

Contract No. 91500242  
Funding No. 11000120-521001

**AGREEMENT (under \$30,000)**

***Department Directors have authority to approve contracts up to \$30,000. Each department is still required to do any necessary review approvals which apply.***

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the contractor agrees to the following:

1. Contractor shall furnish all labor, material, equipment, supervision and permits as necessary to perform the work described in Exhibit A, attached hereto and made a part hereof. It is further agreed that the Contractor will perform the work in accordance with Exhibit B, City of Asheville Terms and Conditions, attached hereto and made a part hereof.
2. The Contractor further agrees that this agreement requires written approval by the City of Asheville before Authorization to proceed is granted.
3. Upon satisfactory completion of the work and acceptance by the City, the City shall pay the Contractor the monetary sum written in Exhibit A and B for the work described in Exhibit A, attached hereto and made a part hereof unless stated differently in writing.
4. This Agreement incorporates Exhibit A (Scope of Work), Exhibit B (City of Asheville Terms and Conditions) and the Contract Signature Page.

This contract, made and entered this day of February 2, 2015, by and between the City of Asheville, a municipal corporation organized and existing under the laws of North Carolina (hereinafter referred to as "City") and Affion Pulic hereinafter referred to as "Contractor").

**ATTACHMENTS:** Exhibit A (Scope of Work), Exhibit B (City of Asheville Terms and Conditions) and the Contract Signature Page.

**EXHIBIT A**  
**Recruitment and Selection**  
**City of Asheville Chief of Police**  
**Project Timeline**

**PROJECT SCOPE AND OBJECTIVES**

The objective is to make a hiring decision involving the City's next Chief of Police in May 2015 with a projected start date for a new Chief of Police in June 2015. Key internal and external stakeholders will be involved in the profile development and hiring process to the extent appropriate.

The position will be posted started as soon as possible and no later than March 6 as open until filled in order to provide the city with the flexibility to examine and respond to a wide range of applicants. The project timeline is provided below:

TIMEFRAME	ACTIVITY
Upon Selection by February 6, 2015	Negotiate and Finalize Contract
February 23-27	Stakeholder meetings including council, staff and community groups; approximately 3 days of meetings with meetings with community groups, staff and council
By March 6	Profile complete and posted for 30 days
March 6 through April 30	Recruitment Search firm will conduct recruitment to include journals, personal contacts, Websites, etc.; advertisement placement; review of resumes
April 23 through 24	Candidate presentation
Week of May 11	In person interviews
By June 1	Announcement of new Chief of Police

**Position Profile:** The Consultant will develop a comprehensive position profile based upon information obtained in discussions with key internal stakeholders and a number of community input sessions facilitated by the Consultant. The profile should reflect responsibilities, core competencies and professional characteristics and traits, education and training, operational and organization issues and other factors that are relevant to the position. Expectations include but are not limited to:

- The review of the city's local market condition information along with national data to evaluate proposed compensation; and
- The development of a marketing strategy creating a community profile and brochure to assist in the active recruitment of candidates for the Chief of Police. The selected firm shall employ selected advertising, minority recruitment considerations, direct solicitation and internet techniques in this regard.

**Candidate Review and Assessment:** The City will place emphasis on a screening process that narrows the field of candidates to those that most closely matches the needs of the city as determined by the position profile. The extent of screening by the Consultant is expected to include:

- Review of resumes and cover letters,

- Preliminary reference checks, and in-depth personal interviews,
- The assessment and determination of a top group of candidates,
- The preparation of a report that provides detailed information including background investigation, professional experiences and accomplishments, strengths and potential gaps, and reference lists for each recommended top candidate.
- The scheduling and facilitation of Skype interviews and follow up with top candidates on supplemental written responses (responses to specific questions to be prepared by the city in consultation with the Consultant),
- Reference Checks,
- Background Checks,
- The scheduling and facilitation of onsite interviews with finalists, and
- Facilitation of candidate presentations and possible question and answer period at a public forum.

**Communication and Support Services:** The Consultant will provide sufficient communication to ensure that the proposed methodology is understood and the results are regarded as expert, impartial and fair. The Consultant will be expected to:

- Assist in the development of interview questions,
- Assist in negotiating a total compensation package and start date with the desired candidate, and
- Assist in refining a process for recruitment, including a schedule for actions and deliverables.

A copy of the Proposal submitted by the Contractor is attached hereto as Attachment C and is made a part hereof.

**GENERAL.** The Contractor shall serve as the City's advisors and shall advise the City as it reasonably requires during the term of this Contract. As a general matter, the Contractor shall communicate with the City about the work primarily through the Assistant City Manager who has been as the Project Manager.

#### **CONTRACTOR'S DUTIES**

**ABILITIES AND EFFORTS.** The Contractor agrees to use its best efforts. The Contractor shall further the interests of the City according to the City's requirements and procedures according to the customary professional standards and in compliance with all applicable national, federal, state, municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction.

**NO CONFLICTS.** The Contractor agrees that it has and will undertake no obligations, commitments, or impediments of any kind that will limit or prevent it from the timely completion of the work.

**LIMITATION ON PUBLIC STATEMENTS.** Contractors are retained to provide information and advise to the City that includes confidential data, work product and other privileged or confidential information. In order to maintain the fact and appearance of absolute objectivity and professionalism, Contractor shall not, without the prior written consent of the City, make any public statements or appear at any time to give testimony at any public meeting on the subject matters with regard to which Contractor is or was retained by the City.

To the extent that the City provides written consent for the disclosure of information or authorizes the making of public statements, the City may impose appropriate conditions upon such disclosure or communications, and Consultant agrees to comply with those conditions.

#### **COST**

**Fee for Chief of Police search (all inclusive except for candidate travel expenses): \$21,000**

Additional expenses, which are not included in the overall fee but are expected to be reimbursed by the City of Asheville, NC include all candidate travel expenses for the purpose of interviews with the City of Asheville, NC. This will vary depending on the location of the finalist selected. While invoice procedures can be adjusted, the typical billing practice is to spread the fee payment over three equal installments. (One-third to be billed when the contract is signed, one-third to be billed upon presentation of the Final Candidates, and the last one-third to be billed upon the hiring of the desired Candidate.) Adjustments to the payment and billing processes are negotiable in order to best accommodate our Clients' needs.

#### **Affion's Guarantee Statement:**

As with all of our executive searches, we are prepared to offer our standard professional service guarantee. If the hired candidate is asked to leave for reasons of non-performance, or leaves of his/her own volition in the first 24 months of employment, we will re-launch a search for a new candidate, under the original position specifications. In such a case, we will do so for no additional professional fee, though charging expenses that may incur to include all Affion travel, hotel, and re-posting of job advertisements. It is our commitment to partner with you from the initial signing of the contract until the candidate accepts and offer and begins employment.

EXHIBIT - B  
GENERAL TERMS AND CONDITIONS SERVICE  
CONTRACT-\$5,000 less than \$30,000

1. **SCOPE OF WORK:** CONTRACTOR shall provide the service as set forth in Exhibit A. If there are any terms in Exhibit A that conflict with the terms in Exhibit B, the terms in Exhibit B take precedent and shall control.

2. **TERM:** The term of this contract shall be until the project is completed or as set forth in Exhibit A.

3. **COMPENSATION:** The City will compensate the CONTRACTOR in accordance with Exhibit A. If the contract exceeds the established threshold, the City must amend or renew the contract in accordance with all applicable City policies.

4. **EMPLOYEES OF CONTRACTOR:** Any employees furnished by CONTRACTOR, pursuant to this contract, will be employees of CONTRACTOR, an independent contractor. CONTRACTOR will maintain complete control over the employees' conduct and will disburse all payrolls, taxes, license, insurances, uniforms and all other expenses incurred by CONTRACTOR in performing the terms of this contract.

5. **INSURANCE:** The Contractor agrees to keep and maintain for the duration of this Agreement including but not limited to commercial general liability, automobile liability, workers' compensation, employer's liability, and umbrella coverage with at least the minimum limits shown below. The Contractor shall furnish the City with certificates of insurance for each type of insurance described herein, with the City listed as Certificate Holder and as an additional insured on the Contractor's general liability and auto liability policies. In the event of bodily injury, property damage or financial loss caused by Contractor's negligent acts or omissions in connection with Contractor's services performed under this Agreement, the Contractor's Liability Insurance shall be primary with respect to any other insurance which may be available to the City, regardless of how the "Other Insurance" provisions may read. In the event of cancellation, substantial changes or nonrenewal, the Contractor and Contractor's insurance carrier shall give the City at least thirty (30) days prior written notice. No work shall be performed until the Contractor has furnished to the City the above referenced certificates of insurance and associated endorsements, in a form suitable to the City. Upon request, the Contractor shall provide the City copies of their insurance policies.

Commercial General Liability:	\$1,000,000
Commercial Auto Liability:	\$1,000,000
Professional Liability:	\$1,000,000
Workers' Compensation:	Statutory
Employer's Liability:	\$100,000

Certificates of Insurance lists City of Asheville, PO Box 7140, Asheville, NC 28802, as Certificate Holder.

6. **HOLD HARMLESS / INDEMNITY:** CONTRACTOR shall indemnify, defend and hold harmless the City and its subsidiaries, divisions, officers, directors and employees from all liability, loss, costs, claims, damages, expenses, attorney fees, judgments and awards arising or claimed to have arisen, from any injury caused by, or allegedly caused by, either in whole or in part, any act or omission of the CONTRACTOR or any employee, agent or assign of the CONTRACTOR. This provision is not applicable to any claim arising out of or related to any active or primary negligence of or by City, its officers or employees. The Contractor shall comply with the provisions of the Americans with Disabilities Act and all rules and regulations promulgated thereunder. The Contractor hereby agrees to indemnify the City from and against all claims, suits, damages, costs, losses and expenses in any manner arising out of or connected with the failure of the Contractor, its subcontractors, agents, successors, assigns, officers or employees to comply with provisions of the ADA or the rules and regulations promulgated thereunder. Nothing herein shall be construed as a waiver on the part of the City to any defense of any

claim, including, but not limited to the defense of governmental immunity.

7. **SKILL OF CONTRACTOR:** The CONTRACTOR shall be properly licensed and skilled in his/her respective trade.

8. **COMPLIANCE WITH OTHER LAWS:** CONTRACTOR shall comply with all state, federal or local laws, or ordinances, codes, rules or regulations governing performance of this Agreement, including but not limited to, equal opportunity employment laws, O.S.H.A., minimum wage and hour regulation, North Carolina State Building Code regulations and Immigration laws.

9. **TERMINATION:** This contract may be terminated by either party, with thirty (30) days prior written notice. Notice shall be served under this contract by registered mail, certified mail or by other means.

10. **GENERAL CONDITIONS:** (a) This agreement contains the entire agreement between the parties. (b) Should any provision or provisions contained in this agreement be declared by a court of competent jurisdiction to be void, unenforceable or illegal, such provision or provisions shall be severable and the remaining provisions hereof shall remain in full force and effect. (c) This contract is entered into in North Carolina and shall be construed under the statutes and laws of North Carolina. (d) This contract is not assignable by either party without the prior written consent of the other party. (e) The contractor shall provide a drug-free workplace, as set forth in the Drug Free Workplace Policy. Said policy is available upon request.

11. **RIGHT TO AUDIT:** Contractor shall maintain all fiscal records relating to this Agreement in accordance with Generally Accepted Accounting Principles, and shall maintain any other records pertinent to this Agreement in a manner so as to clearly document Contractor's performance. The City shall have a right to access the fiscal and other records of Contractor that are pertinent to this Agreement to perform examinations and audits. Contractor shall retain and keep accessible all the fiscal and other records for a minimum of three (3) years following final payment and termination of this Agreement, or until the conclusion of any audit or controversy related to this Agreement, whichever is later.

12. **NON APPROPRIATIONS:** Notwithstanding any other provisions of this Agreement, if the City does not receive said funding for this Agreement from the City Council for any fiscal year applicable to this Agreement, then the City shall have the right to terminate this Agreement without penalty by giving not less than thirty (30) days' written notice documenting the lack of funding.

11000120: 521001

\$21,000

02  
JS  
02/15/2015

Contract Signature Page

Contract # 91500242  
Council Resolution # \_\_\_\_\_ (if applicable)

IN WITNESS WHEREOF, each party has caused this agreement to be executed by its duly authorized official as of the day and year written above.

The Department Director by Written Approval conveys that this contract has been reviewed and presented for approval by the City of Asheville.

[Signature] DATE 2-4-15  
Department Director

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

[Signature] DATE 2/5/15  
Chief Financial Officer

City Manager's signature, if required  
Attest to: CITY OF ASHEVILLE

\_\_\_\_\_  
City Clerk (Corporate Seal) BY: \_\_\_\_\_ City Manager DATE \_\_\_\_\_

STATE OF NORTH CAROLINA  
COUNTY OF BUNCOMBE

I, Notary Public of the County and State aforesaid, certify that \_\_\_\_\_, personally came before me this day and acknowledged that she is the City Clerk of the City of Asheville, a municipal corporation, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its City Manager and attested by herself as its City Clerk.

Witness my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Notary Public  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

City of Asheville Contract Number 91500242

\*\*\*\*\*  
**LIMITED LIABILITY CORPORATION (LLC) FORM**  
\*\*\*\*\*

BY: Affron Public  
Name of Limited Liability Corporation

Signature: [Handwritten Signature]  
Member/Manager

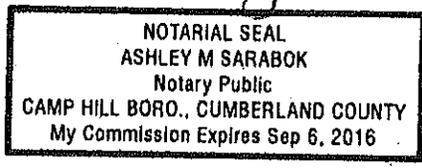
STATE OF PA  
COUNTY OF Cumberland

I, Ashley Sarabok, a Notary Public for said County and State do hereby certify that Scott Kelly, Member/Manager of Affron Public, a limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the company.

Witness my hand and notarial seal this 3 day of February, 2015

Notary Public  
Printed Name: Ashley Sarabok  
My Commission Expires: 9/10/16

Ashley Sarabok



CITY OF ASHEVILLE  
REQUEST FOR PROPOSAL  
RECRUITMENT AND SELECTION CHIEF OF POLICE

COUNTY OF \_\_\_\_\_,  
Scott Kelly of Affton Public, being  
(Name) (Bidder)

duly sworn, deposes and says that:

1. He is Owner  
(owner, partner, officer, representative, agent)  
of Affton Public, the Bidder that has submitted the attached  
Bid Proposal;
2. He is fully informed respecting the preparation and contents of the attached Bid  
Proposal and of all pertinent circumstances respecting such Bid Proposal;
3. Such Bid Proposal is genuine and is not a collusive or sham Bid Proposal;
4. Neither the said Bidder nor any of its officers, partners, owners, agents,  
representatives, employees, or parties in interest, including this affiant, has in any  
way colluded, conspired, connived or agreed, directly or indirectly with any other  
Bidder, firm or person to submit a collusive or sham Bid Proposal in connection  
with the Contract for which the attached Bid Proposal has been submitted or to  
refrain from bidding in connection with such Contract, or has in any manner,  
directly or indirectly sought by agreement or collusion or communication or  
conference with any other Bidder, firm or person to fix the price or prices in the  
attached Bid Proposal or of any other Bidder, or to fix the overhead, profit or cost  
element of the Bid price or the Bid price of any other Bidder, or to secure  
through any collusion, conspiracy, connivance or unlawful agreement any  
advantage against the City of Asheville, or any person interested in the proposed  
Contract; and
5. The price or prices quoted in the attached Bid Proposal are fair and proper and  
are not tainted by any collusion, conspiracy, connivance or unlawful agreement  
on the part of the Bidder or any of its agents, representatives, owner, employees,  
or parties of interest including this affiant.

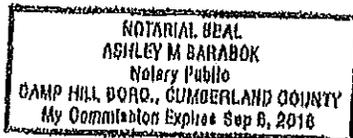
[Signature]  
Signed  
President/CEO

Title

SWORN TO AND SUBSCRIBED before me this 2 day of January, 2015.

[Signature]  
Notary Public

My Commission Expires: 9/10/2016



CITY OF ASHEVILLE  
REQUEST FOR PROPOSAL  
RECRUITMENT AND SELECTION CHIEF OF POLICE

**DRUG-FREE WORKPLACE CERTIFICATION**

Afflon Public, Contractor with the City of Asheville for  
(Contractor's name)

the project known as RFP# 961-15 Consultant Services - Chief of Police, certifies that the City's

Drug-Free Workplace Policy, as set forth in the Bid Documents ("Policy"), has been

reviewed by or explained to the officers, agents and employees of \_\_\_\_\_

Afflon Public, and \_\_\_\_\_  
(Contractor's name)

hereby agrees that the Policy is a part of the Contract and Afflon Public  
(Contractor's name)

further certifies that \_\_\_\_\_ will comply with the  
requirements thereof.

This the 2 day of January, 2015.

Afflon Public  
Contractor's Name

Attest:

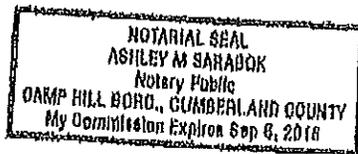
\_\_\_\_\_  
Secretary/Treasurer  
(Corporate Seal)

By: [Signature]  
President / Vice President

SWORN TO AND SUBSCRIBED before me this 2 day of January, 2015.

[Signature]  
Notary Public

My Commission Expires: 9/6/2016



CITY OF ASHVILLE  
REQUEST FOR PROPOSAL  
RECRUITMENT AND SELECTION CHIEF OF POLICE

EXECUTION OF PROPOSAL

By submitting this proposal, the potential contractor certifies the following:

1. This proposal is signed by an authorized representative of the firm.
2. The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and are included in the proposed cost.
3. All labor costs, direct and indirect, have been determined and are included in the proposed cost.
4. The potential contractor has read and understands the conditions set forth in this RFP, and agrees to them with no exceptions.

Therefore in compliance with this Request for Proposals, and subject to all conditions herein, the undersigned offers and agrees, if this proposal is accepted within 90 days from the date of the opening, to furnish the subject services.

VENDOR: Affion Public

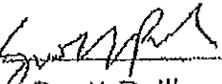
ADDRESS: 2120 Market Street, Suite 100

CITY, STATE, ZIP: Camp Hill, PA 17011

TELEPHONE NUMBER: 717-214-4922

EMAIL ADDRESS: reilly@affionpublic.com

FEDERAL EMPLOYER IDENTIFICATION NUMBER:  
26-1884140

SIGNATURE:  TITLE: President/CEO

TYPED NAME: Scott Reilly DATE: 1/2/15

THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR PROPOSAL.  
UNSIGNED PROPOSALS WILL NOT BE CONSIDERED.  
NON-COLLUSION AFFIDAVIT

STATE OF \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/17/2014

<b>PRODUCER</b> Independent Brokers of America 1404 E Chocolate Avenue Hershey PA 17033		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.	
<b>INSURER</b> Affion Public LLC 20 N 2nd St Suite 200 Harrisburg PA 17101		<b>INSURERS AFFORDING COVERAGE</b> INSURER A: Travelers INSURER B: INSURER C: INSURER D: INSURER E:	<b>NAIC #</b> 25669

### 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.

INSURED	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN. AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> WHO: <input type="checkbox"/> PER: <input type="checkbox"/> LOD:	1-800-7346P970-ACJ-10	03/10/2014	03/10/2015	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (See restrictions)				\$ 100,000
					MED EXP (Adv. Serv. Incl.) \$ 16,000
					PERSONAL & ADV. INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMPO/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> RENTED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	1-800-7346P970-ACJ-10	03/10/14	03/10/15	COMBINED SINGLE LIMIT (See exclusions) \$ 1,000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY: EA AGG \$
	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$
					AGGREGATE \$
					\$
					\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY EMPLOYER OR PARTNER/EXECUTIVE OFFICER/SHARED EXCLUDED? (mandatory) <input type="checkbox"/> (Yes, describe under SPECIAL PROVISIONS below)	1FUB-7346P02-B-10	03/10/14	03/10/15	<input checked="" type="checkbox"/> W/CD/ND <input type="checkbox"/> TORY/LIMITS <input type="checkbox"/> OTH. (REF.) EL EACH ACCIDENT \$ 100,000 EL DISEASE - EA EMPLOYEE \$ 700,000 EL DISEASE - POLICY LIMIT \$ 800,000
B	Professional Liability	106697004	00/09/2014	09/09/2016	1,000,000 Ded 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 Certificate Holder is included as additional insured with respects to General Liability coverage and Auto Liability as required by written contract.

<b>CERTIFICATE HOLDER</b> City of Asheville PO BOX 7148 Asheville, NC 28802	<b>CANCELLATION</b> 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 HAND IN HAND, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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### IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

### DISCLAIMER

This Certificate of Insurance does not constitute a contract between the Issuing Insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.