**EXHIBIT C**

**INDEMNIFICATION**

Recipient and its subsidiaries (the “Indemnifying Party(ies)”) shall hold harmless, indemnify, and defend the City of Jacksonville and the City’s members, officers, officials, employees and agents (collectively, the “Indemnified Parties”) from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature, which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties for:

 1. General Tort Liability, for any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of the Indemnifying Parties that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Parties’ performance of the Agreement, operations, services or work performed hereunder; and

 2. Environmental Liability, to the extent this Agreement contemplates environmental exposures, arising from or in connection with any environmental, health and safety liabilities, claims, citations, clean-up or damages whether arising out of or relating to the operations, Services or other activities performed in connection with the Agreement; and

 3. Intellectual Property Liability, to the extent this Agreement contemplates intellectual property exposures, arising directly or indirectly out of any allegation that the Services, any product generated by the Services, or any part of the Services as contemplated in this Agreement, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding, the Services, any products generated by the Services, or any part of the Services, is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Parties shall, immediately, make every reasonable effort to secure within sixty (60) days for the Indemnified Parties a license, authorizing the continued use of the disputed part of the Service or product. If the Indemnifying Parties fail to secure such a license for the Indemnified Parties, then the Indemnifying Parties shall replace the disputed Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to the Indemnified Parties so that the Service or product is non-infringing.

 If an Indemnifying Party exercises its obligations under this Agreement, the Indemnifying Party will: (1) provide reasonable notice to the Indemnified Parties of the applicable claim or liability, and (2) allow the Indemnified Parties, at their own expense, to participate in the litigation of such claim or liability to protect their interests. **The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by, any insurance provided pursuant to the Agreement or otherwise. Such terms of indemnity shall survive the expiration or termination of the Agreement.** In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08, Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08, Florida Statutes, will be modified to comply with said statutes.

# **EXHIBIT D**

**INSURANCE REQUIREMENTS**

Without limiting its liability under this Agreement, prior to commencement of Services, Recipient shall procure at its sole expense, and at all times maintain during the Term of this Agreement (and Recipient shall require its contractors, subcontractors, laborers, materialmen and suppliers to provide, as applicable), insurance of the types and limits not less than amounts stated below:

**Insurance Coverages**

Schedule Limits

**Workers’ Compensation** Florida Statutory Coverage

**Employers’ Liability** $ 100,000 Each Accident

 $ 500,000 Disease Policy Limit

 $ 100,000 Each Employee/Disease

This insurance shall cover Recipient (and, to the extent they are not otherwise insured, its contractors and subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers’ Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers’ Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers’ Compensation Act, where appropriate, coverage is to be included for the Federal Employers’ Liability Act, USL&H and Jones, and any other applicable federal or state law.

**Commercial General Liability** $2,000,000 General Aggregate

$2,000,000 Products & Comp. Ops. Agg.

$1,000,000 Personal/Advertising Injury

 $1,000,000 Each Occurrence

$ 50,000 Fire Damage

$ 5,000 Medical Expenses

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the City’s Office of Risk Management. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

**Automobile Liability** $1,000,000 Combined Single Limit

(Coverage for all automobiles, owned, hired or non-owned used in performance of the Services)

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

**Professional Liability** $1,000,000 per Claim

$2,000,000 Aggregate

Any entity hired to perform professional services as a part of this Agreement shall maintain professional liability coverage on an Occurrence Form or a Claims Made Form with a retroactive date to at least the Effective Date of this Agreement and with a three (3) year reporting option beyond the annual expiration date of the policy.

**Sexual Molestation** $1,000,000 Per Claim

$2,000,000 Aggregate

(Only if program includes direct supervision of children, special needs, and/or senior citizens)

Sexual Molestation Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date to at least the Effective Date of this Agreement. If provided on a Claim Made Form, the coverages must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

**Additional Insurance Provisions**

1. Additional Insured. All insurance except Workers’ Compensation shall be endorsed to name the City of Jacksonville and the City’s members, officials, officers, employees and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and CG2037, Automobile Liability CA2048.
2. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter’s rights of subrogation in favor of the City of Jacksonville and its members, officials, officers, employees and agents.
3. Recipient’s Insurance Primary. The insurance provided by Recipient shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City of Jacksonville and/or any of the City’s members, officials, officers, employees and agents.
4. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Agreement shall remain the sole and exclusive responsibility of the named insured Recipient. Under no circumstances will the City and/or its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Agreement.
5. Provider’s Insurance Additional Remedy. Compliance with the insurance requirements of this Agreement shall not limit the liability of Recipient or its contractors, subcontractors, employees or agents to the City or others. Any remedy provided to the City or the City’s members, officials, officers, employees or agents shall be in addition to and not in lieu of any other remedy available under this Agreement or otherwise.
6. Waiver/Estoppel. Neither approval by the City nor its failure to disapprove the insurance furnished by Recipient shall relieve Recipient of Recipient’s full responsibility to provide insurance as required under this Agreement.
7. Certificates of Insurance. Recipient shall provide the City with certificates of insurance that show the corresponding City contract number in the description, if known, Additional Insureds, as provided above, and waivers of subrogation. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.
8. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes, or a company that is declared as an approved Surplus Lines carrier under Chapter 626, Florida Statutes. Such insurance shall be written by an insurer with an A.M. Best Rating of A-VII or better.
9. Notice. Recipient shall provide an endorsement issued by the insurer to provide the City with thirty (30) days’ prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not available, then Recipient, as applicable, shall so provide the City with the requisite thirty (30) days’ written notice of any change in the above coverages or limits, coverage being suspended, voided, cancelled, including expiration or non-renewal.
10. Survival. Anything to the contrary notwithstanding, the liabilities of Recipient under this Agreement shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.
11. Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City also be named as an Additional Insured.
12. Special Provisions. Prior to executing this Agreement, Recipient shall present this Agreement and **Exhibit C** and **Exhibit D** to its insurance agent affirming that: 1) the agent has personally reviewed the insurance requirements of the Agreement, and (2) the agent is capable (has proper market access) to provide the coverages and limits of liability required on Recipient’s behalf.