

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>\$45,105</u>	_____	_____	_____	_____
External Revenues	<u><\$45,105></u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	<u>0</u>	<u>0</u>	_____	_____	_____
NET FISCAL IMPACT	<u><u>0</u></u>	<u><u>0</u></u>	_____	_____	_____
 # ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included In Current Budget? Yes x No _____

Budget Account No.: Fund 1507 Dept. 762 Unit 7689 Object 8101

B. Recommended Sources of Funds/Summary of Fiscal Impact:
Department of Children and Families Grant (Fund 1507-762-7689)

C. Departmental Fiscal Review: *Aug 11/27/12*

III. REVIEW COMMENTS

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

OFMB *12/13/12*
cc

Contract Dev. and Control *12/20/12*
B. Keck

B. Legal Sufficiency:

Assistant County Attorney

C. Other Department Review:

Department Director

**AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS,
PALM BEACH COUNTY, FLORIDA AND THE UNIVERSITY OF SOUTH FLORIDA
BOARD OF TRUSTEES, A PUBLIC BODY CORPORATE IN TAMPA, FLORIDA**

THIS AGREEMENT is made the _____, 2012 by and between the Board of County Commissioners, Palm Beach County, a political subdivision of the State of Florida (herein referred to as the COUNTY), and The University of South Florida Board of Trustees, a public body corporate (herein referred to as the UNIVERSITY).

WITNESSETH

WHEREAS, the Palm Beach County Criminal Justice Commission in partnership with the Jerome Golden Center for Behavioral Health, Inc. through the use of grant funds from the Department of Children and Families, Criminal Justice Mental Health and Substance Abuse 2010 Reinvestment Grant is implementing key elements of its preliminary strategic plan to address criminal justice, mental health and substance abuse; and

WHEREAS, the Criminal Justice Commission has recommended the use of Department of Children and Families Grant funds to support the partnership by providing funds for the UNIVERSITY to evaluate the program; and

WHEREAS, the UNIVERSITY will provide technical assistance and evaluation for the Palm Beach County Mental Health and Substance Abuse Re-entry Program under the Department of Children and Families Memorandum of Understanding for the 2010 Reinvestment Act Grant; and;

WHEREAS, the COUNTY will reimburse the UNIVERSITY for expenses up to the amount of \$45,105 for the Department of Children and Families Grant through March 28, 2014; and

WHEREAS, the UNIVERSITY will provide tasks and deliverables as set forth in Exhibit A.

NOW THEREFORE, in consideration of the mutual promises contained herein, the COUNTY and the UNIVERSITY agree as follows:

SECTION 1. Purpose and Payment

- A. The Term of the Agreement is until March 28, 2014;

- B. The Agreement provides that the COUNTY will reimburse the UNIVERSITY for expenses up to the amount of \$45,105 for the Mental Health and Substance Abuse Re-entry Program under the Department of Children and Families Memorandum of Understanding for the 2010 Reinvestment Act Grant set forth in Exhibit A; and;
- C. The UNIVERSITY will provide reports as requested by the COUNTY. The data collected will be used to evaluate the progress toward the BJA grant requirements.

SECTION 2. REPRESENTATIVE/MONITORING POSITION

The COUNTY'S representative/contract monitor during the term of this Agreement shall be Michael L. Rodriguez, whose telephone number is (561) 355-4943. The UNIVERSITY'S representative/contract monitor during the term of this Agreement shall be, Reginald Robinson, whose telephone number is (813) 974-5292.

SECTION 3. EFFECTIVE DATE/TERMINATION

This Agreement shall take effect upon execution and shall continue in full force and effect up to and including March 28, 2014 unless otherwise terminated as provided herein.

SECTION 4. RESPONSIBILITIES AND DUTIES

The UNIVERSITY agrees to: provide services and sustain said services in accordance with the Scope of Work delineated in Exhibit A.

SECTION 5. PAYMENTS/INVOICING AND REIMBURSEMENT

The UNIVERSITY shall submit monthly programmatic reports and monthly financial invoices to the COUNTY which will include a reference to this Agreement, identify the project and identify the amount due and payable to the UNIVERSITY, as well as confirmation of the UNIVERSITY's expenditures for the Project. Upon receipt and approval of the UNIVERSITY's monthly programmatic and fiscal invoices, included as part of Exhibit A, the COUNTY will reimburse the UNIVERSITY the not-to-exceed amount in accordance with the budget (\$45,105). Invoices shall be itemized in sufficient detail for prepayment audit thereof. The UNIVERSITY shall supply any further documentation deemed necessary by the COUNTY. Invoices received from the UNIVERSITY will be reviewed and approved by the staff of the COUNTY'S Criminal Justice Commission, indicating that expenditure has been made in conformity with this Agreement and then will be sent to the COUNTY's Finance Department for final approval and payment. Invoices will normally be paid within thirty (30) days following approval.

SECTION 6. ACCESS AND AUDITS

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

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the UNIVERSITY, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

SECTION 7. BREACH/OPPORTUNITY TO CURE

The parties hereto expressly covenant and agree that in the event either party is in default of its obligations herein, the party not in default shall provide to the party in default thirty (30) days written notice to cure said default before exercising any of its rights as provided for in this Agreement.

SECTION 8. TERMINATION

This Agreement may be terminated by either party to this Agreement upon thirty (30) days written notice to the other party.

SECTION 9. ATTORNEY'S FEES

Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and/or conditions of this Agreement shall be borne by the respective parties; however, this clause pertains only to the parties to this Agreement.

SECTION 10. NOTICE AND CONTACT

All notices provided under or pursuant to this Agreement shall be in writing, delivered either by hand or first class, certified mail, return receipt requested, to the representatives identified below at the addresses set forth below:

For the COUNTY: Michael L. Rodriguez, Executive Director
Criminal Justice Commission
301 North Olive Avenue, Suite 1001
West Palm Beach, FL 33401

with a copy to: Pamela Eidelberg, Assistant County Attorney
301 North Olive Avenue, 6th Floor
West Palm Beach, FL 33401

If sent to the UNIVERSITY, notices shall be mailed to:
John Petril, J.D., LL.M.
Department of Mental Health Law & Policy
MHC 2738
University of South Florida
13301 Bruce B Downs Blvd
Tampa, Florida 33612

with a copy to: Rebecca Puig, Director
Division of Sponsored Research
University of South Florida
3650 Spectrum Blvd., Suite 160
Tampa, FL 33612-9446

SECTION 11. LIABILITY

The parties to this Agreement and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions, and negligence of the other party. Further, nothing herein shall be construed as a waiver of sovereign immunity by either party, pursuant to Section 768.28, Florida Statutes.

SECTION 12. REMEDIES

This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement 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 or 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.

SECTION 13. EQUAL OPPORTUNITY PROVISION

The COUNTY and the UNIVERSITY agree that no person shall, on the grounds of race, color, sex, age, national origin, disability, religion, ancestry, marital status, familial status, sexual orientation or gender identity or expression, be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.

SECTION 14. INSURANCE BY THE UNIVERSITY

Without waiving the right to sovereign immunity as provided by *s.768.28 F.S.*, the UNIVERSITY acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$200,000 Per Person and \$300,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the Legislature.

The UNIVERSITY agrees to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Florida Statute 440.

When requested, the UNIVERSITY shall provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which the COUNTY agrees to recognize as acceptable for the above mentioned coverages. Compliance with the foregoing requirements shall not relieve the UNIVERSITY of its liability and obligations under this Agreement.

SECTION 15. SUBCONTRACTORS

In the event the University utilizes subcontractors to provide services pursuant to this agreement, such subcontractors shall be subject to the conditions of this agreement. The County reserves the right to accept or to reject the selection of a subcontractor and to inspect the facilities of any subcontractor to determine the capability of the subcontractor to perform properly under this contract.

SECTION 16. NOTICES

The UNIVERSITY, and its subcontractors, shall include information in all public announcements, presentations, advertisements, special events and printed materials relating to the Justice, Mental Health Collaboration Project and its activities thereafter, that the funding has been provided by the Palm Beach County Criminal Justice Commission and the Palm Beach County Board of County Commissioners; failing to adhere to the notice requirement will result in forfeiting reimbursement as it relates to the event.

SECTION 17. REGULATIONS; LICENSING REQUIREMENTS

The UNIVERSITY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. The UNIVERSITY is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

SECTION 18. UNIVERSITY'S PROGRAMMATIC REQUIREMENTS

The UNIVERSITY agrees to specific programmatic requirements, including but not limited to, the following:

- A.** Maintain books, records, documents, and other evidence which sufficiently and properly reflects all costs of any nature expended in the performance of this Agreement, in accordance with generally accepted accounting principles.
- B.** Maintain records in accordance with the Public Records Law, Chapter 119, Florida Statutes.
- C.** No private or confidential data collected, maintained or used during the course of the contract period shall be disseminated except as authorized by statute during the contract period or thereafter.
- D.** To allow COUNTY through the CRIMINAL JUSTICE COMMISSION to both fiscally and programmatically monitor UNIVERSITY to assure that its fiscal and programmatic goals and conduct as outlined in the Scope of Work, Exhibit A, are adhered to. Resources permitted, all contracted programs/services will be reviewed at least yearly and possibly twice-yearly. Programmatic monitoring includes announced and unannounced site visits. Outcomes will be reviewed on a quarterly basis. The CRIMINAL JUSTICE COMMISSION staff will utilize and review other funding agencies' licensing or accreditation monitoring results. Services will be monitored against administrative and programmatic standards designed to measure program efficiency and effectiveness. The UNIVERSITY shall maintain business and accounting records detailing the performance of the contract. Authorized representatives or agents of the COUNTY and/or the CRIMINAL JUSTICE COMMISSION shall have access to records upon reasonable notice for purposes of review, analysis, inspection and audit.
- E.** Reimburse funds to COUNTY that are deemed by the COUNTY in its sole discretion to be misused or misspent.

SECTION 19. CAPTIONS

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

SECTION 20. AVAILABILITY OF FUNDS

The COUNTY'S performance and obligation to pay under this Agreement for subsequent fiscal years is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

SECTION 21. MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the UNIVERSITY of the COUNTY'S notification of a contemplated change, the UNIVERSITY 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 UNIVERSITY'S ability to meet the completion dates or schedules of this Agreement.

SECTION 22. SEVERABILITY

In the event that any section, paragraph, sentence, clause, or provision herein shall be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

SECTION 23. ENTIRETY OF AGREEMENT

The parties agree that this Agreement sets forth the entire agreement between the parties, and there are no promises or understandings other than those stated herein.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

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

ATTEST:

PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS

Sharon R. Bock, Clerk and Comptroller

By: _____
Deputy Clerk

By: _____
~~Shelley Vana, Chair~~
Steven L. Abrams, Chairman

THE UNIVERSITY OF SOUTH FLORIDA
BOARD OF TRUSTEES, A PUBLIC BODY
CORPORATE

By: Keith Anderson
Rebecca Puig, Director
Division of Sponsored Research
University of South Florida

Keith Anderson, CRA
Associate Director, Division of Sponsored Research

Approved as to Form and
Legal Sufficiency
Henry W. Lavandera
Attorney USF

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: [Signature]
County Attorney

By: [Signature]
Michael L. Rodriguez, Executive Director
Criminal Justice Commission

Exhibit A

Scope of Work pertaining to the Agreement between the University of South Florida and the Board of County Commissioners of Palm Beach County

SCOPE OF WORK

The Criminal Justice Mental Health Substance Abuse Technical Assistance Center, Florida Mental Health Institute of the University of South Florida (CJMHSATAC, FMHI, USF) will provide services for evaluation of the Palm Beach County Criminal Justice Mental Health Substance Abuse Reinvestment Grant supportive housing program. This project will address implementation of Palm Beach County's Criminal Justice, Mental Health and Substance Abuse Strategic Plan (2009), Intercept 4 and 5 (Re-entry and Community Supports), Strategy 14. Strategy 14 proposes to expand transitional and permanent housing so that homelessness is decreased and increased stability in the community occurs. This project seeks to provide for six supportive housing placements for homeless dual-diagnosed persons transitioning from the County Jail. Specifically, the scope of work for the evaluation is needed to provide the Palm Beach County Project analysis of the supportive housing case management and other services provided by the Jerome Golden Center for Behavioral Health and other partners.

Approach

This project proposes to provide a safe, stable living environment for individuals with mental illness and/or substance abuse disorders who have been recently released from jail with an emphasis on those who are custodial parents. The project will also provide linkages to mental health and/or substance abuse treatment and ancillary social services, such as benefits qualification, transportation, medical care, job training and placement and specialized support for pregnant women.

Purpose, Goals, and Objectives

Purpose: Further Palm Beach County's Strategic Plan by providing supportive housing placements.

Goal: Reduce re-entry into the criminal justice system by those with mental illness and/or substance abuse disorders.

Objective 1: Fund 6 supportive housing placements for homeless persons recently released from jail.

Objective 2: Provide substance abuse and/or mental health treatment to program participants

Objective 3: Provide benefits qualification and ancillary social services for program participants

Benchmark: Recidivism of 20% or less.

Benchmark: 75% of those individuals who are employable will be employed, seeking employment, or enrolled in an educational/vocational program.

Benchmark: 55% of those who are housed at least 60 days will have an increase in income linked to entitlements and or government benefits or through employment.

Benchmark: 75% of individuals who are housed at least 60 days will exhibit a reduction in utilization of deep-end/acute mental health/substance abuse/criminal justice facilities for 1 year.

Evaluation/Data Collection

The Jerome Golden Center for Behavioral Health will, in cooperation with the Criminal Justice Commission, develop an approved Logic Model to establish mechanisms for providing detailed data for the purposes of evaluation of the project.

The Jerome Golden Center for Behavioral Health will collect and provide the following data on a monthly basis for each project client that they serve:

Demographic Data

- Participant Name
- Release Date
- Time Served (In Months)
- Age
- Race
- Gender
- City Returning to
- Risk Level (LSI-r Score)
- Custodial parent (yes/no)

Performance Measurement Tool Requirements

- Program Exit Date
- Successful or Unsuccessful Exit
- Unsuccessful Exit Reason
- Number that Obtained Employment
- Number that kept employment 6 months
- Number that have Child Support required
- Number that paid Child Support
- Number that have benefits reinstated or established
- Number that have been re-arrested within 6 months to 3 years

Tasks and Deliverables: Under the terms of this scope of work the CJMHSA-TAC, FMHI, USF will perform the following tasks and provide the following deliverables:

Tasks:	Deliverables:
<ol style="list-style-type: none"> 1. Conduct quality assurance reviews of data collected. 2. Analyze data provided by county for its supportive housing project. 	<ol style="list-style-type: none"> 1. Provide feedback via phone conference on initial data being collected to ensure that the proper information is being captured. 2. Conduct quarterly reviews of data provided by county. Reviews will be completed within ten (10) business days from the receipt of data. <ol style="list-style-type: none"> a. Provide quarterly descriptive analysis reports of client data provided by county. <p>Due Dates:</p> <ul style="list-style-type: none"> ▪ January 15, 2013 ▪ April 15, 2013 ▪ July 15, 2013 ▪ October 15, 2013 ▪ January 15, 2014 ▪ March 15, 2014
<ol style="list-style-type: none"> 3. Provide one final report that includes a pre- and post- program analysis. <ol style="list-style-type: none"> a. Analysis will be completed within sixty (60) business days from the receipt of data. 	<ol style="list-style-type: none"> 3. Provide final descriptive analysis report of client data provided by county. <p>Due Date:</p> <ul style="list-style-type: none"> ▪ March 31, 2014

General Terms: Contractual services will be reimbursed for services as outlined in this agreement not to exceed \$45,105. Payments will be made upon receipt of invoice with description of services rendered and time period for completed services. Payment is subject to the delivery of a satisfactory report as determined by the project authority.



DEPARTMENT OF FINANCIAL SERVICES
Division of Risk Management

STATE RISK MANAGEMENT
TRUST FUND

Policy Number: WC-0281 State Employee Workers' Compensation
and Employer's Liability
Certificate of Coverage

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 \$200,000.00 each person
 \$300,000.00 each occurrence

Inception Date: July 1, 2012

Expiration Date: July 1, 2013

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.

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.

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.

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, 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 of 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 this 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.



DEPARTMENT OF FINANCIAL SERVICES
Division of Risk Management

State Risk Management Trust Fund

Certificate of Property Coverage

Various provisions in this certificate restrict coverage. Read the entire certificate carefully to determine rights, duties and what is and is not covered.

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.

Throughout this policy the words "you" and "your" refer to the State Agency, Board, Bureau, or other authorized entity shown in the Declarations. The words "we", "us" and "our" refer to the State Risk Management Trust Fund (the Fund) or any other successor trust fund administered by the Division of Risk Management for the purposes of providing property loss coverage.

Other words and phrases that appear in "quotation marks" have special meaning. Refer to SECTION H - DEFINITIONS.

A. COVERAGE

We will pay for direct physical loss of or damage to Covered Property at the premises described in the Declarations caused by or resulting from any Covered Cause of Loss.

1. Covered Property

Covered Property means the following types of property for which a Limit of Insurance is shown in the Declarations:

a. Building, meaning the building or structure described in the Declarations, including:

- (1) Completed additions;
- (2) Permanently installed:
 - (a) Fixtures;
 - (b) Machinery; and
 - (c) Equipment;
- (3) Personal property owned by you that is used to maintain or service the building or structure or its premises, including:
 - (a) Fire extinguishing equipment;
 - (b) Outdoor furniture;

- (c) Floor coverings; and
- (d) Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering;

(4) If not covered by other insurance:

- (a) Additions, alterations and repairs to the building or structure;
- (b) Materials, equipment, supplies and temporary structures, on or within 100 feet of the described premises, used for making additions, alterations or repairs to the building or structure.

b. Your Business Personal Property located in or on the building described in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises, consisting of the following:

- (1) Furniture and fixtures;

- (2) Machinery and equipment;
- (3) "Stock";
- (4) All other personal property owned by you and used in your agency;
- (5) Your improvements and betterments as a tenant. Improvements and betterments are fixtures, alterations, installations or additions:
 - (a) Made a part of the building or structure you occupy but do not own; and
 - (b) You acquired or made at your expense but cannot legally remove.

2. Property Not Covered

Covered Property does not include:

- a. Accounts, bills, currency, deeds, food stamps or other evidences of debt, money, notes or securities; lottery tickets held for sale are not securities;
- b. Animals;
- c. Bridges, roadways, walks, patios or other paved surfaces;
- d. The cost of excavations, grading, backfilling or filling;
- e. Foundations of buildings, structures, machinery or boilers if their foundations are below:
 - (1) The lowest basement floor; or
 - (2) The surface of the ground, if there is no basement;
- f. Land (including land on which the property is located), water, growing crops, lawns and plants;
- g. Business personal property while airborne or waterborne;
- h. Personal property not owned by the State of Florida;
- i. Pilings, piers, wharves or docks;
- j. Property that is covered under another policy, except for the excess of the amount due (whether you can collect on it or not) from that other insurance;
- k. Retaining walls that are not part of the building.
- l. Underground pipes, flues, drains, or electrical and communication wiring;

- m. The cost to research, replace or restore the information on valuable papers and records, including those which exist on electronic or magnetic media;
- n. Vehicles or self-propelled machines (including aircraft or watercraft) that
 - (1) Are licensed for use on public roads; or
 - (2) Are operated principally away from the described premises;
- o. Grain, hay, straw or other crops;
- p. Fences, including attached devices, unattached radio or television antennas, including their lead-in wiring, masts or towers (except for towers insured separately as a stand alone structure), signs (other than signs attached to buildings), trees, shrubs or plants, stand alone light poles/fixtures all except as provided in the Coverage Extensions.
- q. Fine arts, manuscripts, nitrocellulose films, museum collections, artifacts, relics, bullion;
- r. Surplus property
Business Personal Property declared surplus property but stored on the premises are deemed to have no value for the purpose of making claim under this certificate.
- s. Buildings that have been abandoned or selected for removal from the premises or selected for demolition.

B. COVERED CAUSES OF LOSS

- 1. Fire.
- 2. Lightning,
- 3. Explosion, including the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass. This cause of loss does not include loss or damage by:
 - a. Rupture, bursting or operation of pressure relief devices; or
 - b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water; or

c. Any loss which would normally be covered only under a standard boiler and machinery policy.

4. Windstorm or Hail, but not including:

- a. Frost or cold weather;
- b. Ice (other than hail), snow or sleet, whether driven by wind or not; or
- c. Loss or damage to the interior of any building or structure, or the property inside the building or structure, caused by rain, snow, sand or dust, whether driven by wind or not, unless the building or structure first sustains wind or hail damage to its roof or walls through which the rain, snow, sand or dust enters.

5. Smoke causing sudden and accidental loss or damage. This cause of loss does not include smoke from agricultural smudging or industrial operations.

6. Aircraft or Vehicles, meaning only physical contact of an aircraft, a spacecraft, a self-propelled missile, a vehicle or an object thrown up by a vehicle with the described property ~~or with the building or structure~~ containing the described property. This cause of loss includes loss or damage by objects falling from aircraft. We will not pay for loss or damage caused by or resulting from owned or non-owned vehicles which are operated by you.

7. Riot or Civil Commotion, including:

- a. Acts of striking employees while occupying the described premises; and
- b. Looting occurring at the time and place of a riot or civil commotion.

8. Sinkhole Collapse, meaning loss or damage caused by the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:

- a. The cost of filling sinkholes; or
- b. Sinking or collapse of land into man-made underground cavities.

9. Flood

As per Section 284.01, Florida Statutes, this section incorporates the same provisions as the **NATIONAL FLOOD**

INSURANCE PROGRAM. That program defines "Flood" as:

a. A general and temporary condition of partial or complete inundation of normally dry land areas from:

(1) The overflow of inland or tidal waters.

(2) The unusual and rapid accumulation or runoff of surface waters from any source.

(3) Mudslides (i.e., mudflows), which are proximately caused by flooding as defined in subparagraph a.(2) above and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas as when earth is carried by a current of water and deposited along the path of the current.

b. The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding the anticipated cyclical levels ~~which result in flooding as defined in~~ subparagraph a.(1) above.

THIS SECTION DOES NOT CONSTITUTE THE ENTIRE FLOOD POLICY. IT IS MERELY PROVIDED FOR AGENCY GUIDANCE IN THIS AREA ONLY. PLEASE REFER TO THE NATIONAL FLOOD INSURANCE PROGRAM POLICY, WHICH IS ATTACHED TO THIS CERTIFICATE.

10. Additional Coverages

a. Debris Removal

(1) We will pay your expense to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period. We will pay 25% of the loss or \$5,000, whichever is greater. The expenses will be paid only if they are reported to us in writing within 90 days of the date of direct physical loss or damage.

(2) This Additional Coverage does not apply to costs to extract "pollutants".

b. Preservation of Property

If it is necessary to move Covered Property from the described premises to preserve it from loss or damage by a Covered Cause of Loss, we will pay up to \$10,000 for any direct physical loss or damage to that property:

- (1) While it is being moved or while temporarily stored at another location; and
- (2) Only if the loss or damage occurs within 30 days after the property is first moved.

11. Coverage Extensions

Except as otherwise provided, the following Extensions apply to property located in or on the building described in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises.

a. Newly Acquired or Constructed Property

(1) You may extend the insurance that ~~applies to Building to apply to:~~

(a) Buildings you acquire at locations, other than the described premises. The most we will pay for loss or damage under this Extension is \$250,000 per building.

(2) You may extend the insurance that applies to Your Business Personal Property to apply to that property at any location you acquire. The most we will pay for loss or damage under this Extension is 10% of the Limit of Insurance for your Business Personal Property shown in the Declarations, but not more than \$10,000 at each building.

(3) Coverage under this Extension for each newly acquired or constructed property will end when any of the following first occurs:

- (a) This policy expires.
- (b) 30 days expire after you acquire the property; or
- (c) You report values to us.

b. Property Off-Premises

You may extend the insurance provided

by the Fund to apply to your Covered Property, other than "stock", that is temporarily at a location you do not own, lease or operate. The Extension does not apply to Covered Property:

- (1) In or on a vehicle unless the vehicle is owned or operated by an employee of the State of Florida and the vehicle is being used for State business;
- (2) In the care, custody or control of anyone not employed by the State of Florida.
- (3) At any fair or exhibition.

The most we will pay for loss or damage under this Extension is \$10,000.

c. Trees, Shrubs and Plants

You may extend the coverage provided by the Fund to apply to trees, shrubs and plants including debris removal expense, caused by or resulting from any of the following causes of loss:

- (1) Fire;
- (2) Lightning;
- (3) Explosion;
- (4) Riot or Civil Commotion; or
- (5) Aircraft.

The most we will pay for loss or damage under this Extension is \$1,000, but not more than \$250 for any one tree, shrub or plant.

Each of these Extensions is additional insurance.

C. EXCLUSIONS

1. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

a. Ordinance or Law

The enforcement of any ordinance or law;

- (1) Regulating the construction, use or repair of any property; or
- (2) Requiring the tearing down of any property including the cost of removing

its debris.

b. Earth Movement

(1) Any earth movement (other than sinkhole collapse), such as an earthquake, landslide, mine subsidence or earth sinking, rising or shifting. But if loss or damage by fire or explosion results, we will pay for that resulting loss or damage.

(2) Volcanic eruption, explosion or effusion. But if loss or damage by fire, breakage of glass or volcanic action results, we will pay for that resulting loss or damage.

c. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the property would normally be covered under this certificate.

d. Nuclear Hazard

Nuclear reactors or the use, storage, or processing of nuclear fissionable materials. This exclusion as to nuclear properties or related reactors shall not be construed to eliminate the necessity of coverage on medical facilities, particle accelerators, cyclotrons, Van de Graff machines, or any properties associated therewith. If loss or damage by fire results, we will pay for that resulting loss or damage.

e. Off-Premises Services

The failure of power or other utility service supplied to the described premises, however caused, if the failure occurs away from the described premises.

f. War and Military Action

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against actual or expected attack, by any government, sovereign or other authority using military personnel

or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

g. Water

(1) Water that backs up from a sewer, drain, or sump

(2) Water under the ground surface pressing on, or flowing or seeping through:

(a) Foundations, walls, floors or paved surfaces;

(b) Basements, whether paved or not; or

(c) Doors, windows or other openings.

But if loss or damage by fire or explosion results, we will pay for that resulting loss or damage.

(3) Water damage meaning accidental discharge or leaking of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam.

2. We will not pay for loss or damage caused by or resulting from:

a. Artificially generated electrical current, including electric arcing, that disturbs electrical devices, appliances or wires. But if loss or damage by fire results, we will pay for that resulting loss or damage.

b. Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control. But if loss or damage by fire or combustion explosion results, we will pay for that resulting loss or damage.

c. Mechanical breakdown, including rupture or bursting caused by centrifugal force. But if loss or damage by a Covered Cause of Loss results, we will pay for that resulting loss or damage.

D. LIMITS OF COVERAGE

Coverage is not limited in any one occurrence or to the reported values shown in the Declarations, except for flood.

1. For loss or damage sustained due to FLOOD the following special limits apply in accordance with the NATIONAL FLOOD INSURANCE PROGRAM:

a. Building:

- (1) Residential \$250,000
- (2) Non-Residential \$500,000

b. Contents:

- a. Residential \$100,000
- b. Non-Residential \$500,000

2. The limits applicable to the following Coverage Extensions are in addition to the Limits of Coverage.

- a. Newly Acquired or Constructed Property
- b. Property Off-Premises
- c. Trees, Shrubs and Plants

3. Payments under the following Additional Coverages will not increase the applicable Limit of Insurance:

- a. Preservation of Property; or
- b. Debris Removal.

E. DEDUCTIBLE

We will not pay for loss or damage in any one occurrence, except flood, until the amount of loss or damage exceeds \$2500.00:

For loss or damage due to Flood, the applicable deductible applies per location in accordance with the NFIP.

We will then pay the "Actual Cash Value" amount of loss or damage in excess of the Deductible.

F. LOSS CONDITIONS

The following conditions apply in addition to the Certificate of Coverage General Conditions.

1. Abandonment

There can be no abandonment of any property to us.

In the event the building is not replaced nor alternate space constructed, the Fund will not make a payment on the loss other than to pay for demolition and clean up from the loss. The alternate space to be

constructed must house the functions originally housed in the destroyed building and it is to be constructed in the local vicinity of the original structure.

2. Duties In The Event Of Loss Or Damage

a. You must see that the following are done in the event of loss or damage to Covered Property.

(1) Immediately notify the State Fire Marshal and the Division of Risk Management, Property Section, in the event of a fire or damage resulting in failure of the fire alarm system.

(2) Give prompt notice, by telephone, of the loss or damage to us so we may inspect the damage prior to commencing with repairs and then follow up with a written Notice of Loss Form.

ANY LOSS NOT REPORTED IN WRITING TO THE DIVISION WITHIN NINETY (90) DAYS FROM THE DATE OF THE LOSS, WILL NOT BE PAID UNLESS:

(a) OUR ABILITY TO ASSESS THE LOSS HAS NOT BEEN IMPAIRED BY THE DELAY AND,

(b) THE DOLLAR (\$) AMOUNT OF THE LOSS HAS NOT INCREASED DUE TO THE DELAY.

(3) As soon as possible, give us a description of how, when and where the loss or damage occurred.

(4) Take all reasonable steps to protect the Covered Property from further damage by a Covered Cause of Loss. If feasible, set the damaged property aside and in the best possible order for examination. Also keep a record of your expenses for emergency and temporary repairs, for consideration in the settlement of the claim. This will not increase the Limit of Coverage.

(5) In the event of a lightning claim, complete the Lightning Statement Form in its entirety. Make sure the description

of damage as well as the evidence of a direct strike is detailed.

(6) At our request, give us complete inventories of the damaged and undamaged property. Include quantities, original purchase dates, costs, values, current replacement costs and amount of loss claimed.

(7) As often as may be reasonably required, permit us to inspect the property proving the loss or damage.

(8) Cooperate with us in the investigation or settlement of the claim. This includes providing us with detailed invoices and payment evidence to document claim expenses.

(9) Send us a signed proof of loss within 30 days of receipt. We will supply you with the necessary forms.

3. Loss Payment

a. In the event of loss or damage covered by this Coverage Certificate, at our option, we will either:

(1) Pay the "Actual Cash Value" of damaged property, which has been replaced with property of like kind and quality; or

(2) Pay the cost of repairing; whichever is less.

b. If funds are available we will pay for covered loss or damage within 30 days after we receive the signed proof of loss.

4. Vacancy

Permission is granted for all buildings to be "vacant" or "unoccupied" on the condition that the premises shall be kept locked and secured to prevent trespassing or the entrance of unauthorized persons during the term of vacancy or unoccupancy.

The Division must be notified immediately when a building becomes "vacant" or "unoccupied." Should the "vacant" or "unoccupied" building later become occupied, the Division must also be notified.

5. Valuation

We will determine the value of Covered

Property in the event of loss or damage at "actual cash value" at the time of loss or damage.

G. GENERAL CONDITIONS

1. Other Insurance

If there is other insurance covering the same loss or damage, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Coverage.

2. Statutory Control

In the event of any conflict between the provisions or coverages in this certificate and the provisions of any Florida Statutes or law including but not limited to the aforesaid, said laws and statutes shall control.

3. Fire Protection

In consideration of the rate at which this certificate is written it is stipulated that you shall exercise due diligence in maintaining in complete working order all equipment and services, installed for the detection, prevention, and extinguishment of fire in the property covered by this certificate and under your control. It is further stipulated that if changes are made to any sprinkler system, its water or chemical supplies, or to any watchman service you must notify us immediately in writing.

4. Natural Disaster

In the event of a natural disaster, whether or not officially declared, of such magnitude that our self retained limit of liability plus the available excess insurance is exhausted:

a. We shall only be liable to pay the amount of our self retained limit of liability and any excess insurance applicable to the occurrence; and

b. We shall pay properly documented claims as they are presented for payment.

Unpaid claims shall be classified as

uninsured and shall constitute a general unfunded liability to the State. We may assist you in determining the number and amount of individual uninsured "covered claims".

5. Transfer of Rights of Recovery Against Others to Us

We may require you to transfer all rights of recovery against any party for loss to the extent of our payment. You must do everything necessary to secure our rights and must do nothing after loss to impair them.

6. Leased Buildings

We will cover leased buildings only when coverage is required by the terms of a valid written lease agreement when such lease agreement has been accepted in writing by the Division.

H. DEFINITIONS

1. "Actual Cash Value" Replacement cost less depreciation.

2. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

3. "Stock" means merchandise held in storage for sale, raw materials and in process or finished goods, including supplies used in their packing or shipping.

4. "Unoccupied" means containing contents pertaining to the occupancy of the building while operations or other customary activities are suspended.

5. "Vacant" means containing no contents pertaining to operations or activities customary to occupancy of the building.



DEPARTMENT OF FINANCIAL SERVICES
Division of Risk Management

STATE RISK MANAGEMENT
TRUST FUND

Policy Number: GL-0281 General Liability
Certificate of Coverage

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: \$200,000.00 each person
 \$300,000.00 each occurrence

Inception Date: July 1, 2012

Expiration Date: July 1, 2013

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.



DEPARTMENT OF FINANCIAL SERVICES
Division of Risk Management

STATE RISK MANAGEMENT
TRUST FUND

Policy Number: AL-0281 Fleet Automobile Liability
Certificate of Coverage

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: \$200,000.00 each person
\$300,000.00 each occurrence

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

Inception Date: July 1, 2012

Expiration Date: July 1, 2013

CHIEF FINANCIAL OFFICER



DEPARTMENT OF FINANCIAL SERVICES
Division of Risk Management

STATE RISK MANAGEMENT TRUST FUND
FLEET 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 reasonably 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.



DEPARTMENT OF FINANCIAL SERVICES
Division of Risk Management

STATE RISK MANAGEMENT
TRUST FUND

Policy Number: FC-0281 Federal Civil Rights Liability and
Employment Discrimination
Certificate of Coverage

Name Insured: University of South Florida

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

Federal Civil Rights:

Liability: Unlimited each person
Unlimited each occurrence

Inception Date: July 1, 2012

Expiration Date: July 1, 2013

CHIEF FINANCIAL OFFICER



DEPARTMENT OF FINANCIAL SERVICES
Division of Risk Management

STATE RISK MANAGEMENT TRUST FUND
FEDERAL CIVIL RIGHTS LIABILITY AND EMPLOYMENT DISCRIMINATION COVERAGE
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 federal civil rights liability and employment discrimination 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

A. Federal Civil Rights Coverage

To pay on behalf of the insured all sums which the insured shall become legally obligated to pay, subject to the stated exclusions, arising from federal civil rights actions filed under 42 USC 1983, and other similar federal statutes. The coverage includes payment of claims and awards for plaintiff attorney fees where so provided by the above federal statutes.

B. Employment Discrimination Coverage

To pay on behalf of the insured all sums which the insured shall become legally obligated to pay, subject to the stated exclusions, arising from employment discrimination actions filed under 42 USC 2000e, Title VII of the 1964 Civil Rights Act, the Rehabilitation Act of 1973 (handicap discrimination), the Age Discrimination in Employment Act of 1967, the Vietnam Era-Veteran's Readjustment Act of 1974, and other similar employment discrimination acts and statutes.

II. DEFENSE, SETTLEMENT, SUPPLEMENTARY PAYMENTS

With respect to such coverages 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 and federal laws.
- (b) defend any suit against an insured filed under the statutes and acts stated in coverages A and B, except the named insured is responsible for defending or directing the defense of injunctive or prospective relief issues;
- (c) 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;
- (d) 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.

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.

IV. EXCLUSIONS

This certificate does not apply:

- (a) 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;
- (b) to any obligation for which the insured or the Fund may be held liable under any employer's liability or workers' compensation law;
- (c) eminent domain proceedings or damage to persons or property of others arising therefrom;
- (d) to punitive damages;
- (e) 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;
- (f) to professional medical liability of the Board of Regents, the physicians, officers, employees, or agents of the Board;
- (g) to liability related in any way with nuclear energy;
- (h) to liability assumed by the insured under any contract or agreement;
- (i) to final judgments in which the insured has been determined to have caused the harm intentionally;
- (j) to awards for injunctive or prospective relief rendered against an insured by any federal or state court, agency or commission except plaintiff's attorney fee awards in such actions are covered by the Fund. The Fund will not pay any costs associated with implementing or monitoring a declaratory, injunctive or prospective relief award.
- (k) to awards to employees or retirees of the named insured for backpay or other benefits, except backpay and other benefits awarded for the period prior to and up to the date of final judgment and paid by the named insured are reimbursable from the Fund to the named insured through journal transfer.

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.

(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) Insurance

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

(7) 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 Statute or laws including, but not limited to the aforesaid, said statutes and laws shall control.

(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.

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.



DEPARTMENT OF FINANCIAL SERVICES
Division of Risk Management

STATE RISK MANAGEMENT
TRUST FUND

Policy Number: CA-0281

Court Awarded Attorney Fees
Certificate of Coverage

Name Insured: University of South Florida

Court Awarded Attorney Fees provided pursuant to Chapter 284, Part II, Section 768.28, Florida Statutes, and any rules promulgated thereunder.

Court Awarded Attorney Fees

Liability Unlimited each person
 Unlimited each occurrence

Inception Date: July 1, 2012

Expiration Date: July 1, 2013

CHIEF FINANCIAL OFFICER



DEPARTMENT OF FINANCIAL SERVICES
Division of Risk Management

STATE RISK MANAGEMENT TRUST FUND
COURT AWARDED ATTORNEY FEES
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 court awarded attorney fees. 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. COVERAGE**
To pay on behalf of the named insured, court awarded attorney fees and costs as set forth in Chapter 284, Part II, Florida Statutes, in other proceedings against the State, in which the State is not a prevailing party.
- II. SETTLEMENT**
The Department of Financial Services has the right to participate in the defense of any suit or appeal with respect to the payment of attorney fees.
- III. DEFINITIONS**
- A. Named Insured:** The department or agency named herein.
- B. Attorney's fees and Costs:** The reasonable and necessary attorney fees and costs incurred for all preparation, motions, hearings, trials, and appeals in a proceeding.
- C. Prevailing Party:** A party prevails when a final judgment or order has been entered in favor of the party, or partially in favor of the party, and such judgment or order has not been reversed on appeal or the time for seeking judicial review of the order has expired.
- D. Other Proceedings against the State:** All action against the State not related to the specific coverage accounts specified in Section 284.30 and 284.31, Florida Statutes.
- IV. EXCLUSIONS**
This certificate does not apply to:
- (a) any attorney fees awarded by an Administrative Law Judge as a result of an administrative hearing or proceeding under Chapter 120, Florida Statutes
- (b) no award of attorney fees shall be made in any case in which the State is a nominal party
- (c) no attorney fees shall be paid if application for attorney fees has not been made in accordance with s.284.30, Florida Statutes
- (d) no attorney fees shall be paid in those instances where the action is part of a regulatory process and a separate Fund has been established to provide for the payment of court awarded fees and costs to a prevailing party
- (e) no award of attorney fees and costs will be paid due to inverse condemnation or eminent domain actions
- (f) no award of attorney fees and costs relating to 42 USC 1983 Federal Civil Rights actions for injunctive and declaratory relief shall be paid
- (g) no award of attorney fees and costs shall be paid due to actions arising from Employment Discrimination proceedings.
- (h) No award of attorney fees and costs shall be paid if it is determined that the Insured's action that precipitated the legal action was a gross abuse of the Insured's discretion or was done for an improper purpose. "Improper purpose" means participation in a proceeding primarily to harass or to cause unnecessary delay or for frivolous purpose or to needlessly increase the cost of litigation, licensing, or securing the approval of an activity.
- (i) No award of attorney fees and costs shall be paid if such attorney fees and costs are awarded under Section 57.105, Florida Statutes.
- V. CONDITIONS**
- A.** A party to a suit in any court, entitled to have attorney fees paid by the State must serve a copy of the pleadings claiming the fees on the Department of Financial Services in accordance with s.284.30, Florida Statutes.
- B.** The Division of Risk Management shall assess the State agencies' premiums in accordance with the provisions as set forth in Chapter 284, Part II, Florida Statutes.
- C. 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, as far as they relate to the premium bases or the subject matter of the certificate.
- D. Insured's Duties in the Event of Claim**
- (1) **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.
- (2) **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.
- (3) **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.
- (4) **a. Assistance and Cooperation of the Insured**
The insured shall cooperate with the Fund and, upon the Fund's request, assist in making settlements, make available all agency records pertaining to a specific claim, and shall attend hearings and trials. The insured shall not, except at his own cost, voluntarily make any payment, covered by this certificate.
- b. Notice of Claim or Suit**
If claim is made by suit brought against the Insured, the insured shall immediately forward to the Fund



DEPARTMENT OF FINANCIAL SERVICES
Division of Risk Management

every demand, notice, summons, or other process received by the Insured. 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.

If actions by the insured prevent or cause prejudice to defenses available to the Division, coverage shall be voided for that claim.

(5) **Limits of Liability**

The Fund's monetary limits of liability for this coverage shall be the same monetary limits as stated in Section 768.28, Florida Statutes.

E. **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.

Exhibit A

Scope of Work pertaining to the Agreement between the University of South Florida and the Board of County Commissioners of Palm Beach County

SCOPE OF WORK

The Criminal Justice Mental Health Substance Abuse Technical Assistance Center, Florida Mental Health Institute of the University of South Florida (CJMHSATAC, FMHI, USF) will provide services for evaluation of the Palm Beach County Criminal Justice Mental Health Substance Abuse Reinvestment Grant supportive housing program. This project will address implementation of Palm Beach County's Criminal Justice, Mental Health and Substance Abuse Strategic Plan (2009), Intercept 4 and 5 (Re-entry and Community Supports), Strategy 14. Strategy 14 proposes to expand transitional and permanent housing so that homelessness is decreased and increased stability in the community occurs. This project seeks to provide for six supportive housing placements for homeless dual-diagnosed persons transitioning from the County Jail. Specifically, the scope of work for the evaluation is needed to provide the Palm Beach County Project analysis of the supportive housing case management and other services provided by the Jerome Golden Center for Behavioral Health and other partners.

Approach

This project proposes to provide a safe, stable living environment for individuals with mental illness and/or substance abuse disorders who have been recently released from jail with an emphasis on those who are custodial parents. The project will also provide linkages to mental health and/or substance abuse treatment and ancillary social services, such as benefits qualification, transportation, medical care, job training and placement and specialized support for pregnant women.

Purpose, Goals, and Objectives

Purpose: Further Palm Beach County's Strategic Plan by providing supportive housing placements.

Goal: Reduce re-entry into the criminal justice system by those with mental illness and/or substance abuse disorders.

Objective 1: Fund 6 supportive housing placements for homeless persons recently released from jail.

Objective 2: Provide substance abuse and/or mental health treatment to program participants

Objective 3: Provide benefits qualification and ancillary social services for program participants

Benchmark: Recidivism of 20% or less.

Benchmark: 75% of those individuals who are employable will be employed, seeking employment, or enrolled in an educational/vocational program.

Benchmark: 55% of those who are housed at least 60 days will have an increase in income linked to entitlements and or government benefits or through employment.

Benchmark: 75% of individuals who are housed at least 60 days will exhibit a reduction in utilization of deep-end/acute mental health/substance abuse/criminal justice facilities for 1 year.

Evaluation/Data Collection

The Jerome Golden Center for Behavioral Health will, in cooperation with the Criminal Justice Commission, develop an approved Logic Model to establish mechanisms for providing detailed data for the purposes of evaluation of the project.

The Jerome Golden Center for Behavioral Health will collect and provide the following data on a monthly basis for each project client that they serve:

Demographic Data

Participant Name
Release Date
Time Served (In Months)
Age
Race
Gender
City Returning to
Risk Level (LSI-r Score)
Custodial parent (yes/no)

Performance Measurement Tool Requirements

Program Exit Date
Successful or Unsuccessful Exit
Unsuccessful Exit Reason
Number that Obtained Employment
Number that kept employment 6 months
Number that have Child Support required
Number that paid Child Support
Number that have benefits reinstated or established
Number that have been re-arrested within 6 months to 3 years

Tasks and Deliverables: Under the terms of this scope of work the CJMHSA-TAC, FMHI, USF will perform the following tasks and provide the following deliverables:

Tasks:	Deliverables:
<ol style="list-style-type: none"> 1. Conduct quality assurance reviews of data collected. 2. Analyze data provided by county for its supportive housing project. 	<ol style="list-style-type: none"> 1. Provide feedback via phone conference on initial data being collected to ensure that the proper information is being captured. 2. Conduct quarterly reviews of data provided by county. Reviews will be completed within ten (10) business days from the receipt of data. <ol style="list-style-type: none"> a. Provide quarterly descriptive analysis reports of client data provided by county. <p>Due Dates:</p> <ul style="list-style-type: none"> ▪ January 15, 2013 ▪ April 15, 2013 ▪ July 15, 2013 ▪ October 15, 2013 ▪ January 15, 2014 ▪ March 15, 2014
<ol style="list-style-type: none"> 3. Provide one final report that includes a pre- and post- program analysis. <ol style="list-style-type: none"> a. Analysis will be completed within sixty (60) business days from the receipt of data. 	<ol style="list-style-type: none"> 3. Provide final descriptive analysis report of client data provided by county. <p>Due Date:</p> <ul style="list-style-type: none"> ▪ March 31, 2014

General Terms: Contractual services will be reimbursed for services as outlined in this agreement not to exceed \$45,105. Payments will be made upon receipt of invoice with description of services rendered and time period for completed services. Payment is subject to the delivery of a satisfactory report as determined by the project authority.



DEPARTMENT OF FINANCIAL SERVICES
Division of Risk Management

**STATE RISK MANAGEMENT
TRUST FUND**

Policy Number: WC-0281 State Employee Workers' Compensation
and Employer's Liability
Certificate of Coverage

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 \$200,000.00 each person
 \$300,000.00 each occurrence

Inception Date: July 1, 2012

Expiration Date: July 1, 2013

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:

- 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.
- 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;
- 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

- 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.
- State - Any state or territory of the United States of America and the District of Columbia.
- 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".

- 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:

- to any claim or judgment for punitive damages;
- to any claim for interest for the period prior to judgment;
- to that portion of a claim or judgment which is in excess of the statutory limits of liability;
- to liability assumed by the insured or any third party pursuant to any contract or agreement in writing;
- 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;
- 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, 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 of 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.



DEPARTMENT OF FINANCIAL SERVICES
Division of Risk Management

State Risk Management Trust Fund

Certificate of Property Coverage

Various provisions in this certificate restrict coverage. Read the entire certificate carefully to determine rights, duties and what is and is not covered.

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.

Throughout this policy the words "you" and "your" refer to the State Agency, Board, Bureau, or other authorized entity shown in the Declarations. The words "we", "us" and "our" refer to the State Risk Management Trust Fund (the Fund) or any other successor trust fund administered by the Division of Risk Management for the purposes of providing property loss coverage.

Other words and phrases that appear in "quotation marks" have special meaning. Refer to SECTION H - DEFINITIONS.

A. COVERAGE

We will pay for direct physical loss of or damage to Covered Property at the premises described in the Declarations caused by or resulting from any Covered Cause of Loss.

1. Covered Property

Covered Property means the following types of property for which a Limit of Insurance is shown in the Declarations:

a. Building, meaning the building or structure described in the Declarations, including:

- (1) Completed additions;
- (2) Permanently installed:
 - (a) Fixtures;
 - (b) Machinery; and
 - (c) Equipment;
- (3) Personal property owned by you that is used to maintain or service the building or structure or its premises, including:
 - (a) Fire extinguishing equipment;
 - (b) Outdoor furniture;

- (c) Floor coverings; and
- (d) Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering;

(4) If not covered by other insurance:

- (a) Additions, alterations and repairs to the building or structure;
- (b) Materials, equipment, supplies and temporary structures, on or within 100 feet of the described premises, used for making additions, alterations or repairs to the building or structure.

b. Your Business Personal Property located in or on the building described in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises, consisting of the following:

- (1) Furniture and fixtures;

- (2) Machinery and equipment;
- (3) "Stock";
- (4) All other personal property owned by you and used in your agency;
- (5) Your improvements and betterments as a tenant. Improvements and betterments are fixtures, alterations, installations or additions:
 - (a) Made a part of the building or structure you occupy but do not own; and
 - (b) You acquired or made at your expense but cannot legally remove.

2. Property Not Covered

Covered Property does not include:

- a. Accounts, bills, currency, deeds, food stamps or other evidences of debt, money, notes or securities; lottery tickets held for sale are not securities;
- b. Animals;
- c. Bridges, roadways, walks, patios or other paved surfaces;
- d. The cost of excavations, grading, backfilling or filling;
- e. Foundations of buildings, structures, machinery or boilers if their foundations are below:
 - (1) The lowest basement floor; or
 - (2) The surface of the ground, if there is no basement;
- f. Land (including land on which the property is located), water, growing crops, lawns and plants;
- g. Business personal property while airborne or waterborne;
- h. Personal property not owned by the State of Florida;
- i. Pilings, piers, wharves or docks;
- j. Property that is covered under another policy, except for the excess of the amount due (whether you can collect on it or not) from that other insurance;
- k. Retaining walls that are not part of the building.
- l. Underground pipes, flues, drains, or electrical and communication wiring;

- m. The cost to research, replace or restore the information on valuable papers and records, including those which exist on electronic or magnetic media;
- n. Vehicles or self-propelled machines (including aircraft or watercraft) that:
 - (1) Are licensed for use on public roads; or
 - (2) Are operated principally away from the described premises;
- o. Grain, hay, straw or other crops;
- p. Fences, including attached devices, unattached radio or television antennas, including their lead-in wiring, masts or towers (except for towers insured separately as a stand alone structure), signs (other than signs attached to buildings), trees, shrubs or plants, stand alone light poles/fixtures all except as provided in the Coverage Extensions.
- q. Fine arts, manuscripts, nitrocellulose films, museum collections, artifacts, relics, bullion;
- r. Surplus property

Business Personal Property declared surplus property but stored on the premises are deemed to have no value for the purpose of making claim under this certificate.

- s. Buildings that have been abandoned or selected for removal from the premises or selected for demolition.

B. COVERED CAUSES OF LOSS

- 1. Fire.
- 2. Lightning,
- 3. Explosion, including the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass. This cause of loss does not include loss or damage by:
 - a. Rupture, bursting or operation of pressure relief devices; or
 - b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water; or

- c. Any loss which would normally be covered only under a standard boiler and machinery policy.
- 4. **Windstorm or Hail**, but not including:
 - a. Frost or cold weather;
 - b. Ice (other than hail), snow or sleet, whether driven by wind or not; or
 - c. Loss or damage to the interior of any building or structure, or the property inside the building or structure, caused by rain, snow, sand or dust, whether driven by wind or not, unless the building or structure first sustains wind or hail damage to its roof or walls through which the rain, snow, sand or dust enters.
- 5. **Smoke** causing sudden and accidental loss or damage. This cause of loss does not include smoke from agricultural smudging or industrial operations.
- 6. **Aircraft or Vehicles**, meaning only physical contact of an aircraft, a spacecraft, a self-propelled missile, a vehicle or an object thrown up by a vehicle with the described property or with the building or structure containing the described property. This cause of loss includes loss or damage by objects falling from aircraft. We will not pay for loss or damage caused by or resulting from owned or non-owned vehicles which are operated by you.
- 7. **Riot or Civil Commotion**, including:
 - a. Acts of striking employees while occupying the described premises; and
 - b. Looting occurring at the time and place of a riot or civil commotion.
- 8. **Sinkhole Collapse**, meaning loss or damage caused by the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:
 - a. The cost of filling sinkholes; or
 - b. Sinking or collapse of land into man-made underground cavities.
- 9. **Flood**
As per Section 284.01, Florida Statutes, this section incorporates the same provisions as the **NATIONAL FLOOD**

INSURANCE PROGRAM. That program defines "Flood" as:

- a. A general and temporary condition of partial or complete inundation of normally dry land areas from:
 - (1) The overflow of inland or tidal waters.
 - (2) The unusual and rapid accumulation or runoff of surface waters from any source.
 - (3) Mudslides (i.e., mudflows), which are proximately caused by flooding as defined in subparagraph a.(2) above and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas as when earth is carried by a current of water and deposited along the path of the current.
- b. The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding the anticipated cyclical levels which result in flooding as defined in subparagraph a.(1) above.

THIS SECTION DOES NOT CONSTITUTE THE ENTIRE FLOOD POLICY. IT IS MERELY PROVIDED FOR AGENCY GUIDANCE IN THIS AREA ONLY. PLEASE REFER TO THE NATIONAL FLOOD INSURANCE PROGRAM POLICY, WHICH IS ATTACHED TO THIS CERTIFICATE.

10. Additional Coverages

- a. **Debris Removal**
 - (1) We will pay your expense to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period. We will pay 25% of the loss or \$5,000, whichever is greater. The expenses will be paid only if they are reported to us in writing within 90 days of the date of direct physical loss or damage.
 - (2) This Additional Coverage does not apply to costs to extract "pollutants".

b. Preservation of Property

If it is necessary to move Covered Property from the described premises to preserve it from loss or damage by a Covered Cause of Loss, we will pay up to \$10,000 for any direct physical loss or damage to that property:

(1) While it is being moved or while temporarily stored at another location; and

(2) Only if the loss or damage occurs within 30 days after the property is first moved.

11. Coverage Extensions

Except as otherwise provided, the following Extensions apply to property located in or on the building described in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises.

a. Newly Acquired or Constructed Property

(1) You may extend the insurance that applies to Building to apply to:

(a) Buildings you acquire at locations, other than the described premises. The most we will pay for loss or damage under this Extension is \$250,000 per building.

(2) You may extend the insurance that applies to Your Business Personal Property to apply to that property at any location you acquire. The most we will pay for loss or damage under this Extension is 10% of the Limit of Insurance for your Business Personal Property shown in the Declarations, but not more than \$10,000 at each building.

(3) Coverage under this Extension for each newly acquired or constructed property will end when any of the following first occurs:

(a) This policy expires.

(b) 30 days expire after you acquire the property; or

(c) You report values to us.

b. Property Off-Premises

You may extend the insurance provided

by the Fund to apply to your Covered Property, other than "stock", that is temporarily at a location you do not own, lease or operate. The Extension does not apply to Covered Property:

(1) In or on a vehicle unless the vehicle is owned or operated by an employee of the State of Florida and the vehicle is being used for State business;

(2) In the care, custody or control of anyone not employed by the State of Florida.

(3) At any fair or exhibition.

The most we will pay for loss or damage under this Extension is \$10,000.

c. Trees, Shrubs and Plants

You may extend the coverage provided by the Fund to apply to trees, shrubs and plants including debris removal expense, caused by or resulting from any of the following causes of loss:

(1) Fire;

(2) Lightning;

(3) Explosion;

(4) Riot or Civil Commotion; or

(5) Aircraft.

The most we will pay for loss or damage under this Extension is \$1,000, but not more than \$250 for any one tree, shrub or plant.

Each of these Extensions is additional insurance.

C. EXCLUSIONS

1. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

a. Ordinance or Law

The enforcement of any ordinance or law:

(1) Regulating the construction, use or repair of any property; or

(2) Requiring the tearing down of any property including the cost of removing

its debris.

b. Earth Movement

(1) Any earth movement (other than sinkhole collapse), such as an earthquake, landslide, mine subsidence or earth sinking, rising or shifting. But if loss or damage by fire or explosion results, we will pay for that resulting loss or damage.

(2) Volcanic eruption, explosion or effusion. But if loss or damage by fire, breakage of glass or volcanic action results, we will pay for that resulting loss or damage.

c. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the property would normally be covered under this certificate.

d. Nuclear Hazard

Nuclear reactors or the use, storage, or processing of nuclear fissionable materials. This exclusion as to nuclear properties or related reactors shall not be construed to eliminate the necessity of coverage on medical facilities, particle accelerators, cyclotrons, Van de Graff machines, or any properties associated therewith. If loss or damage by fire results, we will pay for that resulting loss or damage.

e. Off-Premises Services

The failure of power or other utility service supplied to the described premises, however caused, if the failure occurs away from the described premises.

f. War and Military Action

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against actual or expected attack, by any government, sovereign or other authority using military personnel

or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

g. Water

(1) Water that backs up from a sewer, drain, or sump

(2) Water under the ground surface pressing on, or flowing or seeping through:

(a) Foundations, walls, floors or paved surfaces;

(b) Basements, whether paved or not; or

(c) Doors, windows or other openings.

But if loss or damage by fire or explosion results, we will pay for that resulting loss or damage.

(3) Water damage meaning accidental discharge or leaking of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam.

2. We will not pay for loss or damage caused by or resulting from:

a. Artificially generated electrical current, including electric arcing, that disturbs electrical devices, appliances or wires. But if loss or damage by fire results, we will pay for that resulting loss or damage.

b. Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control. But if loss or damage by fire or combustion explosion results, we will pay for that resulting loss or damage.

c. Mechanical breakdown, including rupture or bursting caused by centrifugal force. But if loss or damage by a Covered Cause of Loss results, we will pay for that resulting loss or damage.

D. LIMITS OF COVERAGE

Coverage is not limited in any one occurrence or to the reported values shown in the Declarations, except for flood.

1. For loss or damage sustained due to FLOOD the following special limits apply in accordance with the NATIONAL FLOOD INSURANCE PROGRAM:

a. Building:

- (1) Residential \$250,000
- (2) Non-Residential \$500,000

b. Contents:

- a. Residential \$100,000
- b. Non-Residential \$500,000

2. The limits applicable to the following Coverage Extensions are in addition to the Limits of Coverage.

- a. Newly Acquired or Constructed Property
- b. Property Off-Premises
- c. Trees, Shrubs and Plants

3. Payments under the following Additional Coverages will not increase the applicable Limit of Insurance:

- a. Preservation of Property; or
- b. Debris Removal.

E. DEDUCTIBLE

We will not pay for loss or damage in any one occurrence, except flood, until the amount of loss or damage exceeds \$2500.00:

For loss or damage due to Flood, the applicable deductible applies per location in accordance with the NFIP.

We will then pay the "Actual Cash Value" amount of loss or damage in excess of the Deductible.

F. LOSS CONDITIONS

The following conditions apply in addition to the Certificate of Coverage General Conditions.

1. Abandonment

There can be no abandonment of any property to us.

In the event the building is not replaced nor alternate space constructed, the Fund will not make a payment on the loss other than to pay for demolition and clean up from the loss. The alternate space to be

constructed must house the functions originally housed in the destroyed building and it is to be constructed in the local vicinity of the original structure.

2. Duties In The Event Of Loss Or Damage

a. You must see that the following are done in the event of loss or damage to Covered Property.

(1) Immediately notify the State Fire Marshal and the Division of Risk Management, Property Section, in the event of a fire or damage resulting in failure of the fire alarm system.

(2) Give prompt notice, by telephone, of the loss or damage to us so we may inspect the damage prior to commencing with repairs and then follow up with a written Notice of Loss Form.

ANY LOSS NOT REPORTED IN WRITING TO THE DIVISION WITHIN NINETY (90) DAYS FROM THE DATE OF THE LOSS, WILL NOT BE PAID UNLESS:

(a) OUR ABILITY TO ASSESS THE LOSS HAS NOT BEEN IMPAIRED BY THE DELAY AND,

(b) THE DOLLAR (\$) AMOUNT OF THE LOSS HAS NOT INCREASED DUE TO THE DELAY.

(3) As soon as possible, give us a description of how, when and where the loss or damage occurred.

(4) Take all reasonable steps to protect the Covered Property from further damage by a Covered Cause of Loss. If feasible, set the damaged property aside and in the best possible order for examination. Also keep a record of your expenses for emergency and temporary repairs, for consideration in the settlement of the claim. This will not increase the Limit of Coverage.

(5) In the event of a lightning claim, complete the Lightning Statement Form in its entirety. Make sure the description

of damage as well as the evidence of a direct strike is detailed.

(6) At our request, give us complete inventories of the damaged and undamaged property. Include quantities, original purchase dates, costs, values, current replacement costs and amount of loss claimed.

(7) As often as may be reasonably required, permit us to inspect the property proving the loss or damage.

(8) Cooperate with us in the investigation or settlement of the claim. This includes providing us with detailed invoices and payment evidence to document claim expenses.

(9) Send us a signed proof of loss within 30 days of receipt. We will supply you with the necessary forms.

3. Loss Payment

a. In the event of loss or damage covered by this Coverage Certificate, at our option, we will either:

(1) Pay the "Actual Cash Value" of damaged property; which has been replaced with property of like kind and quality; or

(2) Pay the cost of repairing; whichever is less.

b. If funds are available we will pay for covered loss or damage within 30 days after we receive the signed proof of loss.

4. Vacancy

Permission is granted for all buildings to be "vacant" or "unoccupied" on the condition that the premises shall be kept locked and secured to prevent trespassing or the entrance of unauthorized persons during the term of vacancy or unoccupancy.

The Division must be notified immediately when a building becomes "vacant" or "unoccupied." Should the "vacant" or "unoccupied" building later become occupied, the Division must also be notified.

5. Valuation

We will determine the value of Covered

Property in the event of loss or damage at "actual cash value" at the time of loss or damage.

G. GENERAL CONDITIONS

1. Other Insurance

If there is other insurance covering the same loss or damage, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Coverage.

2. Statutory Control

In the event of any conflict between the provisions or coverages in this certificate and the provisions of any Florida Statutes or law including but not limited to the aforesaid, said laws and statutes shall control.

3. Fire Protection

In consideration of the rate at which this certificate is written it is stipulated that you shall exercise due diligence in maintaining in complete working order all equipment and services, installed for the detection, prevention, and extinguishment of fire in the property covered by this certificate and under your control. **It is further stipulated that if changes are made to any sprinkler system, its water or chemical supplies, or to any watchman service you must notify us immediately in writing.**

4. Natural Disaster

In the event of a natural disaster, whether or not officially declared, of such magnitude that our self retained limit of liability plus the available excess insurance is exhausted:

a. We shall only be liable to pay the amount of our self retained limit of liability and any excess insurance applicable to the occurrence; and

b. We shall pay properly documented claims as they are presented for payment.

Unpaid claims shall be classified as

uninsured and shall constitute a general unfunded liability to the State. We may assist you in determining the number and amount of individual uninsured "covered claims".

5. Transfer of Rights of Recovery Against Others to Us

We may require you to transfer all rights of recovery against any party for loss to the extent of our payment. You must do everything necessary to secure our rights and must do nothing after loss to impair them.

6. Leased Buildings

We will cover leased buildings only when coverage is required by the terms of a valid written lease agreement when such lease agreement has been accepted in writing by the Division.

H. DEFINITIONS

1. "Actual Cash Value" Replacement cost less depreciation.

2. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

3. "Stock" means merchandise held in storage for sale, raw materials and in process or finished goods, including supplies used in their packing or shipping.

4. "Unoccupied" means containing contents pertaining to the occupancy of the building while operations or other customary activities are suspended.

5. "Vacant" means containing no contents pertaining to operations or activities customary to occupancy of the building.



DEPARTMENT OF FINANCIAL SERVICES
Division of Risk Management

STATE RISK MANAGEMENT
TRUST FUND

Policy Number: GL-0281

General Liability
Certificate of Coverage

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: \$200,000.00 each person

\$300,000.00 each occurrence

Inception Date: July 1, 2012

Expiration Date: July 1, 2013

A handwritten signature in black ink, appearing to read "Jeff Atwater", is positioned above the title of the Chief Financial Officer.

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.

- (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.

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.

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

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

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.



DEPARTMENT OF FINANCIAL SERVICES
Division of Risk Management

STATE RISK MANAGEMENT
TRUST FUND

Policy Number: AL-0281 Fleet Automobile Liability
Certificate of Coverage

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: \$200,000.00 each person
\$300,000.00 each occurrence

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

Inception Date: July 1, 2012

Expiration Date: July 1, 2013

CHIEF FINANCIAL OFFICER



DEPARTMENT OF FINANCIAL SERVICES
Division of Risk Management

STATE RISK MANAGEMENT TRUST FUND
FLEET 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 reasonably 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.



DEPARTMENT OF FINANCIAL SERVICES
Division of Risk Management

STATE RISK MANAGEMENT
TRUST FUND

Policy Number: FC-0281 Federal Civil Rights Liability and
Employment Discrimination
Certificate of Coverage

Name Insured: University of South Florida

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

Federal Civil Rights:

Liability: Unlimited each person
Unlimited each occurrence

Inception Date: July 1, 2012

Expiration Date: July 1, 2013

CHIEF FINANCIAL OFFICER



DEPARTMENT OF FINANCIAL SERVICES
Division of Risk Management

STATE RISK MANAGEMENT TRUST FUND
FEDERAL CIVIL RIGHTS LIABILITY AND EMPLOYMENT DISCRIMINATION COVERAGE
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 federal civil rights liability and employment discrimination 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

A. Federal Civil Rights Coverage

To pay on behalf of the insured all sums which the insured shall become legally obligated to pay, subject to the stated exclusions, arising from federal civil rights actions filed under 42 USC 1983, and other similar federal statutes. The coverage includes payment of claims and awards for plaintiff attorney fees where so provided by the above federal statutes.

B. Employment Discrimination Coverage

To pay on behalf of the insured all sums which the insured shall become legally obligated to pay, subject to the stated exclusions, arising from employment discrimination actions filed under 42 USC 2000e, Title VII of the 1964 Civil Rights Act, the Rehabilitation Act of 1973 (handicap discrimination), the Age Discrimination in Employment Act of 1967, the Vietnam Era Veteran's Readjustment Act of 1974, and other similar employment discrimination acts and statutes.

II. DEFENSE, SETTLEMENT, SUPPLEMENTARY PAYMENTS

With respect to such coverages 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 and federal laws.
- (b) defend any suit against an insured filed under the statutes and acts stated in coverages A and B, except the named insured is responsible for defending or directing the defense of injunctive or prospective relief issues;
- (c) 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;
- (d) 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.

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.

IV. EXCLUSIONS

This certificate does not apply:

- (a) 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;
- (b) to any obligation for which the insured or the Fund may be held liable under any employer's liability or workers' compensation law;
- (c) eminent domain proceedings or damage to persons or property of others arising therefrom;
- (d) to punitive damages;
- (e) 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;
- (f) to professional medical liability of the Board of Regents, the physicians, officers, employees, or agents of the Board;
- (g) to liability related in any way with nuclear energy;
- (h) to liability assumed by the insured under any contract or agreement;
- (i) to final judgments in which the insured has been determined to have caused the harm intentionally;
- (j) to awards for injunctive or prospective relief rendered against an insured by any federal or state court, agency or commission except plaintiff's attorney fee awards in such actions are covered by the Fund. The Fund will not pay any costs associated with implementing or monitoring a declaratory, injunctive or prospective relief award.
- (k) to awards to employees or retirees of the named insured for backpay or other benefits, except backpay and other benefits awarded for the period prior to and up to the date of final judgment and paid by the named insured are reimbursable from the Fund to the named insured through journal transfer.

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.

(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) Insurance

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

(7) 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 Statute or laws including, but not limited to the aforesaid, said statutes and laws shall control.

(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.

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.



DEPARTMENT OF FINANCIAL SERVICES
Division of Risk Management

STATE RISK MANAGEMENT
TRUST FUND

Policy Number: CA-0281

Court Awarded Attorney Fees
Certificate of Coverage

Name Insured: University of South Florida

Court Awarded Attorney Fees provided pursuant to Chapter 284, Part II, Section 768.28, Florida Statutes, and any rules promulgated thereunder.

Court Awarded Attorney Fees

Liability Unlimited each person
 Unlimited each occurrence

Inception Date: July 1, 2012

Expiration Date: July 1, 2013

CHIEF FINANCIAL OFFICER



DEPARTMENT OF FINANCIAL SERVICES
Division of Risk Management

STATE RISK MANAGEMENT TRUST FUND
COURT AWARDED ATTORNEY FEES
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 court awarded attorney fees. 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. COVERAGE

To pay on behalf of the named insured, court awarded attorney fees and costs as set forth in Chapter 284, Part II, Florida Statutes, in other proceedings against the State, in which the State is not a prevailing party.

II. SETTLEMENT

The Department of Financial Services has the right to participate in the defense of any suit or appeal with respect to the payment of attorney fees.

III. DEFINITIONS

- A. **Named Insured:** The department or agency named herein.
- B. **Attorney's fees and Costs:** The reasonable and necessary attorney fees and costs incurred for all preparation, motions, hearings, trials, and appeals in a proceeding.
- C. **Prevailing Party:** A party prevails when a final judgment or order has been entered in favor of the party, or partially in favor of the party, and such judgment or order has not been reversed on appeal or the time for seeking judicial review of the order has expired.
- D. **Other Proceedings against the State:** All action against the State not related to the specific coverage accounts specified in Section 284.30 and 284.31, Florida Statutes.

IV. EXCLUSIONS

This certificate does not apply to:

- (a) any attorney fees awarded by an Administrative Law Judge as a result of an administrative hearing or proceeding under Chapter 120, Florida Statutes
- (b) no award of attorney fees shall be made in any case in which the State is a nominal party
- (c) no attorney fees shall be paid if application for attorney fees has not been made in accordance with s.284.30, Florida Statutes
- (d) no attorney fees shall be paid in those instances where the action is part of a regulatory process and a separate Fund has been established to provide for the payment of court awarded fees and costs to a prevailing party
- (e) no award of attorney fees and costs will be paid due to inverse condemnation or eminent domain actions
- (f) no award of attorney fees and costs relating to 42 USC 1983 Federal Civil Rights actions for injunctive and declaratory relief shall be paid
- (g) no award of attorney fees and costs shall be paid due to actions arising from Employment Discrimination proceedings.
- (h) No award of attorney fees and costs shall be paid if it is determined that the Insured's action that precipitated the legal action was a gross abuse of the Insured's discretion or was done for an improper purpose. "Improper purpose" means participation in a proceeding primarily to harass or to cause unnecessary delay or for frivolous purpose or to

needlessly increase the cost of litigation, licensing, or securing the approval of an activity.

- (j) No award of attorney fees and costs shall be paid if such attorney fees and costs are awarded under Section 57.105, Florida Statutes.

V. CONDITIONS

- A. A party to a suit in any court, entitled to have attorney fees paid by the State must serve a copy of the pleadings claiming the fees on the Department of Financial Services in accordance with s.284.30, Florida Statutes.
- B. The Division of Risk Management shall assess the State agencies' premiums in accordance with the provisions as set forth in Chapter 284, Part II, Florida Statutes.
- C. **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, as far as they relate to the premium bases or the subject matter of the certificate.
- D. **Insured's Duties in the Event of Claim**

(1) 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.

(2) 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.

(3) 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.

(4) a. Assistance and Cooperation of the Insured

The insured shall cooperate with the Fund and, upon the Fund's request, assist in making settlements, make available all agency records pertaining to a specific claim, and shall attend hearings and trials. The insured shall not, except at his own cost, voluntarily make any payment, covered by this certificate.

b. Notice of Claim or Suit

If claim is made by suit brought against the insured, the insured shall immediately forward to the Fund



DEPARTMENT OF FINANCIAL SERVICES
Division of Risk Management

every demand, notice, summons, or other process received by the Insured. 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.

If actions by the insured prevent or cause prejudice to defenses available to the Division, coverage shall be voided for that claim.

(5) Limits of Liability

The Fund's monetary limits of liability for this coverage shall be the same monetary limits as stated in Section 768.28, Florida Statutes.

E. 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.

**AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS,
PALM BEACH COUNTY, FLORIDA AND THE UNIVERSITY OF SOUTH FLORIDA
BOARD OF TRUSTEES, A PUBLIC BODY CORPORATE IN TAMPA, FLORIDA**

THIS AGREEMENT is made the _____, 2012 by and between the Board of County Commissioners, Palm Beach County, a political subdivision of the State of Florida (herein referred to as the COUNTY), and The University of South Florida Board of Trustees, a public body corporate (herein referred to as the UNIVERSITY).

WITNESSETH

WHEREAS, the Palm Beach County Criminal Justice Commission in partnership with the Jerome Golden Center for Behavioral Health, Inc. through the use of grant funds from the Department of Children and Families, Criminal Justice Mental Health and Substance Abuse 2010 Reinvestment Grant is implementing key elements of its preliminary strategic plan to address criminal justice, mental health and substance abuse; and

WHEREAS, the Criminal Justice Commission has recommended the use of Department of Children and Families Grant funds to support the partnership by providing funds for the UNIVERSITY to evaluate the program; and

WHEREAS, the UNIVERSITY will provide technical assistance and evaluation for the Palm Beach County Mental Health and Substance Abuse Re-entry Program under the Department of Children and Families Memorandum of Understanding for the 2010 Reinvestment Act Grant; and;

WHEREAS, the COUNTY will reimburse the UNIVERSITY for expenses up to the amount of \$45,105 for the Department of Children and Families Grant through March 28, 2014; and

WHEREAS, the UNIVERSITY will provide tasks and deliverables as set forth in Exhibit A.

NOW THEREFORE, in consideration of the mutual promises contained herein, the COUNTY and the UNIVERSITY agree as follows:

SECTION 1. Purpose and Payment

- A. The Term of the Agreement is until March 28, 2014;

- B. The Agreement provides that the COUNTY will reimburse the UNIVERSITY for expenses up to the amount of \$45,105 for the Mental Health and Substance Abuse Re-entry Program under the Department of Children and Families Memorandum of Understanding for the 2010 Reinvestment Act Grant set forth in Exhibit A; and;
- C. The UNIVERSITY will provide reports as requested by the COUNTY. The data collected will be used to evaluate the progress toward the BJA grant requirements.

SECTION 2. REPRESENTATIVE/MONITORING POSITION

The COUNTY'S representative/contract monitor during the term of this Agreement shall be Michael L. Rodriguez, whose telephone number is (561) 355-4943. The UNIVERSITY'S representative/contract monitor during the term of this Agreement shall be, Reginald Robinson, whose telephone number is (813) 974-5292.

SECTION 3. EFFECTIVE DATE/TERMINATION

This Agreement shall take effect upon execution and shall continue in full force and effect up to and including March 28, 2014 unless otherwise terminated as provided herein.

SECTION 4. RESPONSIBILITIES AND DUTIES

The UNIVERSITY agrees to: provide services and sustain said services in accordance with the Scope of Work delineated in Exhibit A.

SECTION 5. PAYMENTS/INVOICING AND REIMBURSEMENT

The UNIVERSITY shall submit monthly programmatic reports and monthly financial invoices to the COUNTY which will include a reference to this Agreement, identify the project and identify the amount due and payable to the UNIVERSITY, as well as confirmation of the UNIVERSITY's expenditures for the Project. Upon receipt and approval of the UNIVERSITY's monthly programmatic and fiscal invoices, included as part of Exhibit A, the COUNTY will reimburse the UNIVERSITY the not-to-exceed amount in accordance with the budget (\$45,105). Invoices shall be itemized in sufficient detail for prepayment audit thereof. The UNIVERSITY shall supply any further documentation deemed necessary by the COUNTY. Invoices received from the UNIVERSITY will be reviewed and approved by the staff of the COUNTY'S Criminal Justice Commission, indicating that expenditure has been made in conformity with this Agreement and then will be sent to the COUNTY's Finance Department for final approval and payment. Invoices will normally be paid within thirty (30) days following approval.

SECTION 6. ACCESS AND AUDITS

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

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the UNIVERSITY, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

SECTION 7. BREACH/OPPORTUNITY TO CURE

The parties hereto expressly covenant and agree that in the event either party is in default of its obligations herein, the party not in default shall provide to the party in default thirty (30) days written notice to cure said default before exercising any of its rights as provided for in this Agreement.

SECTION 8. TERMINATION

This Agreement may be terminated by either party to this Agreement upon thirty (30) days written notice to the other party.

SECTION 9. ATTORNEY'S FEES

Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and/or conditions of this Agreement shall be borne by the respective parties; however, this clause pertains only to the parties to this Agreement.

SECTION 10. NOTICE AND CONTACT

All notices provided under or pursuant to this Agreement shall be in writing, delivered either by hand or first class, certified mail, return receipt requested, to the representatives identified below at the addresses set forth below:

For the COUNTY: Michael L. Rodriguez, Executive Director
Criminal Justice Commission
301 North Olive Avenue, Suite 1001
West Palm Beach, FL 33401

with a copy to: Pamela Eidelberg, Assistant County Attorney
301 North Olive Avenue, 6th Floor
West Palm Beach, FL 33401

If sent to the UNIVERSITY, notices shall be mailed to:
John Petril, J.D., LL.M.
Department of Mental Health Law & Policy
MHC 2738
University of South Florida
13301 Bruce B Downs Blvd
Tampa, Florida 33612

with a copy to: Rebecca Puig, Director
Division of Sponsored Research
University of South Florida
3650 Spectrum Blvd., Suite 160
Tampa, FL 33612-9446

SECTION 11. LIABILITY

The parties to this Agreement and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions, and negligence of the other party. Further, nothing herein shall be construed as a waiver of sovereign immunity by either party, pursuant to Section 768.28, Florida Statutes.

SECTION 12. REMEDIES

This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement 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 or 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.

SECTION 13. EQUAL OPPORTUNITY PROVISION

The COUNTY and the UNIVERSITY agree that no person shall, on the grounds of race, color, sex, age, national origin, disability, religion, ancestry, marital status, familial status, sexual orientation or gender identity or expression, be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.

SECTION 14. INSURANCE BY THE UNIVERSITY

Without waiving the right to sovereign immunity as provided by *s.768.28 F.S.*, the UNIVERSITY acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$200,000 Per Person and \$300,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the Legislature.

The UNIVERSITY agrees to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Florida Statute 440.

When requested, the UNIVERSITY shall provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which the COUNTY agrees to recognize as acceptable for the above mentioned coverages. Compliance with the foregoing requirements shall not relieve the UNIVERSITY of its liability and obligations under this Agreement.

SECTION 15. SUBCONTRACTORS

In the event the University utilizes subcontractors to provide services pursuant to this agreement, such subcontractors shall be subject to the conditions of this agreement. The County reserves the right to accept or to reject the selection of a subcontractor and to inspect the facilities of any subcontractor to determine the capability of the subcontractor to perform properly under this contract.

SECTION 16. NOTICES

The UNIVERSITY, and its subcontractors, shall include information in all public announcements, presentations, advertisements, special events and printed materials relating to the Justice, Mental Health Collaboration Project and its activities thereafter, that the funding has been provided by the Palm Beach County Criminal Justice Commission and the Palm Beach County Board of County Commissioners; failing to adhere to the notice requirement will result in forfeiting reimbursement as it relates to the event.

SECTION 17. REGULATIONS; LICENSING REQUIREMENTS

The UNIVERSITY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. The UNIVERSITY is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

SECTION 18. UNIVERSITY'S PROGRAMMATIC REQUIREMENTS

The UNIVERSITY agrees to specific programmatic requirements, including but not limited to, the following:

- A.** Maintain books, records, documents, and other evidence which sufficiently and properly reflects all costs of any nature expended in the performance of this Agreement, in accordance with generally accepted accounting principles.
- B.** Maintain records in accordance with the Public Records Law, Chapter 119, Florida Statutes.
- C.** No private or confidential data collected, maintained or used during the course of the contract period shall be disseminated except as authorized by statute during the contract period or thereafter.
- D.** To allow COUNTY through the CRIMINAL JUSTICE COMMISSION to both fiscally and programmatically monitor UNIVERSITY to assure that its fiscal and programmatic goals and conduct as outlined in the Scope of Work, Exhibit A, are adhered to. Resources permitted, all contracted programs/services will be reviewed at least yearly and possibly twice-yearly. Programmatic monitoring includes announced and unannounced site visits. Outcomes will be reviewed on a quarterly basis. The CRIMINAL JUSTICE COMMISSION staff will utilize and review other funding agencies' licensing or accreditation monitoring results. Services will be monitored against administrative and programmatic standards designed to measure program efficiency and effectiveness. The UNIVERSITY shall maintain business and accounting records detailing the performance of the contract. Authorized representatives or agents of the COUNTY and/or the CRIMINAL JUSTICE COMMISSION shall have access to records upon reasonable notice for purposes of review, analysis, inspection and audit.
- E.** Reimburse funds to COUNTY that are deemed by the COUNTY in its sole discretion to be misused or misspent.

SECTION 19. CAPTIONS

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

SECTION 20. AVAILABILITY OF FUNDS

The COUNTY'S performance and obligation to pay under this Agreement for subsequent fiscal years is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

SECTION 21. MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the UNIVERSITY of the COUNTY'S notification of a contemplated change, the UNIVERSITY 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 UNIVERSITY'S ability to meet the completion dates or schedules of this Agreement.

SECTION 22. SEVERABILITY

In the event that any section, paragraph, sentence, clause, or provision herein shall be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

SECTION 23. ENTIRETY OF AGREEMENT

The parties agree that this Agreement sets forth the entire agreement between the parties, and there are no promises or understandings other than those stated herein.

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

ATTEST:

PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS

Sharon R. Bock, Clerk and Comptroller

By: _____
Deputy Clerk

By: _____
~~Shelley Vana, Chair~~
Steven L. Abrams, Chairman

THE UNIVERSITY OF SOUTH FLORIDA
BOARD OF TRUSTEES, A PUBLIC BODY
CORPORATE

Kelth Anderson, CRA
Associate Director, Division of Sponsored Research

By: *Kelth Anderson*
Rebecca Puig, Director
Division of Sponsored Research
University of South Florida

Approved as to Form and
Legal Sufficiency

Henry W. Lavandera
Henry W. Lavandera
Attorney USF

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: *[Signature]*
County Attorney

By: *[Signature]*
Michael L. Rodriguez, Executive Director
Criminal Justice Commission