

**FLORIDA LEAGUE OF CITIES  
SPONSORED INSURANCE PROGRAMS  
DECLARATIONS**

**I. DESIGNATED MEMBER:** CareerSource Palm Beach County

Address: 3400 Belvedere Road  
West Palm Beach, FL 33406

**II. COVERAGE PERIOD**

From October 1, 2023 to October 1, 2024  
12:01 A.M. Standard Time at the address of the Designated Member.

**III. AGREEMENT NUMBER**

Florida Municipal Insurance Trust (FMIT)                    FMIT #1230

**IV. COVERAGES INCLUDED**

Workers' Compensation

**V. ESTIMATED ANNUAL PREMIUM**

Normal Premium	Expense Constant	Incentive Credit	Service Fee	Net Premium
\$67,986	\$160	\$(13,629)	\$2,726	\$57,243



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Signature of Authorized Representative

October 1, 2023

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Date

**FLORIDA MUNICIPAL INSURANCE TRUST  
WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE AGREEMENT  
DECLARATIONS**

**I. DESIGNATED MEMBER:**

**Agreement No.:** FMIT #1230

CareerSource Palm Beach County

**II. GOVERNMENT DESCRIPTION**

Other

**III. COVERAGE PERIOD**

From 10/01/2023 to 10/01/2024 12:01 A.M. Standard Time at the address of the Designated Member

**IV. A. Workers Compensation Insurance:** Part One of the Agreement applies to the Workers Compensation Law of the state of Florida:

**B. Employers Liability Insurance:** Part Two of the Agreement applies to work in each state listed in item IV.A. The limits of our liability under Part Two are:

Bodily Injury by Accident \$1,000,000 each accident

Bodily Injury by Disease \$1,000,000 policy limit

Bodily Injury by Disease \$1,000,000 each employee

**C. Other States Insurance:** if any

**D. This Agreement includes these endorsements and schedules:** See Schedule D

**V. ESTIMATED ANNUAL PREMIUM**

Florida Municipal Insurance Trust (FMIT)

Normal Premium	Expense Constant	Incentive Credit	Service Fee	Net Premium
\$67,986	\$160	\$(13,629)	\$2,726	\$57,243

**Florida League of Cities Sponsored Insurance Programs Since 1977**

THIS DECLARATIONS AND THE SUPPLEMENTAL DECLARATIONS, TOGETHER WITH THE COMMON CONDITIONS, COVERAGE FORM(S) AND ENDORSEMENTS COMPLETE THE ABOVE NUMBERED AGREEMENT.

**FMIT WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGES**

October 1, 2023 - October 1, 2024 Scheduled Coverage Forms List

CareerSource Palm Beach County, FMIT #1230

**Schedule D**

Form #	Description
FMIT COND 1019	Conditions of Coverage
FMIT WC EL 1015	Coverage Agreement - Workers Compensation and Employers Liability
FMIT WC EMF 1016	Experience Rating Modification Factor Endorsement
WC 00 00 01A 1002	Workers Compensation Schedule
WC 09 04 03 C 0121	Florida Terrorism Risk Insurance Extension Act Endorsement
WC 00 03 11 A	Voluntary Compensation and Employers Liability Coverage Endorsement

## FLORIDA MUNICIPAL INSURANCE TRUST

### CONDITIONS OF COVERAGE

As a Member of the Florida Municipal Insurance Trust, Member agrees to abide by all requirements, terms and conditions authorized by, and set forth within, the Agreement and Declaration of Trust creating the Trust, including the following generally applicable conditions of coverage:

#### I. CONDITIONS

- A. The Member agrees in the event of payment of any loss by the Trust on behalf of the Member, the Trust shall be subrogated to the extent of such payment to all the rights of the Member against any party or other entity legally responsible for damages resulting from said loss, and in such event, the Member hereby agrees, on behalf of itself, its officers, employees, and agents to cooperate with and otherwise assist the Trust as may be necessary to effect any recovery sought by the Trust pursuant to such subrogated rights and to do nothing that will impair the rights of the Trust herein described. The Member further agrees, the Trust shall control all aspects of subrogation recovery efforts. In its discretion, the Trust may seek recovery of the applicable Member deductible or self-insured retention and in such event, will return to the Member the proportionate amount of the Member deductible or self-retention, less the proportionate amount of attorney's fees and related costs incurred by the Trust to effect the recovery.
- B. The Member agrees the Board of Trustees, its Administrator, and any of their other agents, servants, employees or attorneys, shall be permitted at all reasonable times and upon reasonable notice to inspect the property, work places, plants, works, machinery and appliances covered pursuant to this Agreement or any other agreement, certificate, document, or other instrument executed by the Member and the Trust pursuant to this Agreement, and shall be permitted at all reasonable times while the Member participates in the Trust, to examine the Members' books, vouchers, contracts, documents and records of any and every kind which show or tend to show or verify any loss that may be paid or may have been paid by the Trust on behalf of the Member pursuant to this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Trust pursuant to this Agreement, or which show or verify the accuracy of any contribution which is paid or payable by the Member pursuant to the terms of this Agreement, or any other agreement, certification, document or any other instrument executed by the Trust and the Member pursuant to this Agreement. The Member further agrees that in the event of a significant loss occurrence affecting insured property or premises, FMIT or its agents are expressly authorized to enter the insured property and premises to perform loss assessment, adjustment and related activities. However, neither the Trust, its Board of Trustees, its Administrator, nor any of their agents, servants or employees will have any liability to the Member or others because of any inspection or failure to inspect.
- C. The Member shall make prompt payment of all contributions as required by the Board of Trustees, said contributions to be determined by said Board. Contribution requirements may be estimated based on Member-provided information and subject to change pursuant to final audit. The Member shall fully cooperate with auditors of the Trust to promptly determine final audited contributions. Any disputes concerning contributions shall be resolved after payment. Any objections concerning the final

audited contribution shall be filed within 60 days of billing of the final audited contributions. After that time, the final audited contribution amount shall be considered final.

D. Members' duties after loss:

1. give the Trust prompt written notice of any accident, occurrence or potential claim along with all relevant information concerning the claim. The Member shall have a continuing duty to provide to the Trust all relevant information promptly as the Member becomes aware of such information; and
2. cooperate fully with the Trust in defense or settlement of claims or opposition to claims bills, and in the enforcement of any right of contribution or indemnity; and
3. forward to the Trust every notice, demand, summons or other process served upon the Member relating to any occurrence, and take no further action concerning the occurrence without the approval of the Trust or the servicing agent; and
4. take reasonable steps to prevent additional or cumulative bodily injury, personal injury or property damage from or arising out of the same or similar conditions or circumstances; and
5. not engage in settlement negotiations as to any claim or suit, and the Trust shall have no obligation to pay the amount of any settlement negotiated or agreed upon by a Member without prior written approval by the Trust or the servicing agent; and
6. agree to take all reasonable actions, where appropriate, which shall facilitate settlement of claims; and
7. agree to responsible counsel selected by the Trust to defend the claim and agree not to use the City Attorney or any other in-house or contract attorney used ordinarily by the Designated Member as general counsel to its operations to defend said action, unless otherwise provided in this Trust Agreement; and
8. keep all bills, receipts and related documents that establish the amount of loss; and
9. furnish a complete inventory of the lost, damaged and destroyed property, showing in detail the quantity and amount of loss claimed under the valuation provision of the Coverage Agreement; and
10. promptly separate the damaged property from the undamaged property, and keep it in the best possible order for examination; and
11. take all reasonable steps to protect the covered property from further damage; and
12. give notice of such loss to the proper authorities if the loss may be due to a violation of the law; and
13. refrain from any intentional efforts (whether by statements, actions or agreements) that: (1) harm, undermine, injure or conflict with the known legal strategy put forth by the Trust; (2) that are against the Member's self-interest or the interest of the Trust; (3) that are contrary to the Member's pecuniary or proprietary interest, or that of the Trust; or (4) that tend to subject the Member or the Trust to liability or expand existing liability;

E. Transfer of Member's rights and duties under this Agreement.

Members' rights and duties under this Agreement may not be transferred without our written consent. This applies to all coverages under this Agreement or any that may be added after the effective date of this Agreement.

Should the Members' rights and duties be transferred to a legal representative, they may act

only within their scope of duties with regard to this Agreement. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

- F. Required Member contributions shall be in addition to the deductible amount, if any, as set forth in the declarations to the Coverage Agreement. Where such deductible amount is required, coverages arising under this Agreement shall be in excess of such deductible. The Trust may pay on behalf of the Member all or any portion of the deductible amount and upon notification by the Trust of such payment, the Member shall promptly reimburse the Trust for any portion of the deductible the Trust has paid.
- G. In the event any claim or suit results in liability against the Member for which there is coverage under this Agreement and which is reasonably likely to be submitted to, or is submitted to, the legislative claims bill process in the Florida Legislature, the Member agrees, on behalf of itself, its officers, employees, and agents, that the Trust shall have the right to control its representation in such matter before the legislative branch of the state government. Further, the Member agrees to execute and deliver such instruments and papers as required by the Trust, to cooperate with any attorney or other representative retained by the Trust, to provide relevant testimony if required by the Trust, to do whatever else is reasonably necessary in the interest of defending such claim or suit in the legislative claims bill process and to do nothing that will impair or conflict with the rights of the Trust herein described. Additionally, the Member shall refrain from any intentional efforts (whether by statements, actions or agreements) that harm, undermine, injure or conflict with the known legal or legislative defense strategy being put forth by the Trust, that are against the Member's self-interest, that are contrary to the Member's pecuniary or proprietary interest, or that of the Trust, or that tend to subject the Member or the Trust to liability or expand existing liability.
- H. The Member agrees that in the event of any legal issue between the Trust and any Member requiring disposition by a court of law, including any determinations of whether and/or the extent to which coverage exists, this Agreement, or any other agreement, certificate, document, or other instrument executed by the Trust and the Member pursuant to this Agreement, shall be deemed to have been made in Orange County, Florida and venue shall lie in the appropriate state or federal courts of Orange County, Florida.

**FLORIDA MUNICIPAL INSURANCE TRUST  
COVERAGE AGREEMENT  
WORKERS COMPENSATION AND EMPLOYERS LIABILITY**

**I.** In consideration of the payment of the contributions and the covenants and agreements set forth in the COVERAGE AGREEMENTS, in reliance upon the statements of the APPLICATION, the DECLARATIONS, and all terms, conditions, limits and other provisions of the COVERAGE AGREEMENT, the Trust agrees with the Member as to the following:

**LIMITS OF LIABILITY**

Regardless of the number of (1) Members under this Agreement, (2) persons or organizations who sustain injury or damage, or (3) claims made or suits brought on account of bodily injury, property damage or personal injury, the liability of the Trust is limited as follows:

The total liability of the Trust applicable to "each person" under all coverages and endorsements for all damages, including but not limited to damage awards for derivative claims, taxable costs, attorneys fees, and prejudgment or post-judgment interest, sustained by one person or organization as the result of any one occurrence shall not exceed the limit of liability stated in the Declarations and endorsements thereto.

The total liability of the Trust applicable to "each occurrence" under all coverages and endorsements for all damages, including but not limited to damage awards for derivative claims, taxable costs, attorneys fees, and prejudgment or post-judgment interest, sustained by more than one person or organization as the result of any one occurrence shall not exceed the limit of liability stated in the Declarations and endorsements thereto.

For the purpose of determining the limit of the Trust's liability, all damages arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

**DEFENSE AND SETTLEMENT**

In addition to the limits of liability the Trust will settle or defend at its own expense, as it considers appropriate, any claim or suit demanding money damages covered by this Agreement. The Trust will defend any suit against a Member which alleges a claim for money damages covered by this Agreement even if such suit is groundless, false or fraudulent. However, the Trust has no duty to defend a Member in any action which on its face alleges facts excluded or not covered by this Agreement.

In the event a suit or other action contains allegations which allege damages which the Trust has a duty to defend and other allegations which allege damages or other relief that the Trust does not have a duty to defend, the Trust will defend all allegations subject to the terms, conditions, limits of liability and exclusions of the Agreement; however, undertaking such defense shall not obligate the Trust to pay any judgments, settlements or awards which a Member becomes legally obligated to pay for allegations to which coverage does not apply. The Trust's duty to defend ends when applicable Limits of Insurance have been exhausted.

## **DEFINITIONS**

**Designated Member**, means the entity, organization or constitutional officer named in Item I. of the Declarations of this Agreement; Designated Member does not include employees or agents of that entity or organization.

**Member**, as used herein means:

1. the Designated Member;
2. while acting within the scope of his employment, any officer, volunteer, servant, or employee of the Designated Member, including elected and appointed officials, and members of Boards or Commissions.

## **II. COVERAGE A - WORKERS COMPENSATION**

- A. The Member and the Trust agree that the Trust will pay any sum a Member becomes legally obligated to pay under the workers compensation laws of the state of Florida, including Employers liability as discussed within Coverage B attached hereto for accidents which occur during the period of this Agreement; and the Trust further agrees to pay all administration assessments as may be required in accordance with Florida Law;
- B. The Trust is to defend in the name of and on behalf of the Members any suits or other proceedings which may at any time be instituted against them on account of injuries or death within the purview of the Florida Workers Compensation Law or on the basis of Employers liability, including suits or other proceedings alleging such injuries and demanding damages or compensation therefore, although such suits, other proceedings, allegations or demands are wholly groundless, false, or fraudulent, and to pay all costs taxed against Members in any legal proceeding defended by the Members, all interest accruing after entry of judgment and all expenses incurred for investigation, negotiation or defense;
- C. Liability of the Trust to the employees of any employer is specifically limited to such obligations as are imposed by the Florida law against the employer for workers compensation and/or employers liability as provided in Coverage B. The Trust's liability is further limited to only the obligations it assumes under this Agreement;
- D. The Member agrees the Trust shall not be liable for any additional compensation imposed by Section 440.54, and Section 440.15 (11), Florida Statutes; and
- E. The Member agrees that the Board is authorized to set aside from the contributions and monies collected a reasonable sum for the operating or administrative expenses of the Trust. All remaining funds collected during any one fiscal year of the Trust shall be set aside and shall be used only for the following purposes: payment of a fee for the administrator and claims agent for said Trust; payment for claims, expenses, payments of compensation to employees covered by this contract, including but not limited to settlements, awards, judgements, legal fees, and costs in contested cases; payment of administrative and other assessments as required by Florida law; payment of cost of all bonds; actuarial, and auditing expenses required of the Trust or its agency or employees under Florida law; or other reasonable operating costs or expenses necessary for the administration of the Trust.

- F. Other States Coverage: The Trust will reimburse the Member for the benefits required by the Workers Compensation law of that state. If the Member has worked on the effective date of this Agreement in any state other than Florida, coverage will not be afforded for that state unless the Trust is notified within thirty (30) days.
- G. This agreement requires you to release certain employment and wage information maintained by the State of Florida pursuant to federal and state unemployment compensation laws except to the extent prohibited or limited under federal law. By entering into this agreement, you consent to the release of the information. We will safeguard the information and maintain its confidentiality. We will limit use of the information to verifying compliance with the terms of the agreement.

### **III. COVERAGE B - EMPLOYERS LIABILITY AGREEMENT**

- A. The Member and Trust agree the following definitions apply to the Employers Liability Agreement unless modified or excluded:
  - 1. "Bodily Injury" means bodily injury, disability, disfigurement, sickness or disease or death resulting there from sustained by any person, and any loss, injury or damages sustained by any other person because of bodily injury, which occurs during the period of this Agreement;
  - 2. "Designated Member" means the entity or organization named in this application. Designated Member does not include employees or agents of the entity or organization; and
  - 3. The term "Member" as used in this part means:
    - (a) The Designated Member;
    - (b) While acting within the scope of his employment, any officer, employee, or volunteer of the Designated Member;
  - 4. "Occurrence", means an event or accident, including continuous or repeated exposure to conditions which result in bodily injury, property damage or personal injury and not arising from any form of intentional misconduct.
- B. The Member and the Trust agree the Trust will pay all sums which a Member becomes legally obligated to pay as damages because of bodily injury to an employee of the Designated Member arising out of and in the course of the injured employee's employment by the Designated Member, provided said bodily injury is covered by this Employers Liability Agreement;
- C. The Member and the Trust agree the Trust will pay damages only to the extent where recovery is permitted by Chapter 440.11, Florida Statutes, and Section 768.28, Florida Statutes, including damages:
  - 1. For which a Member becomes liable to a third party by reason of claim or suit against the Member by the third party to recover the damages claimed against the Member as result of injury to an employee of the Designated Member;
  - 2. For care of loss and loss of services; and

3. For consequential bodily injury to spouse, child, parent, brother, or sister of the injured employee; provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured employee's employment by the Member;
- D. In addition to the limits of liability the Trust will settle or defend at its own expense, as it considers appropriate, any claim or suit demanding money damages covered by this Agreement. However, the Trust has no duty to defend a Member in any action, which on its face alleges facts excluded or not covered by this Agreement;
- E. The Member and the Trust agree regardless of the number of (1) Members under this Agreement, (2) persons or organizations who sustain injury or damage, or (3) claims made or suits brought on account of bodily injury or property damage or personal injury, the liability of the Trust is limited as follows:
  1. The total liability of the Trust under all coverages and endorsements for all damages, including, but not limited to, damages for derivative claims, or taxable costs, attorneys fees, and prejudgment interest or post-judgment interest, sustained by one person or organization as the result of any one occurrence shall not exceed \$1,000,000 bodily injury by accident per accident, \$1,000,000 bodily injury by disease per disease, and \$1,000,000 bodily injury by disease aggregate limits;
  2. The total aggregate liability of the Trust under all coverages for all damages, including, but not limited to damages for derivative claims, or taxable costs, attorneys' fees, and prejudgment interest or post-judgment interest sustained by more than one person or organization as the result of any one occurrence shall not exceed the limit of liability as stated herein as applicable to "each accident or disease;" and
  3. For the purpose of determining the limit of the Trust's liability, all damages arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence;
- F. The Member and the Trust agree that no liability is afforded by the Trust as follows:
  1. To liability assumed by a Member under any contract or agreement;
  2. To any liability arising in whole, or in part out of:
    - (a) Any act or omission of a Member committed while acting outside the course and scope of his employment, or committed in bad faith with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety or property;
    - (b) Any Member obtaining remuneration or financial gain to which the Member was not legally entitled;
    - (c) The willful violation of any federal, state or local law, ordinance or regulation committed by or with the knowledge or consent of any Member; or
    - (d) Malfeasance by any Member;

Except that any fact pertaining to any one Member shall not be imputed to any other Member for the purpose of determining the application of these exclusions;

3. To any liability or injury, sickness, disease, death, or destruction due to the rendering of or failure to render any professional service by any doctor, surgeon, dentist, nurse or agents or employee of a Designated Member;
4. To any liability for punitive or exemplary damages; or any non-compensatory damages or penalties imposed pursuant to any federal or state anti-trust, civil rights, anti-discrimination, or racketeer influence and corrupt organization (RICO) laws;
5. To any damages imposed by act of the Legislature;
6. To bodily injury or property damage for which the Member or his indemnitee may be held liable;
  - (a) As a person or organization engaged in the business or manufacturing, distributing, selling or serving alcoholic beverages, or
  - (b) If not so engaged, as an owner or lessor of premises used for such purposes, if such liability is imposed:
    - i. By, or because of the violation of any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverages, or
    - ii. By reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person.
7. To any liability arising out of any actual or alleged sexual action, abuse, communicable disease or employment related claim, defined for purposes of this exclusion as:
  - (a) Sexual action includes, but is not limited to, any verbal or non-verbal communication, behavior or conduct with sexual connotations or purposes, whether for sexual gratification, discrimination, intimidation, coercion or other purpose, and regardless of whether such action is alleged to be intentional or negligent;
  - (b) Abuse shall include, but is not limited to, the negligent or intentional infliction of physical, emotional or psychological injury or harm to any person or persons in the care, custody, or control of any Member;
  - (c) Communicable disease includes, but is not limited to, Acquired Immune Deficiency Syndrome (AIDS) and any venereal disease; and
  - (d) Employment related claim includes, but is not limited to, claims, accusations or charges of negligent or intentional hiring, placement, training or supervision arising from or related to actual

or alleged sexual action, or any other type of actual or alleged abuse, or a communicable disease;

8. To any liability for injury, loss or damage sustained by any person or entities as a result of exposure to asbestosis or any other disease including mesothelioma and cancer related to asbestos exposure;
9. Bodily injury which is intentionally caused or aggravated by the Member or Members. Coverage is also excluded for any claim alleging gross negligence. Further, cover is also excluded for claims in which it is alleged that the Designated Member or a fellow employee acted in such a manner that it was substantially certain that injury or death would result;
10. Bodily injury to any employee while employed in violation of the law or engaged in any conduct in violation of law with the actual knowledge of any of the executive officers of the Designated Member; and
11. To any obligation imposed by a workers compensation, occupational disease, unemployment compensation or disability benefits law or any similar law.
12. Bodily injury intentionally caused or aggravated by you or which is the result of your engaging in conduct equivalent to an intentional tort, however defined, or other tortious conduct, such that you lose your immunity from civil liability under the workers compensation laws.

**THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ CAREFULLY**

**EXPERIENCE RATING MODIFICATION FACTOR ENDORSEMENT**

**WORKERS' COMPENSATION**

It is agreed the Designated Member's coverage provided by the Coverage Agreement to which this endorsement is attached is amended by the following additional terms and conditions. Unless otherwise specified herein, all terms used in this endorsement shall have the meaning set forth in the Coverage Agreement. In the event of a conflict between any of the terms or conditions of the Coverage Agreement and this endorsement, this endorsement will control how coverage shall be applied. All references to "you" or "your(s)," shall mean the Designated Member, and all references to the "Trust," "we," or "our" shall refer to the Florida Municipal Insurance Trust.

The premium charge calculated for the Coverage Agreement will be adjusted by an experience rating modification factor ("Mod Factor"). If the Mod Factor was not available when the policy was issued, the Mod Factor included at the time of coverage proposal or Coverage Agreement inception, if any, was an estimate.

If a different Mod Factor is later determined to be proper for your workers' compensation coverage, we will apply the proper Mod Factor and any resulting premium change will become a required condition of your Coverage Agreement, applicable according to the following terms:

1. If the Mod Factor adjustment is an increase over the initial Mod Factor, it will apply as of the policy effective date and your premium will be calculated:
  - a. Retroactively to the effective date of the policy or to the anniversary rating date if the adjustment is within the first 90 days of the policy period or the anniversary rating date; or
  - b. On a pro rata basis if the adjustment is more than 90 days after the effective date of the policy or the anniversary rating date;
2. The Mod Factor adjustment will be retroactive to the effective date of the policy period when:
  - a. The change in experience modification is the result of a revision in your classifications; or
  - b. The delay in the calculation of the experience modification is due to your failure to make available all your records for examination and audit as provided in the Coverage Agreement; or
4. If the Mod Factor adjustment is a decrease from the initial Mod Factor, it will apply retroactively to the policy effective date or the anniversary rating date if different from the policy effective date and any resulting premium credit shall be applied accordingly.
5. The due date for any retrospective premium/contribution determined pursuant to this endorsement, any audit or otherwise shall be at the date and time specified in the billing notice issued by FMIT.

<b>WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY</b> <b>EXTENSION OF INFORMATION PAGE</b> <b>ITEM 4. CONTINUED</b>		Policy No. <u>FMIT #1230</u> Page No. <u>1</u>			
<b>CLASSIFICATION OF OPERATIONS</b>	<b>CODE NO.</b>	<b>Estimated Total Annual Remuneration</b>	<b>Rates Per \$100 of Remuneration</b>		<b>Estimated Annual Premiums</b>
			<b>Subject to Modification</b>	<b>All Other</b>	
FL-9 Intrastate I.D.: 097138001 LOC. 1 Employees: 82 NAICS: 921190 Total Payroll: 6,970,430 FL From 10/01/2023 To 10/01/2024					
SALESPERSONS, Collectors or Messengers - OUTSIDE	8742	283,000	0.29000	821	
CLERICAL OFFICE EMPLOYEES NOC	8810	6,632,430	0.15000	9,949	
Buildings - Operation by Owner or Lessee	9015	55,000	3.30000	1,815	
AR Adjustment			1.31210	3,928	
Employer Safety Premium Credit	9765		0.02000	-330	
Drug-Free Workplace Credit	9841		0.05000	-809	
Total After Credits				15,374	
Experience Modification Final	9898		0.84000	-2,460	
Deviation	9036		5.71400	60,877	
STANDARD PREMIUM				73,791	
Advance Discount	0063			-5,805	
Normal Premium				67,986	
Expense Constant	0900				160
Incentive Credit				-13,629	
Service Fee				2,726	
Net Premium				57,243	
Terrorism Risk Insurance Act	9740		-		0

**Florida Terrorism Risk Insurance Program Reauthorization Act Endorsement**

This endorsement addresses requirements of the Terrorism Risk Insurance Act of 2002 as amended by the Terrorism Risk Insurance Program Reauthorization Act of 2019.

**Definitions**

The definitions provided in this endorsement are based on and have the same meaning as the definitions in the Act. If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.

1. "Act" means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments, including any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2019.
2. "Act of Terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States, as meeting all of the following requirements:
  - a. The act is an act of terrorism.
  - b. The act is violent or dangerous to human life, property, or infrastructure.
  - c. The act resulted in damage within the United States, or outside of the United States in the case of the premises of United States missions or certain air carriers or vessels.
  - d. The act has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
3. "Insured Loss" means any loss resulting from an act of terrorism (including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United States missions or to certain air carriers or vessels.
4. "Insurer Deductible" means, for the period beginning on January 1, 2021, and ending on December 31, 2027, an amount equal to 20% of our direct earned premiums during the immediately preceding calendar year.

**Limitation of Liability**

The Act may limit our liability to you under this policy. If aggregate Insured Losses exceed \$100,000,000,000 in a calendar year and if we have met our Insurer Deductible, we may not be liable for the payment of any portion of the amount of Insured Losses that exceeds \$100,000,000,000; and for aggregate Insured Losses up to \$100,000,000,000, we may only have to pay a pro rata share of such Insured Losses as determined by the Secretary of the Treasury.

**Policyholder Disclosure Notice**

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses occurring in any calendar year exceed \$200,000,000, the United States Government would pay 80% of our Insured Losses that exceed our Insurer Deductible.
2. Notwithstanding item 1 above, the United States Government may not have to make any payment under the Act for any portion of Insured Losses that exceed \$100,000,000,000.
3. The premium charged for the coverage for Insured Losses under this policy is included in the amount shown in Item 4 of the Information Page or the Schedule below.

WC 09 04 03 C

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

(Ed. 01-2021)

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**Schedule**

Rate per \$100 of Remuneration

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective 10/01/2023

Policy No. 1230-W23

Endorsement No.

Insured CareerSource Palm Beach County

Premium

Florida Municipal Insurance Trust

Insurance Company

Countersigned by \_\_\_\_\_

**WC 09 04 03 C**

(Ed. 01-2021)

**VOLUNTARY COMPENSATION AND EMPLOYERS LIABILITY COVERAGE ENDORSEMENT**

This endorsement adds Voluntary Compensation Insurance to the policy.

**A. How This Insurance Applies**

This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by an employee included in the group of employees described in the Schedule.
2. The bodily injury must arise out of and in the course of employment necessary or incidental to work in a state listed in the Schedule.
3. The bodily injury must occur in the United States of America, its territories or possessions, or Canada, and may occur elsewhere if the employee is a United States or Canadian citizen temporarily away from those places.
4. Bodily injury by accident must occur during the policy period.
5. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

**B. We Will Pay**

We will pay an amount equal to the benefits that would be required of you if you and your employees described in the Schedule were subject to the workers compensation law shown in the Schedule. We will pay those amounts to the persons who would be entitled to them under the law.

**C. Exclusions**

This insurance does not cover:

1. any obligation imposed by a workers compensation or occupational disease law, or any similar law.
2. bodily injury intentionally caused or aggravated by you.

**D. Before We Pay**

Before we pay benefits to the persons entitled to them, they must:

1. Release you and us, in writing, of all responsibility for the injury or death.
2. Transfer to us their right to recover from others who may be responsible for the injury or death.
3. Cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits of this insurance fail to do those things, our duty to pay ends at once. If they claim damages from you or from us for the injury or death, our duty to pay ends at once.

**E. Recovery From Others**

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we paid. We will pay the balance to the persons entitled to it. If the persons entitled to the benefits of this insurance make a recovery from others, they must reimburse us for the benefits we paid them.

**F. Employers Liability Insurance**

Part Two (Employers Liability Insurance) applies to bodily injury covered by this endorsement as though the State of Employment shown in the Schedule were shown in Item 3.A. of the Information Page.

## Schedule

<b>Employees</b>	<b>State of Employment</b>	<b>Designated Workers Compensation Law</b>
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All officers and employees not subject to the Workers Compensation Law except Masters or members of the crew of any vessel	Florida	State of Hire
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This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement	10/01/2023	Effective Policy No.	1230-W23	Endorsement No.
				Premium \$
Insured:	CareerSource Palm Beach County			
Insurance Company Florida Municipal Insurance Trust				
WC 00 03 11 A (Ed. 8-91)	Countersigned by _____			