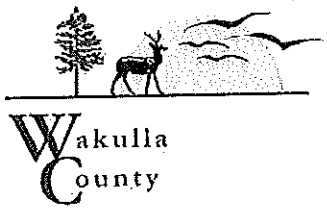
WAKULLA COUNTY
BOARD OF COUNTY COMMISSIONERS



REQUEST FOR PROPOSAL #2011-19
Liability Insurance Coverage & Services (Public Agency Multi-Class Liability, Designated Wrongful Employment Practices Liability and Employee Benefits Errors or Omissions Liability)

RESPONSES ARE DUE BY: September 6, 2011 BY 2:00 P.M.

MAIL OR DELIVER RESPONSES TO:

Wakulla County Board of County Commissioners
Purchasing Office
3093 Crawfordville Highway
PO Box 1263
Crawfordville, FL 32327

Contact: Deborah DuBose at 850.926.9500 or via e-mail at
ddubose@mywakulla.com
850.926.9006 FAX

Wakulla County, Florida is interested in selecting qualified insurance agencies/Public Trusts and/or self-insurance pool organizations to present proposals on providing a fully comprehensive Public Agency Multi-Class Liability, Designated Wrongful Employment Practices Liability and Employee Benefits Errors or Omissions Liability coverage for a two (2) year term with two (2) optional one (1) year extensions, upon mutual consent of the parties, with a maximum period of four (4) years including extensions. Each candidate is being asked to submit a formal written proposal to detail its capabilities in servicing the County. The successful party will provide the professional services described herein in support of the County. Due to the County's insurance needs, it is critical that the County has qualified organizations addressing its insurance needs. The successful party will demonstrate qualifications, experience and abilities to successfully accomplish and support all aspects of the prescribed scope of work.

Requirements for submission and the selection criteria may be obtained on the Wakulla County website at http://www.mywakulla.com. All questions pertaining to this Request for Proposals (RFP) should be directed, in writing, to Debbie DuBose, Purchasing Coordinator, Wakulla County, PO Box 1263, Crawfordville, Florida 32326, by facsimile (850) 926-0940 or by email to ddubose@mywakulla.com. Any addenda to this Request for Proposal (RFP) shall be distributed to vendors on the list Wakulla County distributes for this RFP.

Proposers must submit one (1) response marked "Original" and five (5) copies marked "Copy" for a total of six (6) complete packages of the proposal in a sealed envelope clearly marked on the outside with the Proposer's name and **"Sealed Proposal for Liability Insurance Coverages & Services, Wakulla County, Florida"**, addressed and delivered to:

Wakulla County Purchasing Office
3093 Crawfordville Highway
Crawfordville, FL 32327

All proposals must be received by the County Purchasing Office before 2:00 P.M. on September 6, 2011. Any proposals received after this date and time will be automatically rejected. Materials may be delivered by Certified Mail, Return Receipt Requested, hand-delivered or couriered. Faxed or e-mailed proposals will be automatically rejected. Hand-Delivered Proposals may request a receipt. If sent by mail or by courier, the above-mentioned envelope shall be enclosed in another envelope addressed to the entity and address stated above. Proposers should be aware that certain "express mail" services will not guarantee specific time delivery to Crawfordville, Florida. It is the sole responsibility of each Proposer to ensure their proposal is received in a timely fashion.

All proposals shall remain valid for a period of ninety (90) days beyond the deadline for submission and may be extended beyond that time by mutual agreement. The Board will automatically reject the response of any person or affiliate who appears on the convicted vendor list prepared by the Department of Management Services, State of Florida, under section 287.133(3)(d), Florida Statutes. Wakulla County declares that all or portions of the documents and work papers and other forms of deliverables pursuant to this request shall be subject to reuse by the County.

An award will be made to the Respondent deemed to receive the highest ranking based on the evaluation criteria included in Section 2.0 of this Request for Proposals.

The BOCC reserves the right to reject any and all proposals, to waive informalities in any or all proposals, to re-advertise for proposals, and to separately accept or reject any item or items and to award and/or negotiate a contract in the best interest of the Wakulla County BOCC.

CALENDAR OF EVENTS

All times listed in the Calendar of Events are Eastern Daylight Time.

Release of Invitation to Bid	August 16, 2011
Technical Questions due from prospective Respondents (Fax and e-mail acceptable)	August 23, 2011 @ 5:00 p.m.
Responses to questions due from the BoCC	August 25, 2011 @ 5:00 p.m.
Replies due and opened (FAX NOT ACCEPTABLE)	September 6, 2011 @ 2:00 p.m.
Evaluation Committee Review	September 7-13, 2011
Posting of Rankings	September 15, 2011
Board Consideration of Intended Vendor Award	September 19, 2011
Effective Date of Coverage	October 1, 2011

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SECTION ONE
INSTRUCTIONS TO RESPONDENTS

1.01 DESCRIPTION

The Respondent awarded a contract under this RFP shall provide comprehensive liability insurance coverage for Public Agency Multi-Class Liability, Designated Wrongful Employment Practices Liability and Employee Benefits Errors or Omissions Liability for the Wakulla County Board of County Commissioners and Constitutional Officers, excluding the Sheriff's Office. The County requires that qualified respondents be licensed insurance agents in the State of Florida that are independent and not employees of any insurance company, third party administrative agency or provider network. The insurance agency or self-insurance pool must have not less than 5 years experience in providing insurance services to public sector employers.

1.02 COPIES OF RESPONDING DOCUMENTS

Only complete sets of Responding Documents will be issued and shall be used in preparing responses. The BOCC does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets.

Complete sets of Responding Documents may be obtained in the manner and at the location stated in the Notice of Calling for Proposal.

1.03 PROPOSAL REQUIREMENTS

One (1) original response, marked "Original" and five (5) copies marked "Copy" [six (6) complete packages] of the proposal setting forth qualifications must be received.

1.04 DISQUALIFICATION OF RESPONDENTS

A. NON-COLLUSION AFFIDAVIT: Any person submitting a response to this RFP must execute the enclosed NON-COLLUSION AFFIDAVIT. If it is discovered that collusion exists among the Responders, the response of all participants in such collusion shall be rejected, and no participants in such collusion will be considered in future responses for the same work.

B. PUBLIC ENTITY CRIME: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a response/bid on a contract to provide any goods or services to a public entity, may not submit a response/bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit response/bids on leases or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Category Two: $25,000.00.

C. DRUG-FREE WORKPLACE FORM: Any person submitting a response or proposal in response to this invitation must execute the enclosed DRUG-FREE WORKPLACE FORM and submit it with his response or proposal. Failure to complete this form in every detail and submit it with your response or proposal may result in immediate disqualification of your response.

D. CONFLICT OF INTEREST: Any Respondent who is deemed to have a conflict of interest prohibited by Chapter 112, Florida Statutes, shall be disqualified.

E. PROHIBITED COMMUNICATION: Any form of communication, except for written correspondence, shall be prohibited regarding this particular request for proposals, or any other competitive solicitation between:

1. Any person or person's representative seeking an award from such competitive solicitation; and

2. Any County Commissioner or Commissioner's staff, or any county employee authorized to act on behalf of the Commission to award a particular contract.

For the purpose of this section, a person's representative shall include, but not be limited to, the person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the person.

The prohibited communication shall be in effect as of the date of release of this RFP. The provisions of this section shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, contract negotiations during any public meetings, presentations made to the Board, and protest hearings. Further, the provisions of this section shall not apply to written questions submitted in accordance with this RFP or to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with any employee, County Commissioner, or decision-making board member or selection committee member, unless specifically prohibited by the competitive solicitation process.

The provisions of this section shall terminate at the time the Board, or a County department authorized to act on behalf of the Board, awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.

The penalties for an intentional violation of this article shall be those specified in §125.69(1), Florida Statutes.

1.05 EXAMINATION OF RFP DOCUMENTS

Each Respondent shall carefully examine the RFP and other contract documents, and inform him or herself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress, or performance of the work to be performed under the contract. Ignorance on the part of the Respondent will in no way relieve the Respondent of the obligations and responsibilities assumed under the contract.

Should a Respondent find discrepancies or ambiguities in, or omissions from, the specifications, or be in doubt as to their meaning, Respondent shall at once notify the County Purchasing Office in writing.

1.06 INTERPRETATIONS, CLARIFICATIONS, AND ADDENDA

No oral interpretations will be made to any potential Respondent as to the meaning of the contract documents. Any inquiry or request for interpretation received seven (7) or more days prior to the date fixed for opening of responses will be given consideration. All such changes or interpretation will be made in writing in the form of an addendum and, if issued, will be mailed or sent by available means to all known prospective Respondents prior to the established response opening date. Each Respondent shall acknowledge receipt of such addenda in the space provided in the response form. In case any Respondent fails to acknowledge receipt of such addenda or addendum, the response will nevertheless be construed as though it had been received and acknowledged and the submission of the response will constitute acknowledgment of the receipt of same. All addenda are a part of the contract documents and each Respondent will be bound by such addenda, whether or not received. It is the responsibility of each Respondent to verify all addenda issued have been received before responses are opened.

1.07 GOVERNING LAWS AND REGULATIONS

The Respondent is required to be familiar with and shall be responsible for complying with all federal, state, and local laws, ordinances, rules, and regulations that in any manner affect the work.

1.08 SIGNATURE OF RESPONDENT

The Respondent must sign the response forms in the space provided for the signature. If the Respondent is a professional association or other business entity, the title of the officer signing the response on behalf of the entity must be stated and evidence of the officer's authority to sign the response must be submitted. The Respondent shall state in the response the name and address of each person interested therein.

1.09 SUBMISSION OF RESPONSES

The response shall be submitted in a sealed envelope, which shall be marked so as to clearly indicate its contents and the name of the Respondent. If forwarded by mail, the above-mentioned envelope shall be enclosed in another envelope addressed to the entity and address stated in the Notice of Calling for Proposal, and preferably by special delivery, registered mail; if forwarded otherwise than by mail, it shall be delivered to the same address. Responses will be received until the date and hour stated in the Notice of Calling for Proposal.

Each Respondent shall submit the required evidence of the Respondent's qualifications and experience, as outlined in Section 1.10 and the executed forms set forth in Section 1.04.

1.10 CONTENT OF SUBMISSION

The submission in response to this RFP shall be printed on 8-1/2" x 11" white paper; shall be clear and concise and provide the information requested herein. The response shall be bound, or in a three-ring binder or equivalent folder, and tabbed. Statements submitted without the required information will not be considered. Submissions shall be organized as indicated below. The Respondent should not withhold any information from the written response in anticipation

of presenting the information orally or in a demonstration. Each Respondent must submit adequate documentation to certify the Respondent's compliance with the BOCC's requirements. Respondent should focus specifically on the information requested.

The following information, **at a minimum**, shall be included in the Submittal:

A. Cover Page

A cover page that states "**REQUEST FOR PROPOSAL *FOR LIABILITY INSURANCE COVERAGE & SERVICES*** (Public Agency Multi-Class Liability, Designated Wrongful Employment Practices Liability and Employee Benefits Errors or Omissions Liability)." The cover page should contain Respondent's name, address, telephone number, and the name of the Respondent's contact person.

B. Tabbed Sections

Tab 1. Narrative/Self-Analysis/Statement of Qualifications

The Respondent shall provide a history of the organization, its areas of special expertise, and how the organization will fulfill the needs of the BOCC if awarded a contract pursuant to this RFP process.

Respondents shall include the following information:

1. A description of your organizational structure (i.e., publicly held corporation, partnership, etc.).

2. Confirm that you are a licensed insurance agent or self insurance pool in the State of Florida and provide documentation.

3. Confirm that you serve as an insurance agency independently, and are not employed by a third party administrative agency or provider network.

4. Briefly describe your company's organization, philosophy, and management. Also, please provide a brief company history.

5. Describe your contractual relationships, if any, with organizations or entities necessary for your proposal's implementation (i.e., actuarial services, data information services, etc.).

6. How long has your organization been providing insurance services?

7. How many public sector clients does your firm currently provide insurance services to?

8. What is your firm's scheme of communication and customer service interaction with clients?

9. Indicate the method of service provision your organization would utilize in implementing your proposal.

10. Briefly describe the level of service and support that will be provided to the County by your agency(s) on a day to day basis.

11. How does your firm provide continuing education to ensure that each agent is educated on current market trends and legislative developments?

12. Describe your organization's anticipated involvement in the annual renewal process. Include information regarding process timeframes and negotiation of rates.

13. What makes your organization unique from other organization or services that you feel would be beneficial in helping the County to select an insurance agency.

14. Can your firm provide claims administration?

15. Can your firm provide loss frequency and severity forecasts? Please describe.

16. Can your firm provide loss development and trending analyses?

17. Does your firm have the capability to assist the County in an evaluation of its Risk Management Operation? If yes, please describe your firms' capabilities including how your firm assisted other clients.

Tab 2. References

Each Respondent shall provide at least three (3) public sector references for which the reference is in a position to recommend the organization's qualifications for the same or similar services during the past three (3) years. If no public sector references are available, non-public sector references may be provided. Each reference shall include, at a minimum:

Name and full address of reference organization
Name of Contact person for contract
Telephone number(s)
Date of initiation of contract reference, and time period services were provided
Brief summary of services provided to reference, and comparison of the referenced services to these proposed services
Samples of claims reports.

Tab 3. Staffing

It is anticipated that the primary Respondent indicated in the response to this RFP shall be the primary person providing services to the BOCC, notwithstanding said entity may use staff to prepare work product required to fulfill the contractual obligations to the BOCC. Respondent shall include a list of the proposed staff positions and employees that will provide the work required if awarded this contract, along with the qualifications and of such staff members.

List the total number of Staff along with the address, telephone number and name of individuals to whom claims should be reported and the procedures to be followed in notifying the insurer.

In addition, the Respondent shall indicate whether any subcontractors will be used and identify such subcontractors.

Tab 4. Pending/Past Litigation

The Respondent shall describe any pending litigation in which the Respondent is involved as a result of provision of any services which are described herein. The Respondent shall describe any litigation in which the Respondent has been involved with or against Wakulla County or the Wakulla County BOCC within the past five (5) years.

Tab 5. BOCC Response Forms

Respondent shall complete and execute the response/bid forms specified below and found at the designated pages in this RFP, and shall include them in the section tabbed 5:

	Page
Response Form	18
Non-Collusion Affidavit	19
Ethics Clause	20
Conflict of Interest Disclosure Statement	21
Drug Free Workplace Certificate	22
Local Preference Certificate	23
Pricing Information (form is optional)	24

Copies of all professional and occupational licenses shall be included in this section.

Tab 6. Pricing Information

In this section the Respondent shall state proposed pricing information for the insurance coverage's being sought by the County.

It is the County's expectation that insurance fees and commissions will be borne by the selected insurance provider.

Tab 7. Proposed Contract/Insurance Policy

Respondent shall provide a proposed form contract or policy that may be considered by the County. Any proposed contract shall be subject to negotiation with the County and approval by the County in the event Respondent receives an award to provide the required services.

Tab 8. Additional Materials

Each Respondent may, but is not required to, include resumes and any other materials deemed necessary but not otherwise requested (such as promotional literature, white papers, etc.). They should be clearly marked "Additional Materials". Note that these materials may or may not be reviewed by all evaluators and will not be part of the official evaluation except to the extent they support qualification and experience. Any out-of-scope services not covered in other sections should be included here with a description of the personnel likely to be involved.

1.11 MODIFICATION OF RESPONSES

Written modification will be accepted from Respondents, if addressed to the individual and address indicated in the Notice of Calling for Proposal and received prior to response due date and time.

1.12 RESPONSIBILITY FOR RESPONSE

The Respondent is solely responsible for all costs of preparing and submitting the response, regardless of whether a contract award is made by the BOCC.

1.13 RECEIPT AND OPENING OF RESPONSES

Responses will be received until the designated time and will be publicly opened and read aloud at the appointed time and place stated in the Notice of Calling for Proposal. The responses will be sent to the Clerk for the BOCC for dissemination to the BOCC members and the County Attorney for review and selection. No responsibility will be attached to anyone for the premature opening of a response not properly addressed and identified. Respondents or their authorized agents are invited to be present.

1.14 DETERMINATION OF SUCCESSFUL RESPONDENT

The BOCC reserves the right to reject any and all responses and to waive technical errors and irregularities as may be deemed best for the interests of the BOCC. Responses which contain modifications or are incomplete, unbalanced, conditional, obscure, or which contain additions not requested or irregularities of any kind, or which do not comply in every respect with the instruction to Respondents, and the contract documents, may be rejected at the option of the BOCC. Final selection of the successful respondent(s) shall be made by the BOCC at a noticed public meeting.

1.15 AWARD OF CONTRACT

The BOCC reserves the right to award separate contracts for each insurance service area and to waive any informality in any response, or to re-advertise for all or part of the work contemplated. If responses are found to be acceptable by the BOCC, written notice will be given to the selected Respondent(s) of the award of the contract(s).

If the award of a contract is annulled, or the awarded responder fails to execute a contract prior to the date and time indicated by the BOCC, the BOCC may award the contract to another Respondent or the work may be re-advertised or may be performed by other qualified personnel as the BOCC decides.

An award will be made to the Respondent(s) deemed to receive the highest ranking based on the evaluation criteria included in Section 2.0 of this Request for Proposals.

The BOCC also reserves the right to reject the response of a Respondent who has previously failed to perform properly or satisfactorily complete contracts of a similar nature.

1.16 EXECUTION OF CONTRACT

The Respondent to whom a contract is awarded will be required to return to the BOCC four (4) executed counterparts of the approved contract.

1.17 INDEMNIFICATION

A. The Respondent shall defend, indemnify and hold harmless the Wakulla County BOCC from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by BOCC) and any other losses, damages, and expenses (including Respondent or any of its Subcontractor(s) in any tier, occasioned by the negligence, errors, or other wrongful act of omission of the Respondent or its Subcontractors in any tier, their employees, or agents.

B. The first ten dollars ($10.00) of remuneration paid to the Respondent is for the indemnification provided for above.

1.18 LOCAL PREFERENCE IN PURCHASING

A. Unless otherwise prohibited by prevailing law or policy, in the purchasing of, or letting of contracts for procurement of, personal property, materials, contractual services, and construction of improvements to real property or existing structures for which an invitation to bid, request for proposals, or other procurement document is issued, a local preference of the bid price or total score shall be assigned for a local preference to a respondent, as follows:

1. A respondent which has a principal office located within Wakulla County and which satisfies the definition of a "Local Business" as set forth in paragraph B.1., this section shall be given a preference in the amount of five percent (5%) of the bid price or five percent (5%) of the total points available, whichever is applicable.

2. If no Local Business as defined in paragraph B.1., of this section is competing on a project, respondents which satisfy the definition of a "Local Business" as set forth in paragraph B.2., of this section shall be given a preference in the amount of four percent (4%) of the bid price or four percent (4%) of the total points available, whichever is applicable.

3. If no Local Business as defined in paragraphs B.1. or B.2., of this section are competing on a project, respondents which satisfy the definition of a "Local Business" as set forth in paragraph B.3., of this section shall be given a preference in the amount of three percent (3%) of the bid price or three percent (3%) of the total points available, whichever is applicable.

B. "Local Business" means, for the purposes of this section:

1. A business that has a current business tax receipt issued by Wakulla County, if required, and has its principal office located within Wakulla County currently and for the six (6) month period immediately preceding submission of a response to an invitation to bid, request for proposal, or other procurement document; or

2. A business that has both a fixed office or distribution point located in and having a street address within Wakulla County currently and for the six (6) month period immediately preceding the issuance of the invitation to bid or request for proposals or other procurement document by the County and a current business tax receipt issued by the appropriate county for said business, if required; and at least one (1) full time employee whose primary residence is in Wakulla County, or two (2) part-time employees whose primary residences are in Wakulla County, or, if the business has no employees, the business shall be at least fifty (50%) owned by one or more persons whose primary residence is in Wakulla County; or

3. A business that has both a fixed office or distribution point located in and having a street address within Franklin County, Jefferson County, Leon County, or Liberty County currently and for the six (6) month period immediately preceding the issuance of the invitation to bid or request for proposals or other procurement document by the County and a current business tax receipt issued by the appropriate county for said business, if required; and at least one (1) full time employee whose primary residence is in Franklin County, Jefferson County, Leon County, or Liberty County, or two (2) part-time employees whose primary residences are in Franklin County, Jefferson County, Leon County, or Liberty County, or, if the business has no employees, the business shall be at least fifty percent (50%) owned by one or more persons whose primary residence is in Franklin County, Jefferson County, Leon County, or Liberty County.

C. Any respondent claiming to be a Local Business shall so certify in writing to the Purchasing Division. The certification shall provide all necessary information to meet the requirements above. The purchasing agent shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a respondent is a Local Business.

D. The preference of 3%, 4%, or 5% in an invitation to bid or other procurement not using points-based evaluation criteria shall be applied and deducted from the total amount of the bid price. The preference of 3%, 4%, or 5% of the total points available in a request for proposals or other procurement using points-based evaluation criteria shall be applied and added to the total points received by a respondent.

E. If, after application of the local preference there is a tie between two respondents, the award of the project will go to the Local Business.

SECTION TWO
SCOPE OF SERVICES AND EVALUATION CRITERIA

2.01 SCOPE OF SERVICES

ESSENTIAL SERVICES
Wakulla County is interested in receiving proposals for Multi-Class Liability, Designated Wrongful Employment Practices Liability and Employee Benefits Errors or Omissions Liability insurance services. A complete and detailed premium analysis calculation to include all discounts and deviations is required for each of the following:

- **MULTI-CLASS LIABILITY** (see attached existing policy)
  Coverage should include "Bodily Injury" and "Property Damage" Liability with the following (minimal) limits:

$3,000,000	Coverage Part Aggregate
$1,000,000	General Liability Per Occurrence
$200,000	Florida Liability Per Occurrence
$100,000	Florida Liability Per Occurrence
$50,000	Fire Damage Per Occurrence

  DEDUCTIBLE of $5,000 for Bodily Injury, Property Damage, Personal Injury and Advertising Liability, E&O and Civil Rights Liability.

- **DESIGNATED WRONGFUL EMPLOYMENT PRACTICES LIABILITY** (see attached existing policy)
  Coverage should include the following limits of liability:

$1,000,000	Coverage Part Aggregate
$1,000,000	Designated Wrongful Employment Practices Liability Per Occurrence
$200,000	Florida Liability Per Occurrence
$100,000	Florida Liability Per Person

  DEDUCTIBLE of $5,000 for all Designated Wrongful Employment Practices Liability

- **EMPLOYEE BENEFITS ERRORS OR OMISSIONS LIABILITY** (see attached existing policy)
  Coverage should include the following limits of liability:

$1,000,000	Coverage Park Aggregate
$1,000,000	E&O Per Occurrence
$200,000	Florida Liability Per Occurrence
$100,000	Florida Liability Per Person

  DEDUCTIBLE of $1,000 for all E&O coverages.

Minimum coverage limits and policy coverage's should match existing policy (refer to attached existing policy), however, the County is interested in receiving additional coverage limit and deductible proposals.

- **ADDITIONAL SERVICES**

  In addition to the above coverage, the County is interested in agencies/public trusts or self-insured organizations that offer one or more of the following services:

  - On and Off-Site Educational Classes and/or Workshops relating to employment practices and risk management issues.
  - Commissioner Training as it relates to the Florida Sunshine Law, Public Records & Ethics.
  - Personnel Audits to help the County comply with FLSA & FMLA Requirements.
  - On-Line or in-person training relating to Sexual Harassment; wrongful terminations and discrimination, model HR policies.
  - Methods to help the County with loss prevention strategies to avoid taking legal action.

  Provision of insurance services to the County under any agreement ensuing from this proposal will also entail the following, at a minimum:

  1. Auditing resulting contracts for accuracy of coverage, term and conditions.
  2. Assistance in determining specifications for future insurance coverage.
  3. Analyzing claims history and insurance utilization at least quarterly.
  4. Meeting with county administrative staff as needed.
  5. Provision of a key contact person to be available to answer questions and resolve issues that arise during the year regarding contract administration and service provisions.

2.02 EVALUATION CRITERIA

Proposals will be evaluated using the following criteria:

Level of Service (Your firms ability to provide a level of service sufficient to meet the County's needs as stated in the SOW)	20
Experience and Qualifications of Organization (Extent and success of previous work your firm has provided to organizations similar in nature and size to the County).	15
Presentation, both written proposal and oral (The proposal itself as an example of your firm's work product)	10
Additional Services (Your firms ability to provide any or all of the additional services listed in the SOW)	20
Cost Proposal	30
Local Preference	5
TOTAL POINTS	**100**

OPTIONAL INTERVIEW

The evaluation committee will review all proposals submitted. After reviewing the proposals, staff may, at its discretion, invite to interview and demonstrate performance (at Respondent's expense, at a location identified by the County), one or more of the Respondents whose proposals appear to best meet the County's requirements. The purpose of such an interview would be for all Respondents to elaborate upon their proposal before a recommendation for ranking of the proposals is made. If interviews are desired, no preliminary ranking will be made by the County prior to conducting interviews. Interview responses and performance during the interview, along with the written proposal and samples (if any), will become part of the Respondent's submission to be evaluated pursuant to the evaluation criteria. The County reserves the right to short-list Respondents for further consideration.

SECTION THREE
RESPONSE/BID FORMS

RESPONSE FORM

RESPONSE TO: Request for Proposal
Insurance Coverage & Services
WAKULLA COUNTY PURCHASING DEPARTMENT
3093 Crawfordville Highway
CRAWFORDVILLE, FLORIDA 32327

I acknowledge receipt of Addenda No(s) _____

I have included:
Statement of Qualifications/Narrative _____
References _____
Staffing Information _____
Description of Pending/Past Litigation (if any)___
Response Form ____
Non-Collusion Affidavit _____
Ethics Clause _____
Conflict of Interest Disclosure Statement _____
Drug Free Workplace Certificate _____
Local Preference Certificate _____
Pricing Information ____
Proposed Policy ____

In addition, I have included a current copy of the following professional and occupational licenses:

_____

(Check mark items above, as a reminder that they are included.)

Mailing Address: _____Telephone: _____

_____ Fax: _____

_____Date: _____

By signing and submitting this Proposal, I am certifying that (a) I am a citizen of the United States; (b) I am not a member or an employee of any taxing authority; and (c) I do not represent any property owner in an administrative or judicial review of property tax issues.

Signed: _____ Witness: _____
(Seal)

_____
(Name)

_____
(Title)

NON-COLLUSION AFFIDAVIT

I, _____ of the County of _____ according to law on my oath, and under penalty of perjury, depose and say that:

1. I am _____.

of the firm of _____

in response to the Notice for Calling for Proposal for:

RFP-2011-19 - Liability Insurance Coverage & Services and that I executed the said proposal with full authority to do so.

2. This response has been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to qualifications or responses of any other responder or with any competitor; and no attempt has been made or will be made by the responder to induce any other person, partnership or corporation to submit, or not to submit, a response for the purpose of restricting competition;

3. The statements contained in this affidavit are true and correct, and made with full knowledge that Wakulla BOCC relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

_____ _____

(Signature of Responder) (Date)

STATE OF: _____

BOCC OF: _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____ _____ who, after first being sworn by me, (name of individual signing) affixed his/her signature in the space provided above on this _____ day of _____ 20____.

_____

NOTARY PUBLIC

My Commission Expires: _____

ETHICS CLAUSE

The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____	_____
Signature	Date
_____	_____
Name of Authorized Individual	Name of Company/Organization
	_____
	Address of Company/Organization
	_____

CONFLICT OF INTEREST DISCLOSURE STATEMENT

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Respondents must disclose with their bids whether any officer, director, employee or agent is also an officer or an employee of the Board of County Commissioners. All firms must disclose the name of any state officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent's firm or any of its branches or affiliates. All Respondents must also disclose the name of any employee, agent, lobbyist, previous employee of the Board, or other person, who has received or will receive compensation of any kind, or who has registered or is required to register under section 112.3215, Florida Statutes, in seeking to influence the actions of the Board in Connection with this procurement.

Names of Officer, Director, Employee or Agent that is also an Employee of the Board:

_____ _____

_____ _____

Name of a County Employee that owns 5% or more in Respondent's firm:

_____ _____

_____ _____

Not applicable: _____

_____
Name

_____
Company

_____
Date

DRUG FREE WORKPLACE CERTIFICATION

In order to have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees from drug abuse violations.
3) Give each employee engaged in providing the commodities or contractual services that are under this solicitation a copy of the statement specified in subsection (1) above.
4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under this solicitation, the employee will abide by the terms of the statement and will notify the employee of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.
5) Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

VENDOR_____TITLE_____

AUTHORIZED SIGNATURE_____DATE _____

LOCAL PREFERENCE CERTIFICATE

I, the undersigned do hereby certify that _____ (Company name) qualifies as a local business based on the language and conditions present in Paragraph (B) of Appendix A of the Invitation to Bid documents. This business qualifies based on the criteria set forth in (check one):

1. Paragraph (B)(1) _____. Please attach a copy of local business tax receipt.
2. Paragraph (B)(2) _____. Please attach documentation reflecting satisfaction of the criteria in Paragraph (B)(2).
3. Paragraph (B)(3) _____. Please attach documentation reflecting satisfaction of the criteria in Paragraph (B)(3).

I understand that false certification of this qualification may result in my company's bid being rejected.

By: _____

Name: _____

Title: _____

Date: _____

PRICING INFORMATION

NAME OF RESPONDENT: _____

BILLING ADDRESS: _____

_____

	COVERAGE AMOUNT	DEDUCTIBLES	FY 11-12	FY 12-13
PUBLIC AGENCY MULTI-CLASS LIABILITY				
DESIGNATED WRONGFUL EMPLOYMENT PRACTICE				
EMPLOYEE BENEFITS – ERRORS OR OMISSIONS				
CRIME				

See copies of existing policies

Use of this form is OPTIONAL. However, coverage, deductibles and prices by the respondent must include the information above. Attach additional information if necessary.

Responder's Signature: _____

Date: _____

REQUEST FOR PROPOSAL CHECKLIST

Please ensure that all items have been checked before submitting request for qualification. Submit this checklist as the last page of your response.

- ☐ Cover Page

Tabbed Sections:

- ☐ Tab 1. Narrative/Self-Analysis
- ☐ Tab 2. References
- ☐ Tab 3. Staffing
- ☐ Tab 4. Pending/Past Litigation
- ☐ Tab 5. BOCC Response Forms
- ☐ Tab 6. Pricing Information (Use of Form optional so long as information is included)
- ☐ Tab 7. Proposed Contract/Insurance Policy
- ☐ Tab 8. Additional Materials

SECTION FOUR
ATTACHMENT SECTION

Attachment 1: Copy of Current Policy
Attachment 2: Claims Activity Report

ATTACHMENT 1
COPY OF CURRENT POLICY

FLORIDA ASSOCIATION OF COUNTIES TRUST

Tallahassee, Florida
hereinafter called "FACT"

COMMON COVERAGE AGREEMENT FORM

FLORIDA PUBLIC AGENCY SPECIFIED LIABILITY COVERAGE AGREEMENT
(The "Coverage Agreement")

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For and in consideration of the premium paid by the Member and the mutual covenants and agreements in this Coverage Agreement, the Member, all other insureds, and FACT agree as follows:

SECTION I - PRELIMINARY ITEMS

A. THIS COVERAGE AGREEMENT IS DESIGNED SOLELY FOR FLORIDA COUNTIES AND OTHER PUBLIC AGENCIES. ITS PROVISIONS ARE NOT THE SAME AS COMMERCIAL INSURANCE POLICIES FOR INDIVIDUALS, BUSINESS CORPORATIONS, OR OTHER ORGANIZATIONS. VARIOUS PROVISIONS IN THIS COVERAGE AGREEMENT RESTRICT COVERAGE. THERE ARE DISCLAIMERS, WAIVERS OF LIABILITY, AND REQUIREMENTS TO MEDIATE AND ARBITRATE DISPUTES. READ THE COVERAGE AGREEMENT CAREFULLY TO DETERMINE RIGHTS, DUTIES, AND WHAT IS AND IS NOT COVERED.

B. THIS COVERAGE AGREEMENT IS ISSUED UNDER, PURSUANT TO, AND SUBJECT TO THE AGREEMENT AND DECLARATION OF TRUST, (THE "TRUST") OF WHICH THE MEMBER IS A SIGNATORY AND WHICH IS MADE A PART OF THIS COVERAGE AGREEMENT BY REFERENCE. FACT IS A FLORIDA PUBLIC AGENCY RISK POOL.

C. THIS COVERAGE AGREEMENT IS NOT AN INSURANCE POLICY, AND THE COVERAGE PROVIDED BY FACT IS NOT INSURANCE. THE USE OF WORDS SUCH AS "INSURED" IN THIS COVERAGE AGREEMENT IS FOR CONVENIENCE OF REFERENCE ONLY AND IS NOT INTENDED TO INDICATE OR SUGGEST THAT INSURANCE IS BEING PROVIDED.

D. Coverage Parts in Coverage Agreement

Unless otherwise provided by endorsement to this Coverage Agreement, this Coverage Agreement includes only those Coverage Parts:

1. Which are attached hereto at the inception of this Coverage Agreement; and
2. Which are described in the attached Common Coverage Agreement Declarations as being included in this Coverage Agreement.

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SECTION II - COMMON COVERAGE AGREEMENT DEFINITIONS

A. Defined Words used without quotation marks

Throughout this Coverage Agreement the following words and phrases will be used without quotation marks, but these words and phrases will always have the meaning stated in the following definitions.

1. The words **"you"** and **"your"** refer to the Member shown in the Common Coverage Agreement Declarations.
2. The words **"we," "us,"** and **"our"** refer to FACT.
3. The word **"insured"** means any person or organization qualifying as such under Who is an Insured Section or Subsection of the Coverage Part.
4. The phrases **"this coverage"** and **"this Coverage Part,"** mean the coverage or Coverage Part, respectively, in which the phrase is located. Sometimes, those phrases are used in more general Coverage Agreement provisions. When this happens, refer to the paragraph or Section in which the phrase is located for the reference to the specific coverage or Coverage Part to which the phrase refers.
5. The phrase **"Limits of Liability"** means the Limits of Liability Section of the Coverage Part and Limits of Liability set forth in the Declarations and Schedules of that Coverage Part.
6. The phrase **"Limit of Liability"** means the applicable Limit of Liability, referred to in the text accompanying that phrase, which is described in the Limits of Liability Section of the Coverage Part.
7. The phrase **"Supplementary Payments,"** means the Supplementary Payments Section or Subsection of the applicable Coverage Part.

B. Defined Words used with quotation marks

The following definitions apply throughout the Coverage Agreement when the defined word or phrase is used with quotation marks. If a different definition of the same word or phrase used with quotation marks is provided in a specific Coverage Part or endorsement thereto, such different definition shall apply to such Coverage Part.

1. **"Action"** means any formal or informal;
   - **a.** Court,
   - **b.** Administrative,
   - **c.** "Arbitration,"
   - **d.** Mediation, or
   - **e.** Other

   proceeding, hearing, or other process or activity, one of the purposes of which is to:
   - **a.** Resolve a dispute or disagreement, or
   - **b.** Obtain or recover any money or other property, or
   - **c.** Require the taking, modification, or cessation of any act or omission.

   Without implied limitation, "action" also includes a "suit."

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2. a. **"Advertising injury"** means injury arising out of one or more of the following "occurrences":

   (1) Slander or libel of a person or organization or disparagement of a person's or organization's goods, products or services;

   (2) Violation of a person's right of privacy;

   (3) Misappropriation of advertising ideas; or

   (4) Infringement of copyright, title or slogan,

   caused solely by an "advertisement" by you.

   b. For purposes of this definition, "advertisement" means an oral or written publication, by means of paid:

   (1) Print;

   (2) Electronic broadcast; or

   (3) Telecast,

   media announcements made for the purpose of calling widespread attention to your goods, products, or services.

   c. Misappropriation of advertising ideas does not include misappropriation, utilization, or publication of trade secrets, inside or confidential information, or trade marks.

3. **"Affected"** means acted upon or influenced so as to produce a change, effect, result, or consequence.

4. **"Applicant for employment"** means an individual who has made a written or oral application for employment by you or an individual that would or may have made application for employment by you, but did not or may not have made such application because of one or more "wrongful employment practices" by an insured.

5. **"Appointed official"** means an individual appointed by:

   a. Resolution or other written order of your governing board; or

   b. Written order of one of your officials with lawful authority to so appoint,

   to an office created by resolution or ordinance of your governing board or by statute The appointed official shall be considered an official on the date the appointment resolution is enacted or the order is executed or on such later date as the resolution or order provides.

6. **"Arbitration"** means a dispute resolution proceeding provided for by contract between two or more parties in which the dispute is resolved by a single individual or panel of individuals who are not acting as judicial officers of any court. "Arbitration" also includes any proceeding defined as "arbitration" by any applicable statute or regulation.

7. **"Assault and battery"** means "bodily injury" expected or intended from the standpoint of the insured.

8. **"Auto"** means a land motor vehicle, trailer, or semitrailer designed for travel on public roads but does not include "mobile equipment." For purposes of physical damage coverage, "auto" shall include any "permanently attached equipment," but shall not include removable equipment or supplies.

9. **"Auto pollutants"** means those "pollutants" identified in subparagraphs **a.** and **c.** of the definition of "pollutants."

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10. **"Benefits"** means perquisites, fringe benefits, payments in connection with an "employee benefit program" and any other payment, other than salary or wages, to or for the benefit of your employee or former employee caused by, resulting from, or arising out of the employment relationship, or, with respect to an "applicant for employment" with you, which would have been caused by, resulted from or arisen out of the employment relationship if the "applicant for employment" had become your employee.

11. **"Bodily injury"** means bodily injury, sickness, or disease sustained by a person, including death resulting from any of these at any time.

12. **"Chemical compounds" mean any:**

    a. Naturally occurring substance; or

    b. Artificial or synthetic substance (whether or not intentionally created), containing two or more elements:

    (1) Whether in gaseous, liquid, or solid form;

    (2) Whether or not chemically combined; and

    (3) Whether or not combined or existing in fixed proportions.

13. **"Civil Rights Statutes"** means the following listed statutes:

    United States Code, Title 42, Section 1981

    United States Code, Title 42, Section 1982

    United States Code, Title 42, Section 1983

    United States Code, Title 42, Section 1985

    United States Code, Title 42, Section 1986.

14. **a.** As respects coverage of the liability of an insured or the defense of an insured against a "suit" or other "action,"

    "Claim" means an assertion or allegation by a person or entity, or their representative, that the insured is legally obligated to pay such person or organization "damages" or "other covered costs and expenses."

    "Claim" does not include a labor or grievance "arbitration" or other grievance "action" subject to or provided for in a collective bargaining agreement.

    b. As respects coverage of any other covered payment or reimbursement to you under a coverage of this Coverage Agreement which covers such "loss, "Claim" means a written assertion by you or your representative that an "occurrence" has occurred that has resulted in or may result in such "loss" or other covered payment or reimbursement to you and that this Coverage Agreement provides some coverage of such "loss" and/or other covered payment or reimbursement to you.

15. **"Constitute"** means to make up or be the components or elements of.

16. **"Contaminant"** means a substance which coats, colors, discolors, fades, degrades, decays, spoils, fouls, taints, or makes impure, unclean, unfit for use, or radioactive.

17. **a.** **"Covered auto pollution cost or expense"** means any cost or expense arising out of:

    (1) Any request, demand, or order; or

    (2) Any "claim" or "suit" by or on behalf of a governmental authority, other than you, demanding

    that the insured test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of "auto pollutants" which have or are alleged to have escaped, seeped, migrated, or which have been or are alleged to have been discharged, dispersed, or released from a covered "auto."

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b. "Covered auto pollution cost or expense" does not include any cost or expense arising out of the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, or escape of "auto pollutants":

(1) That are, or that are contained in, any property that is:

(a) Being transported or towed by, handled, or handled for movement into, onto, or from the covered "auto";

(b) Otherwise in the course of transit by or on behalf of the insured;

(c) Being stored, disposed of, treated, or processed in or upon the covered "auto"; or

(2) Before the "auto pollutants" or any property in which the "auto pollutants" are contained are moved from the place where they are accepted by the insured for movement into or onto the covered "auto"; or

(3) After the "auto pollutants" or any property in which the "auto pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of, or abandoned by the insured; or

(4) Which "constitute" the exhaust gases or emissions of the engine of the covered "auto."

c. Paragraph **b.(1)**, above, does not apply to fuels, lubricants, fluids, exhaust gases, or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic, or mechanical functioning of the covered "auto" or its parts, if:

(1) The "auto pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive, or dispose of such "auto pollutants"; and

(2) The "bodily injury," "property damage," or "covered auto pollution cost or expense" does not arise out of the operation of any equipment listed in paragraphs **f.(2)** or **f.(3)** of the definition of "mobile equipment."

d. Paragraphs **b.(2)** and **b.(3)**, above, do not apply to "occurrences" that occur away from premises owned by or rented to an insured with respect to "auto pollutants" not in or upon a covered "auto" if:

(1) The "auto pollutants" or any covered "auto" in which the "auto pollutants" are contained are upset, overturned, or damaged as a direct result of the mechanical maintenance or use of a covered "auto"; and

(2) The discharge, dispersal, seepage, migration, release, or escape of the "auto pollutants" is caused directly by such upset, overturn, or damage.

18. **"Covered contract"** means:

a. A lease of premises;

b. A sidetrack agreement;

c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a governmental entity, other than you, except in connection with work for a governmental entity;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your governmental operations (including an indemnification of a municipality other than you in connection with work performed for that municipality) under which you assume the "tort liability" of another party to pay for "bodily injury," "property damage," or "personal injury" to a third person or organization; and

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g. That part of any contract or agreement entered into, as part of your governmental operations, pertaining to the rental or lease, by you or any of your employees, of any "auto." However, such contract or agreement shall not be considered a "covered contract" to the extent that it obligates you or any of your employees to pay for "property damage" to any "auto" rented or leased by you or any of your employees.

A "covered contract" does not include that part of any contract or agreement:

(1) That indemnifies any person or organization for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road bed, tunnel, underpass, or crossing;

(2) That indemnifies an architect, engineer, or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs, or specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(3) Under which the insured, if an architect, engineer, or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, or engineering services; or

(4) That indemnifies any person or organization for damage by fire to premises rented or loaned to you; or

(5) That pertains to the loan, lease, or rental of an "auto" to you or any of your employees, if the "auto" is loaned, leased, or rented with a driver; or

(6) That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

19. a. **"Damages"** mean compensatory money damages at law. Without implied limitation, "damages" do not include:

(1) Punitive or exemplary damages;

(2) Civil or criminal penalties or fines;

(3) Taxes;

(4) That portion of any multiplied damage award (for example, double or treble damages) which exceeds the amount multiplied; or

(5) The taking of or forbearing to take any action or actions.

b. "Damages" include "damages" as defined in item **a.**, above, that are claimed by any person or organization for care, loss of services, or death resulting at any time from "bodily injury," "personal injury," "violations of civil, human, or constitutional rights," or "designated wrongful employment practices" which are covered by this Coverage Agreement.

20. **"Designated wrongful employment practice"** means any or all of the following "wrongful employment practices":

a. "Employment Discrimination and Wrongful Employment Termination" by an insured;

b. "Sexual Harassment" by an insured; or

c. Any employment related decision in violation of a federal, state, or local Whistleblower Act or similar statute by an insured.

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21. **"Error or omission"** means a breach of duty by the insured by reason of a negligent:
    a. Act;
    b. Error; or
    c. Omission,

    while acting for you or on your behalf and in the course of or arising out of your operations.

22. **"Employee benefits errors or omissions"** means negligent acts, errors or omissions of an insured in giving counsel for you or to your employees with respect to, interpreting, handling of records in connection with, or effecting enrollment, termination, or cancellation of your employees under an "employee benefit program."

23. **"Employee benefit program"** means one or more of the following programs you have implemented for your employees and which is effective and operating during the term of this Coverage Agreement:
    a. Group life insurance programs;
    b. Group accident or health insurance programs;
    c. Disability benefits insurance programs;
    d. Pension plans;
    e. Workers' compensation insurance programs;
    f. Unemployment insurance programs;
    g. Social security; or
    h. Travel, savings, or vacation plans.

24. **"Employment discrimination and wrongful termination"** means;
    a. Your unlawful failure to consider for employment, hire, or employ an "applicant for employment" by you; or
    b. Your unlawful failure to promote, advance, or reinstate, or unlawful demotion, discipline, or permanent or temporary "employment termination" of any employee of yours,

    because of:
    (1) Race, color, creed, national origin, gender, marital status, sex, religion, age, military service, disability, or handicap;
    (2) Pregnancy; or
    (3) Exercise by your employee of a statutory right set forth in any "employment related law," which statutory right is intended to protect such employee.

25. **"Employment related laws"** means the following laws:
    a. Workers' compensation, unemployment compensation, disability benefits, or social security laws;
    b. The Comprehensive Omnibus Budget Reconciliation Act (COBRA);
    c. The Employees Retirement Income Security Act (ERISA);
    d. The Occupational Safety and Health Act of 1970 (OSHA);
    e. The Federal Employers' Liability Act (FELA);
    f. The Longshoreman's and Harborworkers' Act;
    g. The National Labor Relations Act, the Labor Management Relations Act of 1947, the Federal Fair Labor Standards Act, any state or local labor standards act, or any other law regulating or relating to labor, labor practices or relations, unions, or other labor organizations;

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h. The Family Medical Leave Act;

i. The Workers' Adjustment and Retraining Notification Act;

j. The Employee Polygraph Protection Act of 1988;

k. Any similar federal, state, or local law, ordinance or regulation; or

l. Any amendment to the foregoing described laws.

26. **"Employment termination"** means:

a. The notification by you or on your behalf to your employee that such employee is no longer to be employed by you, whether such notification is effective immediately or in the future; and

b. Constructive discharge of an employee of yours by you.

27. **"Event"** means something that happens in a particular place or places and over a particular period of time. "Event" also includes an omission.

28. **"Exposure" means:**

a. Having come into physical contact with (but not including "sudden" physical contact which causes injury to the body as the result of application of "force");

b. Having ingested, inhaled, absorbed, or otherwise taken in or taken up; or

c. Having come within sufficiently close proximity to:

(1) Be "affected" by; or

(2) Create the perception, concern, or fear that someone or something is or will be "affected" by.

29. **"Financial Impairment"** means your status resulting from:

a. The appointment by any state or federal official, agency, or court of any receiver, conservator, liquidator, trustee, rehabilitator, or similar official to take control of, supervise, manage, or liquidate you; or

b. You becoming a debtor in possession.

30. **"First occurs"** is defined as follows:

a. An "occurrence" "first occurs" at the earliest time of the beginning of:

(1) The happening of the "event"; or,

(2) If there are two or more "related" "events", the happening of the first of the "events"; or

(3) The continuous or repeated "exposure" to substantially the same general harmful conditions,

which "constitutes" or "constitute" an "occurrence."

b. However, if the "event" or "events" which "constitute" the "occurrence" are omissions, the "occurrence" is deemed to "first occur":

(1) As to the failure to enact or otherwise promulgate or enforce or implement laws, ordinances, resolutions, rules, regulations, policies or procedures which are required by state or federal statute or regulation or by well settled case law, on the first day the insured was obligated by that statute, regulation or case law to enact or otherwise promulgate or enforce or implement the law, ordinance, resolution, rule, regulation, policy or procedure.

(2) As to the failure to enact or otherwise promulgate or enforce or implement laws, ordinances, resolutions, rules, regulations, policies or procedures which are not required by state or federal statute or regulation or by well settled case law, on the

first day the insured knew or should have known that the law, ordinance, resolution, rule, regulation, policy or procedure should be enacted, promulgated, enforced, or implemented in order to prevent, reduce to potential of, or mitigate the general kind, class or type of injury or damage which was caused or is alleged to have been caused by such failure.

(3) As to other omissions, including, without implied limitation, two or more "related" omissions, a continuous omission, or repeated omissions resulting in exposure to the same harmful conditions, the first day on which the insured had a legal duty to take action to prevent, reduce the potential of, or mitigate any part of the injury or damage which was caused or is alleged to have been caused by such omission.

31. **"Florida Liability"** means liability for "bodily injury," "property damage," "personal injury," "errors or omissions," "designated wrongful employment practices," "employee benefit errors or omissions," "covered auto pollution cost or expense," or any other loss, damage, or injury, which liability is based on or arises out of Florida Law or Statutes.

32. **"Force"** means any influence that acts to change the motion of an object, either accelerating or decelerating it, including changes in direction of motion.

33. **"Hazardous materials" mean any substance listed or defined in section 101 (14) of the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980.**

34. **"Impaired property"** means tangible property, other than "your product" or "your work," that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate, or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

(1) The repair, replacement, adjustment, or removal of "your product" or "your work"; or

(2) Your fulfilling the terms of the contract or agreement.

35. **"Loading or unloading"** means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto;

b. While it is in or on; or

c. While it is being moved from an:

(1) aircraft;

(2) vehicle, including without implied limitation, any trailer, whether or not attached to another vehicle;

(3) motorized or non motorized on or off road equipment; or

(4) watercraft,

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the:

(1) Aircraft;

(2) Vehicle, including without implied limitation, any trailer, whether or not attached to another vehicle;

(3) Motorized or non motorized on or off road equipment; or

(4) Watercraft.

36. **"Loss"** means accidental loss or damage.

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37. **"Mobile equipment"** means any of the following types of land vehicles, including any attached machinery or equipment:
    a. Bulldozers, farm machinery, forklifts, and other vehicles designed for use principally off public roads;
    b. Vehicles maintained for use solely on or next to premises, other than streets, highways, or roads, you own or rent;
    c. Vehicles that travel on crawler treads;
    d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
        (1) Power cranes, shovels, loaders, diggers, or drills; or
        (2) Road construction or resurfacing equipment such as graders, scrapers, or rollers;
    e. Vehicles not described in **a.**, **b.**, **c.**, or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
        (1) Air compressors, pumps, and generators, including spraying, welding, building cleaning, geophysical exploration, lighting, and well servicing equipment; or
        (2) Cherry pickers and similar devices used to raise or lower workers;
    f. Vehicles not described in **a.**, **b.**, **c.**, or **d.** above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
        (1) Equipment designed primarily for:
            (a) Snow removal;
            (b) Road maintenance, but not construction or resurfacing;
            (c) Street cleaning; or
            (d) Firefighting;
        (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
        (3) Air compressors, pumps, and generators, including spraying, welding, building cleaning, geophysical exploration, lighting, and well servicing equipment.

38. **"Occurrence"** means an "event", including continuous or repeated exposure to substantially the same general harmful conditions. Two or more "related" "events" shall be considered to be one "occurrence."

39. a. **"Other coverage"** means coverage in or under:
        (1) Insurance policies, written or oral insurance binders, insurance cover notes, or other insurance coverage documents or forms;
        (2) Group or joint self-insurance arrangements with other governmental entities or other organizations;
        (3) Risk pools, trusts, intergovernmental cooperation agreements, state or local risk funds or authorities, or other similar programs, whether, in whole or in part, regulated or unregulated; and
        (4) Risk retention groups.

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b. Self insured retentions or deductible amounts to which any of the foregoing are subject shall be considered to be a part of and shall be included in the amount of any "other coverage."

c. "Other coverage" does not include this Coverage Agreement.

40. **"Other coverage provider"** means the provider of "other coverage." If the "other coverage" is subject to a deductible or self insured retention, as to that deductible or self insured retention, the insured under that "other coverage" is the "other coverage provider."

41. **"Other covered costs and expenses"** includes "covered auto pollution cost or expense" and any other cost or expense designated an "other covered cost and expense" in an endorsement to this Coverage Agreement.

42. **"Other covered events"** means acts, errors, or omissions which are designated in an endorsement or Coverage Part to this Coverage Agreement as "other covered events."

43. **"Personal injury"** means injury, other than "advertising injury," caused by and arising out of one or more of the following "occurrences":

a. False arrest, detention, or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling, or premises that a person occupies by or on behalf of its owner, landlord or lessor;

d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products, or services; or

e. Oral or written publication of material that violates a person's right of privacy.

44. **"Petroleum" means:**

a. Crude oil, tar, bitumen, or natural gas, or any fraction thereof,

b. Any petroleum (as defined in item **a.**, above) –based substance comprised of a blend of hydrocarbons derived from crude oil, tar, bitumen or natural gas, through processes of separation, conversion, upgrading, and finishing, such as, without implied limitation, motor fuels, jet fuels, distillate fuel oils, residual fuel oils, lubricants, petroleum solvents, and used oils,

whether or not mixed with other chemical elements or "chemical compounds."

45. **"Pollutants"** means any solid, liquid, gaseous, biological, thermal, or other:

a. irritants;

b. toxicants;

c. toxicoids;

d. mutagens;

e. carcinogens;

f. teratogens;

g. pathogens;

h. infectants;

i. allergens;

j. "contaminants;" or

k. "radiation sources",

whether or not from an industrial source, including, without implied limitation:

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a. Smoke, vapor, soot, fumes, dust, acids, alkalis, chemical elements, or "chemical compounds";

b. Biological compounds, structures, entities, or life forms, whether or not such life forms are living or dead;

c. Solid, liquid, gaseous, biological, thermal, or other waste or waste materials (waste and waste materials include, without implied limitation, substances and materials which are intended to be or have been recycled, reconditioned, or reclaimed); and,

d. Whether or not wholly or partially included in items **a.** through **c.**, above:

(1) "Hazardous materials";

(2) "Petroleum";

(3) Sound or noise;

(4) Light; and

(5) Odor or smell.

46. **a.** **"Products-completed operations hazard"** includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned.

b. "Your work" will be deemed completed at the earliest of the following times:

(1) When all of the work called for in your contract has been completed.

(2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.

(3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair, or replacement, but which is otherwise complete, will be treated as completed.

c. "Products-completed operations hazard" does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle created by the "loading or unloading" of it;

(2) The existence of tools, uninstalled equipment, or abandoned or unused materials;

(3) Products or operations for which the classification in this Coverage Part or in our manual of rules includes products or completed operations.

47. **"Program Documents"** has the meaning as set forth in the "Trust."

48. **"Property damage"** means

a. Physical injury to tangible property, including all resulting loss of use of that property; or

b. Loss of use of tangible property that is not physically injured. Such loss of use shall be deemed to occur at the time the "occurrence" that caused the loss of use "first occurs."

49. **"Radiation source"** means a source of or thing which produces:

a. Electromagnetic radiation of any frequency or frequencies, including but not limited to, Extremely Low Frequency radiation, Radio Frequency radiation, Microwave radiation, Infrared radiation, Visible light, Ultraviolet radiation, or X rays; or

b. Subatomic particles.

50. a. **"Related"** means connected or associated by:

(1) Being a part of a course of conduct or an operation;

(2) Having, being caused by, resulting from, or arising out of common or similar ordinances, resolutions, policies, or procedures; or

(3) Having a common nucleus of operative fact.

b. All "events" alleged by plaintiffs certified as or otherwise determined by a court to be members of a class which have filed a class action shall be considered to be "related." The "events" alleged in the class action shall continue to be considered to be "related," notwithstanding, without implied limitation:

(1) The election by one or more class plaintiffs or potential class plaintiffs to not participate in a class that has been or later becomes certified or to opt out of such a class;

(2) The failure for any reason of the class action to include or name persons or organizations who were or may have been injured or have suffered damage to their property as a result of the same or similar "events"; or

(3) The filing of other "claims" or "suits" with respect to the same or similar "events".

c. Without implied limitation, all "personal injury," "advertising injury," "errors or omissions," "violations of civil, human or constitutional rights," "wrongful employment practices," "employee benefits errors or omissions," or "other covered events" which result or are alleged to result from, be caused by, be allowed by, or arise out of:

(1) The same or similar policies or procedures;

(2) The failure to enforce the same or similar policies or procedures; or

(3) The same or similar lack of lawful policies or procedures,

shall be considered to be "related."

51. **"Securities"** means securities as defined by either the common law or statutes of either the state in which you are domiciled or the federal government. Without implied limitation, "securities" also includes bonds and other evidences of indebtedness issued or held by you or on your behalf or in your care, custody or control.

52. **"Sexual Harassment"** means actual or alleged unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature directed to your employee or official when:

a. Submission to such conduct is made either explicitly or implicitly a term and condition of such employee's or official's employment; or

b. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such employee or official; or

c. Such conduct has the purpose or effect of unreasonably interfering with such employee's or official's work performance or creating an intimidating, hostile, or offensive work environment.

53. **"Sudden"** means happening quickly and abruptly. In no case shall an occurrence happening over a period of more than two hours be considered "sudden."

54. a. **"Suit"** means a civil legal proceeding in a court of the United States of America or any State, Territory, or Commonwealth thereof or Canada or any Province thereof or any political subdivision of any of the foregoing in which:

(1) "Damages" because of "bodily injury," "property damage," "personal injury," "advertising injury," "errors or omissions," "violation of civil, human, or constitutional rights," "designated wrongful employment practice," "employee

benefits error or omissions," "covered auto pollution cost or expense," or "other covered event" to which this Coverage Agreement applies are alleged;

(2) The insured or another person or organization:

(a) Seeks to resolve a dispute relating to the meaning or interpretation of this Coverage Agreement;

(b) Seeks to enforce the provisions of this Coverage Agreement; or

(c) Claims loss, injury, or damage as a result of our or our agents' or contractors' or their respective officers', employees', or directors' actual or alleged actions or inactions with respect to or in the administration of this Coverage Agreement by us; or

(3) The insured, at our request and for us or on our behalf, or we attempt to recover or be compensated for all or part of any payment we have made under this Coverage Agreement.

b. In addition, "suit" means:

(1) An "arbitration" proceeding in which such "damages" are alleged and to which the insured:

(a) Must, by law or by written contract entered into prior to the "occurrence" which is a basis for the "damages" alleged, submit; or

(b) Does submit with our consent; or

(2) Any other alternative dispute resolution proceeding in which such "damages" are alleged and to which the insured submits with our consent.

55. **"Tort liability"** means a liability that would be imposed by law in the absence of any contract or agreement.

56. **"Unused"** means unpaid, whether or not the payment or expected payment has been reserved or otherwise recorded on our books.

57. **"Violation of civil, human, or constitutional rights"** means violation of rights, privileges, and immunities provided by the Constitution, laws, and ordinances of the United States of America or any State, Territory, or Commonwealth thereof or any political subdivision of any of the foregoing.

58. **"Volunteer worker"** means an individual who, prior to an "occurrence" for which a "claim" is made or "suit" is brought, volunteers his or her services in your operations and whose offer of volunteer services you accept by listing such individual on an official roster of "volunteer workers."

59. a. **"Wrongful employment practice"** means any act, error, or omission by or on behalf of an insured which does or may result in injury to:

(1) Your official or employee or an "applicant for employment"; or

(2) Any person or organization making "claim" against an insured which "claim" is derived from, results from, or arises out of such injury to your official or employee or an "applicant for employment."

b. "Wrongful employment practice" does not include:

(1) Any act, error, or omission which causes injury for which compensation or other benefits are payable to any person or organization by the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law; or

(2) Any "employee benefit errors or omissions."

60. a. **"Your product"** means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed, or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or governmental operations or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts, or equipment furnished in connection with such goods or products.

b. "Your product" includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

"Your product" does not include vending machines or other property rented to or located for the use of others but not sold.

61. **"Your property"** means real and personal property owned, rented, or leased by you or under your care, custody, or control.

62. a. **"Your work"** means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts, or equipment furnished in connection with such work or operations.

b. "Your work" includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, or use of "your work": and

(2) The providing of or failure to provide warnings or instructions.

C. Other Defined Words

Other words and phrases, not listed in Section **B.** above, that appear in quotation marks also have special meaning. Refer to the Additional Definitions Section in each Coverage Part or to the paragraph or Section in which the word or phrase is defined and used.

Other words and phrases that are Initial Capitalized may have special meaning. Refer to the text of the Coverage Part for that meaning.

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SECTION III - COMMON COVERAGE AGREEMENT CONDITIONS

The following Conditions apply throughout the Coverage Agreement. If Additional Conditions are provided in a specific Coverage Part or endorsement to such Coverage Part, those Conditions apply to such Coverage Part. If those Additional Conditions are inconsistent with any Generally Applicable Conditions, the Additional Conditions control to the extent of the inconsistency.

1. **Assignment Of Interest**

   Assignment of any interest under this Coverage Agreement shall not bind us without our prior written consent.

2. **Attorney Selection - Consent - Conflicts of Interest - Defense - Good Faith - Transition**

   AS A CONDITION PRECEDENT TO COVERAGE OF ANY "CLAIM," "SUIT," OR "OCCURRENCE" BY OR UNDER THIS COVERAGE AGREEMENT, THE INSURED CONSENTS TO THE FOLLOWING CONDITIONS AND AGREES THAT THE FOLLOWING CONDITIONS SHALL APPLY TO THIS COVERAGE AGREEMENT.

   a. The insured will accept the attorney or attorneys selected and retained by us for the defense of the insured under this Coverage Part.

   b. We:

   (1) Are under no obligation to retain more than one attorney to defend all insureds against all "claims" or "suits" for "damages" or "other covered costs and expenses" caused by, resulting from, or arising out of one "occurrence"; and

   (2) May, and may continue, to administer, manage, and control the defense of the insured whether or not, without implied limitation:

   (i) There is more than one defendant or other insured, covered by us under this and/or any other Coverage Agreement issued by us, against whom "claim" is or may be made or "suit" is or may be brought;

   (ii) There is or may be, or any defendant or other insured perceives or determines that there is or may be, a conflict of interest between or among:

   (A) The insured and us;

   (B) Any two or more defendants and/or other insureds; or

   (C) Such defendants or other insureds and us,

   in or with respect to such "occurrence," "claim," or "suit";

   (iii) We have reserved our rights to deny or limit, in whole or in part, coverage of any insured; or

   (iv) We or the insured file or pursue any "claim," "suit," or other "action" against or with respect to another insured, including, but not limited to, any declaratory judgment "action," any injunctive or other equitable "action," or any "action" which claims or requests money damages.

   c. Notwithstanding the foregoing provisions of this Condition, the insured may, in the insured's discretion, retain counsel (other than the attorney provided by us under this Coverage Agreement) to represent the insured in any "claim" or "suit" with respect to the subject matter of this Coverage Agreement, provided, however, that the cost of such retained counsel and expenses incurred by or on behalf of such retained counsel shall not be covered by this Coverage Agreement and shall be the sole liability of the person or organization retaining such counsel.

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d. If, notwithstanding the foregoing provisions of this Condition, we agree to or are required by any court, regulator or "arbitration" panel to provide one or more attorneys to defend or otherwise represent one or more insureds, in addition to the attorney we select and retain in accordance with the foregoing paragraphs **a.** through **c.**, then our obligation to pay the fees and charges of such additional attorneys shall be limited, subject to applicable Limit of Liability, to the "usual and customary" fees and charges of attorneys usually retained by us for similar defense or other representation. "Usual and customary" for purposes of this paragraph means the median fees and charges paid by us for similar defense or other representation activities in the same general geographic area, as determined and calculated by us.

e. The insured agrees that any action taken by us which is pursuant to and in accordance with this Condition shall be deemed to have been taken in good faith.

f. If there is an exhaustion of the Limit of Liability applicable to any "suit" being defended by an attorney retained by us, so that a transfer of the control of the defense from us to you becomes appropriate and if we have not notified you at least 30 days prior to such exhaustion of the possibility of such exhaustion, we agree to continue the defense of the "suit" during the reasonable period of time, not to exceed 30 days, necessary for you to assume control of the defense. However, you agree that, by so doing, we do not waive or surrender any of our rights including the right to withdraw from the defense of such "suit." You also agree to promptly reimburse us for the expenses we incur in continuing to conduct the defense during the transition period from the time the applicable Limit of Liability is exhausted until the time you have assumed such defense.

g. We are not obligated to notify you or your legal counsel of our settlement or intent to enter into a settlement, in whole or in part, of any "occurrence," "claim," or "suit."

3. Bankruptcy.

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Agreement.

4. Changes

This Coverage Agreement's provisions cannot be amended or waived except by express written endorsement issued by us and made a part of this Coverage Agreement.

5. Duties if there is an "Occurrence," "Claim," "Suit," or "Loss."

a. You must see to it that we are notified as soon as practicable of an "occurrence" which may result in a "claim," "suit," or "loss." To the extent possible, notice should include:

(1) How, when, and where the "occurrence" took place;

(2) The names and addresses of the insured, any actually or allegedly injured persons, and any witnesses; and

(3) The nature and location of any actual or alleged injury or damage arising out of the "occurrence."

b. If a "claim" is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the "claim" or "suit" and the date received; and

(2) See to it that we receive written notice of the "claim" or "suit" as soon as practicable. Your notice must include a copy of the "claim," and/or "suit" and a statement of the date on which the "claim" or "suit" was received or the "claim" was made.

c. The time within which you must notify us of a "claim" made against any insured may be further limited by other provisions of this Coverage Agreement.

d. You and any other involved insured must:

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(1) Immediately send us copies of any demands, notices, summonses, or legal papers received in connection with the "claim" or "suit";

(2) Authorize us to obtain records and other information;

(3) Fully cooperate with us in the investigation, settlement, or defense of the "occurrence," "claim," or "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury, "loss," or damage to which this Coverage Agreement may also apply.

e. If there is an "occurrence," "claim," "suit," or "loss" no insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

f. If there is "loss" to a covered "auto" or its equipment, you must also do the following:

(1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.

(2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the "claim."

(3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.

(4) Agree to examinations under oath at our request and give us a signed statement of your answers.

The existence of a Deductible for any coverage under one Coverage Part of this Coverage Agreement shall not alter or eliminate any of the insured's duties stated above or elsewhere in this Coverage Agreement.

6. **Entire Agreement**

The insured agrees that this Coverage Agreement, the "Trust," and the other "Program Documents" described in the "Trust" embody all agreements existing between the insured and us and any of our agents relating to this Coverage Agreement or the subject matter hereof.

7. **Examination of Your Books and Records**

We may examine and audit your books and records as they relate to this Coverage Agreement at any time during the Coverage Agreement period and up to three years afterward.

8. **Headings, Tables of Contents, and Indexes**

Section, paragraph, and sub paragraph headings in **boldface**; Coverage Agreement, Coverage Part, Coverage Form, and Endorsement headings and names; tables of contents; and indexes are for the convenience of the insured and of us and for reference and designation purposes. They do not amend, modify, expand, limit, or restrict the meaning or interpretation of the terms and provisions of any section, paragraph, or sub paragraph of this Coverage Agreement.

9. **Legal Action Against Us; Mediation of Coverage Agreement Disputes; "Arbitration"; Allocation**

a. **Right to bring "suit" or other "action" or to require us to pay "loss" or "damages" or other payments.**

No person or organization has a right under this Coverage Agreement:

(1) To join us as a party or otherwise bring us into a "suit" or other "action" asking for "damages" from an insured;

(2) To bring a "suit" or other "action" against us on or with respect to this Coverage Agreement unless all of its terms have been fully complied with;

(3) To require us to pay any "loss" or "damages," defend any "suit" or make any payments under Supplementary Payments prior to the time a "claim" is made;

(4) To bring a "suit" or other "action" against us on or with respect to any obligation under any liability coverage until we agree in writing that the insured has an obligation to pay which is covered by this Coverage Agreement or until the amount of that obligation has finally been determined by judgment after actual trial; or

b. Agreed Settlement or Final Judgment

Subject to **c.**, and **d.**, below, a person or organization may sue us to recover on an "agreed settlement" or on a final judgment against an insured obtained after an actual trial; but we will not be liable for "damages" or other costs, expenses, or payments that are not payable under the terms of this Coverage Agreement or that are in excess of the applicable Limit of Liability. An "agreed settlement" means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative.

c. Mediation

Any dispute between an insured and us involving the meaning or interpretation of the Coverage Agreement, other than collection of premiums, deductibles, or self insured retentions by us, shall be submitted to nonbinding mediation prior to commencement of and as a prerequisite to bringing an "arbitration" to resolve such dispute.

If the parties cannot agree upon a mediator, the mediator shall, at the request of either party, be chosen by the American Arbitration Association in accordance with its rules. The parties shall share equally the cost of the mediator. Only one mediation may be requested for each dispute, unless all parties agree to further mediation. A party demanding mediation shall not be entitled to demand or request mediation after an arbitration notification is filed relating to the same facts already mediated. The mediation shall be conducted as an informal process and formal rules of evidence and procedures need not be observed.

d. "Arbitration"

In the event:

(1) That an order of any court with jurisdiction over the FACT program becomes a final and unappealable order which provides, in substance or the effective result of which is, that the power of the FACT Board of Trustees under Sections 5.01 and 5.02 of the "Trust" is limited or restricted in any way that is unacceptable to the Board of Trustees; and

(2) Of any claim, dispute or controversy between or among any of the following persons or organizations, which claim, dispute or controversy could have been resolved by the FACT Board of Trustees under Sections 5.01 and/or 5.02 of the "Trust", but for the effect of said order,

such claim, dispute or controversy shall, only to the extent that the FACT Board of Trustees cannot resolve the claim, dispute or controversy as a result of said order, be resolved by neutral binding arbitration by the National Arbitration Forum, under the Code of Procedure then in effect.

Said claim, dispute or controversy must be against or with respect to FACT, or the Trustees, employees, agents, contractors, or assigns of FACT (and/or their respective officers, board members and employees) or must arise from or relate to this agreement or the relationships which result from this agreement, no matter against whom made, including the applicability of this arbitration provision and the validity of the entire agreement.

Any arbitration hearing at which one of the aforementioned individuals will appear will take place at a location near their home.

Information may be obtained, and arbitration documents may be filed at any National Arbitration office, www.arb-forum.com, or at P.O. Box 50191, Minneapolis, Minnesota 55405.

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This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by and interpreted under the Federal Arbitration Act (FAA), 9 U.S.C. Sections 1-16. Any award of the arbitrator(s) may be entered as a judgment in any court having jurisdiction. In the event a court having jurisdiction finds any portion of this Arbitration Provision unenforceable, that portion shall not be effective and the remainder of the provision shall remain effective. Nothing in this provision shall be construed to prevent either party's use of bankruptcy, replevin, judicial foreclosure or any other prejudgment or provisional remedy relating to any collateral, security or property interests for contractual debts now or hereafter owed by any party to another under this arbitration provision.

THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE DISPUTES THROUGH A COURT AND TO HAVE A JUDGE OR JURY DECIDE THE CLAIM, DISPUTE OR CONTROVERSY TO THE EXTENT THE FACT BOARD OF TRUSTEES CANNOT DO SO UNDER SECTIONS 5.01 OR 5.02 OF THE FACT TRUST, BUT THEY CHOOSE TO HAVE THOSE CLAIMS, DIPUSTES OR CONTROVERSIES DECIDED THROUGH ARBITRATION.

The Florida Arbitration Code, FS 682.01, et seq., shall not apply to this arbitration provision.

The decision of the arbitrator(s) shall be final and binding on all parties to which this arbitration provision applies.

(e) Allocation

(1) If both "damages" or payments under Supplementary Payments covered by this Coverage Part and "damages" or payments under Supplementary Payments not covered by this Coverage Part are incurred, either because a "claim" against an insured includes both covered and uncovered matters or because a "claim" is made against both an insured and others, we and the insureds shall use our best efforts to agree upon a fair and proper allocation of such amount between covered "damages" and payments under Supplementary Payments and uncovered "damages" and payments under Supplementary Payments.

(2) If we and the insured cannot agree as to matters in subparagraph **e.(1)** of this condition prior to a judgment in a "suit" against the insured defended by us which includes the "claims" against the insured, the we and the insured agree that they will, to the extent it is within their control, require that the allocation between covered "damages" and payments under Supplementary Payments and uncovered "damages" and payments under Supplementary Payments is made in such "suit." Such efforts shall include but are not limited to the submission of special interrogatories to the trier of fact in such "suit." Such efforts shall not require us to become a party to such "suit."

(3) Notwithstanding paragraph **e.(2)** of this condition, whether or not we and the insured agree as to matters in paragraph **e.(1)** of this condition or any other matters prior to a judgment in any "suit" in which such issues are decided, we may at any time before or after mediation under paragraph **c.** of this condition settle, in whole or in part, all "claims" or "suits" against any or all insureds. Following such settlement, any dispute between us and the insured as to the proper allocation of covered and uncovered matters under paragraph **e.(1)** of this condition shall be submitted to a nonbinding mediation, in accordance with paragraph **c.** of this condition, prior to the commencement of "arbitration" between the parties in accordance with the provisions of paragraph **d.** of this Condition. In all situations, however, only one mediation as to the same issues shall be required.

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(f) Condition does not invalidate limitations, waivers, and releases

Without implied limitation, this Condition shall not invalidate, limit, or restrict any limitation of liability or damages or any waiver or release of liability in or applicable to this Coverage Agreement.

10. No Obligation To Settle Within Limit of Liability - Excess Or Umbrella Insurance or Coverage.

a. The insured agrees that we make no undertaking to and we are not obligated to:

(1) The insured;

(2) Any excess or umbrella insurer or "other coverage provider" of any insured; or

(3) Any third party claimant or beneficiary of (1) or (2) above

to, without implied limitation:

(a) Settle any "claim" or "suit" within the applicable Limit of Liability of this Coverage Part applicable to any "claim" or "suit" against the insured;

(b) Offer to settle any "claim" or "suit" within the Limit of Liability applicable to any "claim" or "suit" against the insured;

(c) Offer to settle any "claim" or "suit," or to otherwise pay out our funds in a manner most favorable to or not unfavorable to any insured, any excess or umbrella insurer of any insured or any third party claimant or beneficiary thereof;

(d) Advise or notify any excess or umbrella liability insurer of any insured of the existence or status of any "claim" or "suit" against the insured, whether or not covered under this Coverage Agreement;

(e) Coordinate or cooperate with any excess or umbrella liability insurer of any insured in the defense of any "claim" or "suit" against the insured;

(f) Advise any insured of any act or failure to act by any excess or umbrella liability insurer of any insured; or

(g) Advise the insured of the existence, applicability, nature, or other aspects of any coverage provided by any excess or umbrella liability insurer of any insured.

b. The insured undertakes to timely advise any excess or umbrella liability insurer of the insured of the existence of and status of any "claim" or "suit" against the insured which may be covered by such excess or umbrella liability insurer. Notices or other communications from us or any of our agents to such excess or umbrella liability insurer shall not relieve the insured of the obligations of this subparagraph **b.** and shall not create any obligation by us to further communicate with such excess or umbrella liability insurer.

11. No Offset

You shall not offset any amount due and payable to us under this Coverage Agreement for any reason with any amount due and payable to you by us for any reason.

12. No waiver or estoppel

Without implied limitation, neither:

a. The undertaking by us of the investigation of any "occurrence," "claim," or "suit";

b. Our provision of or payment for one or more attorneys to defend the insured;

c. Our otherwise undertaking the defense of an insured; nor

d. Our failure to reserve in writing any or all our rights, exclusions, or privileges under this Policy prior to or contemporaneously with such undertaking, provision, or payment

shall extinguish, limit, waive, or estop us from enforcing any of our rights, exclusions, or privileges under this Policy.

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13. Premiums, Inspection - NO WARRANTY OR REPRESENTATION - WE DO NOT HAVE LIABILITY.

a. We will compute all premiums for this Coverage Agreement in accordance with our rules and rates.

b. Premium shown in the Declarations as Premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to you. If the sum of the advance and audit premiums paid for the Coverage Agreement term is greater than the earned premium, we will return the excess to you. If this Coverage Agreement is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the Coverage Agreement.

c. You must keep records of the information we need for premium computation, and send us copies at such times as we may request.

d. We and our agents or contractors shall be permitted, but not obligated, to inspect or survey "your property" and your operations and interview your officials and employees at any time. It is understood that we and our agents or contractors, though not obligated to make inspections or surveys, take interviews, or provide information, advice, documentation, "claims" or "loss" reports, or other reports, recommendations, materials, equipment, or other property or services, (hereafter collectively referred to as "products or services"), would not provide such "products or services" except on express reliance on the provisions of this Condition of the Coverage Agreement. Such "products and services" are provided solely for our benefit. Without implied limitation, neither our nor our agents' or contractors' right to make inspections or surveys or take interviews nor the making or taking thereof, including the actual or alleged failure to do so, nor the provision of any "products or services" to you or any other insured shall "constitute" an undertaking, to, for or on behalf of the insured or others, to determine, represent, or warrant that:

(1) Any or all of "your property" or operations are safe or healthful or are in compliance with any standard, law, rule, or regulation;

(2) The provision of any such "products or services" or the adoption or following by the insured of any such advice or recommendations will result in reduction or elimination of liability, loss, or damage; or

(3) "Occurrences," "claims," or "losses" and amounts thereof or reserves thereon reported in any "occurrence," "claim," or "loss" report will "constitute" the ultimate or final payments on or with respect to or value or amount of any one or more or all such "occurrences," "claims," or "losses."

e. WE AND OUR AGENTS AND CONTRACTORS MAKE NO WARRANTY OR REPRESENTATION WITH RESPECT TO ANY "PRODUCTS OR SERVICES." THERE IS NO WARRANTY OF ANY KIND, INCLUDING, WITHOUT IMPLIED LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.

f. WE AND OUR OFFICERS, EMPLOYEES, CONTRACTORS AND AGENTS (AND THEIR OFFICERS, EMPLOYEES, AND AGENTS) SHALL NOT BE LIABLE TO YOU OR ANY OTHER INSURED OR OTHERS FOR OR WITH RESPECT TO, AND THE INSURED HEREBY WAIVES ANY AND ALL LIABILITY OF US AND OUR OFFICERS, EMPLOYEES, CONTRACTORS, AND AGENTS (AND THEIR OFFICERS, EMPLOYEES, AND AGENTS) FOR OR WITH RESPECT TO: ANY AND ALL LOSS, INJURY (INCLUDING, WITHOUT IMPLIED LIMITATION, DEATH RESULTING THEREFROM) OR DAMAGE, CAUSED BY OR ARISING OUT OF THE "PRODUCTS OR SERVICES," WHETHER OR NOT CAUSED BY THE SOLE OR PARTIAL NEGLIGENCE OF ANY OF SUCH PERSONS OR ORGANIZATIONS.

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14. Payment of Premiums

You:

a. Are responsible for the payment of all premiums; and

b. Will be the payee for any return premiums we pay.

However, if you have a broker or agent through which your premium was paid, we have the option to pay any return premium to such broker or agent, and if any commission was paid to or deducted by any broker or agent on any premium which is returned to you as return premium, we may first deduct the applicable amount of such commission from the amount of such return premium paid to such broker or you.

15. Representations - Application is a part of this Coverage Agreement

By accepting this Coverage Agreement, you and each person or organization that accepts the benefits of coverage as an insured understands, agrees and represents that:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us either directly or through your authorized representative,

c. The statements in any application for this Coverage Agreement, in which you affirmatively warrant or represent in writing the accuracy and/or completeness of the statements contained therein, are accurate and complete;

d. We have issued this Coverage Agreement in reliance upon the statements in the Declarations and in all applications for this Coverage Agreement which are described in **c.**, all of which statements are material to our acceptance of risk assumed by us by issuing this Coverage Agreement, and

e. All applications for this Coverage Agreement which are described in **c.** are attached hereto by reference and made a part hereof.

16. Separation Of Insureds

Except with respect to:

a. Limits of Liability;

b. Deductible;

c. Common Coverage Agreement Conditions 2, 6, 10,11, 14, 16, 19, 20, 22 and 23;

d. The application of exclusions; and

e. Any rights or duties specifically assigned in this Coverage Agreement to you,

the Coverage Parts in this Coverage Agreement apply separately to each insured against whom "claim" is made or "suit" is brought.

17. Settlements and "Suits"

a. By accepting this Coverage Agreement you and all other insureds recognize and agree that settlement or compromise of "claims" or "suits" may involve payment of moneys and/or the taking of or forbearing to take action by one or more insureds.

b. If:

(1) We recommend in writing to the insured a settlement or compromise of any "claim" or "suit" involving either or both of the following:

(a) The payment of moneys by us; or

(b) The taking or forbearing to take action by one or more insureds;

and

(2) All such insureds do not affirmatively accept such recommendation within 30 days of actual notice of such recommendation to the insureds or within any earlier period requested

by any court and specified in the notice to the insured (referred to in this Condition as the "notice date"),

our liability:

(A) For the "claim" or "suit"; and

(B) For payments under Supplementary Payments (including, without implied limitation, any liability for payment for the costs and expenses of defense of the insured or for prejudgment and postjudgment interest) with respect to such "claim" or "suit"

shall not exceed the sum of:

(i) The amount of payment of moneys by us for which the "claim" or "suit" could have been settled, as set forth in our recommendation to the insured; and

(ii) The costs and expenses incurred by us, up to the "notice date," under Supplementary Payments (including, without implied limitation, any costs, expenses, or other obligations incurred for the defense of the insured) with respect to the "claim" or "suit."

c. Such sum shall not exceed the applicable Limit of Liability (in consideration of the "unused" portion of the Limit of Liability stated in the Declarations) and shall be reduced by any applicable Deductible.

d. Neither this Condition nor any other provision of this Coverage Part shall impose on us any obligation to:

(1) Notify you, your legal counsel, or any other insured; or

(2) Seek your permission, permission of your legal counsel, or the permission of any other insured

prior to any proposal for settlement or actual settlement, in whole or in part, of any "claim" or "suit."

18. Severability

The invalidity or unenforceability of any provision or subprovision of this Coverage Agreement shall not limit or preclude the validity or enforceability of any other provision or subprovision of this Coverage Agreement.

19 Status of Brokers

a. Any licensed insurance agent, broker, or producer (other than our officers, employees, and trustees and officers and employees of our Administrator and its affiliates) who:

(1) Receives any commission or fee on or with respect to:

(a) This Coverage Agreement; or

(b) Services rendered to you by such agent, broker, or producer;

whether such commission or fee is paid by us or by you; or

(2) Otherwise acts as an intermediary or services provider with respect to this Coverage Agreement

shall:

(i) Be your agent, representative, and insurance and risk management expert chosen by you;

(ii) Be referred to hereafter in this Condition as your Broker;

(iii) Have no authority to act for us or on our behalf, including, without implied limitation, any authority to:

adjust or settle claims;

underwrite, price, accept, or bind any risk or exposure; or

issue any Coverage Agreement or Certificate of Coverage.

b. Our Administrator designated in the Common Coverage Agreement Conditions shall be our sole representative. No other person or organization, including without implied limitation, any organizations (and their officers or employees) affiliated with us or our Administrator, shall be our representative or have any authority to act on our behalf.

c. Our sending or other provision of notice, information, data, or documentation to your Broker shall constitute provision of notice, information, data, or documentation to you.

20. Termination or Non-Renewal.

If we decide to terminate or to not renew this Coverage Agreement, we will mail or deliver to you written notice of the termination or non-renewal not less than 30 days before the date of termination or of the expiration date, respectively, except that if the cause of termination is non-payment of premium, written notice shall be mailed or delivered to you not less than 10 days before the date of termination.

If this Coverage Agreement is canceled, we will send you any premium refund due. If we cancel, the refund will be pro rata. If you cancel, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

If notice is mailed, proof of mailing will be sufficient proof of notice.

21. Time or Order of Payment - Aggregate Exhaustion Notice.

a. If more than one "claim" or "suit" is covered by this Coverage Part, we may, in our sole discretion, pay sums, whether as "damages," as payments under Supplementary Payments, or otherwise, in the order we deem appropriate in the exercise of our sole discretion. Without implied limitation, neither the timing nor order of payments by us under this Coverage Part shall operate to:

(1) Increase any Limit of Liability; or

(2) Obligate us to pay any sums in addition to such Limit of Liability.

b. We will notify you of the exhaustion of the Coverage Agreement Aggregate Limit of Liability within a reasonable time after such Limit of Liability has been exhausted. We may, but are not obligated to notify you if we determine that such Limit of Liability may or will become exhausted.

22. Transfer of Your Rights And Duties Under This Coverage Agreement and Transfer of Rights of Recovery against Others to Us

If you or any other insured has rights to recover all or part of any payment we have made under this Coverage Agreement, those rights are transferred to us. The insured must do nothing after the "occurrence" "first occurs" to impair those rights. At our request, the insured will bring "suit" or transfer those rights to us and do everything necessary to help us enforce them.

23. When a "claim" is made

A "claim" is made when the first of the following "events" happen:

a. The first written notice of a "claim" is received by any insured from or on behalf of a person or entity or from any administrative agency advising that such person or entity intends to hold any insured responsible for covered "damages" caused by, resulting from or arising out of "bodily injury," "property damage," "personal injury," "advertising injury," "errors or omissions," "violation of civil, human or constitutional rights," or "other covered events";

b. The first written notice is received by any insured that any judicial, administrative, or "arbitration" "action" has been initiated against any insured seeking to hold any insured responsible for covered "damages" caused by, resulting from or arising out of "bodily injury," "property damage," "personal injury," "advertising injury," "errors or omissions," "violation of civil, human, or constitutional rights," "employee benefits errors or omissions," or "other covered events"; or

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c. We agree with a claimant or potential claimant on a settlement of or with respect to actual or alleged "damages" caused by, resulting from, or arising out of "bodily injury," "property damage," "personal injury," "advertising injury," "errors or omissions," "violation of civil, human, or constitutional rights," "employee benefits errors or omissions," or "other covered events," and the agreement occurs prior to any of the "events" described in subparagraphs **a.** and **b.** of this paragraph.

Initiation or prosecution of a labor or grievance "arbitration" or other labor or grievance "action" subject to or provided for in a collective bargaining agreement does not "constitute" the making of a "claim."

24. You are Agent for All Insureds

For purposes of any matter relating to or arising out of this Coverage Agreement, you are the agent for all insureds under this Coverage Agreement. Any notice given or received by you and any determination, communication, or other action of or by you is binding on all insureds. We may, in our discretion, rely on statements, communications, notices, and other actions of or from you with respect to you or any other insured without confirmation from any other insured.

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SECTION IV - COMMON COVERAGE AGREEMENT EXCLUSIONS

The following Exclusions apply to each Coverage Part. The provisions of a specific Coverage Part or endorsement thereto may, only by specific and express reference to these General Exclusions by their title, amend, modify, limit, or remove such General Exclusion as to a specific Coverage Part or portion thereof.

GENERAL EXCLUSION 1. - "POLLUTANTS," CONTAMINATION, AND "'EXPOSURE' TO 'POLLUTANTS' EXCLUSION'."

a. Coverage Part does not apply

This Coverage Part does not apply to:

(1) **(a)** "Bodily injury";

(b) "Property damage";

(c) "Personal injury";

(d) "Advertising injury";

(e) Loss, injury, or damage arising out of "errors or omissions";

(f) Loss, injury, or damage arising out of "violation of civil, human, or constitutional rights";

(g) Loss, injury, or damage arising out of "designated wrongful employment practices";

(h) Loss, injury, or damage arising out of "employee benefits errors or omissions";

(i) Loss, injury, or damage arising out of "other covered events"; or

(j) Any other loss, injury, or damage,

caused by, resulting from or arising out of the actual, alleged, potential, or threatened emission, discharge, dispersal, seepage, migration, leaching, disposal, release, escape, or existence of pollutants or "'exposure' to 'pollutants'," whether or not such emission, discharge, dispersal, seepage, migration, leaching, disposal, release, escape, existence, or "exposure" occurs or would occur, in whole or in part, inside or outside any building, structure, container, hull, or enclosure.

(2) Any loss, cost, expense payment or other obligation arising out of any direction or request by or for any government, or branch or agency thereof, that the insured or any other person or entity

(a) Stops, controls, or reduces the emission, discharge, escape, release, dispersal, seepage, migration, leaching, disposal, or existence of "pollutants";

(b) Stops, controls, or reduces "'exposure' to 'pollutants'"; or

(c) Tests for, monitors, cleans up, extracts, removes, contains, treats, remediates, detoxifies, or neutralizes "pollutants" or "'exposure' to 'pollutants'."

(3) "Claims" or "suits" arising out of the insured's failure to:

(a) Detect, regulate, control, warn of or prevent acts, operations, or omissions which have caused or may be alleged to have caused the emission of, discharge of, dispersal of, seepage of, migration of, leaching of, disposal of, release of, escape of, existence of, pollutants or "'exposure' to 'pollutants'"; or

(b) Take action or take appropriate action to detect, regulate, prevent, reduce, or control loss, injury, or damage to persons or property resulting from such emission of, discharge of, dispersal of, seepage of, leaching of, migration of, disposal of, release of, escape of, or existence of pollution or "'exposure' to 'pollutants'."

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(4) "Claims" or "suits" arising out of the provision of gas or any other product (including, without implied limitation, "your product") or substance which is or is alleged to contain or to be contaminated or potentially contaminated with "pollutants."

b. "Exposure" from "Your Products" and "Your Work" and Asbestos, Lead, "Hazardous Materials," and "Petroleum" "Exposure."

It is understood and agreed (without implied limitation of Paragraph **a.** of this exclusion), that the phrase "'exposure' to 'pollutants'," when used in this exclusion, includes, without implied limitation, any:

(1) "Exposure" or failure to warn of "exposure" or potential "'exposure' to 'pollutants'":

(a) Whether or not that "exposure" to "pollutants" is caused by or arises out of "your product" or "your work";

(b) Whether or not "your product" is, in whole or in part, fully or finally launched into the stream of commerce; and

(c) Whether or not you or any other insured or any other manufacturer, distributor, handler, or seller of that product has exercised or continues at any time to exercise control over "your product" or "your work"; and

(2) "Exposure" or failure to warn of "exposure" or potential "exposure" to asbestos or substances containing asbestos;

(3) "Exposure" or failure to warn of "exposure" or potential "exposure" to lead or substances containing lead;

(4) "Exposure" or failure to warn of "exposure" or potential "exposure" to "hazardous materials" or substances containing "hazardous materials"; and

(5) "Exposure" or failure to warn of "exposure" or potential "exposure" to "petroleum";

whether or not any "exposure" occurs, in whole or in part, inside or outside any building, structure, container, hull, or enclosure.

c. Exceptions to "Pollutants," Contamination and "'Exposure' to 'Pollutants'" Exclusion.

(1) This exclusion does not apply to "bodily injury," "property damage," or injury caused by "violation of civil, human, or constitutional rights," which is the direct result of:

(a) "Sudden" and immediate physical contact with a person or property which causes injury to the body of that person or physical damage to that property solely by the application of "force" or the fear that such "sudden" and immediate physical contact is about to happen;

(b) Physical contact with or physical proximity to fire, flames, or hot surfaces which causes injury to the body or physical damage to property solely by the application of the heat of such fire, flames, or hot surfaces; or

(c) Utilization by an insured of tear gas, mace, pepper spray, electronic or light stun devices, or other similar materials or devices to subdue, restrain, arrest, or control another individual or a crowd.

(2) Subparagraph **1. a. (4)** of this exclusion shall not apply to:

(a) The sale or gift of food or beverages:

(i) From your concessions, stores, restaurants or cafeterias, food services or kitchens, or vending machines; or

(ii) At your business or social meetings; or

(b) The provision of potable water by pipe.

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GENERAL EXCLUSION 2. - EXCLUSION OF COVERAGE OF CERTAIN "ACTIONS," RELIEF, OR CIRCUMSTANCES.

a. This Coverage Part does not apply to:

(1) Relief other than Compensatory Damages

"Claims" or "actions" for or requesting relief other than compensatory damages at law, including, without implied limitation, "actions" for injunctions or restraining orders (including, without implied limitation, those "actions" containing prayers for general relief of unspecified type), declaratory judgment "actions," "actions" legally defined as nuisance actions, or for the abatement of a nuisance, and other "actions" of an equitable nature.

(2) Extraordinary Relief

"Claims" or "actions" for or requesting extraordinary relief such as, but not limited to, mandamus, quo warranto, prohibition, certiorari, habeas corpus, and ne exeat.

(3) Return of Money or other Property

"Claims" or "actions" for or requesting return of money or other property taken by, paid to, given to or otherwise transferred to the insured.

(4) Statutory Payments

"Claims" or "actions" to compel payments mandated by or provided for in statutes or ordinances, but this exclusion shall not apply to:

(a) Covered "damages" caused by "violation of civil, human, or constitutional rights" and "designated wrongful employment practices" and covered Personal Injury Protection, if coverage of such statutory payments is expressly provided for in this Coverage Part and subject to the exclusions, applicable Limit of Liability, and other terms and conditions of the applicable coverage; or

(b) Plaintiff's attorney's for which the insured is liable as costs under United States Code, Title 42, Section 1988, but not including plaintiff's attorney's fees for or allocable to those counts or sections of an "action" for or with respect to which no covered "damages" are awarded.

(5) Contract "Claims" or "Actions"

"Claims" or "actions" for, claiming, resulting from, or arising out of breach or specific performance of any contract or agreement or the direct or consequential results of a breach of or failure to perform or enter into such contract or agreement, whether or not such breach or failure to perform "constitutes" an independent tort and "actions" for or in quasi-contract, restitution or unjust enrichment.

(6) Criminal Acts, Penalties

Criminal prosecution of a criminal act, civil "actions" alleging or arising out of commission of a criminal act, or civil or criminal penalties.

(7) Condemnation, Takings, Trespass, etc.

"Claims" or "actions" for, claiming, resulting from, or arising out of condemnation; reverse or inverse condemnation; the taking, in whole or in part, of any real or personal property or any interest therein or the right to the possession, benefit, use, or enjoyment thereof; adverse possession, dedication by adverse possession; trespass; or similar actions.

(8) Labor Matters

"Claims" or "actions" for, claiming, resulting from, or arising out of violation of or failure to comply with the Federal Fair Labor Standards Act, any state, or local labor standards act, or any law regulating or relating to labor, labor practices or relations, unions or other labor organizations.

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(9) Administrative Proceedings

Except as specifically and expressly otherwise set forth in this Coverage Part, administrative proceedings of any kind or any other "action" other than a "suit."

(10) Taxes, Assessments

Actual or alleged failure to extend, levy, collect, or distribute taxes, tax assessments, or assessments or improper or incorrect extension, levy, collection, distribution, or administration of taxes, tax assessments, assessments, or other moneys or funds.

(11) Contractual Liability - Injury due to War

Actual or alleged "bodily injury" or "property damage," "personal injury," "advertising injury," "violation of civil, human, or constitutional rights," and injuries caused by "errors or omissions," "designated wrongful employment practices," "employee benefits errors or omissions," or "other covered events" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion, or revolution. This exclusion applies only to liability assumed under a contract or agreement.

(12) Workers' Compensation, Disability Benefits, or Unemployment Compensation

Any actual or alleged obligation of the insured under a workers' compensation, disability benefits, or unemployment compensation law or any similar law.

(13) "Securities"

"Claims" or "actions" for, resulting from, or arising out of violation of or failure to comply with:

(a) State or federal law relating to "securities," the offer, purchase, sale, distribution, underwriting, or issuance of "securities" or representations, or other communications relating to "securities"; or

(b) Failure to perform or properly perform any obligations under any "security" issued or held by you.

b. This General Exclusion **2.** does not directly or by implication:

(1) Limit or preclude the effect or interpretation of any other exclusion contained in this Coverage Part or in any endorsement hereto; or

(2) Extend or expand any coverage contained in this Coverage Part or in any endorsement hereto.

GENERAL EXCLUSION 3. EXCLUSION AND ADMINISTRATION OF DEFENSE OF "SUITS" NOT COVERED.

1. Exclusion Of Defense Of Suits Not Covered

a. We shall not be obligated to:

(1) Defend; or

(2) Make any payment under Supplementary Payments for or with respect to

any "suit" which does not claim or allege "damages" which we would have to pay, under the terms and conditions of this Coverage Part, if the "suit" is successful.

b. If a "suit" contains:

(1) Some counts or sections which allege "damages" which we would have to pay; and

(2) Other counts or sections which allege "damages" or other relief we would not have to pay (referred to herein as **"other counts or sections"**),

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our duty to defend, subject to the exclusions, Limits of Liability and other terms and conditions of each Coverage Part in this Coverage Agreement, shall apply only to those counts or sections which claim or allege "damages" we cover.

c. (1) We may, in our discretion, defend one or more of the "other counts or sections," but undertaking such defense shall not, by implication or otherwise:

(a) Create any obligation for us to pay any sums which the insured shall become obligated to pay as a result of judgments or settlements of such "other counts or sections";

(b) Create any obligation to continue the defense of any such "other counts or sections"; or

(c) Increase our Limit of Liability.

(2) Without implied limitation:

(a) Payments made by us for the defense of the insured, whether or not undertaken at our discretion, shall be considered payments made under Supplementary Payments, but

(b) This subparagraph **c.** shall not limit or preclude the application of the provisions of Generally Applicable Conditions **13.e.** or **16.** to our undertaking the defense of any such "other counts or sections" or to payments described in this subparagraph **c.(2).**

d. If we are, notwithstanding the provisions of subparagraph **1.b.** above, required by law to defend one or more of the "other counts or sections," our undertaking such defense shall not, by implication or otherwise:

(1) Create any obligation for us to pay any sums which the insured shall become obligated to pay as a result of judgments or settlements of such "other counts or sections";

(2) Create any obligation to defend, or pay for the defense of, any "other counts or sections" we are not required by law to defend; or

(3) Increase our Limit of Liability.

2. Administration of defense of "other counts or sections" of a "suit", allocation of fees and expenses

a. We, you and all other insureds understand and agree that it can be mutually beneficial to arrange for a centralized, coordinated defense of a "suit" in which our obligation to defend an insured, in accordance with the provisions of this Coverage Agreement, does not apply to all counts or sections of the "suit". Thus, we, you and all other insureds have determined to arrange for such a defense in advance of the filing of any such "suit" by designating us as the administrator of the defense of any "suit" that contains:

(1) Some counts or sections which allege "damages" that we would have to pay (referred to herein as "defended counts or sections") and

(2) Other counts or sections which allege "damages" or other relief that we would not have to pay (referred to herein as "other counts or sections").

b. Our duties as administrator are:

(1) To manage and control the defense of the insured in accordance with the provisions of Common Coverage Agreement Condition 2 of this Coverage Agreement.

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(2) Subject to **2.a.** above, to arrange for the attorney(s) retained for the defense to consult by phone, facsimile, mail, e-mail or other electronic means or in person with all defendant insureds as may appear to be necessary to:

(a) Investigate the "claim" for which "suit" is brought;

(b) Periodically advise the insured of the status of the "suit";

(c) Prepare the insured for deposition or trial; and

(d) Otherwise communicate with the insured.

(3) To arrange for the attorney(s) retained for the defense to allocate their fees and expenses in the investigation and defense of the "suit" between "defended counts and sections" and "other counts and sections" and to directly bill the respective insureds for fees and expenses allocated to such "other counts and sections".

c. With respect to our administration of claims under this endorsement, we and all insureds hereby:

(1) Waive all conflicts of interest, which may be legally waived, that may arise or be perceived to arise in such "suit" or the defense thereof;

(2) Authorize all communication, which may be legally authorized, by such attorneys to us and other defendant insureds regarding the existence of conflicts of interest and the reasons therefore, including confidential information relevant to such conflicts; and

(3) Authorize us, or our contractors and subcontractors, to audit the billing records and supporting documents, including confidential documents, of legal fee and expense billings to us and to all billed insureds,

but nothing in this Coverage Agreement shall require any attorney to take any action which is inconsistent with applicable Rules of Professional Conduct.

d. In the event any insured shall decide, after a "suit" is filed, to administer the defense of "other counts or sections" of that "suit", that insured may do so by giving us written notification of:

(1) The future date and time, not less than 15 days from the date of such notice, the insured will assume such administration; and

(2) The name, address and telephone number of the attorney to whom a copy of that insured's case file with respect to that "suit" may be shipped.

As of that date and time, paragraph **2.** of this endorsement shall cease to apply to such "other counts and sections" of the specified "suit." But the insured shall remain obligated to promptly pay any and all fees and expenses incurred, under and pursuant to paragraph **2.**, prior to the date and time specified in such notice, and we and our attorneys may retain and utilize the original case file with respect to that insured and that "suit".

3. Nothing in this endorsement shall:

a. Restrict, reduce or eliminate any obligation of the insured under this Coverage Agreement unless expressly provided in this endorsement; or

b. Increase our Limit of Liability.

GENERAL EXCLUSION 4. - EXCLUSION OF CONSORTIA, JOINT VENTURES, AND PARTNERSHIPS.

This Coverage Part does not apply to "claims" or "damages" caused by, resulting from, or arising out of the conduct of any consortium, partnership, or joint venture of which an insured is a partner or member and which is not listed in the Declarations of this Coverage Agreement. For purposes of this exclusion, intergovernmental co-operative ventures which do not involve the creation of new or separate governing boards shall not be deemed to be consortia, joint ventures, or partnerships.

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THIS ENDORSEMENT CHANGES THE COVERAGE AGREEMENT. PLEASE READ IT CAREFULLY.

FLORIDA ASSOCIATION OF COUNTIES TRUST

EXCLUSION OF SHERIFF'S DEPARTMENT "OCCURRENCES" ENDORSEMENT

This endorsement modifies coverage provided under the following:
PUBLIC AGENCY MULTI-CLASS LIABILITY COVERAGE PART
"DESIGNATED WRONGFUL EMPLOYMENT PRACTICES LIABILITY" COVERAGE PART
"EMPLOYEE BENEFIT LIABILITY" COVERAGE PART

ENDORSEMENT NO. _____	PREMIUM : ADD'L $_____	RETURN $_____

If the endorsement Form Number shown below is listed by us in the Declarations to this Coverage Part, this endorsement (1) forms a part of the Coverage Agreement to which it is attached by that listing and (2) is effective from the Effective Date of this Coverage Part.

If the endorsement Form Number shown below is not listed by us in the Declarations to this Coverage Part but this endorsement is signed below by our authorized representative, this endorsement (1) forms a part of the following described Coverage Agreement and (2) is effective from the Effective Date shown below.

Coverage Agreement		Effective Date of this endorsement
Coverage Agreement Number	Date of Issue	
Member		Florida Association of Counties Trust by FACT Risk Services Corp. Authorized Representative by: _____ Signature

In consideration of a reduction of the premium charged, it is agreed that the following provisions are added to the **PUBLIC AGENCY MULTI-CLASS LIABILITY COVERAGE PART**, the **"DESIGNATED WRONGFUL EMPLOYMENT PRACTICES LIABILITY" COVERAGE PART**, and the **"EMPLOYEE BENEFIT LIABILITY" COVERAGE PART** of this Coverage Agreement:

1. The following are not insureds under this Coverage Part:
   - **a.** The Sheriff's department of the Member;
   - **b.** Whether or not acting within the scope of his or her duties as such and whether or not acting in his or her personal, official or constitutional capacity:
     - **(1)** The Sheriff of the Member; and
     - **(2)** All other officials and all employees and volunteers of the Sheriff or the Sheriff's Department of the Member.
2. This Coverage Part does not apply to any "claim", "suit" or other "action" against any insured for "damages" caused by an "occurrence" which, actually or allegedly, in whole or in part, was caused by, resulted from, or arose out of:
   - **a.** Acts, errors or omissions of, performed by, or under the control or authority of the Sheriff or the Sheriff's Department of the Member or the respective officials, employees or volunteers of that Sheriff or Sheriff's Department, or
   - **b.** Premises owned, leased or under the care, custody or control of the Sheriff or Sheriff's Department of the Member, but this subparagraph **2.b.** shall not apply to "claims" or "suits" arising out of a condition of the premises:
     - **(1)** Owned or leased by the Member,
     - **(2)** Designated by ordinance or resolution of the Member as a jail, and
     - **(3)** Regularly used by the Sheriff of the Member as a jail,

   whether or not the acts, errors or omissions of any other official, employee or volunteer of the Member actually or allegedly contributed to or were otherwise causally connected to that "occurrence", including, without implied limitation, acts, errors or omissions involving or "constituting" planning, funding, directing, training, overseeing or supervising.

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FLORIDA ASSOCIATION OF COUNTIES TRUST

PUBLIC AGENCY MULTI-CLASS LIABILITY
COVERAGE PART AND DECLARATIONS

Member: Wakulla County

Coverage Part Number: FAC2419ML Prior Number: FAC2389ML

I. COVERAGE, COVERAGE FORMS, AND OTHER FORMS IN COVERAGE PART

The Public Agency Multi-Class Liability coverage afforded is only those coverages described in this Public Agency Multi-Class Liability Coverage Part to this Coverage Agreement. Unless otherwise provided by Endorsement to this Coverage Part, the Public Agency Multi-Class Liability Coverage Part includes only the Public Agency Multi-Class Liability Coverage Form which is attached hereto and made a part hereof and the other forms and endorsements that are listed in paragraph **II. B.**, below.

II. MULTI-CLASS LIABILITY DECLARATIONS

A. Limits of Liability
FACT's Limit of Liability for all such coverage is:

1. Coverage Part Aggregate:	$3,000,000;
2. General Liability Per Occurrence:	$1,000,000;
3. "Florida Liability" Per Occurrence:	$200,000;
4. "Florida Liability" Per Person:	$100,000;
5. Fire Damage Per Occurrence:	$50,000,

subject to all the terms and conditions of this Coverage Agreement having reference hereto.

B. Form numbers of forms, endorsements and schedules forming a part of this Coverage Part at its inception:

FACT 17U 201 (09/97) FACT 17U 203 (09/97) FACT 17U 205 (09/97)
FACT 17U 206 (09/97) FACT 17U 207 (09/97) FACT 17U 212 09/97
FACT 17U 213 09/97

C. Deductible : $ 5,000 The Deductible is applicable to coverages for which an "x" is placed opposite the coverage in the following list of coverages:

- ☒ "Bodily Injury Liability"
- ☒ "Property Damage Liability"
- ☒ "Personal Injury" And "Advertising Injury" Liability
- ☒ "Errors Or Omissions" Liability
- ☒ Civil Rights Liability

D. Premium: $ 73,330 This is an estimated premium and is subject to adjustment.

E. Listing of Consortia, Partnerships and Joint Ventures (see Section II - Who Is An Insured)

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FLORIDA ASSOCIATION OF COUNTIES TRUST

PUBLIC AGENCY MULTI-CLASS LIABILITY

COVERAGE FORM

"OCCURRENCE" BASIS

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SECTION I - COVERAGES

A. COVERAGE A. "BODILY INJURY" LIABILITY AND COVERAGE B. "PROPERTY DAMAGE" LIABILITY

1. What is Covered

a. We will pay those sums that the insured becomes legally obligated to pay as "damages" because of "bodily injury" or "property damage" to which this coverage applies. We will have the right and duty to defend any insured against a "suit" seeking those "damages" from the insured, and we will have the right to administer, manage, and control the defense of the insured subject to and in accordance with Conditions **2.** and **16.** We may at our discretion investigate any "occurrence" and settle, in whole or in part, any "claim" or "suit" that may result. But:

(1) The amount we will pay for "damages" and for all payments under Supplementary Payments is limited as described in Limits of Liability; and

(2) Our right and duty to defend ends when we have used up the applicable Limit of Liability by the payment, in whole or in part, of judgments or settlements or other payments under this Coverage Part, including, when applicable, payments under Supplementary Payments.

b. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

c. This coverage applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory"; and

(2) The "occurrence" that causes the "bodily injury" or "property damage" "first occurs" during the Coverage Agreement period.

2. Exclusions.

This coverage does not apply to:

a. Expected or Intended Injury - Exception for certain "Assault and Battery"

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "assault and battery" committed for the purpose of preventing or eliminating danger in the operation of an aircraft, protecting persons or property, or incident to a lawful arrest.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay "damages" by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for "damages":

(1) Assumed in a contract or agreement that is a "covered contract," provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or

(2) That the insured would have in the absence of the contract or agreement.

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c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance, or regulation relating to the sale, gift, distribution, or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving, or furnishing alcoholic beverages.

d. Employers' Liability

"Bodily injury" to:

(1) An employee of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business or operations, or

(2) The spouse, child, parent, brother, or sister of that employee as a consequence of (1) above.

This exclusion applies:

(i) Whether the insured may be liable as an employer or in any other capacity; and

(ii) To any obligation to share "damages" with or repay someone else who must pay "damages" because of the "bodily injury."

This exclusion does not apply to liability assumed by the insured under a "covered contract."

e. Aircraft, Auto, or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use, or entrustment to others of any aircraft, "auto," or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading."

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft that is:

(a) Less than 26 feet long; and

(b) Not being used to carry persons or property for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "covered contract" for the ownership, maintenance, or use of aircraft or watercraft; or

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(5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment."

f. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed, or demolition contest or in any stunting activity.

g. Damage to certain Property

"Property damage" to:

(1) Property you own, rent, or occupy;

(2) Premises you sell, give away, or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody, or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired, or replaced because "your work" was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented, or held for rental by you.

Paragraphs (3), (4), (5), and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

h. Damage to your Product

"Property damage" to "your product" arising out of it or any part of it.

i. Damage to your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard."

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

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j. Damage to Impaired Property or Property not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy, or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

k. Recall of Products, Work, or Impaired Property

"Damages" claimed for any loss, cost, or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal, or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property,"

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy, or dangerous condition in it.

l. Medical Professional Liability

"Bodily injury" arising out of:

(1) The provision of or failure to provide:

(a) Medical, surgical, dental, nursing, or diagnostic service; or

(b) Medical, surgical, dental, nursing, or diagnostic treatment; or

(2) (a) The furnishing or dispensing; or

(b) The failure to furnish or dispense or properly furnish;

drugs or medical, dental, or surgical supplies or appliances.

m. Other kinds of Liability or "Claims"

Any "wrongful employment practices," "employee benefits errors or omissions," "personal injury," "advertising injury," or "violation of civil, human, or constitutional rights."

3. Fire damage to rented or temporary premises.

Exclusions **c.** through **l.** do not apply to damage by fire to premises rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Liability applies to fire damage to such premises under this coverage as described in Limits of Liability.

B. COVERAGE C. "PERSONAL INJURY" AND "ADVERTISING INJURY" LIABILITY

1. What is Covered.

a. We will pay those sums that the insured becomes legally obligated to pay as "damages" because of "personal injury" or "advertising injury" to which this Coverage Part applies. We will have the right and duty to defend any insured against a "suit" seeking those "damages" from the insured, and we will have the right to administer, manage, and control the defense of the insured subject to and in accordance with Conditions **2.** and **16.** We may at our discretion investigate any "occurrence" and settle, in whole or in part, any "claim" or "suit" that may result. But:

(1) The amount we will pay for "damages" and for all payments under Supplementary Payments is limited as described in Limits of Liability; and

(2) Our right and duty to defend end when we have used up the applicable Limit of Liability by the payment, in whole or in part, of judgments or settlements or other payments under this Coverage Part, including payments under Supplementary Payments.

b. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

c. This coverage applies to:

(1) "Personal injury" only if:

(a) The "personal injury" is caused by an "occurrence" that arises out of and in the course of your operations, excluding advertising, publishing, broadcasting, or telecasting done by or for you; and

(b) The "occurrence" that causes the "personal injury" takes place in the "coverage territory" and "first occurs" during the Coverage Agreement period.

(2) "Advertising injury" only if:

(a) The "advertising injury" is caused by an "occurrence" that occurs in the course of advertising your goods, products, or services; and

(b) The "occurrence" that causes the "advertising injury" takes place in the "coverage territory" and "first occurs" during the Coverage Agreement period.

2. Exclusions.

This coverage does not apply to:

a. "Personal injury" or "advertising injury":

(1) Knowingly false publication

Caused by, resulting from or arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity;

(2) Prior publication

Caused by, resulting from or arising out of oral or written publication of material whose first publication took place before the beginning of the Coverage Agreement period;

(3) Willful violation of penal statute

Caused by, resulting from or arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the insured;

(4) Contractual liability, Exceptions, Mutual Aid Agreements

For which the insured has assumed liability in a contract or agreement.

This exclusion does not apply:

(a) To liability for "damages" that the insured would have in the absence of the contract or agreement; or

(b) To a "covered contract" between you and any Public Agency which provides for mutual aid and assistance between you and such Public Agency in the provision of law enforcement, fire, and civil defense services;

(5) Fraud, Crime, and Malice

Caused by, resulting from or arising out of fraudulent, criminal, or, except with respect to malicious prosecution, malicious acts; or

b. "Advertising injury" arising out of:

(1) Breach of Contract

Breach of contract, other than misappropriation of advertising ideas under an implied contract;

(2) Failure of Performance

The failure of goods, products, or services to conform with advertised quality or performance;

(3) Wrong Description

The wrong description of the price of goods, products, or services; or

(4) Advertising, Broadcasting, Publishing, or Telecasting

The operations of an insured whose business or operations include advertising, broadcasting, publishing, or telecasting.

c. Other kinds of Liability or "Claims"

"Bodily injury," "property damage," "violation of civil, human, or constitutional rights," "wrongful employment practices," or "employee benefits errors or omissions."

C. COVERAGE F. ERRORS OR OMISSIONS LIABILITY

1. What is Covered

a. We will pay those sums that the insured becomes legally obligated to pay as "damages" because of injury caused by "errors or omissions" to which this coverage applies. We will have the right and duty to defend any insured against a "suit" seeking those "damages" from the insured, and we will have the right to administer, manage, and control the defense of the insured subject to and in accordance with Conditions **2.** and **16.** We may at our discretion investigate any "occurrence" and settle, in whole or in part, any "claim" or "suit" that may result. But:

(1) The amount we will pay for "damages" and for all payments under Supplementary Payments is limited as described in Limits of Liability; and

(2) Our right and duty to defend end when we have used up the applicable Limit of Liability by the payment, in whole or in part, of judgments or settlements or other payments under this Coverage Part, including, when applicable, payments under Supplementary Payments.

b. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

c. This coverage applies to injury arising out of "errors or omissions" only if:

(1) The "errors or omissions" "constitute" an "occurrence" that takes place in the "coverage territory"; and

(2) The "occurrence" described in (1), above, "first occurs" during the Coverage Agreement period.

2. Exclusions:

This coverage does not apply:

a. Fraud, Crime, and Malice

To any fraudulent, criminal, or malicious "error or omission."

b. Money, Securities, etc.

To injury to or loss, destruction, or disappearance of money, checks, drafts, "securities," or any tangible property or the loss of use of any of the foregoing.

c. Injury to Insureds

To liability for any injury to any insured.

d. Intentional Injury

To liability for any injury caused intentionally by or at the direction of the insured.

e. Contractual Liability

To liability assumed by the insured under any contract or agreement (but this exclusion shall not apply to liability which the insured would have without the contract or agreement).

f. Other kinds of Liability or "Claims"

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To "bodily injury," "property damage," "personal injury," "advertising injury," "violation of civil, human, or constitutional rights," "wrongful employment practices," or "employee benefits errors and omissions."

g. Insurance and Medical and Legal Professional Liability

To "claims" or "suits" caused by, resulting from, or arising out of:

(1) The failure to effect or maintain proper insurance or bonds or to comply with the provisions of insurance contracts, coverage agreements, policies, self-insurance programs' policies, or bonds;

(2) The provision of or failure to provide medical, surgical, dental, nursing, or diagnostic service or treatment, or the furnishing or dispensing or failure to furnish or properly furnish drugs or medical, dental, or surgical supplies or appliances; or

(3) The performance of or failure to perform professional legal services.

D. COVERAGE G. CIVIL RIGHTS LIABILITY

1. What is Covered.

a. We will pay those sums that the insured becomes legally obligated to pay as "damages" under and pursuant to the "Civil Rights Statutes" for "violation of civil, human, or constitutional rights" to which this coverage applies. We will have the right and duty to defend any insured against a "suit" seeking those "damages" from the insured, and we will have the right to administer, manage, and control the defense of the insured subject to and in accordance with Conditions **2.** and **16.** We may at our discretion investigate any "occurrence" and settle, in whole or in part, any "claim" or "suit" that may result. But:

(1) The amount we will pay for "damages" and for all payments under Supplementary Payments is limited as described in Limits of Liability; and

(2) Our right and duty to defend end when we have used up the applicable Limit of Liability by the payment, in whole or in part, of judgments or settlements or other payments under this Coverage Part, including payments under Supplementary Payments.

b. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

c. This insurance applies to "violation of civil, human, or constitutional rights" only if:

(1) The "violation of civil, human, or constitutional rights" is caused by an "occurrence" that takes place in the "coverage territory"; and

(2) The "occurrence" which causes the "violation of civil, human, or constitutional rights" "first occurs" during the Coverage Agreement period.

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2. Exclusions.

This coverage does not apply to:

a. Any "violation of civil, human, or constitutional rights":

(1) Contractual Liability, Exceptions , Mutual Aid Agreements

For which the insured has assumed liability in a contract or agreement.

This exclusion does not apply:

(a) To liability for "damages" that the insured would have in the absence of the contract or agreement; or

(b) To an "covered contract" between you and any unit of local government which provides for mutual aid and assistance between you and such unit of local government in the provision of law enforcement, fire, and civil defense services.

(2) Willful violation of penal statute

Caused by, resulting from, or arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the insured.

(3) Fraud, Crime, and Malice

Caused by, resulting from, or arising out of fraudulent, criminal, or malicious acts.

b. "Damages" not provided for

"Damages" other than "damages" specifically provided for by and under the "Civil Rights Statutes."

c. Salary, Wages, and other Compensation and "Benefits"

"Damages" consisting of recovery of salary, wages, or other compensation or "benefits," back or front salary, back or front wages, back, front, or other compensation or "benefits," or interest or penalties thereon payable to any person by the insured.

d. Other kinds of Liability or "Claims"

"Wrongful employment practices" or "employee benefits errors or omissions."

E. SUPPLEMENTARY PAYMENTS

1. We will pay, with respect to any "occurrence" reported or "claim" against an insured we investigate or settle; any "suit" against an insured we defend; or any mediation, "suit," "arbitration," or other "action" against, by, or with the insured in which we participate:

a. All expenses we incur.

b. Up to $250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

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c. The cost of bonds to release attachments in any "suit" against an insured we defend, but only for bond amounts within the "unused" portion of the applicable Limit of Liability. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation of the "claim" against the insured or to assist us in the institution and conduct of any "suit" against the insured we defend, including actual loss of earnings up to $250 a day because of time off from work.

e. All costs taxed against the insured in the "suit" against the insured we defend. With the specific exception of costs outlined in **1.f.** below, such costs shall not include plaintiff's attorneys fees awarded under any state or federal statute, rule, or regulation.

f. That potion of any plaintiff's attorneys fees awarded under United States Code, Title 42, Section 1988 which are directly related to a covered count or counts in any suit against the insured that we defend.

g. Prejudgment interest awarded against the insured on that part of a judgment against the insured we pay. If we make an offer to pay the unused portion of the applicable Limit of Liability, we will not pay any prejudgment interest based on that period of time after the offer.

h. All interest on the full amount of any judgment for "damages" covered by this Coverage Form that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment to which this coverage applies that is within the "unused" portion of the applicable Limit of Liability.

i. Expenses incurred by the insured for first aid to others at the time of an "occurrence" which results in "bodily injury" to which the Bodily Injury Liability Coverage applies.

2. These payments may reduce the applicable Limit of Liability. Refer to Limits of Liability.

3. Payments made by us for the defense of any "suit" or other "action" against the insured, whether or not the defense is undertaken at our discretion, shall be considered payments made under Supplementary Payments.

SECTION II - WHO IS AN INSURED

1. Public Agencies

If you are designated in the Common Coverage Agreement Form as:

a. A Public Agency, you are an insured.

b. A Public Agency consortium, partnership, or joint venture, you are an insured. Your members or partners are also insureds, but only with respect to the conduct of your consortium, partnership, or joint venture operations.

2. Employees, Officials, Officers, Board Members, "Volunteer Workers," Real Estate Managers, and Representatives

a. Each of the following is also an insured:

(1) (a) Your employees; and

(b) Your elected or appointed officials, officers, and governing board members,

but only with respect to and when acting within the scope of their duties as your employees or officials; and

(2) Your "volunteer workers," but only when acting at your direction and within the scope of their duties as "volunteer workers";

b. However, no official, officer, governing board member, employee, or "volunteer worker" is an insured for:

(1) "Bodily injury," "property damage," "personal injury," "advertising injury," "errors or omissions," or "violation of human or civil rights" to or against you or a co-official, co-officer, co-governing board member, co-employee, or co-volunteer while in the course of his or her employment, or the spouse, child, parent, brother, or sister of that co-official, co-officer, co-governing board member, co-employee, or co-volunteer as a consequence of such "bodily injury," "property damage," "personal injury," "advertising injury," "errors or omissions," or "violation of human or civil rights" or for any obligation to share "damages" with or repay someone else who must pay "damages" because of "bodily injury," "property damage," "personal injury," "advertising injury," "errors or omissions", or "violation of human or civil rights"; or

(2) "Property damage" to property owned or occupied by or rented or loaned to:

(a) That official, officer, governing board member, employee, or "volunteer worker"; or

(b) Any of your other officials, officers, governing board members, employees, or "volunteer workers"; or

(c) Any of your partners or members (if you are a consortium, partnership, or joint venture).

c. Any person (other than your official, officer, governing board member, employee, or "volunteer worker") or any organization while acting as your real estate manager.

d. Any person or organization acting as the legal representative of an insured who dies. That representative will have all the insured's rights and duties under this Coverage Part.

3. Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no "other coverage" is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-employee or co-"volunteer worker" of the person driving the equipment or to your employees or "volunteer workers"; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

4. Newly Acquired Organizations

Any organization you newly acquire, create, or form that legally becomes a part of you, will qualify as an undivided part of you and, as such, an insured, if there is no "other coverage" available to that organization. However, this Coverage Part does not apply to "bodily injury," "property damage," "personal injury," "advertising injury," "errors or omissions," "violation of civil, human, or constitutional rights," or "other covered events" caused by an "occurrence" that "first occurred" before you acquired, created, or formed the organization.

5. Consortia, Partnerships, or Joint Ventures not in Declarations

No person or organization is an insured with respect to the conduct of any current or past consortium, partnership, or joint venture that is not listed as the Member in the Common Coverage Agreement Form or as an insured in the Declarations to this Coverage Part.

6. Indemnitees

An indemnitee under a "covered contract," which is not otherwise an insured under this Coverage Part, is an insured solely for purposes of coverage of a specific "claim" or "suit" which would be indemnified under the "covered contract," if all of the following conditions are met:

a. The "claim" or "suit" against the indemnitee seeks "damages":

(1) For which the insured has assumed the liability of the indemnitee in that "covered contract"; and

(2) Which would, subject to the Limits of Liability and other provisions of this Coverage Part, otherwise be a covered "occurrence" under this Coverage Part; and

b. The obligation to defend or the cost of the defense of that indemnitee, has also been assumed by the insured in the same "covered contract."

SECTION III - LIMITS OF LIABILITY

1. Effect of Limits of Liability

The Limits of Liability shown in the Declarations to this Coverage Part and the rules below fix the most we will pay regardless of the number of:

a. Insureds under this Coverage Part;

b. "Claims" made or "suits" brought;

c. Persons or organizations making "claims" or bringing "suits"; or

d. Persons or organizations who sustain or are subject to "bodily injury," "property damage," "personal injury," "errors or omissions," "violation of civil, human, or constitutional rights," or other loss, injury, or damage.

2. Coverage Part Aggregate

The Limit of Liability stated in the Declarations to this Coverage Part as Coverage Part Aggregate in the Declarations to this Coverage Part is the most we will pay for the sum of:

a. "Damages" under Coverages A., B., C., F., and G ;

b. "Damages," expenses, costs, or other payments under any other coverages which are added to or made a part of this Coverage Part by endorsement or otherwise; and

c. All payments under Supplementary Payments.

3. General Liability Per Occurrence

Subject to **2.**, above, the Limit of Liability stated in the Declarations to this Coverage Part as General Liability Per Occurrence is the most we will pay for the sum of:

a. "Damages" under Coverages A., B., C., F., and G.;

b. "Damages," expenses, costs, or other payments under any other coverages which are added to or made a part of this Coverage Part by endorsement or otherwise; and

c. All payments under Supplementary Payments

caused by, resulting from, or arising out of any one "occurrence."

4. "Florida Liability" Per Occurrence

Subject to **2.** and **3.**, above, the Limit of Liability stated in the Declarations to this Coverage Part as "Florida Liability" Per Occurrence is the most we will pay for all "damages" caused by or arising out of any one "occurrence," the liability of any insured for which "constitutes" "Florida Liability."

5. "Florida Liability" Per Person

Subject to **2.**, **3.**, and **4.**, above, the Limit of Liability stated in the Declarations to this Coverage Part as "Florida Liability" Per Person is the most we will pay for all "damages" to any one person or organization and caused by or arising out of any one "occurrence," the liability of any insured for which "constitutes" "Florida Liability."

6. Fire Damage Limit

Subject to **2.**, **3.**, **4.**, and **5.**, above, the Fire Damage Limit of Liability is the most we will pay under Coverage B, "Property Damage" Liability, for "damages" because of "property damage" by fire to premises rented to you or temporarily occupied by you with permission of the owner caused by, resulting from or arising out of any one "occurrence."

7. Application of Limits of Liability to certain insureds.

If persons or organizations, other than persons and organizations described in Subsection **1.**, **2. a. (1)**, and **2. a. (2)** of Section **2**, Who is an Insured, are covered (whether solely or with other insureds), in whole or in part, directly or indirectly, by this Coverage Part, whether by the terms of this Coverage Part, including, without implied limitation, by contractual assumption of liability by contract or agreement, or by the terms of any endorsement hereto, including, without implied limitation, any additional insured endorsement:

a. Our Limit of Liability under this Coverage Part for all "damages" to any one person or organization and arising out of any one "occurrence" shall not exceed that Limit of Liability which is applicable under this Coverage Part to you, with respect to such person and such "occurrence," and

b. Our Limit of Liability under this Coverage Part for all "damages" arising out of any one "occurrence" shall not exceed that Limit of Liability which is applicable under this Coverage Part to you, with respect to such "occurrence."

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8. Application of Limits of Liability

The Limits of Liability of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the Coverage Agreement period, unless the Coverage Agreement period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the applicable Limit of Liability.

SECTION IV - DEDUCTIBLE

1. Effect of Deductible

Our obligation under this Coverage Part to pay "damages" or make payments under Supplementary Payments applies only to the amount of "damages" and Supplementary Payments in excess of any Deductible stated in the Declarations to this Coverage Part as applicable to;

a. The coverage which covers the "damages" or Supplementary Payments; or

b. This Coverage Part.

2. Application of Deductible

The Deductible applies:

a. Under Coverage A. "Bodily Injury" Liability and Coverage B. "Property Damage" Liability, to all "damages" because of actual or alleged "bodily injury" and "property damage" combined;

b. Under Coverage C. "Personal Injury" and "Advertising Injury" Liability, to all "damages" and all payments under Supplementary Payments because of actual or alleged "personal injury" and "advertising injury combined";

c. Under Coverage F. "Errors or Omissions" Liability, to all "damages" and all payments under Supplementary Payments because of actual or alleged "errors or omissions"; and

d. Under Coverage G. Civil Rights Liability, to all "damages" and all payments under Supplementary Payments because of actual or alleged "violation of civil, human, or constitutional rights"

as the result of any one "occurrence," regardless of the number of persons or organizations who sustain "damages" because of that "occurrence."

3. Company may pay Deductible, Reimbursement

We may pay on behalf of the insured any portion or all of any Deductible. Upon notification of such payment, you shall promptly reimburse us for the portion of the Deductible we paid.

4. Other "Occurrences," Other Coverages

The application of a Deductible to one "occurrence" under one Coverage of this Coverage Part shall not reduce the Deductible applicable to any other "occurrence" under that Coverage nor reduce the Deductible under any other Coverage of this Coverage Part.

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SECTION V - ADDITIONAL CONDITIONS

These Additional Conditions are in addition to any Common Coverage Agreement Conditions which may apply to this Coverage Part. If there is a conflict between these Additional Conditions and the Common Coverage Agreement Conditions, these Additional Conditions shall control.

1. "Other Coverage"

If valid and collectible "other coverage" is available to the insured for an "occurrence" we cover under this Coverage Part, our obligations are limited as follows:

a. When Coverage under this Coverage Part is Primary

Coverage under this Coverage Part is primary except when **b.** or **c.**, below, applies. If this Coverage Part is primary, our obligations are not affected unless any of the "other coverage" is also primary. Then, we will share with all that "other coverage" by the method described in **d.** below. "Other coverage" shall be considered primary unless it, by its written terms and conditions, expressly declares such "other coverage" to be excess over this Coverage Part or excess over other insurance or coverage, but only if the definition of such other insurance or coverage expressly includes local government risk sharing pools such as us.

b. When Coverage under this Coverage Part is Excess

(1) Coverage under this Coverage Part is excess over any "other coverage," whether primary, excess, contingent, or on any other basis:

(a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk, Property physical damage or similar coverage for "your work";

(b) That is Fire or other physical damage coverage for premises rented to you; or

(c) If the "damages" are caused by, result from, or arise out of the maintenance or use of aircraft, "autos," or watercraft to the extent not subject to exclusion **e.** of Coverage A. "Bodily Injury" Liability and Coverage B. "Property Damage" Liability;

(d) If the insured is an indemnitee under a "covered contract"; or

(e) If the coverage applicable to the "damages" under this Coverage Part is designated as an "other covered event" in an endorsement to this policy.

(2) When this Coverage Part is excess, we will have no duty to defend any "suit":

(a) That any "other coverage provider" has a duty to defend; or

(b) For which funds are provided or reimbursed to you by the "other coverage" for costs or expenses of defense of that "suit."

(3) When:

(a) Coverage under this Coverage Part is excess;

(b) No "other coverage provider" defends or provides any funds for or any reimbursement of defense costs; and

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(c) We would, except for this Condition, be obligated to defend the "suit,"

we will undertake to defend the insured against such "suit" under the terms and conditions and subject to the Limits of Liability, but we will be entitled to the insured's rights against all those "other coverage providers."

(4) (a) When this Coverage Part is excess over "other coverage," we will pay, subject to the Limits of Liability, only our share of the amount of "damages" and payments under Supplementary Payments, if any, that exceeds the sum of:

(i) The total amount that all such "other coverage" would pay for "damages" and payments under Supplementary Payments, if any, in the absence of this Coverage Part; and

(ii) The total of all deductible and self-insured amounts under all that "other coverage" and any applicable Deductible under this Coverage Part.

(b) We will share the remaining "damages" and payments under Supplementary Payments, if any, with any "other coverage" over which coverage under this Coverage Part is not deemed to be excess by this Condition and was not bought specifically to apply in excess of the applicable Limit of Liability shown in the Declarations of this Coverage Part.

c. When other Coverage Agreements issued by us cover the "Occurrence."

If another Coverage Agreement issued to you by us either prior to or on the effective date of this Coverage Agreement or during the Coverage Agreement period of this Coverage Agreement covers an "occurrence," this Coverage Agreement shall not cover that "occurrence," whether or not this Coverage Agreement would provide a greater available Limit of Liability than one or more such other Coverage Agreements.

d. Method of Sharing

If all of the "other coverage" permits contribution by equal shares, we will follow this method also. Under this approach each coverage provider contributes equal amounts until it has paid its applicable, available Limit of Liability or none of the "damages" remain unpaid, whichever comes first.

If any of the "other coverage" does not permit contribution by equal shares, we will contribute by limits. Under this method, each coverage provider's share is based on the ratio of its applicable, available limit of liability to the total applicable limits of liability of all coverage providers.

2. Non-duplication of Insurance Under This Coverage Part - Which Coverage Applies

Any "occurrence" for which coverage is or may, under the allegations of the "claim" made or "suit" brought against the insured, be afforded under more than one of the coverages of this Coverage Part shall be deemed to be covered only by one of the coverages of this Coverage Part in accordance with the following rules:

a. "Violation of Civil, Human, or Constitutional Rights"

If the "claim" or "suit" alleges an "occurrence" which "constitutes" a "violation of civil, human, or constitutional rights," no coverage of this Coverage Part other than Coverage G. Civil Rights Liability, shall apply to or provide any coverage for the "occurrence."

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b. "Personal Injury" and "Advertising Injury"

Subject to **a.**, if the "claim" or "suit" alleges an "occurrence" which "constitutes" "personal injury" or "advertising injury," no coverage of this Coverage Part other than Coverage C. "Personal Injury" and "Advertising Injury" Liability, shall apply to or provide any coverage for the "occurrence."

c. "Errors or Omissions" Liability

Subject to **a.** and **b.**, if the "claim" or "suit" alleges an "occurrence" which "constitutes" an "error or omission," no coverage of this Coverage Part other than Coverage F. "Errors or Omissions" Liability, shall apply to or provide any coverage for the "occurrence."

d. "Bodily Injury" Liability and "Property Damage" Liability

Subject to **a.**, **b.**, and **c.**, if the "claim" or "suit" alleges an "occurrence" which "constitutes" "bodily injury" or "property damage," no coverage of this Coverage Part other than Coverage A, "Bodily Injury" Liability and Coverage B, "Property Damage" Liability, shall apply to or provide any coverage for the "occurrence"

SECTION VI - ADDITIONAL DEFINITION

The following additional definition applies throughout this Coverage Form when the defined word or phrase is used with quotation marks.

1. **"Coverage territory"** means:

   a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

   b. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in a. above; or

   c. All parts of the world if:

      (1) The injury or damage arises out of:

         (a) Goods or products made or sold by you in the territory described in a. above; or

         (b) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; and

      (2) The insured's responsibility to pay "damages" is determined in a "suit" on the merits, in the territory described in **a.** above or in a settlement to which we agree.

THIS ENDORSEMENT CHANGES THE COVERAGE AGREEMENT. PLEASE READ IT CAREFULLY.

FLORIDA ASSOCIATION OF COUNTIES TRUST

BASIC LOCAL GOVERNMENT MEDICAL SERVICES PROFESSIONAL LIABILITY ENDORSEMENT

This endorsement modifies coverage provided under the
PUBLIC AGENCY MULTI-CLASS LIABILITY COVERAGE PART

ENDORSEMENT NO. _____ PREMIUM : ADD'L $_____ RETURN $_____

If the endorsement Form Number shown below is listed by us in the Declarations to this Coverage Part, this endorsement (1) forms a part of the Coverage Agreement to which it is attached by that listing and (2) is effective from the Effective Date of this Coverage Part.

If the endorsement Form Number shown below is not listed by us in the Declarations to this Coverage Part but this endorsement is signed below by our authorized representative, this endorsement (1) forms a part of the following described Coverage Agreement and (2) is effective from the Effective Date shown below.

Coverage Agreement		Effective Date of this endorsement
Coverage Agreement Number	Date of Issue	
Member		Florida Association of Counties Trust by FACT Risk Services Corp. Authorized Representative by: _____ Signature

In consideration of the premium charged, the following amendment is made to the provisions of the Public Agency Multi-Class Liability Coverage Form, subject to all terms and conditions of this Coverage Part.

1. Exclusion does not apply

Exclusion **l.** shall not apply to liability for "damages" for "bodily injury" arising out of the performance of or failure to perform medical or nursing services or the furnishing of or failure to furnish drugs or medical supplies by:

a. You; or

b. The following persons while acting in the following capacities:

(1) Any of your elected or appointed officials;

(2) Any of your employee; or

(3) If in response to an official call to duty, any "volunteer workers" of your fire, ambulance, rescue, or Emergency Services and Disaster Agency (Civil Defense) department or organization.

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2. Exception for hospitals, and for clinics not operated by you

Notwithstanding the above, paragraph **1.** of this endorsement shall not apply to any "bodily injury" caused by, resulting from, or arising out of any act, error, or omission of:

a. Any "hospital" (whether or not owned or operated by you) or any operator, officer, director, official, employee, volunteer, or contractor of that "hospital"; or

b. Any "clinic" not operated by you, or, when acting as such, any officer, governing board member, official, employee, volunteer, or contractor of such "clinic."

3. **Additional definitions**

a. **"Ambulatory surgical center"** means a facility, a primary purpose of which is, to provide surgical services in which the patient is admitted to and discharged from such facility within the same working day and is not permitted to stay overnight. However, an office maintained by a physician for the practice of medicine, or an office maintained by a dentist for the practice of dentistry shall not be construed to be an ambulatory surgical center.

b. **"Clinic"** shall mean, for purposes of this endorsement, a facility which provides medical, nursing, psychological, or dental services other than surgical services provided other than on an incidental basis, but which does not allow patients to remain overnight at any facility owned or operated by the "organization" which owns or operates the facility. "Clinic" includes the "organization" which owns or operates the facility; while operating as such, its officers, employees, "volunteer workers," governing board members, and contractors; and buildings and structures at or from which such services are provided, the tracts and lots of land on which those buildings and structures are situated, and the ways adjacent thereto.

c. (1) **"Hospital"** shall mean, for purposes of this endorsement:

(a) Any facility a primary purpose of which is to provide medical, nursing, psychological or dental care and services and which allows some patients to remain overnight at the facility or at another location owned or operated by the "organization" which owns or operates the facility; and

(b) Any "ambulatory surgical center."

(2) "Hospital" includes the "organization" which owns or operates the facility; while operating as such, its officers, employees, volunteer, governing board members, and contractors; and buildings and structures at or from which such services are provided, the tracts and lots of land on which those buildings and structures are situated, and the ways adjacent thereto.

(3) "Hospital" does not include a jail or other penal institution or a "nursing facility."

d. **"Organization"** shall mean, for purposes of this endorsement, a corporation, trust, institution, public agency, or other person, organization, or association, or a department, joint venture, consortium, or partnership of one or more of the foregoing.

e. **"Nursing facility"** shall mean, for purposes of this endorsement, a residential facility which offers long term room and board, personal services and general nursing care which is licensed only under one or more nursing home or nursing home care acts of the state of your domicile. "Nursing facility" does not include any facility which provides obstetrical or birthing services or which the primary purpose of which is to provide mental, psychological, or psychiatric health services.

4. Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements or limitations of the Coverage Agreement, other than as is above stated.

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THIS ENDORSEMENT CHANGES THE COVERAGE AGREEMENT. PLEASE READ IT CAREFULLY.

FLORIDA ASSOCIATION OF COUNTIES TRUST

EXCLUSION OF SPECIFIED PREMISES AND OPERATIONS ENDORSEMENT

This endorsement modifies coverage provided under the
PUBLIC AGENCY MULTI-CLASS LIABILITY COVERAGE PART

ENDORSEMENT NO. _____ PREMIUM : ADD'L $_____ RETURN $_____

If the endorsement Form Number shown below is listed by us in the Declarations to this Coverage Part, this endorsement (1) forms a part of the Coverage Agreement to which it is attached by that listing and (2) is effective from the Effective Date of this Coverage Part.

If the endorsement Form Number shown below is not listed by us in the Declarations to this Coverage Part but this endorsement is signed below by our authorized representative, this endorsement (1) forms a part of the following described Coverage Agreement and (2) is effective from the Effective Date shown below.

Coverage Agreement		Effective Date of this endorsement
Coverage Agreement Number	Date of Issue	
Member		Florida Association of Counties Trust by FACT Risk Services Corp. Authorized Representative by: _____ Signature

In consideration of the premium charged, the following amendment is made to the provisions of the Public Agency Multi-Class Liability Coverage Part, subject to all terms and conditions of this Coverage Part.

Premises and Operations not Covered

This Coverage Part shall not apply to liability for or any "claim," "suit" or other "action" for "damages" caused by, resulting from, or arising out of any:

a. Premises, while owned, operated, rented or leased by you or under your care, custody or control;

b. Operations of yours; or

c. Premises or operations for which you have, in whole or in part, accepted the liability of others under any contract or agreement;

which are described in the following list:

1. Airports, aircraft runways, airport operations, aircraft, or air balloons;

2. Railroads, monorails, or railroad or monorail trackage;

3. Distribution or sale of natural or L.P. gas;

4. "Hospitals";

5. Stadiums, arenas, or grandstands with a seating capacity in excess of 5,000 people;

6. Circuses, carnivals, or amusements parks;

7. Mechanical amusement devices and rides;

8. Demonstrations or contests with "autos" or "mobile equipment" involving racing, stunting, pulling, or demolition;

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9. Rodeos or equestrian contests or demonstrations;

10. Bungee cord jumps or related activities preliminary or subsequent thereto;

11. Recreational waterslides greater than 10 feet in height.

2. **Additional definitions**

a. **"Ambulatory surgical center"** means a facility a primary purpose of which is to provide surgical services, in which the patient is admitted to and discharged from such facility within the same working day and is not permitted to stay overnight. However, an office maintained by a physician for the practice of medicine, or an office maintained by a dentist for the practice of dentistry shall not be construed to be an ambulatory surgical center.

b. (1) **"Hospital"** shall mean, for purposes of this endorsement:

(a) Any facility a primary purpose of which is to provide medical, nursing, psychological, or dental care and services and which allows some patients to remain overnight at the facility or at another location owned or operated by the "organization" which owns or operates the facility; and

(b) Any "ambulatory surgical center".

(2) "Hospital" includes the "organization" which owns or operates the facility; while operating as such, its officers, employees, "volunteer workers", governing board members, and contractors; and buildings and structures at or from which such services are provided, the tracts and lots of land on which those buildings and structures are situated, and the ways adjacent thereto.

(3) "Hospital" does not include a jail or other penal institution or a "nursing facility".

c. **"Organization"** shall mean, for purposes of this endorsement, a corporation, trust, institution, public agency, or other person, organization, or association, or a department, joint venture, consortium, or partnership of one or more of the foregoing.

d. **"Nursing facility"** shall mean, for purposes of this endorsement, a residential facility which offers long term room and board, personal services, and general nursing care which is licensed only under one or more nursing home or nursing home care acts of the state of your domicile. "Nursing facility" does not include any facility which provides obstetrical or birthing services or which the primary purpose of which is to provide mental, psychological, or psychiatric health services.

3. Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements or limitations of the Coverage Agreement, other than as is above stated.

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THIS ENDORSEMENT CHANGES THE COVERAGE AGREEMENT. PLEASE READ IT CAREFULLY.

FLORIDA ASSOCIATION OF COUNTIES TRUST

FLORIDA CLAIMS BILL
MULTI-CLASS LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies coverage provided under the
PUBLIC AGENCY MULTI-CLASS LIABILITY COVERAGE PART

ENDORSEMENT NO. _____ PREMIUM : ADD'L $_____ RETURN $_____

If the endorsement Form Number shown below is listed by us in the Declarations to this Coverage Part, this endorsement (1) forms a part of the Coverage Agreement to which it is attached by that listing and (2) is effective from the Effective Date of this Coverage Part.

If the endorsement Form Number shown below is not listed by us in the Declarations to this Coverage Part but this endorsement is signed below by our authorized representative, this endorsement (1) forms a part of the following described Coverage Agreement and (2) is effective from the Effective Date shown below.

Coverage Agreement		Effective Date of this endorsement
Coverage Agreement Number	Date of Issue	
Member		Florida Association of Counties Trust by FACT Risk Services Corp. Authorized Representative by: _____ Signature

In consideration of the premium charged, the following amendment is made to the provisions of the Public Agency Multi-Class Liability Coverage Part and the Public Agency Multi-Class Liability Coverage Form, subject to all terms and conditions of this Coverage Part.

1. Rights if Legislation is Introduced

If:

a. You shall be adjudged by a court of competent jurisdiction to be liable for "damages" because of "bodily injury", "property damage", "personal injury" or "errors or omissions" caused by an "occurrence" covered by this Coverage Part, which liability "constitutes" a "Florida Liability";

b. The amount of such "damages" is adjudged by such court to be in excess of the Limits of Liability applicable to such "occurrence" under Paragraphs 3 and 4 of Section III, Limits of Liability, of this Coverage Form;

c. Such judgment is final and unappealable; and

d. The plaintiff who or which has obtained such judgment against you causes to be reported to the Florida Legislature, in accordance with Florida Statutes, Section 768.28(5), that portion of the judgment which exceeds the Limits of Liability applicable to such "occurrence" under Paragraphs 3 and 4 of Section III, Limits of Liability, of this Coverage Form, and/or

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legislation is introduced in the Florida Legislature to require payment, in whole or in part, of such excess,

we may arrange for or contract with one or more lobbyists to represent us and you in opposing the enactment of such legislation. All amounts paid by us to such lobbyists or their contractors or vendors with respect to their activities in representing us and you in such opposition shall be considered payments under Supplementary Payments. The Additional Condition set forth in this endorsement shall apply, and your good faith compliance with that Additional Condition shall be a prerequisite to our obligation set forth in paragraph **2.** of this endorsement.

2. Obligation if Legislation Becomes Law

If such legislation with respect to such "occurrence" shall become law, subject to the Limit of Liability set forth below we will reimburse you for your payment of "damages" covered by this Coverage Part for that amount of "Florida Liability":

a. For which you are liable under such legislation; and

b. Which exceeds the Limit of Liability applicable to "Florida Liability" with respect to such "occurrence" under Section III, Limits of Liability, of this Coverage Form.

3. Limits of Liability

Subject to the Coverage Part Aggregate set forth in Section III, Limits of Liability, of this Coverage Form, the most we will pay under this endorsement for the sum of:

a. "Damages" under Coverages A., B., C., F. and G.;

b. "Damages", expenses, costs or other payments under any other coverages which are added to or made a part of this Coverage Part by endorsement or otherwise; and

c. All payments under Supplementary Payments,

caused by or arising out of any one "occurrence" is the sum which equals the difference between:

(1) The amount we are obligated to pay under the Coverage Part for or with respect to such "occurrence" prior to the application of this endorsement plus any applicable deductible; and

(2) The Limit of Liability stated in the Declarations as General Liability Per Occurrence.

4. Additional Condition--Support and Cooperation in Opposition to Legislation

a. If we act to oppose legislation as described in paragraph **1.**, above, you shall use your best efforts to provide us with positive support and cooperation in such opposition, as may be reasonably required to present effective opposition to such legislation in the opinion of such lobbyist.

b. Such positive support and cooperation shall include, at our request, without implied limitation:

(1) Formal proclamations or resolutions by your governing board in opposition to such legislation;

(2) Oral or written testimony of your officials and employees at legislative hearings or other legislative proceedings in opposition to such legislation; and

(3) Personal contact by your officials and employees with legislators identified by such lobbyist to oppose such legislation.

5. Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements or limitations of the Coverage Agreement, other than as is above stated.

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THIS ENDORSEMENT CHANGES THE COVERAGE AGREEMENT. PLEASE READ IT CAREFULLY.

FLORIDA ASSOCIATION OF COUNTIES TRUST

PUBLIC AGENCY ATTORNEY PROFESSIONAL LIABILITY ENDORSEMENT

This endorsement modifies coverage provided under the
PUBLIC AGENCY MULTI-CLASS LIABILITY COVERAGE PART

ENDORSEMENT NO. _____ PREMIUM : ADD'L $_____ RETURN $_____

If the endorsement Form Number shown below is listed by us in the Declarations to this Coverage Part, this endorsement (1) forms a part of the Coverage Agreement to which it is attached by that listing and (2) is effective from the Effective Date of this Coverage Part.

If the endorsement Form Number shown below is not listed by us in the Declarations to this Coverage Part but this endorsement is signed below by our authorized representative, this endorsement (1) forms a part of the following described Coverage Agreement and (2) is effective from the Effective Date shown below.

Coverage Agreement		Effective Date of this endorsement
Coverage Agreement Number	Date of Issue	
Member		Florida Association of Counties Trust by FACT Risk Services Corp. Authorized Representative by: _____ Signature

1. In consideration of the premium charged, the following amendments are made to the provisions of the Public Agency Multi-Class Liability Coverage Part, subject to all terms and conditions of that Coverage Part:

   a. Exclusion **(g)** of Coverage F - Errors or Omissions Liability shall not apply to liability for "damages" arising out of the performance of or failure to perform professional legal services by any attorney or assistant attorney who is your employee while such attorney is providing professional legal services to you.

   b. The following exclusion is added to Coverage F - Errors or Omissions Liability:

      This coverage does not apply to professional legal services rendered for or with respect to the offer, issuance, sale, distribution, or underwriting by you or by any consortium or joint venture of which you are a part or participant of any "security." Such professional legal services include, without implied limitation, drafting or reviewing such "securities" or any offering circular, prospectus, or other materials which describe any such "securities," drafting or issuing any opinion on or with respect to the validity, enforceability, regulatory, or other legal compliance, appropriateness, sufficiency, or other aspects of any such "security".

2. Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements or limitations of the Coverage Agreement, other than as is above stated.

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THIS ENDORSEMENT CHANGES THE COVERAGE AGREEMENT. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT
(EQUIPMENT LEASED TO THE MEMBER)

This endorsement modifies coverage provided under the
PUBLIC AGENCY MULTI-CLASS LIABILITY COVERAGE PART

ENDORSEMENT NO. _____	PREMIUM : ADD'L $ _____ RETURN $ _____

If the endorsement Form Number shown below is listed by us in the Declarations to this Coverage Part, this endorsement (1) forms a part of the Coverage Agreement to which it is attached by that listing and (2) is effective from the Effective Date of this Coverage Part.

If the endorsement Form Number shown below is not listed by us in the Declarations to this Coverage Part but this endorsement is signed below by our authorized representative, this endorsement (1) forms a part of the following described Coverage Agreement and (2) is effective from the Effective Date shown below.

Coverage Agreement		Effective Date of this endorsement
Coverage Agreement Number FAC2419ML	Date of Issue	
Member Wakulla County		Florida Association of Counties Trust by FACT Risk Services Corp. Authorized Representative by: _____ Signature

In consideration of the premium charged, the following amendment is made to the provisions of the Public Agency Multi-Class Liability Coverage Part, subject to all terms and conditions of this Coverage Part.

SCHEDULE

Designation of Person or Organization	Description of Leased Equipment
Caterpillar Financial 1800 Parkway Place Suite 280 Marietta, GA 30067	Caterpillar Vibratory Compactor Md. #CS563C S#4KN01309C

Section II, WHO IS AN INSURED, is amended to include the person(s) or organization(s) designated in the above Schedule as an insured, but the application of this Coverage Part to such insured is limited to only such coverage as the "Bodily Injury" Liability and "Property Damage" Liability Coverages of this Coverage Part provide for "bodily injury" or "property damage" arising out of your maintenance, operation, or use of equipment leased to you by such person(s) or organizations(s), subject to the following additional exclusions:

Without implied limitation, the person(s) and organization(s) designated in the above Schedule are not an insured under this Policy for purposes of or with respect to and this Policy does not apply, as respects such person(s) and organization(s), to any actual or alleged:

1. "Occurrence," injury, or damage which occurs after the equipment lease expires or after any such person or organization, or someone on their behalf, has obtained possession of the equipment, whichever happens first; or
2. "Bodily injury" or "property damage" arising out of the sole negligence of any person or organization shown in the Schedule.

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THIS ENDORSEMENT CHANGES THE COVERAGE AGREEMENT. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT
(EQUIPMENT LEASED TO THE MEMBER)

This endorsement modifies coverage provided under the
PUBLIC AGENCY MULTI-CLASS LIABILITY COVERAGE PART

ENDORSEMENT NO. _____	PREMIUM : ADD'L $_____ RETURN $_____
If the endorsement Form Number shown below is listed by us in the Declarations to this Coverage Part, this endorsement (1) forms a part of the Coverage Agreement to which it is attached by that listing and (2) is effective from the Effective Date of this Coverage Part.	
If the endorsement Form Number shown below is not listed by us in the Declarations to this Coverage Part but this endorsement is signed below by our authorized representative, this endorsement (1) forms a part of the following described Coverage Agreement and (2) is effective from the Effective Date shown below.	

Coverage Agreement Coverage Agreement Number FAC2419ML	Date of Issue	Effective Date of this endorsement
Member Wakulla County		Florida Association of Counties Trust by FACT Risk Services Corp. Authorized Representative by: _____ Signature

In consideration of the premium charged, the following amendment is made to the provisions of the Public Agency Multi-Class Liability Coverage Part, subject to all terms and conditions of this Coverage Part.

SCHEDULE

Designation of Person or Organization	**Description of Leased Equipment**
Nationsbanc Leasing Corporation PO Box 4431 Atlanta, GA 30302-4431	1989 Badger Hydroscope Telescoping Boom, S#232804

Section II, WHO IS AN INSURED, is amended to include the person(s) or organization(s) designated in the above Schedule as an insured, but the application of this Coverage Part to such insured is limited to only such coverage as the "Bodily Injury" Liability and "Property Damage" Liability Coverages of this Coverage Part provide for "bodily injury" or "property damage" arising out of your maintenance, operation, or use of equipment leased to you by such person(s) or organizations(s), subject to the following additional exclusions:

Without implied limitation, the person(s) and organization(s) designated in the above Schedule are not an insured under this Policy for purposes of or with respect to and this Policy does not apply, as respects such person(s) and organization(s), to any actual or alleged:

1. "Occurrence," injury, or damage which occurs after the equipment lease expires or after any such person or organization, or someone on their behalf, has obtained possession of the equipment, whichever happens first; or
2. "Bodily injury" or "property damage" arising out of the sole negligence of any person or organization shown in the Schedule.

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(EQUIPMENT LEASED TO THE MEMBER)

This endorsement modifies coverage provided under the
PUBLIC AGENCY MULTI-CLASS LIABILITY COVERAGE PART

ENDORSEMENT NO. _____	PREMIUM : ADD'L $_____ RETURN $_____

If the endorsement Form Number shown below is listed by us in the Declarations to this Coverage Part, this endorsement (1) forms a part of the Coverage Agreement to which it is attached by that listing and (2) is effective from the Effective Date of this Coverage Part.

If the endorsement Form Number shown below is not listed by us in the Declarations to this Coverage Part but this endorsement is signed below by our authorized representative, this endorsement (1) forms a part of the following described Coverage Agreement and (2) is effective from the Effective Date shown below.

Coverage Agreement		Effective Date of this endorsement
Coverage Agreement Number FAC2419ML	Date of Issue	
Member Wakulla County		Florida Association of Counties Trust by FACT Risk Services Corp. Authorized Representative by: _____ Signature

In consideration of the premium charged, the following amendment is made to the provisions of the Public Agency Multi-Class Liability Coverage Part, subject to all terms and conditions of this Coverage Part.

SCHEDULE

Designation of Person or Organization	Description of Leased Equipment
Caterpillar Financial Services Corp. 2120 West End Avenue Nashville, TN 37203	(5) Caterpillar Graders #0644, #0670, #0677, #0674, #0680

Section II, WHO IS AN INSURED, is amended to include the person(s) or organization(s) designated in the above Schedule as an insured, but the application of this Coverage Part to such insured is limited to only such coverage as the "Bodily Injury" Liability and "Property Damage" Liability Coverages of this Coverage Part provide for "bodily injury" or "property damage" arising out of your maintenance, operation, or use of equipment leased to you by such person(s) or organizations(s), subject to the following additional exclusions:

Without implied limitation, the person(s) and organization(s) designated in the above Schedule are not an insured under this Policy for purposes of or with respect to and this Policy does not apply, as respects such person(s) and organization(s), to any actual or alleged:

1. "Occurrence," injury, or damage which occurs after the equipment lease expires or after any such person or organization, or someone on their behalf, has obtained possession of the equipment, whichever happens first; or
2. "Bodily injury" or "property damage" arising out of the sole negligence of any person or organization shown in the Schedule.

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ADDITIONAL INSURED ENDORSEMENT
(EQUIPMENT LEASED TO THE MEMBER)

This endorsement modifies coverage provided under the
PUBLIC AGENCY MULTI-CLASS LIABILITY COVERAGE PART

ENDORSEMENT NO. _____	PREMIUM : ADD'L $ _____	RETURN $ _____

If the endorsement Form Number shown below is listed by us in the Declarations to this Coverage Part, this endorsement (1) forms a part of the Coverage Agreement to which it is attached by that listing and (2) is effective from the Effective Date of this Coverage Part.

If the endorsement Form Number shown below is not listed by us in the Declarations to this Coverage Part but this endorsement is signed below by our authorized representative, this endorsement (1) forms a part of the following described Coverage Agreement and (2) is effective from the Effective Date shown below.

Coverage Agreement		Effective Date of this endorsement
Coverage Agreement Number FAC2419ML	Date of Issue	
Member Wakulla County		Florida Association of Counties Trust by FACT Risk Services Corp. Authorized Representative by: _____ Signature

In consideration of the premium charged, the following amendment is made to the provisions of the Public Agency Multi-Class Liability Coverage Part, subject to all terms and conditions of this Coverage Part.

SCHEDULE

Designation of Person or Organization	Description of Leased Equipment
John Deere Credit, Inc 6400 NW 86th Street PO Box 8800 Johnston, IA 50131-6600	John Deere Excavator Model #270DLC S#FF270DX703815

Section II, WHO IS AN INSURED, is amended to include the person(s) or organization(s) designated in the above Schedule as an insured, but the application of this Coverage Part to such insured is limited to only such coverage as the "Bodily Injury" Liability and "Property Damage" Liability Coverages of this Coverage Part provide for "bodily injury" or "property damage" arising out of your maintenance, operation, or use of equipment leased to you by such person(s) or organizations(s), subject to the following additional exclusions:

Without implied limitation, the person(s) and organization(s) designated in the above Schedule are not an insured under this Policy for purposes of or with respect to and this Policy does not apply, as respects such person(s) and organization(s), to any actual or alleged:

1. "Occurrence," injury, or damage which occurs after the equipment lease expires or after any such person or organization, or someone on their behalf, has obtained possession of the equipment, whichever happens first; or
2. "Bodily injury" or "property damage" arising out of the sole negligence of any person or organization shown in the Schedule.

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ADDITIONAL INSURED ENDORSEMENT
(PREMISES LEASED TO THE MEMBER)

This endorsement modifies coverage provided under the
PUBLIC AGENCY MULTI-CLASS LIABILITY COVERAGE PART

ENDORSEMENT NO. _____ PREMIUM : ADD'L $_____ RETURN $_____

If the endorsement Form Number shown below is listed by us in the Declarations to this Coverage Part, this endorsement (1) forms a part of the Coverage Agreement to which it is attached by that listing and (2) is effective from the Effective Date of this Coverage Part.

If the endorsement Form Number shown below is not listed by us in the Declarations to this Coverage Part but this endorsement is signed below by our authorized representative, this endorsement (1) forms a part of the following described Coverage Agreement and (2) is effective from the Effective Date shown below.

Coverage Agreement		Effective Date of this endorsement
Coverage Agreement Number FAC2419ML	Date of Issue	
Member Wakulla County		Florida Association of Counties Trust by FACT Risk Services Corp. Authorized Representative by: _____ Signature

In consideration of the premium charged, the following amendment is made to the provisions of the Public Agency Multi-Class Liability Coverage Part, subject to all terms and conditions of this Coverage Part.

SCHEDULE

Designation of Person or Organization	**Description of Premises** **(Part leased to You)**
Apalachee Center, Inc. (AC), A Florida Not-For-Profit Corporation 2634-J Capital Circle NE Tallahassee, FL 32308	Professional Office Building 43 Oak Street Crawfordville, FL 32326 Per lease agreement effective 8/1/06

Section II, WHO IS AN INSURED, is amended to include the person(s) or organization(s) designated in the above Schedule as an insured, but the application of this Coverage Part to such insured is limited to only such coverage as the "Bodily Injury" Liability and "Property Damage" Liability coverages of this Coverage Part provide for "bodily injury" or "property damage" arising out of the ownership, maintenance, or use of that part of the premises leased to you and shown in the Schedule, subject to the following additional exclusions:

Without implied limitation, the person(s) and organization(s) designated in the above Schedule are not an insured under this Policy for purposes of or with respect to and this Policy does not apply, as respects such person(s) and organization(s), to:

1. Any actual or alleged "occurrence," injury, or damage which occurs after you cease to be a tenant in that premises; or
2. Structural alterations, new construction, or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

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ADDITIONAL INSURED ENDORSEMENT
(PREMISES LEASED TO THE MEMBER)

This endorsement modifies coverage provided under the
PUBLIC AGENCY MULTI-CLASS LIABILITY COVERAGE PART

ENDORSEMENT NO. _____	PREMIUM : ADD'L $ _____	RETURN $ _____

If the endorsement Form Number shown below is listed by us in the Declarations to this Coverage Part, this endorsement (1) forms a part of the Coverage Agreement to which it is attached by that listing and (2) is effective from the Effective Date of this Coverage Part.

If the endorsement Form Number shown below is not listed by us in the Declarations to this Coverage Part but this endorsement is signed below by our authorized representative, this endorsement (1) forms a part of the following described Coverage Agreement and (2) is effective from the Effective Date shown below.

Coverage Agreement		Effective Date of this endorsement
Coverage Agreement Number FAC2419ML	Date of Issue	
Member Wakulla County		Florida Association of Counties Trust by FACT Risk Services Corp. Authorized Representative by: _____ Signature

In consideration of the premium charged, the following amendment is made to the provisions of the Public Agency Multi-Class Liability Coverage Part, subject to all terms and conditions of this Coverage Part.

SCHEDULE

Designation of Person or Organization	Description of Premises (Part leased to You)
Wakulla County School System Crawfordville, FL	Wakulla County Elementary School Crawfordville, FL

Section II, WHO IS AN INSURED, is amended to include the person(s) or organization(s) designated in the above Schedule as an insured, but the application of this Coverage Part to such insured is limited to only such coverage as the "Bodily Injury" Liability and "Property Damage" Liability coverages of this Coverage Part provide for "bodily injury" or "property damage" arising out of the ownership, maintenance, or use of that part of the premises leased to you and shown in the Schedule, subject to the following additional exclusions:

Without implied limitation, the person(s) and organization(s) designated in the above Schedule are not an insured under this Policy for purposes of or with respect to and this Policy does not apply, as respects such person(s) and organization(s), to:

1. Any actual or alleged "occurrence," injury, or damage which occurs after you cease to be a tenant in that premises; or
2. Structural alterations, new construction, or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

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FLORIDA ASSOCIATION OF COUNTIES TRUST

"DESIGNATED WRONGFUL EMPLOYMENT PRACTICES" LIABILITY
COVERAGE PART AND DECLARATIONS

Member: Wakulla County

Coverage Part Number: FAC2419EP Prior Number: FAC2389EP

I. COVERAGE, COVERAGE FORMS, AND OTHER FORMS IN COVERAGE PART

The "Designated Wrongful Employment Practices" Liability coverage afforded is only those coverages described in this "Designated Wrongful Employment Practices" Liability Coverage Part to this Coverage Agreement. Unless otherwise provided by Endorsement to this Coverage Part, the "Designated Wrongful Employment Practices" Liability Coverage Part includes only:

A. The "Designated Wrongful Employment Practices" Liability Coverage Form which is attached hereto and made a part hereof; and

B. The other forms and endorsements that are listed in paragraph **II. B.**, below.

II. "DESIGNATED WRONGFUL EMPLOYMENT PRACTICES" LIABILITY DECLARATIONS

A. Limits of Liability

The FACT's Limit of Liability for all such coverage is:

1.	Coverage Part Aggregate:	$ 1,000,000;
2.	"Designated Wrongful Employment Practices" Liability Per Occurrence:	$ 1,000,000;
3.	"Florida Liability" Per Occurrence:	$ 200,000;
4.	"Florida Liability" Per Person:	$ 100,000,

subject to all the terms and conditions of this Coverage Agreement having reference hereto.

B. Form numbers of forms, endorsements and schedules forming a part of this Coverage Part at its inception:

FACT 17U 301 (09/97) FACT 17U 302 (09/97)

C. Deductible: $ 5,000 The Deductible is applicable to all coverages.

D. Premium: $ 8,609 This is an estimated premium and is subject to adjustment.

F. Listing of Consortia, Partnerships and Joint Ventures. (see Section II - Who Is An Insured)

FLORIDA ASSOCIATION OF COUNTIES TRUST

"DESIGNATED WRONGFUL EMPLOYMENT PRACTICES" LIABILITY COVERAGE FORM

("OCCURRENCE" BASIS)

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SECTION I - COVERAGES

A. COVERAGE H. "DESIGNATED WRONGFUL EMPLOYMENT PRACTICES" LIABILITY

1. What is Covered.

a. We will pay those sums that the insured becomes legally obligated to pay as "damages" because of injury caused by "Designated Wrongful Employment Practices" to which this Coverage Part applies. We will have the right and duty to defend any insured against a "suit" seeking those "damages" from the insured, and we will have the right to administer, manage, and control the defense of the insured subject to and in accordance with Conditions **2.** and **16.** We may at our discretion investigate any "occurrence" and settle, in whole or in part, any "claim" or "suit" that may result. But:

(1) The amount we will pay for "damages" and for all payments under Supplementary Payments is limited as described in Limits of Liability; and

(2) Our right and duty to defend end when we have used up the applicable Limit of Liability by the payment, in whole or in part, of judgments or settlements or other payments under this Coverage Part, including payments under Supplementary Payments.

b. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

c. This coverage applies to "Designated Wrongful Employment Practices" only if:

(1) The "Designated Wrongful Employment Practices" "constitute" an "occurrence" that takes place in the "coverage territory";

(2) The "occurrence" that causes the "Designated Wrongful Employment Practices" "first occurs" during the Coverage Agreement period

2. Exclusions.

This coverage does not apply to:

a. "Claims" or "actions" for, claiming, resulting from, or arising out of:

(1) **Knowingly false publication**

Oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity;

(2) **Prior publication**

Oral or written publication of material whose first publication took place before the Retroactive Date stated in the Declarations to this Coverage Part;

(3) **Willful violation of penal statute**

The willful violation of a penal statute or ordinance committed by or with the consent of the insured;

(4) **Fraud, Crime, and Malice**

Fraudulent, criminal, or malicious acts, errors, or omissions;

(5) **Strike, Lockout, etc.**

The course or conduct of or response to any lockout, strike, picket line, striker replacement, or other labor dispute or labor action or any collective bargaining negotiation or agreement or other labor negotiations or agreements;

(6) **Violation of, payment of "benefits" under, or performance of obligations under "Employment Related Laws"**

Any violation of, payment of "benefits" under, or performance of obligations under, without implied limitation, the "employment related laws," but this exclusion shall not apply to "employment discrimination and wrongful termination" because of exercise by your employee of a statutory right set forth in any of the "employment related laws" other than any law, resolution, or ordinance you enact; or

(7) **"Financial Impairment"**

Your "financial impairment";

b. Salary, "Benefits," etc.

"Damages" consisting of recovery of:

(1) Salary, wages, or other compensation or "benefits";

(2) Back or front salary, back or front wages, back or front other compensation or "benefits"; or

(3) Interest or penalties on any such salary, wages, other compensation or "benefits," or on the amount thereof,

payable to any person by the insured;

c. Closings, Mergers

Any "Employment Termination" caused by, resulting, from or arising out of your closing or eliminating one or more buildings, departments, or operations or merging or combining with any other entity;

d. ADA Accommodations

Any "damages," costs, or expenses incurred by any insured in providing equipment, facilities or personnel, making physical changes, modifications, alterations, or improvements or taking or forbearing to take other actions as part of:

(1) An accommodation of any disabled person; or

(2) An improvement of accessibility,

pursuant to the Americans With Disabilities Act of 1990 (ADA), the Rehabilitation Act of 1973 or any similar federal, state, or local law;

e. Contracted Employment Termination Payments

"Damages" or other payments payable under or caused by, resulting from or arising out of the actual or alleged violation or breach of an oral or written contract of employment or an oral or written agreement to make payments if there is an "employment termination";

f. Contractual liability

"Designated Wrongful Employment Practices" for which the insured has assumed liability in a contract or agreement (but this exclusion shall not apply to liability which the insured would have without the contract or agreement.);

g. Liquor Liability

Injury for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance, or regulation relating to the sale, gift, distribution, or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving, or furnishing alcoholic beverages;

h. Aircraft, Vehicles, Equipment, or Watercraft

Injury arising out of the ownership, maintenance, use, or entrustment to others of any:

(1) Aircraft;

(2) Vehicle, including without implied limitation, any trailer, whether or not attached to another vehicle;

(3) Motorized or non motorized on or off road equipment;

(4) Mechanical, electric, and electronic tools and equipment; or

(5) Watercraft,

owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading";

i. Real and Personal Property

Loss, including loss of use, disappearance, or destruction of or injury or damage to real property or tangible or intangible personal property, including, without implied limitation, money, checks, drafts, and "securities"; or

j. Medical and Legal Professional Liability

Injury caused by, resulting from or arising out of:

(1) The provision of or failure to provide:

(a) Medical, surgical, dental, nursing, or diagnostic service;

(b) Medical, surgical, dental, nursing, or diagnostic treatment;

(c) Professional legal services, or

(2) (a) The furnishing or dispensing; or

(b) The failure to furnish or dispense or properly furnish;

drugs or medical, dental, or surgical supplies or appliances.

B. SUPPLEMENTARY PAYMENTS

1. We will pay, with respect to any "occurrence" reported or "claim" against an insured we investigate or settle; any "suit" against an insured we defend; or any mediation, "suit," "arbitration," or other "action" against, by, or with the insured in which we participate:

   a. All expenses we incur.

   b. The cost of bonds to release attachments, but only for bond amounts within the "unused" portion of the applicable Limit of Liability. We do not have to furnish these bonds.

   c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the "claim" or "suit," including actual loss of earnings up to $250 a day because of time off from work.

   d. All costs taxed against the insured in the "suit," except that such costs shall not include plaintiff's attorneys fees awarded under United States Code, Title 42, Section 1988, or under any other state or federal statute, rule, or regulation.

   e. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Liability, we will not pay any prejudgment interest based on that period of time after the offer.

   f. All interest on the full amount of any judgment for "damages" covered by this Coverage Form that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment to which this judgment applies that is within the "unused" portion of the applicable Limit of Liability.

2. These payments may reduce the applicable Limit of Liability. Refer to Limits of Liability.

3. Payments made by us for the defense of the insured, whether or not undertaken at our discretion shall be considered payments made under Supplementary Payments.

SECTION II - WHO IS AN INSURED

1. Public Agencies

If you are designated in the Common Coverage Agreement Form as:

a. A County, Independent District or other Public Agency, you are an insured.

b. A Public Agency consortium, partnership, or joint venture, you are an insured. Your members or partners are also insureds, but only with respect to the conduct of your consortium, partnership, or joint venture operations.

2. Employees, Officials, Officers, Board Members, and Their Representatives

a. Each of the following is also an insured:

(1) Your employees; and

(2) Your elected or appointed officials, officers, and governing board members,

but only with respect to and when acting within the scope of their duties as your employees or officials.

b. Any person or organization acting as the legal representative of an insured who dies. That representative will have all the insured's rights and duties under this Coverage Part.

3. Newly Acquired Organizations

Any organization you newly acquire or form that legally becomes a part of you, will qualify as an undivided part of you and, as such, an insured if there is no "other coverage" available to that organization. However, this Coverage Part does not apply to "designated wrongful employment practices" caused by an "occurrence" that "first occurred" before you acquired or formed the organization.

4. Consortia, Partnerships, or Joint Ventures not in Declarations

No person or organization is an insured with respect to the conduct of any current or past consortium, partnership, or joint venture that is not:

a. Listed as the Member in the Common Coverage Agreement Declarations or

b. Listed in the Declarations to this Coverage Part.

SECTION III - LIMITS OF LIABILITY

1. Effect of Limits of Liability

The Limits of Liability shown in the Declarations to this Coverage Part and the rules below fix the most we will pay regardless of the number of:

a. Insureds under this Coverage Agreement;

b. "Claims" made or "suits" brought;

c. Persons or organizations making "claims" or bringing "suits"; or

d. Persons who are subject to "wrongful employment practices."

2. Coverage Agreement Aggregate

The Limit of Liability stated in the Declarations to this Coverage Part as Coverage Part Aggregate in the Declarations to this Coverage Part is the most we will pay for the sum of:

a. "Damages" under Coverage H, "Designated Wrongful Employment Practices" Liability, and

b. All payments under Supplementary Payments.

3. "Designated Wrongful Employment Practices" Liability Per Occurrence

Subject to **2.**, above, the Limit of Liability stated in the Declarations to this Coverage Part as "Designated Wrongful Employment Practices" Liability Per Occurrence is the most we will pay for the sum of:

a. "Damages" under Coverage H., "Designated Wrongful Employment Practices" Liability;

b. "Damages," expenses, costs, or other payments under any other coverages which are added to or made a part of this Coverage Part by endorsement or otherwise; and

c. All payments under Supplementary Payments,

caused by, resulting from, or arising out of any one "occurrence."

4. "Florida Liability" Per Occurrence

Subject to **2.** and **3.**, above, the Limit of Liability stated in the Declarations to this Coverage Part as "Florida Liability" Per Occurrence is the most we will pay for all "damages" caused by or arising out of any one "occurrence," the liability of any insured for which "constitutes" "Florida Liability."

5. "Florida Liability" Per Person

Subject to **2.**, **3.**, and **4.**, above, the Limit of Liability stated in the Declarations to this Coverage Part as "Florida Liability" Per Person is the most we will pay for all "damages" to any one person and caused by or arising out of any one "occurrence," the liability of any insured for which "constitutes" "Florida Liability."

6. Application of Limits of Liability to certain insureds.

If persons or organizations, other than persons and organizations described in Subsection **1.** and **2. a.** of Section 2, Who is an Insured, are covered (whether solely or with other insureds), in whole or in part, directly or indirectly, by this Coverage Part, whether by the terms of this Coverage Agreement, including, without implied limitation, by contractual assumption of liability by contract or agreement, or by the terms of any endorsement hereto, including, without implied limitation, any additional insured endorsement:

a. Our Limit of Liability under this Coverage Part for all "damages" to any one person or organization and arising out of any one "occurrence" shall not exceed that Limit of Liability which is applicable under this Coverage Part to you with respect to such person and such "occurrence," and

b. Our Limit of Liability under this Coverage Part for all "damages" arising out of any one "occurrence" shall not exceed that Limit of Liability which is applicable under this Coverage Part to you, with respect to such "occurrence."

7. Application of Limits of Liability

The Limits of Liability of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the Coverage Agreement period, unless the Coverage Agreement period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the applicable Limit of Liability.

SECTION IV - DEDUCTIBLE

1. Effect of Deductible

Our obligation under this Coverage Part to pay "damages" or make payments under Supplementary Payments applies only to the amount of "damages" and Supplementary Payments in excess of any Deductible stated in the Declarations to this Coverage Part as applicable to this Coverage Part.

2. Application of Deductible

The Deductible applies, under Coverage H. "Designated Wrongful Employment Practices" Liability, to all "damages" and all payments under Supplementary Payments because of actual or alleged "designated wrongful employment practices" as the result of any one "occurrence," regardless of the number of persons who sustain "damages" because of that "occurrence."

3. Company may pay Deductible, Reimbursement

We may pay on behalf of the insured any portion or all of any Deductible. Upon notification of such payment, you shall promptly reimburse us for the portion of the Deductible we paid.

4. Other "Occurrences"

The application of a Deductible to one "occurrence" under this Coverage Part shall not reduce the Deductible applicable to any other "occurrence" under this Coverage Part.

SECTION V - ADDITIONAL CONDITIONS

This Additional Condition is in addition to any Common Coverage Agreement Conditions which may apply to this Coverage Part. If a conflict between this Additional Conditions and the Common Coverage Agreement Conditions, this Additional Conditions shall control.

1. "Other Coverage"

If valid and collectible "other coverage" is available to the insured for an "occurrence" we cover under this Coverage Part, our obligations are limited as follows:

a. Excess Coverage

Coverage under this Coverage Part is excess over any "other coverage" unless such "other coverage," by its written terms and conditions, expressly declares such "other coverage" to be excess over this Coverage Agreement and to specifically to apply in excess of the applicable Limit of Liability shown in the Declarations of this Coverage Part.

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b. When this Coverage Part is Excess

(1) When this Coverage Part is excess, we will have no duty to defend any "suit":

(a) That any "other coverage provider" has a duty to defend; or

(b) For which funds are provided or reimbursed to you by the "other coverage" for costs or expenses of defense of that "suit."

(2) When:

(a) This Coverage Part is excess;

(b) No "other coverage provider" defends or provides any funds for or any reimbursement of defense costs; and

(c) We would, except for this Condition, be obligated to defend the "suit,"

we will undertake to defend the insured against such "suit" under the terms and conditions and subject to the Limits of Liability, but we will be entitled to the insured's rights against all those "other coverage providers."

(3) (a) When this Coverage Part is excess over "other coverage," we will pay, subject to the Limits of Liability, only our share of the amount of "damages" and payments under Supplementary Payments, if any, that exceeds the sum of:

(i) The total amount that all such "other coverage" would pay for "damages" and payments under Supplementary Payments, if any, in the absence of this Coverage Part; and

(ii) The total of all deductible and self-insured amounts under all that "other coverage" and any applicable Deductible under this Coverage Part.

(b) We will share the remaining "damages" and payments under Supplementary Payments, if any, with any "other coverage":

(i) Over which coverage under this Coverage Part is not deemed to be excess by this Condition or

(ii) Which the laws of the State deem to be written on an equal (as to its status as primary or excess coverage) basis with this coverage,

and was not bought specifically to apply in excess of the applicable Limit of Liability shown in the Declarations of this Coverage Part.

c. When other Coverage Agreements issued by us cover the "Occurrence"

If another Coverage Agreement issued to you by us either prior to or on the effective date of this Coverage Agreement or during the Coverage Agreement period of this Coverage Agreement covers an "occurrence," this Coverage Agreement shall not cover that "occurrence," whether or not this Coverage Agreement would provide a greater available Limit of Liability than one or more such other Coverage Agreements.

d. Method of Sharing

If all of the "other coverage" permits contribution by equal shares, we will follow this method also. Under this approach each coverage provider contributes equal amounts until it has paid its applicable, available Limit of Liability or none of the "damages" remain unpaid, whichever comes first.

If any of the "other coverage" does not permit contribution by equal shares, we will contribute by limits. Under this method, each coverage provider's share is based on the ratio of its applicable, available limit of liability to the total applicable limits of liability of all coverage providers.

SECTION VI - ADDITIONAL DEFINITION

The following definition applies throughout this Coverage Part when the defined phrase is used with quotation marks.

1. **"Coverage territory"** means the United States of America (including its territories and possessions), Puerto Rico, and Canada.

END OF COVERAGE PART

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THIS ENDORSEMENT CHANGES THE COVERAGE AGREEMENT. PLEASE READ IT CAREFULLY.

FLORIDA ASSOCIATION OF COUNTIES TRUST

FLORIDA CLAIMS BILL "DESIGNATED WRONGFUL EMPLOYMENT PRACTICES" LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies coverage provided under the
"DESIGNATED WRONGFUL EMPLOYMENT PRACTICES" LIABILITY COVERAGE PART

ENDORSEMENT NO. _____ PREMIUM : ADD'L $_____ RETURN $_____

If the endorsement Form Number shown below is listed by us in the Declarations to this Coverage Part, this endorsement (1) forms a part of the Coverage Agreement to which it is attached by that listing and (2) is effective from the Effective Date of this Coverage Part.

If the endorsement Form Number shown below is not listed by us in the Declarations to this Coverage Part but this endorsement is signed below by our authorized representative, this endorsement (1) forms a part of the following described Coverage Agreement and (2) is effective from the Effective Date shown below.

Coverage Agreement		Effective Date of this endorsement
Coverage Agreement Number	Date of Issue	
Member		Florida Association of Counties Trust by FACT Risk Services Corp. Authorized Representative by: _____ Signature

In consideration of the premium charged, the following amendment is made to the provisions of the "Designated Wrongful Employment Practices" Liability Coverage Part Declarations and the "Designated Wrongful Employment Practices" Liability Coverage Form, subject to all terms and conditions of this Coverage Part.

1. Rights if Legislation is Introduced

If:

a. You shall be adjudged by a court of competent jurisdiction to be liable for "damages" caused by an "occurrence" of "Designated Wrongful Employment Practices" covered by this Coverage Part, which liability "constitutes" a "Florida Liability";

b. The amount of such "damages" is adjudged by such court to be in excess of the Limits of Liability applicable to such "occurrence" under Paragraphs **3** and **4** of Section III, Limits of Liability, of this Coverage Form;

c. Such judgment is final and unappealable; and

d. The plaintiff who or which has obtained such judgment against you causes to be reported to the Florida Legislature, in accordance with Florida Statutes, Section 768.28(5), that portion of the judgment which exceeds the Limits of Liability applicable to such "occurrence" under Paragraphs **3** and **4** of Section III, Limits of Liability, of this Coverage Form, and/or legislation is introduced in the Florida Legislature to require payment, in whole or in part, of such excess,

we may arrange for or contract with one or more lobbyists to represent us and you in opposing the enactment of such legislation. All amounts paid by us to such lobbyists or their contractors or vendors

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with respect to their activities in representing us and you in such opposition shall be considered payments under Supplementary Payments. The Additional Condition set forth in this endorsement shall apply, and your good faith compliance with that Additional Condition shall be a prerequisite to our obligation set forth in paragraph 3. of this endorsement.

2. **Obligation if Legislation Becomes Law**

If such legislation with respect to such "occurrence" shall become law, subject to the Limit of Liability set forth below we will reimburse you for your payment of "damages" covered by this Coverage Part for that amount of "Florida Liability"

a. For which you are liable under such legislation and

b. Which exceeds the Limit of Liability applicable to "Florida Liability" with respect to such "occurrence" under Section III, Limits of Liability, of this Coverage Form.

3. **Limits of Liability**

Subject to the Coverage Part Aggregate set forth in Section III, Limits of Liability, of this Coverage Form, the most we will pay under this endorsement for the sum of:

a. "Damages" under Coverage H.;

b. "Damages," expenses, costs, or other payments under any other coverages which are added to or made a part of this Coverage Part by endorsement or otherwise; and

c. All payments under Supplementary Payments,

caused by or arising out of any one "occurrence" is the sum which equals the difference between:

(1) The amount we are obligated to pay under this Coverage Part for or with respect to such "occurrence" prior to the application of this endorsement plus any applicable deductible; and

(2) The Limit of Liability stated in the Declarations as "Designated Wrongful Employment Practices" Liability Per Occurrence.

4. **Additional Condition--Support and Cooperation in Opposition to Legislation**

a. If we act to oppose legislation as described in paragraph **2.**, above, you shall use your best efforts to provide us with positive support and cooperation in such opposition, as may be reasonably required to present effective opposition to such legislation in the opinion of such lobbyist.

b. Such positive support and cooperation shall include, at our request, without implied limitation:

(1) Formal proclamations or resolutions by your governing board in opposition to such legislation;

(2) Oral or written testimony of your officials and employees at legislative hearings or other legislative proceedings in opposition to such legislation; and

(3) Personal contact by your officials and employees with legislators identified by such lobbyist to oppose such legislation.

5. Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements or limitations of the Coverage Agreement, other than as is above stated.

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FLORIDA ASSOCIATION OF COUNTIES TRUST

"EMPLOYEE BENEFITS ERRORS OR OMISSIONS" LIABILITY
COVERAGE PART AND DECLARATIONS

Member: Wakulla County

Coverage Part Number: FAC2419EB Prior Number: FAC2389EB

I. COVERAGE, COVERAGE FORMS, AND OTHER FORMS IN COVERAGE PART

The "Employee Benefits Errors or Omissions" Liability coverage afforded is only those coverages described in this "Employee Benefits Errors or Omissions" Liability Coverage Part to this Coverage Agreement. Unless otherwise provided by Endorsement to this Coverage Part, the "Employee Benefits Errors or Omissions" Liability Coverage Part includes only:

A. The "Employee Benefits Errors or Omissions" Liability Coverage Form which is attached hereto and made a part hereof; and

B. The other forms and endorsements that are listed in paragraph II. B., below.

II. "EMPLOYEE BENEFITS ERRORS OR OMISSIONS" LIABILITY DECLARATIONS

A. Limits of Liability

The FACT's Limit of Liability for all such coverage is:

1.	Coverage Part Aggregate:	$	1,000,000;
2.	"Employee Benefits Errors or Omissions" Liability Per Occurrence:	$	1,000,000;
3.	"Florida Liability" Per Occurrence:	$	200,000;
4.	"Florida Liability" Per Person:	$	100,000,

subject to all the terms and conditions of this Coverage Agreement having reference hereto.

B. Form numbers of forms, endorsements and schedules forming a part of this Coverage Part at its inception:

FACT 17U 401 (09/97) FACT 17U 402 (09/97)

C. Deductible: $ 1,000 The Deductible is applicable to all coverages.

D. Premium: $ 727 This is an estimated premium and is subject to adjustment.

E. Listing of Consortia, Partnerships, and Joint Ventures. (see Section II - Who Is An Insured)

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FLORIDA ASSOCIATION OF COUNTIES TRUST

"EMPLOYEE BENEFITS ERRORS OR OMISSIONS" LIABILITY

COVERAGE FORM

("OCCURRENCE" BASIS)

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SECTION I - COVERAGES

A. COVERAGE J. "EMPLOYEE BENEFITS ERRORS OR OMISSIONS" LIABILITY

1. What is Covered.

a. We will pay those sums that the insured becomes legally obligated to pay as "damages" because of injury caused by "employee benefits errors or omissions" to which this Coverage Part applies. We will have the right and duty to defend any insured against a "suit" seeking those "damages" from the insured, and we will have the right to administer, manage, and control the defense of the insured subject to and in accordance with Conditions **2.** and **16.** We may at our discretion investigate any "occurrence" and settle, in whole or in part, any "claim" or "suit" that may result. But:

(1) The amount we will pay for "damages" and for all payments under Supplementary Payments is limited as described in Limits of Liability; and

(2) Our right and duty to defend end when we have used up the applicable Limit of Liability by the payment, in whole or in part, of judgments or settlements or other payments under this Coverage Part, including payments under Supplementary Payments.

b. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

c. This coverage applies to "employee benefits errors or omissions" only if:

(1) The "employee benefits errors or omissions" "constitute" an "occurrence" that takes place in the "coverage territory";

(2) The "occurrence" that causes the "employee benefits errors or omissions" "first occurs" during the Coverage Agreement period

2. Exclusions.

This coverage does not apply to:

a. "Damages" caused by, resulting from, or arising out of:

(1) The failure of performance of any contract by any insurer;

(2) Dishonest, fraudulent, criminal, or malicious acts, errors, or omissions;

(3) Insufficiency of funds to meet some or all obligations under any "employee benefits program"; or

(4) Your "financial impairment."

b. "Damages" consisting of recovery of:

(1) Salary, wages, or other compensation;

(2) Back or front salary, back or front wages, back or front other compensation; or

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(3) Interest or penalties on any such salary, wages, or other compensation, or on the amount thereof,

payable to any person by the insured.

c. "Claims" or "actions" claiming "damages" caused by, resulting from, or arising out of:

(1) Failure of any investment to perform as represented by any insured;

(2) Advice given to any person to participate or not to participate in any program included in an "employee benefit program"; or

(3) The investment, improper or inappropriate investment, or non-investment of funds which are or should have been included in or a part of an "employee benefit program."

d. "Claims" or "actions" for, claiming, resulting from, or arising out of violation of or failure to comply with the mandatory provisions of any workers' compensation, unemployment insurance, social security, or disability benefits law.

e. "Bodily injury," "property damage," "personal injury," or "advertising injury."

f "Damages" or other payments payable as, in lieu of or as partial or full compensation for failure to receive "benefits" which have accrued under the terms of an "employee benefit program" to the extent that such "benefits" are available from funds accrued by any insured for such "benefits" or from collectible insurance, notwithstanding the insured's negligent act, error, or omission in administering the "employee benefits program" which precluded the claimant from receiving such "benefits."

g. "Claims" or "actions" alleging, resulting directly or indirectly from or in any way involving any acts, errors, or omissions of any insured serving in their capacities as fiduciaries (including fiduciaries as defined in the Employee Retirement Income Security Act of 1974 and Amendments thereto or similar provisions of any federal, state, or local statute or common law) of any "employee benefit program."

h. "Employee benefits errors or omissions" for which the insured has assumed liability in a contract or agreement (but this exclusion shall not apply to liability which the insured would have without the contract or agreement.)

B. SUPPLEMENTARY PAYMENTS

1. We will pay, with respect to any "occurrence" reported or "claim" against an insured we investigate or settle; any "suit" against an insured we defend; or any mediation, "suit," "arbitration," or other "action" against, by, or with the insured in which we participate:

a. All expenses we incur.

b. The cost of bonds to release attachments, but only for bond amounts within the "unused" portion of the applicable Limit of Liability. We do not have to furnish these bonds.

c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the "claim" or "suit," including actual loss of earnings up to $250 a day because of time off from work.

d. All costs taxed against the insured in the "suit," except that such costs shall not include plaintiff's attorneys fees awarded under United States Code, Title 42, Section 1988, or under any other state or federal statute, rule, or regulation.

e. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Liability, we will not pay any prejudgment interest based on that period of time after the offer.

f. All interest on the full amount of any judgment for "damages" covered by this Coverage Form that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment to which this coverage applies that is within the "unused" portion of the applicable Limit of Liability.

2. These payments may reduce the applicable Limit of Liability. Refer to Limits of Liability.

3. Payments made by us for the defense of the insured, whether or not undertaken at our discretion shall be considered payments made under Supplementary Payments.

SECTION II - WHO IS AN INSURED

1. Public Agencies

If you are designated in the Common Coverage Agreement Form as:

a. A Public Agency, you are an insured.

b. A Public Agency consortium, partnership, or joint venture, you are an insured. Your members or partners are also insureds, but only with respect to the conduct of your consortium, partnership, or joint venture operations.

2. Employees, Officials, Officers, Board Members, and Their Representatives

a. Each of the following is also an insured:

(1) Your employees; and

(2) Your elected or appointed officials, officers, and governing board members,

but only with respect to and when acting within the scope of their duties as your employees or officials.

b. Any person or organization acting as the legal representative of an insured who dies. That representative will have all the insured's rights and duties under this Coverage Part.

3. Newly Acquired Organizations

Any organization you newly acquire or form that legally becomes a part of you, will qualify as an undivided part of you and, as such, an insured if there is no "other coverage" available to that organization. However, this Coverage Part does not apply to "employee benefits errors or omissions" caused by an "occurrence" that "first occurred" before you acquired or formed the organization.

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4. Consortia, Partnerships, or Joint Ventures not in Declarations

No person or organization is an insured with respect to the conduct of any current or past consortium, partnership, or joint venture that is not:

a. Listed as the Member in the Common Coverage Agreement Declarations; or

b. Listed in the Declarations to this Coverage Part.

SECTION III - LIMITS OF LIABILITY

1. Effect of Limits of Liability

The Limits of Liability shown in the Declarations to this Coverage Part and the rules below fix the most we will pay regardless of the number of:

a. Insureds under this Coverage Agreement;

b. "Claims" made or "suits" brought;

c. Persons or organizations making "claims" or bringing "suits"; or

d. Persons who are subject to "employee benefits errors or omissions."

2. Coverage Agreement Aggregate

The Limit of Liability stated in the Declarations to this Coverage Part as Coverage Part Aggregate in the Declarations to this Coverage Part is the most we will pay for the sum of:

a. "Damages" under Coverage J, "Employee Benefits Errors or Omissions" Liability; and

b. All payments under Supplementary Payments.

3. "Employee Benefits Errors or Omissions" Liability Per Occurrence

Subject to **2.**, above, the Limit of Liability stated in the Declarations to this Coverage Part as "Employee Benefits Errors or Omissions" Liability Per Occurrence is the most we will pay for the sum of:

a. "Damages" under Coverage J, "Employee Benefits Errors or Omissions" Liability;

b. "Damages," expenses, costs, or other payments under any other coverages which are added to or made a part of this Coverage Part by endorsement or otherwise; and

c. All payments under Supplementary Payments,

caused by, resulting from, or arising out of any one "occurrence."

4. "Florida Liability" Per Occurrence

Subject to **2.** and **3.**, above, the Limit of Liability stated in the Declarations to this Coverage Part as "Florida Liability" Per Occurrence is the most we will pay for all "damages" caused by or arising out of any one "occurrence," the liability of any insured for which "constitutes" "Florida Liability."

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5. "Florida Liability" Per Person

Subject to **2.**, **3.**, and **4.**, above, the Limit of Liability stated in the Declarations to this Coverage Part as "Florida Liability" Per Person is the most we will pay for all "damages" to any one person and caused by or arising out of any one "occurrence," the liability of any insured for which "constitutes" "Florida Liability."

6. Application of Limits of Liability to certain insureds.

If persons or organizations, other than persons and organizations described in Subsection **1.** and **2. a.** of Section 2, Who is an Insured, are covered (whether solely or with other insureds), in whole or in part, directly or indirectly, by this Coverage Part, whether by the terms of this Coverage Agreement, including, without implied limitation, by contractual assumption of liability by contract or agreement, or by the terms of any endorsement hereto, including, without implied limitation, any additional insured endorsement:

a. Our Limit of Liability under this Coverage Part for all "damages" to any one person or organization and arising out of any one "occurrence" shall not exceed that Limit of Liability which is applicable under this Coverage Part to you with respect to such person and such "occurrence"; and

b. Our Limit of Liability under this Coverage Part for all "damages" arising out of any one "occurrence" shall not exceed that Limit of Liability which is applicable under this Coverage Part to you, with respect to such "occurrence."

7. Application of Limits of Liability

The Limits of Liability of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the Coverage Agreement period, unless the Coverage Agreement period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the applicable Limit of Liability.

SECTION IV - DEDUCTIBLE

1. Effect of Deductible

Our obligation under this Coverage Part to pay "damages" or make payments under Supplementary Payments applies only to the amount of "damages" and Supplementary Payments in excess of any Deductible stated in the Declarations to this Coverage Part as applicable to this Coverage Part.

2. Application of Deductible

The Deductible applies, under Coverage J, "Employee Benefits Errors or Omissions" Liability, to all "damages" and all payments under Supplementary Payments because of actual or alleged "employee benefits errors or omissions," as the result of any one "occurrence," regardless of the number of persons who sustain "damages" because of that "occurrence."

3. Company may pay Deductible, Reimbursement

We may pay on behalf of the insured any portion or all of any Deductible. Upon notification of such payment, you shall promptly reimburse us for the portion of the Deductible we paid.

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4. Other "Occurrences"

The application of a Deductible to one "occurrence" under this Coverage Part shall not reduce the Deductible applicable to any other "occurrence" under this Coverage Part.

SECTION V - ADDITIONAL CONDITIONS

This Additional Condition is in addition to any Common Coverage Agreement Conditions which may apply to this Coverage Part. If a conflict between this Additional Conditions and the Common Coverage Agreement Conditions, this Additional Conditions shall control.

1. "Other Coverage"

If valid and collectible "other coverage" is available to the insured for an "occurrence" we cover under this Coverage Part, our obligations are limited as follows:

a. Excess Coverage

Coverage under this Coverage Part is excess over any "other coverage" unless such "other coverage," by its written terms and conditions, expressly declares such "other coverage" to be excess over this Coverage Agreement and to specifically apply in excess of the applicable Limit of Liability shown in the Declarations of this Coverage Part.

b. When this Coverage Part is Excess

(1) When this Coverage Part is excess, we will have no duty to defend any "suit":

(a) That any "other coverage provider" has a duty to defend; or

(b) For which funds are provided or reimbursed to you by the "other coverage" for costs or expenses of defense of that "suit."

(2) When:

(a) This Coverage Part is excess;

(b) No "other coverage provider" defends or provides any funds for or any reimbursement of defense costs; and

(c) We would, except for this Condition, be obligated to defend the "suit,"

we will undertake to defend the insured against such "suit" under the terms and conditions and subject to the Limits of Liability, but we will be entitled to the insured's rights against all those "other coverage providers."

(3) **(a)** When this Coverage Part is excess over "other coverage," we will pay, subject to the Limits of Liability, only our share of the amount of "damages" and payments under Supplementary Payments, if any, that exceeds the sum of:

(i) The total amount that all such "other coverage" would pay for "damages" and payments under Supplementary Payments, if any, in the absence of this Coverage Part; and

(ii) The total of all deductible and self-insured amounts under all that "other coverage" and any applicable Deductible under this Coverage Part.

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(b) We will share the remaining "damages" and payments under Supplementary Payments, if any, with any "other coverage":

(i) Over which coverage under this Coverage Part is not deemed to be excess by this Condition; or

(ii) Which the laws of the State deem to be written on an equal (as to its status as primary or excess coverage) basis with this coverage,

and was not bought specifically to apply in excess of the applicable Limit of Liability shown in the Declarations of this Coverage Part.

c. When other Coverage Agreements issued by us cover the "Occurrence"

If another Coverage Agreement issued to you by us either prior to or on the effective date of this Coverage Agreement or during the Coverage Agreement period of this Coverage Agreement covers an "occurrence," this Coverage Agreement shall not cover that "occurrence," whether or not this Coverage Agreement would provide a greater available Limit of Liability than one or more such other Coverage Agreements.

d. Method of Sharing

If all of the "other coverage" permits contribution by equal shares, we will follow this method also. Under this approach each coverage provider contributes equal amounts until it has paid its applicable, available Limit of Liability or none of the "damages" remain unpaid, whichever comes first.

If any of the "other coverage" does not permit contribution by equal shares, we will contribute by limits. Under this method, each coverage provider's share is based on the ratio of its applicable, available limit of liability to the total applicable limits of liability of all coverage providers.

SECTION VI - ADDITIONAL DEFINITION

The following definition applies throughout this Coverage Part when the defined phrase is used with quotation marks.

1. **"Coverage territory"** means the United States of America (including its territories and possessions), Puerto Rico and Canada.

END OF COVERAGE PART

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THIS ENDORSEMENT CHANGES THE COVERAGE AGREEMENT. PLEASE READ IT CAREFULLY.

FLORIDA ASSOCIATION OF COUNTIES TRUST

FLORIDA CLAIMS BILL
"EMPLOYEE BENEFITS ERRORS OR OMISSIONS" LIABILITY
EXTENSION ENDORSEMENT

This endorsement modifies coverage provided under the
"EMPLOYEE BENEFITS ERRORS OR OMISSIONS" LIABILITY COVERAGE PART

ENDORSEMENT NO. _____ PREMIUM : ADD'L $ _____ RETURN $ _____	
If the endorsement Form Number shown below is listed by us in the Declarations to this Coverage Part, this endorsement (1) forms a part of the Coverage Agreement to which it is attached by that listing and (2) is effective from the Effective Date of this Coverage Part.	
If the endorsement Form Number shown below is not listed by us in the Declarations to this Coverage Part but this endorsement is signed below by our authorized representative, this endorsement (1) forms a part of the following described Coverage Agreement and (2) is effective from the Effective Date shown below.	

Coverage Agreement		Effective Date of this endorsement
Coverage Agreement Number	Date of Issue	
Member		Florida Association of Counties Trust by FACT Risk Services Corp. Authorized Representative by: _____ Signature

In consideration of the premium charged, the following amendment is made to the provisions of the "Employee Benefits Errors or Omissions" Liability Coverage Part Declarations and the "Employee Benefits Errors or Omissions" Liability Coverage Form, subject to all terms and conditions of this Coverage Part.

1. Rights if Legislation is Introduced

If:

a. You shall be adjudged by a court of competent jurisdiction to be liable for "damages" caused by an "occurrence" of "Employee Benefits Errors or Omissions" covered by this Coverage Part, which liability "constitutes" a "Florida Liability";

b. The amount of such "damages" is adjudged by such court to be in excess of the Limits of Liability applicable to such "occurrence" under Paragraphs **3** and **4** of Section III, Limits of Liability, of this Coverage Form;

c. Such judgment is final and unappealable; and

d. The plaintiff who or which has obtained such judgment against you causes to be reported to the Florida Legislature, in accordance with Florida Statutes, Section 768.28(5), that portion of the judgment which exceeds the Limits of Liability applicable to such "occurrence" under Paragraphs **3** and **4** of Section III, Limits of Liability, of this Coverage Form, and/or legislation is introduced in the Florida Legislature to require payment, in whole or in part, of such excess,

we may arrange for or contract with one or more lobbyists to represent us and you in opposing the enactment of such legislation. All amounts paid by us to such lobbyists or their contractors or vendors

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with respect to their activities in representing us and you in such opposition shall be considered payments under Supplementary Payments. The Additional Condition set forth in this endorsement shall apply, and your good faith compliance with that Additional Condition shall be a prerequisite to our obligation set forth in paragraph **3.** of this endorsement.

2. Obligation if Legislation Becomes Law

If such legislation with respect to such "occurrence" shall become law, subject to the Limit of Liability set forth below we will reimburse you for your payment of "damages" covered by this Coverage Part for that amount of "Florida Liability":

a. For which you are liable under such legislation; and

b. Which exceeds the Limit of Liability applicable to "Florida Liability" with respect to such "occurrence" under Section III, Limits of Liability, of this Coverage Form.

3. Limits of Liability

Subject to the Coverage Part Aggregate set forth in Section III, Limits of Liability, of this Coverage Form, the most we will pay under this endorsement for the sum of:

a. "Damages" under Coverage J.;

b. "Damages", expenses, costs or other payments under any other coverages which are added to or made a part of this Coverage Part by endorsement or otherwise; and

c. All payments under Supplementary Payments,

caused by or arising out of any one "occurrence" is the sum which equals the difference between:

(1) The amount we are obligated to pay under this Coverage Part for or with respect to such "occurrence" prior to the application of this endorsement plus any applicable deductible; and

(2) The Limit of Liability stated in the Declarations as "Employee Benefits Errors or Omissions" Liability Per Occurrence.

4. Additional Condition--Support and Cooperation in Opposition to Legislation

a. If we act to oppose legislation as described in paragraph **2.**, above, you shall use your best efforts to provide us with positive support and cooperation in such opposition, as may be reasonably required to present effective opposition to such legislation in the opinion of such lobbyist.

b. Such positive support and cooperation shall include, at our request, without implied limitation:

(1) Formal proclamations or resolutions by your governing board in opposition to such legislation;

(2) Oral or written testimony of your officials and employees at legislative hearings or other legislative proceedings in opposition to such legislation; and

(3) Personal contact by your officials and employees with legislators identified by such lobbyist to oppose such legislation.

5. Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements or limitations of the Coverage Agreement, other than as is above stated.

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ATTACHMENT 2
CLAIMS ACTIVITY REPORTS

FACT Risk Services Corporation,
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Risk Management Loss Analysis
Wakulla County, FL

Policy Number	Effective Date	Claim Number	Claimant Name	Occurrence Date	Occurrence Description	Line	Major Class	Litigated	Status	Total Incurred
FAC2352ML	10/1/2007	FAC2352ML 0001-0001	MULLINS,TINA	10/18/2007	The CLMT reported to the Clerk of the Court that she was faslely arrested on a warrant that was recalled several years prior. rp	GENERAL LIABILITY	PERSONAL INJURY	NO	CLOSED	$0
FAC2352ML	10/1/2007	FAC2352ML 0002-0001	Doe,John	1/25/2008	A County employee and a pedestrian were working on a county owned tractor. When they were able to get the tractor started, it was in gear. The tractor ran over the County employee and killed him and also struck an unoccupied parked truck.glb	GENERAL LIABILITY	PROPERTY DAMAGE	NO	CLOSED	$0
FAC2352ML	10/1/2007	FAC2352ML 0003-0001	Sheppard,Laura	8/12/2008	Claimant is alleging tree limb fell on their vehicle causing damage. mc	GENERAL LIABILITY	PROPERTY DAMAGE	NO	CLOSED	$0
FAC2375EP	10/1/2008	FAC2375EP 0001-0001	Wright,Thomas K	6/15/2009	The plaintiff alleges he was terminated wrongfully terminat- ed in violation of the Whistle Blower Act and for exercising his First Amendment Rights. glb	GENERAL LIABILITY	WRONGFUL EMP PRACTICE	YES	CLOSED	$148,192
FAC2375ML	10/1/2008	FAC2375ML 0001-0001	Cooper, a minor,Whitney	4/10/2009	Claimant is alleging their injury was caused by improper maintance of a fence. mc	GENERAL LIABILITY	BODILY INJURY	YES	CLOSED	$30,636
FAC2375ML	10/1/2008	FAC2375ML 0002-0001	Burke,Elnita W	6/1/2009	Claimant is alleging a branch fell out of a tree damaging their parked vehicle. mc	GENERAL LIABILITY	PROPERTY DAMAGE	NO	CLOSED	$2,324
FAC2375ML	10/1/2008	FAC2375ML 0003-0001	Log Creek, LLC	4/17/2009	The plaintiff has filed an appeal of the decision by the Code Enforcement Board. glb	GENERAL LIABILITY	CIVIL RIGHTS	YES	OPEN	$531,545

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Risk Management Loss Analysis
Wakulla County, FL

FAC2375ML	10/1/2008	FAC2375ML 0006-0001	FORT,DELORISS	3/12/2009	The Complaint that has been filed in state court alleges that the member errored they issued a Code Enforcement/Lien on their double wide mobile home not the rightful owners & subsequently was destoryed at 42 Naskapi St. rp	GENERAL LIABILITY	ERRORS AND OMISSIONS	YES	OPEN	$14,523
FAC2375ML	10/1/2008	FAC2375ML 0006-0002	CARTER,CLYDE	3/12/2009		GENERAL LIABILITY	ERRORS AND OMISSIONS	YES	OPEN	$25
FAC2419EP	10/1/2010	FAC2419EP 0001-0001	Wright,Thomas	12/1/2010	The claimant has been terminated from his position by the new Fire Chief.glb	GENERAL LIABILITY	WRONGFUL EMP PRACTICE	NO	OPEN	$0
FAC2419ML	10/1/2010	FAC2419ML 0001-0001	Kidder,Joyce	10/10/2010	Claimant has submitted a claim for an injury she sustained when she step down into the play area at Hickory Park mc	GENERAL LIABILITY	BODILY INJURY	NO	CLOSED	$966
FAC2419ML	10/1/2010	FAC2419ML 0002-0001	Mathers,Marilyn	12/10/2010	Claimant fell on the insured's property. mc	GENERAL LIABILITY	BODILY INJURY	NO	CLOSED	$811

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Risk Management Loss Analysis
Wakulla County, FL

Sum of Total Incurred		Effective Date			
Line	Major Class	10/1/2007	10/1/2008	10/1/2010	Grand Total
GENERAL LIABILITY	BODILY INJURY		$30,636	$1,777	$32,413
	CIVIL RIGHTS		$531,545		$531,545
	ERRORS AND OMISSIONS		$14,548		$14,548
	PERSONAL INJURY	$0			$0
	PROPERTY DAMAGE	$0	$2,324		$2,324
	WRONGFUL EMP PRACTICE		$148,192	$0	$148,192
GENERAL LIABILITY Total		$0	$727,246	$1,777	$729,023
Grand Total		$0	$727,246	$1,777	$729,023

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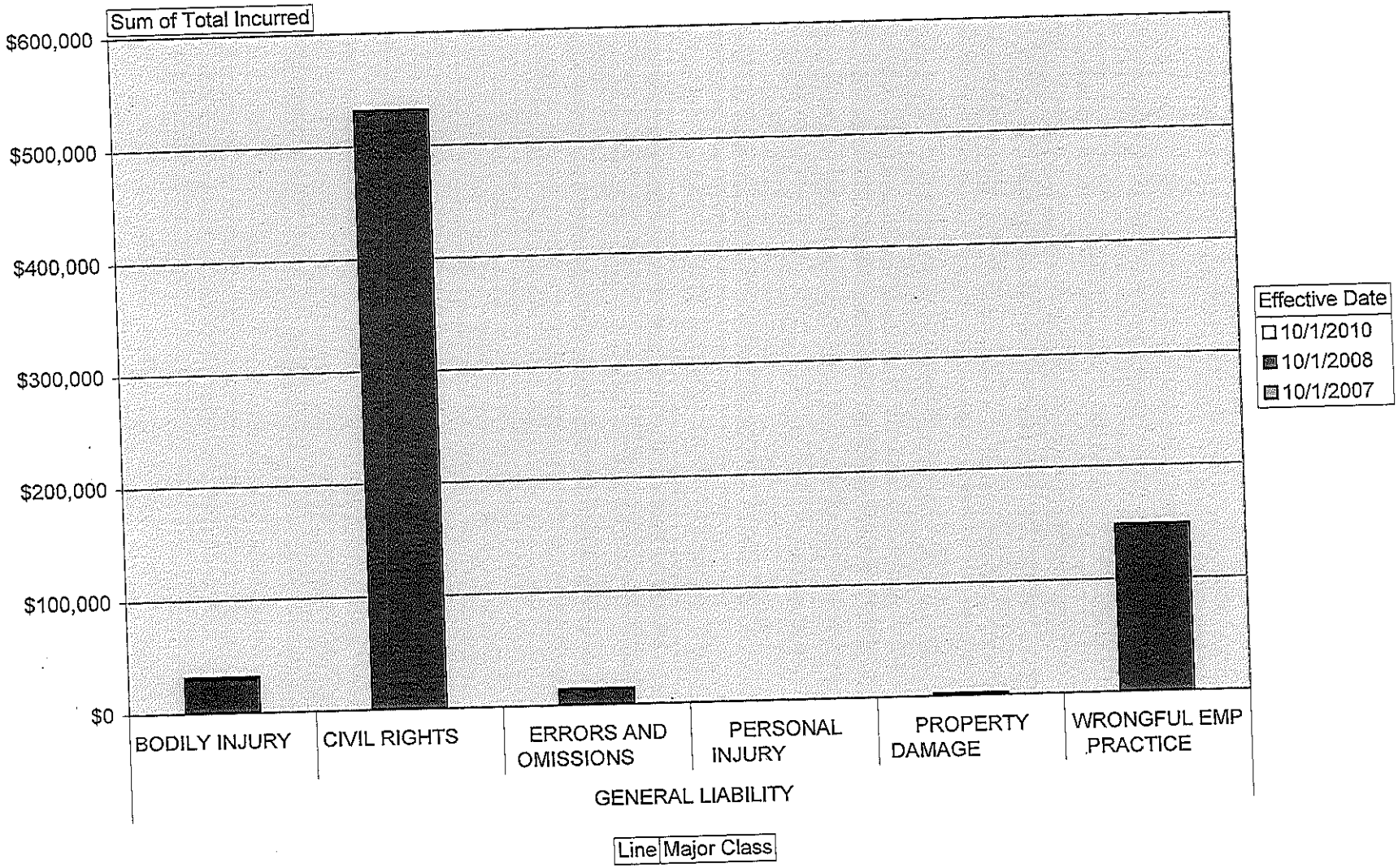
Risk Management Loss Analysis
Wakulla County, FL



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Risk Management Loss Analysis
Wakulla County, FL

Sum of Total Incurred	Line / Major Class						GENERAL LIABILITY Total	Grand Total
	GENERAL LIABILITY							
Effective Date	BODILY INJURY	CIVIL RIGHTS	ERRORS AND OMISSIONS	PERSONAL INJURY	PROPERTY DAMAGE	WRONGFUL EMP PRACTICE		
10/1/2007				$0	$0		$0	$0
10/1/2008	$30,636	$531,545	$14,548		$2,324	$148,192	$727,246	$727,246
10/1/2010	$1,777					$0	$1,777	$1,777
Grand Total	$32,413	$531,545	$14,548	$0	$2,324	$148,192	$729,023	$729,023

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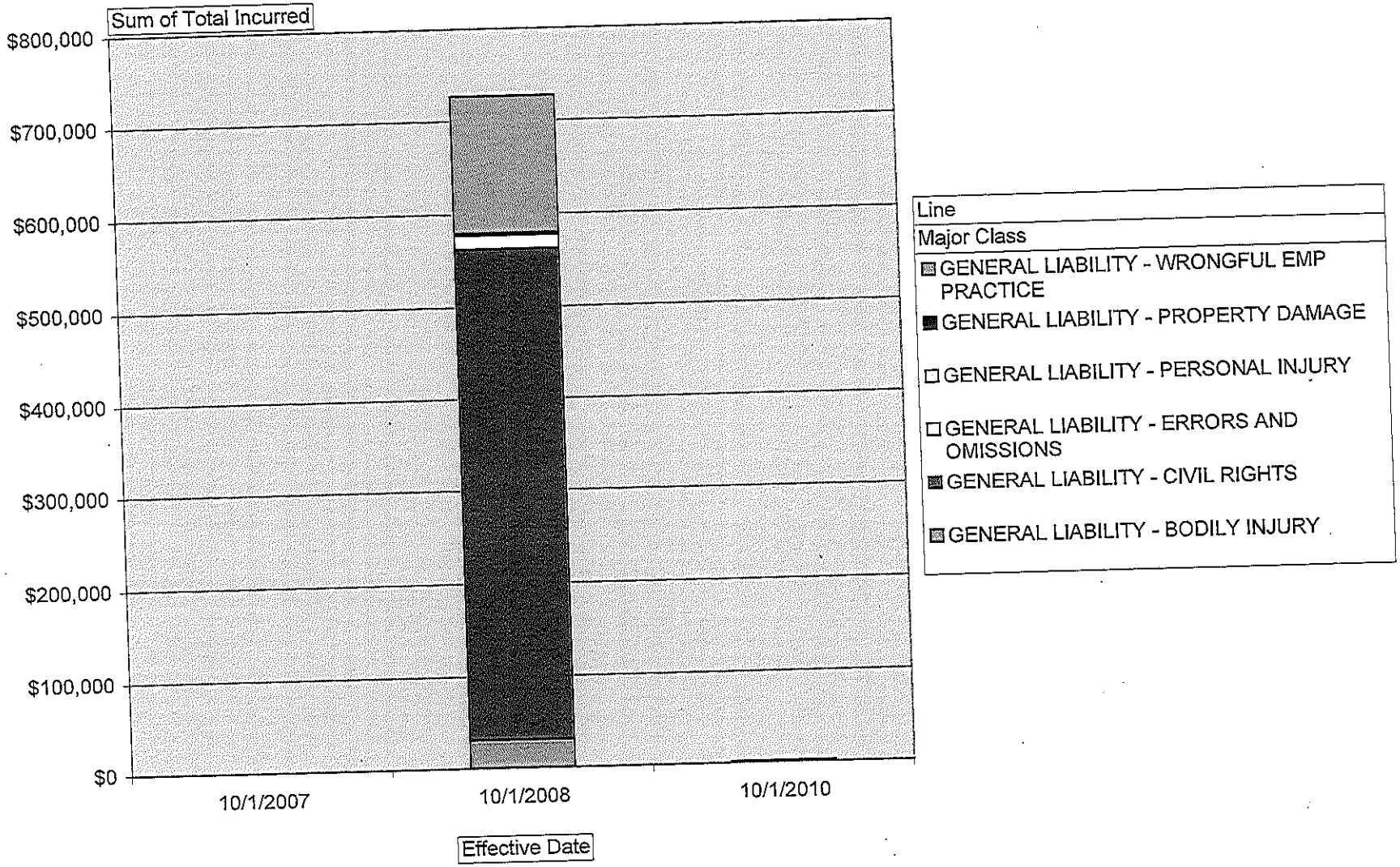
Risk Management Loss Analysis
Wakulla County, FL



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Risk Management Loss Analysis
Wakulla County, FL

Count of Claim Number		Effective Date			
Line	Major Class	10/1/2007	10/1/2008	10/1/2010	Grand Total
GENERAL LIABILITY	BODILY INJURY		1	2	3
	CIVIL RIGHTS		1		1
	ERRORS AND OMISSIONS		2		2
	PERSONAL INJURY	1			1
	PROPERTY DAMAGE	2	1		3
	WRONGFUL EMP PRACTICE		1	1	2
GENERAL LIABILITY Total		3	6	3	12
Grand Total		3	6	3	12

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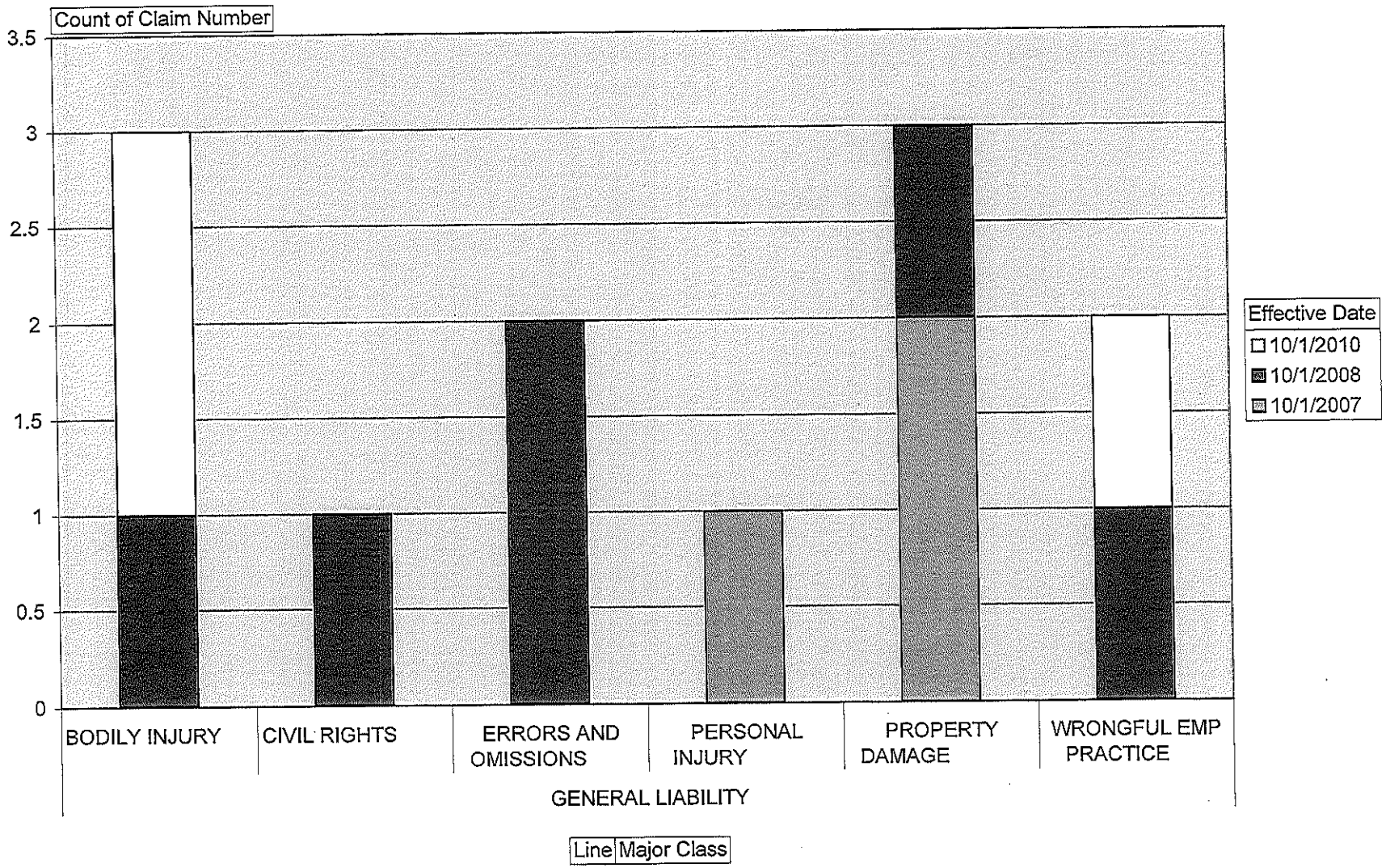
Wakulla County, FL



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Risk Management Loss Analysis
Wakulla County, FL

Count of Claim Number	Line	Major Class							
	GENERAL LIABILITY							GENERAL LIABILITY Total	Grand Total
Effective Date	BODILY INJURY	CIVIL RIGHTS	ERRORS AND OMISSIONS	PERSONAL INJURY	PROPERTY DAMAGE	WRONGFUL EMP PRACTICE			
10/1/2007				1	2			3	3
10/1/2008	1	1	2		1	1		6	6
10/1/2010	2					1		3	3
Grand Total	3	1	2	1	3	2		12	12

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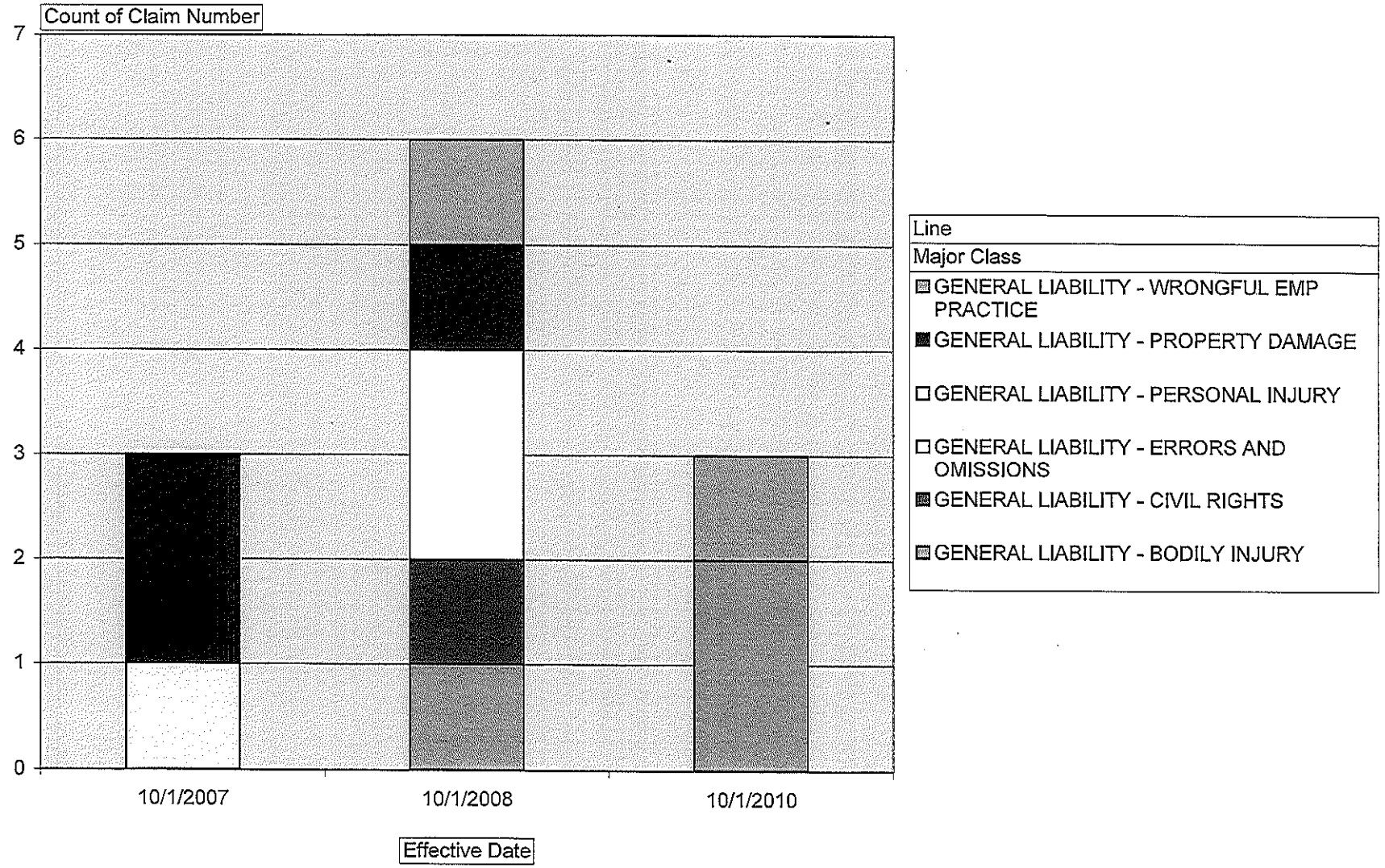

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