

EXHIBIT B
CURRENT INSURANCE

**FLORIDA ASSOCIATION OF COUNTIES TRUST
GENERAL /PROFESSIONAL LIABILITY COVERAGE AGREEMENT
DECLARATIONS**

I. DESIGNATED MEMBER: **Agreement No.: 9011**

Liberty County Board of County Commissioners

II. Government Description
County

III. COVERAGE PERIOD

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

IV. General/Professional Liability

General Liability	\$1,000	Per Occurrence General Aggregate	\$1,000,000 \$3,000,000	\$126,540
Errors and Omissions Liability	\$1,000	Per Occurrence General Aggregate	\$1,000,000 Included Above	Included
Civil Rights Liability	\$1,000	Per Occurrence General Aggregate	\$1,000,000 Included Above	Included
Medical Attendants'/Medical Directors' Malpractice Liability	\$1,000	Per Occurrence General Aggregate	\$1,000,000 Included Above	Included
Employment Practices Liability	\$1,000	Per Occurrence Aggregate	\$1,000,000 \$2,000,000	Included
Employee Benefits Program Administration Errors and Omissions Liability	\$1,000	Per Occurrence Aggregate	\$1,000,000 \$2,000,000	Included
Fire Damage	N/A	Per Occurrence	\$50,000	Included

V. This Agreement includes these endorsements and schedules: See Schedule A

VI. ESTIMATED ANNUAL PREMIUM

Florida Association of Counties Trust (FACT) \$126,540

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

FACT GENERAL/PROFESSIONAL LIABILITY COVERAGES

Scheduled Coverage Forms List

FACT # 9011

Schedule A

Form #	Description
FACT GL 1022	Coverage Agreement
FACT BFPD 1021	Broad Form Property Damage Endorsement
FACT MA 1018	Medical Attendants' / Medical Directors' Malpractice Liability Endorsement
FACT EBL 1018	Employee Benefits Errors and Omissions Liability Endorsement
FACT EPL 1018	Wrongful Employment Practices Liability Endorsement
FACT COE 1014	Constitutional Officer Endorsement
FACT ECLE 1018	Extra Contractual Legal Expense Coverage Endorsement
FACT IC BH 1021	Inverse Condemnation and Bert J. Harris Jr. Private Property Rights Protection Act
FACT SBU 1021	Sewerline Backup and Initial Cleanup Expense
FACT DEDL 1018	Deductible Endorsement
FACT SE GL 1021	Specific Excess Endorsement – General Liability

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

CONSTITUTIONAL OFFICER ENDORSEMENT

It is noted and agreed that the following are included in the definition of Member as described in the Definition section.

- Clerk of the Court
- Tax Collector
- Property Appraiser
- Supervisor of Elections
- Sheriff

It is further noted and agreed that coverage is excluded for any Law Enforcement Operations associated with the Sheriff's Department.

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY

INVERSE CONDEMNATION and BERT J. HARRIS JR. PRIVATE PROPERTY RIGHTS PROTECTION ACT

I. The Coverage Agreement is amended as follows:

A. Exclusion 19 shall not apply to the following extent:

Any Claim or Suit alleging inverse condemnation and/or alleging a cause of action under §70.001(1), Florida Statutes, of the Bert J. Harris, Jr., Private Property Rights Protection Act, as may be amended from time to time.

B. Inverse Condemnation and/or Bert J. Harris Jr. Private Property Rights Act Sub-limit:

Regardless of the number of Occurrences and Claims, the Trust's total limit of liability for all Occurrences, Claims or Suits alleging a cause of action for inverse condemnation and/or the Bert J. Harris, Jr., Private Property Rights Protection Act shall be \$300,000 per Claim, subject to an aggregate limit of \$300,000 per Trust coverage year and each Occurrence is subject to the per Occurrence deductible or any self-insured retention amount described on the Designated Member's Declarations Page.

The expenses incurred by the Trust to investigate, settle or defend any Claim or Suit covered under this endorsement shall reduce the applicable Limit of Liability provided above.

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY

SEWERLINE BACKUP INITIAL CLEANUP EXPENSE

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

I. COVERAGE

The Trust will reimburse the costs of initial water extraction, drying and/or cleanup if sewage and/or wastewater backup occurs ("Backup Occurrence") within a residential or commercial property owned by a third-party ("Affected Property"), subject to the following coverage conditions:

1. The Trust determines the relevant sewer line is owned, operated and/or maintained by the Designated Member and the Backup Occurrence arose from a sewer line obstruction or other malfunction outside of the Affected Property's lateral sewer line and boundary lines;
2. The property affected by the sewerline Backup Occurrence is not owned by the Designated Member;
3. Payment hereunder is limited to reimbursement of the Designated Member; however, the Trust may directly pay the selected cleanup services provider if the provider has not yet been paid for services covered by this endorsement.
4. The coverage provided hereunder is limited to payment for the reasonably incurred costs of initial water extraction, drying and/or cleanup following a Backup Occurrence and other reasonable and related expenses as determined by the Trust; and
5. The coverage provided hereunder is not subject to any deductible.

II. LIMIT

This coverage is limited to \$10,000.00 per Affected Property, subject to a maximum of \$200,000.00 in the aggregate per Trust coverage year.

- B. Reimbursement of the Trust: The Designated Member will reimburse the Trust the invoiced amount due within 45 days of the invoice date. Failure to pay this sum will result in the revocation of the Designated Member's deductible plan privileges.

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY

SPECIFIC EXCESS ENDORSEMENT - GENERAL LIABILITY

This endorsement, when issued by the Florida Association of Counties, does not in any way modify the provisions of the Coverage Agreement. It does extend the monetary limits of liability, as stated in the Limits of Liability in the Declarations, as set forth below:

It is agreed that the specific limits of liability are \$1,000,000_____ per occurrence, for liability resulting from passage of a legislative claims bill and pursuant to Section 768.28(5) Florida Statutes, or liability imposed pursuant to Federal Law, if such liability is covered by the Agreement. The limits provided herein are inclusive of the \$200,000 each person and \$300,000 each occurrence liability limitations contained in Section 768.28 (5), Florida Statutes, but in no way exceed \$ 1,000,000_____ per occurrence and not to exceed the Aggregate Limit described in the General Liability Declarations page.

Exclusion 24 is amended as follows:

To any damages imposed by an act of the Florida legislature, except for claims bills passed by the legislature pursuant to Section 768.28(5), Florida Statutes, against a member, for damages covered under the terms of this Agreement.

**FLORIDA ASSOCIATION OF COUNTIES TRUST
BREACH RESPONSE & CYBER LIABILITY COVERAGE AGREEMENT
DECLARATIONS**

I. DESIGNATED MEMBER: Agreement No.: 9011

Liberty County Board of County Commissioners

II. Government Description

County

III. COVERAGE PERIOD

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

IV. Breach Response & Cyber Liability

Coverage Type: Claims-made and reported coverage per FACT CYBER insuring agreement.

Retroactive Period: Full prior acts coverage, except as noted in FACT CYBER insuring agreement.

This Coverage is Subject to an All Member Shared Policy Aggregate Limit of \$5,000,000

Agreement Aggregate Limit of Liability: \$1,000,000

Breach Response Services: \$1,000,000 (In addition to the Agreement Aggregate Limit)

	Premium Basis	Deductible/Type	Limit	Net Premium
Breach Response Services		Per-claim \$35,000	\$1,000,000 Per occurrence and aggregate limit, in addition to Cyber Liability Limit	Included

Cyber Liability: Agreement Limit of Liability - \$1,000,000

	Premium Basis	Deductible/Type	Limit	Net Premium
First Party Loss (Included in Agreement Aggregate Limit):		Per-claim \$35,000	\$1,000,000 Per occurrence and aggregate limit	Included
Business Interruption Loss				
Cyber Extortion Loss				
Data Recovery Costs				

Liability (Included in Agreement Aggregate Limit):		Per-claim \$35,000	\$1,000,000 Per occurrence and aggregate limit	Included
Data & Network Liability				
Regulatory Defense & Penalties				
Payment Card Liabilities & Cost				
Media Liability				
eCrime (Included in Agreement Aggregate Limit):		Per-claim \$25,000	\$50,000 Per occurrence	Included
Fraudulent Instruction				
Funds Transfer Fraud				
Telephone Fraud				
Criminal Reward		\$0 per-claim	\$5,000 Per occurrence	Included

V. This Agreement includes these agreement, endorsements, and schedules: See Schedule A

VI. ESTIMATED ANNUAL PREMIUM

	Normal Premium	Incentive Credit	Net Premium
Florida Association of Counties Trust (FACT)	Premium included	\$0	\$5,950

THIS DECLARATION TOGETHER WITH THE COMMON CONDITIONS, COVERAGE FORMS AND ENDORSEMENTS COMPLETE THE ABOVE NUMBERED AGREEMENT.

FACT BREACH RESPONSE & CYBER LIABILITY COVERAGES
Scheduled Coverage Forms List
FACT # 9011

Schedule A

Form #	Description
FACT CYBER 1022	Breach Response & Cyber Liability Coverage

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

I. DESIGNATED MEMBER: Liberty County Board of County Commissioners

Address: P.O. Box 399
10818 NW SR 20
Bristol, FL 32321

II. COVERAGE PERIOD

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

III. AGREEMENT NUMBER

Florida Municipal Insurance Trust (FMIT) FMIT #0770

IV. COVERAGES INCLUDED

Automobile
Property
Workers' Compensation

V. ESTIMATED ANNUAL PREMIUM

Normal Premium	Expense Constant	Incentive Credit	Service Fee	Net Premium
\$508,842	\$160	\$(16,359)	\$29,559	\$522,202



Signature of Authorized Representative

October 1, 2023

Date

**FLORIDA MUNICIPAL INSURANCE TRUST
PROPERTY, ALLIED LINES AND CRIME
DECLARATIONS**

Agreement No.: FMIT #0770

I. DESIGNATED MEMBER

Liberty County Board of County Commissioners

II. GOVERNMENT DESCRIPTION

County

III. COVERAGE PERIOD

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

	Premium Basis	Deductible/ Type	Limit	Net Premium
IV. Property and Allied Coverages				\$223,299
Real Property*		\$1,000	\$17,229,843	Included
Personal Property		\$1,000	\$1,038,989	Included
Named Storm Coverage and Percentage Deductible		Refer to Named Storm Coverage and Percentage Deductible Endorsement		
Coinsurance:	Agreed Amount			
Valuation Basis:	Replacement Cost			
Blanket**:	Yes			
Inflation Guard:	No			
Non-scheduled PITO Sub-Limit*			\$190,000	Included
Time Element				
Business Income	Per Extension	\$0		Included
Extra Expense	Per Extension	\$0		Included
Inland Marine	Valuation Basis:	Per Schedule	Per Schedule	\$2,125,609
	Blanket:	Yes		Included
Valuable Papers	Per Extension	\$0		Included
Accounts Receivable	Per Extension	\$0		Included

V. The FMIT Property Coverage Agreement (hereafter, "Property Coverage Agreement" or "Coverage Agreement") shall include all and only those Forms, Endorsements and Schedules referenced in **Schedule C.**

VI. ESTIMATED ANNUAL PREMIUM

	Normal Premium	Service Fee	Net Premium
Florida Municipal Insurance Trust (FMIT)	\$210,659	\$12,640	\$223,299

Florida League of Cities Sponsored Insurance Programs Since 1977

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

*Real Property limit is inclusive of Non-scheduled PITO Sub-Limit.

**If a blanket limit is selected, the blanket limit applies only to Covered Property at locations contained in the Member's Property Schedule, subject to all coverage exclusions, deductible requirement(s) and other provisions of the Coverage Agreement.

FMIT PROPERTY ALLIED LINES AND CRIME COVERAGES
- FMIT Property Coverage Agreement Scheduled Coverage Forms List -
FMIT #0770

Schedule C

Form #	Description
Property Common	
FMIT COND 1019	Conditions of Coverage
FMIT PROP CA 1023	FMIT Property Coverage Agreement
FMIT COE 1014	Constitutional Officer Endorsement
IL 00 17 1198	Common Policy Conditions
FMIT MPC 1023	Miscellaneous Property Coverages
IL 02 55 0106	Florida Changes - Cancellation and Non-renewal
Property	
FMIT PROP EP 1021	Earned Premium
PR-SCHED	Property Schedule
CP 00 90 0788	Commercial Property Conditions
CP 00 10 0402	Building and Personal Property Coverage Form
CP 01 25 1007	Florida Changes
CP 10 10 0402	Causes of Loss - Basic Form
CP 10 30 0402	Causes of Loss - Special Form
FMIT PROP ACC 1022	Anti-Concurrent Cause of Loss Endorsement
CP 10 50 0788	Additional Exclusions - Wind Exclusion
FMIT PROP 12 1021	Ordinance or Law Change
CP 10 35 0695	Watercraft Exclusion
FMIT FLOOD 1023	Flood Coverage Excess of Loss
FMIT PROP NS-A 1023	Named Storm Coverage and Percentage Deductible Endorsement
FMIT PROP TER 1021	Terrorism Physical Loss or Physical Damage
FMIT EBC 1023	Equipment Breakdown Coverage Schedule
FMIT EBC/EBX 1015	Equipment Breakdown Coverage
FMIT FCR 1009	Fungus Remediation
IL 04 01 1007	Florida-Sinkhole Loss Coverage
CP 00 60 0695	Leasehold Interest Coverage Form
FMIT ACTIVE ASSAILANT 1022	Event Response for Covered Events at Covered Property
FMIT RECOVERY 1023	FMIT Property Turnkey Recovery Service
CP 00 50 0402	Extra Expense Coverage Form
CP 00 32 0402	Business Income Coverage
FMIT ASSET SURVEY DA 1023	FMIT Asset Survey Program Disclosure and Acknowledgement
Inland Marine	
FMIT IM SCH	Miscellaneous Schedule of Inland Marine
FMIT PROP 02 1022	Inland Marine Floater
CM 00 01 0904	Commercial Inland Marine Conditions
CM 00 66 0904	Accounts Receivable Coverage Form
CM 00 67 0904	Valuable Papers and Records Coverage Form

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

CONSTITUTIONAL OFFICER ENDORSEMENT

It is noted and agreed that the following are included in the definition of Member as described in the Definition section.

- Clerk of the Court
- Tax Collector
- Property Appraiser
- Supervisor of Elections
- Sheriff

It is further noted and agreed that coverage is excluded for any Law Enforcement Operations associated with the Sheriff's Department.

Miscellaneous Property Coverages

FMIT #0770

October 1, 2023 - October 1, 2024

Business Income

All locations are covered under Building and Personal Property Coverage Form Coverage Extension 5 t.

Extra Expense

All locations are covered under Building and Personal Property Coverage Form Coverage Extension 5 s.

Limits on Loss Payment: 40%-80%-100%

Valuable Papers & Records

All locations are covered under Building and Personal Property Coverage Form Coverage Extension 5 u.

Accounts Receivable

All locations are covered under Building and Personal Property Coverage Form Coverage Extension 5 r.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL EXCLUSIONS

This endorsement modifies insurance provided under the following:

CAUSES OF LOSS - BASIC FORM
CAUSES OF LOSS - BROAD FORM
CAUSES OF LOSS - SPECIAL FORM
STANDARD PROPERTY POLICY

Prem No.	Bldg. No.	SCHEDULE		
		Exclusion Applicable		
		Windstorm or Hail	Vandalism	Sprinkler Leakage
013	001	X		

A. The following is added to the EXCLUSIONS section, as indicated in the Declarations or by an "X" in the Schedule:

1. WINDSTORM OR HAIL.

Windstorm or hail.

2. VANDALISM.

Vandalism, meaning willful and malicious damage to, or destruction of, the described property.

3. SPRINKLER LEAKAGE.

Sprinkler leakage, meaning leakage or discharge of any substance from an Automatic Sprinkler System, including collapse of a tank that is part of the system.

B. But if loss or damage by any other Covered Cause of Loss results, we will pay for that resulting loss or damage.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WATERCRAFT EXCLUSION

This endorsement modifies insurance provided under the following:

CAUSES OF LOSS - SPECIAL FORM

The following is added to the EXCLUSIONS section:

We will not pay for loss or damage to the following property caused by or resulting from watercraft:

- A. Retaining walls that are not part of a building;
- B. Bulkheads; or
- C. Pilings, piers, wharves or docks.

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

FLOOD COVERAGE EXTENSION

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

Flood Coverage

The Trust will provide coverage for direct physical loss or damage to covered property caused by "flood" as that term is defined herein. Unless otherwise noted, this Flood Coverage Extension ("Flood Extension") shall operate only in excess of flood loss or damage coverage provided under any federal National Flood Insurance Program (NFIP) Standard Flood Insurance Policy(ies), whether or not such policy(ies) is in effect at the building(s), and shall only apply to covered Buildings and Personal Property as defined and covered under a NFIP Standard Flood Insurance Policy.

If any flood coverage through NFIP or any other flood insurance carrier or program is in force and applicable to loss or damage to which this Flood Extension applies, the Trust will not cover such loss or damage on a primary basis but will instead only apply this coverage in excess of other flood insurance coverage.

Coverage and loss adjustment will be based on the value of your property at Scheduled Locations as shown in your Declarations (including the Real and Personal Property Schedule and Statement of Values). Additionally, the Trust will adjust covered property loss or damage claims on the basis of the actual cost to replace the covered property or, if not replaced within 24 months following the loss or damage, the actual cash value of such covered property at the time loss or damage occurred.

Under this Flood Extension, the term "flood" shall mean a rising and overflowing of a body of water onto normally dry land; or the unusual and rapid accumulation or runoff of surface waters from any source, including water which backs up through sewers or drains as a result of any of the foregoing. If this flood coverage applies to a building or part thereof, it shall cover direct loss by flood to foundations, excavations, and all other portions of said building or part thereof, even though the Coverage Agreement may have excluded foundations, excavations and such portions of said building, or part thereof, from coverage. The Trust shall not be liable hereunder for loss by flood to glass, or lettering or ornamentation thereon, which at the time of such loss may be separately covered as such against loss by flood under any other policy of insurance.

All property damage by flood shall be deemed to occur at the time flood waters first contact covered property. However, in all cases, all property damage by flood occurring within a continuous 96-hour period will be considered a single occurrence. The expiration of this agreement shall not reduce this 96-hour period.

Flood Coverage Limit

The Trust will pay the Designated Member for direct physical loss or damage to covered property caused by flood when covered under this Flood Extension up to a limit of \$5,000,000 per-occurrence and subject to an annual "Shared Aggregate Flood Limit" as described herein. The applicable annual Shared Aggregate Flood Limit provides a maximum flood coverage limit of \$150,000,000 per Trust year which will be shared by and among all FMIT Designated Members. This Shared Aggregate Flood Limit will be the Trust's maximum limit of flood coverage payable per Trust year, regardless of the timing, frequency or number of flood occurrences, and regardless of the number of Designated Members that present claims for Flood Extension coverage during such Trust year.

Flood Deductible

Flood Zones A or V. Flood coverage at Scheduled buildings wholly or partially in Flood Zones A or V (including prefixes or suffixes thereof) as designated and amended from time to time by the Federal Emergency Management Agency (FEMA), shall only apply excess of and subject to a deductible in an amount that equals either of the following that applies to you:

- (1) in the absence of purchased flood coverage, the respective per-building and per-personal property coverage limits then in effect under the NFIP that could have been purchased; or
- (2) if there is purchased flood coverage, the respective per-building and per-personal property flood coverage limits applicable to the affected building and personal property under any flood insurance policy coverage in force and applicable to physical loss or damage caused by flood.

Flood Zones B, C, or X. Flood coverage at Scheduled Locations in Flood Zones B, C, or X (including prefixes or suffixes thereof) as designated and amended from time to time by FEMA or at Scheduled Locations not in any designated flood zone, shall only apply excess of and subject to a per-occurrence deductible in an amount that equals the greater of the following:

- (1) the per-occurrence flood insurance coverage deductible of any NFIP policy or other flood insurance policy coverage in force and applicable to the affected building and personal property; or
- (2) The Designated Member's per-occurrence deductible for all other perils specified in the Real and Personal Property and Allied Lines Declarations.

If two or more deductible amounts apply to coverage owed under this Coverage Agreement as a result of a single occurrence, FMIT shall apply only the largest deductible applicable to the coverage owed.

Exclusions

Notwithstanding the above coverage provisions, this Flood Extension will not provide coverage for:

1. Any sums in excess of the actual replacement cost for covered property such as the cost to replace an affected building so as to comply with any general state law or local building code or ordinance; except, where the sum in excess of actual replacement is solely intended for flood proofing, elevation, relocation or demolition required to comply with a state or local floodplain management law or ordinance (hereafter, Increased Cost of Compliance or "ICC"). Payment for ICC is allowed in an amount up to \$30,000 or such other specified coverage limit for ICC within a standard NFIP flood policy, whichever is greater. Any such ICC amount is in addition to the amount the Trust will pay for your building loss claim. However, the total amount of your building loss claim and ICC claim cannot exceed the maximum flood coverage limit available for the Building. If covered property is not replaced, this coverage excludes all ICC amounts and any other sum in excess of the actual cash value of such covered property at the time of loss or damage;
2. Any structure that does not feature two or more outside rigid walls and a fully secured roof, that is affixed to a permanent site; or any manufactured home or mobile home;
3. Any personal property that is not inside a structure covered under this Flood Extension;
4. Any extra expenses incurred as a result of a flood occurrence;
5. Any loss of use of the covered property;
6. Any loss of revenue, profits or other economic loss;
7. Any piers, wharves, or docks;
8. Any sum in excess of the applicable Flood Coverage Limit provided under this Flood Extension; or
9. Any storm surge flooding caused by or as the result of a Named Storm and involving rising waters that originate from the Gulf of Mexico or Atlantic Ocean.

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

NAMED STORM COVERAGE AND PERCENTAGE DEDUCTIBLE ENDORSEMENT

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE BUILDING AND PERSONAL PROPERTY COVERAGE FORM OF THE COVERAGE AGREEMENT.

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

When direct physical loss or damage to covered property is caused by Named Storm as specified below, this endorsement shall govern all coverage provided and the applicable deductible and replaces all, except the first paragraph, of Section D. Deductible provisions of the Building and Personal Property Coverage Form CP 00 10 04 02.

- I. For purposes of this endorsement and all coverage provided when property loss or damage is caused by Named Storm, the following shall apply:

- a. Definitions

1. "Named Storm" means a named windstorm weather condition that is officially declared by the National Hurricane Center of the National Weather Service to be a Tropical Storm or Hurricane.
2. "Inland County," as used herein, shall mean an interior county and includes any of the following Florida counties: Alachua, Baker, Bradford, Calhoun, Clay, Columbia, De Soto, Gadsden, Gilchrist, Glades, Hamilton, Hardee, Hendry, Highlands, Holmes, Jackson, Lafayette, Lake, Leon, Madison, Marion, Okeechobee, Orange, Osceola, Polk, Putnam, Seminole, Sumter, Suwanee, and Union.
3. "Coastal County," as used herein, shall mean a coastal county which directly borders the Gulf of Mexico or Atlantic Ocean and is specifically intended to include any Florida county not listed within the definition of "Inland County."
4. "Non-scheduled PITO property," as used herein, shall have the same meaning as provided Building and Personal Property Coverage Form CP 00 10 04 02 section A. 5. coverage extension o.

- b. Coverage:

1. Subject to all terms, conditions, limitations and exclusions applicable when the Trust must determine if claims for loss or damage are covered pursuant to Section A. "Coverage" of the Building and Personal Property Coverage Form CP 00 10 04 02, the Trust will pay for direct physical loss or damage to covered property caused by Named Storm when such loss or damage is:

a. Caused by wind, hail, rain, lightning or tornadoes, if all or any of these occur as a part of and during a Named Storm; or

b. Caused by Storm Surge Flooding that occurs at Scheduled Locations as the result of a Named Storm. Storm Surge Flooding means flooding that involves rising waters that originate from the Gulf of Mexico or Atlantic Ocean. FMIT's storm surge flooding coverage will apply on a primary basis except for any locations where any other flood insurance coverage or program is in force and applies to the flooding occurrence. FMIT's storm surge flooding coverage will only apply in excess of coverage from the other flood insurer's coverage and is subject to a deductible which will be the greater of the other flood insurer's flood coverage deductible or FMIT's Named Storm Percentage Deductible. For the removal of doubt, this coverage excludes coverage for flooding as provided elsewhere in the Coverage Agreement, including unusual and rapid accumulation or runoff of surface waters from rain or any source, unless such flooding is Storm Surge Flooding as described above in this subsection "b."

2. A Named Storm loss or damage occurrence is deemed to begin at the time direct physical loss or damage to covered property caused by a Tropical Storm or Hurricane first occurs after the corresponding Tropical Storm or Hurricane watch or warning is issued. However, in all cases, all property loss or damage caused by Named Storm and occurring within a continuous ninety-six (96) hour period will be considered a single occurrence.

3. Notwithstanding Cause of Loss – Basic Form section A.4. c. and Cause of Loss – Special Form Section C.1.c.(1), the Trust will pay for direct physical loss or damage to your covered property caused by Named Storm when:

a. there is rain intrusion at an identified wall, roof or window site, resulting in damage to the interior of a covered building or structure or to the covered property inside such building or structure; and

b. such rain intrusion was caused by the damaging force and effect of wind-driven rain upon the building or structure during a Named Storm.

However, this coverage will not be provided where the Trust's Administrator determines the subject building was not suitably maintained by the Member as evidenced by pre-existing damage or deterioration at the rain intrusion site that is unrelated to the Named Storm.

4. Replacement Cost Coverage. If your coverage includes optional replacement cost coverage, as provided in Section G. 3. Replacement Cost, Building and Personal Property Coverage Form CP 00 10 04 02, subsection 3.d. is specifically replaced as follows:

d. We will not pay on a replacement cost basis for any loss or damage arising from Named Storm occurrence:

- (1) Until the lost or damaged property is actually repaired or replaced; and
- (2) Provided the repairs or replacement are made within two (2) years after the loss or damage occurred, unless prior to the expiration of such 2-year period, the Trust, in its sole discretion, has agreed to extend this time in writing. No action on the part of FMIT, other than a written extension, shall extend the time period within which to complete repair or replacement.

5. Unless the Trust, in its sole discretion, extends the respective time in writing, a claim arising from Named Storm is barred unless you provide us with notice of such claim as follows:

a. Within 1 year after the date of loss or damage occurrence due to Named Storm for an initial claim or a “reopened claim”; and

b. Within 18 months after the date of loss or damage occurrence due to Named Storm for a “supplemental claim.”

For purposes of this section, the term “reopened claim” means a claim for which the Trust received timely notice and adjudicated the claim as denied; adjudicated the claim as under deductible; or adjudicated the claim as covered including tendering payment for all amounts reasonably owed for the repair or replacement and you accepted same.

The term “supplemental claim” means a claim based on alleged additional loss or damage amounts owed as part of an open Named Storm claim for which the Trust previously received timely notice and began the loss adjustment process.

No action on the part of FMIT, other than a written extension, shall extend the time period within which to provide notice of a claim under this endorsement.

II. Named Storm Percentage Deductibles:

a. Inland County Named Storm Percentage Deductible. If a Named Storm causes loss or damage to covered property identified in the Real and Personal Property Schedule at an Inland County Scheduled Location, a per-occurrence deductible equal to 5% shall apply. This deductible will be calculated by applying the Inland County Named Storm Percentage Deductible described herein, on a per-item basis, to the agreed and scheduled value of each damaged property item.

b. Coastal County Named Storm Percentage Deductible. If a Named Storm causes loss or damage to covered property identified in the Real and Personal Property Schedule at a Coastal County Scheduled Location, a per-occurrence deductible equal to 5% shall apply. This deductible will be calculated by applying the Coastal County Named Storm Percentage Deductible described herein, on a per-item basis, to the agreed and scheduled value of each damaged property item.

c. If a Named Storm causes loss or damage to non-scheduled PITO property, and the Trust determines there is coverage by application of the Building and Personal Property Coverage Form CP 00 10 04 02 section A. 5. coverage extension o, the relevant (Inland or Coastal) Named Storm Percentage Deductible described above shall apply on a per-occurrence basis. This deductible will be calculated by applying the relevant Named Storm Deductible percentage to the non-scheduled PITO Coverage Limit as provided under the Building and Personal Property Coverage Form CP 00 10 04 02 section A. 5. coverage extension o. and shown in the Declarations.

d. If two or more deductible amounts apply to coverage owed under this Coverage Agreement as a result of a single occurrence, FMIT shall only apply the largest deductible applicable to the coverage owed.

III. When Coinsurance Calculation is applicable:

Deductible:

For any instance in which a coinsurance condition is applicable to a claim that arises from a Named Storm, the relevant (Inland or Coastal) Named Storm Percentage Deductible described above shall be calculated based on the amount determined by FMIT to be replacement cost value of the damaged property at the time of the occurrence, not based upon the values contained in the Designated Member's Declarations (including the Designated Member's Real and Personal Property Schedule, and Statement of Values).

Coinsurance:

When applicable deductible and coinsurance amounts apply, coinsurance will be calculated as provided in the first paragraph of Section D. Deductible and the Section F. 1. Additional Conditions Coinsurance provisions of the Building and Personal Property Coverage Form CP 00 10 04 02.

IV. Property Damage Mitigation Coverage.

If a Named Storm occurrence results in direct physical damage or loss to a covered Building at a Scheduled Location, the Trust will provide Property Damage Mitigation Coverage to reduce the damage and ultimate costs of loss to the covered Building, subject to the terms specified below. Property Damage Mitigation Coverage will be provided in the form of damage mitigation services from the Trust or its expressly designated agent at the covered Building and only according to the following terms and conditions:

(1) Coverage applies when expressly pre-authorized by the Trust within 30 days following the occurrence and after the Trust or its designated agent reasonably determine damage mitigation services will reduce the amount of loss that otherwise would be incurred at the covered Building;

(2) Coverage applies only to damage mitigation services performed by the Trust or its designated agent, such services to include: evacuation of accumulated water that intrudes a covered Building, providing temporary roof coverings/tarps, emergency demolition of interior flooring or walls if reasonably necessary and/or other services the Trust deems reasonably necessary to reduce the amount of loss that otherwise would be incurred at the covered Building;

- (3) No deductible applies to PDMC, except as follows:
- a. Certain Flooding. If physical loss or damage was caused by flooding that is not Storm Surge Flooding as provided in the Named Storm Coverage and Deductible coverage form (FMIT NS):
 - 1) a per-occurrence deductible shall apply for Buildings in flood zones B, C or X, as provided in the flood coverage extension coverage form (FMIT FLOOD); or
 - 2) a per-Building deductible shall apply for Buildings in high-risk flood zones A or V, as provided in the flood coverage extension coverage form (FMIT FLOOD); and
- (4) PDMC applies subject to a limit of \$500,000 per-occurrence, regardless of the number of Scheduled Locations or Buildings affected, and subject to other exclusions described herein. However, this PDMC limit is included within, and is not in addition to, property coverage limits set forth in the Declarations including the affected Building's coverage limit;
- (5) This PDMC coverage shall not apply and is excluded for the following:
- a. When the Trust determines total damages and costs of loss, including PDMC, meet or exceed the relevant Named Storm Deductible for a covered Building; and in such instances, ordinary property damage coverage, terms and conditions shall apply at the Building, including coinsurance requirements where applicable;
 - b. When the Trust determines any other property damage coverage not subject to any deductible applies at the Building, including, but not limited to, Extra Expense Coverage;
 - c. Direct payments requested by Designated Members or third parties for damage mitigation services costs if the Trust in its discretion determines costs were incurred outside the terms and conditions of this endorsement;
 - d. Property damage that does not affect a covered Building at a Scheduled Location;
 - e. Property damage to any property in the open and/or PITO, whether individually scheduled or not; and
 - f. Property damage the Trust in its discretion determines to be pre-existing, ordinary wear and tear or deterioration from a lack of reasonably suitable maintenance.

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

**GENERAL TERRORISM RISK EXCLUSION
AND
LIMITED TERRORISM PHYSICAL LOSS OR PHYSICAL DAMAGE**

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

I. GENERAL EXCLUSION OF TERRORISM RISK FROM PROPERTY COVERAGE AGREEMENT

Coverage is completely and absolutely excluded from all parts of the FMIT Property Coverage Agreement for all loss or damage to covered property arising from any act of terrorism, whether arising directly or indirectly or from any terrorist group, individual or activity except, and only to the extent expressly defined, for any loss or damage arising from act of terrorism specifically covered by operation of the subsequent terms of this endorsement to the Coverage Agreement or the terms of any other related endorsement to the Coverage Agreement.

II. LIMITED TERRORISM PHYSICAL LOSS OR PHYSICAL DAMAGE COVERAGE

Notwithstanding the preceding complete and absolute exclusion, the Trust agrees to provide the following coverage for Terrorism physical loss or physical damage, subject to the specified limits, exclusions and other terms or conditions provided:

LIMIT:

\$5,000,000 Aggregate Per Coverage Year

DEDUCTIBLE:

\$25,000 per Occurrence or the deductible amount described on the Property, Allied Lines and Crime Declaration Page, whichever is greater.

COVERAGE:

Unless expressly provided otherwise below and subject to all exclusions, limits and conditions provided herein, this coverage insures only against direct physical loss or physical damage to covered property, as described in the Declarations forming part of the Coverage Agreement, occurring during the effective period of this policy, when caused by an act of Terrorism or Sabotage as those terms are defined below. The scope of coverage provided is as follows:

- A. **Property Damage.** With respect to such direct physical loss or physical damage, the Trust agrees to pay the cost to repair or replace such damaged property or any

part of it and, in the event the property cannot be repaired or replaced, the Trust agrees to pay an amount equal to the value of the property at the time of its loss or destruction.

- B. **Business Interruption.** Additionally, when required due to direct physical loss or physical damage to covered property caused by an act of Terrorism or Sabotage, this coverage also includes: the amount of loss resulting from Business Interruption at the covered property; debris removal expense at the covered property; necessary and reasonable fees of architects, surveyors, consulting engineers and other professional experts required to repair or replace the covered property; and expenses required to reduce the loss to covered property.

DEFINITIONS:

For purposes of this coverage, the following definitions shall apply:

- A. **Occurrence**, shall mean any one loss and/or series of losses arising out of and directly occasioned by one act or series of acts of Terrorism or Sabotage for the same purpose or cause. The duration and extent of any one Occurrence shall be limited to all losses sustained by the Member at covered property locations during any period of 72 consecutive hours arising out of the Terrorism or Sabotage with the same purpose or cause. However, no such period of 72 consecutive hours may commence prior to the effective date of this policy nor shall any period of 72 consecutive hours extend beyond the expiration of this policy unless the Member shall first sustain direct physical damage by an act of Terrorism or an act of Sabotage prior to policy expiration and within an ensuing period of 72 consecutive hours.
- B. **Terrorism**, shall mean an act or series of acts, including the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s), committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public or any sector of the public in fear for such purposes. Terrorism shall include Sabotage.
- C. **Sabotage**, for purposes of this coverage, shall mean a subversive act or series of such acts committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public or any sector of the public in fear for such purposes.
- D. **Business Interruption**, for purposes of this coverage, shall mean any loss resulting from interruption of or interference with the Member's business at the covered property as a result of physical loss or damage caused by an act of Terrorism, where such loss or damage prevents the use of, or access to, covered property.

EXCLUSIONS:

- A. This coverage excludes and shall not insure against:
 - 1. Loss or damage arising directly or indirectly from nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination, however caused.
 - 2. Loss or damage occasioned directly or indirectly by war, invasion or warlike operations (whether war be declared or not), hostile acts of sovereign or local government entities, civil war, rebellion, revolution, insurrection, military or usurped power or martial law. (The fact that an act of Terrorism is committed by an agent

of the sovereign or government entity operating covertly and not in connection with any operation of armed forces or where the act of Terrorism is funded by a sovereign or government entity, will not of itself give rise to the application of this war exclusion).

3. Loss or damage caused by seizure or occupation, whether legal or illegal, unless such physical loss or damage is caused directly by an act of Terrorism or an act of Sabotage.
4. Loss or damage caused by confiscation, nationalization, requisition, detention, embargo, quarantine, or any result of any order of public or government authority which deprives the Member of the use or value of its property, nor for loss or damage arising from acts of contraband or illegal transportation or illegal trade.
5. Loss or damage directly or indirectly arising from or in consequence of the seepage and/or discharge of pollutants or contaminants, which pollutants and contaminants shall include but not be limited to, any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment.
6. Loss or damage arising directly or indirectly from or in consequence of chemical or biological emission release, discharge, dispersal or escape or chemical or biological exposure of any kind. (This exclusion does not apply if an act of Terrorism causes direct physical property damage or destruction to covered property and such damage or destruction then results in the seepage and/or pollution and/or contamination).
7. Any fine or penalty or other assessment which is incurred by the Member or which is imposed by any court, government agency, public or civil authority or any other person. (This exclusion does not apply if an act of Terrorism causes direct physical property damage or destruction to covered property and such damage or destruction then causes fines, penalties, or assessments as contemplated herein.)
8. Loss or damage by electronic means including but not limited to computer hacking or the introduction of any form of computer virus, corruption, unauthorized instructions or code, or the use of any electromagnetic weapon. This exclusion shall not operate to exclude physical loss or damage to covered property otherwise covered under this policy if arising from the use of any computer, computer system or computer software program or any other electronic system in the launch and/or guidance system and /or firing mechanism of any weapon or missile.
9. Loss or damage caused by vandals or other persons acting maliciously or by way of protest or strikes, riots or civil commotion.
10. Loss or increased cost occasioned by any public or government or local or civil authority's enforcement of any ordinance or law regulating the reconstruction, repair or demolition of any property insured hereunder.
11. Loss or damage caused by measures taken to prevent, suppress or control actual or potential Terrorism or Sabotage unless agreed by underwriting in writing prior to such measures taking place.
12. Loss of use or loss of income unless specifically provided elsewhere in this insurance; delay or loss of markets; depreciation; reduction in functionality; increased cost of working; any other consequential loss or damage except ensuing

physical loss or physical damage which is not otherwise excluded by this policy and is directly caused by an act of Terrorism or Sabotage, as insured by this policy.

13. Loss or damage caused by factors including but not limited to cessation, fluctuation or variation in or insufficiency of water, gas or electricity supplies and telecommunications or any type of utility service.
14. Loss or damage as a result of threat or hoax.
15. Loss or damage caused by or arising out of burglary, house-breaking, looting, theft or larceny.
16. Loss or damage caused by mysterious disappearance or unexplained loss.
17. Loss or damage arising directly or indirectly from or in consequence of asbestos emission, release, discharge, dispersal or escape of asbestos or asbestos exposure of any kind.
18. Loss or damage directly or indirectly caused by mold, mildew, fungus, spores or other microorganism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.
19. Loss or damage resulting from interference at the Member's premises, by strikers or other persons;
20. Loss or damage caused by the suspension, lapse, or cancellation of any lease, license, contract, or order, unless such results directly from the Member's interruption of business, and then Trust shall be liable for only such loss as affects the Members' earnings during, and limited to, the period of indemnity covered under this policy;

B. This coverage further excludes and shall not cover physical loss or physical damage to:

1. Land or land values;
2. Power transmission, feeder lines or pipelines not on premises;
3. Any building or structure, including property contained therein, which is vacant or unoccupied or inoperative for more than 30 days, unless the property is intended to be unoccupied in its normal operations;
4. Aircraft or any other aerial device, or watercraft;
5. Any land conveyance, including vehicles, locomotives or rolling stock, unless such land conveyance is specifically scheduled for coverage hereunder and solely while such land conveyance is located at the covered property insured herein at the time of its damage;
6. Animals, plants and living things of all types.

COVERAGE EXTENSIONS

The Terrorism Physical Loss and Physical Damage coverage provided above by this endorsement is hereby amended to include the following coverage extension:

A. TERRORISM CRISIS MANAGEMENT COSTS

LIMIT:

\$250,000 Aggregate Per Coverage Year and is a sub-limit within, not in addition to, the policy Limit set forth above.

DEDUCTIBLE:

There will be no deductible applicable to Terrorism Crisis Management Costs coverage.

COVERAGE

The Trust will pay Terrorism Crisis Management Costs directly to specified third parties on behalf of the Member arising from a Terrorism Crisis Management Event that occurs during the Policy Period. As a mandatory condition of this coverage extension, the Member must report any Terrorism Crisis Management Event to the Trust within twenty-four (24) hours of the time that a Key Executive first becomes aware of an Occurrence that gives rise to a Terrorism Crisis Management Event, or as soon as practicable thereafter.

DEFINITIONS:

For purpose of this Terrorism Crisis Management Costs coverage extension, the following definitions shall apply:

Active Shooter Event, shall mean an individual or group of people actively engaged in killing or attempting to kill people in a confined and/or populated area.

Crisis Management Firm, shall mean any firm that is an approved Crisis Management Firm authorized by the Trust and hired by the Member to perform Crisis Management Services in connection with a Terrorism Crisis Management Event.

Terrorism Crisis Management Event, shall mean an event: that begins with an act of Terrorism or Sabotage or an Active Shooter Event which occurs at any of the Member's Scheduled Locations as provided in the Declarations; that, in the good faith opinion of a Key Executive of the Member, has resulted in or may reasonably result in (1) Losses covered by this policy that are in excess of the deductible or (2) Significant adverse regional or National media coverage; and that ends when the Trust determines the crisis no longer exists or when the Terrorism Crisis Limit of Insurance or aggregate Limit has been exhausted, whichever occurs first.

Terrorism Crisis Management Costs, shall mean the following amounts incurred as a direct result of a Terrorism Crisis Management Event, provided such expenses have been pre-approved by the Trust:

1. Amounts for the reasonable and necessary fees and expenses incurred by a Crisis Management Firm in the performance of Crisis Management Services for the Member solely arising from a covered Terrorism Crisis Management Event; and
2. Amounts for reasonable and necessary printing, advertising, mailing or materials, or travel by directors, officers, employees or agents of the Member or a Crisis Management Firm, provided such expenses have been pre-approved by the Trust.

However, Terrorism Crisis Management Costs exclude any attorney or legal defense costs.

Terrorism Crisis Management, shall mean those services performed by a Crisis Management Firm in advising the Member on minimizing: adverse media coverage, losses to covered property covered by this policy endorsement, or disruption to Member operations arising directly from a Terrorism Crisis Management Event.

Terrorism Crisis Limit of Insurance, shall mean the maximum amounts the Trust will pay for Terrorism Crisis Management Costs in the aggregate for the Policy Period and referenced above within this coverage extension.

Key Executive means the Chairman, Chief Executive Officer, Chief Operating Officer, Chief Financial Officer, or General Counsel of the Member. A Key Executive may also be any other person holding a title designated by the Member and approved by the Trust.

EXCLUSIONS:

The Exclusions section of this endorsement is amended to include the following:

This coverage excludes and shall not insure against:

- A. Any Terrorism Crisis Management Costs incurred after the time the Trust determines in good-faith that the Terrorism Crisis Management Event has ended or when the above Terrorism Crisis Management Costs Limit of coverage has been exhausted, whichever occurs first; and
- B. Workplace violence; Domestic Violence; Criminal events (such as robbery); Gang related events and Organized crime.

FLORIDA MUNICIPAL INSURANCE TRUST
EQUIPMENT BREAKDOWN COVERAGE SCHEDULE
COMMERCIAL PACKAGE POLICY

Subject to any applicable limits on the Property, Allied Lines and Crime Declarations, the Equipment Breakdown Limit is the most we will pay for loss or damage arising from any "one accident."

These coverages apply to all locations covered on the policy, unless otherwise specified.

I. Coverages	Limits
Equipment Breakdown Limit: School Districts	Subject to the Real and Personal Property Limit described on the Property, Allied Lines and Crime Declarations or \$100,000,000 whichever is less.
Other than School Districts	Subject to the Real and Personal Property Limit described on the Property, Allied Lines and Crime Declarations or \$50,000,000 whichever is less.
Business Income	Subject to the Business Income limit described in Coverage Extensions or described on the Property, Allied Lines and Crime Declarations; whichever is greater.
Extra Expense	Subject to the Extra Expense limit described in Coverage Extensions or described on the Property, Allied Lines and Crime Declarations; whichever is greater.
Data Restoration	\$ 500,000
Expediting Expense	\$ 1,000,000
"Fungus," Wet Rot, Dry Rot and Bacteria	\$ 25,000
Hazardous Substances	\$ 1,000,000
Service Interruption	Subject to Business Income, Extra Expense, Data Restoration and Spoilage limits
Spoilage	\$ 500,000
 II. Deductibles	
Direct Coverages	Subject to the Real and Personal Property Deductible described on the Property, Allied Lines and Crime Declarations
Indirect Coverages	Subject to the Time Element deductible described on the Property, Allied Lines and Crime Declarations

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

FUNGUS CLEAN UP AND REMOVAL LIMITATION ENDORSEMENT

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:
COMMERCIAL PROPERTY COVERAGE PART**

SCHEDULE

FUNGUS CLEAN UP AND REMOVAL POLICY LIMIT: \$25,000.00

- I. The following definitions are added to the policy:
 - a. The term fungus(i), as used in this endorsement and throughout the entire policy, includes, but is not limited to, any form or type of mildew, mold, mushroom, rust, smuts, or yeast, including any allergens, irritants, mycotoxins, or scents, byproducts, microbial volatile organic compounds produced by or associated therewith.
 - b. The term spore(s), as used in this endorsement and throughout the entire policy, means any reproductive body produced by or arising out of any fungus(i).
- II. a. We will pay your expenses for testing for, monitoring, abatement, mitigation, removal, remediation or disposal of:
 - (1) Any fungus(i) or spore(s); or
 - (2) Any substance, vapor, gas or byproducts produced by or arising out of any fungus(i) or spore(s)provided:
 - (3) Such expense is caused by or results from a Covered Cause of Loss that occurs during the policy period;
 - (4) Subject to all other policy conditions, the necessity of such expense is reported to us in writing within 60 days of the date on which the Covered Cause of Loss occurs; and
 - (5) We authorize you to incur such expense.
- b.
 - (1) Regardless of the number of claims, insured locations or occurrences, the most we will pay under this policy, in excess of any applicable deductible, for the sum of all covered expenses described in 1. above, is the FUNGUS CLEAN UP AND REMOVAL POLICY LIMIT shown in the SCHEDULE of this endorsement.
 - (2) Subject to b.(1) above, the FUNGUS CLEAN UP AND REMOVAL POLICY LIMIT applies to and includes the costs associated with the replacement of Covered Property discarded or destroyed as part of the removal or remediation of fungus or spores.

- (3) The FUNGUS CLEAN UP AND REMOVAL POLICY LIMIT is part of, and not in addition to, the Limit of Insurance applicable to the Covered Property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA - SINKHOLE LOSS COVERAGE

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS (OUTPUT POLICY) COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART

- A. When this endorsement is attached to the Standard Property Policy CP 00 99, the term Coverage Part in this endorsement is replaced by the term Policy.
- B. When this endorsement is attached to the Farm Livestock Coverage Form, reference to loss (other than in the term Sinkhole Loss itself) means "loss" as defined in that Coverage Form.
- C. The following is added to this Coverage Part as a Covered Cause of Loss. In the forms which address "specified causes of loss", the following is also added as a "specified cause of loss". However, as a "specified cause of loss", the following does not apply to the Additional Coverage - Collapse.

Sinkhole Loss, meaning loss or damage to Covered Property when structural damage to the building, including the foundation, is caused by settlement or systematic weakening of the earth supporting the building, only when such settlement or systematic weakening results from movement or raveling of soils, sediments, or rock materials into subterranean voids created by the effect of water on a limestone or similar rock formation.

Coverage for Sinkhole Loss includes stabilization of the building (including land stabilization) and repair to the foundation provided such work is in accordance with the requirements of Florida Insurance Law and in accordance with the recommendation of a professional engineer and in consultation with you. The professional engineer must be selected or approved by us. However, until you enter into a contract for performance of building stabilization or foundation repair:

1. We will not pay for underpinning or grouting or any other repair technique performed below the existing foundation of the building; and
2. Our payment for Sinkhole Loss to Covered Property may be limited to the actual cash value of the loss to such property.

After you have entered into a contract for performance of building stabilization or foundation repair, we will pay the amounts necessary to begin and perform such repairs as the work is performed and the expenses are incurred. If repair has begun and the aforementioned professional engineer determines that the repairs will exceed the applicable Limit of Insurance, we will pay only the remaining portion of the applicable Limit of Insurance upon such determination. The most we will pay for the total of all Sinkhole Loss, including building and land stabilization and foundation repair, is the applicable Limit of Insurance on the affected building.

- D. Sinkhole Loss does not include:
 1. Sinking or collapse of land into man-made underground cavities; or
 2. Earthquake.
- E. With respect to coverage provided by this endorsement, the Earth Movement exclusion and the Collapse exclusion do not apply.
- F. With respect to a claim for alleged Sinkhole Loss, the following provision is added:

Following receipt by us of a report from a professional engineer or professional geologist on the cause of loss and recommendations for land stabilization and repair of property, or if we deny your claim, we will notify you of your right to participate in a neutral evaluation program administered by the Florida Department of Financial Services (hereinafter referred to as the Department). For alleged Sinkhole Loss to commercial residential or farm residential properties, this program applies instead of any mediation or appraisal procedure set forth elsewhere in this policy.

You or we may file a request with the Department for neutral evaluation; the other party must comply with such request. We will pay the costs associated with the neutral evaluation, regardless of which party makes the request. The neutral evaluator will be selected from a list maintained by the Department. The recommendation of the neutral evaluator will not be binding on you or us.

Participation in the neutral evaluation program does not change your right to file suit against us in accordance with the Legal Action Against Us Condition in this policy; except that the time for filing suit is extended for a period of 60 days following the conclusion of the neutral evaluation process or five years, whichever is later.

G. Coverage for Sinkhole Loss under this endorsement does not increase the applicable Limit of Insurance. Even if loss or damage qualifies under, or includes, both Catastrophic Ground Cover Collapse (addressed elsewhere in this Coverage Part) and Sinkhole Loss, only one Limit of Insurance will apply to such loss or damage.

ACTIVE ASSAILANT ENDORSEMENT

THIS ENDORSEMENT'S LIABILITY INSURING AGREEMENTS PROVIDE COVERAGE ON A CLAIMS MADE AND REPORTED BASIS AND APPLY ONLY TO CLAIMS FIRST MADE AGAINST THE MEMBER DURING THE ENDORSEMENT PERIOD OR THE OPTIONAL EXTENSION PERIOD (IF APPLICABLE) AND REPORTED TO US IN ACCORDANCE WITH THE TERMS OF THIS ENDORSEMENT. AMOUNTS INCURRED AS CLAIMS EXPENSES UNDER THIS ENDORSEMENT WILL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND ARE SUBJECT TO RETENTIONS. COVERAGE FOR EXPENSES OR LOSS MAY REQUIRE OUR PRIOR CONSENT OR APPROVAL. PLEASE READ THIS ENDORSEMENT CAREFULLY.

Definitions:

Active Assailant:

A person or group of persons actively engaged in killing or attempting to cause serious **Bodily Injury** to one (1) or more person(s) by means of the use of a vehicle, explosive device or any **Handheld Weapon**.

Active Assailant Event:

An attack by an **Active Assailant** located at an **Insured Location** causing property damage and / or **Bodily Injury** to one (1) or more person(s), excluding the **Active Assailant**, at or within six hundred and fifty (650) feet of an **Insured Location**.

Actual Cash Value:

The amount it would cost to repair or replace insured property, on the date of loss, with material of like kind and quality, with proper deduction for obsolescence and physical depreciation.

Actual Loss:

The **Member's** verified costs and/or expenses arising out of the **Active Assailant Event** or **Hostage Event** calculated as per the wording.

Aggregate Limit of Liability:

The total combined limit of liability under this Endorsement for the **Endorsement Period**. The aggregate amount includes amounts payable under all Sections of this Endorsement, including any sub-limits and all other amount(s) payable under any further endorsements hereto.

Bodily Injury:

Any physical injury to a person including death, sickness, disease, or disability and all mental injury, anguish or shock to such persons resulting from such physical injury.

Claim:

A written demand received by the **Member** from a third party for **Damages** covered by this Endorsement.

Claim Expenses:

All reasonable and necessary fees, costs and expenses incurred with the written consent of the **Trust** resulting from the investigation, adjustment, appraisal, defense or appeal of a **Claim**, suit or proceeding relating to a **Claim**. **Claim Expenses** do not include the salaries, expenses, overheads or other charges by the **Member** for any time spent in co-operating in the defense, settlement and investigation of any **Claim**.

Counselling Costs:

Costs incurred for the provision of care by psychiatrists, social workers or counsellors, except where otherwise provided under any workers' compensation, employers' liability, unemployment compensation or disability laws, statutes or regulations.

Damages:

A monetary judgement, monetary award made by a competent court or a monetary settlement. **Damages** shall not include punitive or exemplary damages, sanctions or any additional damages resulting from the multiplication of compensatory damages.

Employee:

Any person who is:

1. Under a contract of service or apprenticeship with the **Designated Member**; or
2. Supplied to or hired or borrowed by the **Designated Member**; or
3. Under any work experience or similar scheme with the **Designated Member**

whilst employed by the **Designated Member** or engaged by and under the control of the **Designated Member** in connection with the **Designated Member's** business.

Designated Member:

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

Endorsement Period:

The period of time during which this Endorsement is in force, as shown in the Schedule.

Funeral Expenses:

Costs incurred for the professional services required for the arrangement of a funeral, including the supervision of all the arrangements preceding, during and following the service.

Handheld Weapon:

Any instrument in the possession of an **Active Assailant** or **Hostage Taker** that could be used to harm, maim or kill, including acid(s) or unmanned aerial vehicle(s).

Hostage Taker:

A person or group of persons, in possession of an explosive device or any **Handheld Weapon**, holding one (1) or more person(s) under duress at an **Insured Location** for a period in excess of one (1) hour.

Hostage Event:

An incident by a **Hostage Taker** located at an **Insured Location** which involves one (1) or more person(s) within an **Insured Location** and which lasts for one (1) or more consecutive hours.

Insured Location(s):

Any property specified in the **Designated Member's** FMIT Property Schedule, as referenced in the Schedule to this Endorsement, and for which coverage is provided under this Endorsement.

Member:

1. the **Designated Member**; and
2. while acting within the scope of his employment, any officer (except constitutional officers), volunteer, servant, or employee of the **Designated Member**, including elected and appointed officials, and members of Boards or Commissions created by the **Designated Member**.

Occurrence:

The duration and extent of an **Active Assailant Event** or **Hostage Event** shall be limited to all losses sustained by the **Member** which arise out of the same purpose or cause. However no **Active Assailant Event** can extend beyond the expiration of this Endorsement unless there is direct physical loss or direct physical damage or **Bodily Injury** at or within six hundred and fifty (650) feet of an **Insured Location** as a result of an **Active Assailant Event** or unless the **Hostage Event** commences prior to expiration of this Endorsement, nor shall any **Active Assailant Event** or **Hostage Event** commence prior to the attachment of this Endorsement.

An **Active Assailant Event** or **Hostage Event** carried out by the same person or group of persons will be deemed to be one occurrence.

Ordinary Payroll:

The entire payroll expense for all **Employees** of the **Designated Member**.

Period of Liability:

The **Period of Liability** applying to all time element coverages is as follows:

1. For buildings and equipment, the period:
 - (a) Starting from the time of physical loss or damage to the type insured against; and
 - (b) Ending when, with due diligence and dispatch, the building and equipment could be:
 - (i) Repaired or replaced; and
 - (ii) Made ready for operations

Under the same or equivalent physical and operation conditions that existed prior to the damage.

(a) Shall not to be limited by the expiration of this Endorsement.

2. For physically damaged exposed films, records, manuscripts and drawings, the time required to copy from backups or from originals of a previous generation. This time does not include research, engineering or any other time necessary to restore or recreate lost information.
3. For **Bodily Injury**, the time required by the order of the authorities to remove the injured or dead from an **Insured Location** and conduct investigations required as a result of an **Active Assailant Event** or **Hostage Event**.

Sentinel Program:

A policy adopted by the **Designated Member** which allows **Employee(s)** to carry firearms at their **Insured Location(s)** for the purpose of rapidly responding to an **Active Assailant** or **Hostage Taker** at an **Insured Location**.

Trust:

The Florida Municipal Insurance Trust

Coverage

Some of the words used in this Endorsement have a special meaning. If a word is in **bold type**, please refer to the Definitions section of the Endorsement for the word's meaning.

Section 1: Property Damage

Coverage:

The **Trust** will indemnify the **Member** for physical loss or physical damage to real and personal property resulting from an **Active Assailant Event** or **Hostage Event**, in which the **Member** has an insurable interest, at an **Insured Location**, occurring during the **Endorsement Period** and directly caused by the actions of an **Active Assailant** during an **Active Assailant Event** or a **Hostage Taker** during a **Hostage Event**.

Section 2: Time Element

Coverage:

This Endorsement insures time element losses directly resulting from:

1. Physical loss or physical damage, as covered in Section 1: **Property Damage**. above; and/or
2. **Bodily Injury** to one (1) or more person(s) solely and directly caused by an **Active Assailant** during an **Active Assailant Event** occurring during the **Endorsement Period** and at or within six hundred and fifty (650) feet of an **Insured Location**; and/or
3. A **Hostage Event**, occurring during the **Endorsement Period** and at an **Insured Location**; and/or

4. Denial of access to an **Insured Location** as a result of an order by a civil or military authority due to an **Active Assailant Event** or **Hostage Event** occurring during the **Endorsement Period** and within one thousand five hundred (1,500) feet of an **Insured Location**.

Loss of Revenue

Measurement of loss:

The recoverable loss of revenue will be the income loss sustained by the **Designated Member** during the **Period of Liability** which is calculated as follows:

1. The net income that would have been earned by the **Designated Member** had no **Active Assailant Event** or **Hostage Event** occurred and
2. The continuing normal operating expenses incurred, including **Ordinary Payroll**

Extra Expense

Measurement of loss:

The recoverable extra expense loss will be the reasonable and necessary extra costs incurred by the **Designated Member** of the following during the **Period of Liability**:

1. Extra expenses to temporarily continue nearly as normal as practicable the conduct of the **Designated Member's** business; and
2. Extra costs of temporarily using property or facilities of the **Designated Member** or others, less any value remaining at the end of the **Period of Liability** for property obtained in connection with the above.

The term normal means the condition that would have existed had no:

- (a) Physical loss or physical damage occurred; or
- (b) **Bodily Injury** occurred.

Extended Period of Liability

The Loss of Revenue coverage is extended to cover the income loss resulting from:

1. The interruption of business as covered by Loss of Revenue;
2. For such additional length of time as would be required with the exercise of due diligence and dispatch to restore the Insured's business to the condition that would have existed had no loss occurred; and
3. Commencing with the date on which the liability of the **Trust** for loss resulting from interruption to business would terminate if this extension had not been included herein.

Coverage under this extension for the reduction in sales due to contract cancellation will include only those sales that would have been earned under the contract during the **Extended Period of Liability**.

Coverage under this extension does not apply for more than the number of consecutive days specified in the Schedule.

Section 3: Third Party Liability

Subject to the terms and conditions of this Endorsement, the coverage provided under Section 3: Third Party Liability of this Endorsement only covers **Claims** arising from an **Active Assailant Event** or **Hostage Event** occurring during the **Endorsement Period** and reported to the **Trust** during the **Endorsement Period** in writing as soon as reasonably possible and in no event later than ninety (90) days after the expiry of this Endorsement.

The sub-limit applicable to Section 3: Third Party Liability of this Endorsement, as specified in the Schedule, will be eroded by any valid **Damages** and **Claim Expenses** associated with any **Claim(s)**.

Coverage:

The **Trust** will pay on behalf of the **Member** any **Damages** and/ or **Claim Expenses** the **Member** is found legally liable to pay because of any **Claim(s)** for third party **Bodily Injury** and/ or property damage directly caused by an **Active Assailant Event** or **Hostage Event** that occurs at an **Insured Location** during the **Endorsement Period**.

The **Trust** shall have the right but not the duty to defend:

1. Any **Claim** against the **Member** which seeks **Damages**, even if any of the allegations of the **Claim** are groundless, false or fraudulent; or
2. Any **Claim** in the form of a regulatory proceeding.

Defense counsel shall be mutually agreed upon between the **Member** and the **Trust**. In the absence of such agreement, the **Trust's** decision shall be final.

The **Trust** will pay any **Claim Expenses** incurred provided the prior written consent of the **Trust** is obtained before those **Claim Expenses** are incurred. The limit of liability available to pay **Damages** under Section 3: Third Party Liability shall be reduced and may be completely exhausted by the payment of **Claim Expenses**.

If the **Member** refuses to consent to any settlement or compromise recommended by the **Trust** and acceptable to the claimant and elects to contest the **Claim**, the **Trust's** liability for any **Damages**, penalties and/ or **Claim Expenses** shall not exceed the amount for which the **Claim** could have been settled, less the deductible stated in the Schedule, plus the **Claim Expenses** incurred up to the time of such refusal or the applicable limit of liability, whichever is less, and the **Trust** shall have the right to withdraw from the further defense thereof by tendering control of said defense to the **Insured**.

Section 4: Ancillary Support

Coverage:

This Endorsement provides coverage for the following additional expenses:

1. Medical and Dental Expenses

Medical and dental expenses (other than counselling and/or psychiatric care costs) to mitigate the adverse effects of **Bodily Injury** sustained as a result of an **Active Assailant Event** or **Hostage Event** for any **Employee**, patron, student and/or patient of the **Designated Member** physically present at or within six hundred and fifty (650) feet of an **Insured Location**, except where otherwise provided under any workers' compensation, employers' liability, unemployment compensation or disability laws, statutes or regulations.

Medical and dental expenses are limited to a maximum of USD 20,000 per person and applicable only to such costs incurred within thirty (30) days of an **Active Assailant Event** or **Hostage Event**.

2. Counselling Costs

Counselling Costs to mitigate the adverse effects of an **Active Assailant Event** or **Hostage Event** for any **Employee**, patron, student and/or patient of the **Designated Member** physically present at or within six hundred and fifty (650) feet of an **Insured Location**, except where otherwise provided under any workers' compensation, employers' liability, unemployment compensation or disability laws, statutes or regulations.

Counselling Costs are limited to a maximum of USD 10,000 per person for those physically present at an **Insured Location** and physically injured as a result of an **Active Assailant Event** or **Hostage Event** and USD 5,000 per person for those physically present at an **Insured Location** but not physically injured as a result of an **Active Assailant Event** or **Hostage Event**.

Counselling Costs must be incurred within twenty-four (24) months of an **Active Assailant Event** or **Hostage Event**.

3. Funeral Costs

Funeral Costs for persons killed as a result of an **Active Assailant** or **Hostage Event**.

Funeral Costs are limited to a maximum of USD 10,000 per person and USD 150,000 in the aggregate per **Active Assailant Event** or **Hostage Event**.

4. Crisis Management Service

Costs for a crisis management consultant retained by the **Trust** to assist the **Member** in responding to and managing the situation after an **Active Assailant Event** or **Hostage Event** at or within six hundred and fifty (650) feet of an **Insured Location**.

Crisis management costs are limited to a maximum of USD 100,000 per **Active Assailant Event** or **Hostage Event** and must be incurred within twelve (12) months of an **Active Assailant Event** or **Hostage Event**.

5. Employee Retraining Costs

Job retraining costs for **Employees** physically present and physically injured as a result of an **Active Assailant Event** or **Hostage Event** at or within six hundred and fifty (650) feet of an **Insured Location**.

Job retraining costs are limited to a maximum of USD 10,000 per person and applicable only to such costs incurred within one hundred and twenty (120) days of an **Active Assailant Event** or **Hostage Event**.

6. Replacement Employee Recruitment Costs

Recruitment costs to replace **Employees** physically present and physically injured as a result of an **Active Assailant Event** or **Hostage Event** at or within six hundred and fifty (650) feet of an **Insured Location** and consequentially unable to continue working as a result of their injuries. Recruitment costs are applicable only to such costs incurred within one hundred and twenty (120) days of an **Active Assailant Event** or **Hostage Event**.

7. Other Expenses

Any other costs incurred with prior written consent of the **Trust** to mitigate the adverse effects of an **Active Assailant Event** or **Hostage Event** at an **Insured Location**.

General Exclusions:

The **Trust** will not indemnify the **Member** for the following losses occurring during the **Endorsement Period**:

1. Loss, damage, increased cost, **Bodily Injury, Damages** or **Claim Expenses**:
 - (a) occasioned directly or indirectly by war, invasion or warlike operations (whether war be declared or not), hostile acts of sovereign or local government entities, civil war, rebellion, revolution, insurrection, martial law, usurpation of power, or civil commotion assuming the proportions of or amounting to an uprising; or
 - (b) as a result of threat or hoax; or
 - (c) caused by or arising out of burglary, house – breaking, looting, theft, armed robbery and/or larceny; or
 - (d) caused by or arising out of domestic violence; or
 - (e) caused by or arising out of road rage; or
 - (f) caused by or arising out of gang related crime and/ or organized crime; or
 - (g) caused by or arising out of arson; or
 - (h) caused by vandals or other persons acting maliciously or by way of protest or strikes, labor unrest, riots or civil commotion; or
 - (i) caused by or arising out of electronic means including but not limited to computer hacking or the introduction of any form of computer virus or corrupting or unauthorized instructions or code or the use of any electromagnetic weapon. This exclusion shall not operate to exclude losses (which would otherwise be covered under this Endorsement) arising from the use of any computer, computer system or computer software program or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile; or
 - (j) arising directly or indirectly from nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination, however such nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination may have been caused; or
 - (k) directly or indirectly arising from or in consequence of the seepage and or discharge of pollutants or contaminants, which pollutants and contaminants shall include but not be limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence,

- existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment; or
- (l) arising directly or indirectly from or in consequence of chemical or biological emission, release, discharge, dispersal or escape or chemical or biological exposure of any kind; or
 - (m) arising directly or indirectly from or in consequence of asbestos emission, release, discharge, dispersal or escape or asbestos exposure of any kind; or
 - (n) occasioned by any public or government or local or civil authority's enforcement of any ordinance or law regulating the reconstruction, repair or demolition of any property insured hereunder; or
 - (o) caused by factors including but not limited to cessation, fluctuation or variation in, or insufficiency of, water, gas or electricity supplies and telecommunications or any type of service; or
 - (p) directly or indirectly caused by mold, mildew, fungus, spores or other microorganism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.
2. Any sexual misconduct, including without limitation, any physical acts, gestures, spoken or written words of a sexual nature, sexual molestation, sexual assault, sexual battery, sexual abuse, sexual harassment, or sexual exploitation
 3. Medical and dental expenses, **Counselling Costs**, or **Funeral Expenses** for an **Active Assailant** or **Hostage Taker**
 4. Any **Damages** or **Claim Expenses** arising out of **Claim(s)** for mental injury, anguish or shock where no **Bodily Injury** has occurred, except as covered under Section 4: Ancillary Support in the form of **Counselling Costs**
 5. Any **Damages** or **Claim Expenses** the **Member** is found legally liable to pay because of any **Claim(s)** for third party **Bodily Injury** and / or property damage caused by an **Employee** enrolled in a **Sentinel Program**
 6. Any cash and / or marketable securities, goods or services provided by way of ransom or other response to extortion or hostage demands
 7. Any punitive or exemplary **Damages**, sanctions or any additional damages resulting from the multiplication of compensatory damages which is incurred by the **Member** or which is imposed by any court, government agency, public or civil authority or any other person
 8. Any **Damages** or **Claim Expenses**, including but not limited to, Medical and dental expenses, **Counselling Costs** or **Funeral Expenses**, arising under employers' liability, workers' compensation, unemployment compensation, social security or disability laws, statute or regulations
 9. Any consequential loss or damage, loss of use, delay or loss of markets, loss of income, depreciation, reduction in functionality, or increased cost of working except as specifically provided by this insurance
 10. Any refunds or compensation or any costs relating to event rescheduling or relocation

11. Any time element loss caused by an **Active Assailant Event** or **Hostage Event** at a facility supplying gas, electric, water or telephone facilities to an **Insured Location** unless caused by an event within six hundred and fifty (650) feet of an **Insured Location**
12. Any loss, **Damages** or **Claim Expenses** arising out of loss of market or loss of attraction
13. Any increase in loss due to fines or damages for breach of contract or for late or non-completion of orders, or penalties of any nature
14. Any loss during any idle period, including but not limited to when production, operation, service or delivery or receipt of goods would cease, or would not have taken place or would have been prevented due to:
 - (a) Planned or rescheduled shutdown
 - (b) Strikes or other work stoppage
15. Any increase in loss due to:
 - (a) Suspension, cancellation or lapse of any lease, contract, license or orders
 - (b) For penalties of any nature

Property insured shall not include:

1. Land or land values
2. Power transmission, feeder lines or pipelines not located at an **Insured Location**
3. Any building or structure, or property contained therein, while such building or structure is vacant or unoccupied or inoperative for more than thirty (30) days, unless the property is intended to be unoccupied in its normal operations
4. Aircraft or any other aerial device, or watercraft
5. Any land conveyance, including vehicles, locomotives or rolling stock, unless such land conveyance is declared to the **Trust** and is located at an **Insured Location** at the time of its damage
6. Electronic data
7. Animals, plants or living things of all types
8. Property in transit and not located at an **Insured Location**
9. Any property not owned by the **Designated Member**, or in which the **Designated Member** doesn't have an insurable interest, except as covered under Section 3: Third Party Liability.

Conditions

General conditions applicable to this Endorsement

1. Abandonment

There shall be no abandonment of any property to the **Trust**

2. Assignment

Assignment or transfer of this Endorsement or any claim hereunder shall not be valid except with the prior written consent of the **Trust**

3. Burden of Proof

In any claim and/or action, suit or proceeding to enforce a claim for loss under this Endorsement, the burden of proving that the loss is recoverable under this Endorsement and that no limitation or exclusion of this Endorsement applies and the quantum of loss shall fall upon the **Member**.

4. Required Notice

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

5. Requirements in Case of Loss

The **Member** will:

- (a) Immediately call the Security Exchange Emergency 24-hour Crisis Line to access Crisis Management Response Services: +1 312-500-5093.
- (b) Give immediate written notice to the **Trust** of any **Active Assailant Event** or **Hostage Event** likely to give rise to a claim hereunder.
- (c) The **Member** shall render a signed and sworn proof of loss within sixty (60) days after the **Active Assailant Event** or **Hostage Event** (unless such period be extended by the written agreement of the **Trust**) stating the time, place and cause of loss, with the exception of losses under Section 3: Third Party Liability of this Endorsement under which the **Member** shall render a signed and sworn proof of loss as soon as reasonably possible and in no event later than ninety (90) days of the expiration of the Endorsement.
- (d) Co-operate fully in the investigation or adjustment of any claim.
- (e) Take all reasonable steps to mitigate its losses, such as using alternative premises if possible and/or resuming normal business operations as soon as possible.

If the **Trust** has not received such proof of loss within two (2) years of the expiry date of this Endorsement, the **Trust** shall be discharged from all liability hereunder.

To notify us of an **Active Assailant Event** or **Hostage Event** likely to give rise to a claim under this Endorsement, please email all of the following email addresses and call the following numbers:

Markel: TerrorismClaims@markelintl.com

Crawfords: claimsalert@us.crawco.com

FMIT: propclaims@flcities.com

FMIT: 855-364-8567

When notifying us of a claim, please provide a brief description of the event, along with **Member** Name, Address, Business and Location affected. Please also provide a contact person and their details.

6. Arbitration

If the **Member** and the **Trust** fail to agree in whole or in part regarding any aspect of this Endorsement, each party shall, within ten (10) days after a demand in writing by either party, appoint a competent and disinterested arbitrator and the two chosen shall before commencing the arbitration select a competent and disinterested umpire. The arbitrators together shall determine such matters in which the **Member** and the **Trust** shall so fail to agree and shall make an award thereon, and if they fail to agree, they will submit to their differences to the umpire and the award in writing of any two, duly verified, shall determine the same. The arbitration shall be run in accordance with the Rules of the American Arbitration Association.

The parties to such arbitration shall pay the arbitrators respectively appointed by them and bear equally the expenses of the arbitration and the charges of the umpire.

7. Due Diligence

The **Designated Member** (or any of the **Designated Member's** agents, sub or co-contractors) must use due diligence and do (and concur in doing and permit to be done) everything reasonably practicable, including but not limited to taking precautions to protect or remove the insured property, to avoid or diminish any loss herein insured and to secure compensation for any such loss including action against other parties to enforce any rights and remedies or to obtain relief or indemnity.

The **Member** agrees to pursue any available recovery under any government compensation plan or other similar scheme for the benefit of the **Trust**. The **Member** shall allow the **Trust** and its representatives access to all necessary information, documentation and accounting data in respect of any such recovery.

8. Expert Fees

This Endorsement includes, within the **Aggregate Limit of Liability**, the necessary and reasonable fees of architects, surveyors, consulting engineers and other professional experts which are incurred in reinstating or repairing the insured property following damage insured under this Endorsement.

9. False or Fraudulent Claims

If the **Member** shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Endorsement shall become void and all claims and benefit hereunder shall be forfeited.

10. Incorrect Declaration Penalty

If the declared values as stated in the Schedule are less than the correct insured values as determined in the Valuation condition, then any recovery otherwise due hereunder shall be reduced in the same proportion that the values declared bear to the values that should have been declared, and the **Designated Member** shall co insure for the balance.

11. Inspection and Audit

The **Trust** or its agents shall be permitted but not obligated to inspect the **Designated Member's** property at any time.

Neither the **Trust's** right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the **Designated Member** or others, to determine or warrant that such property is safe.

The **Trust** may examine and audit the **Designated Member's** books and records at any time up to two years after the final termination of this Endorsement, as far as they relate to the subject matter of this Endorsement.

12. Legal Action Against The Trust

No one may bring a legal action against the **Trust** unless:

- (a) There has been full compliance by the **Member** with all of the terms of this Endorsement; and
- (b) The action is brought within two (2) years after the expiry or cancellation of this Endorsement

13. Limits of Liability and Excess

The **Trust** shall not be liable under this Endorsement for more than the **Aggregate Limit of Liability** as stated in the Schedule in the **Endorsement Period**. Nor shall the **Trust** be liable under this Endorsement for more than any of the sub-limits stated in the Schedule for the coverage provided under each section in respect of any one **Occurrence**.

Any payment by the **Trust** is subject to the Deductible and Waiting Period stated in the Schedule. During the waiting period, the **Trust** will not be liable to make any payment which they would otherwise be required to make under the provisions of this Endorsement.

14. Material Changes

The **Member** shall notify the **Trust** of any change of circumstances which would materially affect this Endorsement.

15. Misrepresentation

If the **Member** has concealed or misrepresented any material fact or circumstance relating to this insurance, this Endorsement shall become void. If the **Member** is unsure what constitutes material fact(s) or circumstance(s), they should consult the **Trust**, their broker or agent.

16. Primary Insurance

This Endorsement is primary without right of contribution from any other insurance outside of the Coverage Agreement which is carried by the **Designated Member**. The amount of the **Trust's** liability shall not be reduced by the existence of other insurance of the same risk. The **Trust** waives any claim for average or contribution in respect of any other insurer of the insured risks covered hereunder.

To the extent that the **Designated Member's** FMIT Property and Allied Lines Coverage Agreement or FMIT General/Professional Liability Coverage Agreement provide duplicate or overlapping coverage that applies to the risk insured by this Endorsement, the parties intend and agree that this Endorsement will apply to any loss, Damages or Claims Expenses on a primary basis before any other coverage provided for in the Coverage Agreement shall apply.

However, the order of coverage application herein does not apply to any workers' compensation or other form of wage replacement and/or medical benefit insurance, and if such insurance coverage is applicable it shall apply first or as directed by the **Trust**.

17. Protection Maintenance

It is agreed that any protection provided for the safety of the property insured shall be maintained in good order throughout the currency of this Endorsement and shall be in use at all relevant times, and that such protection shall not be withdrawn or varied to the detriment of the interests of the **Trust** without their consent. Failure to comply with this shall render the Endorsement void until the protection has been reinstated.

18. Rights of Third Parties Exclusion

This Endorsement and its insuring agreement are entered solely between the **Designated Member** and the **Trust**.

This Endorsement shall not confer any benefits on any third parties and no such third party may enforce any term of this Endorsement.

This clause shall not affect the rights of the **Designated Member**.

19. Salvage

All salvages, recoveries and payments recovered or received subsequent to a loss settlement under this Endorsement shall be applied as if recovered or received prior to the said settlement and all necessary adjustments shall be made by the parties hereto.

20. Sanctions

The **Trust** shall not be deemed to provide coverage and the **Trust** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such coverage, payment of such claim or provision of such benefit would expose the **Trust** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

21. Situation

This Endorsement insures property located at the addresses stated in the Schedule.

22. Subrogation

Any release from liability entered into in writing by the **Member** prior to loss hereunder shall not affect this Endorsement or the right of the **Member** to recover hereunder. The right of subrogation against any of the **Member's** subsidiary or affiliated entities or any other entities associated with the **Member** through ownership or management is waived;

In the event of any payment under this Endorsement, the **Trust** shall be subrogated to the extent of such payment to all the **Member's** right of recovery therefor. The **Member** shall execute all papers required, shall cooperate with the **Trust** and, upon the **Trust's** request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, attaining the attendance of witnesses and in the conduct of suits and shall do anything that may be necessary to secure such right. The **Trust** will act in concert with all other interests concerned (including the **Member**) in the exercise of such rights of recovery. Subrogation recoveries, if any, shall be pursued and allocated as provided in the FMIT Coverage Agreement's Conditions of Coverage.

23. Valuation

In respect of property damage, settlement shall be based upon the cost of repairing, replacing or reinstating (whichever is the least) property on the same site, or nearest available site (whichever incurs the least cost) with material of like kind and quality without deduction for depreciation, subject to the following provisions:

- (a) The repairs, replacement or reinstatement (all hereinafter referred to as "replacement") must be executed with due diligence and dispatch;
- (b) Until replacement has been effected the amount of liability under this Endorsement in respect of loss shall be limited to the **Actual Cash Value** at the time of loss;
- (c) If replacement with material of like kind and quality is restricted or prohibited by any by-laws, ordinance or law, any increased cost of replacement due thereto shall not be covered by this Endorsement.

The **Trust's** liability for loss under this Endorsement shall not exceed the smallest of the following amounts:

- (a) The Endorsement limit applicable to the destroyed or damaged property,
- (b) The replacement cost of the property or any part thereof which was intended for the same occupancy and use, as calculated at the time of the loss,
- (c) The amount actually and necessarily expended in replacing said property or any part thereof.

The **Trust** will normally expect the **Member** to carry out repair or replacement of the insured property, but if the **Member** and the **Trust** agree that it is not practicable or reasonable to do this, the **Trust** will pay the **Member** an amount based on the repair or replacement costs, less an allowance for fees and associated costs which are not otherwise incurred. The **Trust** will only pay the **Member** up to the **Aggregate Limit of Liability** shown in the Schedule.

24. Choice of Law

This Endorsement shall be subject to the laws of Florida.

Schedule

Endorsement Period:	October 1 to September 30 of the Trust Coverage Year stated in the FMIT Property and Allied Lines Coverage Agreement and Declarations to which this Endorsement is added.
Insured Locations:	See FMIT Property Schedule
Declared Values:	See FMIT Property Schedule
Property values:	See FMIT Property Schedule
Aggregate Limit of Liability:	USD 1,000,000 for the Endorsement Period
Per Occurrence Limit of Liability	USD 1,000,000 (Included in Aggregate Limit of Liability)
	All coverage section limits and sub-limits described below are part of the Aggregate Limit of Liability and not in addition to it.
Section 1: Property Damage Limit of Liability:	(Included in Per Occurrence Limit of Liability)
Deductible:	USD 2,500
Sub-limits:	
Debris Removal Limit Per Occurrence:	(Included in Per Occurrence Limit of Liability)
Section 2: Time Element Limit:	(Included in Per Occurrence Limit of Liability)
Waiting Period:	12 Hours
Extended Period of Liability:	90 days
Sub-limits:	
Denial of Access:	(Included in Per Occurrence Limit of Liability)
Waiting period in respect of Denial of Access:	12 hours
Section 3: Third Party Liability	
Retroactive Date:	10/01/2019
Limit of Liability:	(Included in Per Occurrence Limit of Liability)
	The Limit of Liability under this Third Party Liability section includes Damages and Claim Expenses which erode the stated limit.

Deductible: USD 10,000

**Section 4: Ancillary Support Services
Limit of Liability:**

(Included in Per Occurrence Limit of Liability)

Sub-limits:

Medical and Dental Expenses: USD 20,000 per person

Counselling Costs: USD 10,000 per person for those physically present and affected by **Bodily Injury**

USD 5,000 per person for those physically present but not affected by **Bodily Injury**

Crisis Management Response Service: USD 100,000 any one **Occurrence (Included in Per Occurrence Limit of Liability)**

All coverage section limits and sub-limits are part of the **Aggregate Limit of Liability** and not in addition to it.

Miscellaneous Schedule of Inland Marine

1. All Watercraft
2. Scheduled items over \$25,000
3. Unscheduled Inland Marine. Maximum limit is \$1,000,000 per Agreement period. Including:
 - a. Communication Equipment
 - b. Emergency Service Portable Equipment
 - c. Miscellaneous Inland Marine Equipment \$25,000 or less.
 - d. Non-Owned Inland Marine Equipment - Rented, Leased, Borrowed: Limit: \$50,000 annual aggregate.

#	Limit	Description	*AV	**Deductible
1	\$74,763	Motor Grader Caterpillar, Serial#87V9813		\$1,000
2	\$105,080	J.D. 120G Motor Grader, Serial #87V9977		\$1,000
3	\$30,000	1993 John Deere Loader, Serial #0749		\$1,000
4	\$79,000	2004 Caterpillar Crowler Tractor, #0810		\$1,000
5	\$79,000	2005 Dynapac CA262D Drum Roller, #0298		\$1,000
6	\$203,000	2005 Hitachi Excavator Z200X, S#310551		\$1,000
7	\$16,602	2005 Bracewell Alum. Boat/Mtr/Trlr #G506		\$1,000
8	\$57,130	2006 Caterpillar 416E Backhoe Ldr. #0539		\$1,000
9	\$81,979	2006 JD Utility Tractor/Boom/Head, #6490		\$1,000
10	\$150,000	2005 670D Motorgrader, #8224		\$1,000
11	\$46,100	1994 JD 310 D Backhoe, Ser #0020		\$1,000
12	\$145,000	2008 John Deere 624J Loader, #1384		\$1,000
13	\$53,854	2013 John Deere 8115D Cab Tractor, #0534		\$1,000
14	\$195,552	John Deere Motor Grader, #1968		\$1,000
15	\$15,000	2010 Bracewell Alum. Boat/Mtr/Trlr #A010		\$1,000
16	\$66,545	John Deere 6120E Cab Tractor, ID #0317		\$1,000
17	\$64,007	John Deere 6120E Cab Tractor, ID #0382		\$1,000
18	\$42,000	2016 Caterpillar Skid Steer, DPR00593		\$1,000
19	\$183,659	John Deere 620G Motor Grader, VIN 2864		\$1,000
20	\$98,000	John Deere Skid Steer, Serial 4190		\$1,000
21	\$84,500	Backhoe Loader 310SL Serial 7364		\$1,000
22	\$97,769	Compact Track Loader 333G serial 4190		\$1,000
23	\$8,283	2019 Mako Skiff Serial F819		\$1,000
24	\$15,000	2019 Mercury 90EXLPT Motor Ser 6373		\$1,000
25	\$18,901	2017 Wanco Message Board, Serial 2122		\$1,000
26	\$38,295	2022 Polaris A22SEJ57A1 ATV VIN 9991		\$1,000
27	\$38,295	2022 Polaris A22SEJ57A1 ATV VIN 7800		\$1,000
28	\$38,295	2022 Polaris ATV VIN 7076		\$1,000
29		Blanket Inland Marine		\$500

* "Yes" denotes loss valuation and limit basis is Optional Agreed Value (AV); otherwise, loss valuation and limit apply pursuant to standard terms.

**Deductible for items valued greater than \$100,000 is either the listed amount or 2% of the limit, whichever is greater.

**FLORIDA MUNICIPAL INSURANCE TRUST
AUTOMOBILE LIABILITY AND PHYSICAL DAMAGE
DECLARATIONS**

I. DESIGNATED MEMBER:

Liberty County Board of County Commissioners

Agreement No.: FMIT #0770

II. GOVERNMENT DESCRIPTION

County

III. COVERAGE PERIOD

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

IV. AUTOMOBILE	Premium Basis	Deductible/ Type	Limit	Net Premium
1. Automobile Liability	Per Schedule	\$0	\$500,000	\$30,459
Number of Vehicles:	205			
2. Uninsured Motorists Protection			N/A	N/A
3. Personal Injury Protection			\$10,000	Included
4. Automobile Medical Payments			N/A	N/A
5. Automobile Physical Damage	Per Schedule	Per Schedule	N/A	\$69,108

V. This Agreement includes these endorsements and schedules: See Schedule B

VI. ESTIMATED ANNUAL PREMIUM

Florida Municipal Insurance Trust (FMIT)

Normal Premium	Service Fee	Net Premium
\$93,931	\$5,636	\$99,567

Florida League of Cities Sponsored Insurance Programs Since 1977

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

FMIT AUTOMOBILE LIABILITY AND PHYSICAL DAMAGE COVERAGES

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

Liberty County Board of County Commissioners, FMIT #0770

Schedule B

Form #	Description
FMIT AUTO SCH 1002	Automobile Schedule
FMIT COND 1019	Conditions of Coverage
FMIT CA 1023	Coverage Agreement
FMIT AL 1019	Automobile Liability
FMIT PIP 1014	Personal Injury Protection
FMIT APD 1016	Automobile Physical Damage Coverage Form
FMIT ARR 1009	Rental Reimbursement Coverage
FMIT SE AL 1021	Specific Excess Endorsement - Automobile Liability
FMIT COE 1014	Constitutional Officer Endorsement
FMIT AE 1020	Employer - Provided Vehicles - Automobile Liability

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY

RENTAL REIMBURSEMENT COVERAGE

This endorsement issued by the Trust extends and modifies the provisions of the Agreement relating to Automobile Physical Damage as set forth below.

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A. This endorsement provides only those coverages where a premium is shown in the Automobile Physical Damage portion of the Schedule. It applies only to a covered "auto" described and designated in the Schedule.
- B. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
- C. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - 1. Thirty (30) days.
 - or
 - 2. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.
- D. Our payment is limited to the lesser of the following amounts:
 - 1. Necessary and actual expenses incurred that relate directly to the "loss" of the covered auto.
 - 2. The maximum payment stated applicable to "any one day" or "any one period" for each occurrence.
- E. This coverage does not apply while there are spare or reserve "autos" available to you for use in your operations.

Maximum Amount Payable: \$50.00 per day per covered automobile per occurrence, or five thousand dollars (\$5,000.00) in the aggregate for the Fund year in which the loss(es) occur.

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY

SPECIFIC EXCESS ENDORSEMENT - AUTOMOBILE LIABILITY

This endorsement, when issued by the Florida Municipal Insurance Trust, does not in any way modify the provisions of the Coverage Agreement. It does extend the monetary limits of liability, as stated in the Limits of Liability in the Declarations, as set forth below:

It is agreed that the specific limits of liability are \$ 500,000 (combined single limit) per Occurrence, for liability resulting from passage of a legislative claims bill and pursuant to Section 768.28(5) Florida Statutes, or liability imposed pursuant to Federal Law, or to any liability resulting from actions taken outside of the State of Florida where it is determined by a court of competent jurisdiction that the liability limitations contained in Section 768.28(5), Florida Statutes, are inapplicable, if such liability is covered by the Agreement. The limits provided herein are inclusive of the \$200,000 each person and \$300,000 each occurrence liability limitations contained in Section 768.28 (5), Florida Statutes, but in no way exceed \$ 500,000 (combined single limit) per Occurrence.

Exclusion Y is amended as follows:

To any damages imposed by an act of the legislature, except for claims bills passed by the legislature pursuant to Section 768.28(5), Florida Statutes, against a Member, for damages covered under the terms of this Agreement.

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

CONSTITUTIONAL OFFICER ENDORSEMENT

It is noted and agreed that the following are included in the definition of Member as described in the Definition section.

- Clerk of the Court
- Tax Collector
- Property Appraiser
- Supervisor of Elections
- Sheriff

It is further noted and agreed that coverage is excluded for any Law Enforcement Operations associated with the Sheriff's Department.

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

I. DESIGNATED MEMBER:

Agreement No.: FMIT #0770

Liberty County Board of County Commissioners

II. GOVERNMENT DESCRIPTION

County

III. COVERAGE PERIOD

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

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

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

Bodily Injury by Accident \$1,000,000 each accident
 Bodily Injury by Disease \$1,000,000 policy limit
 Bodily Injury by Disease \$1,000,000 each employee

C. Other States Insurance: if any

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

V. ESTIMATED ANNUAL PREMIUM

Florida Municipal Insurance Trust (FMIT)

Normal Premium	Expense Constant	Incentive Credit	Service Fee	Net Premium
\$204,252	\$160	\$(16,359)	\$11,283	\$199,336

Florida League of Cities Sponsored Insurance Programs Since 1977

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

FMIT WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGES

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

Liberty County Board of County Commissioners, FMIT #0770

Schedule D

Form #	Description
FMIT COND 1019	Conditions of Coverage
FMIT WC EL 1015	Coverage Agreement - Workers Compensation and Employers Liability
FMIT WC EMF 1016	Experience Rating Modification Factor Endorsement
FMIT COE WC/EL 1013	Constitutional Officer Endorsement
WC 00 00 01A 1002	Workers Compensation Schedule
WC 09 04 03 C 0121	Florida Terrorism Risk Insurance Extension Act Endorsement
WC 00 03 11 A	Voluntary Compensation and Employers Liability Coverage Endorsement

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

**CONSTITUTIONAL OFFICER ENDORSEMENT
WORKERS COMPENSATION/EMPLOYERS LIABILITY**

It is noted and agreed that the following are included in the definition of Member as described in the Definition section.

- Clerk of the Court
- Tax Collector
- Property Appraiser
- Supervisor of Elections
- Sheriff

Florida Terrorism Risk Insurance Program Reauthorization Act Endorsement

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

Definitions

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

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

Limitation of Liability

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

Policyholder Disclosure Notice

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

Schedule

Rate per \$100 of Remuneration

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

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

Endorsement Effective 10/01/2023

Policy No. 0770-W23

Endorsement No.

Insured Liberty County Board of County Commissioners

Premium

Florida Municipal Insurance Trust

Insurance Company

Countersigned by _____

VOLUNTARY COMPENSATION AND EMPLOYERS LIABILITY COVERAGE ENDORSEMENT

This endorsement adds Voluntary Compensation Insurance to the policy.

A. How This Insurance Applies

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

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

B. We Will Pay

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

C. Exclusions

This insurance does not cover:

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

D. Before We Pay

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

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

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

E. Recovery From Others

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

F. Employers Liability Insurance

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

Schedule

Employees

State of Employment

**Designated Workers
Compensation Law**

All officers and employees not subject to the Workers Compensation Law except Masters or members of the crew of any vessel

Florida

State of Hire

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

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

Endorsement 10/01/2023

Effective Policy No. 0770-W23

Endorsement No.

Premium \$

Insured: Liberty County Board of County Commissioners

Insurance Company Florida Municipal Insurance Trust

WC 00 03 11 A
(Ed. 8-91)

Countersigned by _____