COMMUNITY TRANSIT SERVICE AGREEMENT

THIS COMMUNITY TRANSIT SERVICE AGREEMENT (the "Agreement") is entered into on the date fully executed below (the "Effective Date") by and between The Florida International University Board of Trustees, a public body corporate of the State of Florida, ("FIU") and the University City Transportation and Management Association of Sweetwater, Inc., a not-for-profit corporation of the State of Florida, (the "UTMA").

RECITALS

WHEREAS, UTMA was established on May 29, 2015 to develop, operate and manage a smart parking and smart community transit system for all its members; and

WHEREAS, FIU desires to provide its students, faculty and staff the benefit of unlimited access to community transit as a means of commuting between Modesto A. Maidique Campus ("MMC") and FIU’s Engineering Center ("EC"); and

WHEREAS, FIU desires to enter into an agreement with UTMA for the operation of community transit in accordance with and subject to the terms set forth in this Agreement;

NOW THEREFORE, in consideration of the mutual covenants and promises contained below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.

2. Services. During the Term (as defined hereunder), UTMA agrees to perform and provide to FIU students, faculty and staff access to community transit services ("Transportation Services") by transporting FIU students, faculty and staff between MMC and EC based on a schedule to be mutually agreed upon by the parties. The Transportation Services will be similar to the CATS Shuttle services provided by FIU immediately before such Transportation Services begin. Notwithstanding the foregoing, UTMA shall have the right to create and serve additional routes that UTMA deems to best-serve riders and members provided that such additional routes will not adversely affect the provision of Transportation Services, including but not limited to, its schedule.

3. Term. UTMA shall commence its provision of the Transportation Services on January 5, 2017 and continue such services, unless otherwise terminated pursuant to the terms hereof, for a term of three (3) years through January 4, 2020 (the "Term"). This Agreement may be renewed upon the mutual agreement of the parties not less than sixty (60) days before the expiration of the Term.

4. Payment/Maintenance. In exchange for providing the Transportation Services, FIU agrees to pay UTMA an annual fee equal to one hundred thousand and 00/100 dollars ($100,000.00) (the "Transportation Fee") to be paid as follows:
a. For the year 2017, FIU agrees to pay $50,000 to UTMA on or before December 31, 2016 and $50,000 on or before June 30, 2017;

b. For the year 2018, FIU agrees to pay $50,000 to UTMA on or before December 31, 2017 and $50,000 on or before June 30, 2018; and

c. For the year 2019, FIU agrees to pay $50,000 to UTMA on or before December 31, 2018 and $50,000 on or before June 30, 2019.

In order to receive a payment as provided in this paragraph, UTMA must become a registered vendor with FIU and submit invoices for compensation for the Transportation Services at least forty (40) days before the payment is due. Invoice requirements are available on FIU’s Office of the Controller’s Payment Services website. UTMA shall provide FIU the necessary information for payment upon request. FIU will make payment in accordance with FIU Regulation FIU-2202 entitled “Prompt Payment.” FIU shall have the option to make payment to UTMA via FIU’s EFT/ACH payment process.

UTMA shall be responsible to pay for all costs, including, but not limited to, gas, insurance (in accordance with the insurance provisions set forth herein) and maintenance of the Transportation Vehicles (as defined hereunder), related to the provision of the Transportation Services.

5. Transfer of Ownership of Specified Vehicles. As further consideration for providing the Transportation Services, FIU shall, at no cost to UTMA, transfer ownership of the vehicles set forth in the “FIU Vehicles List,” attached hereto and made a part hereof as Exhibit “A” to this Agreement (the “FIU Vehicles”). The transfer of ownership shall occur prior to the commencement of the Term. The FIU Vehicles, together with other vehicles owned and operated by UTMA, shall be used by UTMA to provide the Transportation Services. The FIU Vehicles and the foregoing other vehicles owned and operated by UTMA shall be hereinafter referred to as the “Transportation Vehicles.”

UTMA acknowledges that it has inspected the FIU Vehicles and that it is satisfied that the FIU Vehicles have the capability to accommodate the use contemplated under this Agreement. FIU makes no express or implied warranties as to the condition or performance of the FIU Vehicles. UTMA accepts the FIU Vehicles in “AS IS” condition and assumes any and all risks and liabilities related to the condition and quality of the FIU Vehicles.

Upon the expiration or earlier termination of the Agreement, FIU, upon demand and in its sole and absolute discretion, may require UTMA, at UTMA’s sole cost and expense, to transfer ownership of said FIU Vehicles back to FIU.

6. Drivers/Service Level Requirements/Background Checks. UTMA shall implement all measures to ensure quality of service, professional conduct and safe operations in its provision of the Transportation Services. Prior to the commencement of the Term, UTMA shall provide FIU guidelines specifying the level of service requirements for its operation of the Transportation Services. Such guidelines shall include, but not be limited to, the following requirements: (i) all drivers shall adhere to all applicable laws and FDOT guidelines; (ii) all drivers shall conduct themselves in a professional manner at all times; (iii) all drivers should greet passengers as they
enter the vehicle and shall be knowledgeable of routes and basic route information; and (iv) all drivers should respond to passenger questions in a courteous manner. Service level guidelines shall not be amended unless agreed upon by both parties in writing. Failure to comply with such guidelines may be grounds for barring applicable personnel, at FIU's request, from being assigned by UTMA to provide the Transportation Services, and can be grounds for termination of this Agreement.

Additionally, UTMA shall ensure that a criminal background check and a driving record check has been performed on all of the drivers performing the Transportation Services on behalf of UTMA and that the type and outcome of such checks are adequate and satisfactory for the type of service to be provided by such drivers. UTMA represents and warrants that all of the drivers performing the Transportation Services have undergone the requisite screenings described in this paragraph or will be screened prior to the start of their services and UTMA indemnifies and holds FIU harmless from and against any and all claims, losses or expenses that may arise in connection with the foregoing.

7. **Technology.** During the Term of the Agreement, UTMA agrees to maintain the tracking device provided by Transloc in all of the Transportation Vehicles. The monthly service fee and all costs of maintaining the tracking system software shall be paid by UTMA. Furthermore, UTMA agrees that FIU may install, update and remove in the Transportation Vehicles hardware and/or software related to the Informed Traveler Program and Applications (ITPA) for the purpose of FIU conducting research and/or testing of ITPA. FIU shall have access to the ITPA installed in the Transportation Vehicles as necessary for FIU to conduct its research/testing. No license is granted to UTMA to the ITPA by virtue of this Agreement and UTMA personnel shall not access, remove or modify the ITPA unless given prior written authorization by FIU.

8. **Insurance.** During the Term, UTMA through its transportation provider and at provider's sole cost and expense shall provide and keep in full force and effect, the following insurance policies for the joint benefit of UTMA and FIU, with an insurer reasonably acceptable to FIU:

<table>
<thead>
<tr>
<th>Insurance Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Commercial General Liability</strong></td>
<td></td>
</tr>
<tr>
<td>(a) Bodily Injury &amp; Property Damage</td>
<td>$2,000,000 General Aggregate (minimum)</td>
</tr>
<tr>
<td>(c) Products/Completed Operations</td>
<td>$1,000,000 Each Occurrence (minimum)</td>
</tr>
<tr>
<td>(d) Advertising &amp; Personal Injury</td>
<td>$1,000,000</td>
</tr>
<tr>
<td><strong>Automobile Liability</strong></td>
<td>$1,000,000 combined single limit</td>
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<tr>
<td>(owned/non-owned/leased)</td>
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</tr>
<tr>
<td><strong>Umbrella/Excess Liability</strong></td>
<td>$5,000,000 (each occurrence/aggregate) (minimum)</td>
</tr>
<tr>
<td>(Excess Follow Form)</td>
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</tr>
<tr>
<td><strong>Workers' Compensation</strong></td>
<td>Statutory Limits - State of Florida</td>
</tr>
<tr>
<td>(Waiver of Subrogation)</td>
<td></td>
</tr>
<tr>
<td><strong>Employers' Liability</strong></td>
<td>$1,000,000/$1,000,000/$1,000,000 (minimum)</td>
</tr>
</tbody>
</table>

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The certificate of insurance shall indicate that General Liability and Auto Liability insurance carry an endorsement (no more restrictive than CG 20 10 on the GL policy) which names The Florida International University Board of Trustees, Florida International University, the State of Florida, The Florida Board of Governors, and their respective trustees, directors, officers, employees and agents, as additional insureds. UTMA shall ensure that UTMA’s transportation provider’s policies shall be primary and any insurance carried by FIU shall be noncontributing with respect thereto.

Unless previously authorized by FIU, the policies required above shall be issued on a “first dollar” basis with no deductible or self-insured retention. In the event any of the policies are subject to a deductible or self-insured retention, it is the sole responsibility of UTMA to pay such deductible or self-insured retention and/or ensure that UTMA’s transportation provider pays such deductible or self-insured retention.

The policies shall carry an endorsement to provide thirty (30) days prior written notice to FIU in the event of cancellation or reduction in coverage or amount. UTMA shall provide FIU with evidence of the renewal or replacement of the policies required above within ten (10) days of expiration.

If UTMA’s transportation provider fails to secure and maintain insurance policies complying with the provisions of this Agreement, FIU may immediately terminate this Agreement. UTMA shall do nothing that will adversely affect FIU, in any way, including increasing risks, insurance premiums or liability, and UTMA shall ensure that UTMA’s transportation provider complies with the requirements set forth in this paragraph.

In addition to the insurance required to be obtained and maintained by UTMA’s transportation provider, if UTMA and/or UTMA’s transportation provider assigns any portion of the duties under this Agreement in accordance with the terms thereof, each subcontractor or assignee is required to purchase and maintain insurance coverage that adequately covers each subcontractor’s or assignee’s exposure based on the type of services they are providing in connection with this Agreement.

UTMA’s transportation provider’s procuring of the required insurance shall not relieve UTMA of any obligation or liability assumed under this Agreement, including specifically the indemnity obligations. UTMA and/or UTMA’s transportation provider may carry, at its own expense, such additional insurance, as UTMA and/or UTMA’s transportation provider deems necessary. UTMA and/or UTMA’s transportation provider shall assist and cooperate in every manner possible in connection with the adjustment of all claims arising out of UTMA’s or UTMA’s transportation provider’s operations within the scope provided for under this Agreement, and shall cooperate in all litigated claims and demands arising from said operations, which its insurance carrier or carriers are requested to respond.

The absence of a demand for any type of insurance certificates or policy or insurance condition, or for higher coverage limits shall not be construed as a waiver of UTMA’s and/or UTMA’s transportation provider’s obligations to carry and maintain the appropriate types of
insurances at limits that are appropriate to the liability exposure associated with this Agreement. FIU does not represent that coverage and the limits specified herein will necessarily be adequate to cover UTMA’s and/or UTMA’s transportation provider’s liability.

It shall be the responsibility of UTMA to ensure that UTMA’s transportation provider is fully aware of the obligations arising under this Section and UTMA shall take all commercially reasonable steps to ensure compliance.

FIU, upon request, reserves the right to obtain a copy of the policies requested above.

9. **Termination without Cause.** This Agreement may be terminated by FIU by written notice to UTMA notifying of such intent at least ninety (90) days prior to the effective date of such termination. As provided above, in the event this Agreement is terminated by FIU, FIU, upon demand and in its sole and absolute discretion, may require UTMA, at UTMA’s sole cost and expense, to transfer ownership of the FIU Vehicles back to FIU.

10. **UTMA Default.** If UTMA fails to comply with any material term or condition of this Agreement and/or fails to perform any of its obligations hereunder, as determined by FIU in its sole and absolute discretion, UTMA shall be in default of this Agreement and upon the occurrence of such default which is not cured within ten (10) business days after receipt of notice of default either in writing or via e-mail, FIU, in addition to all remedies available to it by law, may immediately, upon notice to UTMA in writing or via e-mail, terminate this Agreement. As provided above, in the event this Agreement is terminated by FIU, FIU, upon demand and in its sole and absolute discretion, may require UTMA, at UTMA’s sole cost and expense, to transfer ownership of the FIU Vehicles back to FIU.

11. **Reimbursement of Transportation Fee.** Upon termination of this Agreement pursuant to Section 9 or 10 above, without limiting any of FIU’s rights and remedies, UTMA shall reimburse FIU within ten (10) days of the termination notice for any portion of the Transportation Fee previously paid by FIU for the period of time during which the Transportation Services shall no longer be provided to FIU by UTMA as a result of such termination.

12. **Relationship of the Parties.** UTMA is an independent contractor, and neither UTMA nor UTMA’s employees, agents or other representatives shall be considered FIU’s employees or agents. UTMA represents and warrants that it is not on the Convicted Vendor List (see Fla. Stat. § 287.133(2)(a)). UTMA shall not use FIU’s name, trademarks, logos or marks (the “FIU Marks”) without FIU’s prior written approval. Notwithstanding the foregoing, upon receipt of UTMA’s written request, FIU, in its sole and absolute discretion, may permit UTMA to use FIU’s Marks on the Transportation Vehicles provided that the conditions of such use, such as the specifications and manner of use (e.g., size, location and design of such FIU Marks) shall be subject to FIU’s approval in FIU’s sole and absolute discretion. In addition to the foregoing, if FIU approves the use of FIU’s Marks on the Transportation Vehicles, UTMA shall display visible statements on the Transportation Vehicles that FIU does not operate or own the Transportation Vehicles. Furthermore, UTMA shall indemnify FIU against any loss or losses incurred through claims, actions, or lawsuits by third parties against FIU involving or arising from the provision of the Transportation Services as further provided under Section 17 of the Agreement.
13. **Governing Law; Venue.** This Agreement is governed by the laws of the State of Florida and venue of any actions arising out of this Agreement shall be in the state courts of Miami-Dade County, Florida.

14. **Compliance with Laws.** In the performance of this Agreement, UTMA shall, at its own expense, at all times during the Term, comply with all applicable federal, state, and local laws, rules, regulations, ordinances and all other governmental requirements. UTMA acknowledges and agrees that UTMA has and will at all times during the Term maintain all governmental permits, licenses, consents and approvals necessary to perform its obligations under this Agreement.

15. **Compliance with Public Records Law.** FIU is subject to applicable public records laws as provided by provisions of Florida Statutes Chapter 119, and FIU will respond to such public records request without any duty to give UTMA prior notice. If UTMA is a “Contractor” as defined under Section 119.0701, Florida Statutes, UTMA shall comply with all applicable public records laws. Specifically, UTMA shall: (1) keep and maintain public records required by FIU to perform the Transportation Services; (2) upon request from FIU’s custodian of public records, provide FIU with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under that section, or as otherwise provide by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term and following completion of the Agreement if UTMA does not transfer the records to FIU; and (4) upon completion of the Agreement, transfer, at no cost, to FIU all public records in possession of UTMA or keep and maintain public records required by FIU to perform the Transportation Services. If UTMA transfers all public records to FIU upon completion of the Agreement, UTMA shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If UTMA keeps and maintains public records upon completion of the Agreement, UTMA shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to FIU, upon request by FIU’s public records custodian, in a format that is compatible with FIU’s information technology systems. If FIU receives a request for public records, and FIU does not possess such records, FIU shall immediately notify UTMA of such request, and UTMA must provide them to FIU or allow the records to be inspected or copied within a reasonable time. If UTMA does not comply with the request for records, FIU shall enforce the terms of the Agreement, and UTMA may be subject to civil action under Section 119.0701, Florida Statutes, and the penalties outlined under Section 119.10, Florida Statutes. FIU may unilaterally cancel the Agreement for UTMA’s refusal to allow public access to all public records that were made or received in conjunction with the Agreement. This provision shall survive the expiration or earlier termination of this Agreement. **IF UTMA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO UTMA’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 348-1377, BY EMAIL AT recordsmanagement@fiu.edu, OR BY MAIL at 11200 SW 8 ST., GL 460, MIAMI, FLORIDA 33199.**

16. **ADA/Non-Discrimination.** As provided above, UTMA shall comply with all applicable laws in performing the Agreement terms. In connection therewith, UTMA agrees to the following:
a. **Americans with Disabilities Act:** UTMA shall be solely responsible for ensuring that any special assistive or other accommodations are provided for its disabled users of the Transportation Services. In no event shall FIU be required to incur any costs or expenses needed to adapt the Transportation Vehicles, including the FIU Vehicles, for the intended use of such services. UTMA agrees to indemnify and hold FIU harmless from and against any and all liability, fines, suits, claims, demands and actions, costs, attorneys’ fees and expenses of any kind or nature whatsoever for any damages incurred, whether economic, punitive, compensatory or otherwise which may arise in connection with the UTMA’s failure to reasonably accommodate any disabled individual who is a user of such services and from and against any orders, judgments or decrees which may be entered pursuant thereto.

b. **Non-Discrimination:** UTMA represents and warrants to FIU that UTMA does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with UTMA’s provision of the Transportation Services on account of race, color, sex, religion, age, handicap or marital status. UTMA further covenants that no individual shall, solely by reason of his/her race, color, sex, religion, age, handicap, sexual orientation, marital status or national origin, be denied services, or be subject to discrimination in connection with provision of the Transportation Services under this Agreement.

17. **Indemnification.** UTMA shall indemnify, defend and hold harmless Florida International University, the State of Florida, FIU (i.e., The Florida International University Board of Trustees), The Florida Board of Governors, and their respective trustees, directors, officers, agents, employees, contractors, and other representatives (collectively “Indemnitees”) from and against any and all demands, claims, causes of action, fines, penalties, damages (including consequential damages), losses (including death), liabilities, judgments, and expenses (including, without limitation, attorneys’ fees and court costs at all tribunal levels) arising directly or indirectly from:

   a. the provision of the Transportation Services or use of the Transportation Vehicles by UTMA or any person claiming under UTMA;

   b. any acts, omissions, or negligence of UTMA or any person claiming under UTMA or the employees, agents, representatives or contractors of UTMA or any such person;

   c. any breach, violation, or nonperformance by UTMA or any person claiming under UTMA or the employees, agents, contractors or representatives of the UTMA;

   d. any injury or damage to the person, property or business of UTMA, its employees, agents, contractors and/or any other person using the Transportation Services; and/or

   e. any claims losses, or expenses that arise in connection with the cancellation of the Transportation Services due to force majeure events or otherwise.
Nothing in this Agreement shall be deemed to affect the rights, privileges, and immunities of Indemnitees as are provided for by law.

This provision shall survive the expiration or earlier termination of this Agreement.

18. **Limitation of Liability and Assumption of Risk.** In no event shall FIU be liable for personal injury or property damages that occur during or as a result of UTMA's provision of the Transportation Services. UTMA hereby assumes any and all risks of personal injury and property damage attributable to the acts or omissions of UTMA and its officers, employees, agents, subcontractors or persons otherwise acting or engaged to act at the instance of UTMA. This provision shall survive expiration or earlier termination of the Agreement.

19. **Annual Appropriations.** FIU’s performance and obligation to pay under this Agreement is subject to and contingent upon the availability of funds appropriated by the Florida Legislature or otherwise lawfully expendable for the purposes of such Agreement for the current and future periods.

20. **Amendment.** This Agreement may be amended only by written amendments duly executed by the parties.

21. **Waiver.** No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

22. **Successors and Assigns.** This Agreement shall be binding upon the parties hereto, their successors in interest, heirs, assigns and personal representatives.

23. **Legal Fees and Costs.** In the event of any litigation between the parties under this Agreement, each party shall be responsible for its own attorney's fees and costs through trials and appellate levels. The provisions of this paragraph shall survive the expiration or earlier termination or cancellation of this Agreement.

24. **Notices.**

   a. All notices, demands, and requests to replies provided for or permitted by this Agreement shall be in writing and may be delivered by any of the following method: (i) by personal service or delivery; (ii) by registered or certified mail; or (iii) by deposit with an overnight express delivery service.

   b. Notices by personal service or delivery shall be deemed effective at the time of personal delivery. Notices by registered or certified mail shall be deemed effective three (3) business days after deposit with the United States Postal Service. Notices by overnight express delivery service shall be deemed effective one (1) business day after deposit with the express delivery service.

For the purpose of notice:
The address for UTMA shall be:
University City Transportation and Management Association of Sweetwater, Inc.
500 SW 109th Avenue
Sweetwater, Florida 33174
Attn. UTMA Chairperson
Telephone: 305 345-8457

With a copy to:
UTMA Counsel
Victor De Yurre, Esq.
Law Offices
6780 Coral Way
Miami, FL 33155

The address for FIU shall be:
Florida International University
Modesto A. Maidique Campus
Division of Finance and Administration
11200 SW 8th Street, PC 521
Miami, Florida 33199
Attn. Chief Financial Officer/Senior Vice President of Finance & Administration
Telephone: 305 348-2101

With a copy to:
Florida International University
Modesto A. Maidique Campus
Office of the General Counsel
11200 SW 8th Street, PC 511
Miami, Florida 33199
Attn.: General Counsel
Telephone 305 348-2103

25. **Sovereign Immunity.** Nothing in this Agreement shall be construed as an indemnification of UTMA by FIU or as a waiver of sovereign immunity beyond that provided in Florida Statutes §768.28. This provision shall survive the expiration or earlier termination of this Agreement.

26. **Counterparts and Facsimile Signature.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument. To the extent permissible under Florida law, a facsimile/electronic (e.g. sent as a PDF attached to an email) signature shall be deemed to constitute an original signature for the purposes of this Agreement.

27. **Taxes.** UTMA acknowledges sole responsibility for the payment of all applicable federal, state, and local taxes and fees of whatever nature that are associated with the provision of the Transportation Services. UTMA acknowledges that FIU is a tax immune sovereign and exempt from the payment of sales, use or excise taxes.

28. **Force Majeure.** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by reason of fire, storm, explosion, strike, lockout, labor dispute, casualty, accident, lack or failure of sources of supply or labor, fuel supply, acts of God or of the public enemy, hurricane or natural disaster, hurricane warning or hurricane watch issued by the US National Weather Service, tropical storm watch or tropical storm warning issued by the US National Service, riots, or interferences by civil or military authorities in compliance with the laws of the United States of America or the laws, orders, rules and regulations of any governmental authority.
29. **Assignment.** This Agreement may not be assigned by UTMA without the express written consent of FIU. This Agreement shall be binding upon and inure to the benefit of the parties hereto.

30. **Entire Agreement.** This Agreement and any exhibits attached hereto represent the entire agreement between the parties and supersede all prior oral or written statements or agreements.

31. **Severability.** If any part of this Agreement is contrary to, prohibited by, or deemed invalid or otherwise unenforceable under the laws of the State of Florida by a court of competent jurisdiction, such provisions, paragraph, sentence, word or phrase shall be inapplicable and deemed modified in order to conform with Florida law. If not modifiable to conform to such law, then it shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

32. **Authorization.** Each of the parties represents and warrants that (1) the persons executing this Agreement are duly authorized by their respective entities to execute a binding agreement; and (2) this Agreement is the valid and binding agreement of such party, enforceable in accordance with its terms.

*THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.*
The parties have hereto executed this Agreement on the dates set forth with their signatures.

THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES

By: ________________

PRINT NAME & TITLE: Kenneth A. Jesse

DATE: 12-21-2016

UNIVERSITYCITY TRANSPORTATION AND MANAGEMENT ASSOCIATION OF SWEETWATER, INC.

By: ________________

PRINT NAME & TITLE: Amy Gonzales

DATE: 12-28-2016
EXHIBIT "A"
FIU VEHICLES

1. Description of the Acquired Vehicle No. 1.
   Make: GOSH
   Body Type: BU
   Year: 2007
   Vehicle Identification Number ("VIN"): 1FDWE35P17DA43117

2. Description of the Acquired Vehicle No. 2:
   Make: GOSH FORD
   Body Type: BU
   Year: 2007-2010
   Vehicle Identification Number ("VIN"): 1FDWE35PX7DA43116

   1FDWE35PX7DA43116
   KAJ 2-21-2016
TO: University Property Survey Board
TO: Chief Financial Officer & Senior Vice President
Date: 12/21/2016
Relief of accountability is requested for the property listed. I certify that the attached statements are complete and true to the best of my knowledge and belief.
Accountable Officer Name Thomas Hartley Signature

(Effective July 1, 2011, this form is only required for assets with a cost of $5,000.00 or greater.)

<table>
<thead>
<tr>
<th>FIU Tag #</th>
<th>DESCRIPTION</th>
<th>COST</th>
<th>REC'D</th>
<th>REASON**</th>
<th>LAST SEEN</th>
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<tbody>
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<td>123128</td>
<td>BUS NO. 5011 2007 GOSH BU</td>
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<td>UTMA</td>
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</tr>
</tbody>
</table>

1. If reason is STOLEN or LOST, Public Safety/Police Report must be attached and a brief memo indicating corrective action to be taken to prevent this from happening in the future.
2. If CANNIBALIZED, attach a Cannibalization Form.

* Office of Research and Economic Development (ORED) - approval is REQUIRED for grant funded projects ONLY

REPORT OF SURVEY
Request for Retirement of Property
Signature Date 12/21/2016

UNIVERSITY BOARD OF SURVEY
Action-Approved Date

Secretary, David Fletcher
University Property Survey Board

Kenneth Jessell
CFO & Senior Vice President
Florida International University
Business and Finance Date 12-21-16
**CERTIFICATE OF LIABILITY INSURANCE**

**PRODUCER**
Global Affinity Managers, Inc.
909 Castle Point Terrace
Holoken NJ 07030

**INSURED**
Limousines of South Florida, Inc
2766 NW 62nd Street
Miami FL 33142

**CONTACT NAME:** Robert Isacsen
**PHONE:** (201) 744-8395
**EMAIL:** bob@optonline.net
**ADDRESS:**

**INSURER(S) AFFORDING COVERAGE**
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<tr>
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<tr>
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**COVERAGES**

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<tr>
<td>A</td>
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<tr>
<td>B</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>C</td>
<td>$5,000 Deductible</td>
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</tbody>
</table>

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES**

Covering all scheduled vehicles - To be advised
Florida International University is included as Additional Insured

**CERTIFICATE HOLDER**
Florida International University
Att: Kenneth A. Jessell, Ph.D., MBA, Sr VP, Financial Affairs
Florida International University, 500 S.W. 109 Avenue, 2nd Floor
Sweetwater, FL 33174

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**
Robert Isacsen

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### Certificate of Liability Insurance

**Date:** 12/20/2016

**Producer:**
Global Affinity Managers, Inc.
909 Castle Point Terrace
Hoboken, NJ 07030

**Insured:**
Limousines of South Florida, Inc
2766 NW 62nd Street
Miami, FL 33142

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**Coverages**

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<tr>
<th>Insured</th>
<th>Type of Insurance</th>
<th>Addl. Insured Wd</th>
<th>Policy Number</th>
<th>Policy Effective Date</th>
<th>Policy Expiration Date</th>
<th>Policy Limits</th>
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<tbody>
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<td>CLAIMS-MADE Occur</td>
<td>12 CSE $50300</td>
<td>12/20/2016 01/01/2018</td>
<td>Each Occurrence</td>
<td></td>
</tr>
<tr>
<td>C Y</td>
<td>Umbrella Liability</td>
<td>OCCUR CLAIMS-MADE</td>
<td>LHA 074182</td>
<td>12/20/2016 01/10/2018</td>
<td>Each Occurrence</td>
<td></td>
</tr>
<tr>
<td>N/A</td>
<td>Workers' Compensation and Employers' Liability</td>
<td></td>
<td>12 WN $50301</td>
<td>12/20/2016 01/01/2018</td>
<td>PER STATEMENT OTHER</td>
<td></td>
</tr>
</tbody>
</table>

**Description of Operations/Locations/Vehicles:**

Covering all scheduled vehicles - To be advised.

City of Sweetwater is included as Additional Insured.

---

**Certificate Holder**

City of Sweetwater
Att: Mayor Orlando Lopez
500 S.W. 109 Avenue, 2nd Floor
Sweetwater, FL 33174

**Cancellation**

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

**Authorized Representative**

Robert Isacson

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## Certificate of Liability Insurance

**Producer:** Global Affinity Managers, Inc.  
909 Castle Point Terrace  
Hoboken, NJ 07030  

**Insured:** Limousines of South Florida, Inc  
2766 NW 62nd Street  
Miami, FL 33142  

### Coverages

<table>
<thead>
<tr>
<th>Insured</th>
<th>Type of Insurance</th>
<th>Policy Number</th>
<th>Policy Eff Date</th>
<th>Policy Exp Date</th>
<th>Limits</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Commercial General Liability</td>
<td>Y 12 CSE S50300</td>
<td>12/20/2016</td>
<td>01/01/2018</td>
<td>$2,000,000</td>
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<td></td>
<td>Umbrella Liability</td>
<td>Y LHA 074182</td>
<td>12/20/2016</td>
<td>01/10/2018</td>
<td>$4,000,000</td>
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<td></td>
<td>Workers Compensation and Employers' Liability</td>
<td>Y N/A 12 WN S50301</td>
<td>12/20/2016</td>
<td>01/01/2018</td>
<td>$1,000,000</td>
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<tr>
<td></td>
<td>Automobile Physical Damage - Comprehensive and Collision</td>
<td>Y 12 CSE S50300</td>
<td>12/20/2016</td>
<td>01/01/2018</td>
<td>Actual Cash Value, $5,000 Deductible</td>
</tr>
</tbody>
</table>

**Description of Operations / Locations / Vehicles (ACORD 101):** Additional Remarks Schedule, may be attached if more space is required.

Covering all scheduled vehicles - To be advised.

University Transportation Management Association (UTMA) is included as Additional Insured

### Certificate Holder

University Transportation Management Association (UTMA)  
Att: Amy Gonzalez-Hernandez - Chair  
500 S.W. 109 Avenue, 2nd Floor  
Sweetwater, FL 33174

### Cancellation

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

Authorized Representative  
Robert Isacsen

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The ACORD name and logo are registered marks of ACORD.
Mail Lien Satisfaction to: Dept of Highway Safety and Motor Vehicles, Neil Kirkman Building, Tallahassee, FL 32399-5500

Identification Number | Year | Make | Body | WT-L-BHP | Vessel Regis. No. | Title Number
--- | --- | --- | --- | --- | --- | ---
1FDEE3PHPDAD9702 | 2010 | FORD | BU | 8760 | 1047503843

Registered Owner:

FLORIDA INTERNATIONAL UNIVERSITY
11200 SW 8 ST W-2 VEHICLE SERVICES BLDG
MIAMI FL 33199

Mail To:

FLORIDA INTERNATIONAL UNIVERSITY
11200 SW 8 ST W-2 VEHICLE SERVICES BLDG
MIAMI FL 33199-0001

Lien Release
Interest in the described vehicle is hereby released
By: ____________________________
Title: ____________________________
Date: ____________________________

IMPORTANT INFORMATION

1. When ownership of the vehicle described herein is transferred, the seller MUST complete in full the Transfer of Title by Seller section at the bottom of the certificate of title.
2. Upon sale of this vehicle, the seller must complete the notice of sale on the reverse side of this form.
3. Remove your license plate from the vehicle.
4. See the web address below for more information and the appropriate forms required for the purchaser to title and register the vehicle, mobile home or vessel:
   http://www.flhsmv.state.fl.us/html/titlinf.html

Certificate of Title

Identification Number | Year | Make | Body | WT-L-BHP | Vessel Regis. No. | Title Number
--- | --- | --- | --- | --- | --- | ---
1FDEE3PHPDAD9702 | 2010 | FORD | BU | 8760 | 1047503843

Primary Board | Color | Secondary Board | Prev. Use | Prev. State | Prev. Issue Date
--- | --- | --- | --- | --- | ---
PRIVATE | N | N | N | N | N

Mileage Status or Vessel Manufacturer or Owner:

10 MILES 08/09/2010 ACTUAL

Registered Owner:

FLORIDA INTERNATIONAL UNIVERSITY
11200 SW 8 ST W-2 VEHICLE SERVICES BLDG
MIAMI FL 33199

1st Lienholder:

NONE

DIVISION OF MOTOR VEHICLES
TALLAHASSEE FLORIDA

Control Number | 099449716
--- | ---

Carl A. Ford
Director

DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES
JULIA L. JONES
Executive Director

TRANSFER OF TITLE BY SELLER (This section must be completed at the time of sale.)

Federal and state laws require that the seller give the following information, including the vehicle's mileage, to the buyer.

This is required to be free from any fraud except as noted on the face of the certificate and the motor vehicles or vessel described hereby transferred to:

Seller Last Name | Seller First Name
--- | ---

Buyer Last Name | Buyer First Name
--- | ---

Address | Seller Lien Date Sold
--- | ---

If the vehicle is not a used vehicle, the buyer must pay the seller for the motor vehicle or vessel, the transaction is hereby transferred to:

Owner Last Name | Owner First Name
--- | ---

Buyer Last Name | Buyer First Name
--- | ---

Address
---

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

SELLER

Signature Here: ____________________________

BUYER

Signature Here: ____________________________

Notice: Penalty is required by law if not submitted for transfer within 30 days after date of purchase

STATE OF FLORIDA
Mail To:

FLORIDA INTERNATIONAL UNIVERSITY
11200 SW 8TH ST
MIAMI FL 33199-0001

Mail LISATISFACTION to: Dept of Highway Safety and Motor Vehicles, Neil Kirkman Building, Tallahassee, FL 32399-5500

Identification Number: 1FDWE25P17DA432117
Year: 2007
Make: BU
Model: 8918
Vessel Reg. No.: 100174281
Date of Issue: 02/15/2008

Lien Release

Interest in the described vehicle is hereby released

By:

Date:

IMPORTANT INFORMATION

1. When ownership of the vehicle described herein is transferred, the seller MUST complete in full the Transfer of Title by Seller section at the bottom of the certificate of title.

2. Upon sale of this vehicle, the seller must complete the notice of sale on the reverse side of this form.

3. Remove your license plate from the vehicle.

4. See the web address below for more information and the appropriate forms required for the purchaser to title and register the vehicle, mobile home or vessel:
http://www.flhsmv.state.fl.us/htm/vehicle.html

STATE OF FLORIDA

CERTIFICATE OF TITLE

Identity Number: 1FDWE25P17DA432117
Year: 2007
Make: BU
Model: 8918
Vessel Reg. No.: 100174281

FLORIDA INTERNATIONAL UNIVERSITY
11200 SW 8TH ST
MIAMI FL 33199-0001

Rated Owner:

FLORIDA INTERNATIONAL UNIVERSITY
11200 SW 8TH ST
MIAMI FL 33199-0001

1st Lienholder:

NONE

DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES
TALLAHASSEE FLORIDA

TALLAHASSEE:

DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

TRANSFER OF TITLE BY SELLER (This section must be completed at the time of sale.)

Seller Must Enter Purchase Date:

Seller Must Enter Selling Price:

I, the undersigned, declare that the vehicle described herein is in good condition and has not been involved in any accident.

Sellers Must Enter Date Sold:

I hereby certify that the information on this certificate is true and correct.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

NOTICE: $100.00 PENALTY IS REQUIRED BY LAW IF NOT SUBMITTED FOR TRANSFER WITHIN 30 DAYS AFTER DATE OF PURCHASE.

State of Florida

issue Date: 02/15/2008

MILES: 1277

Actual Miles: 02/22/2008

FLORIDA INTERNATIONAL UNIVERSITY
11200 SW 8TH ST
MIAMI FL 33199-0001

NONE

Sellers Must Enter Date Sold:

I hereby certify that the information on this certificate is true and correct.

NOTICE: $100.00 PENALTY IS REQUIRED BY LAW IF NOT SUBMITTED FOR TRANSFER WITHIN 30 DAYS AFTER DATE OF PURCHASE.