

**AMENDMENT NO. 4**

**WHEREAS, Suffolk County Community College ("College") and Huntington T. Block Insurance Agency, Inc. ("Contractor")** entered into an Agreement on May 18, 2018 wherein Contractor agreed to provide to the College insurance brokerage services for Small Museum Collection and Temporary Loans ("**Services**"); and

**WHEREAS**, on February 1, 2019, the parties executed Amendment No. 1 to the Agreement which extended the term thereof to August 31, 2019, and

**WHEREAS**, on September 26, 2019, the parties executed Amendment No. 2 to the Agreement, which extended the term thereof to August 31, 2020; and

**WHEREAS**, on September 1, 2020, the parties executed Amendment No. 3 to the Agreement, which extended the term thereof to August 31, 2021; and

**WHEREAS**, the College desires to further extend the Agreement for an additional one (1) year upon the same terms, conditions and cost as the original Agreement.

**NOW, THEREFORE**, it is mutually understood and agreed by and between the parties hereto as follows:


- 1) The term of the Agreement shall be extended for the period beginning **September 1, 2021 through August 31, 2022**; and
- 2) All other terms and conditions of the original Agreement and Amendments thereto, not inconsistent herewith, shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed this Amendment as of the latest date written below.

**Huntington T. Block Insurance Agency, Inc.**  
FID # 52-1725111

**Suffolk County Community College**

By:   
Joseph C. Dunn  
President & CEO

By:   
Dr. Edward Bonahue  
President

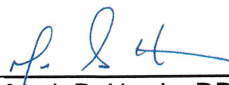
Date: July 21, 2021

Date: 7/23/21

**Approved as to Legality:**  
**Suffolk County Community College**

**Approved:**  
**Suffolk County Community College**

By: Alicia S. O'Connor  
Alicia S. O'Connor  
College Deputy General Counsel

By:   
Mark D. Harris, DBA  
Vice President for Business and  
Financial Affairs

Date: \_\_\_\_\_

Date: 07.21.2021

**AMENDMENT NO. 3**

**WHEREAS, Suffolk County Community College ("College") and Huntington T. Block Insurance Agency, Inc. ("Contractor")** entered into an Agreement on May 18, 2018 wherein Contractor agreed to provide to the College insurance brokerage services for Small Museum Collection and Temporary Loans ("**Services**"); and

**WHEREAS**, on February 1, 2019, the parties executed Amendment No. 1 to the Agreement which extended the term thereof to August 31, 2019, and

**WHEREAS**, on September 26, 2019, the parties executed Amendment No. 2 to the Agreement, which extended the term thereof to August 31, 2020; and

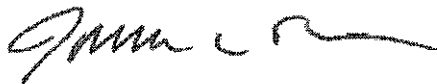
**WHEREAS**, the College desires to further extend the Agreement for an additional one (1) year upon the same terms, conditions and cost as the original Agreement.

**NOW, THEREFORE**, it is mutually understood and agreed by and between the parties hereto as follows:

- 1) The Contractor's new address shall be reflected in the Agreement, as follows:  
2001 K Street NW, Suite 625 North, Washington DC 20006;
- 2) The term of the Agreement shall be extended for the period beginning **September 1, 2020 through August 31, 2021**; and
- 3) All other terms and conditions of the original Agreement and Amendments thereto, not inconsistent herewith, shall remain in full force and effect.


**IN WITNESS WHEREOF**, the parties have executed this Amendment as of the latest date written below.

**Huntington T. Block Insurance Agency, Inc.**  
FID # 52-1725111

By:   
\_\_\_\_\_  
Joseph C. Dunn  
President & CEO

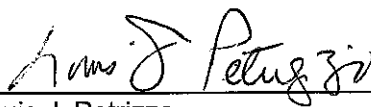
Date: September 1, 2020

**Approved as to Legality:**  
**Suffolk County Community College**

By:   
\_\_\_\_\_  
Alicia S. O'Connor  
College Deputy General Counsel

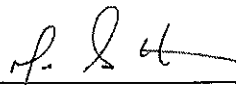
Date: 09/01/2020

**Suffolk County Community College**

By:   
\_\_\_\_\_  
Louis J. Petrizzo  
Interim President

Date: 09/01/2020

**Approved:**  
**Suffolk County Community College**

By:   
\_\_\_\_\_  
Mark D. Harris, DBA  
Vice President for Business and  
Financial Affairs

Date: 9.1.2020

**AMENDMENT NO. 2**

**WHEREAS**, Suffolk County Community College ("College") and Huntington T. Block Insurance Agency, Inc. ("Contractor") entered into an Agreement on May 18, 2018 wherein Contractor agreed to provide to the College insurance brokerage services for Small Museum Collection and Temporary Loans ("Services"); and

**WHEREAS**, on February 1, 2019, the parties executed Amendment No. 1 to the Agreement which extended the term thereof to August 31, 2019, and

**WHEREAS**, the College desires to further extend the term of the Agreement for one (1) year upon the same terms, conditions and cost as the original Agreement.

**NOW, THEREFORE**, it is mutually understood and agreed by and between the parties hereto as follows:

- 1) The term of the Agreement shall be extended for the period beginning **September 1, 2019 through August 31, 2020**; and
- 2) All other terms and conditions of the original Agreement and Amendments thereto, not inconsistent herewith, shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed this Amendment as of the latest date written below.

**Huntington T. Block Insurance Agency, Inc.**  
FID # 52-1725111

**Suffolk County Community College**

By:   
Joseph C. Dunn  
President & CEO


By:   
Louis J. Petrizzo  
College General Counsel/Executive V.P.

Date: 9/20/19

Date: 09/26/19

**Approved as to Legality:**  
**Suffolk County Community College**

**Approved:**  
**Suffolk County Community College**

By:   
Alicia S. O'Connor  
College Deputy General Counsel

By:   
Sara E. Gorton  
Associate Dean of Financial Affairs

Date: 9/25/19

Date: 9/25/19

**AMENDMENT NO. 1**

**WHEREAS**, Suffolk County Community College ("College") and **Huntington T. Block Insurance Agency, Inc.** ("Contractor") entered into an Agreement on May 18, 2018 wherein Contractor agreed to provide to the College insurance brokerage services for Small Museum Collection and Temporary Loans ("Services"); and

**WHEREAS**, the College desires to extend the term of the Agreement for one (1) year upon the same terms and conditions and cost as the original Agreement.

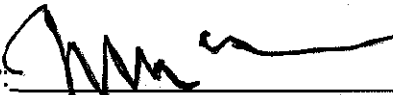
**NOW, THEREFORE**, it is mutually understood and agreed by and between the parties hereto as follows:

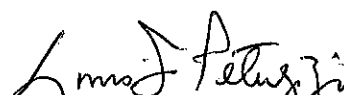
- 1) The Agreement shall be extended for one (1) year beginning **September 1, 2018 through August 31, 2019.**
- 2) All other terms and conditions of the original Agreement, not inconsistent herewith, shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed this Amendment as of the latest date written below.

**Huntington T. Block Insurance Agency, Inc.**  
Fed. Tax ID # 52-1725111  
Tel.: (202) 429-8590

**Suffolk County Community College**

By:   
\_\_\_\_\_  
Joseph C. Dunn  
President & CEO

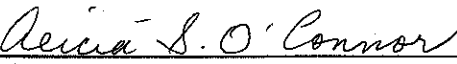
By:   
\_\_\_\_\_  
~~Dr. Shaun L. McKay~~ Louis J. Petrizzo  
~~President~~ College General Counsel /  
Executive Vice President

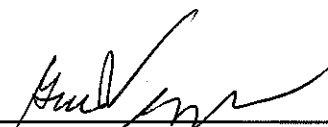
Date: 1-9-2019

Date: 02/01/19

**Approved as to Legality:**  
**Suffolk County Community College**

**Approved:**  
**Suffolk County Community College**

By:   
\_\_\_\_\_  
~~Louis J. Petrizzo~~ Alicia S. O'Connor  
~~College General Counsel/Executive V.P.~~  
College Deputy General Counsel

By:   
\_\_\_\_\_  
Gail Vizzini  
Vice President for Business and  
Financial Affairs

Date: 1/30/19

Date: JAN 31 2019

**AGREEMENT**

This Agreement ("Agreement") is between **Suffolk County Community College ("College")**, having its principal office at 533 College Road, Selden, New York 11784-2899, a community college established pursuant to New York State Education Law, under the sponsorship of the **County of Suffolk ("County")**, a municipal corporation of the State of New York, and

**Huntington T. Block Insurance Agency, Inc. ("Contractor")**, a corporation of the District of Columbia authorized to conduct business in the State of New York, having a principal place of business at 1120 20<sup>th</sup> Street NW, 6<sup>th</sup> Floor, Washington, DC 20036.

The parties hereto desire for Contractor to provide to the College insurance brokerage services for Small Museum Collection and Temporary Loans ("Services").

**Term of Agreement:** September 1, 2017 through August 31, 2018 with four (4) one-year options to renew at the sole and absolute discretion of the College.

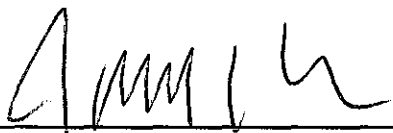
**Total Cost of Agreement:** As set forth in Exhibit E, attached hereto.


**Terms and Conditions:** Shall be as set forth in Exhibits A through G, attached hereto and made a part of this Agreement.

In Witness Whereof, the parties hereto have executed this Agreement as of the latest date written below.

**Huntington T. Block Insurance Agency, Inc.**  
Fed. Tax ID # 52-1725111  
Tel.: (202) 429-8590

**Suffolk County Community College**

By:   
Joseph C. Dunn  
President & CEO

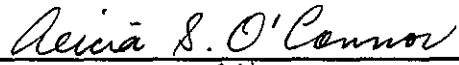
By:   
~~Dr. Shaun L. McKay~~ LOUIS J. PETRIZZO  
~~President~~ EXECUTIVE VICE PRESIDENT

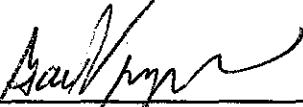
Date: 5/1/2018

Date: 05/18/18

**Approved as to Legality:**  
**Suffolk County Community College**

**Approved:**  
**Suffolk County Community College**

By:   
Louis J. Petrizzo Alicia S. O'Connor  
College Deputy General Counsel/Executive V.P.

By:   
Gail Vizzini  
Vice President for Business and  
Financial Affairs

Date: 5/18/18

Date: 5/18/18

**LIST OF EXHIBITS**

**Exhibit A  
General Terms and Conditions**

1. Contractor Responsibilities
2. Term and Termination
3. Indemnification
4. Insurance
5. Independent Contractor
6. Severability
7. Merger; No Oral Changes
8. Set-Off Rights
9. Non-Discrimination in Services
10. College's Non-Discrimination Notice
11. Nonsectarian Declaration
12. Governing Law
13. No Implied Waiver
14. Conflicts of Interest
15. Cooperation on Claims
16. Confidentiality
17. Assignment and Subcontracting
18. No Intended Third Party Beneficiaries
19. Certification as to Relationships
20. Publications and Publicity
21. Copyrights and Patents

**Exhibit B  
Suffolk County Legislative Requirements – Intentionally Omitted**

**Exhibit C**  
**Notices and Contact Persons**

1. Notices Relating to Payments, Reports, or Other Submissions
2. Notices Relating to Insurance
3. Notices Relating to Termination and/or Litigation

**Exhibit D**  
**Description of Services**

**Exhibit E**  
**Payment Terms and Conditions**

1. General Payment Terms and Conditions
2. Agreement Subject to Appropriation of Funds
3. Limit of College's Obligations
4. Specific Payment Terms and Conditions

**Exhibit F**  
**College's Request for Proposals**

**Exhibit G**  
**Contractor's Proposal**

**EXHIBIT A**  
**General Terms and Conditions**

**Whereas**, the College issued a Request for Proposals ("RFP"), which was advertised on July 6, 2017; and

**Whereas**, the Contractor submitted a proposal in response to such RFP on July 25, 2017; and

**Whereas**, the College has selected the Contractor to provide the services as set forth herein; and

**Now, therefore**, in consideration of the mutual provisions and covenants hereafter set forth, the parties hereto agree as follows:

**1. Contractor Responsibilities**

**a. Services**

Contractor shall provide the Services described in Exhibit D, entitled "Description of Services."

**b. Qualifications and Licenses**

To the extent applicable, Contractor specifically represents and warrants that it has and shall possess, and that, to the extent applicable, its employees, agents and subcontractors have and shall possess, the required education, knowledge, experience and character necessary to qualify them individually for the particular duties they perform and that Contractor has and shall have, and, to the extent applicable, its employees, agents and subcontractors have and shall have, all required authorizations, certificates, certifications, registrations, licenses, permits or other approvals required by the State, County or other authorities for the Services provided.

**2. Term and Termination**

**a. Term**

This Agreement shall cover the period set forth on page one of this Agreement, unless sooner terminated as provided below. Upon receipt of a Termination Notice, as that term is defined below, Contractor shall promptly discontinue all Services affected, unless otherwise directed by the Termination Notice; provided, however, that the refusal of the College to accept a proposal of insurance after appropriate consultation between the parties, in accordance with the obligations set forth in the Description of Services herein (see Exhibit D), shall be grounds to terminate this Agreement.

**b. Termination for Cause**

**i.** A failure to maintain the amount and types of insurance required by this Agreement may result in immediate termination of this Agreement, in the sole discretion of the College.

**ii.** Failure to comply with federal, state or local laws, rules, regulations, or College or County policies or directives may result in immediate termination of this Agreement, in the sole discretion of the College.



- iii. If Contractor becomes bankrupt or insolvent or falsifies its records or reports, or misuses its funds from whatever source, the College may terminate this Agreement in whole or in part, effective immediately, or, at its option, effective at a later date specified in the notice of such termination to Contractor.
- iv. In the event of a failure on the part of Contractor to observe any of the other terms and conditions of this Agreement, this Agreement may be terminated in whole or in part in writing by the College provided that no such termination shall be effective unless Contractor is given five (5) calendar days' (or longer, at the College's option) written notice of intent to terminate (Notice of Intent to Terminate), delivered in accordance with the Exhibit entitled "Notices and Contact Persons." During such five (5) day period, (or longer, at the College's option) Contractor will be given an opportunity for consultation with the College and an opportunity to cure all failures of its obligations prior to termination by the College. In the event that Contractor has not cured all its failures to fulfill its obligations to the satisfaction of the College by the end of the (5) day period (or longer, at the College's option), the College may issue a written termination notice (Termination Notice), effective immediately.

**c. Termination for Emergencies**

An emergency or other condition involving possible loss of life, threat to health and safety, destruction of property or other condition deemed to be dangerous, in the sole discretion of the College, may result in immediate termination of this Agreement, in whole or in part.

**d. Termination for Convenience**

The College shall have the right to terminate this Agreement at any time and for any reason deemed to be in its best interest, provided that no such termination shall be effective unless Contractor is given thirty (30) calendar days' prior written notice (Termination Notice). In such event of termination, the College shall pay Contractor for the services rendered through the date of termination.

**e. Payments upon Termination**

- i. Upon receiving a Termination Notice, Contractor shall promptly discontinue all services affected unless otherwise directed by the Termination Notice.
- ii. The College shall be released from any and all responsibilities and obligations arising from the services provided in accordance with this Agreement, effective as of the date of termination, but the College shall be responsible for payment of all claims for services provided and costs incurred by Contractor prior to termination of this Agreement, that are pursuant to, and after Contractor's compliance with, the terms and conditions of this Agreement.
- iii. Upon termination, Contractor agrees to promptly reimburse to the College the balance of any funds advanced to Contractor by the College. Upon termination, any funds paid to Contractor by the College which were used by Contractor in a manner that failed to comply with the terms and conditions of this Agreement must be promptly reimbursed. If there is no response or if satisfactory repayments are not made, the College may recoup such payments from any amounts due or becoming due to Contractor from the College.

under this Agreement or otherwise. The provisions of this subparagraph shall survive the expiration or termination of the Agreement.

### 3. Indemnification

#### a. General

Contractor agrees that it shall protect, defend, indemnify and hold harmless the College and/or County and their officers, officials, employees, contractors, agents and other persons from and against all third party liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys' fees (collectively, "Third Party Claims"), arising out of the intentional acts, negligence or gross negligence of Contractor in connection with the services described or referred to in this Agreement except to the extent the College and/or County contributed or caused such Third Party Claims.

#### b. Federal Copyright Act

Contractor hereby represents and warrants that it will not infringe upon any copyrighted work or material in accordance with the Federal Copyright Act during the performance of this Contract. Furthermore, Contractor agrees that it shall protect, indemnify and hold harmless the College and/or County and their officers, officials, employees, contractors, agents and other persons from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorney's fees, arising out of the acts or omissions or the negligence of Contractor in connection with the services described or referred to in this Agreement. Contractor shall defend the College and/or County and their officers, officials, employees, contractors, agents and other persons in any suit, including appeals, or, at the College and/or County's option, pay reasonable attorney's fees for defense of any such suit arising out of the acts or omissions or negligence of Contractor, its officers, officials, employees, subcontractors, lessees, licensees, invitees or agents, if any, in connection with the services described or referred to in this Agreement.

### 4. Insurance

a. Contractor agrees to procure, pay the entire premium for and maintain throughout the term of this Agreement, insurance in amounts and types specified by the College. Contractor agrees to require that all of its subcontractors, in connection with work performed for Contractor related to this Agreement, procure, pay the entire premium for and maintain throughout the term of this Agreement insurance in amounts and types equal to that specified by the College for Contractor. Unless otherwise specified by the College and agreed to by Contractor, in writing, such insurance shall be as follows:

- i. **Commercial General Liability** insurance, including contractual liability coverage, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and Two Million Dollars (\$2,000,000.00) per occurrence for property damage.
- ii. **Automobile Liability** insurance (if any vehicles are used by Contractor in the performance of this Agreement) in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand Dollars (\$100,000.00) for property damage per occurrence.

- iii. **Worker's Compensation and Employer's Liability** insurance in compliance with all applicable New York State laws and regulations and **Disability Benefits** insurance, if required by law.
- iv. **Professional Liability** insurance in an amount not less than Two Million Dollars (\$2,000,000.00) on either a per occurrence or claims made coverage basis.

- b. All policies providing such coverage shall be issued by insurance companies with an A.M. Best rating of A- or better.
- c. Contractor shall furnish to the College Certificates of Insurance evidencing the coverage described in (a)(i) and (a)(iv) above. **In the case of commercial general liability insurance, the College and the County of Suffolk shall be named as additional insureds. The Contractor must ensure that the certificate of insurance references the assigned Contract Number and Project Name.**
- d. Any such certificate of insurance, shall provide for the College and the County of Suffolk to be notified in writing thirty (30) days prior to any cancellation or nonrenewal of the policies. Such certificate of insurance any notice of nonrenewal or cancellation shall be mailed to the College and the County at the addresses set forth in this Agreement in the exhibit entitled "Notices and Contact Persons" or at such other address of which the College and/or the County shall have given Contractor notice in writing.

#### 5. **Independent Contractor**

It is expressly agreed that Contractor's status hereunder is that of an independent contractor. Neither Contractor, nor any person hired by Contractor shall be considered employees of the College and/or the County for any purpose.

#### 6. **Severability**

It is expressly agreed that if any term or provision of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and every other term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

#### 7. **Merger; No Oral Changes**

It is expressly agreed that this Agreement and any insurance proposals and insurance policies, if accepted by the College, represent the entire agreement of the parties. No modification of this Agreement, except for insurance proposals and changes to the insurance policies, including but not limited to endorsements, shall be valid unless written in the form of an Amendment and executed by both parties.

#### 8. **Set-Off Rights**

The College shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the College's option to withhold, for the purposes of set-off, any moneys due to Contractor under this contract up to any amounts due and owing to the College with regard to this contract and/or any other contract with the College, including any contract for a term

commencing prior to the term of this contract, plus any amounts due and owing to the College for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The College shall exercise its set-off rights in accordance with normal College practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the College, its representatives, and only after legal consultation with the College General Counsel.

**9. Non-Discrimination in Services**

During the performance of this Agreement:

- a. Contractor shall not, on the grounds of race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status:
  - i. deny any individual any services or other benefits provided pursuant to this Agreement; or
  - ii. provide any services or other benefits to an individual that are different, or are provided in a different manner, from those provided to others pursuant to this Agreement; or
  - iii. subject an individual to segregation or separate treatment in any matter related to the individual's receipt of any service(s) or other benefits provided pursuant to this Agreement; or
  - iv. restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any services or other benefits provided pursuant to this Agreement; or
  - v. treat an individual differently from others in determining whether or not the individual satisfies any eligibility or other requirements or condition which individuals must meet in order to receive any aid, care, service(s) or other benefits provided pursuant to this Agreement.
- b. Contractor shall not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status, or have the effect of defeating or substantially impairing accomplishment of the objectives of this Agreement in respect to individuals of a particular race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status, in determining:
  - i. the types of service(s) or other benefits to be provided, or
  - ii. the class of individuals to whom, or the situations in which, such service(s) or other benefits will be provided; or
  - iii. the class of individuals to be afforded an opportunity to receive services.

**10. College's Non-Discrimination Notice**

Suffolk County Community College does not discriminate on the basis of race, color, religion, creed, sex, age, marital status, gender identity or expression, sexual orientation, familial status, pregnancy, predisposing genetic characteristics, equal pay compensation-sex, national origin, military or veteran status, domestic violence victim status, criminal conviction or disability in its admissions, programs and activities, or employment. This applies to all employees, students, applicants or other members of the College community (including, but not limited to, vendors and visitors). Grievance procedures are available to interested persons by contacting either of the Civil Rights Compliance Officers/Coordinators listed below and are located at [www.sunysuffolk.edu/nondiscrimination](http://www.sunysuffolk.edu/nondiscrimination). Retaliation against a person who

files a complaint, serves as a witness, or assists or participates in the investigation of a complaint in any manner is strictly prohibited.

The following persons have been designated to handle inquiries regarding the College's non-discrimination policies:

**Civil Rights Compliance Officers**

**Christina Vargas**

Chief Diversity Officer/Title IX Coordinator  
Ammerman Campus, NFL Bldg., Suite 230  
533 College Road, Selden, New York 11784  
[vargasc@sunysuffolk.edu](mailto:vargasc@sunysuffolk.edu)  
(631) 451-4950

or

**Dionne Walker-Belgrave**

Affirmative Action Officer/Deputy Title IX Coordinator  
Ammerman Campus, NFL Bldg., Suite 230  
533 College Road, Selden, New York 11784  
[walkerd@sunysuffolk.edu](mailto:walkerd@sunysuffolk.edu)  
(631) 451-4051

**11. Nonsectarian Declaration**

Contractor agrees that all services performed under this Agreement are secular in nature, that no funds received pursuant to this Agreement will be used for sectarian purposes or to further the advancement of any religion, and that no services performed under this program will discriminate on the basis of religious belief.

**12. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws.

**13. No Implied Waiver**

No waiver shall be inferred from any failure or forbearance of the College to enforce any provision of this Agreement in any particular instance or instances, but the same shall otherwise remain in full force and effect notwithstanding any such failure or forbearance.

**14. Conflicts of Interest**

- a. Contractor agrees that it will not during the term of this Agreement engage in any activity that is contrary to and/or in conflict with the goals and purposes of the College and/or the County.
- b. Contractor is charged with the duty to disclose to the College and/or the County the existence of any such adverse interests. This duty shall continue so long as Contractor is retained on behalf of the College. The determination as to whether or when a conflict exists or may potentially exist

shall ultimately be made by the College General Counsel and the County Attorney after full disclosure is obtained.

**15. Cooperation on Claims**

Each of the parties hereto agrees to render diligently to the other party, without additional compensation, any and all cooperation, that may be required to defend the other party, its employees and designated representatives against any claim, demand or action that may be brought against the other party, its employees or designated representatives in connection with this Agreement.

**16. Confidentiality**

Any records, reports or other documents created as a part of this Agreement shall be kept confidential in accordance with applicable laws, rules and regulations. Notwithstanding the foregoing, this Agreement may be disclosed as required by applicable law.

**17. Assignment and Subcontracting**

- a. Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement or its power to execute the Agreement, without the prior consent in writing of the College, and any attempt to do any of the foregoing without such consent shall be of no effect.
- b. Contractor shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of the College. Contractor shall be responsible for the performance of any subcontractor for the delivery of service.

**18. No Intended Third Party Beneficiaries**

This Agreement is entered into solely for the benefit of College, County and Contractor. No third party shall be deemed a beneficiary of this Agreement.

**19. Certification as to Relationships**

The parties to this Agreement hereby certify that, other than the funds provided in this Agreement and other valid Agreements with the College and/or the County, there is no known relationship within the third degree of consanguinity, life partner, or business, commercial, economic, or financial relationship between the parties, the signatories to this Agreement, and any partners, members, directors, or shareholders of five percent (5%) (or more) of any party to this Agreement.

**20. Publications and Publicity**

- a. Contractor shall not issue or publish any book, article, report or other publication related to the Services provided pursuant to this Agreement without first obtaining written prior approval from the College. Any such printed matter or other publication shall contain the following statement in clear and legible print:

**"This publication is fully or partially funded by Suffolk County Community College and the County of Suffolk."**

The College shall have the right of prior approval of press releases and any other information provided to the media, in any form, concerning the Services provided pursuant to this Agreement.

**21. Copyrights and Patents**

**a. Copyrights**

If the work of Contractor under this Agreement should result in the production of original books, manuals, films or other materials for which a copyright may be granted, Contractor may secure copyright protection. However, the College reserves, and Contractor hereby gives to the College, and to any other municipality or government agency or body designated by the College, a royalty-free, nonexclusive license to produce, reproduce, publish, translate or otherwise use any such materials.

**b. Patents**

If Contractor under this Agreement makes any discovery or invention in the course of or as a result of work performed under this Agreement, Contractor may apply for and secure for itself patent protection. However, the College reserves, and Contractor hereby gives to the College, and to any other municipality or government agency or body designated by the College, a royalty-free, nonexclusive license to produce or otherwise use any item so discovered or patented.

**End of Text for Exhibit A**

**EXHIBIT B**  
**Intentionally Omitted**



**EXHIBIT C**  
**Notices and Contact Persons**

**1. Notices Relating to Payments, Reports, or Other Submissions**

Any communication, notice, claim for payment, report, or other submission necessary or required to be made by the parties regarding this Agreement shall be in writing and shall be given to the College or Contractor or their designated representative at the following addresses or at such other address that may be specified in writing by the parties and must be delivered as follows:

**For the College**

Gail Vizzini  
Vice President for Business and Financial Affairs  
Suffolk County Community College  
533 College Road, NFL 232  
Selden, NY 11784-2899

**For Contractor**

At the address set forth on page one of this Agreement, attention of the person who executed this Agreement or such other designee as the parties may agree in writing.

**2. Notices Relating to Insurance**

Any notice relating to insurance necessary or required to be made by the parties regarding this Agreement shall be in writing and shall be given to the College or Contractor or their designated representative at the following addresses or at such other address that may be specified in writing by the parties and must be delivered as follows:

**For the College**

Louis J. Petrizzo  
College General Counsel/Executive V.P.  
Office of Legal Affairs  
Suffolk County Community College  
533 College Road, NFL230  
Selden, NY 11784-2899

**For Contractor**

At the Address set forth on page one of this Agreement, attention of the person who executed this Agreement or such other designee as the parties may agree in writing.

**3. Notices Relating to Termination and/or Litigation**

In the event Contractor receives a notice or claim or becomes a party (plaintiff, petitioner, defendant, respondent, third party complainant, third party defendant) to a lawsuit or any legal proceeding related to this Agreement, Contractor shall immediately deliver to the College General Counsel and the County Attorney, at the addresses set forth below, copies of all papers filed by or against Contractor.

**For the College and the County:**

Louis J. Petrizzo  
College General Counsel/Executive V.P.  
Office of Legal Affairs  
Suffolk County Community College  
533 College Road, NFL 230  
Selden, NY 11784-2899

**and**

Suffolk County Attorney  
Suffolk County Department of Law  
H. Lee Dennison Building  
100 Veterans Memorial Highway  
Hauppauge, New York 11788

**For Contractor:**

At the address set forth on page one of this Agreement, attention to the person who executed this Agreement or such other designee as the parties may agree in writing.

Notices related to termination or litigation should be delivered by first class and certified mail, return receipt requested, in a postpaid envelope or by nationally recognized courier service or personally and by first class mail; provided, however, cancellation or non-renewal of the insurance policy will be in compliance with the policy terms.

Each party shall give prompt written notice to the other party of the appointment of successor(s) to the designated contact person(s) or his or her designated successor(s).

**End of Text for Exhibit C**

**EXHIBIT D**  
**Description of Services**

**2. Proposed Services/Products:**

**a. Understanding of Project/Service Requirements, Management Techniques and Approaches – Convey your understanding of the service requirements as follows:**

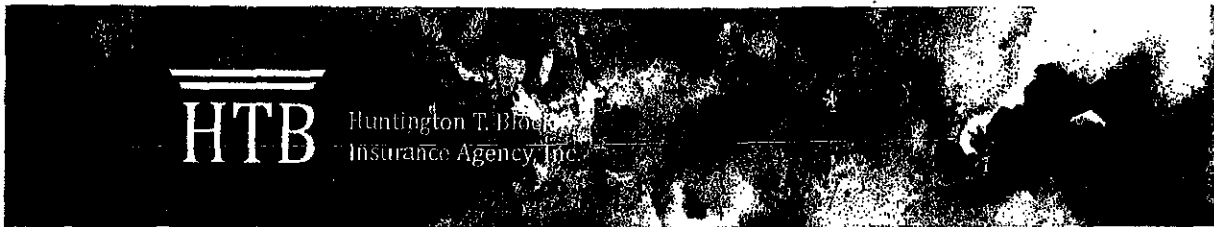
- i. Summarize how you will respond to the specific scope of services, identifying the various management techniques, approaches and strategies that will be utilized under this Agreement. Describe the steps you would take in reviewing the College's current insurance program and designing changes to the program. Include specific techniques and procedures your firm may use to assist in identifying current and anticipated new exposure to loss.**

Our clients know that HTB staff members are not only professional and knowledgeable but also have a deep appreciation for fine art, historical and scientific collections. Client support is the cornerstone of our business.

HTB performs various administrative functions related to the procurement and management of coverage, including, but not limited to:

- Monitoring of insurer's financial status to advise immediately of any downgrading of insurer's financial status, evaluate impact, and the actions to be taken to protect insured's interest;
- Benchmarking information on how other public entities and museums are addressing similar loss exposures, the maintenance of deductibles and self-insured retentions, limits of liability, forms of coverage;
- Developing methods or procedures that would efficiently expedite the flow of information and documents;
- Providing expert assistance and service on existing insurance policies which includes but is not limited to reviewing policies and processing policy changes in a timely manner, addressing coverage issues and issuing Certificates as needed.

120 days in advance of the policy renewal, we will contact the College to go over the current coverage and to make sure the existing limits are adequate for the coming year. As part of our underwriting procedures, we review an updated application every three years to evaluate the full exposure of both permanent collection and temporary loaned artwork. This analysis ensures that the college is insured at the appropriate level.



**ii. Describe the level of continual two-way communication you will maintain with College administrators. Describe any unique services or benefits your company can offer the College.**

We will maintain a high level of continual two-way communication with college administrators. In addition, HTB issues all of our policies and certificates of insurance in-house. As a result, there is no delay in getting the paperwork from the carrier.

Your HTB Fine Art Insurance service team can meet with you via teleconference as often as quarterly during the first year to review open items, then as needed or as required by you for subsequent years.

**iii. Discuss any specific or special qualifications. Proposer shall include information to demonstrate that the firm meets the minimum requirements defined in Section III. Scope of Work.**

HTB is the only fine art insurance agency granted a \$600 million binding authority with respected Underwriters at Lloyd's of London. This binding authority is managed in-house by our Chief Underwriting Officer, Linda Sandell.

This very significant underwriting and binding authority enables us to be competitive as well as incredibly responsive in addressing your needs. We are able to answer most policy questions and make decisions on your account without the delay of corresponding with the carriers for each interpretation of your coverage terms. This is an advantage offered by HTB that is unmatched by any other broker in the United States.

Using the Lloyd's/HTB Underwriting Authorities and domestic "A" Rated insurance companies, HTB is able to easily obtain limits needed for your Fine Art Program.

Our Insurance Providers	A.M. Best's Rating	Capacity
Aspen American Insurance Company	A+/XV	\$50,000,000
AXA Insurance Company	A/VIII	\$300,000,000
Ironshore Indemnity Inc.	A/XIV	\$300,000,000
Starnet Insurance Company	A+/XV	\$50,000,000
Travelers Property Casualty Co.	A+/XV	\$100,000,000
XL Specialty Insurance Carrier	A+/XV	\$150,000,000

A key element to risk management is loss control. The goal is to minimize or eliminate the potential for loss. Realizing this goal includes a review of property loss control procedures, loss and hazard analysis, training



Huntington T. Block  
Insurance Agency, Inc.

programs, conformance audits, assigning accountability and senior management consulting.

The test of any insurance program lies in the management and resolution of a claim, particularly a large or complex one. Our dedicated Fine Art claims unit sets us apart from all other Fine Art brokers. Our claims are handled only by pre-approved fine art adjusters. We only work with a group of highly specialized adjusters who have demonstrated their skill to the fine art community. We are the only Fine Art specialty broker in the U.S. to employ a dedicated in-house Fine Art Claims Director. As part of claims management:

- HTB will report the loss to the carrier and to one of several Fine Arts adjusters approved by HTB and the underwriters.
- HTB will oversee the claims management process in order to determine that the museum is paid the benefits allowed by the policy terms (proper deductible applied, proper limits used, value determined by a certified appraiser, etc.);
- HTB is the advocate for the Museum in resolving any claim disputes and will assist the Museum in management of claims to their conclusion in a timely fashion;
- HTB will provide expert assistance on coverage and policy interpretation relative to the claim;
- HTB will ensure that any loss or damage is immediately mitigated including any necessary conservation or restoration work;
- HTB claims staff will participate in claims meetings with the Museum and staff; HTB will provide the Museum with periodic loss runs on the Fine Art program

**b. *Anticipated Issues and Resolutions – Describe anticipated issues that your Company may encounter when performing the services required in this RFP and identify proposed solutions.***

There are no anticipated issues.

**End of Text for Exhibit D**

**EXHIBIT E**  
**Payment Terms and Conditions**

**1. General Payment Terms**

- a. Contractor shall prepare and present an invoice to the College for payment by the College. Claims shall be documented by sufficient, competent and evidential matter. Payment by the College will be made within thirty (30) days after approval by the College.
- b. The charges payable to Contractor under this Agreement are exclusive of federal, state and local taxes, the College being exempt from payment of such taxes.

**2. Agreement Subject to Appropriation of Funds**

This Agreement is subject to the amount of funds appropriated and any subsequent modifications thereof and no liability shall be incurred by the College and/or the County under this Agreement beyond the amount of funds appropriated for the Services covered by this Agreement.

**3. Limit of College's Obligations**

The maximum amount to be paid by the College as set forth on the cover page of this Agreement shall constitute the full obligation of the College for services rendered pursuant to this Agreement.

**4. Specific Payment Terms and Conditions**

See ATTACHMENT 1, annexed hereto.



Huntington T. Blount  
Insurance Agency, Inc.

### 3. Cost Proposal

- a. **Proposers should detail their cost proposal on the most favorable terms available, including any travel costs and other expenses. Include broker service compensation on the basis of (1) fee for service, or (2) commission. If compensation is commission based, provide detailed commission structure in the proposal.**

HTB operates on a commission basis with full transparency. Commission is earned over the course of the policy term. All Fine Art policies are written on a pro-rata basis and can be cancelled at any time.

Our standard commissions are listed below:

Coverage	Standard Commission Percentage
Fine Art	25-31% varies by market

- b. **Proposer should provide all information it deems necessary to explain or clarify its Cost Proposal.**

On commission based placements, there are no additional fees for Consultation, Set-up, Training and Evaluation, Cost to Amend (with exception of any applicable additional/return premium charged for amendments), Cost to Terminate (with exception of any applicable return premium charged for amendments), Record Keeping, or Other Insurance Options.

In addition, premiums paid by Clients to HTB for remittance to insurers, Client refunds and claim payments paid to HTB by insurance companies for remittance to Clients are deposited into fiduciary accounts in accordance with applicable insurance laws until they are due to be paid to the insurance company or Client. Subject to such laws and the applicable insurance company's consent, where required, HTB will retain the interest or investment income earned while such funds are on deposit in such accounts.

In placing, renewing, consulting on or servicing your insurance coverages HTB and its affiliates may participate in contingent commission arrangements with insurance companies that provide for additional contingent compensation, if, for example, certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by HTB with the insurance company or the overall performance of the policies placed with that insurance company, not on an individual policy basis. As a result, HTB may be considered to have an incentive to place your insurance coverages with a particular insurance company. Where HTB participates in contingent commission arrangements with insurance companies, HTB may be entitled to additional commission in the range of 0 to 31% depending upon whether and when specified thresholds are achieved.

**EXHIBIT F**  
**College's Request for Proposals**

The College's Request for Proposals ("RFP") for Services in connection with Insurance Brokerage Services, advertised July 6, 2017, together with all Addenda thereto, is incorporated herein by reference.

**End of Text for Exhibit F**



**EXHIBIT G**  
**Contractor's Proposal**

Contractor's Proposal submitted on July 25, 2017 in response to the College's RFP, is incorporated herein by reference.

**End of Text for Exhibit G**