

AGREEMENT
between
THE CITY OF COCONUT CREEK
And
VECTOR FLEET MANAGEMENT, LLC
for
FLEET MANAGEMENT AND MAINTENANCE SERVICES
RFP NO. 06-27-18-10

THIS AGREEMENT is made and entered into this 6th day of OCT., 2018 by and between the City of Coconut Creek, a municipal corporation, with principal offices located at 4800 West Copans Road, Coconut Creek, FL 33063 (the "City") and Vector Fleet Management, LLC Company with offices located at 9300 Harris Corners Parkway, Suite 350, Charlotte, NC 28269 (the "Vendor") to provide Fleet Management and Maintenance Services pursuant to RFP No. 06-27-18-10.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Vendor agree as follows:

1) The Contract Documents

The contract documents consist of this Agreement, conditions of the contract of RFP No. 06-27-18-10, all addenda issued prior to, and all modifications issued after execution of this Agreement. These contract documents form the Agreement, and all are as fully a part of the Agreement if attached to this Agreement or repeated therein.

2) The Work

The Vendor shall perform all work for the City required by the contract documents and as set forth below:

- a) Vendor shall furnish all labor, materials, and equipment necessary as indicated in the specifications herein.
- b) Vendor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Vendor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Vendor shall at all times have a competent supervisor on the job site to enforce these policies and procedures at the Vendor's expense.
- c) Vendor shall provide the City with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.
- d) Vendor shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Vendor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.
- e) Vendor shall have one (1) certified Harley Davidson mechanic on duty at all times at the start of the contract. Additionally, vendor shall make a Harley Davidson mechanic

available to the City within thirty (30) minutes in the event that the Harley Davidson mechanic assigned to the City is unavailable or the work load requires an additional Harley Davidson mechanic as determined by the Public Works Director or designee.

On May 1, 2019, the Vendor shall have two (2) certified Harley Davidson mechanics on duty at all times. Additionally, vendor shall make a Harley Davidson mechanic available to the City within thirty (30) minutes in the event that the Harley Davidson mechanic assigned to the City is unavailable or the work load requires an additional mechanic as determined by the Public Works Director or designee.

In the event that the Vendor is unable to provide an additional Harley Davidson certified mechanic within thirty (30) minutes due to a change in contractual relationships with its other customers, vendor shall have a third Harley Davidson certified mechanic assigned to the City of Coconut Creek.

All penalties as noted in the contract shall apply if the vendor is unable to meet the requirements related to providing certified Harley Davidson mechanics.

3) Contract Price

The Agreement shall be performed in current funds pursuant to RFP No. 06-27-18-10. Pricing shall be as per Attachment "A" - Schedule of Proposal Prices.

4) Contract Term

The initial Agreement period shall be for five (5) years, beginning on October 6, 2018 through October 5, 2023.

5) Contract Extension

The City reserves the right to extend the Agreement for five (5) additional one (1) year periods, providing both parties agree to the extension; all the terms, conditions and specifications remain the same; and such extension is approved by the City. Vendor shall give written notice to the City not less than ninety (90) days prior to renewal date of any adjustment in the initial Contract amount. Agreement renewal shall be based on satisfactory performance, mutual acceptance, and determination that the Contract is in the best interest of the City.

In the event services are scheduled to end because of the expiration of this contract, the Vendor shall continue the service upon the request of the Contract Administrator. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Vendor shall be compensated for the service at the rate(s) in effect when the City invokes this extension clause.

6) Conditions for Emergency/Hurricane or Disaster

It is hereby made a part of this agreement that before, during and after a public emergency, disaster, hurricane, flood or other substantial loss that the City of Coconut Creek shall require a **"first priority"** basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public safety and health, as determined by the City Manager. Awarded Vendor/Contractor agrees to rent/sell/lease all goods and services to the City or other governmental entities, as opposed to a private citizen or corporation, on a first priority basis. The City expects to pay a fair and reasonable price for all products/services in the event of a disaster, emergency or hurricane. Awarded Vendor/Contractor shall furnish a twenty-four (24) hour telephone number in the event of such an emergency.

7) Independent Contractor

Vendor is an independent Contractor under this Agreement. Personal services provided by the Vendor shall be by employees of the Vendor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of the Vendor.

8) Assignment and Subcontracting

No assignment of this Agreement or any right occurring under this Agreement shall be made, in whole or in part, by the Contractor without the express written consent of the City Commission which consent shall not be unreasonably withheld. In the event of any assignment, the assignee shall assume the rights, duties and responsibilities of the Contractor.

9) Notice

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended at the following addresses.

CITY

City Manager
City of Coconut Creek
4800 West Copans Road
Coconut Creek, FL 33063
With a copy to the City Attorney at the same address.

VENDOR

Aubrey Felton
Vector Fleet Management, LLC
9300 Harris Corners Parkway, Suite 350
Charlotte, NC 28263
Phone: 864-363-6278 Cell: 561-339-6877
Fax: 704-921-9880
Email: Afelton@vectorfleet.com

10) Agreement Subject to Funding

This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Coconut Creek in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

11) Venue

The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place exclusively in the Seventeenth Judicial Circuit in and for Broward County, Florida and that all litigation between them in the federal courts shall take place exclusively in the Southern District in and for the State of Florida.

12) Signatory Authority

The Vendor shall provide the City with copies of requisite documentation evidencing that the signatory for Vendor has the authority to enter into this Agreement.

13) Severability; Waiver of Provisions

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.

14) Merger; Amendment

This Agreement constitutes the entire Agreement between the Vendor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Vendor and the City.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF COCONUT CREEK, through its City Manager or designee and Vector Fleet Management, LLC, signing by and through James A. Overstreet, President, duly authorized to execute same.

CITY OF COCONUT CREEK



Mary C. Blasi 10/15/18
Mary C. Blasi, City Manager Date

Leslie Wallace May 10/15/18
Leslie Wallace May Date
City Clerk

Approved as to form and legal sufficiency:

Terrill C. Pyburn 10/11/18
Terrill C. Pyburn, City Attorney Date

VENDOR

ATTEST:

Eric S. Lewandowski
(Corporate Secretary)

Vector Fleet Management
Company Name

James A. Overstreet 09-27-18
Signature of President/Owner Date

Eric S. Lewandowski
Type/Print Name of Corporate Secy.

James A. Overstreet
Type/Print Name of President/Owner

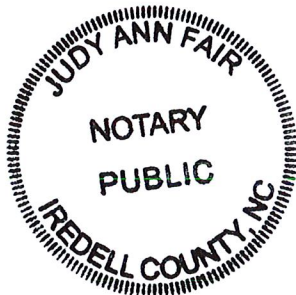
(CORPORATE SEAL)

CORPORATE ACKNOWLEDGEMENT

STATE OF North Carolina
COUNTY OF Mecklenburg :SS

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared James A Overstreet, of Vector Fleet Management a Delaware Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this 27th day of September, 2018.



Judy Ann Fair
Signature of Notary Public
State of Florida at Large
North Carolina

Judy Ann Fair
Print, Type or Stamp
Name of Notary Public

☐ Personally known to me or
☒ Produced Identification

Driver License
Type of I.D. Produced

☐ DID take an oath, or
☒ DID NOT take an oath.

ATTACHMENT "A"

CITY OF COCONUT CREEK FLEET MANAGEMENT AND MAINTENANCE SERVICES RFP NO. 06-27-18-10

SCHEDULE OF PROPOSAL PRICES

1.	Description	UOM	Vector Fleet Management, LLC
1.1	Wages & Salaries - Management/Admin. Personnel	YR	\$111,563.25
1.2	Wages & Salaries - Mechanics	YR	\$223,126.50
1.3	Wages & Salaries - Parts Personnel	YR	\$0.00
1.4	Wages & Salaries - Other Personnel	YR	\$0.00
1.5	Fringe Benefits	YR	\$112,121.07
1.6	Parts & Supplies - Parts & Accountable Supplies	YR	\$184,783.64
1.7	Parts & Supplies - Indirect Shop Supplies	YR	\$7,500.00
1.8	Subcontractor Services	YR	\$21,535.77
1.9	Overhead	YR	\$84,160.00
1.1	Corporate Admin. & Mgmt. Fees	YR	\$73,670.00
2. Targeted Operating Budget Services - YEAR ONE (1)		TOTAL	\$818,460.23
2.1	Wages & Salaries Management/Admin. Personnel	YR	\$112,528.26
2.2	Wages & Salaries Mechanics	YR	\$225,056.52
2.3	Wages & Salaries Parts Personnel	YR	\$0.00
2.4	Wages & Salaries Other Personnel	YR	\$0.00
2.5	Fringe Benefits	YR	\$113,090.90
2.6	Parts & Supplies - Parts Accountable Supplies	YR	\$187,667.90
2.7	Parts & Supplies - Indirect Shop Supplies	YR	\$7,500.00
2.8	Subcontractor Services	YR	\$21,858.80
2.9	Overhead	YR	\$81,939.51
2.1	Corporate Admin. & Mgmt. Fees	YR	\$74,150.00

3. Targeted Operating Budget Services - YEAR TWO (2)		TOTAL	\$823,791.89
3.1	Wages & Salaries Management/Admin. Personnel	YR	\$115,263.87
3.2	Wages & Salaries Mechanics	YR	\$230,527.75
3.3	Wages & Salaries Parts Personnel	YR	\$0.00
3.4	Wages & Salaries Other Personnel	YR	\$0.00
3.5	Fringe Benefits	YR	\$115,840.19
3.6	Parts & Supplies - Parts & Accountable Supplies	YR	\$190,454.41
3.7	Parts & Supplies - Indirect Shop Supplies	YR	\$7,500.00
3.8	Subcontractor Services	YR	\$22,186.69
3.9	Overhead	YR	\$82,920.83
3.10	Corporate Admin. & Mgmt. Fees	YR	\$75,652.00
4. Targeted Operating Budget Services - YEAR THREE (3)		TOTAL	\$840,345.74
4.1	Wages & Salaries Management/Admin. Personnel	YR	\$118,096.42
4.2	Wages & Salaries Mechanics	YR	\$236,192.84
4.3	Wages & Salaries Parts Personnel	YR	\$0.00
4.4	Wages & Salaries Other Personnel	YR	\$0.00
4.5	Fringe Benefits	YR	\$118,686.90
4.6	Parts & Supplies - Parts & Accountable Supplies	YR	\$193,566.85
4.7	Parts & Supplies - Indirect Shop Supplies	YR	\$7,500.00
4.8	Subcontractor Services	YR	\$22,519.49
4.9	Overhead	YR	\$83,919.83
4.10	Corporate Admin. & Mgmt. Fees	YR	\$77,200.00
5. Targeted Operating Budget Services - YEAR FOUR (4)		TOTAL	\$857,682.33
5.1	Wages & Salaries Management/Admin. Personnel	YR	\$121,031.49
5.2	Wages & Salaries Mechanics	YR	\$242,062.98
5.3	Wages & Salaries Parts Personnel	YR	\$0.00
5.4	Wages & Salaries Other Personnel	YR	\$0.00

5.5	Fringe Benefits	YR	\$121,636.65
5.6	Parts & Supplies - Parts & Accountable Supplies	YR	\$196,582.85
Continued			
5.7	Parts & Supplies - Indirect Shop Supplies	YR	\$7,500.00
5.8	Subcontractor Services	YR	\$22,857.28
5.9	Overhead	YR	\$84,935.83
5.10	Corporate Admin. & Mgmt. Fees	YR	\$78,794.00
Targeted Operating Budget Services YEAR FIVE (5)		TOTAL	\$875,401.08
TOTAL YEARS 1 THROUGH 5			\$4,215,681.27
6. Optional	Parts	Parts % Cost & Misc.	
6.1	Parts Costs	0%	
6.2	Vehicle Equipment Install, non-target regular time, after normal shop hours.	\$ 49.27 per hour	

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/09/2018

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 LIABILITY 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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff Insurance Services 5925 Carnegie Blvd Suite 400 Charlotte, NC 28209 704 954-3000	CONTACT NAME: Brian DuPre-Account Executive	
	PHONE (A/C, No, Ext): 704 954-3020	FAX (A/C, No):
	E-MAIL ADDRESS: bdupre@mcgriffininsurance.com	
INSURED Vector Fleet Management, LLC 9300 Harris Corners Parkway Suite 350 Charlotte, NC 28269	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Travelers Property Casualty Co of Amer	NAIC # 25674
	INSURER B : Travelers Casualty & Surety Company	19038
	INSURER C : Tokio Marine Specialty Insurance Co.	23850
	INSURER D : Travelers Indemnity Company	25658
	INSURER E :	
	INSURER F :	

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:	X	X	6308K459064	05/31/2018	05/31/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
D	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY Garagekeepers ☒ SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	8108K335713	05/31/2018	05/31/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB DED ☒ RETENTION \$25,000	X	X	CUP8K386657	05/31/2018	05/31/2019	EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y ☐ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	UB8K335713	05/31/2018	05/31/2019	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
C	Pollution Policy Premises and Contracted Ops	X	X	PPK1820601	05/31/2018	05/31/2019	\$1,000,000 Incident \$1,000,000 Aggregate \$ 50,000 Deductible

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

Workers' Compensation applies for this certificate as stated in the policy under Sections 3A and 3C but

regardless does not apply in the monopolistic states of ND, WY, OH, WA.

Excluded LLC Members not active in the business: Ashley P. Gosnell, Thomas H. Gosnell II,

Arthur R. Gosnell

(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

City of Coconut Creek - Purchasing Division Risk Manager 4800 West Copans Road Coconut Creek, FL 33063	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 

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DESCRIPTIONS (Continued from Page 1)

City of Coconut Creek, its Officers, Agents, Employees and Commission Members, are shown as Additional Insured when required by written contract for General Liability, including ongoing and completed operations, and Auto Liability. Coverage applies for the Additional Insured on a primary and noncontributory basis. Waiver of subrogation applies in favor of the Additional Insured for General Liability, Auto Liability and Workers Compensation when required by written contract. Umbrella Liability follows the form of underlying policies. Thirty (30) day prior written notice of cancellation, other than nonpayment which is 10 days, will be given to the Certificate Holder. Auto Policy includes Garagekeeper's Legal Liability coverage in the amount of \$500,000.

Renewable Performance & Payment Bond
BOND # 20BSBHY8282

KNOW ALL MEN BY THESE PRESENTS: That Vector Fleet Management, LLC hereinafter called the Principal), and Hartford Fire Insurance Company (hereinafter called the Surety), are held and firmly bound unto City of Coconut Creek (hereinafter called the Obligee), in the full and just sum of One Million and 00/100 Dollars (\$1,000,000.00) the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, and each of their heirs, administrators, executors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal and Obligee have entered into a written Agreement dated the 6 day of OCTOBER, 2018 for Fleet Management and Maintenance Services, RFP No. 06-27-18-10 outlined in bid documents project specifications.

WHEREAS, the Obligee has agreed to accept a bond guaranteeing the performance of said Agreement for a period of one year, including the payment of labor and material furnished for use in the performance of said Agreement for a period of one year.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the Principal shall well and truly perform, during the term of this bond, each and every obligation in said Agreement at the time and in the manner specified, and shall reimburse said Obligee for any loss which said Obligee may sustain by reason of failure or default on the part of said Principal, than this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, That this bond is subject to the following conditions:

1. This bond is for the term beginning October 6, 2018 and ending October 5, 2019. The bond may be renewed for additional terms at the option of the surety, by continuation certificate executed by the Surety. Neither non-renewal by the surety, nor failure, nor inability of the Principal to file a replacement bond shall constitute a loss to the Obligee recoverable under this bond.
2. No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety on this instrument unless same be brought or instituted upon the Surety within one year from termination or expiration of the bond term.
3. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrator or successors of Obligee.
4. The aggregate liability of the surety is limited to the penal sum stated herein regardless of the number or amount of claims brought against this bond and regardless of the number of years this bond remains in force.
5. If any conflict or inconsistency exists between the Surety's obligations or undertakings as described in this bond and as described in the underlying Agreement, then the terms of this bond shall prevail.

6. This bond shall not bind the Surety unless the bond is accepted by the Obligee. If the Obligee objects to any language contained herein, within 30 days of the date this bond is signed and sealed by the Surety, Obligee shall return this bond, certified mail or express courier, to the Surety at its address at:

Failure to return the bond as described above shall constitute Obligee's acceptance of the terms and conditions, herein.

Signed and sealed this 12th day of October, 2018

PRINCIPAL:

Vector Fleet Management, LLC

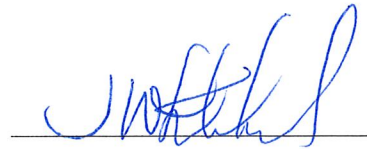
SURETY:

Hartford Fire Insurance Company

(seal)

(seal) Eric S. Lewandowski, VP Finance

(Name & Title)



Jynell Whitehead, Attorney-in-Fact

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
BOND, T-12
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: Willis Service Center

Agency Code: 13-650092

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
☒ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
☒ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of unlimited:**

Jeannette Porini, Aiza Anderson, Erin L. Kierman, Melissa Stanton, Aimee R. Perondine, Donna M. Planeta, Michelle Anne McMahon, Joshua Sanford, Brian Peters, Danielle D. Johnson, Bethany Stevenson, Jynell Marie Whitehead, Tanya Nguyen, Mercedes Phothirath, Saykham Chanthasone, Samuel E Begun, Eric Strba, Lorina Garcia of Hartford, CT

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray

John Gray, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 11th day of January, 2016, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Kathleen T. Maynard
Kathleen T. Maynard
Notary Public
My Commission Expires July 31, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of *October 12, 2018*
Signed and sealed at the City of Hartford.



Kevin Heckman

Kevin Heckman, Assistant Vice President