

ATTACHMENT D

INSURANCE REQUIREMENTS

The following insurance requirements are included in this agreement:

The FUNDS RECIPIENT shall obtain and maintain at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better. Within ten (10) calendar days of executed Agreement, the FUNDS RECIPIENT shall provide the COUNTY with properly executed and approved Certificates of Insurance to evidence compliance with the insurance requirements of the agreement. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). A copy of the endorsement(s) referenced in paragraph three (3) for Additional Insured shall be attached to the certificate(s).

No Services shall commence under this agreement unless and until the required Certificate(s) of Insurance are received and approved by the COUNTY. Approval by the COUNTY of any Certificate of Insurance does not constitute verification by the COUNTY that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Agreement. COUNTY reserves the right to require a certified copy of the entire insurance policy, including endorsements, at any time during the Agreement period.

If any insurance provided pursuant to the Agreement expires prior to the expiration of the Agreement, renewal Certificates of Insurance and endorsements shall be furnished by the FUNDS RECIPIENT to the COUNTY at least thirty (30) days prior to the expiration date.

FUNDS RECIPIENT shall also notify COUNTY within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said FUNDS RECIPIENT from its insurer. Notice shall be given by certified mail to: Pinellas COUNTY Risk Management Department, 400 South Fort Harrison Ave., Clearwater, Florida 33756; and nothing contained herein shall absolve FUNDS RECIPIENT of this requirement to provide notice.

Should the FUNDS RECIPIENT, at any time, not maintain the insurance coverages required herein, the COUNTY may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the COUNTY and charge the FUNDS RECIPIENT for such purchase. The COUNTY shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the COUNTY to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.

The COUNTY reserves the right, but not the duty, to review and request a copy of the FUNDS RECIPIENT's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.

Each insurance policy shall include the following terms and/or conditions in the policy:

- (1) The Named Insured on the Certificate of Insurance must match the entity's name that is signing the Agreement.
- (2) Companies issuing the insurance policy, or policies, shall have no recourse against COUNTY for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of the FUNDS RECIPIENT.
- (3) The term "COUNTY", or "Pinellas COUNTY" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of COUNTY and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas COUNTY.
- (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by COUNTY or any such future coverage, or to COUNTY's Self-Insured Retentions of whatever nature.
- (5) All policies shall be written on a primary, non-contributory basis.
- (6) The insurance requirements for this Agreement, which shall remain in effect throughout its duration, are as follows:

Property Insurance FUNDS RECIPIENT is required to provide an evidence of property coverage in an amount of \$100,000 or more for the duration of the agreement. Property coverage form is special form including wind perils. Evidence of coverage must name Pinellas County as loss payee.