

Date _____

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	200-	200-
Grant Expenditures					
Operating Costs					
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT					
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included In Current Budget? Yes ☒ No ☐
 Budget Account No.: Fund _____ Dep't. _____ Unit _____ Object _____
 Program _____ Reporting Category _____

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

C. Departmental Fiscal Review: John Murphy
 John Murphy, Finance Manager

III. REVIEW COMMENTS

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

There will be no additional cost or revenue generated from this agreement.
 These services are currently being provided by Palm Tran's certified testers.

John Out 10/30/07
 OFMB 82 VO
 10/29/07 10/26

Don J. Jacobson 10/31/07
 Contract Dev. and Control
 10/31/07
 This Contract complies with our
 contract review requirements.

B. Legal Sufficiency:

[Signature] 11/1/07
 Assistant County Attorney

C. Other Department Review:

 Department Director

Test Site Number BJ4 for Third Party Administrator:

Palm Tran, Inc.
Name of Organization

TPA ID # BJ4 Contract Date _____ ☐ Private ☐ Government

Site Address:

3201 Electronics Way
Mailing Address Street or P.O. Box
West Palm Beach, FL 33407 Palm Beach
City Zip Code County

Location Address if different from mailing address

City Zip Code County

Telephone Number (561) 841-4200 Fax Number (561) 841-4291

Designated Agents for Test Site Communications and Compliance

For the Third Party Administrator
Ina Hall, Assistant Operations Manager
Print name and title

For the Department of Highway Safety and Motor Vehicles
_____, Monitor for Zone _____
Print name

Approved Testing Activities at Site:

CDL Tests

☐ CDL Skills, Class A ☒ CDL Skills, Class B and C

Site Status:

Date approved: _____ by DHSMV Compliance Officer: _____

Date closed: _____

Attachment 1
Page 1 of 25

Contract Summary
Third Party Administrators for Florida Commercial Driver License Testing

In accordance with Section 322.56, Florida Statutes, the Department of Highway Safety and Motor Vehicles authorizes the Third Party Administrator named below to conduct driver license tests as described in this agreement.

Third Party Administrator:

Palm Tran. Inc.
Name of Organization

TPA ID # BJ4 Effective Date _____ ☐ Private ☒ Government

Ina Hall, Assistant Operations Manager
Responsible Business or Agency Official (print name and title)

Florida Business or Agency Address:

3201 Electronics Way
Mailing Address Street or P.O. Box
West Palm Beach, Florida 33407
City Zip Code

Location Address if different from mailing address

City Zip Code

Authorizations for Testing:

CDL Tests

☐ CDL Skills, Class A ☒ CDL Skills, Class B and C

CDL Applicants

☒ Employees of the Third Party Administrator ☐ All Applicants

Test Sites

City	<u>West Palm Beach, Florida</u>	Site #	<u>1</u>
City	_____	Site #	_____
City	_____	Site #	_____
City	_____	Site #	_____
City	_____	Site #	_____
City	_____	Site #	_____
City	_____	Site #	_____
City	_____	Site #	_____
City	_____	Site #	_____
City	_____	Site #	_____

AGREEMENT

between the

FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

and a

COMMERCIAL DRIVER LICENSE THIRD PARTY ADMINISTRATOR

THIS AGREEMENT is made effective this _____ day of _____, 20____,

BY AND BETWEEN the

FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

DIVISION OF DRIVER LICENSES

(hereinafter the Department)

AND

Palm Beach County

(hereinafter the Third Party Administrator)

This agreement authorizes the named Third Party Administrator to conduct driver license examinations on behalf of the Department.

NOW THEREFORE, the Department and the Third Party Administrator, in consideration of the duties and responsibilities set forth herein, mutually agree as follows:

I. DEFINITIONS

The following words and terms, when used in this document, shall have the following meanings:

A. DEPARTMENT: The Florida Department of Highway Safety and Motor Vehicles, Division of Driver Licenses.

B. THIRD PARTY ADMINISTRATOR: An entity of state government, a subdivision of state government, a public or private corporation, a firm, an organization, a school, or an entity

of local government certified by the Department as authorized to conduct an approved testing program for driver license applicants in accordance with the requirements described herein. A corporate or government entity defined as a Third Party Administrator must be authorized and accept responsibility for the performance of all its subdivisions conducting test activities under this agreement.

C. THIRD PARTY TESTER: An individual who is a payroll or contract employee of a Third Party Administrator and who is personally certified to conduct driver license tests in accordance with the terms of this agreement.

D. EMPLOYEE: A person who is employed by a Third Party Administrator and receives annually an Internal Revenue Service Form W-2, or an independent contractor who has a written contract with the Third Party Administrator and receives annually an Internal Revenue Service Form 1099.

E. APPLICANT: An individual who intends to apply for a Florida Commercial Driver License (Class A, B, or C) and who will therefore be required to pass the applicable CDL skills tests.

F. COMMERCIAL DRIVER LICENSE (CDL): In Florida's classified licensing system, a Class A, Class B, or Class C driver license as required to drive commercial motor vehicles in accordance with Chapter 322.54, Florida Statutes.

G. PROGRAM: The third party testing program, comprised of the organizations, activities, and administrative functions that provide for approved driver license testing by parties other than the Department under the terms of this agreement.

H. CERTIFICATE: A document issued to a Third Party Administrator verifying that the administrator is authorized to conduct an approved testing program on behalf of the Department.

I. THIRD PARTY ADMINISTRATOR IDENTIFICATION NUMBER (TPA ID): An assigned number that shall identify the Third Party Administrator where applicable in program documents and information systems.

J. TEST SITE: Any of the physical locations at which the Third Party Administrator is authorized to conduct driver license testing, as designated in an Appendix to this agreement.

K. TEST SITE NUMBER: A number assigned to each physical address of each test site at which the Third Party Administrator is authorized to conduct driver license tests.

L. CDL SKILLS TEST: The practical demonstrations of ability required to obtain a CDL, normally including a pre-trip inspection, prescribed basic control maneuvers, and an on-road test. Skills tests for Class C CDLs and certain other circumstances may require only portions of the normal complete testing procedure.

M. COMMERCIAL MOTOR VEHICLE (CMV): For purposes of meeting equipment requirements specified in Section III.D. of this Agreement, a commercial motor vehicle is a motor vehicle or motor vehicle combination used on the streets or highways which has a gross vehicle weight rating of 26,001 pounds or more. CMVs used to meet requirements of this Agreement pertaining to unrestricted Class A CDLs must be truck tractor/semi-trailer combination vehicles as defined in Chapter 320.01, Florida Statutes.

II. THE DEPARTMENT AGREES TO**A. TESTING AUTHORITY:**

1. Permit the Third Party Administrator to conduct the following commercial driver licensing skills tests, pursuant to the terms of this agreement and applicable provisions of Chapter 322, Florida Statutes, subject to any limitations noted in Section II.A.2:

Skills (Pre-trip, Basic, Road) Tests for Class A

☐ Yes ☒ No

Skills (Pre-trip, Basic, Road) Tests for Class B and C

☒ Yes ☐ No

2. Permit the Third Party Administrator to conduct commercial driver licensing skills tests for the following applicants:

CDL applicants employed by the Third Party Administrator as commercial vehicle drivers

☒ Yes ☐ No

All CDL Applicants

☐ Yes ☒ No

3. Permit the Third Party Administrator, meeting the criteria specified in Section III.N of this Agreement, to conduct training that is recognized by the Department as meeting applicable requirements for certification of CDL Third Party Testers:

Skills (Pre-trip, Basic, Road) Tests for Class A

☐ Yes ☒ No

Skills (Pre-trip, Basic, Road) Tests for Class B and C

☐ Yes ☒ No

B. TEST CONTENT AND PROCEDURES: Provide Department test items, necessary forms and test procedures for use by the Third Party Administrator.

C. TECHNICAL ASSISTANCE: Provide consultation to the Third Party Administrator regarding laws, rules, and procedures for conduct of the program established under this agreement.

D. ADMINISTRATION AND ENFORCEMENT: Administer and enforce the provisions of the driver license third party testing program.

III. THE THIRD PARTY ADMINISTRATOR AGREES TO

A. LEGAL COMPLIANCE: Comply with Section 322.56, Florida Statutes, with all other applicable statutes, with administrative rules of the State of Florida and the Department, and with all applicable local ordinances.

B. PLACE OF BUSINESS: Continuously maintain a place of business at each test site that includes a permanent, regularly occupied building located within the State of Florida and which meets all applicable safety and legal requirements of the federal, state, and local governments.

C. MAILING ADDRESS: Maintain a permanent mailing address and provide this address to the Department.

D. FACILITIES AND EQUIPMENT: Maintain facilities and equipment approved by the Department as follows:

1. For Third Party Administrators not originally certified prior to September 1, 2002, ownership or lease of at least five commercial vehicles. CMVs used to meet requirements of this Agreement pertaining to unrestricted Class A CDLs must be truck tractor/semi-trailer combination vehicles as defined in Chapter 320.01, Florida Statutes.
2. A paved off-street area permanently marked and meeting all applicable dimensions and specifications for the CDL basic skills test, as provided in the most current version of the AAMVA model CDL Examiner's Manual.
3. An approved road test route and one or more alternate routes.

- E. VEHICLES:** Ensure all vehicles used for testing, whether furnished by the Third Party Administrator or by the applicant, meet applicable federal and state requirements for safe operating condition.
- F. DESIGNATED RESPONSIBILITIES:** Designate an individual representative with general responsibility for the Third Party Administrator's compliance with this agreement, and an individual representative with specific responsibility for operations at each of the Third Party Administrator's respective test sites. Nothing in this agreement precludes designating the same individual to be responsible for both general compliance and for operations at a given test site.
- G. TRAINING:** Participate in training as may be required by the Department.
- H. THIRD PARTY TESTERS:** Employ at least one Third Party Tester holding a valid certificate issued by the Department for the type(s) of test(s) being conducted, and permit only those employees who maintain current valid certificate(s) to conduct tests under this Agreement.
- I. THIRD PARTY TESTER RECORDS:** Maintain a record of each Third Party Tester in the employ of the Third Party Administrator. Each record shall contain documentation of the Third Party Tester's valid certification by the Department, status as a payroll employee, Department or other official state driver record current within the past six months, home address, and telephone number. Each record shall be maintained for at least three years after the Third Party Tester leaves the employ of the Third Party Administrator.
- J. SKILLS TEST CONDUCT:** Ensure that skills tests are conducted strictly in accordance with the specifications and procedures prescribed by the Department, applicable provisions of the Florida Administrative Code, and the current version of the AAMVA Model CDL Examiners Manual. Tests must be conducted in a vehicle of the class and type for which the applicant seeks licensure and in which the Third Party Tester is certified to test. Tests must be conducted during a time of day beginning no more than 30 minutes before sunrise and ending no more than 30 minutes after sunset.

K. APPLICANT RECORDS MAINTENANCE: Maintain, on forms provided by the Department, at the approved third party testing location, for a minimum of three years, all records of each applicant for whom the Third Party Administrator conducts any portion of the CDL skills test, whether the applicant passes or fails the test.

L. PROOF OF RESULTS: Ensure that certified Third Party Testers employed by the TPA accurately record the results of all tests they personally conduct in a timely manner, whether the applicant passes or fails, in the Department's Driver License Third Party Paperless Waiver System (PWS).

M. SECURITY OF PROGRAM MATERIALS: Maintain strict security and accountability for confidential test materials issued by the Department.

N. TESTER TRAINING: If authorized under this contract to train individuals for certification as CDL Third Party Testers, meet the following conditions:

1. Be a public educational institution under the governance of a Florida county school board, the State University System, the Community College System, or the Florida Department of Education.
2. Conduct one or both of the following Department-approved curricula for CDL Third Party Testers.
 - a. For Class A, B, and C CDL skills testing, the 50-hour CDL Tester Training curriculum
 - b. For Class B and C (School Bus) CDL skills testing, the 50-hour School Bus CDL Tester Training curriculum
3. Own or lease at least one CMV representing each CDL class and endorsement for which tester training is provided, except that a representative Class B vehicle may be additionally used for training applicable to Class C CDL testing.

4. Have available computers and Internet access sufficient to train CDL testers on use of the Department's Driver License Third Party Paperless Waiver System
5. Employ for purposes of this training one or more instructors meeting the following criteria:
 - a. A minimum of two years experience as a certified CDL Third Party Tester
 - b. Professional (permanent) certification from the Florida Department of Education in a related field or five years experience as a CMV instructor
 - c. Completion of an approval process prescribed by the Department, to include observation by a Department representative (Compliance Officer) of the candidate's instructional abilities in the classroom, on the range, and on the road and co-scoring by Department Compliance Officers of CDL testers trained by the candidate
6. Provide documentation of CDL testers' successful completion of training as prescribed by the Department.

O. ACCOMMODATING APPLICANTS WITH SPECIAL NEEDS: Maintain the capability to accommodate applicants needing special services in accordance with requirements of the Florida Americans With Disabilities Accessibility Implementation Act, Sections 553.501 - 553.513, Florida Statutes, and the current Florida Disability Code for Building Construction, providing requirements for persons with disabilities and with the requirements of Public Law 101-336, enacted July 26, 1990, effective January 26, 1992, Section 28 CFR Part 35 and Appendix to Section 36 CFR Part 1191, 42 USCS s.12101 et seq., known as the "Americans with Disabilities Act of 1990."

P. COMPLIANCE MONITORING SUPPORT:

1. Allow the Department or its representatives to conduct any and all monitoring activities required by Section 322.56, Florida Statutes.

2. Provide unscheduled access to the approved third party testing site(s), vehicles used for testing, Third Party Tester and applicant records as specified in this agreement for inspection by representatives of the Department and the Federal Motor Carrier Safety Administration.
3. Provide representatives of the Department and the Federal Motor Carrier Safety Administration with copies of all records required to be maintained under this Agreement, on request.
4. Allow representatives of the Department and the Federal Motor Carrier Safety Administration to observe any applicant's testing, including those portions occurring inside vehicles.
5. Refund or waive any test fees charged to Department operatives who may pose as applicants for purposes of monitoring compliance with this agreement.

Q. CERTIFICATES: Prominently display the authorized Third Party Administrator Certificate in its approved third party testing site(s).

R. MISCELLANEOUS NOTIFICATIONS:

1. Notify the Department in writing thirty days prior to any change in the Third Party Administrator's business or agency name, ownership, or address.
2. Notify the Department in writing within ten calendar days of changes in the individual(s) designated to represent the Third Party Administrator under Section XV and in the Appendix to this agreement.
3. Notify the Department in writing within ten calendar days of changes in Third Party Testers employed by the Third Party Administrator.
4. Notify the Department whenever the Third Party Administrator ceases business operations at an approved third party testing site.

5. Notify the Department within five calendar days of actions by any employees of the Third Party Administrator that are known to violate the terms of this agreement.

S. INDEMNIFICATION: The provisions of this Section apply to all Third Party Administrators that are not entities of state or local government or local school districts.

Indemnify and hold harmless the State of Florida, the Florida Department of Highway Safety and Motor Vehicles, and all of their officers, employees, and agents from and against any and all claims, losses, damages, costs and other proceedings made, sustained, brought or prosecuted in any manner based upon, occasioned by or attributable to any injury, infringement or damage arising from any act or omission of the Third Party Administrator or the Third Party Administrator's agents, Third Party Testers or other employees in the performance of this agreement.

T. FEES TO GOVERNMENT AGENCIES: Agencies of federal, state or local government or local school districts exempt from performance bonding under Section XL.F. of this Agreement may charge fees for testing services only if such fees are paid directly to the agency named in the Agreement and a receipt issued to the applicant by that agency. A copy of the receipt shall be filed with the applicant's test record. Nothing in this section further limits the means by which agencies may compensate their employed Third Party Testers.

IV. COMPLIANCE AND ENFORCEMENT

Penalties for specific forms of non-compliance with this agreement are defined and applied as follows:

A. ADMINISTRATIVE NON-COMPLIANCE: Failure to meet requirements for reporting, notifications, record keeping, and similar acts that do not compromise testing integrity or public safety.

First Occurrence	Written reprimand
Repeated Occurrence	Thirty (30) day suspension of testing authority at applicable test site(s)

B. MINOR DISCREPANCY IN TEST PROCEDURE: Failure to properly administer a required portion of an otherwise complete test procedure, such as omission of a required maneuver.

First Occurrence	Ten (10) day suspension of testing authority at applicable test site(s)
Repeated Occurrence	Termination of testing authority at applicable test site(s)

C. MAJOR DISCREPANCY IN TEST PROCEDURE: Failure to include all required parts of a test procedure, such as omission of the pre-trip inspection, failure to use an approved test route, use of unsafe vehicles for testing applicants, or other action determined to significantly compromise the integrity of the testing process or public safety.

First Occurrence	Forty-five (45) day suspension of testing authority at applicable test site(s)
Repeated Occurrence	Termination of testing authority at applicable test site(s)

D. FRAUD: Abuse of authorities granted under this agreement to gain profit through issuance of test waiver forms to applicants who have not passed substantially complete tests.

First Occurrence	Termination of this agreement
------------------	-------------------------------

The Department will have sole discretion to determine the occurrence and the level of the violations defined above, and to apply associated penalties. Nothing in this section limits application of provisions for termination or cancellation of this agreement under Section V of this agreement where deemed appropriate.

V. TERM OF CONTRACT

This agreement shall remain in effect until made inactive, made subject to renewal, suspended, terminated, or canceled in accordance with the following provisions:

- A. INACTIVE STATUS:** The Third Party Administrator's testing authority will be deemed inactive upon the request of the Third Party Administrator, upon failure to have at least one certified Third Party Tester under employment as specified in Section III.H, or upon failure to have administered any tests under this agreement within the previous twelve months. The Department will provide written notification of inactive status and suspend access to the Driver License Third Party Paperless Waiver System. Testing authority under contracts deemed inactive may be restored upon request of the Third Party Administrator and verification by the Department that all requirements for compliance with this agreement have been reestablished.
- B. RENEWAL:** Agreements with Third Party Administrators other than government agencies will be subject to renewal upon significant changes in the identity of the contracted organization, including changes in the business name, in ownership, or in the business or agency official accepting responsibility for compliance as a signatory to the original agreement, but not including changes in public officials assuming responsibilities of their predecessors in office. Procedures and requirements for contract renewal will be the same as for original contracts.
- C. SUSPENSION:** Testing authority at one or more test sites of the Third Party Administrators may be suspended in accordance with Sections IV.A, IV.B, or IV.C, Compliance and Enforcement, of this agreement. The Department will provide written notification of suspension and cancel capability to issue waivers through the Driver License Third Party Paperless Waiver System for the duration of the suspension.
- D. CANCELLATION:** Either party to this agreement may cancel this agreement for any reason by providing sixty days written notice of cancellation to the other party.

E. TERMINATION: The Department reserves the right to terminate this agreement immediately upon determining that continued performance by the Third Party Administrator, or Third Party Tester employed by the Third Party Administrator, would endanger the public health, safety, or welfare. Additionally, the Department may terminate testing authority at one or more test sites in accordance with Sections IV.B or IV.C, Compliance and Enforcement, of this agreement. The Department may terminate this agreement immediately or take other appropriate action at the discretion of the Department upon determining that the Third Party Administrator, or Third Party Tester employed by the Third Party Administrator, has done one or more of the following:

1. Has failed to comply with or satisfy any of the provisions of this agreement.
2. Has falsified any record or information required under this agreement.
3. Has been criminally arrested for or committed an act that, in the opinion of the Department, compromises the integrity of the Program.
4. Has failed to file a certificate of insurance or self-insurance or has failed to maintain required insurance coverage.
5. Has refused to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Third Party Administrator in conjunction with this agreement.

VI. APPLICABILITY OF CHAPTER 120, FLORIDA STATUTES

Provisions of the Administrative Procedures Act, Chapter 120, Florida Statutes, will govern actions of the Department to suspend or terminate testing authority or terminate this agreement under Sections IV and V of this agreement. For purposes of timely action in accordance with Chapter 120.60, Florida Statutes, an application for certification as a driver license third party

administrator or third party tester includes all completed forms, fees, and supporting documents required for contract approval and will be considered to have been submitted on the date all such items are received by the Department's Compliance Officer.

VII. APPLICANTS ELIGIBLE FOR THIRD PARTY TESTING

Persons subject to suspension upon failing an examination and/or persons directed to appear for Department reexamination are not eligible for third party testing under this agreement.

VIII. CHARGES AND NOTIFICATIONS TO APPLICANTS

A. POSTING OF FEES: Any fee charged to applicants for tests conducted under this agreement must be prominently posted at the Third Party Administrator's approved third party test site(s). Any fee for tests conducted under this agreement must be uniformly charged to all applicants. Acceptance of gratuities or other forms of payment in addition to the posted fee is prohibited.

B. ADDITIONAL INFORMATION TO BE POSTED: The following information must be prominently posted at the approved third party testing location or otherwise made known to applicants prior to incurring charges:

1. Payment of any fees to the Third Party Administrator will not affect fees payable by the applicant to the Department for issuance of a driver license.
2. The Department may retest any applicant presenting a Third Party Administrator's waiver form in the process of obtaining a driver license without regard to results indicated on that form.
3. The Third Party Administrator does not issue driver licenses and cannot guarantee issuance of a driver license nor in any way influence the Department in issuance of a driver license.

IX. PROFESSIONAL CONDUCT

A. PROHIBITED HIRING PRACTICES: The Third Party Administrator agrees not to engage the services of any current employee of the Division of Driver Licenses, or of a county tax collector serving as a licensing agent of the Department, as a Third Party Tester, agent or employee.

B. APPLICANT ASSISTANCE: The Third Party Administrator agrees that no Third Party Tester, employee, or agent of the Third Party Administrator will be permitted to assist any driver license applicant in a manner that provides unfair advantage in passing the tests covered under this agreement. The Third Party Administrator agrees that no translator or other intermediary will be permitted to interpret portions of the test that are scored on the basis of an applicant's verbal or written responses. Nothing in this agreement prohibits a tester from presenting test questions and receiving answers from applicants in any language without the aid of a translator, or from using translators to communicate on matters not requiring scored responses.

C. SOLICITATION: The Third Party Administrator agrees that no Third Party Tester, employee, or agent of the Third Party Administrator will solicit any individual on premises rented, leased, or owned by the Department or any of its agents to be an applicant in any third party testing program.

D. PROHIBITION ON TESTING FAMILY AND FRIENDS: The Third Party Administrator agrees that no Third Party Tester employee will be permitted to conduct tests under this agreement for members of the tester's family or friends. The Department will have sole discretion to determine whether testing a specific applicant would violate this section. Upon request by the Third Party Administrator or Third Party Tester, the Department will provide an advance determination.

X. ADVERTISING

A. GUARANTEES: The Third Party Administrator agrees that none of its advertising shall indicate in any way that the Third Party Administrator can issue or guarantee the issuance of a driver license or imply that the Third Party Administrator can in any way influence the

Department in the issuance of a driver license or imply that preferential or advantageous treatment from the Department can be obtained.

B. ENDORSEMENTS: The Third Party Administrator agrees to refrain from indicating that its program is approved, sanctioned, or in any other way endorsed by the Department, except to say that it is "certified."

C. BUSINESS NAME: The Third Party Administrator agrees not to use any name in its advertising besides the name on its application for certification, to use this name in all advertising, and not to use the word "state" in any part of its name.

D. DEPARTMENT REVIEW: The Third Party Administrator agrees to submit all advertising and promotional materials to the Department prior to release, whether in print or broadcast form, and to comply with changes as may be directed by the Department in accordance with Sections X.A. - C.

XI. INSURANCE FOR NON-GOVERNMENTAL ENTITIES

The provisions of this Section apply to all Third Party Administrators that are not entities of state or local government or local school districts.

A. COMMERCIAL AUTOMOBILE LIABILITY: The Third Party Administrator shall take out and maintain Commercial Automobile Liability insurance on all vehicles owned by the Third Party Administrator and used for testing applicants. This insurance shall include Hired and Non-owned Liability for all claims which may arise from all operations under this agreement or contract whether such operations are by the Third Party Administrator or the Third Party Administrator's agents, Third Party Testers, other employees, or applicants using the vehicle at the time of administering a test.

Minimum Limits of Liability:

\$1,000,000 Automobile Liability

Combined Single Limits to include

PIP/PDL/BIL

\$750,000 Hired & Non-owned Liability

B. OTHER VEHICLES: If the Third Party Administrator uses an applicant's vehicle for conducting the road test, it agrees to ensure that such applicant's vehicle is in compliance with the Motor Vehicle No-Fault Law, and has the required coverage of \$10,000 for Personal Injury Protection, in addition to \$10,000 Property Damage Liability coverage, prior to conducting the skills test.

C. COMMERCIAL GENERAL LIABILITY: The Third Party Administrator shall take out and maintain Commercial General Liability insurance including products and completed operations, for the entire length of this agreement. This insurance will provide coverage for all claims that may arise from the operations completed under this agreement, whether such operations are by the Third Party Administrator or the Third Party Administrator's agents, Third Party Testers, or other employees. Such insurance shall include a Hold Harmless Agreement in favor of the State of Florida, Department of Highway Safety and Motor Vehicles and must include the State of Florida as an Additional Named Insured for the entire length of the agreement.

Minimum Limits of Liability:

\$1,000,000 each occurrence

\$2,000,000 Aggregate

D. HOLD HARMLESS ENDORSEMENT: The Third Party Administrator shall indemnify and hold harmless the State of Florida, Department of Highway Safety and Motor Vehicles, and Department employees from and against all losses, claims, demands, payments, suits, actions, recoveries and judgements of every nature and description brought or recoverable against it or them by reason of any act or omission of the Third Party Administrator or the Third Party Administrator's agents, Third Party Testers, or other employees in the execution of the work or in consequence of any negligence or carelessness in guarding the same.

E. WORKERS' COMPENSATION: The Third Party Administrator shall take out and maintain during the life of this agreement, Workers' Compensation Insurance for all of its employees working in connection with this agreement.

Minimum Employers Liability Limits:	\$100,000 each accident
	\$500,000 policy limit
	\$100,000 each employee

F. PERFORMANCE BOND: The Third Party Administrator, if authorized to test applicants other than the TPA's own employees, shall secure and maintain during the life of this agreement, a Performance Bond guaranteeing that the terms and conditions of the contract specifications and the requirements associated with this contract will be fulfilled. A bond meeting this requirement must explicitly stipulate the following in the language of the bonding document or by reference to this section of the agreement:

1. The amount of the bond must be \$200,000.
2. The bond will obligate payment of valid claims to the Department.
3. Valid claims against the bond may apply to any terms or conditions of this agreement in the event that the Third Party Administrator's failure to comply with the terms and conditions of this agreement may be reasonably deemed to cause defined costs to the Department or to affected driver license applicants. Payable costs associated with the Third Party Administrator's failure to comply may include, but are not limited to, compensation of drivers required to be retested, Department administrative costs, and Department legal costs.
4. Liability for payment is not limited to circumstances in which employees or agents of the Third Party Administrator are criminally convicted for the actions deemed to violate the terms and conditions of this agreement, or to circumstances in which the Third Party Administrator knowingly conspired in such violations.

5. The bonding company must notify the Department's designated representative, as named in Section XV, in writing within 5 working days of any cancellation, failure of the Third Party Administrator to make due payment or other condition that causes discontinuation or reduction of the required coverage provided by the performance bond. Failure to maintain a performance bond that meets the requirements of the Department as set forth in this agreement will constitute failure to comply with this agreement.

6. Expiration or other termination of the bond does not relieve liability for payment of valid claims associated with the Third Party Administrator's failure to comply with this agreement during the period the bond was in effect.

7. A letter of credit (LOC) meeting all substantive requirements of this section may be submitted in lieu of a performance bond. The department will only accept LOCs issued by financial institutions organized under the laws of Florida.

G. ADDITIONAL REQUIREMENTS:

1. Pursuant to Chapter 624 and 626 F.S., all insurance shall be purchased and countersigned by a Florida Resident Insurance Agent.

2. For an application as Third Party Administrator to be considered and continuously maintained, the insurance coverages must be provided by an insurance company with a minimum Best's Rating of A or a Financial Performance Index of IX from the current Best's Key Rating Guide.

3. For an application as Third Party Administrator to be considered and continuously maintained, the insurance coverages must be provided by an insurance company with a minimum Best's Financial Size Category of IX (\$250,000,000) from the current Best's Key Rating Guide.

4. For an application as Third Party Administrator to be considered and continuously maintained, the insurance coverages must be provided by an insurance company having a

minimum of three (3) years experience in writing, underwriting and servicing Insurance in the State of Florida.

5. For an application as Third Party Administrator to be considered and continuously maintained, the insurance coverages must be provided by an insurance company holding a current Certificate of Authority issued by the Florida Department of Insurance. In addition, the insurance company providing coverage specifically for the surety bonds must have complied with the law and regulations of the U.S. Department of the Treasury and therefore must be included on the most current list of authorized companies.
6. For an application as Third Party Administrator to be considered and continuously maintained, a certificate of insurance shall be provided to the Department of Highway Safety & Motor Vehicles prior to selection for review or verification by the Department of Insurance.
7. Insurance coverage required under Section XI of this agreement shall include a loss payable clause in favor of the Department, naming the Department as a co-insured, as it is or may be a beneficiary of the insurance coverage.

XII. AMENDMENTS

- A. **NECESSARY AMENDMENTS:** The Third Party Administrator agrees to accept any amendment to any provision of this agreement, if the amendment is set forth in writing, is necessitated by a change in state or federal law and is requested by the Department. The Third Party Administrator shall execute such an amendment upon request.
- B. **OTHER AMENDMENTS:** Except as otherwise provided, this agreement may be amended only by the mutual consent of the parties which is expressed in writing and is signed by a duly authorized representative of each party. No verbal representation, interpretation, or commitment by the Third Party Administrator or the Third Party Administrator's agents, Third Party Testers, or other employees or by any officer, agent, representative, or employee of the Department, either before or after the execution of this agreement, shall affect or modify any of the provisions in the agreement, unless the representatives' interpretation, commitment, or representation is

expressly stated in a written amendment to this agreement, signed by a duly authorized representative of each party.

XIII. NON-ASSIGNABILITY

This agreement and the Third Party Administrator's certification are not assignable by the Third Party Administrator, including by subcontract, either in whole or in part.

XIV. WAIVERS AND UNENFORCEABILITY

A waiver by either party of any provision of this agreement shall not act as a waiver of any other provision of this agreement. If any provision of this agreement is for any reason declared invalid, illegal or unenforceable, that declaration shall not affect the remainder of the provisions of this agreement.

XV. COMMUNICATIONS

The Third Party Administrator and the Department designate the following to receive the written notices and communications that are desired or required under this agreement:

REPRESENTING THE
THIRD PARTY ADMINISTRATOR

REPRESENTING THE
DEPARTMENT

Name: Ina Hall

Name: F. J. KELLEY

Title: Assistant Operations Manager

Title: Compliance Officer

Address: 3201 Electronics Way

Address: 703 Waternew 101

City/State: West Palm Beach, Florida 33407

City/State: Palm Springs, FL 33461

Telephone: (561) 841-4213

Telephone: 601 9633160 (D)

Fax #: (561) 841-4291

Fax #: 601 3894807 (C)

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first written above.

ATTEST:

Sharon R. Bock, Clerk & Comptroller

**PALM BEACH COUNTY, FLORIDA, by its
BOARD OF COUNTY COMMISSIONERS**

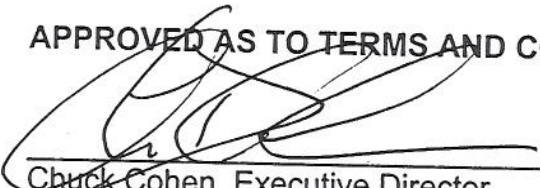
By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

APPROVED AS TO TERMS AND CONDITIONS

County Attorney



Chuck Cohen, Executive Director
Palm Tran

BY: Florida Department of Highway Safety and Motor Vehicles

NAME: _____

TITLE: Chief of Purchasing and Contracts

SIGNATURE: _____

APPROVED TEST SITES

UNDER TPA IDENTIFICATION NUMBER BJ4
FOR THE THIRD PARTY ADMINISTRATOR

Test Site Number BJ4 for Third Party Administrator:

Palm Tran, Inc.
Name of Organization

TPA ID # BJ4 Contract Date _____ ☐ Private ☐ Government

Site Address:

3201 Electronics Way
Mailing Address Street or P.O. Box
West Palm Beach, FL 33407 Palm Beach
City Zip Code County

Location Address if different from mailing address
City Zip Code County

Telephone Number (561) 841-4200 Fax Number (561) 841-4291

Designated Agents for Test Site Communications and Compliance

For the Third Party Administrator
Ina Hall, Assistant Operations Manager
Print name and title

For the Department of Highway Safety and Motor Vehicles

_____, Monitor for Zone _____
Print name

Approved Testing Activities at Site:

CDL Tests

☐ CDL Skills, Class A ☒ CDL Skills, Class B and C

Site Status:

Date approved: _____ by DHSMV Compliance Officer: _____

Date closed: _____