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3 **RESOLUTION NO. 2011-22**  
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5 **A RESOLUTION OF THE VILLAGE COMMISSION**  
6 **OF THE VILLAGE OF BISCAYNE PARK, FLORIDA**  
7 **AUTHORIZING THE VILLAGE MANAGER AND THE**  
8 **VILLAGE ATTORNEY TO NEGOTIATE AN AGREEMENT**  
9 **FOR DEBRIS REMOVAL AND DISASTER RECOVERY**  
10 **SERVICES WITH GRUBBS EMERGENCY SERVICES,**  
11 **LLC; PROVIDING FOR AN EFFECTIVE DATE.**  
12

13 WHEREAS, on July 31, 2000, the Village entered into an agreement with Grubbs  
14 Emergency Services (hereinafter referred to as "Grubbs") for debris removal and disaster  
15 recovery services; and,  
16

17 WHEREAS, since 2000, the Village has renewed the contract in May 2006 for an  
18 additional five (5) years, and the current contract is up for renewal effective May 29, 2011 for  
19 an additional five (5) years; and,  
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21 WHEREAS, the services of Grubbs was used in 2005 during a very active and  
22 prolonged hurricane season for debris removal and disaster recovery after hurricanes Katrina,  
23 Rita and Wilma; and,  
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25 WHEREAS, although Grubbs is providing that all of the terms and conditions of the  
26 existing contract, including pricing, will remain the same for the period of the renewal, the  
27 Village requested that Grubbs provide a listing of their current contracts with other  
28 municipalities; and,  
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30 WHEREAS, the City of Margate selected Grubbs following a public bid process in  
31 2008, and their contract with Grubbs provides better pricing than our current contract.  
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33 WHEREAS, the Village Commission finds it to be in the best interests of the residents of the  
34 Village to piggy back off of the City of Margate's contract and to further authorize the Village Manager  
35 and the Village Attorney to negotiate an agreement for services.  
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38 NOW THEREFORE BE IT RESOLVED BY THE VILLAGE COMMISSION OF THE  
39 VILLAGE OF BISCAYNE PARK, FLORIDA:  
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41 **Section 1.** The foregoing "Whereas" clauses are hereby ratified and confirmed as  
42 being true and correct and hereby made a specific part of this Resolution upon adoption hereof.  
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44 **Section 2.** The Village Manager and the Village Attorney are hereby authorized to  
45 negotiate an agreement for with Grubbs for debris removal and disaster recovery services.  
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47 **Section 3.** This Resolution shall become effective upon adoption.  
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PASSED AND ADOPTED this 3<sup>rd</sup> day of May, 2011.

**The foregoing resolution upon being put to a vote, the vote was as follows:**

  
\_\_\_\_\_  
Roxanna Ross, Mayor

Mayor Ross: Yes  
Vice Mayor Bernard: Yes  
Commissioner Anderson: Yes  
Commission Childress: Yes  
Commissioner Cooper: Absent

Attest:

  
\_\_\_\_\_  
Maria C. Camara, Village Clerk

Approved as to form:

  
\_\_\_\_\_  
John J. Hearn, Village Attorney

## AGREEMENT FOR DISASTER RECOVERY SERVICES

This Agreement made and entered into this \_\_\_ date of May, 2011, by and between the Village of Biscayne Park, as a political subdivision of the State of Florida, hereinafter referred to as "Village" and Grubbs Emergency Services, LLC, hereinafter referred to as "Contractor," possessing FEIN 88-0474477.

WHEREAS, the Village lies in the State of Florida and, as such, may experience massive destruction wrought by the impact of a hurricane landfall, violent storm spawning tornado and/or due to other natural and/or manmade disasters (Events); and,

WHEREAS, it is foreseen that it may be necessary to provide for debris removal and disaster recovery technical assistance to appointed and elected officials within the Village resulting from these Events,

WHEREAS, the Village has procured the services of Contractor through a piggy back procurement off of the BID issued by the City of Margate; and,

WHEREAS, Contractor has agreed to extend services to the Village based upon the bid terms and conditions of the City of Margate contract; and,

WHEREAS, it is in the best interest of the Village to obtain emergency services from Contractor for debris removal and disaster recovery technical assistance due to the start of hurricane season and the Village's need for such expertise

**NOW THEREFORE**, in consideration of \$10.00, the mutual covenants and conditions contained herein, the receipt of which is acknowledged, the parties agree as follows:

### 1. **Scope of Services – Debris Removal**

It is the intent of this Agreement for the Contractor to remove as quickly as possible all hazards to life and property occurring in the Village. Clean up, demolition and removal will be limited to: (1) that which is determined to eliminate immediate threats to life, public health and safety; (2) that which has been determined to eliminate threats of significant damage to improved public or private property; and (3) that which is considered essential to ensure economic recovery of the affected community to the benefit of the community-at large. The Services shall consist of clean up, demolition, removal, reduction and disposal of debris as directed by the designated representative of the Village. Specifically the Scope of Services will include the items listed and priced in attached Exhibit 1, which exhibit is incorporated by reference into this Agreement.

In addition to the above upon award of the agreement, the Contractor agrees to develop and provide (Exhibit 4) at no charge a Debris Management Plan in accordance with the guidelines in the FEMA public Assistance Pilot Program. By participating in this program the Village will be able to obtain up to an additional five (5) percent reimbursement for debris related costs. The five (5) percent is to be split between the Village and the State.

As per the terms and conditions of this agreement, all attachments, including the City of Margate RFP 2007-017, which RFP is attached and incorporated by reference into this agreement as Exhibit 3, Contractor's response to RFP 2007-017, which RFP is attached and incorporated by reference into this agreement as Exhibit 2, which exhibit shall include the pricing as amended in Exhibit 1, and all other information required or provided, etc., shall become a part of this agreement.

2. **Technical Disaster Recovery Assistance.** It is the intent of this Agreement for the Contractor to provide disaster recovery technical assistance to appointed and elected officials within the Village. This service shall include Program Management Assistance.

3. **Services and Facilities.** It is understood that, except as otherwise specifically stated in this Agreement and Attachments/Exhibits incorporated into this Agreement, that the Contractor shall provide and pay for all labor, tolls, equipment, transportation, supervision, and all other services and facilities of any nature whatsoever necessary to execute, complete and deliver the services within the time specified in the Notice to Proceed as agreed upon by both parties.

4. **Permits and Regulations.** Permits and licenses of a temporary nature necessary for the prosecution of the services shall be secured and paid for by the contractor unless otherwise stated in this Agreement.

5. **Supervision by Contractor.** The Contractor will supervise and direct all Services. The Contractor is solely responsible for the means, methods, techniques, sequences, safety program and procedures. The Contractor will employ and maintain on the work site(s) a qualified supervisor(s) who shall have full authority to act on behalf of the Contractor and all communications given to the supervisor by the Village's Authorized Representative shall be as binding as if given to the Contractor. The names of the supervisor(s) will be supplied to the Village for each issuance of a Notice to Proceed through an attachment to this Agreement in the form of a Memorandum for the Record. The Contractor shall also provide the Village an accurate list of all subcontractors used within 72 hours of the disaster event.

6. **Changes in Services.** The Village and Contractor may at any time order changes within the scope of services without invalidating this Agreement. All changes affecting the project's costs or modifications of the terms, conditions, and the scope of services of this Agreement shall be authorized by means of an official written Change Order that is mutually agreed upon and signed by the Village and the Contractor. All changes must be recorded on a written change order before Contractor may proceed with the changes to the scope of Services provided.

7. **Term of Agreement.** The term of this Agreement shall be for five (5) consecutive years beginning on the date of acceptance by and signatures of the Village and Contractor, whichever date is later.

8. **Renewal of the Agreement.** This Agreement may be renewable on a five- year basis after a concurrence of both parties on any negotiated changes to the terms and specifications contained in this Agreement. Agreement will be reviewed on an annual basis, in the month of December. Amended unit costs, of up to five percent, may be submitted by Contractor to the Village to reflect the current disaster recover market value of services listed in the Attachments/Exhibits of this Agreement. The Village Manager shall have the authority to negotiate and approve up to five percent for pricing amendments. Such amendments shall become part of this Agreement after a concurrence and signature of both parties. In the event that Contractor and the Village cannot come to an agreement, the Contractor shall maintain all current conditions, specifications and pricing for a period of six (6) months so that the Village can prepare specifications, advertise and award a new contract.

9. **Termination.** The Village may terminate this Agreement upon thirty (30) days written notice. The Contractor may terminate this Agreement upon 180 days written notice.

10. **Insurance and Bonds.**

a. Contractor shall name the Village as an additional insured on Contractor's insurance policies. The Contractor shall furnish to the Village certificates of insurance evidencing the insurance coverages specified by this Section at the request of the Village Manager and required under the City of Margate RFQ. The required certificates of insurance shall name the type of policy provided and shall list the Village as an additional insured, refer specifically to this Agreement, and state that such insurance is as required by this Agreement.

b. The Contractor shall name the Village, and its respective officers, agents, servants and employees, as an additional insured on the Comprehensive General Liability Policy. This insurance policy shall state, after the above-referenced additional named insured that "this coverage is primary to all of the coverage the additional insured may have." Proof of insurance shall be provided at the time of the signing of this Agreement and incorporated herein as exists there forth in full.

c. Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the Village's Risk Manager prior to the commencement of this Agreement. The required insurance coverage is not to cease and is to remain in full force throughout the Term of this Agreement. All policies must be endorsed to provide Village with at least thirty (30) calendar days' notice of cancellation, non-renewal, or adverse change and/or restriction. If any of the insurance coverage will expire prior to the termination of this Agreement, copies of renewal policies shall be furnished at least fifteen (15) calendar days' prior to the date of their expiration. The Village shall be named as an additional insured. Receipt of Certificates or other documentation of insurance or policies, or copies of policies by the Village or by any of its representatives, which indicate less coverage than is required, does not constitute a waiver of Contractor's obligation to fulfill the insurance requirements herein.

d. Any insurance required of Contractor pursuant to this Agreement must also be required by any sub-contractor of Contractor in the same limits and with all requirements as provided herein, including naming the Village as an additional insured, if any work is subcontracted unless such subcontractor is covered by the protection afforded by the Contractor and provided proof of such coverage is provided to Village. The Contractor and any sub-contractor of Contractor shall maintain such policies during the term of this Agreement.

e. Financial Ratings must not be less than "A-VI." Insurance shall be in force until the obligations required to be fulfilled under the terms of the Contract are satisfied. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, the Contractor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension there under is in effect.

f. Contractor shall name the Village as an additional insured on each of the policies required herein, with the exception of the Contractor's Worker's Compensation policy.

g. Throughout the term of this Agreement, the Contractor agrees to maintain in force at their own expense insurance as follows:

Comprehensive General Liability insurance to cover liability for bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and contractual liability. Coverage must be written on an occurrence basis, with the following limits of liability

- A. Bodily Injury/Property Damage
  - 1. Each Occurrence \$1,000,000
  - 2. Annual Aggregate \$1,000,000
  - 3. Additional Liability Umbrella \$5,000,000
- B. Personal Injury
  - 1. Annual Aggregate \$1,000,000
  - 2. Additional Liability Umbrella \$5,000,000

Worker's Compensation Insurance shall be maintained during the life of this contract to comply with Florida statutory limits for all employees. The following limits must be maintained:

- A. Worker's Compensation Statutory
- B. Employer's Liability
  - \$100,000 each accident
  - \$500,000 Disease-policy limit
  - \$100,000 Disease-employee

If Contractor claims to be exempt from this requirement, Contractor shall provide Village proof of such exemption along with a written request for Village to exempt Contractor, written on Contractor letterhead.

Comprehensive Auto Liability – coverage shall include owned, hired and non-owned vehicles.

- A. Bodily Injury and Property Damage combined single limit
  - 1. Each Occurrence \$1,000,000
  - 2. Annual Aggregate \$1,000,000

h. Upon activation and within ten (10) days of a Notice to Proceed, for each event, by the Village, Contractor shall provide the Village with a Performance and Payment Bond in the amount of \$200,000. Village reserves the right to reasonably increase bond amount based upon the severity of the event. Final release of bonding requirement by the Village is contingent upon the following: Contractor submitting final invoices; all damage has been repaired to the Village's satisfaction; rehabilitation of all TDSRS to the Village's satisfaction; release of liens received from all of Contractor's subcontractors, agents, assigns, and/or vendors; and all other identified issues have been resolved to the Village's satisfaction.

11. **Warranty of Title and Waiver of Lien.** The Contractor shall not at any time suffer or permit any lien, attachment, or any other encumbrance under the laws of the State of Florida, or

otherwise by any person(s) whomsoever to remain on file with the Village against any money due or to become due for any work done or materials furnished under this Agreement by reason or claim or demand against Contractor. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment by virtue of this Agreement.

12. **Subcontracting.**

(a) The contractor shall be fully responsible to the Village for the acts and omissions for its subcontractors and of persons directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons employed by it.

(b) The Contractor shall cause appropriate provisions to be inserted in all subcontractors relative to the services give the Contractor the same powers regarding terminating any subcontract that the Village may exercise over the Contractor under any provision of this Agreement.

(c) Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and the Village. The Contractor shall supply the names and addresses of subcontractors, material suppliers and debris site locations. The Contractor shall pre-select a minimum of four (4) locations with a minimum of twenty (20) acres each, or at the discretion of the Village when requested to do so by the Village upon activation of the Agreement and updated by the Contractor to the Village on a biweekly basis during said activities. Additionally, the Contractor shall provide to the Village, a list of temporary debris locations by April 30, and update on an annual basis.

(d) The Contractor shall not use a subcontractor or material supplier against whom the Village has a reasonable objection to and shall make all reasonable attempts to subcontract with local firms currently doing business within the Village. All subcontractors will operate in strict accord with Subcontracting Plans and Policies, as well as local, State and Federal laws governing this type of week.

13. **Village Obligations.** The Village shall furnish all information and documents necessary for the commencement of work, to include valid written Notices to Proceed. A representative will be designated by the Village to be the primary contact person for inspecting the work and answering any on-site questions prior to and after activation of this Agreement via a Notice to Proceed. Providing inspectors for the monitoring of debris operations shall be the responsibility of the Village, as required by Federal law and policy governing those specific operations. The primary contact shall be the Director of Public Works, Bernard Pratt.

14. **Payment.** Payment to the Contractor by the Village will not be contingent on funding from any source.

15. **Entire Agreement.** This Agreement contains the entire agreement of the parties and there are no other binding promises or conditions in any other Agreement whether oral or written.

16. **Litigation Venue.** The parties waive the privilege of venue and agree that all litigation between them shall take place in the state Court in Miami-Dade County, Florida. The parties waive the right to a jury trial as to any and all disputes.

17. **Indemnification.** The Contractor does hereby agree to defend, indemnify and hold the Village, its Commission, Village Manager, agents, employees, attorneys, successors and assigns

harmless from and against any and all liability, damages, costs or expenses (including reasonable attorneys' fees, costs, and expenses at both the trial and appellate levels) arising from the acts or omissions of the Contractor, its agents, employees, volunteers, guests and invitees in connection with this Agreement. The provisions of this Section shall expressly survive any expiration or termination of this Agreement.

18. **Disputes.** Notwithstanding anything provided in this agreement, any dispute arising under this agreement which is not disposed of by agreement shall be decided by the Village Manager of the Village of Biscayne Park, Florida, who shall reduce her decision in writing and furnish a copy thereof to the Contractor. The decision of the Village Manager and those persons to whom she delegates authority to decide disputes, shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrarily, or grossly erroneous as to necessarily imply bad faith, or not supported by substantial evidence.

19. **Non-Discrimination.** In the operations of the Concession, Contractor, its employees, agents, volunteers, and any parties under the direction or control of Contractor may not discriminate against any person on the basis of sex, age, race, color, religion, ancestry, national origin, physical handicap or sexual orientation by refusing to furnish to such person any accommodation, facility, service or privilege offered to or enjoyed by the general public. In the performance of this Agreement, Contractor, its employees, agents, volunteers, and any parties under the control or direction of Contractor may not discriminate against any employee or applicant for employment on the basis of sex, age, race, color, religion, ancestry, national origin, physical handicap, or sexual orientation.

20. **Records/Village's Right to Inspect.**

a. Village has the right at all reasonable times to conduct whatever inspections the Village deems reasonably necessary to determine if Contractor is complying with the terms and conditions of this Agreement.

b. All records, books, documents, papers and financial information (the "Records") that result from Contractor's services under this Agreement shall be the property of the Village. Upon conclusion of this contract and any extensions, all documents shall be delivered by the Contractor to the Village. The Contractor shall have the right to retain copies of the documents at the Contractor's expense.

21. **Third Parties.** Neither the Contractor nor Village intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third-party beneficiaries to this Agreement and that no third-party shall be entitled to assert a claim against either of them based upon this Agreement.

22. **Notices.** All notices, requests, demands, elections, consents, approvals and other communications hereunder must be in writing (each such, a "Notice") and addressed as follows (or to any other address which either party may designate by Notice):

**To Contractor:** Grubbs Emergency Services, LLC  
Po Box 12113  
Brooksville, Florida 34603

**To Village:** Ana Garcia, Village Manager  
Village of Biscayne Park

640 NE 114th Street  
Biscayne Park, FL 33161

**With a copy to:**

Village Attorneys  
Attention: Eve A. Boutsis, Esquire  
18001 Old Cutler Road, Suite 533  
Phone: (305) 235-9344  
Facsimile: (305) 235-9372

**23. Entire Agreement/Modification/Amendment.**

a. This Agreement sets forth the entire agreement between Village and Contractor with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties.

b. No agent, employee, or other representative of either party is empowered to modify and amend the terms of this Agreement, unless executed with the same formality as this document.

**24. Severability.** If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be invalid or unenforceable to any extent, the remaining terms, covenants, conditions and provisions of this Agreement shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of the Agreement between the parties.

**25. Waiver.** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

**26. Independent Contractor.** Nothing herein contained shall be deemed in any way to constitute Village or Contractor a partner of the other in its business or otherwise, or a joint venturer or a member of a joint enterprise with the other. For all intents and purposes hereunder, Contractor shall be considered an independent Contractor and not an employee or agent of the Village. The Contractor is an independent contractor under this Agreement and any project agreements and nothing in this Agreement shall create any association, partnership, or joint venture between the parties, or any employer-employee relationship. Personal services provided by the consultant shall be by employees of the consultant and subject to supervision by the consultant, and not as officers, employees, or agents of the village, personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies, and other similar administrative procedures applicable to services rendered under this Agreement or any project agreements shall be those of the Contractor.

**27. Attorney's Fees.** In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all reasonable costs incurred including reasonable attorney's fees, the fees and expenses of any paralegals, law clerks and legal assistants and costs for services rendered in connection with any enforcement of this Agreement, including appellate

proceedings and post judgment proceedings. Neither party shall be responsible for pre-judgment interest.

**28. Miscellaneous.**

a. It is further expressly understood and agreed that no real or personal property is leased to Contractor and that Contractor shall comply with each and all of the undertakings, provision, agreements, covenants, stipulations and conditions contained herein.

b. This Agreement may be signed in two or more counterparts, each of which constitutes the agreement of the parties and each of which will be treated as an original.

c. All terms, conditions, covenants and obligations of Village and Contractor hereunder shall survive the termination or expiration of this Agreement as necessary and appropriate for such parties to fulfill their obligations that accrued during the Term of this Agreement.

d. Contractor and its agents, employees or volunteers shall not be permitted to consume, sell or otherwise possess any alcoholic beverages, tobacco products or other such products as determined by the Village, when using the Concession.

e. In the event a court must interpret any word or provision of this contract, the word or provision shall not be construed against either party by reason of drafting or negotiating this contract.

**29. Waiver Of Jury Trial:**

The Village and the Contractor knowingly, irrevocably voluntarily and intentionally waive any right either may have to a trial by jury in State or Federal Court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon the Contract Documents or the performance of the Work there under.

**30. Warranty Of Authority.** The signatories to this contract warrant that they are duly authorized by action of their respective Village commission, board of directors or other authority to execute this contract and to bind the parties to the promises, terms, conditions and warranties contained in this Agreement.

**31. RFP.** Contractor agrees to comply with any provisions of the RFP which are not in conflict with this Agreement, and to comply with and honor any written representations, clarifications and exceptions made by Contractor during the RFP process.

**32. Compliance with Law.** Contractor shall comply with all applicable laws in the performance of its services hereunder, and represents that it possesses all required licenses and certifications to perform the services.

**33. Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

**34. Non-Waiver.** Any waiver or any breach of covenants herein contained to be kept and performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Village from declaring a forfeiture for any succeeding breach, either of the same condition or covenants or otherwise.

35. **Public Entities Crime Statement.** A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S. for category two for a period of 36 months from the date of being placed on the convicted vendor list. Contractor affirms compliance with this requirement for the duration of the underlying Agreement. If at any time during the contract period, Contractor is convicted of a public entity crime, the Contractor's contract shall immediately terminate.

36. **Sovereign Immunity And Attorney's Fees.** The Village Manager does not waive sovereign immunity for any claim for breach of contract or for an award of prejudgment interest; provided, however, that in any action arising out of or to enforce this contract, the prevailing party shall be entitled to its reasonable attorney's fees and costs.

IN WITNESS WHEREOF the parties hereto have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2011.

**Village:**

ATTEST:

Village of Biscayne Park, a Florida municipal corporation

By: Maria C. Camara  
Maria Camara, Village Clerk

By: Roxanna Ross  
Roxanna Ross, Mayor

Approved as to form and legality for the use and benefit of the Village of Biscayne Park only

[Signature]  
Village Attorney

**ATTEST**

**CONTRACTOR -  
Grubbs Emergency Services, LLC**

By \_\_\_\_\_

  
\_\_\_\_\_

Name: \_\_\_\_\_

Name: John Gary Grubbs

Title: \_\_\_\_\_

Title: Executive Manager

**[END OF DOCUMENT]**

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

02/14/2011

PRODUCER (352)796-1451 FAX (352)799-5986  
 Killingsworth Agency, Inc.  
 19259 Cortez Blvd.  
 P. O. Box 1750  
 Brooksville, FL 34605-1750  
 JRED Grubbs Emergency Services LLC  
 P.O. Box 468  
 Aripeka, FL 34679

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Seneca Specialty Insurance Co	
INSURER B: General Ins. Co. of America	
INSURER C: American Zurich Insurance Company	
INSURER D: Century Surety Company	
INSURER E:	

## COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	BAG1003835	02/10/2011	02/10/2012	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Per occurrence)	\$ 100,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY	\$ 1,000,000
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
B		AUTOMOBILE LIABILITY	24CC2527393	10/03/2010	10/03/2011	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input type="checkbox"/> HIRED AUTOS					
		<input checked="" type="checkbox"/> \$10,000 PIP					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
D		EXCESS/UMBRELLA LIABILITY	BDR1080296	04/26/2011	04/26/2012	EACH OCCURRENCE	\$ 5,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 5,000,000
		<input type="checkbox"/> DEDUCTIBLE					\$
		RETENTION \$ 10,000					\$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	EC69228411	03/25/2011	03/25/2012	W/C STATU-TORY LIMITS	OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$
		OTHER Equipment Floater				E.L. DISEASE - POLICY LIMIT	\$
						Rented Equipment	
						2006 Cat D6N LGP #ALY02335	
						Value \$143,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 Limits shown are those in effect at policy inception date.

## CERTIFICATE HOLDER

City of Biscayne Park  
 640 NE 114th Street  
 Biscayne Park, FL 33161

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
 Sarah Warren/SARAH



# CERTIFICATE OF LIABILITY INSURANCE

Date  
12/20/2010

Insurance Company  
J.S. Highway 19 N.  
Holiday, FL 34691  
(727) 938-5562

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.

Insured: South East Personnel Leasing, Inc.  
2739 U.S. Highway 19 N.  
Holiday, FL 34691

Insurers Affording Coverage		NAIC #
Insurer A:	Lion Insurance Company	11075
Insurer B:		
Insurer C:		
Insurer D:		
Insurer E:		

## Coverages

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. Aggregate limits shown may have been reduced by paid claims.

INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits																							
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occur <hr/> General aggregate limit applies per: <input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> LOC				Each Occurrence \$ Damage to rented premises (EA occurrence) \$ Med Exp \$ Personal Adv Injury \$ General Aggregate \$ Products - Comp/Op Agg \$																							
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				Combined Single Limit (EA Accident) \$ Bodily Injury (Per Person) \$ Bodily Injury (Per Accident) \$ Property Damage (Per Accident) \$																							
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> Occur <input type="checkbox"/> Claims Made Deductible				Each Occurrence Aggregate																							
A		<b>Workers Compensation and Employers' Liability</b> Any proprietor/partner/executive officer/member excluded? If Yes, describe under special provisions below.	WC 71949	01/01/2011	01/01/2012	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%; text-align: center;">X</td> <td style="width: 15%;">WC Statutory Limits</td> <td style="width: 10%;"></td> <td style="width: 10%;">OTH-ER</td> <td style="width: 60%;"></td> </tr> <tr> <td colspan="4"></td> <td>E.L. Each Accident</td> <td style="text-align: right;">\$1,000,000</td> </tr> <tr> <td colspan="4"></td> <td>E.L. Disease - Ea Employee</td> <td style="text-align: right;">\$1,000,000</td> </tr> <tr> <td colspan="4"></td> <td>E.L. Disease - Policy Limits</td> <td style="text-align: right;">\$1,000,000</td> </tr> </table>	X	WC Statutory Limits		OTH-ER						E.L. Each Accident	\$1,000,000					E.L. Disease - Ea Employee	\$1,000,000					E.L. Disease - Policy Limits	\$1,000,000
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Other

**Lion Insurance Company is A.M. Best Company rated A- (Excellent). AMB # 12616**

**Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions:** Client ID: 82-65-070  
 Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. that are leased to the following "Client Company":

**Sun West Acquisition Corp. dba Grubbs Emergency Services, LLC**

Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. active employee(s), while working in Florida.

Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity.

A list of the active employee(s) leased to the Client Company can be obtained by faxing a request to (727) 937-2138 or by calling (727) 938-5562.

**Project Name:**

FAX: 727-863-5003 / ISSUE 05-07-10 (CF)

Begin Date: 4/26/2010

### CERTIFICATE HOLDER

CITY OF BISCAYNE PARK  
ATTN: JOHN HORNBUCKLE  
640 NE 114TH STREET  
BISCAYNE PARK, FL 33161

### CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the Issuing Insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the Insurer, its agents or representatives.

*John A. Horne*