

THIS AGREEMENT, made and entered into this 3rd day of November, 2009, is by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and U.S. Legal Services, Inc., a corporation authorized to do business in the state of Florida ("Contractor"), whose address and phone are 8133 Baymeadows Way Ste 102, Jacksonville, FL 32256, phone: 800-356-5297, fax: 904-730-0023.

WHEREAS, the City issued Request for Proposal Number 105-10372 ("RFP"), and the Contractor submitted a proposal in response to the RFP through G Financial Group Inc. as their agent; and

WHEREAS, on November 3, 2009, the City Commission of the City of Fort Lauderdale approved an agreement with Contractor for the goods or services described in the RFP (Pur-04, CAR No. 09-1576).

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

1. The Contractor agrees to provide to the City, Employee Voluntary Benefit Plans in accordance with and in strict compliance with the specifications, terms, conditions, and requirements set forth in the RFP beginning 01/01/10 and ending 12/31/12.

2. This contract form, the RFP and the Contractor's proposal in response to the RFP are integral parts of this Contract, and are incorporated herein.

3. In the event of conflict between or among the contract documents, the order of priority shall be as follows:

First, this contract form;

Second, the RFP;

Third, the Contractor's proposal in response to the RFP;

4. The Company warrants that the goods and services supplied to the City pursuant to this Contract shall at all times fully conform to the specifications set forth in the RFP and be of the highest quality. In the event the City, in the City's sole discretion, determines that any product or service supplied pursuant to this Contract is defective or does not conform to the specifications set forth in the RFP the City reserves the right unilaterally to cancel an order or cancel this Contract upon written notice to the Contractor, and reduce commensurately any amount of money due the Contractor.

5. The Contractor shall provide the City Benefits' Office (101 NE Third Ave, Ste. 300, Ft Lauderdale, FL, 33301) with additions, changes, and/or cancellations to participant enrollment on a biweekly or monthly basis.

6. The City shall provide a roster of deductions and corresponding premium monies to the Contractor on a timely basis following the conclusion of each month.

7. Contractor shall direct all invoices in duplicate for payment to Finance Department, City of Fort Lauderdale, 100 N. Andrews Avenue, 6th Floor, Fort Lauderdale, FL 33301. Any applicable discount MUST appear on the invoice

8. Contractor agrees to protect, defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, from and against any and all claims, judgments, suits or actions at law, including any award or attorney fees and any award of costs in connection with Contractor's insurance policies ("Policies") issued to the employees of the City through the payroll account which result from (i) the failure of Contractor to comply with the provisions of the issued Policies; or (ii) a coverage or claim dispute between a City employee and Contractor with respect to the coverage provided under Policies issued to those employees who apply for and pay the premium due; or (iii) a coverage or claim dispute between a City employee and Contractor related to the timeliness of the City's remittance of a City employee's payroll deduction for a premium for any of the Policies to Contractor; or (iv) a coverage or claim dispute between a City employee and Contractor related to the City's failure to remit a City employee's payroll deduction for a premium for any of the policies to Contractor as a result of events or circumstances beyond the City's control. This hold harmless shall not apply to claims arising out of or related to any criminal misconduct by the City or related to the City's responsibilities under any applicable State and Federal laws. Contractor shall defend and/or settle such claims and lawsuits at Contractor's own expense, legal counsel being subject to the City's approval. This Agreement shall not create any third party rights.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

CITY OF FORT LAUDERDALE

By: [Signature]
Director of Procurement Services

Approved as to form:

[Signature]
Assistant City Attorney

CONTRACTOR

By: [Signature]
Print Name: MARIE M. FORBES
Title: President

(If not president of corporation or managing member of limited liability company, please attach proof of authorization to bind corp./ company)

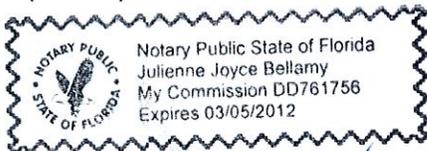
ATTEST:

MARIE M. FORBES
Print Name:
Title:
(Secretary for corporation;
member or manager for L.L.C.)

STATE OF Florida :
COUNTY OF Duval :

The foregoing instrument was acknowledged before me this 12 day of February 20 10, by Marie M. Forbes as (title): President for (name of business entity): U.S. Legal Services Inc.

(SEAL)



[Signature]
Notary Public, State of Florida
(Signature of Notary Public - State of Florida)

Julienne Joyce Bellamy
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification

Type of Identification Produced _____