROVISIONS**

**A.** If we cancel this policy for any legally 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 such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

**B.** If we do not renew this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for When We Do Not Renew (Nonrenewal) in the Schedule above, we will mail notice of nonrenewal to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for When We Do Not Renew (Nonrenewal) in such Schedule before the effective date of nonrenewal.

POLICY NUMBER: 680-75218602-20-42

COMMERCIAL GENERAL LIABILITY  
ISSUE DATE: 09/04/2020

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

**SCHEDULED ADDITIONAL INSURED**  
**(Includes Products-Completed Operations If Required By Contract)**

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

**SCHEDULE OF ADDITIONAL INSUREDS AND COVERED OPERATIONS**

**NAME OF PERSON OR ORGANIZATION:**

**Nassau County Board Of County Commissioners**

**96135 Nassau Place Suite 2  
Yulee, FL 32097**

**PROJECT/LOCATION OF COVERED OPERATIONS:**

**PROVISIONS**

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

Any person or organization shown in the Schedule Of Additional Insureds And Covered Operations that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" on or for the project, or at the location, shown in the Schedule Of Additional Insureds And Covered Operations, to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.
- b. The insurance provided to such additional insured does not apply to:
  - (1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

## COMMERCIAL GENERAL LIABILITY

- (a) 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
    - (b) Supervisory, inspection, architectural or engineering activities.
  - (2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.
- c. The additional insured must comply with the following duties:
- (1) 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:
    - (a) How, when and where the "occurrence" or offense took place;
    - (b) The names and addresses of any injured persons and witnesses; and
    - (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.
  - (2) If a claim is made or "suit" is brought against the additional insured:
    - (a) Immediately record the specifics of the claim or "suit" and the date received; and
    - (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
  - (3) 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.
  - (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

POLICY NUMBER: 680-7521H602-20-42

COMMERCIAL GENERAL LIABILITY  
ISSUE DATE: 09/04/2020

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

**SCHEDULED ADDITIONAL INSURED**  
**(Includes Products-Completed Operations If Required By Contract)**

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

**SCHEDULE OF ADDITIONAL INSUREDS AND COVERED OPERATIONS**

**NAME OF PERSON OR ORGANIZATION:**

Nassau County Board of County Commissioners  
96135 Nassau Place Suite 2  
Yulee, FL 32097

**PROJECT/LOCATION OF COVERED OPERATIONS:**

**PROVISIONS**

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

Any person or organization shown in the Schedule Of Additional Insureds And Covered Operations that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" on or for the project, or at the location, shown in the Schedule Of Additional Insureds And Covered Operations, to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.
- b. The insurance provided to such additional insured does not apply to:
  - (1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

## COMMERCIAL GENERAL LIABILITY

- (a) 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
    - (b) Supervisory, inspection, architectural or engineering activities.
  - (2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.
- c. The additional insured must comply with the following duties:
- (1) 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:
    - (a) How, when and where the "occurrence" or offense took place;
    - (b) The names and addresses of any injured persons and witnesses; and
    - (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.
  - (2) If a claim is made or "suit" is brought against the additional insured:
    - (a) Immediately record the specifics of the claim or "suit" and the date received; and
    - (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
  - (3) 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.
  - (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

58503 (1-15)

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

## **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

**COMMERCIAL AUTO POLICY**

**SECTION II - COVERED AUTOS LIABILITY COVERAGE** is amended. The following provision is added. Each person or organization shown in the Schedule is an **Insured for Covered Autos Liability Coverage**, but only to the extent that person or organization qualifies as

an **insured** under **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 1. Who Is An Insured.**

All other policy terms and conditions apply.

**Name Of Person(s) or Organization(s):**

Nassau County Board of County Commissioners

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

Agency Code 22-0009-00

Policy Number 48-531-696-00

59495 (8-11)

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

**CANCELLATION OR NONRENEWAL  
DESIGNATED PERSON(S) OR ORGANIZATION(S)  
OTHER THAN THE NAMED INSURED**

It is agreed:

This policy is subject to the following condition:

If this policy is canceled or nonrenewed, the designated person(s) or organization(s) shown in the SCHEDULE below shall be notified at least:

1. 10 days prior to the effective date of cancellation if we cancel for nonpayment of premium; or
2. The number of days shown in the SCHEDULE prior to the effective date if we cancel for any other reason.

If the law of the state in which notice is mailed to requires a longer notice period, we will comply with those requirements.

<b>SCHEDULE</b>	
<b>Number of Days Notice</b> <u>030</u>	
<b>Name Of Designated Person(s) Or Organization(s)</b> Nassau County Board of County Commissioners	<b>Mailing Address</b> 96135 Nassau Place Suite 2  Yulee, FL 32097

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

All other policy terms and conditions apply.