

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	200-	200-	200-	200-
Capital Expenditures					
Operating Costs	\$75,000.0 0				
External Revenues	\$75,000.0 0				
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	-0-				
# ADDITIONAL FTE POSITIONS (Cumulative)	-0-				

Is Item Included In Current Budget? Yes X No
 Budget Account No.: Fund 1341 Dep't. 542 Unit 0446 Object 3401

Program E820

Revenue : 1341-542-0446-3449

B. Recommended Sources of Funds/Summary of Fiscal Impact:
FOOT

C. Departmental Fiscal Review: John Murphy, Finance Mgr

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

John D. L. 4.19.07
 OFMB 4/18/07

John J. J. 4/19/07
 Contract Dev. and Control
4/19/07

This Contract complies with our contract review requirements.

B. Legal Sufficiency:
Assistant County Attorney 4/2/07

C. Other Department Review:

 Department Director

REVISED 9/03
 ADM FORM 01

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of this day of 2007, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the "COUNTY" for the benefit of COUNTY's Department of Surface Transportation (Palm Tran) and the University of South Florida Board of Trustees, a public body corporate for its Center for Urban Transportation Research referred to as the "CONSULTANT", whose Federal I.D. number is 593102112.

On January 1, 2006 Palm Beach County entered into that certain contract R-2006-0098 for the Contractor among other things, to develop a specification for an Intelligent Transportation System (ITS), and that the contract expired on December 30, 2006. It is acknowledged by the parties that not only work had been performed under Contract R-2006-0098 but also the Contractor has not delivered to the County an invoice for payment. It is the intent of the parties that this instant contract shall be substituted for and replace in its entirety Contract R-2006-0098. All work performed under Contract R-2006-98 shall be inspected and accepted as if performed under this instant Contract. The Contractor acknowledges that all invoicing and payment for work performed on Palm Tran's ITS project shall be invoiced under this instant Contract.

In consideration of the mutual promises contained herein, the COUNTY and the CONSULTANT agree as follows:

ARTICLE 1 - SERVICES

- A. The CONSULTANT's responsibility under this Contract is to provide professional/consultation services in the area of Intelligent Transportation Systems (ITS), as more specifically set forth in the Scope of Work detailed in Exhibit "A".
- B. The COUNTY's representative/liasion during the performance of this Contract shall be Chuck Cohen, Executive Director, PalmTran, whose telephone number is (561) 841-4200.
- C. The CONSULTANT's representative/liasion during the performance of this Contract shall be Rob Gregg, Program Director, whose telephone number is (813) 974-8383.

ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services on April 11, 2007 and complete all services by December 30, 2008 unless said completion time is extended in writing by COUNTY's representative.

ARTICLE 3 - PAYMENTS TO CONSULTANT

- A. The total amount to be paid by the COUNTY under this Contract for all services shall not exceed a total contract amount of Seventy-Five Thousand Dollars (\$75,000.00). The CONSULTANT shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. Incremental billing for partially completed tasks may be permitted and the total billings shall not exceed the estimated percentage of completion of the task as of the billing date.

B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.

C. Final Invoice: For both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the COUNTY. This shall constitute CONSULTANT's certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the CONSULTANT.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

A. Signature of this Contract by the CONSULTANT shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONSULTANT's most favored customer for the same or substantially similar service.

B. The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside CONSULTANTS. The COUNTY shall exercise its rights under this Article 4 within three (3) years following final payment.

ARTICLE 5 - TERMINATION

This Contract may be terminated by the CONSULTANT upon sixty (60) days prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY the CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

- A. CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.
- B. All of the services required herein under shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.
- C. Any changes or substitutions in the CONSULTANT's key personnel, as may be listed in Exhibit "B", must be made known to the COUNTY's representative and written approval must be granted by the COUNTY's representative before said change or substitution can become effective.
- D. The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.
All of the CONSULTANT's personnel (and all subconsultants) while on County premises will comply with all COUNTY requirements governing conduct, safety and security.

ARTICLE 7 - FEDERAL AND STATE TAX

- A. The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONSULTANT authorized to use the COUNTY's Tax Exemption Number in securing such materials.
- B. The CONSULTANT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this contract.

ARTICLE 8 - AVAILABILITY OF FUNDS

The COUNTY's performance and obligation to pay under this contract is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

ARTICLE 9 - INSURANCE

It shall be the responsibility of CONSULTANT to provide evidence of the following minimum amounts of insurance coverage or legal liability protection:

- A. CONSULTANT shall procure and maintain through the term of this Contract Worker's Compensation & Employers Liability insurance up to the statutory limits specified in Section 440.02, Florida Statutes. Notwithstanding the number of the employees or any other statutory provisions to the contrary, the Worker's Compensation insurance shall extend to all employees and volunteers of CONSULTANT.
- B. Without waiving the right to Sovereign Immunity as provided by Section 768.28, Florida Statutes, CONSULTANT acknowledges that it is self-insured under Florida's sovereign immunity statute with

coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence or such monetary waiver limits as may, from time to time during the term of this Contract, be set forth in the Florida's sovereign immunity statute, which COUNTY recognizes as acceptable regarding General Liability and Automobile Liability.

C. Without waiving the right to Sovereign Immunity or any other statutory provisions to the contrary, CONSULTANT acknowledges and agrees in the event COUNTY and/or Palm Tran, Inc. is named in any legal action as a result of the negligent acts or omissions arising out of CONSULTANT's performance or failure to perform the contractual duties set forth in the terms of this Contract, CONSULTANT shall respond with all necessary defense of COUNTY and/or Palm Tran, Inc. and provide payment of all judgments and costs against COUNTY and/or Palm Tran, Inc. in the same manner and to the same extent as if COUNTY and/or Palm Tran, Inc. were identified as an Additional Insured with CONSULTANT's self-insured program.

D. A signed Affidavit or Certificate of Insurance, evidencing that required insurance coverages have been procured by CONSULTANT in the types and manner required hereunder shall be transmitted to COUNTY prior to CONSULTANT performing any operations under the terms of this Contract. Further, said Affidavit or Certificate(s) of Insurance shall unequivocally provide thirty (30) days written notice to COUNTY prior to any adverse change, cancellation, or non-renewal of coverage thereunder.

All insurance must be acceptable to and approved by COUNTY as to form types of coverage, and acceptability of the insurers or self-insurance funds providing coverage. CONSULTANT acknowledges and agrees the CONSULTANT self-insurance program will be Primary and COUNTY's self-insurance program will be Excess.

ARTICLE 10 - INDEMNIFICATION

CONSULTANT shall to the extent permitted by law protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of CONSULTANT.

ARTICLE 11 - SUCCESSORS AND ASSIGNS

The COUNTY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. The CONSULTANT shall not assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the COUNTY. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONSULTANT.

ARTICLE 12 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition

to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 13 - CONFLICT OF INTEREST

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes. The CONSULTANT further represents that no person having any such conflict of interest shall be employed for said performance of services.

The CONSULTANT shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT's judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONSULTANT. The COUNTY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the COUNTY shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONSULTANT under the terms of this Contract.

ARTICLE 14 - EXCUSABLE DELAYS

A. The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT or its subconsultants and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

B. Upon the CONSULTANT's request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT's failure to perform was without it or its subconsultants fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY's rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 15 - ARREARS

The CONSULTANT shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 16 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

- A. All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by COUNTY or at its expense will be kept confidential by CONSULTANT, except as expressly provided herein to the contrary. All drawings, maps, sketches, programs, data-base reports, and other data developed or purchased under this Contract shall be and shall remain the property of COUNTY and may be reused solely at the discretion of COUNTY.
- B. Both parties shall comply with the provisions of Florida's Public Records Law.
- C. During the term of this Contract, upon COUNTY's request, CONSULTANT representatives will meet with COUNTY staff and officials, and participate in meetings at the times and places required by COUNTY to discuss the status and outcome of the Scope of Work, as well as the need for revision to a particular task of the performance of additional work.
- D. The following requirements apply to each Work Order involving experimental, developmental, or research work:
 - (1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this Contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.
 - (2) The following restrictions apply to all subject data first produced in the performance of this Contract to which this exhibit has been added:
 - (a) Except for its own internal use, CONSULTANT may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may CONSULTANT authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.
 - (b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes", any subject data or copyright described in subsections (2)(b)1 and (2)(b) 2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.
 - 1. Any subject data developed under that contract, whether or not a copyright has been obtained; and
 - 2. Any rights of copyright purchased by CONSULTANT using Federal assistance in whole or in part provided by FTA.

- (c) When FTA awards Federal assistance for experimental developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the party performing experimental, developmental, or research work required by the underlying contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for CONSULTANT's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.
 - (d) Unless prohibited by state law, upon request by the Federal Government, CONSULTANT agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by CONSULTANT or proprietary rights, copyrights, or right or privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. CONSULTANT shall not be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agent of the Federal Government.
 - (e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
 - (f) Data developed by CONSULTANT and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract is exempt from the requirements of subsection (b), (c), and (d) of this clause, provided that CONSULTANT identifies that data in writing at the time of delivery of the contract work.
 - (g) Unless FTA determines otherwise, CONSULTANT agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.
- (3) Unless the Federal Government later makes a contrary determination in writing, irrespective of CONSULTANT's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc), CONSULTANT agrees to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit

Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

- (4) CONSULTANT also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.
- E. Notwithstanding anything contained in this Section 16, except as provided in paragraph D above, COUNTY recognizes that under CONSULTANT's policy, the results of this project must be publishable and agrees that researchers engaged in the project shall be permitted to present at symposia, national or regional professional dissertations, or otherwise, the methods and results of the project.
- F. The CONSULTANT shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.
- G. The CONSULTANT shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

ARTICLE 17 - INDEPENDENT CONSULTANT RELATIONSHIP

A. The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, an Independent CONSULTANT, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT's sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT's relationship and the relationship of its employees to the COUNTY shall be that of an Independent CONSULTANT and not as employees or agents of the COUNTY.

B. The CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

ARTICLE 18 - CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 19 - ACCESS AND AUDITS

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT's place of business.

ARTICLE 20 - NONDISCRIMINATION

The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

ARTICLE 21 - AUTHORITY TO PRACTICE

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

ARTICLE 22 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 23- PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subconsultants and CONSULTANTS who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 24 - MODIFICATIONS OF WORK

A. The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the COUNTY's notification of a contemplated change, the CONSULTANT shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the CONSULTANT's ability to meet the completion dates or schedules of this Contract.

B. If the COUNTY so instructs in writing, the CONSULTANT shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY's decision to proceed with the change.

C. If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment and the CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT and approved and executed on behalf of Palm Beach County.

ARTICLE 25 - STATEMENT OF FINANCIAL ASSISTANCE

The parties acknowledge that this Contract is governed, in part, by one or more grant agreements between Palm Beach County and the U.S. Department of Transportation, Federal Transit Administration.

ARTICLE 26 - DISADVANTAGED BUSINESS ENTERPRISE PROGRAM - RESOLUTION 99-1617 PALM BEACH COUNTY

A. The County and CONSULTANT recognize the authority and applicability of the United States Department of Transportation's rules and regulations governing Disadvantaged Business Enterprise (DBE) participation set forth in 49 C.F.R. Part 26. The County is committed to the implementation of these rules and regulations through its approved Disadvantaged Business Enterprise Program.

B. It is the object of the County that Disadvantaged Business Enterprises shall be assured, to the maximum extent feasible, the opportunity to participate in the performance of contracts and subcontract financed in whole or in part with Federal funds; and that no person, subject to the activities of the County, shall discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT assisted contracts.

C. The CONSULTANT agrees to ensure that DBE firms as defined in Palm Beach County Resolution 99-1617, have the maximum opportunity to participate in the performance of contracts and subcontracts. In this regard, CONSULTANT shall take all necessary and reasonable steps in accordance with Resolution 99-1617, to ensure that DBEs have the maximum opportunity to compete for and perform contracts. CONSULTANT shall not discriminate on the basis of race, color, national origin or sex.

D. The CONSULTANT further agrees to incorporate into all of its subcontracts related to the work performed under this Contract the requirements of paragraph C. above.

ARTICLE 27 - FEDERAL CHANGES

CONSULTANT shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the most current Federal Transit Master Agreement (FTA MA (12), October 1, 2005) between the County and FTA, as they may be amended or promulgated from time to time during the term of this Contract. CONSULTANT's failure to so comply shall constitute a material breach of this contract.

ARTICLE 28 - NO FEDERAL GOVERNMENT OBLIGATION

A. The CONSULTANT acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the County, CONSULTANT, or any other party (whether or not a party to that contract) pertaining to any matter resulting from this Contract.

B. The CONSULTANT agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subconsultant who will be subject to its provisions.

ARTICLE 29 - CIVIL RIGHTS

A. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law codified at 49 U.S.C. § 5332, the CONSULTANT agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the CONSULTANT agrees to comply with applicable Federal implementing regulations and all other implementing requirements FTA may issue.

B. Equal Employment Opportunity - The following equal employment opportunity requirements apply to this Contract:

(1) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the CONSULTANT agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of the Contract. The CONSULTANT agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CONSULTANT agrees to comply with any implementing requirements FTA may issue.

(2) Age - In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the CONSULTANT agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CONSULTANT agrees to comply with any implementing requirements FTA may issue.

(3) Disabilities - In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CONSULTANT agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the CONSULTANT agrees to comply with any implementing requirements FTA may issue.

C. The CONSULTANT shall include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modify only if necessary to identify the affected parties.

ARTICLE 30 - INCORPORATION OF FTA TERMS

The preceding FTA related provisions include, in part, certain standard terms and conditions required by the FTA of the U.S. DOT, whether or not expressly set forth in this Contract. All contractual provisions required by the FTA of the U.S. DOT, as set forth in FTA Circular 4220.1E, as it may be amended from time to time, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated

terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The CONSULTANT shall not perform any act, fail to perform any act, or refuse to comply with any County requests which would cause the County to be in violation of FTA terms and conditions.

ARTICLE 31 - ACCESS TO RECORDS

A. The CONSULTANT agrees to provide to the County, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the CONSULTANT which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. CONSULTANT also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives access to CONSULTANT's records and facilities for the purposes of conducting an audit and inspection. The CONSULTANT shall permit any of the foregoing parties to reproduce such books, documents, paper and records by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

B. The CONSULTANT agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case CONSULTANT agrees to maintain same until the County, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

ARTICLE 32 - RECYCLED PRODUCTS

The CONSULTANT agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 C.F.R. Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 C.F.R. Part 247.

ARTICLE 33 - SUSPENSION AND DEBARMENT

A. The CONSULTANT hereby affirms the accuracy and truthfulness of its certification regarding debarment, suspension, and other matters related to its responsibility in conformity with the requirements of 49 C.F.R. Part 29. CONSULTANT acknowledges that its certification is a material representation of fact upon which reliance was placed for the award of this Contract. CONSULTANT shall immediately notify County if at any time it learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. CONSULTANT further warrants and agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless such is authorized in writing by the County. If the CONSULTANT, its subconsultant or lower tier participants, knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this Contract, in addition to all remedies available to the Federal Government, the County may pursue all available remedies including but not limited to suspension and/or debarment. CONSULTANT shall require its subconsultants and lower tier participants to include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction"

(1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to its proposal.

ARTICLE 34 - PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

A. The CONSULTANT acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Contract. CONSULTANT's execution of this

B. Contract shall act as its certification and affirmation that the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the CONSULTANT further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONSULTANT to the extent the Federal Government deems appropriate.

C. The CONSULTANT also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the CONSULTANT, to the extent the Federal Government deems appropriate.

D. The CONSULTANT agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subconsultant who will be subject to the provisions.

ARTICLE 35 - ENERGY CONSERVATION

The CONSULTANT agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

ARTICLE 36 - CLEAN WATER

The CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq . The CONSULTANT agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The CONSULTANT further agrees to include these requirements in each subcontract exceeding \$100,000.00 financed in whole or in part with Federal assistance provided by FTA.

ARTICLE 37 - LOBBYING

A. CONSULTANT affirms the accuracy and truthfulness of the certification required by 49 C.F.R. Part 20, "New Restrictions on Lobbying" filed with its proposal. CONSULTANT further affirms to the best of its knowledge and belief, that:

B. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

C. CONSULTANT acknowledges that its certification is a material representation of fact upon which reliance was placed for the award of this Contract.

ARTICLE 38 - CONTRACT WORK HOURS AND SAFETY STANDARDS

A. Overtime requirements - Neither the CONSULTANT nor any of its subconsultants contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (A) of this section, the CONSULTANT and any subconsultant responsible therefor shall be liable for the unpaid wages. In addition, the CONSULTANT and its subconsultants shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages - The County may upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONSULTANT or its subconsultants under this Contract or any other Federal contract with the same prime CONSULTANT, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONSULTANT, such sums as may be determined to be necessary to satisfy any liabilities of such CONSULTANT or subconsultant(s) for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts - The CONSULTANT and its subconsultants shall insert in any subcontracts the clauses set forth in paragraphs (A) through (D) of this section and also a clause requiring the subconsultants to include these clauses in any lower tier subcontracts. The CONSULTANT shall be responsible for compliance by any subconsultant or lower tier subconsultant with the clauses set forth in paragraphs (A) through (D) of this section.

ARTICLE 39 - STATE, TERRITORIAL, AND LOCAL LAW

Should any provision or compliance with any provision of this Contract violate a State, territorial, or local law, which has not been preempted by a Federal law or requirement, the CONSULTANT agrees to notify County immediately in writing. Should this occur, the County and the CONSULTANT agree to make appropriate arrangements to proceed with or, if necessary, terminate the Contract expeditiously.

ARTICLE 40 - INTEREST OF MEMBERS OF OR DELEGATES TO CONGRESS

No member of, or delegate to, the Congress of the United States shall be admitted to a share or part of this Contract or to any benefit arising therefrom.

ARTICLE 41 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Executive Director
Palm Tran, Inc.
3201 Electronics Way
West Palm Beach, FL 33470

If sent to the CONSULTANT, notices shall be addressed to:

Center for Urban Transportation Research
College of Engineering, ENB-118
University of South Florida
4202 East Fowler Ave.
Tampa, FL 33620

ARTICLE 42 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25- Modifications of Work.

ARTICLE 43 - ENFORCEMENT COSTS

Any cost or expenses, including reasonable attorney fees, associated with the enforcement of the terms and conditions of this Contract shall be borne by the respective parties; provided, however, that this clause pertains only to the parties to this Contract.

ARTICLE 44 - NO WAIVER

No waiver of any provisions of this Contract shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed a continuing or future waiver.

ARTICLE 45 - CAPTIONS

The captions and section designations herein set forth are for convenience only and shall have no substitute meaning.

ARTICLE 46 - JOINT PREPARATION

The preparation of this Contract has been a joint effort of the parties and the resulting document shall not, solely as a matter of judicial constraint, be construed more severely against one of the parties than the other.

ARTICLE 47 - SURVIVABILITY

Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract, shall survive its expiration of earlier termination.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and CONSULTANT has hereunto set its hand the day and year above written.

ATTEST:
Sharon R. Bock, Clerk and Comptroller

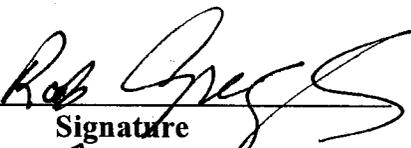
PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

WITNESSES:

UNIVERSITY OF SOUTH FLORIDA
Board of Trustees, a public body corporate


Signature

By: 
Signature

Rob Gregg
Name (type or print)

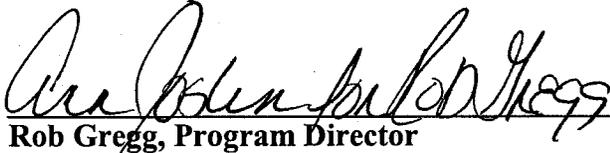
Priscilla Pope
Name


Signature

Associate VP of Research
Title

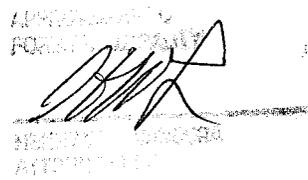
Robin Gregg
Name (type or print)

Accepted for and on behalf of the Center for
Urban Transportation Research


Rob Gregg, Program Director

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 
County Attorney



APPROVED AS TO
TERMS AND CONDITIONS

By: 
Chuck Cohen, Executive Director Palm Tran


Reviewed:
J.C. Gentilini

Exhibit A

Scope of Work Palm Tran / CUTR Intelligent Transportation System (ITS) Program

Project Objective: To assist Palm Tran in developing and implementing a comprehensive ITS/APTS program that will be applicable for intelligent transportation systems in the US 1 / Federal Highway corridor. The ITS/APTS program will have the ability to be expanded to encompass the entire fixed route system or any portion thereof. This program will address the existing ITS federal grants and current coordination activities with FDOT service development efforts.

I. Background:

The purpose of this consultant service is to assist Palm Tran in defining and implementing a program of projects of Advanced Public Transportation System (APTS) technologies. In particular the US 1 travel corridor through Palm Beach County will be analyzed and prepared for initial implementation of advanced technologies to benefit operational effectiveness and customer services.

The priority technologies that will be analyzed for a "bundle" procurement and implementation package will include Automated Vehicle Location (AVL), Real-Time Customer Information Systems, and Automated Passenger Counters. Real time service performance information and automated passenger counting data provide information that can improve management capabilities and customer confidence and use of the service.

Fleet management is an important issue for public transportation control of efficiency, performance and safety of mobility services. Palm Tran is coordinating within Palm Beach County government to define and decide upon appropriate communication system designs for an AVL communication system.

A critical issue relative to the use of public transportation is the customer's ability to know when and where his/her transportation services are performing. Technology is available to allow customer access to this on time information by signage located at bus stops, central terminals and via telecommunications (phone, PDA, and computer internet). Additionally, such vehicle location and on time performance is a powerful management tool for the transportation agency to improve service performance and dependability.

Automated passenger counting provides data to monitor on time performance, monitor stop level customer boarding and alighting, permit route segment analysis and allow for more effective service

planning and scheduling activities.

The tasks below provide a scope of work for CUTR support services that will assist Palm Tran to develop and implement these advanced technologies to benefit agency management and customer services for residents and visitors of Palm Beach County.

II. Scope of Work

Task 1

Program Management Support - Review and Analyze Palm Tran's Current Inventory and Planned Program for ITS/APTS Projects: Update and refine program objectives, grant project descriptions and schedules, and program inventory and planned projects. Support Palm Tran in coordinating ITS activities with FDOT relative to the U.S. 1 corridor and project development activities for enhancing service operations and customer information.

Product(s): Technical report documenting refined program of projects and Palm Tran ITS inventory. Provide summaries of FDOT Task Force meetings. CUTR shall provide all services to perform this task within Sixty (60) calendar days of issuance of Task Order/Notice to Proceed.

Task 2

Coordinate and Support an internal Palm Tran ITS/APTS Oversight Committee: Provide assistance in coordinating internal departmental activities and procedures for developing, prioritizing and implementing ITS/APTS technologies. Up to three (3) meetings will be conducted and facilitated by CUTR.

Product(s): Summary of committee meetings and presentation formatted in power point. CUTR shall provide all services to perform this task within One Hundred eighty (180) days after issuance of Task Order.

Task 3

Prepare a Recommended Request for Proposals (RFP) for the procurement of a ITS/APTS Technology Bundle: Assistance will be provided in developing and finalizing a RFP solicitation package for the procurement of a prioritized "bundle" of ITS/APTS technologies. CUTR will focus on defining RFP scope of work, submittal requirements and evaluation / selection process. Palm Tran will provide RFP boiler plate documentation, which CUTR will review.

Product(s): DRAFT RFP scope and written review of overall procurement package. CUTR shall provide all services to perform this task within Sixty (60) days after issuance of task order.

Task 4

Assistance in Proposals Review, Evaluation and Recommendation for Award: CUTR will provide technical assistance in the solicitation process by participating in a vendor pre-proposal meeting,

reviewing and recommending answers to technical questions posed by prospective bidders. CUTR will also assist with the evaluation of the bids/proposals submitted to ensure the product(s) bid meet or exceed the system performance specifications.

Product(s): Technical Memo documenting pre-proposal meeting, proposal review and evaluation activities. CUTR shall provide all services to perform this task within One Hundred Eighty days after issuance of task order subject to Palm Tran's issuance of a Request for Proposals and determination of acceptable Offerors within this time period.

Task 5

Develop ITS Data and Reporting Program Procedures and Corporate Database Recommendations: CUTR will be provide technical support in defining data formatting, analysis, report generating and database management throughout this scope of work. CUTR will assist Palm Tran in establishing data output needs by technology and will review vendor recommendations to address those needs in proposal work plans related to the aforementioned RFP.

Product(s): Technical report documenting ITS data needs, format and utilization relative to Palm Tran goals, objectives and business architecture. CUTR shall provide all services to perform this task within One Hundred Eighty (180) days after issuance of task order.

III. Project Schedule:

Execpt for work performed under Contract R-2006-0098 which this instant contract replaces in its entirety, the activities funded by this Contract will be conducted during the period of April 11, 2007 and be completed by December 31, 2008. Monthly status reports summarizing project activities will be prepared and submitted to the Palm Tran designated Project Manager.

IV Project Budget

Task 1 Program Analysis	\$19,622
Task 2 ITS Committee	\$11,874
Task 3 Draft RFP	\$13,985
Task 4 Review, Evaluation, Award	\$13,520
Task 5 ITS Reporting Program	\$15,998
Total all Tasks	\$75,000

IV Project Budget:

CUTR Labor + Fringe	\$48,657.00
Travel Expenses	\$1,948.00
Subcontracting	\$10,000.00
Other (Printing, phone, mail etc.)	\$1,895.00
Subtotal	\$62,500.00
USF 20% Indirect	\$12,500.00
Total (Lump Sum)	\$75,000.00

Exhibit B – CUTR Personnel Labor + Fringe Rates for 2007

	2007 Rate (Labor + Fringe)
Project Director	\$81.96
Senior Research Associate	\$49.41
Research Associate	\$39.54
Clerical	\$19.76

Designated Personnel:

- Rob Gregg, *Transit Management Director* at CUTR – will oversee this contract and provide overall assistance.
- Additional CUTR clerical and staff support as needed



DEPARTMENT OF FINANCIAL SERVICES
Division of Risk Management

**STATE RISK MANAGEMENT TRUST FUND
ADDENDUM TO AUTOMOBILE LIABILITY
CERTIFICATE OF COVERAGE FOR OFF-DUTY
LAW ENFORCEMENT VEHICLE PROPERTY DAMAGE**

In consideration of the provisions and stipulations contained herein or added hereto and for the premium charged, the State Risk Management Trust Fund, hereinafter referred to as the "Fund", certifies that the State department or agency named in this Addendum, hereinafter referred to as the "insured", is hereby provided automobile property damage coverage. Coverage shall be effective on the inception date at 12:01 a.m. standard time.

This Addendum is comprised of the foregoing provisions and stipulations as well as those provisions and stipulations contained in the Automobile Liability Certificate of Coverage, together with such other provisions and stipulations as may be added hereto by the Fund in the future.

I. General

The purpose of this Addendum is to provide property damage insurance coverage to State agencies and law enforcement officers as required by Section 284.311, F.S.

II. Property Damage Coverage

The Fund will pay for property damage to a motor vehicle owned by the insured when this property damage occurs while the motor vehicle is being used by a law enforcement officer, as defined in Section 943.10, F.S., for off-duty work for which the officer must reimburse the State, subject to the exclusions and deductible amounts stated in this Addendum. The Fund will pay reasonable repair costs or the actual cash value of the vehicle whichever is less.

If an independent appraisal of the property damage is required, the Fund will pay for this expense. If the accidental loss results in the motor vehicle being declared a total loss, the Fund will pay the insured the actual cash value of the motor vehicle (minus any applicable deductible amounts), and the Fund shall retain the salvage value of the motor vehicle.

Upon payment by the Fund of a loss under this Addendum, the insured shall assign all rights to recover the amount of loss to the Fund. The Fund will pursue and retain any monies collected from third parties who are legally liable for the loss.

III. Conditions

The law enforcement officer must be in the course and scope of approved off duty activities for which the officer must reimburse the State for use of the motor vehicle. The employee must be a law enforcement officer as defined in Section 943.10, F.S.

IV. Definitions

The following definitions shall apply to the property damage coverage established herein:

- (a) "Motor vehicle" - Any self-propelled vehicle with two or four or more wheels which is of a type both designed and required to be licensed for use on the highways of this state and any trailer or semi trailer designed for use with such vehicle and includes:

A "private passenger motor vehicle" which is any motor vehicle which is a sedan, station wagon, or jeep-type vehicle and, if not used primarily for occupational, professional or business purposes, a motor vehicle of the pickup, panel, van, camper, or motor home type.

A "commercial motor vehicle" which is any motor vehicle which is not a private passenger motor vehicle.

The term "motor vehicle" does not include a mobile home or any motor vehicle which is used in mass

transit other than public school transportation, and designed to transport more than five passengers exclusive of the operator of the motor vehicle and which is owned by a municipality, a transit authority, or a political subdivision of the State.

- (b) "At fault" - The law enforcement officer shall be deemed "at fault" (thereby subjecting the insured to the deductible amount) if the "contributing cause" code on a Florida Traffic Crash Report (Long Form) is anything other than code "01", (no improper driving action).
- (c) "Actual cash value" - Replacement cost minus depreciation.
- (d) "Property damage" - Physical damage to the covered motor vehicle due to collision or impact with another vehicle or object or due to other accidental loss.

V. Deductibles

The Fund will reduce the payments for property damage to the insured by any applicable deductible amount when the law enforcement officer is determined to be at fault in causing property damage to the insured motor vehicle.

Any proceedings to appeal the determination of fault will be pursued with the employing agency.

The Fund will adjust the deductible amount at the beginning of each fiscal year, upon consultation with the state agencies that employ the covered law enforcement officers. The amount of the deductible shall not exceed \$500 per incident.

VI. Exclusions

The Fund will not pay for property damage if:

- (a) The law enforcement officer was not in the course and scope of approved off duty activities when the property damage occurred.
- (b) The law enforcement officer is found to have acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety or property.
- (c) The law enforcement officer does not have to reimburse the State for use of the motor vehicle.
- (d) Property damage is due to wear and tear or mechanical breakdown.

VII. Limits of Liability

Our limit of liability for loss will be the lesser of the:

- (a) Actual cash value of the damaged property; or
- (b) Amount necessary to repair or replace the property with other property of like kind and quality.

An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss.

If a repair or replacement results in better than like kind of quality, the Fund will not pay for the amount of the betterment.



FLORIDA
DEPARTMENT OF
FINANCIAL SERVICES

STATE RISK MANAGEMENT TRUST FUND

CERTIFICATE OF COVERAGE

Policy Number: WC-06-0281 STATE EMPLOYEE WORKERS'
COMPENSATION and EMPLOYER'S LIABILITY

Name Insured: UNIVERSITY OF SOUTH FLORIDA

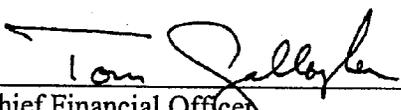
Coverage Limits:

Coverage A - Compensation coverage is provided to comply with the applicable State Workers' Compensation, Occupational Disease Laws and any rule promulgated thereunder.

Coverage B \$100,000.00 each person
 \$200,000.00 each occurrence

Inception Date: 7/1/06

Expiration Date: 7/1/07



Chief Financial Officer



DEPARTMENT OF FINANCIAL SERVICES
Division of Risk Management

STATE RISK MANAGEMENT TRUST FUND
STATE EMPLOYEE WORKERS' COMPENSATION AND
EMPLOYER'S LIABILITY
CERTIFICATE OF COVERAGE

In consideration of the provisions and stipulations contained herein or added hereto and for the premium charged, the State Risk Management Trust Fund, hereinafter referred to as the "Fund", certifies that the State department or agency named in this certificate is hereby entitled to workers' compensation coverage as set forth in the Workers' Compensation Laws and to employer's legal liability coverage as established herein. Coverage shall be effective on the inception date at 12:01 a.m., standard time.

This certificate is comprised of the foregoing provisions and stipulations, together with such other provisions and stipulations as may be added hereto by the Fund in the future:

I. Coverages

A. Coverage A - Workers' Compensation

To pay promptly when due all compensation and other benefits required of the insured by the Workers' Compensation Laws.

B. Coverage B - Employer's Liability

To pay on behalf of the insured all sums which the insured shall become liable to pay as damages because of bodily injury by accident or disease, including death, at any time resulting therefrom, which are sustained by an employee of the insured and which arise out of and in the course of his employment with the insured in the United States of America, its territories or possessions, or while temporarily employed outside the United States of America, its territories or possessions.

II. Defense, Settlement, Supplementary Payments

As respects the insurance afforded by the other terms of this certificate, the Fund shall:

- (a) defend any proceeding against the insured seeking such benefits and any suit against the insured alleging such injury and seeking damages on account thereof, even if such proceeding or suit is groundless, false, or fraudulent. The Fund will investigate all claims filed against the insured in order to determine the legal liability of the insured and to determine damages sustained by the claimant. The Fund will negotiate, settle, or deny the claim based on these findings and appropriate Florida law.
- (b) pay all expenses incurred by the Fund, all costs taxed against the insured in any such proceeding or suit, and all interest accruing after entry of judgment until the Fund has paid, tendered, or deposited in court such part of such judgment as does not exceed the limit of the Fund's liability thereon;
- (c) pay amounts incurred under this insuring certificate, except settlements of claims and suits, in addition to the amounts payable under Coverage A, or the applicable limit of liability under Coverage B.

III. Definitions

- (a) Workers' Compensation Law - The workers' compensation law and any occupational disease law of a state designated in this certificate, but does not include those provisions of any such law which provide non-occupational disability benefits.
- (b) State - Any state or territory of the United States of America and the District of Columbia.
- (c) Bodily Injury by Accident - Bodily Injury by Disease - The contraction of disease is not an accident within the meaning of the word "accident", as used in the term "bodily injury by accident", and only such disease as results

directly from a bodily injury by accident is included within the term "bodily injury by accident". The term "bodily injury by disease" includes only such disease as is not included within the term "bodily injury by accident".

- (d) Assault and Battery - Under Coverage B, Assault and Battery shall be deemed an accident unless committed by or at the direction of the insured.

IV. Applications of Coverage

This certificate applies only to (1) injury by accident occurring during the coverage period, or (2) occupational injury by disease as such is defined by law which occurs during the coverage period.

V. Exclusions

This certificate does not apply under Coverage B:

- (a) to any claim or judgment for punitive damages;
- (b) to any claim for interest for the period prior to judgment;
- (c) to that portion of a claim or judgment which is in excess of the statutory limits of liability;
- (d) to liability assumed by the insured or any third party pursuant to any contract or agreement in writing;
- (e) to any obligation for which the named insured or any carrier as his insurer may be held liable under any workers' compensation, unemployment compensation or disability benefits laws, or under any similar law;
- (f) to any action by officers, employees, agents, or volunteers as defined in Chapter 110, Part V, Florida Statutes, committed in bad faith, or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

VI. Conditions:

A. Premium

Premium charges shall be assessed in accordance with the provisions of Chapter 284, Part II, Florida Statutes, and any rules promulgated thereunder utilizing a retrospective rating arrangement premium calculation method whereby 80% of the premium is based on losses actually incurred by the insured and 20% is based on the changes in risk exposures (employees, volunteers, etc.) of an insured. The premium must be paid promptly by an insured agency from its operating budget upon receiving the premium bill or invoice.

B. Inspection

The Fund shall be permitted, but not obligated, to inspect at any reasonable time, the workplaces, operations, machinery, and equipment covered by this certificate. Neither the right to make inspections, nor the making thereof, nor any report thereon shall constitute an

undertaking on behalf of or for the benefit of the insured or others, to determine or warrant that such workplaces, operations, machinery, or equipment are safe.

C. Insured's Duties in the Event of Injury, Claim or Suit

(1) Notice of Injury

When an injury occurs, notice shall be given immediately, in accordance with current reporting procedures by the insured to the Fund. Such notice shall contain particulars sufficient to identify the insured along with reasonably obtainable information respecting the time, place, circumstances of the injury, the names and addresses of the injured and all known witnesses. Such notice is to be directed to the Division of Risk Management, Bureau of State Employees' Workers' Compensation Claims, P. O. Box 8020, Tallahassee, Florida 32314-8020, or to contract service vendor in accordance with current reporting procedures.

(2) Notice of Claim or Suit

If claim is made or suit or other proceedings is brought against the insured, the insured shall immediately forward to the Fund every demand, notice, summons, or other process received by it or its representative.

(3) Assistance and Cooperation of the Insured

The insured shall cooperate with the Fund, and at its request, shall attend hearings and trials, assist in effecting settlements, secure and give evidence, obtaining the attendance of witnesses. The insured shall not except at its own cost, voluntarily make any payment, assume any obligation, or incur any expense other than for such immediate medical and other services at the time of injury as are required by the Workers' Compensation Law.

(4) Statutory Provisions - Coverage A

The Fund shall be directly and primarily liable to any person entitled to the benefits of the Workers' Compensation Law under this certificate. The obligations of the Fund may be enforced by such person, or for his benefit, by any agency authorized by law, whether against the Fund alone or jointly with the insured. As between the employee and the Fund, notice or knowledge of the injury on the part of the insured shall be notice or knowledge, as the case may be, on the part of the Fund. The Fund shall, in all things, be bound by and subject to the findings, judgments, awards, decrees, orders or decisions rendered against the insured in the form and manner provided by law and within the terms, limitations, and provisions of this certificate not inconsistent with existing law.

All of the provisions of the Workers' Compensation Law shall be and remain a part of this coverage as fully and completely as if written herein insofar as coverage applies to compensation and other benefits provided by this certificate and in respect to special taxes, payments into security or other special funds, and assessments required or levied against compensation insurance carriers under the Workers' Compensation Law.

The insured shall reimburse the Fund for any payments required of the Fund under the Workers' Compensation Law, which are made in excess of the benefits regularly provided by such law, solely because of injury to (a) any employee by reason of the serious and willful misconduct of the insured, or (b) any employee employed by the insured in violation of law with the knowledge or acquiescence of the insured or any executive officer thereof.

(5) Limits of Liability - Coverage B

The words "damages because of bodily injury by accident or disease, including death at any time resulting therefrom" in Coverage B include damages for care and loss of services and damages for which the insured is liable by reason of suits or claims brought against the insured by others because of such bodily injury sustained by employees of the insured arising out of and in the course of their employment. The limits of liability for Coverage B are those established by Section 768.28, Florida Statutes.

(6) Other Insurance

Coverage A - If the insured has other insurance against a loss covered by this certificate, the Fund shall not be liable to the insured hereunder for (1) a greater proportion of such loss than the amount which would have been payable under this certificate had no such other insurance existed, and (2) the amount which would have been payable under each other policy applicable to such loss had each such policy been the only policy so applicable.

Coverage B - If there is a valid and collectible policy of insurance applicable to any otherwise valid claim hereunder, the coverage extended by this certificate shall not apply.

(7) Subrogation

In the event of any payment under this certificate, the Fund shall be subrogated to all rights of recovery therefor of the insured and any person entitled to the benefits of this coverage against any person or organization, and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

(8) Cancellation

Failure of the Fund to receive the amount of premiums billed to the insured agency within the time frames allowed by law may result in cancellation of the certificate of coverage. Payments must be made promptly from the insured's operating budget upon receipt of the premium bill as specified in Section 284.36, Florida Statutes, and lack of prompt payment will result in a request from the Fund to the Comptroller to transfer premiums from any available funds of the delinquent agency under the provisions of Section 284.44(7), Florida Statutes.

(9) Terms of Coverage Conformed to Statute

Terms of this certificate which are in conflict with the provisions of the Workers' Compensation Law, or Section 768.28, Florida Statutes, are hereby amended to conform to such laws.

(10) Self-Insurance Coverage

Coverage for defending and paying claims under this certificate is provided under the authority of Chapter 284, Florida Statutes, wherein the state is authorized to administer a self-insurance program. Provision of this certificate does not constitute the issuance of insurance other than on a self-insurance basis, and payment of any covered claim obligations is contingent upon availability of legislative funding.



FLORIDA
DEPARTMENT OF
FINANCIAL SERVICES

STATE RISK MANAGEMENT TRUST FUND

CERTIFICATE OF COVERAGE

Policy Number: GL-06-0281 GENERAL LIABILITY

Name Insured: UNIVERSITY OF SOUTH FLORIDA

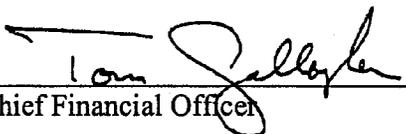
General Liability Coverage provided pursuant to Chapter 284, Part II, Section 768.28, Florida Statutes, and any rules promulgated thereunder.

Coverage Limits:

General Liability: \$100,000.00 each person
\$200,000.00 each occurrence

Inception Date: 7/1/06

Expiration Date: 7/1/07



Chief Financial Officer



DEPARTMENT OF FINANCIAL SERVICES
Division of Risk Management

STATE RISK MANAGEMENT TRUST FUND
GENERAL LIABILITY
CERTIFICATE OF COVERAGE

In consideration of the provisions and stipulations contained herein or added hereto and for the premium charged, the State Risk Management Trust Fund, hereinafter referred to as the "Fund", certifies that the State department or agency named in this certificate is hereby provided general liability coverage. Coverage shall be effective on the inception date at 12:01 a.m. standard time.

This certificate is comprised of the foregoing provisions and stipulations, together with such other provisions and stipulations as may be added hereto by the Fund in the future:

I. COVERAGES

General Liability Coverage--Bodily and Property Damage

To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any officer, employee, agent or volunteer of the named insured, as such terms may be further defined herein or by administrative rule, while acting within the scope of his office or employment, pursuant to the provisions and limitations of Chapter 284, Part II and Section 768.28, Florida Statutes.

II. DEFENSE, SETTLEMENT, SUPPLEMENTARY PAYMENTS

With respect to such coverage as is afforded by this certificate, the Fund shall:

- (a) defend any proceeding against the insured seeking such benefits and any suit against the insured alleging such injury and seeking damages on account thereof, even if such proceeding or suit is groundless, false, or fraudulent. The Fund will investigate all claims filed against the insured in order to determine the legal liability of the insured and to determine damages sustained by the claimant. The Fund will negotiate, settle, or deny the claim based on these findings and appropriate Florida law.
- (b) pay all premiums on bonds to release attachments and on appeal bonds required in any such defended suit for an amount not in excess of the applicable limit of liability established in this certificate;
- (c) pay all expenses incurred by the Fund, all costs taxed against the insured in any such suit, and all interest accruing after entry of judgment until the Fund has paid, tendered, or deposited in court that part of such judgment as does not exceed the limit of the Fund's liability thereon;
- (d) pay expenses incurred by the insured for such immediate medical relief to others as shall be imperative at the time of the accident.

III. DEFINITIONS

- (a) Named Insured - The department or agency named herein.
- (b) Insured - State department or agency named herein, their officers, employees, agents or volunteers.
- (c) Volunteer - Any person who of his own free will, provides goods or services to the named insured, with no monetary or material compensation as defined in Chapter 110, Part IV, Florida Statutes.
- (d) Agent - Any person not an employee, acting under the direct control and supervision of a state agency or department, for the benefit of a state agency or department.
- (e) Automobile - A land motor vehicle, trailer, or semi-trailer designed and licensed for use on public roads (including machinery or apparatus attached thereto), but does not include mobile equipment.
- (f) Mobile Equipment - A land vehicle (including machinery or apparatus attached thereto), whether or not self-propelled;
 - (1) not subject to motor vehicle registration, or

- (2) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or
- (3) designed for use principally off public roads, or
- (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle; power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding, and building cleaning equipment; and geophysical exploration and well-servicing equipment.

IV. EXCLUSIONS

This certificate does not apply:

- (a) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of:
 - (1) any automobile owned or operated by or rented or loaned to any insured, or
 - (2) any other automobile operated by any person in the course of his employment by any insured, but this exclusion does not apply to the parking of an automobile on premises owned by, rented to, or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by, rented, or loaned to any insured;
- (b) to any action which may be brought against the named insured by anyone who unlawfully participates in riot, unlawful assembly, public demonstration, mob violence, or civil disobedience if the claim arises out of such riot, unlawful assembly, public demonstration, mob violence, or civil disobedience;
- (c) to any obligation for which the insured or the Fund may be held liable under any employer's liability or workers' compensation law;
- (d) to property damage to property owned or occupied by the insured;
- (e) to property damage to premises alienated by the insured arising out of such premises or any part thereof;
- (f) to loss of use of tangible property which has not been physically injured or destroyed, resulting from:
 - (1) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement;
 - (2) the failure of the named insured's products, or work performed by or on behalf of the named insured to meet the level of performance, quality fitness, or durability warranted or represented by the named insured;
- (g) to property damage to the named insured's products arising out of such products or any part of such products;
- (h) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts, or equipment furnished in connection therewith;

- (i) eminent domain proceedings or damage to persons or property of others arising therefrom;
- (j) to punitive damages;
- (k) to actions of insureds committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property;
- (l) to professional medical liability of the Board of Regents, the physicians, officers, employees, or agents of the Board;
- (m) to liability related in any way with nuclear energy;
- (n) to liability assumed by the insured under any contract or agreement;
- (o) to final judgments in which the insured has been determined to have caused the harm intentionally;
- (p) to awards for injunctive, declaratory, or prospective relief rendered against an insured by any federal or state court, agency or commission.

V. CONDITIONS

A. Premium

Premium charges shall be assessed in accordance with the provisions of Chapter 284, Part II, Florida Statutes, and any rules promulgated thereunder utilizing a retrospective rating arrangement premium calculation method whereby 80% of the premium is based on losses actually incurred by the insured and 20% is based on the changes in risk exposures (employees, etc.) of an insured. The premium must be paid promptly by an insured agency from its operating budget upon receiving the premium bill or invoice.

B. Audit

The Fund shall be permitted to examine and audit the insured's books and records at any time during the term of this coverage and any extension thereof, and within three years after the final termination of this coverage, as far as they relate to the premium bases or the subject matter of this coverage.

C. Insured's Duties In the Event of Occurrence, Claim or Suit

- (1) **Event of Occurrence**
Written notice containing particulars sufficient to identify the insured, along with reasonably obtainable information with respect to the time, place and circumstances thereof, the names and addresses of the injured and all known witnesses, shall immediately be given by or for the insured to the Fund.
- (2) **Notice of Claim or Suit**
If claim is made by suit brought against the insured, the insured shall immediately forward to the Fund every demand, notice, summons, or other process received by him or his representative. Failure by the insured to advise the Fund of a claim or suit prior to a settlement agreement or the insured otherwise obligating itself, shall void coverage by the Fund, for that claim.
- (3) **Assistance and Cooperation of the Insured**
The insured shall cooperate with the Fund and, upon the Fund's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which coverage is afforded under this certificate, and the insured shall upon request, make available all agency records pertaining to a specific claim, shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expenses other than for first aid to others at the time of accident.

(4) Action Against the Fund

No action shall lie against the Fund unless, as a condition precedent thereto, the insured shall have been in full compliance with all of the terms of this certificate and the provisions of applicable Florida Statutes.

(5) Severability of Interest

The term "the insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limits of the Fund's liability.

(6) Limits of Liability

The limit of liability expressed as applicable to "each person" is the limit of the Fund's liability for all damages, including damages for care and loss of services, arising out of personal injury and property damage sustained by one person as a result of any one occurrence; but the total liability of the Fund for all damages sustained by two or more persons as a result of any one occurrence shall not exceed the limit of liability as applicable "each occurrence".

(7) Other Insurance

If there is insurance applicable to any claim, the coverage extended by this certificate shall apply only as excess insurance over any and all other applicable insurance.

(8) Terms of Coverage

This certificate is issued for the purpose of confirming coverage as contemplated by Chapter 284, Part II, Florida Statutes. In the event of any conflict between provisions or coverages in this certificate and the provisions of any Florida Statutes or laws including, but not limited to the aforesaid, said statutes and laws shall control.

(9) Cancellation

Failure of the Fund to receive the amount of premiums billed to the insured agency within the time frames allowed by law may result in cancellation of the certificate of coverage. Payments must be made promptly from the insured's operating budget upon receipt of the premium bill as specified in Section 284.36, Florida Statutes, and lack of prompt payment will result in a request from the Fund to the Comptroller to transfer premiums from any available funds of the delinquent agency under the provisions of Section 284.44(7), Florida Statutes.

D. Self-Insurance Coverage

Coverage for defending and paying claims under this certificate is provided under the authority of Chapter 284, Florida Statutes, wherein the state is authorized to administer a self-insurance program. Provision of this certificate does not constitute the issuance of insurance other than on a self-insurance basis, and payment of any covered claim obligations is contingent upon availability of legislative funding.



FLORIDA
DEPARTMENT OF
FINANCIAL SERVICES

STATE RISK MANAGEMENT TRUST FUND

CERTIFICATE OF COVERAGE

Policy Number: AL-06-0281 AUTOMOBILE LIABILITY

Name Insured: UNIVERSITY OF SOUTH FLORIDA

Automobile Liability Coverage provided pursuant to Chapter 284, Part II, Section 768.28, Florida Statutes, the Florida Vehicle No-Fault Law, and any rules promulgated thereunder.

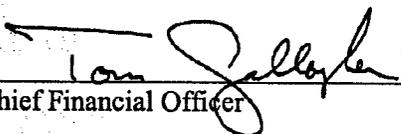
Coverage Limits:

General Liability: \$100,000.00 each person
\$200,000.00 each occurrence

Personal Injury: \$10,000.00 each person
\$10,000.00 each occurrence

Inception Date: 7/1/06

Expiration Date: 7/1/07



Chief Financial Officer



DEPARTMENT OF FINANCIAL SERVICES
Division of Risk Management

STATE RISK MANAGEMENT TRUST FUND
AUTOMOBILE LIABILITY
CERTIFICATE OF COVERAGE

In consideration of the provisions and stipulations contained herein or added hereto and for the premium charged, the State Risk Management Trust Fund, hereinafter referred to as the "Fund", certifies that the State department or agency named in this certificate is hereby provided automobile liability coverage. Coverage shall be effective on the inception date at 12:01 a.m. standard time.

This certificate is comprised of the foregoing provisions and stipulations, together with such other provisions and stipulations as may be added hereto by the Fund in the future:

I. LIABILITY COVERAGE

A. Coverage - Bodily Injury and Property Damage

To pay on behalf of the insured all sums which the insured shall become legally obligated to pay (but not to exceed the statutory limits as set forth by Section 768.28, Florida Statutes) for damages because of bodily injury, sickness or disease, including death at any time resulting therefrom (hereafter called bodily injury), sustained or alleged to have been sustained by any person or persons or injury to or destruction of property including loss of use thereof (hereafter called property damage), arising out of the ownership, maintenance, or use including loading or unloading of any owned, hired or non-owned automobile, caused by the negligent or wrongful act or omission of any officer, employee, agent or volunteer of the named insured, as such terms may be further defined herein or by administrative rule, while acting within the scope of his office or employment, pursuant to the provisions and limitations of Chapter 284, Part II and Section 768.28, Florida Statutes.

B. Defense, Settlement, Supplementary Payments

With respect to such coverage as is afforded by this certificate, the Fund shall:

- (a) defend any proceeding against the insured seeking such benefits and any suit against the insured alleging such injury and seeking damages on account thereof, even if such proceeding or suit is groundless, false, or fraudulent. The Fund will investigate all claims filed against the insured in order to determine the legal liability of the insured and to determine damages sustained by the claimant. The Fund will negotiate, settle, or deny the claim based on these findings and appropriate Florida law.
- (b) pay all premiums on bonds to release attachments and on appeal bonds required in any such defended suit for an amount not in excess of the applicable limit of liability of this certificate;
- (c) pay all expenses incurred by the Fund, all costs taxed against the insured in any such suit and all interest accruing after entry of judgment until the Fund has paid, tendered, or deposited in court such part of such judgment as does not exceed the limit of the Fund's liability thereon;
- (d) pay expenses incurred by the insured for such immediate medical relief to others as shall be imperative at the time of the accident.

C. Definitions

The following definitions shall apply to liability coverages established herein:

- (a) Named Insured - The department or agency named herein.
- (b) Insured - The unqualified word "insured" shall include the State department or agency named herein, their officers, employees, agents, or

volunteers acting within the course and scope of employment.

- (c) Volunteer - Any person who of his own free will, provides goods or services to the named insured, with no monetary or material compensation as defined in Chapter 110, Part IV, Florida Statutes.
 - (d) Agent - Any person not an employee, acting under the direct control and supervision of a state agency or department, for the benefit of a state agency or department.
 - (e) Automobile - A land motor vehicle, motorcycle, trailer, or semi-trailer designed and licensed for use on public roads (including machinery or apparatus attached thereto), but does not include mobile equipment.
 - (f) Owned Automobile - An automobile owned by the named insured or leased under contract for six months or more.
 - (g) Hired Automobile - An automobile used under contract in behalf of or loaned to the named insured, provided such automobile is not owned by or leased under contract for six months or more, or registered in the name of (1) the named insured, or (2) an executive officer thereof, or (3) an employee or agent of the named insured who is granted an operating allowance for the use of such automobile.
 - (h) Non-owned Automobile - Any automobile which is not an owned or hired automobile.
 - (i) Trailer - The word trailer includes semi-trailer.
 - (j) Mobile Equipment - A land vehicle (including machinery or apparatus attached thereto), whether or not self-propelled; (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle; power cranes, shovels, loader, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well-servicing equipment.
- D. Exclusions**
- This certificate does not apply to:
- (a) any claim or judgment for punitive damages;
 - (b) interest for the period prior to judgment;
 - (c) that portion of the claim or judgment which is in excess of the statutory limits of liability;
 - (d) any judgment entered personally against any insured where the insured was found to have acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property;
 - (e) liability assumed by the insured under any contract or agreement;
 - (f) any obligation for which the named insured or any carrier as his insurer may be held liable under workers'

- compensation, unemployment compensation or disability benefits law, or under any similar law;
- (g) the owner of a hired automobile or any agent or employee of any such owner;
 - (h) to any action which may be brought against the State department or agency named herein by anyone who unlawfully participates in riot, unlawful assembly, public demonstration, mob violence, or civil disobedience if the claim arises out of such riot, unlawful assembly, public demonstration, mob violence, or civil disobedience;
 - (i) damage or destruction to property owned by the insured;
 - (j) liability related in any way with nuclear energy.

E. Conditions

1. Premium

Premium charges shall be assessed in accordance with the provisions of Chapter 284, Part II, Florida Statutes, and any rules promulgated thereunder, utilizing a retrospective rating arrangement premium calculation method whereby 80% of the premium is based on losses actually incurred by the insured and 20% is based on the changes in risk exposures (vehicles, etc.) of an insured. The premium must be paid promptly by an Insured agency from its operating budget upon receiving the premium bill or invoice.

2. Insured's duties in the Event of Occurrence, Claim or Suit

- (a) In the event of an occurrence, written notice containing particulars sufficient to identify the insured along with reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and all known witnesses, shall immediately be given by or for the insured to the Fund.
- (b) If claim is made or suit is brought against the insured, the insured shall immediately forward to the Fund every demand, notice, summons, or other process received by him or his representative. Failure by the insured to advise the Fund of a claim or suit prior to a settlement or agreement or the insured otherwise obligating itself, shall void coverage by the Fund for that claim.
- (c) The insured shall cooperate with the Fund and, upon the Fund's request, assist in making settlements in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which coverage is afforded under this contract and the insured shall upon request, make available all agency records pertaining to a specific claim, shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation, or incur any expenses other than for first aid to others at the time of accident.

3. Limits of Liability

The limits of liability expressed as applicable to "each person" is the limit of the Fund's liability for all damages including damages for care and loss of services, arising out of bodily injury and property damage sustained by one person as a result of any one occurrence; but the total liability of the Fund for all damages sustained by two or more persons as a result of any one occurrence shall not exceed the limit of liability as applicable to "each occurrence".

4. Insurance

If there is insurance applicable to any claim, the coverage extended by this certificate shall not apply, except as excess insurance over any and all other available coverage.

II. PERSONAL INJURY PROTECTION

A. Coverage

The Fund will pay to:

- (a) any insured injured while occupying an owned vehicle, or
- (b) any other person injured while occupying the owned motor vehicle or while a pedestrian through being struck by the owned motor vehicle, in accordance with the Florida Motor Vehicle No-Fault Law, the following benefits:
 - (1) eighty percent (80%) of all reasonable and necessary medical expenses, and
 - (2) sixty percent (60%) of all loss of gross income and loss of earning capacity per individual from inability to work proximately caused by the injury sustained by the injured person, plus all expenses reasonably incurred in obtaining from others ordinary and necessary services in lieu of those that, but for the injury, the injured person would have performed without income for the benefit of his household, and
 - (3) funeral, burial or cremation expenses in an amount not to exceed \$5,000.00 per individual, incurred as a result of bodily injury caused by an accident arising out of the ownership, maintenance or use of an owned motor vehicle.

B. Exclusions

This insurance does not apply:

- (a) to an insured while occupying a motor vehicle of which the named insured is not the owner and which is not an owned motor vehicle under this coverage;
- (b) to any person while operating the owned motor vehicle without the express or implied consent of the authorized person employed by the named insured;
- (c) to any person, if such person's conduct contributed to his bodily injury under any of the following circumstances:
 - (1) causing bodily injury to himself or herself intentionally; or
 - (2) while committing a felony;
- (d) to the extent that benefits are paid or payable under any workers' compensation law or Medicaid program;
- (e) to any pedestrian, other than an insured, not a legal resident of the State of Florida;
- (f) to any person, including an insured, if such person is the owner of a motor vehicle with respect to which security is required under Florida's Motor Vehicle No-Fault Law;
- (g) to any person, including an insured, who is entitled to personal injury protection benefits from the owner of a motor vehicle which is not an owned motor vehicle under this endorsement or from the owner's insured;
- (h) to any person who sustained bodily injury while occupying a motor vehicle located for use as a resident or premises;
- (i) to any person who is incarcerated by the State, a ward of the State, or whose medical needs are otherwise provided for by the State of Florida or other governmental entity.

C. Limits of Liability: Other Insurance

Regardless of the number of persons insured, policies or bonds applicable, vehicles involved, or claims made, the total aggregated limit of personal injury protection benefits available under the Florida Motor Vehicle No-Fault Law from all sources combined, including this coverage, for all loss and expense incurred by or on behalf of any person who sustained bodily injury as the result of any one accident shall be \$10,000.00, provided that payment for funeral, cremation or burial expenses included in the foregoing shall in no event exceed \$2,500.00. Any statutory changes in the amount of these benefits will automatically supersede the amount stated in this Certificate of Coverage.

If benefits have been received under the Florida Motor Vehicle No-Fault Law from any insurer for the same item of loss and expense for which benefits are available under this coverage, the Fund shall not be liable to make duplicate payments to or for the benefit of the injured person.

D. Definitions

The following definitions shall apply to Personal Injury Protection coverages provided herein:

- (a) Bodily Injury - Bodily Injury, sickness or disease, including death at any time resulting therefrom;
- (b) Medical Expenses - Expenses for necessary medical, surgical, x-ray, dental, ambulance, hospital, professional nursing and rehabilitative services recognized and permitted under the law of the State of Florida and for an injured person who relies upon spiritual means through prayer along with healing in accordance with his religious beliefs;
- (c) Named Insured - The department or agency named herein;
- (d) Insured - Includes authorized individuals in the course and scope of their employment for the department or agency named herein;
- (e) Motor Vehicle - Any self-propelled vehicle with four or more wheels which is of a type both designed and required to be licensed for use on the highways of this State and any trailer or semi-trailer designed for use with such vehicle and includes:
 - (1) a "private passenger motor vehicle" which is any motor vehicle which is a sedan, station wagon, jeep-type vehicle not used at any time as a public or delivery conveyance for passengers and, if not used primarily for occupational, professional, or business purposes, a motor vehicle of the pickup, panel, van, camper, or motor home type.
 - (2) a "commercial motor vehicle" which is any motor vehicle which is not a private passenger motor vehicle. The term "motor vehicle", however, does not include a mobile home or any motor vehicle owned by a municipality, a transit or public school transportation authority, or by a political subdivision of the State which is used in mass transit or public school transportation and designed to transport more than five passengers exclusive of the operator of a motor vehicle.
- (f) Occupying - In or upon or entering into or alighting from;
- (g) Owned Motor Vehicles - A motor vehicle of which the named insured is the owner and with respect to which:
 - (1) the bodily injury liability insurance of the policy applies;
 - (2) security is required to be maintained under the Florida Motor Vehicle No-Fault Law.
- (h) Pedestrian - Person while not an occupant of any self-propelled vehicle;
- (i) Owner - A person or organization who holds the legal title to a motor vehicle, including:
 - (1) a debtor having the right to possession, in the event a motor vehicle is the subject of a security agreement, and
 - (2) a lessee having the right to possession, in the event a motor vehicle is the subject of a lease with option to purchase and such agreement is for a period of six months or more, and
 - (3) a lessee having the right to possession, in the event a motor vehicle is the subject of a lease without option to purchase, and such lease agreement is for a period of six months or more, and the lease agreement provides that the lessee shall be responsible for securing the insurance.

E. Policy Period: Territory

The insurance under this section applies only to accidents which occur during the certificate period:

- (a) In the State of Florida, and
- (b) as respect the insured while occupying the insured motor vehicle outside the State of Florida, but within the United States of America, its territories or possessions or Canada.

F. Conditions

(a) Notice

In the event of an accident, written notice of the loss must be given to the Fund or any of its authorized agents as soon as practicable.

(b) Proof of Claim; Medical Reports and Examinations; Payment of Claim Withheld.

As soon as practicable, the person making claim shall give to the Fund written proof of claim, under oath if required, which may include full particulars of the nature and extent of the injuries and treatment received and contemplated, and such other information as may assist the Fund in determining the amount due and payable. Such person shall submit to mental and physical examinations at the Fund's expense when and as often as the Fund may reasonable require and a copy of the medical report shall be forwarded to such person if requested. If the person unreasonably refuses to submit to an examination, the Fund will not be liable for subsequent personal injury protection benefits.

III. GENERAL COVERAGE CONDITIONS

A. Audit

The Fund shall be permitted to examine and audit the insured's books and records at any time during the term of this certificate and any extension thereof and within three years after the final termination of this certificate, as far as they relate to the premium bases or the subject matter of the certificate.

B. Action against the Fund

No action shall lie against the Fund unless, as a condition precedent thereto, the insured has fully complied with all of the terms of this certificate and the provisions of Section 768.28, Florida Statutes.

C. Severability of Interests

The term "the insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limits of the Fund's liability.

D. Two or More Automobiles

The terms of this certificate apply separately to each automobile insured hereunder, but a motor vehicle and a trailer or trailers attached thereto shall be held to be one automobile as respects to limits of liability.

E. Term of Coverage

This certificate is issued for the purpose of confirming coverage as contemplated by Chapter 284, Part II, provisions or coverages in this certificate and the provisions of any Florida Statutes or laws including, but not limited to the aforesaid, the statutes and laws shall control.

F. Cancellation

Failure of the Fund to receive the amount of premiums billed to the insured agency within the time frames allowed by law may result in cancellation of the certificate of coverage. Payments must be made promptly from the insured's operating budget upon receipt of the premium bill as specified in Section 284.36, Florida Statutes, and lack of prompt payment will result in a request from the Fund to the Comptroller to transfer premiums from any available funds of the delinquent agency under the provisions of Section 284.44(7), Florida Statutes.

G. Self-Insurance Coverage

Coverage for defending and paying claims under this certificate is provided under the authority of Chapter 284, Florida Statutes, wherein the state is authorized to administer a self-insurance program. Provision of this certificate does not constitute the issuance of insurance other than on a self-insurance basis, and payment of any covered claim obligations is contingent upon availability of legislative funding.