



**COUNTY COMMISSION
BALDWIN COUNTY**

**312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507
(251) 937-0264 Main
(251) 580-2500 Fax**

www.baldwincountyal.gov

Anu Gary
Administrative Services Manager
agary@baldwincountyal.gov
(251) 580-2564

Monica English
Assistant Administrative Services Manager
mtaylor@baldwincountyal.gov
(251) 580-1696

March 2, 2021

Via U.S. Mail and Email - award@quickcaption.com

Ms. Antha Ward
President
QuickCaption, Inc.
4927 Arlington Avenue
Riverside, California 92504

**RE: Professional Services Contract with QuickCaption, Inc. - Closed Captioning
Services for Baldwin County Commission Meetings**

Dear Ms. Ward:

Please find enclosed a **fully executed copy** of the *Agreement for Professional Services* approved during December 1, 2020, Baldwin County Commission meeting between QuickCaption, Inc. and the Baldwin County Commission for closed captioning services. This *Agreement* shall be effective and commence on December 6, 2020, and the same shall terminate upon the expiration of thirty-six (36) months, on December 5, 2023, or upon written notification thereof received by either party.

If you have any questions or need further assistance, please do not hesitate to contact Anu Gary, Administrative Services Manager at (251) 580-2564.

Sincerely,

MONICA ENGLISH
Assistant Administrative Services Manager
Baldwin County Commission

ME/clc Item BA7

cc: Anu Gary
Wayne Dyess

ENCLOSURE(S)

STATE OF ALABAMA)

COUNTY OF BALDWIN)

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Professional Services is made and entered into by and between the Baldwin County Commission, the honorable county governing body of Baldwin County, Alabama (hereinafter called "COUNTY"), and QuickCaption, Inc., (hereinafter referred to as "PROVIDER").

WITNESSETH:

WHEREAS, Title 28 part 35 of the Americans with Disabilities Act (ADA) requires that a public entity shall take the appropriate steps to ensure that communications with certain members of the public with disabilities be as effective as that with other members of the general public; and

WHEREAS, Title 28 Part 35 the ADA also requires that a public entity furnish auxiliary aids and services and thereby affording individuals with a disability an equal opportunity to participate; and

WHEREAS, COUNTY seeks to not only be compliant with the law but also to ensure an open and accessible forum to all citizens of Baldwin County; and

WHEREAS, the COUNTY considers it as a necessity to seek the expertise and services of a professional consultant for the purposes of better serving the citizenry of Baldwin County by offering real time closed captioning text feed as an auxiliary service to further enhance the currently provided broadcast of the COUNTY'S regular meetings; and

WHEREAS, the PROVIDER now approaches the COUNTY to represent and offer that it can adequately render services to the COUNTY in this respect and that it has all of the professional requirements, capabilities and qualities as needed for the services of a professional Broadcast Captioner.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

I. Definitions. The following terms shall have the following meanings:

COUNTY: Baldwin County, Alabama.

COMMISSION: Baldwin County Commission, the honorable county governing body of Baldwin County, Alabama.

PROVIDER:	QuickCaption, Inc.
CLOSED CAPTIONING:	Auxiliary services provided by a professionally qualified Broadcast Captioner.
AUXILIARY SERVICES:	The specific service, as-referenced by Title 28 Part 35 of the Code of Federal Regulations, as "closed captioning" and the like.
SHORT-NOTICE MEETING	Meetings falling outside of the regularly-scheduled meetings of the Baldwin County Commission.
REGULAR MEETING	Anyone of the regularly-scheduled meetings of the COUNTY as identified within the respective divisional/organizational resolution adopting the same.

- II. Obligations Generally. The COUNTY hereby retains, and the PROVIDER agrees to perform for the COUNTY, those services as hereinafter set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall immediately commence performance of the services outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- III. Recitals Included. The above recitals and statements are incorporated as part of this Contract and shall have the effect and enforceability as all other provisions herein.
- IV. Necessary Qualifications. For the purpose of this Contract, the PROVIDER represents and warrants to the COUNTY that it possesses both the necessary equipment, resources and the professional, technical, and administrative personnel with the specific experience and training necessary to provide the services required herein. PROVIDER agrees that the COUNTY is acting in full reliance on this representation and that the COUNTY does not necessarily possess the expertise to ensure that PROVIDER does in fact possess same.
- V. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- VI. Representation/Warranty of Certifications, Etc. PROVIDER represents and warrants that PROVIDER is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that PROVIDER shall renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without interruption, for and through completion of the services. The representation and warranty aforesaid is a material inducement to the COUNTY in entering this Contract, and the parties agree that the breach thereof shall be deemed material at the County's option.

- VII. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations whether or not said law or regulation is mentioned herein.
- VIII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract.
- IX. No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Agreement. Therefore, the PROVIDER does not in any manner act on behalf of COUNTY, and the creation of such a relationship is prohibited and void.
- X. Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- XI. Entire Agreement. This Contract represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by all parties.
- XII. Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XIII. Assignment. This Contract or any interest herein shall not be assigned transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.

XIV. Ownership of Documents/Work. The COUNTY shall be the owner of copyright or other intellectual property rights in reports, documents and deliverables produced and paid for under this Contract, and to the extent permitted by Alabama law, any such material may be reproduced and reused at the discretion of the COUNTY. PROVIDER shall not transfer, disclose, or otherwise use such information for any purpose other than in performance of its duties hereunder, without the COUNTY'S prior written consent, which may be withheld or granted in the sole discretion of the COUNTY. PROVIDER shall not have any rights of ownership or otherwise to the products created during or simultaneously with the respective broadcasts of the COUNTY.

XV. Notice. Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER: QuickCaption, Inc.
4927 Arlington Avenue
Riverside, California 92504

COUNTY: Baldwin County Commission
c/o Chairman
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

XVI. Services to be Rendered. PROVIDER is retained by the COUNTY as a professionally-qualified closed captioning provider. The general scope of work for the services shall include all the terms and conditions set forth herein by "Exhibit A."

- A. PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails, etc. as requested. Additionally, PROVIDER will meet with COUNTY, or designees, as needed or requested.
- B. PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract. Notwithstanding this requirement, PROVIDER shall closely coordinate the subject services with the COUNTY and designated personnel.
- C. PROVIDER represents and warrants that its services shall be performed within the limits and standards provided by the COUNTY, in a manner consistent with the level of care and skill ordinarily exercised by similar providers under similar circumstances at the time the services are performed.

XVII. Attachments: The exhibits and/or attachments listed below are specifically included as a necessary part of this Contract and the same shall not be complete without such items, to wit:

- A. **Exhibit A** – QuickCaption, Inc. *Proposal for Closed Captioning Services dated November 23, 2020* (Scope of Work/Updated Key Personnel/Pricing) which is attached hereto in its entirety.
- B. **Exhibit B** – *Certificate(s) of Insurance*.

COUNTY and PROVIDER, if necessary, shall jointly cause such items as listed above to contain dates, signatures of the parties with authorization to make such signatures, and sufficient marks and references back to this Agreement noting their inclusion and attachment hereto. In any event of a conflict between this document and the attachments referenced above, this document shall govern.

XVIII. General Responsibilities of the COUNTY.

- A. The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- B. The COUNTY shall pay to PROVIDER the compensation subject to the terms set out herein.
- C. The COUNTY shall provide any necessary notices to commence, discontinue, or terminate the services herein described.

- XIX. Termination of Services. The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, PROVIDER shall discontinue its work to the extent specified in the notice.

In the event of termination, the COUNTY shall pay PROVIDER for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination.

- XX. Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Contract and shall not be demanded by PROVIDER or paid by COUNTY, unless the additional costs are approved by the COUNTY in the form of a written Change Order. Compensation to PROVIDER for work shall be paid in accordance with the Scope of Work (**Exhibit A**). Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services.

XXI. Method of Payment. PROVIDER shall submit invoices to the COUNTY for payment for work performed. Such invoice shall be accompanied by a detailed account of compensation to be paid PROVIDER.

Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.

XXII. Effective and Termination Dates. This Contract shall be effective and commence on December 6, 2020, and the same shall terminate upon the expiration of thirty-six (36) months, on December 5, 2023, or upon written notification thereof received by either party pursuant to Section XIX herein related to termination of services. Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.

XXIII. Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason of an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.

XXIV. Indemnification. To the fullest extent allowed by law, PROVIDER shall indemnify, defend and hold COUNTY and its Commissioners, affiliates, employees, agents, and representatives (collectively "COUNTY") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon COUNTY, as a result of or in any manner related to provision of services hereunder, or any act or omission, by PROVIDER. PROVIDER shall provide the COUNTY with proof of the insurance coverage required herein, including without limitation, general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration or termination of this agreement.

XXV. Number of Originals. This Agreement shall be executed with two (2) originals, both of which are equally valid as an original.

XXVI. Governing Law. This Contract in all respects, including without limitation its formation, validity, construction, enforceability and available remedies, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of law principles.

XXVII. Insurance. Prior to performing services pursuant to this Contract, PROVIDER shall carry, with insurers satisfactory to COUNTY, throughout the term of hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; Commercial General Liability Insurance, including all contractual liability

hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at/in/on any property, site, location, vessel, or equipment. *All liability insurance shall name the COUNTY as an additional insured.* Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to COUNTY, shall be furnished to COUNTY, which shall specifically state that such insurance shall provide for at least a thirty (30) day notice to COUNTY in the event of cancellation, termination or any change in such insurance policies. The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against COUNTY and COUNTY Representatives. Should PROVIDER fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, COUNTY may, at its option, suspend this Contract until insurance is obtained; terminate this Contract immediately without further action, or hold PROVIDER in material default and pursue any and all remedies available. Said Certificate of Insurance evidencing the requisite coverage is attached hereto as **Exhibit B** as if fully set forth.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the last day of execution by the COUNTY as written below.

**BALDWIN COUNTY COMMISSION
"COUNTY" and/or "COMMISSION"**

 2/18/2021
Joe Davis, III /Date
Chairman

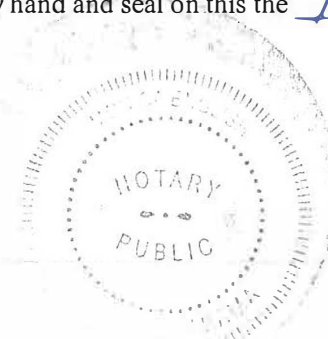
ATTEST:

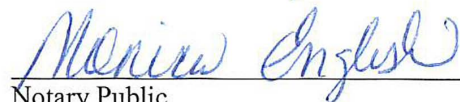
 2/18/2021
Wayne Dyess /Date
County Administrator

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, Monica English, a Notary Public in and for said County and State, hereby certify that JOE DAVIS, III, as Chairman of the Baldwin County Commission, and WAYNE DYESS, as County Administrator of the Baldwin County Commission, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said Baldwin County Commission.

GIVEN under my hand and seal on this the 18th day of February, 2021.



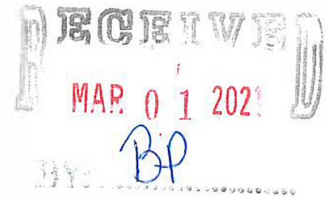

Notary Public
Commission Expires:

My Commission Expires:
May 5, 2024

QUICKCAPTION, INC.
"PROVIDER"

Anthia Ward Anthia Ward

Anthia Ward /Date
Its: President 2/25/2021 2/25/21



STATE OF _____)
COUNTY OF _____)

I, _____, a Notary Public in and for said County and State, hereby certify that ANTHIA WARD as _____ of QUICKCAPTION, INC., whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that being informed of the contents of the instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand and seal on this the _____ day of _____, 2020.

Notary Public
Commission Expires:

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

☐ See Attached Document (Notary to cross out lines 1-6 below)

☒ See Statement Below (Lines 1-6 to be completed only by document signer[s], not Notary)

In reference to the attached APS.

Autha Ward-Bishop

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Bernardino

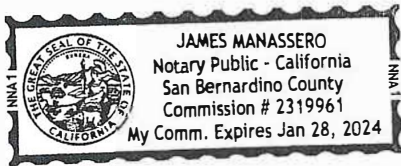
Subscribed and sworn to (or affirmed) before me

on this 13 day of January, 2021
by Date Month Year

(1) Autha Ward-Bishop

(and (2) _____),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



Place Notary Seal and/or Stamp Above

Signature *[Signature]*
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____



4927 Arlington Avenue
Riverside, California 92504
951-779-0787 (V)
951-779-0980 (Fax)
www.QuickCaption.com

Anu Gary
Administrative Services Manager
Baldwin County Commission
312 Courthouse Square, Suite 12
Bay Minette, AL 36507
(251) 580-2564 / AGary@baldwincountyal.gov

Proposal Submitted: Monday, November 23, 2020

Firm's Name and Information:

QuickCaption, Inc.
4927 Arlington Avenue
Riverside, CA 92504
Telephone: 951-779-0787
Fax: 951-779-0980
Emergency Telephone: 951-536-0850
Email: QuickCaption@gmail.com
Website: www.QuickCaption.com
Authorized Representative: Antha A. Ward, President
Direct Email: award@quickcaption.com

Firm's Certifications, DUNS, SIC, and Federal ID

QuickCaption is a State of California Corporation, Secretary of State, corporation number 2549491
QuickCaption is a State of California Certified Small Business Enterprise (SBE Proprietary), number 30021
QuickCaption is a State of California Certified Very Small Business Enterprise (VSBE), number 30021
QuickCaption is a State of California Certified Emerging Business Enterprise (EBE), number 30021
QuickCaption is a County of Los Angeles Certified Small Business Enterprise (SBE), number 30021
QuickCaption is a County of Los Angeles Certified Woman Owned Small Business, number 82647
DUNS: [REDACTED]
Federal Tax ID: [REDACTED]

History & Experience:

QuickCaption was established in March 1999 to provide Real-Time Captioning (to later become known as CART) to students with hearing loss, and became a California corporation in September 2001. Since 1999, QuickCaption has grown significantly -- intellectually, logistically, and financially.

A timeline of its growth of services:

- 1999: QuickCaption established to provide onsite academic CART services to students with hearing loss
- 2001: QuickCaption offers remote academic and nonacademic CART
- 2002: QuickCaption offers verbatim transcription services
- 2003: QuickCaption offers media [open/closed] captioning for VHS/DV/DVD material
- 2004: QuickCaption offers onsite and remote Broadcast Captioning via encoder/decoder
- 2009: QuickCaption develops "mobile" captioning via iPads and SmartPhones
- 2012: QuickCaption, working with Google, develops live real-time streaming YouTube captioning
- 2012: QuickCaption offers onsite and remote CART Captioning Services to K12 and Unified School Districts
- 2013: QuickCaption offers onsite American Sign Language Interpreting Services in Southern California
- 2014: QuickCaption offers live Broadcast Captioning simultaneously to multiple outputs, YouTube and Facebook Live
- 2015: QuickCaption offers onsite and remote TypeWell Transcription Services
- 2016: QuickCaption offers inconspicuous and autonomous onsite CART Captioning Services via various streaming platforms such as Text on Top and JoinMe

QuickCaption is currently a California Corporation, Secretary of State Corporate Number: 2549491

QuickCaption is currently a California State Certified Small Business, number 30021

QuickCaption is currently a County of Los Angeles Certified Woman Owned Small Business, number 82647

QuickCaption currently employees 17 full-time staff members, of which an impressive 13 have been employed since 2011 or earlier, and 83 field team members.

QuickCaption's financial growth has been steady and solid. Its annual revenues have grown steadily over the past 20 years and have exhibited a 12% or greater annual growth since 2009. Its steady positive growth is a clear indication of client satisfaction and its ability to handle such a substantial contract.

QuickCaption has become one of the nation's leading providers of all facets of "Captioning" as shown in its list of principle areas of current services:

- Remote and onsite CART (Communication Access Real-Time Translation) services
- Remote and onsite Live Broadcast [open/closed] Captioning services via encoder/decoder
- Postproduction Captioning services for live and/or archival webcasts
- Remote CART Captioning services for online meetings utilizing numerous platforms such as Zoom, BlackBoard, Adobe Connect, WebEx, and Google Hangouts
- Remote CART Captioning services for web-streamed events
- Remote CART Captioning services for corporate teleconferences
- Captioning and Subtitling services for prerecorded media including videotape, VHS, Beta, DV, CD, and DVD
- Post-event verbatim transcription services
- Post-event verbatim transcription services with specializations in medical, sciences, and legal

As of the end of F/Y 2019, QuickCaption currently provides contractual CART, Captioning, TypeWell, and Sign Language Interpreting services to 63 colleges and universities, 28 governmental agencies, 14 corporations, and 12 nonprofit organizations. QuickCaption provides hundreds of non-contractual additional hours monthly as well.

As of the end of F/Y 2019, QuickCaption currently utilizes 103 qualified CART Captioners, Broadcast Captioners, TypeWell Transcribers, and Sign Language Interpreters. More than 80% of its CART Captioners and Broadcast Captioners have obtained one or more NCRA certifications (CRC, CRR, CSR, RDR, RMR, RPR) and/or the California Certified CART Generalist.

Implementation Approach:

QuickCaption will provide remote broadcast [line 21] captioning for scheduled meetings. QuickCaption owns and operates numerous encoder types and steno/captioning softwares and is highly familiar with the technology involved in providing high quality, professional, successful captioning via these encoders and softwares. For traditional line 21 captioning, the client will select number of lines to be displayed, caption placement, and roll-up/pop on format. The default has been set to two lines of text, left-aligned, roll-up.

In all cases, QuickCaption's broadcast captioners capture 95-100% of the spoken word with a minimum of 95% accuracy. Accuracy issues are typically a case of poor or unintelligible audio of which QuickCaption cannot control. QuickCaption's most qualified and certified captioners will be assigned to this contract. Once assigned, QuickCaption will work diligently to maintain the same staff in order to maximize familiarity with terminology, names, and current events.

QuickCaption performs random quality assurance checks on a continuous basis. Any and all captioners not achieving the minimal level of accuracy (95%) are removed from all assignments until such issues have been remedied. QuickCaption works closely with each captioner to maintain or exceed minimum standards. Quality assurance reports are prepared monthly for captioners maintaining or exceeding quality standards and weekly for captioners working minimally at or near quality standards. QuickCaption will remove any captioner at the request of the client, replacing them with another equally or higher qualified captioner.

Although QuickCaption's captioners are highly skilled and possess intensive dictionaries, prep material is requested whenever possible. The submission of prep material prior to an event allows QuickCaption's captioners to perform with that much more accuracy. Prep material would include names, topic-specific terminology, website addresses, acronyms, PowerPoints, outlines, etc.

Overview of Project/Scope of Work:

QuickCaption offers to provide broadcast captioning for

- Baldwin County Commission Meetings
- various other County Public Forums
- miscellaneous other filming and productions

And in doing so, QuickCaption will

- caption the County cablecast through an audio feed via audio telephone coupler.
- deliver captions from a separate telephone line into a Link line 21 encoder via modem.
- be capable of performing captioning services 24 hours a day, 7 days a week, 365 days a year.
- utilize 90+ experienced and certified captioners
- maintain adequate resources to continue continuous captioning during scheduled times as well as beyond those times, until the end of the program or until advised
- connect at the prearranged time and no less than 15 minutes prior to the start of the program
- utilize standby staff who can assume any assignment where the assigned captioner is experiencing difficulty connecting with the client.
- notify the client immediately should there be an interruption in audio feed.
- have all assigned captioners prepare prior to the event to assure names and titles are spelled properly
- provide verbatim captioning with a delivery latency at no more than three seconds, or that which is determined by the client
- confirm and schedule all assignments within 12 hours of receipt of request

Proposed fee for Remote Real-Time Captioning / CART services:

- **\$100.00 per hour**
- All assignments are invoiced with a 1.5-hour minimum; Invoiced in 30-minute increments thereafter
 - The minimum and billable increments are to cover prep, clean-up, and submission of transcript
- Log in and connection 15 minutes prior to the start of event, no charge
- Log in and connection in excess of 15 minutes prior to the start of event to be invoiced in 30-minute increments
- No additional charge for last-minute request for services
- No additional charge for pre-event preparatory or post-event editing
- No additional charge for evening or weekend meetings/assignments
- No additional charge for extended meetings
- QuickCaption will submit the event's transcript within 24 hours following the completion of each assignment via email
- 48-business-hour cancelation policy. Any event canceled less than 48 hours in advance to be invoiced for 1.5-hour minimum.

Key Captioning Staff

QuickCaption will provide remote CART Captioning Services for scheduled events as requested. QuickCaption will provide such services utilizing exceedingly qualified remote CART Captioners who possess one or more of the highest level of Captioning industry certifications: the Registered Professional Reporter (RPR), the Registered Merit Reporter (RMR), the Registered Diplomate Reporter (RDR), the Certified Real-time Reporter (CRR), the Certified Realtime Captioner (CRC), and/or the Certified Shorthand Reporter (CSR), each awarded by the National Court Reporters Association (NCRA) and/or a minimum of three years of remote CART Captioning experience. These certifications allow the assigned remote CART Captioner to readily provide captioning services at speeds up to 225 words per minute with error rates of 5% or less. QuickCaption's highly skilled, highly certified CART Captioners will generate captions of the spoken word as it is being said, including punctuation and industry standard captioning symbols.

QuickCaption is always cognizant to pair its CART Captioners' individual experience and expertise with each assignment and its specific needs and/or terminology. Once assigned, QuickCaption will work diligently to maintain the same staff member in order to maximize familiarity with terminology, acronyms, students' preferences, speakers' names, et cetera, in order to promote increased accuracy as well as uniformity between all related assignments.

An applicable master (stenographic to English) dictionary will be created for each assignment. This master dictionary shall reside electronically within QuickCaption's corporate database, to be used by any CART Captioner assigned.

Testing, Skills Assessment, and Hiring Qualified Providers: QuickCaption has a highly-specialized screening process with which each new CART Captioner applicant must complete. Prior to hiring, QuickCaption reviews the submission of a Certified Captioner's written, unedited ASCII files of specific assignments – regardless of that candidate's captioning experience – to evaluate a candidate's stenotype speed, accuracy, theory, and writing style. This screening process helps QuickCaption determine whether the candidate has the necessary steno theory, speed skills, and realtime dictionary to successfully caption at the level of accuracy QuickCaption requires, before an interview is ever granted – regardless of type of certification. For every four CART Captioner candidates who apply to QuickCaption, only one candidate makes it to the hiring stage. After hire, QuickCaption requires the new team member visit QuickCaption's offices to engage in an intensive one-on-one orientation to familiarize themselves with QuickCaption's approach, methodology, and SOPs.

Following the orientation, the new team member meets with QuickCaption's Director of CART Captioning Services to review specific needs to meet QuickCaption's highest standards. Depending upon the team member's general knowledge and past captioning experience, this meeting can last 30 minutes to two hours. Following this meeting, the newest of QuickCaption's team members begins their captioning journey, being assigned to one of more than 400 weekly assignments. QuickCaption assigns each successful remote CART Captioner an appropriate level based on knowledge, skills, abilities, and experience. Captioner Level I, Captioner Level II, Captioner Level III, Captioner Level IV, and Captioner Level V. The five levels are based on ascribed criteria such as, but not limited to, steno speed, number of steno dictionary entries, accuracy percentage, years of experience, certification(s), Deaf culture, and stamina.

Quality Control

Statistically, QuickCaption's CART Captioners capture a minimum of 95% of the spoken word with a minimum accuracy of 95%. Accuracy and "dropping" issues are typically a case of poor or unintelligible verbiage of which QuickCaption cannot control (mumbling, overriding noises, distance, multiple speakers).

QuickCaption performs random quality assurance checks on a continuous basis. Any and all CART captioners not achieving the minimal level of accuracy (95%) are removed from all assignments until such issues have been remedied. QuickCaption works closely with each captioner to maintain or exceed minimum standards. Quality assurance reports are prepared monthly for captioners maintaining or exceeding quality standards and weekly for captioners working minimally at or near quality standards. QuickCaption will remove any captioner at the request of the client, replacing them with another equally or higher qualified captioner.

Real-time captioning follows an exacting quality and testing procedure, which leads all real-time captioners to receive a quality score. The Target Accuracy Score (TAR) measures real-time captioning accuracy and quality, including hard errors (spelling mistakes and misstrokes) and soft errors (punctuation and grammar). QuickCaption performs readability scores, measures and evaluates the readability, effectiveness, missed words and improper punctuation for an event.

To establish a proof of error rate or score, accuracy is calculated using the following formula:

$$100 \text{ Minus } \frac{\text{Total Errors x 100}}{\text{Total Words Written}} = \text{Accuracy \%}$$

Although QuickCaption's captioners are highly skilled and possess intensive dictionaries, prep material is requested whenever possible. The submission of prep material prior to an event allows QuickCaption's captioners to perform with that much more accuracy. Prep material would include names, topic-specific terminology, read-along material, website addresses, acronyms, PowerPoints, outlines, "buzz words", etc.

An applicable master (stenographic to English) dictionary will be created for each assignment. This master dictionary shall reside electronically within QuickCaption's corporate database, to be used by any captioners assigned to this contracted client.

Training/Continuing Education Program: QuickCaption offers compensated bi-monthly eight-hour training sessions on the third Saturday of odd numbered months. The training sessions are held in-person at QuickCaption's offices in Riverside, California and are delivered via web stream as well. Each managerial staff member, administrative staff member, auxiliary support staff member, and CART provider is required to attend one training session each calendar quarter. The sessions are administered by two QuickCaption staff members, both highly experienced and highly certified, as well as guest speakers. The curriculum for each training session includes the following:

- | | | |
|----------------------------------|-------------------------------|----------------------|
| • policies and procedures review | • didactic testing and review | • cultural awareness |
| • speed building | • technical support review | • confidentiality |
| • dictionary building | • resource review | • Q&A session |
| • equipment review | • deaf culture review | |

Additionally, within this training, QuickCaption ensures that all managerial staff, administrative staff, auxiliary support staff, and all Captioners and CART providers

- have an awareness of and sensitivity to each client's needs and possess a general knowledge about hearing loss and a general understanding of preferred communication modes and beneficial accommodations.
- preserve the client's confidentiality (unless otherwise ordered by a court of law), to respect their right to privacy, and to not disclose information without their consent.
- have an extensive vocabulary and be familiar with terminology in many different settings, be able to spell words which are not in their specific computer dictionary, maintain a high level of skills, and be able to use and troubleshoot the computer software used to provide CART services.
- refrain from commenting, interjecting, advising, or in any way becoming involved in the assignment outside the role of communication access. Exceptions may occur with CART consumer permission.
- respect each client's seating decisions, screen readability decisions such as foreground and background colors, font style and size, in conjunction with the CART provider's needs such as electrical outlets and safety.
- are prompt, respectful of others, and conduct themselves in a professional manner at all time.

Remote Broadcast Captioning Client References

Following is a sampling of Academic and Government clients for whom QuickCaption is the current vendor in providing Broadcast Captioning Services. Please feel free to contact any of the below-referenced with regard to QuickCaption's abilities, professionalism, and commitment in providing such services.

Baldwin County Commission

Attn: Anu Gary
(251) 580-1695 / AGary@baldwincountyal.gov
222 Courthouse Square
Bay Minette, AL 36507-4809
Dates of Services: 9/11 – Present
Provide Broadcast Captioning Services
of County Commission Meetings

California State University Northridge

Attn: Tim Aguirre,
Marketing and Media Services Lead
[818-677-3443](tel:818-677-3443) / timothy.aguirre@csun.edu
Academic Technology
18111 Nordhoff Street
Northridge, CA 91330-8216
Dates of Services: 5/08 – Present
Provide Broadcast Captioning Services of
Commencement and Convocation Ceremonies

California State University San Bernardino

Attn: Joeleen Monclova,
Information Technology Consultant
[909-537-7439](tel:909-537-7439) / joeleen@csusb.edu
5500 University Parkway
San Bernardino, CA 92407
Dates of Services: 9/16 – Present
Provide Onsite Broadcast Captioning
of Commencement, Graduation, and Convocation
Ceremonies

California Teachers' Retirement System (CalSTRS)

Attn: Thomas O'Hair
Multimedia & Video Strategy Manager
Communications / Multimedia Services
[916-414-1427](tel:916-414-1427) / tohair@calstrs.com
PO Box 15275 MS 34
Sacramento, CA 95851
Dates of Services: 3/18 – Present
Provide Broadcast Captioning Services of Board
Meetings

City of Berkeley

Attn: Leslie Rome
[510-981-6904](tel:510-981-6904) / lrome@cityofberkeley.info
2180 Milvia Street, 1st Floor
Berkeley, CA 94704
Dates of Services: 1/13 – Present
Provide Broadcast Captioning Services
of City Council Meetings

City of Berkeley

Rent Stabilization Board Administration
Attn: Aimee Mueller
[510-981-4932](tel:510-981-4932) / amueller@cityofberkeley.info
2125 Milvia Street
Berkeley, CA 94704
Dates of Services: 1/14 – Present
Provide Broadcast Captioning Services
of Board Meetings

City of Berkeley

Zoning Adjustments Board
Attn: Stephen Schoonover
[510-981-7486](tel:510-981-7486) / sschoonover@cityofberkeley.info
Land Use Planning - ZAB
2120 Milvia Street, 2nd floor
Berkeley, CA 94704
Dates of Services: 10/14 – Present
Provide Broadcast Captioning Services
of Board Meetings

City of Columbus

Attn: Andrew Stout, Station Manager
[614-645-6412](tel:614-645-6412) / asstout@columbus.gov
90 West Broad Street
Columbus, OH 43215
Dates of Services: 8/08 – Present
Provide Broadcast Captioning Services
of City Council Meetings

City of Fort Lauderdale

Attn: David Soloman, City Clerk
[954-828-5010](tel:954-828-5010) / dsoloman@fortlauderdale.gov
100 N. Andrews Avenue, 7th Floor
Fort Lauderdale, Florida 33301
Dates of Services: 11/17 – Present
Provide Broadcast Captioning Services
of City Council Meetings

City of Lathrop

Attn: Tony Fernandes,
Information Technologies Manager
[209-941-7349](tel:209-941-7349) / tfernandes@ci.lathrop.ca.us
390 Towne Center Drive
Lathrop, CA 95330
Dates of Services: 9/18 – Present
Provide Broadcast Captioning Services
of City Council Meetings

City of Manhattan Beach

Attn: George Gabriel
310-802-5054 / ggabriel@citymb.info
1400 Highland Ave.
Manhattan Beach, CA 90266
Dates of Services: 9/17 – Present
Provide Broadcast Captioning Services
of City Council Meetings

City of Novato

Attn: Laura McDowall
415-899-8904 / lmcdowall@novato.org
922 Machin Avenue
Novato, CA 94945
Dates of Services: 11/17 – Present
Provide Broadcast Captioning Services
of City Council Meetings

City of Oakland

Attn: Hoang Banh, Neighborhood Services Coordinator
(510) 238-5219 / hbanh@oaklandnet.com
1 Frank Ogawa Plaza, 11th Floor
Oakland, CA 94612
Dates of Services: 11/16 – Present
Provide Broadcast Captioning Services
of City Council Meetings

City of Portland

Attn: Keelan McClymont, Assistant Council Clerk
503-823-4085 / Keelan.McClymont@portlandoregon.gov
1221 SW 4th Avenue, Room 130
Portland, OR 97204
Dates of Services: 9/20 – Present
Provide Broadcast Captioning Services

City of Riverside – Festival of Lights

Mission Inn Festival of Lights
Attn: Scott Brosious, Senior Communications Technician
951-712-6995 / SBrosious@riversideca.gov
City of Riverside
3900 Main Street
Riverside, CA 92501
Dates of Services: 11/13 – Present
Provide Broadcast Captioning Services
for Annual Festival of Lights at the Mission Inn

City of Riverside – State of the City Address

Attn: Andrew Sall
Governmental Affairs Manager
951-683-7100 ext. 220
asall@riverside-chamber.com
Greater Riverside Chambers of Commerce
3985 University Avenue
Riverside, CA 92501
Dates of Services: 1/14 – Present
Provide Broadcast Captioning Services
for Annual Mayoral State of the City Address

City of Santa Monica / City TV

Attn: Russ Maloney, Production Supervisor
310-458-8590 / Russ.Maloney@SMGOV.NET
CMO CITY TV
1654 19th Street
Santa Monica, CA 90404
Dates of Services: 11/18 – Present
Provide Broadcast Captioning Services
of City Council Meetings

City of Tacoma

Attn: Jeff Lueders
(253) 591-5727 / jeff.lueders@cityoftacoma.org
747 Market Street
Tacoma, WA 98402
Dates of Services: 4/17 – Present
Provide Broadcast Captioning Services
of City Council Meetings

City of Tempe

Attn: Greg Wolfe, Media Production Coordinator
(480) 350-8862 / greg_wolfe@tempe.gov
20 East Sixth Street
Tempe, AZ 85281
Dates of Services: 9/17 – Present
Provide Broadcast Captioning Services
of City Council Meetings

City of Vancouver

Attn: Jim Demmon, CVTV Manager
360-487-8706 / jim.demmon@cityofvancouver.us
City Manager's Office
415 West 6th Street, 2nd Floor
P.O. Box 1995
Vancouver, WA 98660
Dates of Services: 12/17 – Present
Provide Broadcast Captioning Services
of City of Vancouver Council Meetings,
and Live Election Programming

Clark County of Washington State

Attn: Jim Demmon, CVTV Manager
360-487-8706 / jim.demmon@cityofvancouver.us
City Manager's Office
415 West 6th Street, 2nd Floor
P.O. Box 1995
Vancouver, WA 98660
Dates of Services: 12/17 – Present
Provide Broadcast Captioning Services
of Clark County Commissioners Board Hearings

Honolulu Authority Rapid Transit

Attn: Cindy Matsushita, Board Executive Officer
808-768-6258 / cmatsushita@honolulu.gov
City & County of Honolulu
Alii Place, Suite 1700
1099 Alakea Street
Honolulu, HI 96813
Dates of Services: 1/16 – Present
Provide Broadcast Captioning Services
of Board and Commission Meetings

Louisville Metro

Attn: Sonya Harward, Council Clerk
502-574-2704 / Sonya.Harward@louisvilleky.gov
601 West Jefferson Street, Suite 108
Louisville, KY 40202
Dates of Services: 8/10 – Present
Provide Broadcast Captioning Services of City Council
Meetings

Marin County Health and Human Services

Attn: Sara Fusenig, Administrative Services Associate
415-473-5043 / sfusenig@marincounty.org
Behavioral Health & Recovery Services
20 North San Pedro Road, Suite 2025A
San Rafael, CA 94903
Dates of Services: 2/18 – Present
Provide Remote Broadcast Captioning Services

Sandoval County

Attn: Xenophon James
Director of Information Technology
505-404-5838 and 505-362-5485
/ xjames@sandovalcountynm.gov
1500 Idalia Road, Building D
Bernalillo, NM 87004
Dates of Services: 9/15 – Present
Provide Broadcast Captioning Services
of City Council Meetings

Managerial/Administrative Staff:

Antha A. Ward, MBA President and 100% Owner

****Authorized to sign and enter into any resulting contract****

Role: Oversee entire day-to-day operations

Bachelors of Business Administration, Baruch College, CUNY

Masters of Business Administration, Baruch College, CUNY

24 years of experience in Real-time Captioning, Broadcast Captioning, and CART services

28 years of experience in Administration and Management

Dan L. Bishop, MSN Chief Technical Officer

Role: Oversee day-to-day operations of technical support

Investigate and initiate technologies, applications, and solutions for in-house staff and field contractors

Manage staff of three-part time technical support personnel

Bachelors of Science in Nursing, Chaffey College

Masters of Science in Nursing, La Verne University

19 years of experience in Real-time Captioning and CART service technology

26 years of experience in Administration and Management

Kimberly Peterson, CSR Manager of CART Captioning Services

Role: Oversee day-to-day operations and support of Real-time Captioning and CART including vetting, hiring, planning and presenting orientations, scheduling, planning and implementing training sessions for clients, end users, and CART Captioners, client contact, technical support, developing and implementing quality assurance program, group/convention presentations (physical demonstration and verbal presentation), participate in colleague collaborations, and community outreach; Manage team of 40+ CART Captioners

California Shorthand Reporter (CSR)

21 years of experience in CART Captioning Services

Josephine Mitchell Manager of Broadcast Captioning Services

Role: Oversee day-to-day operations and support of Broadcast Captioning including vetting, hiring, planning and presenting orientations, scheduling, planning and implementing training sessions, for clients, end users, and Broadcast Captioners, client contact, technical support, developing and implementing quality assurance program, group/convention presentations (physical demonstration and verbal presentation), participate in colleague collaborations and community outreach; Manage team of 30+ Broadcast Captioners

24 years of experience in CART and Broadcast Captioning Services

Linda Stufkosky, BA Business Development Manager

Role: Build market position by locating, communicating, developing, defining, negotiating, managing, and maintaining business relationships

Bachelors of Arts, San Diego State University

Credential Program, California State University San Bernardino

22 years of experience in Account Management

27 years of experience in Community Involvement/Volunteer Programs

Ling Duyong, BA Manager of Research and Development

Role: Investigate and develop concepts, technologies, products, applications, and solutions within the CART and Broadcast Captioning environments

BA, Bachelors of Arts, California State University San Bernardino

11 years of experience in R&D and Advertising Account Management

Kathryn Bray, AA Administrative Assistant

Role: Provide administrative support to management, staff, and contractors through a variety of tasks related to organization and communications

Bachelor's of Arts, California Baptist University

Sherry Skaggs, AA Manager of Human Resources and Accounting

Role: Prepare and manage payroll, employee benefits election and administration; ensure Department of Labor compliance; interpret and apply labor and employment laws, rules and regulations; oversee new employee orientation; oversee processing of accounts payable and receivable

Associates of Arts, Riverside City College

Stephanie Sanchez, Scheduling Coordinator

Role: Prepare schedules for remote and onsite CART Captioning, TypeWell, and Sign Language Interpreting Services on an hourly, daily, weekly, and monthly basis; document all changes, additions, deletions, and cancelations; schedule "sub" coverage when necessary. Manage team of six part-time scheduling assistants.

Associates of Arts, Riverside City College

Summary:

QuickCaption is a nationally known, full service captioning and CART company, which has been providing outstanding quality services to its clients and persons with hearing loss for **21 years as of March 15, 2020!!** It is one of a handful of nationwide full-service captioning agencies to have provided such services for 15 or more years. QuickCaption is an approved captioning vendor for the Described and Captioning Media Program (DCMP). Funded by the United States Department of Education, the DCMP evaluates and certifies captioning companies on a national level. QuickCaption is proud to have met the strict requirements of this program.

QuickCaption currently provides contractual CART and Captioning Services to a large number of public entities, more than 60 colleges and universities and 30 governmental agencies. QuickCaption provides hundreds of non-contractual additional hours monthly as well. QuickCaption performs satisfactory or greater to the terms and conditions of all current contracted awards. QuickCaption has never received any discrepancies, issues, or complaints concerning its performance.

QuickCaption guarantees its provision of reliable, professional Communication Access Real-Time Translation (CART) services on an as-needed basis for persons with hearing loss for academic classes (lectures, labs, discussions, seminars, meetings), general employee meetings, technical events, equipment/instrument training, legal/law enforcement meetings, and City sponsored public meetings/events.

In doing so, QuickCaption guarantees such services utilizing exceedingly qualified CART Providers who possess one or more of the highest level of certifications: the Registered Professional Reporter (RPR), the Registered Merit Reporter (RMR), the Registered Diplomat Reporter (RDR), the Certified Real-time Reporter (CRR), the Certified Realtime Captioner (CRC), and/or the Certified Shorthand Reporter (CSR), each awarded by the National Court Reporters Association (NCRA), each awarded by the National Court Reporters Association (NCRA) and/or a minimum of three years of CART experience, dependent on client's requirements and/or level of assignment. These certifications and/or experience allow the captioners to readily provide captioning services at speeds of 225 words per minute with error rates of 5% or less.

QuickCaption is a family-owned, certified small business which allows it to provide personal attention to each and every client. As QuickCaption's Vice President and Chief Technical Officer, Dan Bishop, has experienced severe hearing loss for the past 13 years, it's this familiarity which results in the organization being acutely aware of the needs of the Deaf/Hard of Hearing communities, especially with regard to accuracy and proficiency in CART and Captioning services.

QuickCaption's President, Antha A. Ward, is a Mayoral-appointed Commissioner for the Riverside Commission with Disabilities, a Board Member and Treasurer for the Riverside Model Deaf Community Committee (under the auspices of the Honorable Mayor Rusty Bailey), and presented with the "Spirit of the Entrepreneur" Award in 2006, which was highlighted with an *Entrepreneur Magazine* mention. QuickCaption performs numerous pro bono assignments throughout each year, primarily for nonprofit organizations and/or local deaf service agencies. It's this consistent and enthusiastic involvement to the Deaf and Hard of Hearing communities that exemplifies QuickCaption's dedication. And that dedication is applied to every detail of the organization.

QuickCaption feels it's best qualified for this project due to its ability to provide high quality, reliable, professional CART services on a regular, ongoing basis, as demonstrated by numerous testimonials received from clients over the years. Attached for your perusal and reference are a number of letters of recommendation from QuickCaption's clients who acknowledge and express their appreciation of QuickCaption's staff's attention to detail, its CART providers' level of accuracy, its courteous and professional client service, and its commitment to the deaf and hard of hearing communities.



QUICCAP-01

CSTRAUSS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/30/2019

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

PRODUCER License # 0814758 Hoffman Brown Company 5000 Van Nuys Blvd. 6th Floor Sherman Oaks, CA 91403	CONTACT NAME: PHONE (A/C, No, Ext): (818) 986-8200		FAX (A/C, No): (818) 986-8510
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Sentinel Insurance Company Limited		11000
	INSURER B : Preferred Employers Insurance Co.		10900
	INSURER C :		
INSURED Quick Caption, Inc. 4927 Arlington Ave. Riverside, CA 92504	INSURER D :		
	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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X			1/1/2020	1/1/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY				1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A			1/1/2020	1/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

WARNING: Additional Insured status only valid if required by written contract executed prior to the loss. Coverage is limited as per terms and conditions in policy.

Certificate Holder is included as an Additional Insured per Form SS00080405, attached.

CERTIFICATE HOLDER

CANCELLATION

Baldwin County Commission Attn: Anu Gary, Records Manager 312 Courthouse Square, Ste 12 Bay Minette, AL 36507-4809	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
--	---

BUSINESS LIABILITY COVERAGE FORM

2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

→ C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a.** An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d.** An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

- e.** A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b)** To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;
- (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or
- (d)** Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

- (a)** Owned, occupied or used by,

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

- b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.



6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

BUSINESS LIABILITY COVERAGE FORM

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In connection with your premises; or
 - (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

 - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".



f. Any Other Party

- (1) Any other person or organization who is not an insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In the performance of your ongoing operations;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

BUSINESS LIABILITY COVERAGE FORM

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section **D. – Limits Of Insurance**.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. – Liability And Medical Expenses General Conditions**.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b.** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/15/2020

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

PRODUCER License # 0814758 Hoffman Brown Company 5000 Van Nuys Blvd. 6th Floor Sherman Oaks, CA 91403	CONTACT NAME: PHONE (A/C, No, Ext): (818) 986-8200		FAX (A/C, No): (818) 986-8510
	E-MAIL ADDRESS:		
INSURED Quick Caption, Inc. 4927 Arlington Ave. Riverside, CA 92504	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Sentinel Insurance Company Limited		11000
	INSURER B : Preferred Employers Insurance Co.		10900
	INSURER C :		
	INSURER D :		
	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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY	X			1/1/2021	1/1/2022	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 4,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 4,000,000
	OTHER:						
A	AUTOMOBILE LIABILITY				1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y / N	N / A		1/1/2021	1/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000


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

WARNING: Additional Insured status only valid if required by written contract executed prior to the loss. Coverage is limited as per terms and conditions in policy.

Certificate Holder is included as an Additional Insured per Form SS00080405, attached.

CERTIFICATE HOLDER

CANCELLATION

Baldwin County Commission Attn: Anu Gary, Records Manager 312 Courthouse Square, Ste 12 Bay Minette, AL 36507-4809	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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