## Coverage Highlights/Summary of Terms & Conditions of Recommended Carrier Quotations

#### Zurich

Coverage:

**Boiler & Machinery** 

Carrier:

Zurich American Insurance Company

Form Type:

Per Occurrence

Effective:

December 1, 2012 to December 1, 2013

Coverage	Limit	Deductible	Premium
Policy Limit	\$50,000,000	\$1,000 Combined	\$4,116

The following is a general summary of the Insuring Agreement. Actual policy form should be sought for complete terms and conditions.

#### Coverages include, but are not limited to:

Insurance applies only to a coverage for which a Limit of Insurance, a Number of Days, or the word INCLUDED is shown. If INCLUDED is shown, then the Limit for that coverage is part of the Limit per Breakdown.

Coverages	Limits	Days/Hours
Property Damage	\$50,000,000	•
Expediting Expense	Included	
Business Income and Extra Expense	Included	
Extra Expense Only	Included within Business	
	Income	
Extended Period of Restoration		365 Days
Data or Media	\$2,500,000	90 Days
Spoilage Damage	Included	•
Utility Interruption	\$25,000,000	Coverage applies only if the interruption of services lasts at least four hours
Newly Acquired Premises	Included	365 Days
Ordinance or Law	\$2,500,000	•
Errors & Omissions	Included	
Brands and Labels	Included	
Contingent Business Income and Extra Expense	\$2,500,000	
Contingent Extra Expense Only	Included within	
	Contingent Business	
	Income	

Arthur J. Gallagher Risk Management Services, Inc.

#### **Coverage Limitations:**

Unless a higher limit or included is shown, the most we will pay for Direct Damage to covered Property is \$25,000 (\$15,000 for Fungus, Wet Rot, and Dry Rot) for each of the following. These Limits are part of, not in addition to, the Property Damage Limit per Breakdown.

Coverages	Limits
Fungus, Wet Rot, and Dry Rot	\$100,000
Fungus, Wet Rot, and Dry Rot – Business Income and	
Extra Expense or Extra Expense only	30 Days
Ammonia Contamination	Included
Consequential Loss	Included
Data and Media	Included
Hazardous Substances	\$2,500,000
Water Damage	Included

#### **Conditions and Optional Coverages:**

overages	Limits
Business Income Report Date	On File with Company
Business Income Annual Value	On File with Company
Business Income Coinsurance Percentage	Coinsurance does not apply
Diagnostic Equipment	Included
Omnibus Location Endorsement	Included
Buried Vessels and Piping	Included
Civil Authority	Three Weeks – 100 Miles
Unnamed Locations	Included
Demolition/Increased Cost of Construction	Included in Ordinance and Law
Off-Premises Property Damage	\$100,000
Green Coverage	\$100,000

#### **Deductibles:**

The Deductible applies only to a coverage for which an amount, hours, days, or the word INCLUDED is shown. If INCLUDED is shown, then the deductible for that coverage is part of the Combined Deductible.

Deductible Description	Deductible Amount
Property Damage	\$2,500
Business Income and Extra Expense	Included within Property Damage Deductible
Extra Expense Only	Included within Property Damage Deductible
Spoilage Damage	Included within Property Damage Deductible
Contingent Business Income/Extra Expense	Included within Property Damage Deductible
Ammonia Contamination	Included within Property Damage Deductible
Utility Interruption	Coverage applies only if the interruption of
	services lasts at least four hours

#### **Coverage Descriptions:**

Property Damage	Pays for the cost to repair or replace damaged equipment or other property.
Expediting ·	Pay for the increased cost to make temporary repairs or expedite permanent repair or replacement in order to restore business operations.
Business Income/Extra Expense	Pays for your actual loss of business income during the period of restoration. Also pays for the additional costs, after a loss, to maintain normal operations.
Extra Expense Only	Pays for the additional costs, after a loss, to maintain normal operations.
Data or Media (BI)	Pays for Business Income/Extra Expense, during the time after a loss, while insured is researching, replacing, restoring, or reprogramming the damaged media or lost or corrupted data.
Spoilage	Pays for spoilage damage to raw materials, property in process, or finished products caused by a lack of or excess of power, light, heat, steam, or refrigeration. Also pays for necessary expense incurred to replace a spoilage loss.
Utility Interruption	Extends Business Income, Extra Expense, and Spoilage coverage to include loss resulting from the interruption of utility services.
Newly Acquired Locations	Automatically extends coverage for Property Damage and all other applicable coverages for newly acquired leased or purchased locations.
Ordinance or Law	Pays for the additional costs incurred to comply with building laws and codes as a result of a breakdown to covered equipment.
Errors & Omissions	Pays for losses that would otherwise not be payable due to an unintentional error in describing an insured location.
Brands and Labels	Pays for costs the insured incurs to stamp salvage on product or remove brands or labels on damaged merchandise after a loss has occurred and product is to be salvaged.
Contingent Business Income and Extra Expense	Pays for Business Income/Extra Expense at premises shown in the declarations resulting from a breakdown to covered equipment at the premises of a supplier or receiver.
Fungus, Wet Rot, and Dry Rot	Pays for loss, damage, and associated Business Income and Extra Expense (if BI/EE coverage has been purchased) caused by fungus, wet rot, or dry rot when it is directly the result of a breakdown to covered equipment.
Ammonia Contamination	Pays for spoilage to covered property contaminated by ammonia, including any salvage expenses.
Consequential Damage	Pays for the reduction in the value of undamaged stock parts of a product which becomes unmarketable due to damage to another part of the product.
Data and Media	Pay for the cost to research, replace, or restore damaged data or media including reprogramming.

Hazardous Substances	Pays for the extra costs incurred for cleanup or repair or replacement of covered property contaminated by hazardous substances released from a covered breakdown.
Water Damage	Pays for damage to covered property caused by water released as a result of a breakdown to covered equipment (excludes leakage of sprinkler or domestic water piping).

#### **Statement of Defense Costs:**

• N/A

#### **Insuring Agreement**

Pay on Behalf

#### **Exclusions include, but are not limited to:**

- War or Military Action
- Fungus
- Deliberate Acts
- Water Damage if included elsewhere
- Earth Movement

#### Endorsements include, but are not limited to:

Important Notice to Policyholders – Terrorism Risk Insurance Act of 2002

#### **Premium Terms:**

- Minimum Premium: None
- Minimum Earned, Annual and Minimum Deposit: None

#### Conditions of the Quote, Coverages, or Binding:

Signed Authorization to Bind Coverage

#### Claims-Made Renewal:

N/A

#### **Crime/Public Officials Bonds**

Hanover Insurance Company

## Coverage Highlights/Summary of Terms & Conditions of Recommended Carrier Quotations

#### Hanover Insurance Company

Coverage:

Crime and Public Officials Bonds

Carrier:

Hanover Insurance Company

Form Type:

Per Occurrence

Effective:

December 1, 2012 to December 1, 2013

Coverage //	Limit	Deductible	Premium
Employee Theft	\$500,000 (1)	\$2,500	\$1,222
Forgery or Alteration	\$100,000	\$1,000	Included
Money and Securities Inside Premises	\$100,000	\$1,000	Included
Money and Securities Outside Premises	\$100,000	\$1,000	Included
Money Orders and Counterfeit Currency	\$10,000	\$250	Included
Funds Transfer Fraud	\$100,000	\$1,000	Included
Computer Fraud	\$100,000	\$1,000	Included
Inside Premises Robbery or Safe Burglary of Other Property	\$100,000	\$1,000	Included

The following is a general summary of the Insuring Agreement, Actual policy form should be sought for complete terms and conditions.

#### Coverages include, but are not limited to:

- Discovery Form
- Full Employee Theft Limit for Faithful Performance of Duty

#### Exclusions include, but are not limited to:

- War
- Nuclear
- Acts Committed by You
- Governmental Action
- Acts of Employees Learned of by You Prior to the Policy Period

#### Endorsements include, but are not limited to:

- Illinois Changes
- Faithful Performance of Duty Coverage Added
- Include Treasurer and Tax Collector

#### **Premium Terms:**

Minimum Premium: N/A

Arthur J. Gallagher Risk Management Services, Inc.

<sup>(1)</sup> This covers all employees, required to be bonded by law up to \$500,000 unless there is a City ordinance that requires bonds to be placed separately.

#### Conditions of the Quote, Coverages, or Binding:

Signed and Dated Application

#### **Workers Compensation and Employers Liability**

Illinois Public Risk Fund

## Coverage Highlights/Summary of Terms & Conditions of Recommended Carrier Quotations

#### **IPRF**

Coverage:

**Workers Compensation** 

Carrier:

Illinois Public Risk Fund

Form #:

Specimen upon request

Effective:

December 1, 2012 to January 1, 2014(1)

Coverage	Limit	Total Premium
Specific Limit	Statutory	\$143,610
Bodily Injury by Accident	\$2,500,000	Included
Bodily Injury by Disease	\$2,500,000 Policy Holder	Included
Bodily Injury by Disease	\$2,500,000 Each Employee	Included

The following is a general summary of the Insuring Agreement. Actual policy form should be sought for complete terms and conditions.

#### Auditable Exposures and Audit Frequency, if applicable:

Auditable Policy Form

#### **Estimated Remuneration:**

Code		Estimated	Rate Per	na stantina (
Numbe	Classification	Payroll	\$100 Payroll	Premium
7520	Waterworks	\$332,140	\$4.492	\$14,920
7580	Sewage Disposal	\$298,794	\$3.579	\$10,694
7710	Firefighters	\$740,168	\$8.481	\$62,774
9402	Street Cleaning	\$335,367	\$6.775	\$22,721
7720	Policemen	<b>\$956,</b> 504	\$2.263	\$21,646
8810	Clerical	\$647,251	\$0.175	\$1,133
9102	Parks NOC	\$105,377	\$2.746	\$2,894
9015	Building NOC	\$37,221	\$3.310	\$1,232
9410	Municipal Employees	\$36,859	\$3.834	\$1,413

#### **Covered States:**

Illinois

<sup>(1)</sup> IPRF renews on January 1 of every year. We have waived the additional one-day premium.

#### Coverages include, but are not limited to:

Workers Compensation and Employers Liability

#### **Exclusions include, but are not limited to:**

- Bodily Injury to an Employee While Employed in Violation of Law
- Bodily Injury Caused by Insured
- Longshore and Harborworkers Act
- Federal Employers Liability Act
- Assumptions Under Contract
- Stop Gap Employers Liability

#### **Endorsements include, but are not limited to:**

- Voluntary Compensation
- Broad Form All States for Employee Travel
- Federal Employers Liability Act Coverage
- Foreign Voluntary Workers Compensation and Employers Liability for Traveling Employees

#### **Premium Terms:**

Minimum Premium: N/A

#### Conditions of the Quote, Coverages, or Binding:

- This policy is from December 1, 2012 to December 1, 2013
- Signed Pooling Agreements from the Insured (attached)
- Completed Employee Concentration Form
- A check in the amount of \$12,899 made payable to Illinois Public Risk Fund

#### **Coverages for Consideration**

- Coverages are highlighted here to review available coverages which you should consider. These coverages are included in the
  coverage section of this proposal only if quoted and highlighted as covered.
- A proposal for any of the coverages can be provided.
- The recommendations and considerations summarized in this section are not intended to identify all exposures.
- If Gallagher does not handle your complete insurance program, these recommendations only reflect items within our scope of
  responsibility.
- Cyber Liability
- Pollution Liability
- Newly Constructed Buildings and Additions must be reported for underwriter approval. Builders Risk is
  a first-party coverage only and can be purchased for additional premium

## **Premiums/Fees Comparison: Expiring to Recommended Carriers**

Line of Coverage	Expiring Premiums 2011-2012	Gallagher 2012-2013 Proposed Premium Brit, Hanover, IPRF	Gallagher 2012-2013 Proposed Premium Travelers, IPRF
Property	\$227,132	\$113,593	\$37,321
Inland Marine	Included	Included	12,704
Equipment Breakdown	Included	4,116	Included
General Liability	Included	Included	59,473
Law Enforcement Liability	Included	Included	14,909
Public Officials Liability	Included	Included	7,754
Employment Practices Liability	Included	Included	7,868
Automobile Liability	Included	45,876	17,873
Auto Physical Damage	Included	Included	9,411
Umbrella/Excess Liability	Included	32,309	34,020
Cyber Liability	Not covered	Not covered	575
Crime/Bond	Included	1,222	1,222
Workers Compensation	174,131	143,610	143,610
Total Premium	\$401,263	\$340,726	\$346,740
Policy Fee and Commission	25,000	Included	Included
Total Cost	\$426,263	\$340,726	\$346,740
Total Savings from Expiring	· · · · · · · · · · · · · · · · · · ·	-\$85,537	-\$79,523
Total Savings %		-15.1%	-13.6%

Pro-Rata/Undecided State Surplus Lines Billing Disclaimer — If you elect to bind coverage with a non-admitted carrier. Surplus lines taxes must be collected and remitted to your Home State, as defined in The Non-admitted and Reinsurance Reform Act. Your Home State has not yet established a process for the remittance of the non-Home State portion of the tax. We intend to bill the surplus lines taxes for the non-Home States, and hold these taxes until a process for remittance is established and payment to the non-Home State may be made. If no such process is established by the Home State, and the risk of future claim by the non-Home State is determined to no longer exist, then the taxes will be returned to you.

#### **Carrier Payment Plan**

Premiums for the policies are due and payable as billed, in full or as insurance company installments.

Carrier	Payment Schedule
Travelers	Annual Installment
Underwriters at Lloyd's of London (Brit)	Annual Installment
Hanover Insurance Company	Annual Installment
Zurich American Insurance Company	Annual Installment
Illinois Public Risk Fund (IPRF)	Annual Installment

# **Compensation Disclosure Schedule** Bindable Quotations and

acceptance by an approved finance company. Note: Following acceptance, completion (and signature) of a premium finance agreement with the specified down payment is required. For the coverage options you choose to have us bind, premiums are due and payable as billed, in full or as insurance company installments. Premiums may be financed, subject to

				Wholesal	Wholesaler MGA or Intermediary	emediary	
Carrier Name and Coverage	(1) Est. Annual Premium	Fee Income, if applicable	(2) Comm.	(3) Name	) D	(4) Broker % (Insert **** if applicable)	AJG- Owned Yes/No
Package						Ž	
Travelers	\$201,908	N/A	15%	N/A		N/A	N/A
Underwriters at Lloyd's of London (Brit)	\$191,778	N/A	13%	N/A		N/A	N/A
Workers Compensation							
Ilinois Public Risk Fund (IPRF)	\$143,610	N/A	10%	N/A		N/A	N/A
Crime							
Hanover Insurance Company	\$1,222	N/A	10%	AJG Bond Department		10%	Yes
Boiler & Machinery							
Zutich American Insurance Company	\$4,116	N/A	15%	RPS		10%	Yes
		Surplus Lines Taxes/Fees	axes/Fees				
	Non-Admitted Carriers	rs	-	State	Tax % Actual	Actual Tax Dollars	. Fees
N/A				N/A	N/A	N/A	N/A

See next page for all applicable disclaimers.

Arthur J. Gallagher Risk Management Services, Inc.

# Please note: The asterisks below are only applicable if triggered in the Bindable Quotations and Compensation Disclosure Schedule.

profit, volume or retention, while supplemental commissions are not. These supplemental or contingent commissions may range from less than 1% up to 10% of the policy premium. Please refer to the Some carriers pay Gallagher supplemental or contingent commissions in addition to the policy commission. Contingent commissions are typically contingent upon performance factors such as growth, Contingent and Supplemental Commission Disclosure or contact your Gallagher representative for additional information.

- 1. \* If the premium is shown as an indication: The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.
  - \*\* A verbal quotation was received from this carrier. We are awaiting a quotation in writing.
    - . Commission rate is a % of annual premium, excluding fees and taxes.
- \*\*\* Gallagher is receiving commission on this policy. The fee due Gallagher will be reduced by the amount of the commissions received.
  - We were able to obtain more advantageous terms and conditions for you through an intermediary/wholesaler.
- \*\*\*\* The non-Gallagher intermediary/wholesaler did not provide their compensation information for this proposal. The usual and customary compensation to a wholesaler/intermediary ranges from 5% to 12%, but we cannot verify that range is applicable in connection with this proposal

#### **Gallagher Disclosures**

#### **Proposal Disclaimer**

The proposal is an outline of certain terms and conditions of the insurance proposed by the insurers, based on the information provided by your company. It does not include all the terms, coverages, exclusions, limitations, and/or conditions of the actual policy contract language. The insurance policies themselves must be read for those details. Policy forms for your reference will be made available upon request.

We will not be operating in a fiduciary capacity, but only as your broker, obtaining a variety of coverage terms and conditions to protect the risks of your enterprise. We will seek to bind those coverages based upon your authorization; however, we can make no warranties in respect to policy limits or coverage considerations of the carrier. Actual coverage is determined by policy language, so read all policies carefully. Contact us with questions on these or any other issues of concern.

#### Actuarial Disclaimer

The information contained in this proposal is based on the historical loss experience and exposures provided to Arthur J. Gallagher Risk Management Services, Inc. This proposal is not an actuarial study. Should you wish to have this proposal reviewed by an independent actuary, we will be pleased to provide you with a listing of actuaries for your use.

#### TRIA/TRIPPA Disclaimer

If this proposal contains options to purchase TRIA/TRIPPA coverage, the proposed TRIA/TRIPPA program may not cover all terrorism losses. While the most recent legislation eliminated the distinction between foreign and domestic acts of terrorism, a number of lines of coverage excluded under the TRIEA legislation passed in 2005 remain excluded including Commercial Automobile, Burglary and Theft insurance, Surety insurance, Farmowners Multiple Perils and Professional Liability (although Directors & Officers Liability is specifically included). If such excluded coverages are required, we recommend that you consider purchasing a separate Terrorism policy. Please note that a separate Terrorism policy for these excluded coverages may be necessary to satisfy loan covenants or other contractual obligations.

#### **Compensation Disclosure**

One of the core values highlighted in The Gallagher Way states, "We are an Open Society," and our open society extends to the compensation Gallagher receives. For more information on Gallagher's compensation arrangements, please visit <a href="http://www.aig.com/compdisclosure">http://www.aig.com/compdisclosure</a>. In general, Gallagher may be compensated as follows:

- 1. Gallagher Companies are primarily compensated from the usual and customary commissions or fees received from the brokerage and servicing of insurance policies, annuity contracts, guarantee contracts and surety bonds (collectively "insurance coverages") handled for a client's account, which such commissions and fees may vary from company to company and insurance coverage to insurance coverage. As permitted by law, Gallagher companies occasionally receive both commissions and fees. In placing, renewing, consulting on or servicing your insurance coverages, Gallagher Companies may participate in contingent commission arrangements with intermediaries and insurance companies that provide for additional contingent compensation if underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company and/or through the intermediary, not on an individual policy basis. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company.
- Gallagher Companies may also receive investment income on fiduciary funds temporarily held by them, such as premiums or return premiums.
- 3. Gallagher Companies may access other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace. Gallagher Companies may own some of these facilities, in whole or in part. If such a facility was utilized in the placement of a client's account, the facility may have earned and retained customary brokerage commission or fees for its work.
- Gallagher assists its customers in procuring premium finance quotes and unless prohibited by law may earn compensation for this value-added service.

#### Questions/Concerns

If you have specific questions about the compensation received by Gallagher and its affiliates in relation to your insurance placements, please contact your Gallagher representative for more details.

In the event you wish to register a formal complaint regarding compensation Gallagher receives from insurers or third parties, please send an e-mail to Compensation\_Complaints@ajg.com or send a letter to:

AVC Compliance Officer Arthur J. Gallagher & Co. Two Pierce Place, 20th Floor Itasca, IL 60143



#### COMMERCIAL ACCOUNTS

#### Contingent and Supplemental Commission Disclosure

Effective October 1, 2009, Arthur J. Gallagher & Co., and its subsidiaries operating as insurance agents/brokers under the corporate holding company known as Arthur J. Gallagher Brokerage & Risk Management Services, LLC, resumed participating in contingent commission arrangements which are routinely offered by insurance companies and intermediaries to agents and brokers, after voluntarily foregoing the benefit of this type of compensation since January 1, 2005. Contingent commission arrangements provide for additional compensation if certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company and/or through the intermediary, not on an individual policy basis. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company.

During the time Gallagher's retail operations did not accept contingent commissions, some insurance markets and intermediaries, including Gallagher owned intermediaries, modified their commission schedule with Gallagher, resulting in an increase in some commission rates. The additional commissions, commonly referred to as "supplemental commissions," are known at the effective date of the policy, but some intermediaries and insurance companies are paying the commission increase apart and later from when the commission is normally paid at policy issuance.

Unlike contingent commissions, supplemental commission payments are determined without regard to any performance factors which are contingent on future growth, retention, profitability, etc.

Contingent and supplemental commission ranges from less than 1% up to 10% of written or earned premium on eligible lines of business (not all lines of business qualify).

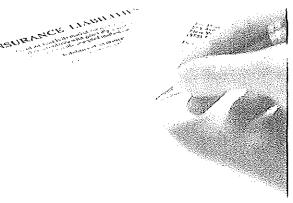
**NOTE:** Upon request, your Gallagher representative can provide more specific market information regarding contingent and supplemental commission related to your insurance coverage.

## Additional Changes and Developments to Your Program/Business/Operations

It is important that we be advised of any changes in your operations that may have a bearing on the validity and/or adequacy of your risk management program. The types of changes that concern us include, but are not limited to, those listed below:

- 1. Any newly assumed contractual liability, granting of indemnities, hold harmless agreements, or waivers of subrogation.
- 2. Circumstances which may require increased liability insurance limits.
- 3. Any changes in fire or theft protection, such as the installation of or disconnection of sprinkler systems, burglar alarms, etc. This includes any alterations to same.
- 4. Immediate advice of any changes to scheduled equipment such as contractors' equipment, electronic data processing, etc.
- 5. Property of yours that is in transit, unless we have previously arranged for the insurance.
- 6. Any changes in existing premises, including vacancy, whether temporary or permanent, alterations, demolition, etc. Also, any new premises either purchased, constructed, or occupied.





Client Signature Requirements



#### **Client Authorization to Bind Coverage**

After careful consideration of Gallagher's proposal dated November 8, 2012, City of Paris accepts your insurance program subject to the following exceptions/changes: Please bind all policies as checked below: Package (Property, GL, Automobile, LEL, PO/EPLI) Boiler & Machinery Underwriters at Lloyd's of London Zurich American Insurance Company Travelers Insurance Company Crime Workers Compensation Hanover Insurance Company Illinois Public Risk Fund (IPRF) Bind TRIA Terrorism coverage as quoted except for the following policies: Provide quotations or additional information on the following coverages from the Coverages for Consideration page of this proposal. It is understood this proposal provides only a summary of the details; the policies will contain the actual coverages. City of Paris confirms the values, schedules, and other data contained in the proposal are from our records and acknowledge it is our responsibility to see that they are maintained accurately. We agree that your liability to us arising from your negligent acts or omissions, whether related to the insurance or surety placed pursuant to these binding instructions or not, shall not exceed \$20 million, in the aggregate. Further, without limiting the foregoing, we agree that in the event you breach your obligations, you shall only be liable for actual damages we incur and that you shall not be liable for any indirect, consequential or punitive damages. Client Signature Dated

Arthur J. Gallagher Risk Management Services, Inc.

#### **Claims Reporting Instructions**

For all of your coverages within this proposal, unless otherwise noted:

Immediately report any incident, claim, or suit to:

For IPRF claims report to:

TPA or Carrier Name:

Illinois Public Risk Fund (IPRF)

By Phone:

(888) 532-6981

By Fax:

(888) 223-1638

By Website:

www.ipfr.com

For Hanover Crime claims report to:

TPA or Carrier Name:

Hanover Insurance Company

By Phone:

(630) 521-8419

For Brit Insurance claims report to:

TPA or Carrier Name:

Gallagher Bassett Services, Inc.

By Phone:

(800) 748-6159

By Website:

www.risxfacs.com

For Zurich claims report to:

TPA or Carrier Name:

Zurich Chicago

By Phone:

(800) 987-3373

By Fax:

(877) 962-2567

For Travelers claims report to:

TPA or Carrier Name:

Travelers Companies

By Phone:

(210) 525-3600

By Fax:

(210) 525-3801

By Toll Free:

(800) 347-4740

• If notice of incident, claim, or suit is received, refer to the policy conditions clause "Duties in the event of."

Arthur J. Gallagher Risk Management Services, Inc.

#### **Supporting Documentation**

- Named Insureds
- Schedules on File
- Policy Forms

#### **Named Insureds**

City of Paris

Note: Any entity not named in this proposal may not be an insured entity. This may include partnerships and joint ventures.

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6	Thomas is the Open ? > 0 C Well of it.	¥	10 Oct	Walter & Sweet Treedment / Wel 34	JPW &	Theman process the rest Kinera	ALC: N	לטים דיו	Water & Seens Treatmen, Coner and Suruse	5	FIRE	H	Urcker	meri	ŝ	
8	100	diam'r.	11.1	dinet.	11/3 (1	Ē	- mer	17.11.0	(men)	11	, Lucius	amer	- uneur	200	375	
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Loc Bldg	<ul> <li>Property in the Open (* &gt; □ ⊕ Void (*) in Littles</li> <li>Thropping property from the Kine**</li> </ul>	s s	u -toparty in the Lipen ( = 1, 64 kVet + L (cuttoor ) serviced to Cuttoor ( cuttoor ) serviced to Cuttoor )	7	S POSSET NIBR OPEN 2 C WAI AND COMPAN	1	*	ř t	3	Sales Services (Services unit unes 60 Pt.	12 WANTER BOWER TENDERAL PRICE LARGE	ž	12 WROTH & Wower I regiment? Declared Ince	31 Police Jalla / Epilco Decament	E.	
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<b>'</b>	TRIE MONEON	TRIDENT							
TRIDE	INT AUT	TRIDENT AUTOMOBILE SCHEDULE FOR: Instructions: Submit complete Information for	TRIDENT AUTOMOBILE SCHEDULE FOR: Instructions: Save file and e-mail with Trident application to underwriting@tridentinsurance	and e-mail with	CITY OF PARIS	PARIS Dication to un	derwriting	Stridentin	surance
Refer to	Auto Class	* Refer to Auto Class Codes Worksheet							
	Control of the Control		Information for the Columns below	umns below (	si (	is required for quotation	quotation.		
Veh#	Year	Make	Model	digits)	Codes*	Cost New Valuation	Valuation	<b>2</b> 452	Coll
25	1965	Harley Davidson	Motorcycle Meter S	1122	7942	\$10,000		\$1,000	\$1,000
10	1966		Nomad Trailer	F300	69499	009\$	ACV	\$1,000	\$1,000
Ø	1979	Seagraves	Pumper	3771	01499	\$120,000		000'L\$	\$1,000
11	1986	Ford	F700 Dump Truck	7444	01479	\$23,000	1	87,000	\$1,000
14	1987		Harrod Trailer	0516	69499	\$10,000		\$1,000	\$1,000
44	1992	Elgin	Street Sweeper	6005	01499	\$56,000		\$1,000	\$1,000
4	1993		Cronkhite Trailer	1041	69499	\$7,000	ACV	\$1,000	\$1,000
19	1993	Chevrolet	GMT-400	0278	7398	\$12,462		\$1,000	\$1,000
-				0,00	39,70	200			
	25	International	Bucket Iruck	4616	01499	\$17,500	ACV	\$1,000	<u>ي</u>
8	188	Chevrolet	GMT-400	4967	01499	\$17,000		ور فر	95
8	1385	International	4000 Dump	3221	01479	\$38,000		\$1,000	9 8 8
6	1998		Trailer Rettig	1276	69499	\$5,000	-	<u>عر</u>	94.90 84.90
8	1997		Cronk Trailer	1696	69499	\$3,000		\$1,000	\$1 000 84
33	1997	Ford	F250	9011	7398	\$17,262	ACV	\$1,000	\$1,000
<del>6</del>	1397	Ford	F250	7519	7398	\$17,770		\$1,000	<del>ور</del> 93
42	1997	Homemade	Utility Traller	1193	69499	\$14,000		\$1,000	\$1,000
ŭ	1998	Dodge	Ram 1500 Truck	9392	7398	\$4,000		\$1,000	\$1,000
45	1998	Ford	Crown Victoria	4880	7911	\$19,708		\$1,000	\$1,000
8	38	Haulmark	Trailer	7829	69499	\$5,800		\$1,000	\$1,000
8	1998	International	4000 Dump Truck	5287	01479	\$42,769	ACV	31,000	S1 000
8	138	International	4000 Jet Vac Truck	7295	01499	\$166,000		00 र	<u>ર</u> 8
2	200	International	4170 Dump Truck	7315	014/9	\$18,000	-	\$1,000	200
4 8		Spartan	Firetruck	2707	808/ 808/	\$250,000	1	21,000	2 000 2 000 3 000
3 [	3 8		Door Faller	4000	2000	G 6	1	000	300
4 6	300	American Labrance	Agrical Fire Trainer	2015	7000	000 IS		2000 A	
27	Ş	Chevrolet	Blazer S	6374	7308	472 472	204	\$ €	200
36	2 <u>6</u>	Dodge	1500 Ram	4285	7398	\$16.400	ŞÇ ŞÇ	8 000	31.00
49	2001	Dodge	3500 Truck	3788	01439	\$18,000	Şζ	\$1,000	£ 90
48	2001	Dodge	Ram 1500 Truck	2800	7398	\$16,500		000.F	\$1.000
43	2001	International	4000	3787	01499	\$50,000	ACV	\$1,000	\$1,000
56	2001	International	Dump Truck	1507	01479	000'05\$	ACV	\$1,000	\$1,000
7	2002		Kirks Trailer	1116	69499	8750	ACV	\$1,000	\$1,000
8	2002	Dodge	B250 Carry all	8261	01499	\$22,000		\$1,000	\$1,000
64		Dodge	Dakota Pickup	2799	7398	\$21,481	ACV	\$1,000	\$1,000

Loss Payee or Additional Insured Arthur J. Gallagher Risk Management Services, Inc.

Loss Payee or	Additional Insured																				***************************************								THE PROPERTY OF THE PROPERTY O						
tibles	I[02	\$1,000	\$1,000	S1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	£1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	
<b>Deductibles</b>	Comp	\$1,000	S1,000	S1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	अ. १०००	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	S4,000	S1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	
	Valuation	₽Ç	₽Ç	₽Ç	ACV	ACV	ΑÇ	ACV	ACV	ACV	ACV	ACV	ŞÇ.	ACV	ΑÇ	₽Ç	ŞÇ	δŞ	ΑĊ	Ş	ΑÇ	₽Ç	ACV	₽Ç	ŞÇ	ACV	ACV	ŞÇ	ΑÇ	₽Ç	Ş	ACV	ACV	ACV	
323	Cost New	\$20,000	\$23,924	\$20,406	\$26,000	\$26,085	\$16,000	\$600	\$31,000	\$22,642	\$17,888	\$17,888	\$17,888	\$14,259	\$7,815	87,000	\$29,235	\$23,034	\$42,000	\$34,410	831,108	\$19,900	\$19,900	\$13,990	\$47,053	\$12,730	\$284,000	\$22,232	\$35,000	\$13,820	\$25,000	\$19,200	\$26,000	\$34,780	
Class	_Codes*	7911	868.	7911	01499	01499	7398	69499	7906	7398	7911	7911	7911	7398	69439	7909	7911	7398	01479	7398	7398	7911	7911	7398	01499	7398	01499	7398	7398	7398	7911	7398	7911	7398	
VIN (last 4	digits)	2090	2254	2403	9299	3429	3182 .	4621	0426	4960	5015	1109	8748	4157	8198	5534	4204	7280	5866	2453	5817	6798	6797	8525	5807	0240	7210	6510	1381	1987	2163	4138	1394	6661	
	Model	Crown Victoria	Caravan	Crown Victoria	F350S	F350S	Taurus SES	Trailer	Vermeer E550 Evacuator Trailer	2500	Impala	Impala	Impala	Silverado	United UXT-524 TAGO Trailer	Hauler-HazMat Trailer	Explorer		C7500 Dump Truck	Durango	Durango 4X4	Crown Victoria	Crown Victoria	F150	F550 Crew Cab Truck	Taurus 4 Dr	Crimson Pumper Truck M#06143	Durango	0514	F150	Mustang	F250 Pickup	Crown Victoria	F250	
	Make	Ford	Dodge		Ford		Ford	Homemade			Chevrolet			Chevrolet		American	Ford	Ford	let	Dodge		Ford	Ford	Ford	Ford	Ford		Dodge	Ford	Ford				Ford	
V.		2002	2003	2003	2003	2003	2003	2003	2004	2004	2004	2004	2004	2004	2005	2005	2005	2005	2006	2006	2006	2006	2006	2006	2006	200e	2007	2007	2002	2002	2007	2008	2010	2010	
	Veh#	28	జ	8	25	41	ഹ	54	22	2	-	22	26	9	ន	23	80	28	હ	8	46	15	12	8	8	8	99	တ	13	77	67	65	69	2	

#### **Equipment Schedule**

The control of the	stands after property						
Part   Part	COUPMENT S	CHEDULE FOR:			Professional Contraction of the	Contractor Security	ty of Parison Statement and Market
Control Cont			and the second second	- Serie			Miscalingonia
100   100			inch! Sears	- No. BOT A	18		
Control		4200 Compact UNIV Trade	uorii Coolis Jorin Duel≭	LV*200+721567	12 500		
1970   1970		77 Deck	****	TC0072A290839	052		***************************************
100   100		C 2/ DA SEL LIOWER TO TO TO TO TO TO TO TO TO TO TO TO TO	Libraria	MCX495AC21832	000 % 0000 %		
10.000   1		Ceresting Feundain	K0520	840CJF	4 433	1370/05	
1975   1975		1204 Heavier	Diale Channer		2 200	231/07	1115481481 571
1975   1975		K671 240 178410, 331 F	1 man Champer	:818544	10:59	SAKB	
2006   2007   2006   2007		2- Gravely Pro-Tur- 472, Model #0022236			14 160	\$17,2012	
1000   1000		Car2					
100   100		Padlo			610	700F	
100   100		5900	- LL JOJANA MATTER TO THE TOTAL THE		009 .	7000	
March   Marc		P. See, Box			345	ŠŠ	
March   Marc		Shobe Decklights			300		
100   100		Dog p attorm			993		
1000   1000		Page Censele			955	38	
1000   1000		Hand He'd Cart eta			129	2004	
100   100		D, 24 Hg/1 S27-124			170		
100   100		Panaran e, Taighbaos, Inphòs		TH -VORTED AND AND LINESE	. F18	2000	
100   100		1 Much lott & Charmat			32,	2002	
1000   1000		Syrk Centrol			110	2004	
Docqo Duranço   Company		PUI			415		
Dodge Durango   1,310   1,31		Section County and a section of the			1052	ARK.	
Continue of the continue of		Stocks state and			000		
100   100		Stop sticke			:00	500€	
1000   10000		Marthi Vineo			3 :(0)	KOOK	
1,000   1,00		Car 18	Dodge Durango		P40	100-	
120   120	*	Radio			005	2002	
1,100   2,00		යාදර් ලින් වි ඉතිස			170	2001	
1002   1003   1004		Stao ker P 4			82	7007	
1,000   1,00		NX 700 L 00100		6250031645	310	500	
1,000   1,00	***************************************	ALE)		2020/12/2	30%	Hank.	
March   Marc		Sten Conto Lox			43.	1005	
100   100		R_ge*		480-11771	678	Z 25.	Model 04813
100   100					210	ફ્	Sro point mount
100   100		Compay Lepkov			OSE C	2002	Model 2740
1913   1920		Camin In. Dr. Krien Camera		VOLC ZEPTES	3.247	£57.	
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		Night Vidon			66	2004	
Company   Comp		1981			415	2002	
		Z Mod Lichts/charger			3 5	1012	
200 150 150 150 150 150 150 150 150 150 1		1 pr. dr. Joli Cutters			605		
		Comb. for mount			300	2005	
120   120		S Dauls 77 In Circ. 81d			OŞ1	2001	
200 2 Chery 2 2004 (2) Chery 2 2004 (2) Chery 2 2004 (2)		President authorized			75	2001	
200 Cherry (2004)		20 % GSW			160	1000	
200 (2) (2) (3) (3) (4) (4) (4) (4) (4) (4) (4) (4) (4) (4		Stocks Device Strate			250	Į.	
2004 Chery (187)		Radio Conscie			300	2001	
2004 Chery (10)		2 storege box (misc)			XXX	un:	
2004 Chery		(スアギ) よるこななん(			1820	2005	
72004 Chevy		Shoyo Install stian-Earback			750	my	
053		CA-20	2004 Chevy				

1.7. State   1.2	Department	lbm)	Year	Serial	Value Type		Miscellaneous
Contact   Cont	П						
Chrystastitu   Chry		Da Chanker			010	38	
Chery Assilut   Chery Assilut   Chery Assilut   Chery Assilut   Chery Assilut   Chery Assilut   Chery Assilut   Chery Assilut   Chery Assilut   Chery Assilut   Chery Assilut   Chery Ch	-	P.A. Siren Box			245	2002	
Chey tashitu   Chey		Cado			386	2002	
Cress Picture   Cress   Cres		Section			350	2002	
Charty Mailleur   Chart Mailleur   Chart Chart Mailleur   Chart Chart Mailleur   Chart Chart Chart Mailleur   Chart Ch		Germini In-Car Video Cemere			3.211	2007	
Chart Matter   Chart Columb   Columb		Switch Control			110	2004	
Cheecy Matters   Cheecy Matters   Confidence   Confiden		2 Mag Lights/charger			310	2005	
Cheecy Manibus   Property Mani		Computer stand			300	2002	
Charter Mailean   759		Console			300	2002	
CG-MONTAINING   CG-MONTAINANCHASGEREUUS   1,000		Installation-Barbock			750		
Control Cont		Car 19	Chevy Malibu				
Chieffy   Chie		Radio			610	1999	
Control   Cont		Kedel			386	4000	
CC-14-GAT-CPA-ARCOCK-GROUNDS   1,525		P.A. Spesion			150	1999	
CT-IMACTORANDORG-SECONDS   1,5559   1		P.A. Siren Box			245	1999	
150   150		Pen asonic "Toughbook" laptop		CF-M34T42AAMOEK5E03305	1,636	2003	
2500   2500		2 Mag Lights/charger			150	2002	
2006 Ford 2009  2009 Ford 2009  2009		Olgital camera			520	2002	
1,500   1,50		Radio Console			300	1993	
2006 Ford		Installation-Barbeck			05/		
2006   Food   2000		Mertal Video Cemera			3 300		
CCANGLES   COAST   C		Stoco power autobly			700		
1,000   1,00		Car 22			0.53	7000	
100   100		COUNT			4 500	700%	
242 243 243 243 243 243 243 243 243 243		Checkers D.A.			150	2002	
1,000   1,00		D A Stron Box			245	2002	
1000 1000 1000 1000 1000 1000 1000 100		Spots Dack John			200		
800 800 800 800 800 800 800 800 800 800		Don nightim			1 000		
129   121   129   121		Redio Console			300	2004	
173   173		Shibes			350	2004	
CC-MOST/GO-MONO/S-GC709595 1 618   170		Hand Hald Carreta			129	2004	
CC-MANT/27-AMA/05/6-2020565   16/18   15/29		Dual light strobe			170		
150   150		Panesonic Toughbook leptop		CF-M34T42AAMOASA02695	1,618	2004	
150   170		Coto			389	2004	
100   200		2 Mag Lights & Charger			150	2005	
Ford		Switch Control			110	2004	
Feed   3.500		Computer Stand			300	2002	
Ford   5,300   1		Instellation-Barbeck			750		
Ford   5,300     150		Strabo power supply			300		
Feed   610		Martel Video			3.300	2003	
150 245 245 247 240 240 240 240 240 240 240 240		Car 11	Ford				
245 245 270 270 270 270 270 270 270 270 270 270		Redio			610	1998	
101 101 101 101 101 101 101 101 101 101		P.A. Speker			150	1998	
101 200 200 200 200 200 200 200 200 200		P.A. Sren			245	1998	
200 1,592 200 1,592 200 200 200 200 200 200 200 200 200 2		Switch Control			110	1998	
1 500 1		Strabe Deck lights			200	1998	
1 582 1 582 1 582 1 592 1 592 1 592 1 592 1 692 1 7 7 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8		Streets light visor			160	1998	
153 150 150 150 150 150 150 150 150		Panasonic Toughbook lapton			1 592	2008	
9.50 9.00 9.00 9.00 7.00 1.00 9.00 9.00 9.00 9.00 9.00 9.00 9.00 9.00 1.00		2 Mac Lohistoperoer			150	2005	
200 750 700 700 700 700 700 700 700 700 7		Notable Consolo			350	1998	
750 750 750 750 750 750 750 750 750 750		1 Actor Maint			UUE	2008	
200 150 150 150 150 150 150 150 150 150 1		Installation Rentact			750		
150 400 800 800 800 800 800 800 810 810 810 8		I FO Dock (AME			300	2009	***************************************
400 400 5,000 600 600 610 610 610 610 610 610 610		Treat Association			140	2000	
930   Dakota Pickup   9,000 630 630 610 715 715 716 716 717 718		Catch Datible			400	5002	
2,000 Dakota Pickup  6,00  1,50  1,50  1,10  1,10  1,10		CONTROL OF THE CONTRO			300	5000	
Oakota Plckup   620		Miles David Mide Cartem			3 000	2006	
Dakota Pletup   610   150		Marietae Fior Pader			009	2002	
610 150 245 110 110 110 110	-	Car 23	Dakota Pickup				
150 245 710 110 110		Darlo			610	2002	
245 110 110 110 110 110		ID & Spaker			150	2002	
110		ID & Stean			245	2002	
5.1		Switch Control			110	2002	
		Ernni Ravi Straha			3.	2002	
		Party 1. Jake					
					236		

Control of the Care   Care	Coputment	S. C. C. C. C. C. C. C. C. C. C. C. C. C.	Yorr	Serial	Vatue	Type Purchased	Miscellaneous
1970   1970		Gemini In-Car Video Cemera			3.211	2005	
1970   1970		Ruger Ritle			675	2004	
March   Marc		pre-point mount			210	2004	
2000   Dray		Instellation-Barback			98	2002	
1985   1985			2004 Chevy		8	-	
1,000   1,00					610	2002	
1,000   1,00		T.A. Uponkor			150	2002	
1,000   1,00		Choose Derival			245	2004	
1,000   1,00		Rader			3,965	7005	
Ford   September		Strobe Deck Lights			150	1000	
Feed   2000		Dual Light Strobe			300	2007	
Figure 1		Scott Air Pack			3 400	2003	
Freq		Switch Control			110	2007	
Figed   Part		Z MOG Lights/Charger			150	2004	
Field		Mounting concola			180	2002	
Ford   Ford   SegriCultion   550   2000		Installation-Barback			000	XOOK	
100   100		Car 14	Ford		06/	-	
C-1,0047,c0,AAV   2502   200		Radio		869YC111740	545	2004	
Control   Cont		Console for control heads			240	2002	
1,000   1,00		Ear Light Code 3			520	2003	
1,000   1,00		GT BluaKnight light & siren control			330	2003	MXZTOOD
1,000   1,00		2 Meg Lighticherger			150	2002	
C-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1		Sten Speaker			170	2003	
1,500   2003.   2003		Ebodyguerd Speurity Screen		CF-M34142AAM	370	2003	
4,000 2003  4,000		Penasonic I aughbook Computer		T0753ZAYM	1,565	2003	
Total Contro		Kedar (front and back)			1,500	2003	
March   Marc		Video Porto Cemera			4,092	2003	
Continue		Control Control			110	2003	
17.0   2003   17.0   2003   17.0   2003   17.0   2003   17.0   2003				480-10846	675	2002	Model 0480 40 cel.
Ford Explorer   Ford Explore		C.C. Operation			170	2003	
Ferd Explorer   5000   70000   7000   7000   7000   7000   7000   7000   7000   7000   7000		Carana Vie			300	2003	
Ford Explorer   2003		Ded o Ossesia			320	2003	
Ferd Explorer   Ford Explorer   Ford Explorer   Ford Explorer   Ford Explorer   Ford Explorer   Ford Explorer   Ford Explorer   Ford Explorer   Ford Taurus   Ford Tauru		Installed on Darback			300	2003	
Ford Explorer   100   2005   100   2005		20 Elect all have			750		
Ford Explorer   100   2005		Elea action tenar			200		
Ferd Explorer   1100   2005		Pytra cat _ hithcane			3		
1,600   2,005   2,00		Car 16	Card Contains		100		
1,600   2,005   2,00		Danagonic Offda Lanaa	la Dides a Maria				
300   2005		Soft Office Computer maintre			1,600	2002	
300   2005   2		Load Colorida			300	2002	
1100 2005   1500		Could Street on Bridge Local Could Street on			300	2005	
150   2005   150   2005   150   2005   150   2005		Colle class copies			22	2005	
1500   2005		Calla alaca assessor			150	2005	Model ST240
1,000   2005		Casta Strutt Specific			150	2005	
1,500   2005   2006		INDICACION CARGOO AND AND AND AND AND AND AND AND AND AND			610	2005	
1,000   2005		Decatur (sonesis Front & Real			1,500	2003	
1,000   2,005   2,00		Star Phantom lightbar			849	2005	Model ULB42
3,371  2005	***************************************	2 Star Mini Prientom LeiD lights			200	2005	Model ULB9-1
1.45 1.40 2.00		Genesis Plus Hi 8 2 PC video cemere			3,271	2005	
1000		2 Stroomline flashights			149	2005	
200 200 1,000 1,000 1,000 200 200 200 200 200 200 200		K-9 Platom			1,000	2002	
200 200 1, 500 500 500 600 600 600 600 600		Seperator Cage			200	2005	
675 500 500 500 500 500 500 750 75		Equipment Platform			200	2005	
1,000 1,000 5,00 5,00 1,00		Remington 870 12 ga. Shotgun			675	2007	
95 50 50 50 50 50 50 50 60 60 60 60 60 60 60 60 60 6		1 AED			1,500	2003	
550 500 310 200 200 500 750 750 750 750 750 750		4 equipment boxes			Ş	2002	
50 510 510 510 710 710 720 770 770 770 770 770 770 77		2 Dual head Talon LED Weming Lights			955	2005	
100 100 200 200 750 750 150 150		Front Light Cutoff switch			205	2005	
Ford Tearlus 610		90 Watt Strobe Power Supply, 4 tubes			310	2005	
200 200 750 750		GPS unit			180	2005	
830 Ferd Taurus 750		Assorted K-9 treining olds & leads			200	2005	
750 Ford Tearus 150 750		Redio Consola			300	2005	
Ford Tearns 610 610 150 150 150 150 150 150 150 150 150 1		Installation-Barbeck			750		
150		Car'16	Ford Taurus				
150		Radio			810	2005	
245		P.A. Speaker	•		150	2005	
		P.A. Siron					
					777	3000	

Arthur J. Gallagher Risk Management Services, Inc.

	Radio Consolo		N≡K+ T	Sorial	V≡Iue	Type	Miscellaneous
	LOR Ber Oracles Ct				810	2005	
	Installation-Barback	1			005	2005	
	Cemini yideo camera			VGPD002230	3.211		
Police	Car 24	1	Ford Crown Vie		22		
	Redio				610		
	TA Speaker	-			150		
	Talone lights				242		
	Rurer				675		
	Pro Point mount, Model Gagg1				210		
	Radio Cansale				110		
	installation-Barback				750		
Folice	Car 10	8	Dodge Durango				
	Strandlaht control model #ST240	$\dagger$			300		
	Metorolo CM 300 Redio	t			310		
	Maglight flesh light/charger	_			000		
	Whelen Teton Due led				Sign		
	Welen Simighter LED Bar				S.		
Dollar	MSA SCORA WITHOUT				4 000		
	Doerston mirror removes	5	Chevy Traliblazer				Moved to Mustang?
	In our computer				4,000		
	Lights/sirens box wifemete				000		
	bullet proof vest				200		
	Breath tester				nna		
	Digital camera	L			UUC		
	Ginoculars	L			00.44		
	Spotting scope				, co		
	2 sets handcuffs				8		
	7,100105				1,200		
					1,000		
	Nicht Valor	1			36		
	Plashlicht				3,000		
,	Communication Tower				300		
					00000		
		1992		GTREATCRAIN	38		Division in a second
			novesson	4KREGE2	200		Man placed from
		8	Trapper	72593[]			257 Managar
		ঠ	Gevernment	SCOREGE			SOUTH ACADA
		ક્ર	Smith/Wesson	TEU4540/8906			NAMO
	laser sight						žilio i
	40 cel	S.C.	Ruger	480-10500			Model Dang
	லிய்	S	h/Wesson	TAUBBB3			Model 660
	357	Teurus	us	0689595			Model 605
	12.90	M	chester	827611			Model 97
	350 CB	Mo	ser HSC	128818			
Police			Remington	W774030M			12 gauge
		Ken	ington	W930071M			12,080.99
	4.Back Hos	+					
	1. air Boor lack (humaan lath)	1			62,000	1/1/2003	580 Super Mirkd Ext.
	1. Stille Air Compressor	1			1,500	1/1/1994	
	Arous Hours Trailor, Home made				8,500	1/1/1986	1540 hours
		1995			2,000	1/1/2001	1105 hours
		1			3,500	1/1/1974	185 /430 hours
	2.1 In a locators	1			500	1/1/1998	
	1.3* Diabhan nimo	$\frac{1}{1}$			3,000	1/1/1938	
	1-3" Trash oumb	-			3,000	1/1/2001	
	13" Trosh pump				000 c	1/1/2005	
	I-Concrete saw - welk behind	-			2000	7002/11	
	-Cino puller	l			000	1/1/1985	
Water/Sewer	1-Cub Cadet HDS 2135 13hp riding mower	l			0057	7777988	
	-6000 walt portable generator electing start				000,5	177/1881	
	-Stoweway bower crane (on unit 16) bumber crane	ŀ			000 6	7772002	
	Smater snow blow of an soils 4218				0000	5861777	
	Literature commercial air commercial	1			2,000	77772007	

therit	1-schonstract pin locator	Year	Serial	Value	Type Purchased	Miscellaneous
Water/Sewer	2-Sthi wood octors			2009	1/1/1995	
	1-CLIS Megnes I fack locator 1-Value Exercises and trailer			700	1/1/2002	
	1-power weather (2100)			12,000	1/1/2002	
	1-portable generator (2500)			305	1/1/2003	
	OSO NY TOWN	itron Equipment				
	Hand hold GSR		425001	4,130	3/21/2005	
	Irronix Go Book Max 1X550		ZZGEG4269ZZ1400	87.88	37772005	
	Mobile Collector Dengenole CE An Tourshood		72501545	(pepripul)		
	Psion Worksbout		CF. 50F1FGUDM or 3KYUA07288	4,000	3/21/2005	
Water/Sewer	1-bองกฎ malo		W.D.A.C. 20470	3,000	3/21/2005	426326
	1 boring malo			4,500		
Water/Sewer	1.5/4" and 1" tanning maching			4,000		
	1 Reed pheumatic pipe cutter			2 000		
				0000		
Sewer Maintenance	1-Back Hoo		N7C426987	74,500	12/28/2007	Coso 580SM
Maintenance	A. Calabinit off court off a few sizes is a see			006	171/1995	
Sewer Maintenance	1-Hobort MI 6-weider			3 200	1/1/1999	
Maintenance	2-Di.28 duralite trench shields			3000	1/1/1989	
		Fatech Sower Camera System		8 499	477177005	
	1-sawer carnera		0504148_S			
	1-cable real for sewer comore					
Maintenance	1 July seek to Sewer Comord	3000				
Maintenance	1.1 Important chair not within	2002		4,250		
Freatment Plant	Sato Trector	the Court	***************************************	8,500		
Treatment Plant	7210 Tractor	1 John Doors	LV33105330978	20 000		
reatment Plant	580 Supor L	1-Cada Backhoa	1,100,025,600	200		
restment Plant	580K	1.Case Loader	JABOOT4018	10.00		
reaction Plant	757 Oxfurth	1-John Deere	TC0757B040574	009'6		
Continent Plant	717 O-WIT	1-John Deere	TC7178X03313P	7,800	8/6/06	
restment Plant	WILLIAM CADE	Motrim boom mower	MM215 8855	10,800	10/7/07	
reatment Plant		Cenoration Charles	K930525406			H660\$9
reatment Plant	DAGE,IH4T2	Constitution Colored	44944303	20,000		125KW
Sewer Treatment Plant		Hohn Deare edune	Spantesto	000 07		
	6400 Tractor	1-John Deare	1 DEADOPONAGE	45,000	41674007	40 KW
	Road Grader	1-John Deore	64141703	30,000	C861/H1	
	250	1-Chipper	862018	18 000	1/1/1994	
	VY 3U	1-Loader	JAB0074520	28,000	1/1/1987	
	Subor M	1-Koller	30758	2,000	1/1/1996	
	1.16° drive wike also abasemble	1-Case Eacknoe	JJG0288654	77,000	5/1/2004	
	77500	4 Total Details of Tailor	C11116	7,800	571/2004	
	1.Arrow Board	(+10th Patcher (rail)	8185	53,000	3/2/2005	
		Feldomant on 2003 Sand Cato	A Children Court	2000		
	8' Crysteel Dump Sed #081954		(STEELS LOWEST LONG STEELS	O'A'	11/8/2002	
	8 ga floor with reflective tape					
	LBS07 Holy #2148774					
	Mud flaps and splesh shields					
	Central Hydraulies Fan		Driven 62211			
	Meyer Spreader #41149					
	24* tool box #016778					
	SOOD INCIDENT					
	Descent The birth such of hell					
		Editlement on 2009 Court 2360	Section Contract of the	200		
	9' Crysteol Dump Bed #081954		(Transport Actions)	OZO, 1	8/22/2003	
	8 ga floor with reflective tape					
	UBS07 Hoist #2148774					
	Mud flaps and spiesh shields					
	Central Hydraulics Fen		Driven 62211			
	24 too box 4016778					
	Stobe lights					
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Arthur J Gallagher Risk Management Services, Inc.

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mert 2. Bocurty cuments and the Courty cuments and the Courty cuments (1.7 Page 1992) and Courty Cuments (1.7 Page 1992) and Courty Cuments (1.7 Page 1992) and Courty Cuments (1.7 Page 1992) and Courty Courty (1.7 Page 1992) and Courty Courty (1.7 Page 1992) and C	Limbility (St., 1) Parallel (S			111		
Automated External  Executed Signature of Ex	to 2005 (1970)  10 2005 (1970)			- 1	+	
Automated External  1-Zodice Boar  2-Zodice Boar  1-Zodice Boar  2-Zodice Boar  1-Zodice Boar  1-Zodice Boar  2-Zodice Boar  1-Zodice Boar  2-Zodice Boar  1-Zodice Boar  2-Zodice Boar  2	Por 3008  (Mont (Trailor)  18 motor  18 motor  19 Defibrillators  19 Defibrillators					
1.5.Trelier.4d. Unity (I. 5.2cm/20.0.2.7) India (I. 5.2cm/20.0.2.7) India (I. 5.2cm/20.0.2.7) India (I. 5.2cm/20.0.2.7) India (I. 5.2cm/20.0.2.7) India (I. 5.2cm/20.0.2.7) India (I. 5.2cm/20.0.2.7) Automated External Automated External Automated External Expension (I. 5.2cm/20.0.2.7) India (I. 5.2cm/20.0.2.2) India (I. 5.2cm/20.	Véroit trailer).  100			9,763	Н	
1-Sective Strings, House, 1-Sective Strings, House, 1-Sective Strings, House, 1-Sective Strings, House, 1-Sective Strings, House, 1-Sective Strings, 1-Sective String	SE MOCOC  Thouse CE-29  Tal Defibrillators  Tal Defibrillators  Obcient gizznion			8,500	1/1/1997	
Associated and control of the contro	Thook G-20 Thook G-20 Tal Defibilitiers			Included	1/1/2005	
Automated External Automated External Automated External Expect NRT with of Expect NRT wi	Poot CE-29*	Coco Cato	15577383151155943	28,194	3/11/2005	
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Go-Book Xiči wim of Go-Book Xiči wim of Perfeiric Dispose.A-Board with Perfeiric Dispose.A-Board William of France Hog-Sex(2) Superior Careford Misting peets of 35 th period of 25 th period	Ociario station		802071306	000	00000	
Go-Book Xi21 with of Dispose A Board with Dispose A Board with Photoletic Control of the Control	Oceang atation		802071482	P Brown	8/1/2002	
(Ge-Book XRT with of Ce-Book XRT with of Changes & Board with Pendiant Dispose. A Board With Pendiant Dispose. A Board With	oceang giztion		802071679	1,500	9/1/2002	
Ge-Book XR1 with of Co-Book  GOCKITG STATION		802070304	1,800	9/1/2002		
Go-book XR1 with of Dapos, A. Board with Dayos, A. Board with Paddenic Dayos, A.B. Rapid Response Artist The Paddenic Dayos, A.B. The Paddenic Dayos, A.B. The Paddenic Contour Body, Bagat (30) Mass Statchers (10) Day 306	Occure station.		802071463	1,600	9/1/2002	
Ge-Book XRT with of Consos-A Board with Colinos-A Board with Polinians Dispos-A-B Farbal Reported National Polinians Dispos-A-B Farbal Reports Of National Minister pract of 25 M	Gocking station		802071749	1,500	9/1/2002	
Disposada Board with Disposada Board with Pland Rengal Ren	ACCOUNTY TO THE PROPERTY OF TH		802069684	1,600	9/1/2002	
Dispos_A Board with Padients Dispos_A.B. Board with Response Kirs I Repot Fags Series (2) Supply Response Control Maries peck of 25 from Maries (2) Supply Board (3) Maries (4)		Seneral Dynamics	DZGEG7120ZZ9614	000'9	4/1/2007	
Disposa, Boerd with Disposa, Boerd with Pendiniar Disposa, AB Finald Rorigonso, AB Finald Ror		Wind Teatier Remain Decor Backage	***************************************			
Padlante Dispos.A.B. Padlante Dispos.A.B. Traga Flag Sar(2) S porraon OZ Manifoli Mariane poek of 25 fry Mariane poek of 25 fry Mariane Disputable Disputa	Ith Streps and Auto-Cradie(100)			CON PORC		Fire Department received 2/26/0:
Haplet Areporates (Kist)  Trage Flag Set(2)  Sperson O2 Manifold Mester petek of 25 fix  Sir padded certifore  Body Bags(50) Mest Shattherer(10) Mest Shattherer(10)	-Board System(20)					
1 1790 HISTORY STATE  September 1985 State	(15(2)					
Messer peck of 25 fr 35° padded cerriboer Body Bags(50) Meth Stretchers(10) DAT 3060 100W X 20	15 to 25 to					
38" padded cardboar Body Bags(50) Mesh Sirethers(10) DAT3060 10W X 20	(No Deliant trauma kitata)					
Mesh Stratchers(10) DA 13060 10W X 20	erd splints(50)					
Meeh Stretchers(10) DAT3060 10W X 20						
DA 3060 10W X 20	(0			-		
1000	(CL X 9' Docon shelter(1)					
So extension cords	1(4)					
Set tremp conserved	I GECT WITH PROGEZ)					
Special system of the control of the	08/1/001					
Storile burn sheet 10	(00)					
Multi trauma dressing	ngs(100)					
Disposable splints 18	18"(100)					
Mask with face shield	4d(100)					
Box of 100 gloves M	M(10)					
Down of 100 gloves	(10)					
COX OF TUU GIOVOS	(L(30))					
Non-rebretther mesk	skg(50)					
UCCISORIUM BROWN						-
Bac valve modes (24)	9					
Generator 8250 Peak	981					
Diverseuba bottle with	vth yoke/requister for air fill of shelters/showers/1)					
20 wett megaphone w	with piron/whistle(1)					
Green 12 hour light st	stacks(100)					
Yellow 12 hour light s	: sticks(100)					
Red 12 hour light stic.	100)					
Crange 12 nour light	it sucket 100)					
Adjustable adiat color	(icks/100)					
Adjustable collection	(act 10.0)					
36" splint(100)						
IV normal saline 1006	(docc bag(100)					
Tyvek F suit with hood	od and bootles XL(50)					
IV start Mt, Anglos 14	4-20, Admn sat(100)					
Disiposable blankels(	\$(100)				-	
Arm boards(100)					-	
Devices reduced by a 1/1	id (b0)					
F-Z100WH Zodi 100 F	1 (133) 1 Pro 100 000 RTI I # 5 GPM Hor H20/11					
F-HST Cimat 40 136.	F-HST Cimet 40 136,000 BTU eit besterwith duding, built la desail mei pankrit					
FSI DAT 3030S Show	wer System for 4 embulatory or 2 stretchers(1)					
Spare disposable inne	ner liner(1)					
DAT3030 10 x 10 x 8	c8" H inflateble shelter for command bost user1)					

Arthur J. Gallagher Risk Management Services, Inc.

## City of Paris

And 3 Gold Flower 150. A 150.	containt also an interaction of the second containt also an interaction of the second contained (1)(1)  For Drown water Touching disposable (2)  For State (	PANS FIRE DEPARTMENT EQUEMENTUS	PAMENT LIST	000 (2) 000 (3) 000		
	Trigat presents sector temp (1.1)  P 40 GPM (capability)  are kite(3)  set kite(3)  PE(10)  With binsolindors  with binsolindors  (2.6eC)  recommon (2.0eC)  recommon (2.0eC)  recommon (3.00) oech  recommon (3.00) oech  recommon (3.00) oech  recommon (3.00)  recommon (3.00) oech  recommon (3.00)  recommon (3.00)  recommon (3.00)  recommon (3.00)  recommon (3.00)  recommon (3.00)  recommon (3.00)  recommon (3.00)	PAKIS FIRE DEPARTMENT EUL	PANENT LIST	000 (25 00 (25 00 (		
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Coluco printing of X, 20° phoying will  CARAGE  Is paste of burkon goar (hosel to tax  Is paste of burkon goar (hosel to tax  Is paste of burkon goar (hosel to tax  Is paste of burkon goar (hosel to tax  Is paste of burkon goar (hosel to tax  Is compared of dyer  A compared of dyer  Hose wester and dyer  A compared to an increase on tax  Toole or entirene on tax  I you've of It's  SK E.D. Hit		PARIS FIRE DEPARTMENT EQU	IPMENT LIST	25.2 600 25.2 600 25.2 600 25.2 600 25.2 600 25.2 600 25.2 200 25.2		
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Af Compressor   Affective   Affectiv				88 500 8800 8800 81 800 81 800 82 722 82 722 85 723 86 723		
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Trook in criterion box  Worklook  Find press  Find bress  Trowness	88			\$1,800 \$2720 \$2720 \$6,000 \$1,200 \$480 \$480		
Drill press Hoose Hoose TOWNER TRUCK 68 TOWNER TRUCK 68 TOWNER TRUCK 68 SK.E.D. KIT TOWNER TRUCK 68 SK.E.D. KIT TOWNER TRUCK 68 SK.E.D. KIT TOWNER TRUCK 68 SK.E.D. KIT TOWNER TRUCK 68 SK.E.D. KIT TOWNER TRUCK 68 SK.E.D. KIT SE OF CONTENT OF SECURITY OF SECUR	565			\$17.50 \$6,000 \$1,200 \$480 \$72,000		
Tool box  Tool box  Tool box  Harra (love of life)  Salf Contamed breathing apparent  A dorn boulding for salf contained by  Road of the of life  Salf Contained breathing apparent  A contrained breathing apparent  Road of other of life  Road of the other of life  Road of the other of life  Road of the other of life  Bouldes apparent (goars, ropes, 1, 4, 500 a, 1, 4, 500 a, 1, 4, 500 a, 1, 4, 500 a, 1, 4, 500 a, 1, 4, 500 a, 1, 4, 500 a, 1, 4, 500 a, 1, 4, 500 a, 1, 4, 500 a, 1, 4, 500 a, 1, 4, 500 a, 1, 4, 500 a, 1, 4, 500 a, 1, 4, 500 a, 1	5000			\$5,000 \$1,200 \$480 \$2,000		
100/MEN TRUCK #8   100/MEN TRU	1398			\$6,000 \$1,200 \$480 \$2,000		
Inwert Nacion Feb   Inwert Nacion Feb   Inwert Nacion Feb   Style E.D. Int   Invest Nacion Feb   Style E.D. Int   Invest Nacion Feb   Style Contained breathing appearate 4 error bottlers for self contained breathing appearate 1 Style Eric voin Eric Style S	5050			\$1,200 \$480 \$2,000		
Tool box  Tool box  Tool box  Hartis (love still therefore supposed to the sup	5020			\$1,200 \$480 \$2,000		
Hurst Grow of Iffo  Salf continuous of Itfo  Salf continuous brackfing apparent  4 with builds of salf soft send repetioned in  2 with last Inns \$1 900 acth  Continuous occupation to acth  Continuous occupation to acth  Continuous occupation to acth  Continuous occupation to acth  Continuous occupation to acth  Echn vinit caw  Echn	5000			\$480		
5 sail contained the eithing apparett  4 does build for sail contained to Positive protesting fan Positive protesting fan Residue ogstjament (sours, ropes, to Autres appa saw Echo von saw	500			\$2,000	-	
A core o battle stor set contained program  Paraline program of parties set of	1300					
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Arthur J. Gallagher Risk Management Services, Inc.

# City of Paris

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# Underwriters at Lloyd's London (Brit)

# **Public Officials Liability Form**

MUNI-BISI-PF-002 (12-11)

# **Employment Practices Liability Form**

MUNI-BISI-PF-002 (12-11)

- 1. "Bodily injury" or "property damage" which occurs during the Policy Period and is caused by an occurrence; and
- "Personal and advertising injury" to which this coverage applies, caused by an occurrence committed during the Policy Period.

Coverage B will NOT apply to any loss for which insurance is afforded under Coverage A or which arises out of subjects of insurance or exposures to loss for which Underlying Policies are required to be maintained under SECTION V – CONDITIONS, I. MAINTENANCE OF SCHEDULED UNDERLYING INSURANCE.

- C. Extended Reporting (Applicable to Coverage A Only)
- 1. Extended Reporting Periods

If Scheduled Underlying Policy(ies) provide coverage on a "claims made" basis then, as set forth in SECTION I, paragraph A above, this policy provides coverage on a "claims made" basis and:

- a. We will provide a Basic Extended Reporting Period as described in subparagraph 2 below and, if you purchase it, a Supplemental Extended Reporting Period as described in subparagraph 3 below, IF,
- i.) This insurance is cancelled or not renewed; or
- ii.) We renew or replace this insurance with other insurance that:
- a.) Has a Retroactive Date later than the Retroactive Date shown in the Declarations of this policy; or
- b.) Does NOT apply to injury or damage on a "daims made" basis.
- 2. Basic Extended Reporting Period

A Basic Extended Reporting Period, equal in length to the Basic Extended Reporting Period provided in the applicable Underlying Insurance, is automatically provided as set forth above at no additional charge and provided that:

- a. Claims first made within the Basic Extended Reporting Period; and
- b. Claims first made after the Basic Extended Reporting Period for injury or damage caused by an occurrence and reported to us in writing within the Basic Extended Reporting Period; will be deemed to have been made during the "Policy Period" of this policy.

The Basic Extended Reporting Period provided in the Underlying Policy means that extended reporting period provided at no additional charge.

The Basic Extended Reporting Period does NOT apply to claims that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance otherwise applicable to such claims.

- 3. Supplemental Extended Reporting Period
- a. A Supplemental Extended Reporting Period Is available only by an endorsement and for an additional charge. This period starts at the end of the Basic Extended Reporting Period and will be equal in length to the Supplemental Extended Reporting Period you purchased in the applicable Underlying Insurance. Claims first made during this Supplemental Extended Reporting Period will be deemed to have been made during the "Policy Period" of this policy but will be subject to the separate Aggregate Limits of Liability set forth in subdivision c. below.

The Supplemental Extended Reporting Period provided by the Underlying Policy means that extended reporting period provided at an additional charge.

If the Underlying Policy does not provide a Supplemental Extended Reporting Period then this policy does not offer a Supplemental Extended Reporting Period.

b.) The first Named "Insured" listed in Item 1 of the Declarations must give us a written request for the Endorsement within 60 days after the end of the "Policy Period". Payment in full of the Supplemental Extended Reporting Period premium and any premiums or recoveries owed to us will be made concurrently with such written notice for such

BISI-PFUMB-820-L (12-11)

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Supplemental Extended Reporting Period to become effective.

c.) If said first Named "Insured" complies with subdivision b. above we will issue the Supplemental Extended Reporting Period Endorsement and will provide the separate Aggregate Limits of Liability described below, but only for claims to which this subparagraph 3. applies.

# **SECTION II. LIMITS OF LIABILITY**

- A. Our total Limit of Liability for loss resulting from any one occurrence will NOT exceed the amount specified in the Declarations. This will be true regardless of:
- 1. The number of persons and organizations who are "insured" under this policy;
- 2. The number of coverages provided under this policy;
- 3. The number of "claims made" and "suits" brought against any or all "insureds";
- 4. The number of persons or organizations making claims or bringing "suits".
- B. The Products Completed Operations
  Aggregate as stated in the policy Declarations is the
  most we will pay for all damages to which this policy
  applies under Coverage A and Coverage B because of
  injury and damages Included in the productscompleted operations hazard.
- C. The General Aggregate as stated in the Declarations is the most we will pay for all damages to which this policy applies under Coverage A and Coverage B, except for:
- 1. Damages included in paragraph B above, and;
- 2. Coverage's included in the Scheduled Underlying Policy(ies) to which no underlying aggregate(s) applies.
- D. If the Limit of Liability of the Scheduled Underlying Policy(les) as stated in the Schedule of Underlying Insurance has been exhausted by payments made on behalf of any "Insured" by the

Underlying Insurer, this policy shall apply as the applicable Underlying Insurance subject to all the terms and conditions of such Underlying Insurance and the terms and conditions of this policy. If the Limit of Liability of the Scheduled Underlying Policy(ies) as stated in the Schedule of Underlying Insurance has been reduced by payments made on behalf of any "insured" by the Underlying Insurer, this policy will drop down to become immediately excess of the reduced underlying limit. Such claims or "suits" will be subject to the terms of Coverage A.

- E. The Limits of Insurance of the Scheduled Underlying Policy(ies) will be reduced or exhausted only by payments made on behalf of the "insured" for Injury or damage to which this insurance would apply, but for the amount of such Injury or damage.
- F. In no event will our liability under this policy be greater than the total of the Products Completed Operations Aggregate and the General Aggregate as stated in the Declarations.
- G. The Limits of Insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months starting with the beginning of the Policy Period shown in the Declarations, unless the Policy Period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limit of insurance.

The separate Aggregate Limits of Liability will be equal to the dollar amount shown in the Declarations in effect at the end of the Policy Period for:

- a. General Aggregate Limit;
- b. Products Completed Operations Aggregate.

Paragraphs B and C of SECTION II — LIMITS OF LIABILITY will be amended accordingly. The Each Occurrence Limit shown in the Declarations will then continue to apply as set forth in paragraph A. of SECTION II — LIMITS OF LIABILITY.

We will determine the additional premium for the Supplemental Extended Reporting Period In accordance with our rates.

The Supplemental Extended Reporting Period Endorsement will set forth the terms, not

Umbrella Coverage Form

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# PUBLIC OFFICIALS LIABILITY COVERAGE FORM CLAIMS-MADE COVERAGE

Public Officials Liability coverage applies only if limits are shown in Item 11. of the Declarations.

Within this Coverage Form, the word "insured" means any person or organization qualifying as such under PUBLIC OFFICIALS—WHO IS AN INSURED.

#### SECTION I—COVERAGES

#### INSURING AGREEMENT

We will pay on behalf of the insured all "loss" resulting from "public officials wrongful act(s)" but only with respect to "claims" first made against the insured during the "policy period" or Extended Reporting Period. The "public officials wrongful acts" must occur during the "policy period" and within the "coverage territory." There is no coverage for "public officials wrongful act(s)" which occur during the Extended Reporting Period.

#### 2. DEFENSE AND SUPPLEMENTARY PAYMENTS

We will have the right and duty to defend any "suit" against the insured even if any of the allegations of the "suit" are groundless, false or fraudulent. We may make such investigation of any "claim" or "suit" as we deem expedient. We will not be obligated to pay any "claim" or judgment or to defend any "suit" after the applicable limit of our liability has been exhausted by payment of judgments or settlements.

The Insured, except at its own cost and for its own account, will not, without our written consent, make any payment, admit any liability, settle any "claim," assume any obligation, or incur any expense.

We will have the right, but no duty, to appeal any judgment.

We will pay, in addition to the applicable Limit of Liability:

- All expenses incurred by us, and all interest on the entire amount of any judgment therein, which does not exceed the limit of our liability;
- b. All reasonable expenses incurred by the insured at our request to assist in the investigation or defense of a "claim" or "suit." Expenses, as used here, do not include salaries of your officers or employees, except for

actual loss of earnings, up to \$100 a day, because of time off from work;

- c. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Liability, we will not pay any prejudgment interest based on that period of time after the offer;
- d. Premium on appeal bonds required in any "sult" defended by us and the cost of attachment or similar bonds.

#### SECTION II—EXCLUSIONS

We will not be obligated to make any payment nor to defend any "suit" in connection with any "claim" made against the insured:

- Based upon or attributable to any insured gaining profit, advantage or remuneration to which the insured is not entitled;
- For any damage arising from "bodily injury," sickness, emotional distress, mental anguish, disease or death of any person, or for damage to or destruction of any property, including diminution of value or loss of use thereof;
- 3. "Law Enforcement Activities"

"Bodily injury", "property damage" or "personal and advertising injury":

- Arising out of any aspect of "law enforcement activities" or operations, including but not limited to, the operation, licensure, maintenance of or use of jails, jail premises, adult or juvenile detention or holding facilities;
- Arising out of any act or omission connected in any way, either directly or indirectly, to the supervision, management or oversight of "law enforcement activities", police departments, law enforcement agencies, law enforcement agents or "employees", members of

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- commissions, boards, vendors or their "employees", volunteers, including "volunteer workers", units operating under a mutual aid agreement or under the jurisdiction of the insured; or anyone or any entity performing "law enforcement activities"; or
- Arising from any decisions or actions in connection with funding or failure to fund for "law enforcement activities".
- 4. As a result of a strike, rlot, civil commotion, or mob action;
- 5. Arising out of:
  - a. any "public officials wrongful act" which takes place prior to the "policy period" if the insured had knowledge of circumstances which could reasonably be expected to give rise to a "claim"; or
  - any "loss" for which the insured is entitled to indemnity or payment by reason of having given notice of any circumstances which might give rise to a "claim" under any policy or policies the term of which has expired prior to the inception date of this policy;
  - c. any claim arising out of pending or prior litigation or hearing, as well as future "claims" arising out of any pending or prior litigation or hearing. If this policy is a renewal of a policy issued by the Company, this exclusion shall only apply with respect to "claims" arising out of any pending or prior litigation or hearing, prior to the effective date of the first policy issued and continuously renewed by the Company.
- 6. For "claim(s)," demands, or actions seeking relief or redress in any form other than monetary damages, or for any fees, costs or expenses which the insured may become obligated to pay as a result of any adverse judgment for declaratory relief or injunctive relief; however, we will afford defense to the insured for such actions, "claim(s)," "suit(s)" or demands in which monetary damages are requested if not otherwise excluded;
- 7. For "claim(s)" arising from:
  - a. procurement of goods or services;
  - b. construction contracts;
  - c. architectural or engineering contracts;
  - d. the process of bidding or awarding contracts; or
  - e. Ilability assumed by the insured under any contract or agreement, unless the insured would have been legally liable in the absence of such contract or agreement;

- 8. Based upon or attributable to any failure or omission of the insured to effect or maintain insurance of any kind;
- 9. Employment Related Practices

For "claims", demands or actions seeking relief or redress in any form by:

- A. Any person, or any class of persons, arising out of any:
  - (1) Type of employment-related practices, policies, acts or omissions, including but not limited to, coercion, demotion, evaluation, reassignment, malicious prosecution, discipline, libel, slander, invasion of privacy, defamation, "harassment", humiliation, or "discrimination" involving or directed at any person; including any verbal, physical, mental or emotional abuse resulting from or arising out of such employment-related practices, policies, acts or omissions;
  - Failure or refusal to employ, train, or promote that person;
  - (3) Dismissal, discharge or termination of that person's employment or membership, whether actual or constructive;
  - (4) Retaliatory action against volunteers or "volunteer workers", or "employees", for the exercise, or not exercising, any legally protected right, or for engaging in any legally protected activity, including but not limited to, actions of:
    - (A) Performing or declining to perform an unethical or illegal act;
    - (B) Filing a complaint or bringing "suit" against you or anyone else;
    - (C) Testifying against any insured at a legal proceeding;
    - (D) Notifying a proper authority of any aspect of your operation that is illegal;
  - (5) Violation of any Federal, state or local law (common law or statutory) concerning employment or any employment-related practice, policy or procedure described in (1) above, or if insurance is prohibited by law; or
- B. The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in paragraphs (1), (2), (3), (4) or (5) above is directed:

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- C. Any person or any class of person arising out of any "discrimination" or "harassment" directly or indirectly related to:
  - The past employment, employment or prospective employment by any insured;
  - (2) Any fines, penalties, specific performance, or in-Junctions levied or imposed by a governmental entity, governmental code, law or statute because of "discrimination" or "harassment".

This Employment Related Practices exclusion applies:

- Whether the Injury-causing event described in Paragraphs a. (1), (2), (3), (4) or (5) above occurs before employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.
- 10. For any damages arising out of the providing of, or failure to provide, professional services to anyone other than the Named insured by any member of the medical profession, or by any lawyer, architect, engineer or accountant;
- 11. By the Named Insured or on its behalf.
- 12. Aircraft, Auto or Watercraft

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

This exclusion applies even if the "loss" or "claim" against any insured allege negligence in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury", "property damage" or "personal injury" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

- 13. Any "loss" or "claim(s)" arising during the policy period for damages resulting directly or indirectly from your failure to remedy dangerous circumstances or conditions known to you prior to the policy period.
- For libel, slander, defamation, invasion of privacy, wrongful eviction, assault, battery, malicious prosecution or abuse of process;

#### SECTION III—PUBLIC OFFICIALS—WHO IS AN INSURED

Each of the following is an Insured:

- 1. You;
- All persons who were, now are, or will be your lawfully elected, appointed or employed officials;
- 3. Members of commissions, boards or other units operated by you and under your jurisdiction and within apportionment of the total operating budget indicated in the application form, provided that the insurance afforded will not extend to any of the following boards, commissions or units: airports, transit authorities, hospitals, municipally owned gas companies, housing authorities or port authorities;
- All your employees and all persons who perform service on a volunteer basis for you and under your direction and control;
- Any persons providing services to you under any mutual aid or similar agreement; and
- The estates, heirs, legal representative or assigns of deceased persons who were insureds at the time of a "public officials wrongful act(s)" but only to the extent that they would otherwise be provided coverage under this Coverage Form.

However none of the following are insureds under this Coverage Form:

- Any Insured, including you, with respect to the operation of boards, commissions or other units, the members of which are not afforded coverage under 3. above; and
- All persons or entitles who are on retainer, are a consultant or are under contract for services, for any insured.

#### SECTION IV-LIMITS OF LIABILITY

Regardless of the number of insureds under this Coverage Form, persons or organizations who sustain damages payable under this Coverage Form, and/or "suit(s)" brought under this Coverage Form, our liability is limited as follows:

- The Limit of Liability stated on the Declarations as applicable to each "public officials wrongful act" is the limit of our liability for all "loss" arising out of one "public officials wrongful act" covered by this Coverage Form.
- The Limit of Liability stated on the Declarations as applicable to the Annual Aggregate is subject to the above provision respecting each "public officials wrongful act" and is

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the maximum limit of our liability for each "policy period." In no event will our total Limit of Liability be increased for any Extended Reporting Period.

- 3. Subject to the Limits of Liability stated above, we will only be liable to pay for damages in excess of the "deductible" shown on the Declarations for each and every "public officials wrongful act." In the event we expend funds either for damages or "loss adjustment expense" on behalf of the insured, we will be reimbursed for such expenditures up to the amount of the "deductible" shown on the Declarations. Upon written demand by us, the amount of such "deductible" will be payable to us within thirty (30) days.
- 4. "Claims" based on or arising out of the same act or interrelated acts of one or more insured(s) will be considered to be based on a single "public officials wrongful act" and only one each "public officials wrongful act" Limit of Liability and only one "deductible" will be applicable to such single "public officials wrongful act."

#### SECTION V—CONDITIONS

#### 1. Settlement.

We will not settle any "suit" without the insured's consent. If, however, the insured refuses to consent to any settlement, and shall elect to contest the "claim" or continue any legal proceedings in connection with such "claim," our liability for the "claim" shall not exceed the amount for which the "claim" could have been so settled, plus "loss adjustment expense" incurred up to the date of such refusal.

#### 2. Insured's Duties in The Event Of A "Claim" Or "Suit,"

- a. In the event of a "claim," written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, will be given by or for the insured to us or any of our authorized agents as soon as practicable;
- If a "claim" is made or a "suit" is brought against the insured, the insured will as soon as practicable forward to us every demand, notice, summons or other process received by them or their representative;
- c. The insured will cooperate with us and, at our request, consent to being examined and questioned by a representative of ours, under oath if necessary, attend hearings, depositions and trials and will assist in effecting settlement, securing and giving evidence,

obtaining the attendance of witnesses and in the conduct of "suit(s)," as well as in the giving of written statement or statements to our representatives and defense. In the event of a "claim" occurring likely to involve us hereunder, the insured will not make any payment, assume any liability or incur any expense without our consent first being obtained. We will have full discretion in the handling of any "claim," and the insured will give full information and assistance as we may reasonably require.

#### 3. Awareness Provision.

- a. If, during the "policy period" or the Extended Reporting Period, the Insured receives oral notice from any party that it is the intention of such party to hold the insured responsible for any "public officials wrongful act(s)," the insured will give written notice to us of the receipt of such oral notice, during the "policy period" or Extended Reporting Period. Any "claim(s)" made against the insured arising out of such "public officials wrongful act(s)" will, for the purpose of this Coverage Form, be treated as a "claim" made during the "policy period" in which such notice was given, or, if given during the Extended Reporting Period, as a "claim" made during the last "policy period";
- For the purpose of the above clause, notice to the designee named on the Declarations will constitute notice to the insured;
- c. In the event of any "claim" occurring hereunder, notice to us will be given to the person or firm(s) shown on the Declarations. Notice will be deemed to be received if sent by prepaid mail, properly addressed.

#### SECTION VI—DEFINITIONS

Whenever used in this Coverage Form, the following words have these meanings:

- "Claim" means a written notice from any party that it is their intention to hold an insured responsible for "loss" resulting from a "public officials wrongful act" covered by this Coverage Form.
- "Deductible" means the amount shown in on the Declarations that the insured must contribute to "loss" and "loss adjustment expense."
- "Loss" means any monetary amount which the insured is legally obligated to pay as a result of "public officials wrongful act" covered by this Coverage Form and will in-

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clude, but not be limited to, judgments and settlements, but "loss" will not include fines imposed by law, or matters which may be deemed uninsurable under the law pursuant to which this Coverage Form will be construed.

- 4. "Loss adjustment expense" means all expenditures including, but not limited to, costs of investigations, experts, adjustment services, legal services and court costs incurred by us as a result of coverage afforded by this Coverage Form. "Loss Adjustment Expense" will not include salaries of our employees.
- 5. "Public officials wrongful act" means:

Any actual or alleged:

- error or omission, neglect or breach of duty by the insured:
- violation of civil rights protected under 42 USC 1981 et sequential; or
- c. violation of any state civil rights law;

which arises out of the discharge of duties for you, individually or collectively.

- 6. "Suit" means a civil proceeding in which monetary damages are alleged because of a "public officials wrongful act" to which this Coverage Form applies. "Suit" includes:
  - an arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
  - any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

# SECTION VII—EXTENDED REPORTING PERIOD—BASIC AND OPTIONAL SUPPLEMENTAL

- An Extended Reporting Period, described below, will be provided if this Coverage Form is canceled or nonrenewed by us, except for nonpayment of premium, or if we renew or replace coverage with insurance that:
  - a. has a retroactive date; or
  - provides coverage on other than a Claims-Made basis.
- A Basic Extended Reporting Period is automatically provided without additional charge. This period begins at the end of the "policy period" and lasts for sixty (60) days. The

- Basic Extended Reporting Period does not apply to "claim(s)" covered under any subsequent policy.
- Coverage for an optional Supplemental Extended Reporting Period must be added by endorsement and an additional premium charge must be paid. Such period starts sixty (60) days after the end of the "policy period."
- 4. You will have a one-time option to elect the period of time for which the Supplemental Extended Reporting Period will apply, which in no event will exceed thirty-six (36) months. The available one-time options and the additional premium charge for each option are listed below:
  - a. Twelve (12) month option—70% of the Annualized Coverage Form Premium;
  - Twenty-four (24) month option—120% of the Annualized Coverage Form Premium;
  - c. Thirty-six (36) month option—150% of the Annualized Coverage Form Premium.

Once in effect, the Supplemental Extended Reporting Period may not be canceled and the applicable premium is fully earned.

- 5. This right to purchase the Supplemental Extended Reporting Period will terminate unless written notice is given to us no later than sixty (60) days after the effective date of cancellation or nonrenewal of this Coverage Form. Payment in full of the Supplemental Extended Reporting Period premium and any outstanding premiums or recoveries owed to us will be made concurrently with such written notice for such Supplemental Extended Reporting Period to become effective.
- 6. The Extended Reporting Period does not extend the "policy period" or change the scope of coverage provided. Subject to this Coverage Form's terms, Limits of Liability, exclusions and conditions, this Coverage Form is extended to apply to "claim(s)" first made against the insured during the Basic Extended Reporting Period, or, if purchased, the Supplemental Extended Reporting Period, but only to "claim(s)" due to "public officials wrongful act(s)" committed prior to the end of the "policy period."
- 7. The Extended Reporting Period does not reinstate or Increase this Coverage Form's Limits of Liability. "Claim(s)" which are first received and recorded during the Basic Extended Reporting Period or the Supplemental Extended Reporting Period, if it is in effect, will be deemed to have been made on the last day of the "policy period."

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# EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM CLAIMS-MADE COVERAGE

Employment Practices Liability coverage applies only if limits are shown in Item 13. of the Declarations.

Within this Coverage Form, the word "insured" means any person or organization qualifying as such under EM-PLOYMENT PRACTICES LIABILITY—WHO IS AN INSURED.

## **SECTION I—COVERAGES**

## 1. INSURING AGREEMENT

We will pay on behalf of the insured all "loss" resulting from "employment practices wrongful act(s)" but only with respect to "claims" first made against the insured during the "policy period" or Extended Reporting Period. The "employment practices wrongful act(s)" must occur during the "policy period" and within the "coverage territory." There is no coverage for "employment practices wrongful act(s)" which occur during the Extended Reporting Period.

## 2. DEFENSE AND SUPPLEMENTARY PAYMENTS

We will have the right and duty to defend any "suit" against the insured even if any of the allegations of the "suit" are groundless, false or fraudulent. We may make such investigation of any "claim" or "suit" as we deem expedient. We will not be obligated to pay any "claim" or judgment or to defend any "suit" after the applicable limit of our liability has been exhausted by payment of judgments or settlements.

The insured, except at its own cost and for its own account, will not, without our written consent, make any payment, admit any liability, settle any "claim," assume any obligation, or incur any expense.

We will have the right, but no duty, to appeal any judgment.

We will pay, in addition to the applicable Limit of Liability:

- All expenses incurred by us, and all interest on the entire amount of any judgment therein, which does not exceed the limit of our liability;
- b. All reasonable expenses incurred by the insured at our request to assist in the investigation or defense of a "claim" or "suit." Expenses, as used here, do not include salaries of your officers or employees, except for

actual loss of earnings, up to \$100 a day, because of time off from work;

- c. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Liability, we will not pay any prejudgment interest based on that period of time after the offer;
- d. Premium on appeal bonds required in any "suit" defended by us and the cost of attachment or similar bonds.

#### SECTION II—EXCLUSIONS

We will not be obligated to make any payment nor to defend any "sult" in connection with any "claim" made against the insured:

- Based upon or attributable to any insured gaining profit, advantage or remuneration to which the insured is not entitled;
- For any damage arising from "bodily injury," sickness, disease or death of any person, or for damage to or destruction of any property, including diminution of value or loss of use thereof; however, for the purpose of this exclusion, "bodily injury" does not include emotional distress or mental anguish;
- 3. For assault and battery; except for reasonable force used to protect persons or property.
- Alleging any violation of civil rights other than employment related civil rights;
- 5. Arising out of:
  - a. any "employment practices wrongful act(s)" which takes place prior to the "policy period" if the insured had knowledge of circumstances which could reasonably be expected to give rise to a "claim"; or

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- any "loss" for which the insured is entitled to indemnity or payment by reason of having given notice of any circumstances which might give rise to a "claim" under any policy or policies the term of which has expired prior to the inception date of this policy;
- c. any claim arising out of pending or prior litigation or hearing, as well as future "claims" arising out of any pending or prior litigation or hearing. If this policy is a renewal of a policy issued by the Company, this exclusion shall only apply with respect to "claims" arising out of any pending or prior litigation or hearing, prior to the effective date of the first policy issued and continuously renewed by the Company.
- 6. Based upon or arising out of:
  - any activity for which the insured is acting in a fiduciary capacity; or
  - b. any activity concerning an "employee benefit plan", welfare plan or retirement plan, or self insurance fund, including any obligation under the Employee Retirement income Security Act, or COBRA, and any subsequent amendments thereto or any similar local, state or federal law or regulation.
  - any liability assumed by the insured under any contract or agreement, unless the insured would have been legally liable in the absence of such contract or agreement;
- 7. For "claim(s)," demands, or actions seeking relief or redress in any form other than monetary damages, or for any fees, costs or expenses which the insured may become obligated to pay as a result of any adverse judgment for declaratory relief or injunctive relief; however:
  - We will afford defense to the insured for such actions, "claim(s)," "sult(s)" or demands in which monetary damages are requested if not otherwise excluded; and
  - b. We will indemnify the insured for reasonable costs and fees incurred in the defense of "suit(s)" seeking relief or redress in any form other than monetary damages by reason of an "employment practices wrongful act" which is otherwise covered by this policy, in accordance with the following additional provisions:
    - (1) The insured must report each circumstance which could reasonably be expected to give rise to a "suit" to us during the "policy period" or within the Basic Extended Reporting Period;

- (2) We will have no duty to investigate or defend any such "suit(s)," but we will have the right, at our option and expense, to investigate or take over the defense of any such "suit(s)";
- (3) We will only be liable to pay for reasonable costs and fees in excess of the "deductible" amount shown in Item 14. of the Declarations. We will have no obligation to pay any salary expense of the insured;
- (4) The limit of our liability for all such cost and fees will not exceed \$10,000 for each "suit" arising out of an "employment practices wrongful act," not to exceed \$50,000 for each "policy period";
- (5) "Claim(s)" based on or arising out of the same act or interrelated acts of one or more insured(s) will be considered to be based on a single "employment practices wrongful act"; and
- (6) The Limit of Liability applicable to this provision is in addition to the Limits of Liability otherwise stated in the coverage form;
- 8. By the Named Insured or on its behalf;
- For back wages, overtime or similar "claim(s)," even if designated as liquidated damages, under any federal, state or local statutes, rules, ordinances or regulations, if such "claim(s)" arise out of a "employment practices wrongful act" committed prior to the effective date of this policy; or for "claim(s)" arising from collective bargaining agreements;
- 10. Aircraft, Auto or Watercraft

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

This exclusion applies even if the "loss" or "claim" against any insured allege negligence in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury", "property damage" or "personal injury" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

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# SECTION III—EMPLOYMENT PRACTICES LIABILITY—WHO IS AN INSURED

Each of the following is an Insured:

- 1. You:
- All persons who were, now are, or will be your lawfully elected, appointed or employed officials;
- 3. Members of commissions, boards or other units operated by and under your jurisdiction and within apportionment of the total operating budget indicated in the application form, provided that the insurance afforded will not extend to any of the following boards, commissions or units: airports, transit authorities, hospitals, municipally owned gas companies, housing authorities or port authorities;
- All employees and all persons who perform service on a volunteer basis for you and under your direction and control; and
- 5. The estates, heirs, legal representative or assigns of deceased persons who were insureds at the time of an "employment practices wrongful act(s)" but only to the extent that they would otherwise be provided coverage under this Coverage Form.

However none of the following are insured(s) under this Coverage Form:

- Any insured, including you, with respect to the operation of boards, commissions or other units, the members of which are not afforded coverage under 3. above; and
- All persons or entities who are on retainer, are a consultant or are under contract for services, for any insured.

#### SECTION IV-LIMITS OF LIABILITY

Regardless of the number of insured(s) under this Coverage Form, persons or organizations who sustain damages payable under this Coverage Form, and/or "suit(s)" brought under this Coverage Form, our liability is limited as follows:

The Limit of Liability stated on the Declarations as applicable to each "employment practices wrongful act" is the limit of our liability for all "loss" arising out of one "employment practices wrongful act" covered by this Coverage Form.

- The Limit of Liability stated on the Declarations as applicable to the Annual Aggregate is subject to the above provision respecting each "employment practices wrongful act" and is the maximum limit of our liability for each "policy period." In no event will our total Limit of Liability be increased for any Extended Reporting Period.
- 3. Subject to the Limits of Liability stated above, we will only be liable to pay for damages in excess of the "deductible" shown on the Declarations for each and every "employment practices wrongful act." In the event we expend funds either for damages or "loss adjustment expense" on behalf of the insured, we will be reimbursed for such expenditures up to the amount of the "deductible" shown on the Declarations. Upon written demand by us, the amount of such "deductible" will be payable to us within thirty (30) days.
- 4. "Claims" based on or arising out of the same act or interrelated acts of one or more insured(s) will be considered to be based on a single "employment practices wrongful act" and only one each "employment practices wrongful act" Limit of Liability and only one "deductible" will be applicable to such single "employment practices wrongful act."
- 5. Subject to the Limits of Liability stated above, we will only be liable to pay \$10,000 for damages in excess of \$5,000 for back wages, overtime, or similar "claims" arising out of each "employment practices wrongful act," even if designated as liquidated damages under any federal, state or local statutes, rules, ordinances or regulations. This limit is part of, and not in addition to, the limits shown in item 13. of the Declarations. Any payments made hereunder will be included in the Annual Aggregate limit of liability stated on the Declarations.
- 6. Workplace Violence Counseling

We will reimburse you up to \$5,000 in any one "policy period" for expenses you incur for the counseling of "employees" of the Named Insured when that counseling is necessary due to an incident of "Workplace Violence." The "deductible" does not apply to this coverage.

"Workplace Violence" as applicable to this extension means the intentional use of, or threat to use, deadly force by any person with the intent to cause harm; and that results in "bodily injury" or death of a person while on that Named insured's described premises.

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#### SECTION V—CONDITIONS

#### 1. Settlement.

We will not settle any "suit" without the insured's consent. If, however, the insured refuses to consent to any settlement, and shall elect to contest the "claim" or continue any legal proceedings in connection with such "claim," our liability for the "claim" shall not exceed the amount for which the "claim" could have been so settled, plus "loss adjustment expense" incurred up to the date of such refusal.

# Insured's Duties In The Event Of A "Claim" Or "Suit,"

- a. In the event of a "claim," written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, will be given by or for the insured to us or any of our authorized agents as soon as practicable;
- If a "claim" is made or a "suit" is brought against the insured, the insured will as soon as practicable forward to us every demand, notice, summons or other process received by them or their representative;
- c. The Insured will cooperate with us and, at our request, consent to being examined and questioned by a representative of ours, under oath if necessary, attend hearings, depositions and trials and will assist in effecting settlement, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of "suit(s)," as well as in the giving of written statement or statements to our representatives and defense. In the event of a "claim" occurring likely to involve us hereunder, the insured will not make any payment, assume any liability or incur any expense without our consent first being obtained. We will have full discretion in the handling of any "claim," and the insured will give full information and assistance as we may reasonably require.

## 3. Awareness Provision.

a. If, during the "policy period" or the Extended Reporting Period, the insured receives oral notice from any party that it is the intention of such party to hold the insured responsible for any "public officials wrongful act(s)," the Insured will give written notice to us of the receipt of such oral notice, during the "policy period" or Extended Reporting Period. Any "claim(s)" made against the insured arising out of such "public officials

- wrongful act(s)" will, for the purpose of this Coverage Form, be treated as a "claim" made during the "policy period" in which such notice was given, or, if given during the Extended Reporting Period, as a "claim" made during the last "policy period";
- For the purpose of the above clause, notice to the designee named on the Declarations will constitute notice to the insured;
- c. In the event of any "claim" occurring hereunder, notice to us will be given to the person or firm(s) shown under Item 16. of the Declarations. Notice will be deemed to be received if sent by prepaid mail, properly addressed.

#### SECTION VI—DEFINITIONS

Whenever used in this Coverage Form, the following words have these meanings:

#### 1. "Claim" means:

- a. A written notice from any party that it is their intention to hold the insured responsible for "loss" resulting from an "employment practices wrongful act" covered by this Coverage Form; and
- b. Any notice that requires you to attend an administrative hearing conducted by the EEOC or by any state agency with a similar purpose.
- "Deductible" means the amount shown on the Declarations that the insured must contribute to "loss" and "loss adjustment expense."
- 3. "Employee benefit plans" means a formal program or programs of "employee" benefits maintained in connection with your operations, such as but not limited to Group Life insurance, Group Accident or Health Insurance, Pension Plans, Savings Plans, Employee Stock Plans, Paid Time Off or Vacation Plans, provided that no one other than an "employee" may subscribe to such insurance or plans. This term also includes workers' compensation and unemployment insurance, social security benefits, workers' compensation and disability benefits or other statutorily required plans.
- 4. "Employment practices wrongful act(s)" means:

Any actual or alleged:

a. Refusal to employ;

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- b. Termination of employment; or
- False arrest, false imprisonment, libel, slander, defamation, harassment, humiliation, discrimination, invasion of privacy, wrongful eviction, malicious prosecution, abuse of process, or any other act, omission or policy;

based upon or attributable to anyone's employment or application for employment by you;

- 5. "Loss" means any monetary amount which the Insured(s) is legally obligated to pay as a result of "employment practices wrongful act(s)" covered by this Coverage Form and will include, but not be limited to, Judgments and settlements, but "loss" will not include fines imposed by law, or matters which may be deemed uninsurable under the law pursuant to which this Coverage Form will be construed.
- 6. "Loss adjustment expense" means all expenditures including, but not limited to, costs of investigations, experts, adjustment services, legal services and court costs incurred by us as a result of coverage afforded by this Coverage Form. "Loss adjustment expense" will not include salaries of our employees.
- "Suit" means a civil proceeding in which monetary damages are alleged because of an "employment practices wrongful act", to which this Coverage Form applies, "Suit" includes:
  - an arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
  - any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

# SECTION VII—EXTENDED REPORTING PERIOD—BASIC AND OPTIONAL SUPPLEMENTAL

- 1. An Extended Reporting Period, described below, will be provided if this Coverage Form is canceled or non-renewed by us, except for nonpayment of premium, or if we renew or replace coverage with insurance that:
  - a. has a retroactive date; or
  - b. provides coverage on other than a Claims-Made basis.
- A Basic Extended Reporting Period is automatically provided without additional charge. This period begins at the end of the "policy period" and lasts for sixty (60) days. The

- Basic Extended Reporting Period does not apply to "claim(s)," covered under any subsequent policy.
- Coverage for an optional Supplemental Extended Reporting Period must be added by endorsement and an additional premium charge must be paid. Such period starts slxty (60) days after the end of the "policy period."
- 4. You will have a one-time option to elect the period of time for which the Supplemental Extended Reporting Period will apply, which in no event will exceed thirty-six (36) months. The available one-time options and the additional premium charge for each option are listed below:
  - Twelve (12) month option—70% of the Annualized Coverage Form Premium;
  - Twenty-four (24) month option—120% of the Annual-Ized Coverage Form Premium;
  - Thirty-six (36) month option—150% of the Annualized Coverage Form Premium.

Once in effect, the Supplemental Extended Reporting Period may not be canceled and the applicable premium is fully earned.

- 5. This right to purchase the Supplemental Extended Reporting Period will terminate unless written notice is given to us no later than sixty (60) days after the effective date of cancellation or nonrenewal of this Coverage Form. Payment in full of the Supplemental Extended Reporting Period premium and any outstanding premiums or recoveries owed to us will be made concurrently with such written notice for such Supplemental Extended Reporting Period to become effective.
- 6. The Extended Reporting Period does not extend the "policy period" or change the scope of coverage provided. Subject to this Coverage Form's terms, Limits of Liability, exclusions and conditions, this Coverage Form is extended to apply to "claim(s)" first made against the insured during the Basic Extended Reporting Period, or, If purchased, the Supplemental Extended Reporting Period, but only to "claim(s)," due to "employment practices wrongful act(s)" committed prior to the end of the "policy period."
- 7. The Extended Reporting Period does not reinstate or increase this Coverage Form's Limits of Liability. "Claim(s)," which are first received and recorded during the Basic Extended Reporting Period" or the Supplemental Extended Reporting Period, if It is in effect, will be deemed to have been made on the last day of the "policy period."

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# **Travelers**

**Public Officials Liability Form** 

**Employment Practices Liability Form** 

# PUBLIC ENTITY EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE FORM

THIS INSURANCE PROVIDES CLAIMS-MADE COVERAGE. DEFENSE EXPENSES ARE PAYABLE WITHIN, AND ARE NOT IN ADDITION TO, THE LIMITS OF INSURANCE. PAYMENT OF DEFENSE EXPENSES WILL REDUCE THE LIMITS OF INSURANCE. PLEASE READ THE ENTIRE FORM CAREFULLY.

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Common Policy Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II - Who Is An Insured.

The words "policy period" mean the Policy Period shown in the Declarations of this Coverage Part.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section VII - Definitions.

# SECTION I - PUBLIC ENTITY EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE

#### 1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "employment loss" to which this insurance applies. We will have the right and duty to defend the insured against any claim or "sult" seeking those damages. However, we will have no duty to defend the insured against any claim or "suit" seeking damages because of "employment loss" to which this insurance does not apply.

We will also have the right and duty to defend the insured against any "sult" that is a "governmental administrative proceeding" seeking injunctive relief for "employment loss" to which this insurance applies. However, we will have no duty to defend the insured against any "sult" that is a "governmental administrative proceeding" seeking injunctive relief for "employment loss" to which this insurance does not apply. For the purposes of our right and duty to defend the insured under this paragraph, a "sult" that is

a "governmental administrative proceeding" seeking injunctive relief for "employment loss" will be deemed to be a "suit" by a person or organization that seeks damages because of such "employment loss".

When we defend a claim or "suit" against an insured, we will pay reasonable "defense expenses". Payment of such "defense expenses" will reduce the available limits of insurance. We may, at our discretion, investigate any "wrongful employment practice offense" or claim and settle any claim or "suit". But:

- (1) The amount we will pay for damages or "defense expenses" is limited as described in Section III Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or "defense expenses".

We will have no other obligation or liability to pay sums or perform acts or services unless explicitly provided for under Supplementary Payments.

Damages include the attorneys' fees of the person or organization making a claim or bringing a "suit" if such fees are awarded, or paid in a settlement, for "employment loss" to which this insurance applies.

- b. This insurance applies to "employment loss" only if:
  - The "employment loss" is caused by a "wrongful employment practice offense" committed in the "coverage territory";
  - (2) The "wrongful employment practice offense" was not committed before the Retroactive Date shown in the Declarations of this Coverage Part or after the end of the policy period; and
  - (3) A claim or "suit" by a person or organization that seeks damages because of the "employment

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loss" is first made or brought against any insured, in accordance with Paragraph c. below, during the policy period or any Extended Reporting Period we provide under Section VI - Extended Reporting Periods.

- c. A claim or "suit" by a person or organization that seeks damages will be deemed to have been first made or brought against any insured at the earlier of the following times:
  - (1) When we or any "described authorized person" first receives written notice of such claim or "suit", whichever is first; or
  - (2) When we first receive written notice from any insured of a specific "wrongful employment practice offense" that caused the "employment loss" which resulted in such claim or "suit",

All claims or "suits" that seek damages because of "employment loss" caused by the same "wrongful employment practice offense" or "related wrongful employment practice offenses" will be deemed to have been first made or brought against any insured at the time the first of those claims or "suits" is first made or brought against any insured.

- d. A claim or "sult" by a person or organization that seeks damages will be deemed to have been first made or brought at the time we receive written notice from any insured of a specific "wrongful employment practice offense" only if that notice contains all of the following information:
  - How, when and where the "wrongful employment practice offense" was committed;
  - (2) The names and addresses of any persons or organizations sustaining "employment loss", and the names and addresses of any witnesses;
  - (3) The nature and location of any "employment loss" caused by the "wrongful employment practice offense"; and
  - (4) The names and addresses of each insured that committed the "wrongful employment practice offense".

Notice to us that:

(1) All or part of one or more of any insured's acts or omissions

- may in the future be discovered to be a "wrongful employment practice offense"; or
- (2) Any insured may in the future receive written notice of a "wrongful employment practice offense", claim or "suit";

is not notice of a specific "wrongful employment practice offense".

- e. If no Retroactive Date is shown in the Declarations of this Coverage Part, the Retroactive Date will be deemed to be the first day of the policy period.
- f. Each "wrongful employment practice offense" in a series of "related wrongful employment practice offenses" will be deemed to have been committed on the date the first "wrongful employment practice offense" in that series is committed.

#### 2. Exclusions

This insurance does not apply to:

a. Boards, Commissions, Or Governmental Units Or Departments

"Employment loss" arising out of any activities or operations of the following boards, commissions, or governmental units or departments:

- (1) Airports;
- (2) Electric or gas utilities;
- Health care facilities, including clinics, hospitals, nursing homes, rehabilitation facilities or blood banks;
- (4) Housing authorities;
- (5) Port authorities;
- (6) Schools or school districts; or
- (7) Transit authorities.
- b. Bodily Injury Or Property Damage

"Bodily injury" or "property damage".

#### c. Breach Of Contract

"Employment loss" arising out of the breach of any written contract or agreement.

#### d. Contractual Liability

"Employment loss" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to "employment loss" for which the insured would have liability for dam-

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ages without the contract or agreement.

 e. Criminal, Dishonest, Fraudulent, Or Mallclous Wrongful Employment Practice Offenses Or Knowing Violations Of Rights Or Laws

"Employment loss" arising out of any criminal, dishonest, fraudulent, or malicious "wrongful employment practice offense", or any knowing violation of rights or laws, committed:

- (1) By the insured; or
- (2) With the consent or knowledge of the insured,

This exclusion does not apply to our duty to defend that insured until it has been determined or admitted in a legal proceeding that such "wrongful employment practice offense" or knowing violation was committed:

- (1) By that insured; or
- (2) With the consent or knowledge of that insured.

## f. Employment Termination Or Relocation Due To Operational Decisions

"Employment loss" arising out of any termination of employment, "independent contractor" status or "volunteer worker" status, or any job relocation or reassignment, that is necessary because you have:

- Filed for bankruptcy protection, or been placed in receivership or liquidation;
- (2) Merged with, acquired, or been acquired by another entity; or
- (3) Transferred any part of your operations to another entity.

# g. Fines Or Penalties

Any fine or penalty imposed by law or regulation, or that any insured has agreed to pay for any reason.

This exclusion does not apply to punitive or exemplary damages.

#### h. Injunctive Relief

Any loss, cost or expense arising out of complying with any injunctive or other non-monetary relief or any agreement to provide such relief.

This exclusion does not apply to our duty to defend the insured against a "suit" that is a "governmental administrative proceeding".

# i. Known Wrongful Employment Practice Offenses

"Employment loss" arising out of any "wrongful employment practice offense", including any part of "related wrongful employment practice offenses", that any "described authorized person" knew about before the first date we or any of our affiliated insurance companies have continuously provided this or similar coverage to you.

A "described authorized person" will be deemed to know about a "wrongful employment practice offense" at the earliest time when such "described authorized person":

- Reports all, or any part, of the "wrongful employment practice offense" to us or any provider of other insurance;
- (2) Receives a written or verbal demand or claim for damages because of the "wrongful employment practice offense"; or
- (3) Becomes aware by any other means that all, or any part, of the "wrongful employment practice offense" has been committed,

## . Multiplied Damages

The portion of any multiplied damage award that exceeds the amount multiplied.

#### k. Other Employment Laws

"Employment loss" arising out of any violation of any of the duties or responsibilities required of you as an employer by the following laws, amendments to those laws, rules or regulations:

- (1) Fair Labor Standards Act, except the Equal Pay Act;
- (2) National Labor Relations Act;
- (3) Worker Adjustment and Retraining Notification Act;
- (4) Consolidated Omnibus Budget Reconcillation Act of 1985;
- (5) Occupational Safety and Health Act; or
- (6) Employee Retirement Income Security Act of 1974.

This exclusion does not apply to "employment loss" that arises out of "retallatory action" against any of your "employees" for the "employee's" exercising of rights afforded by such laws.

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#### f. Strikes Or Lockouts

"Employment loss" to any of your "employees":

- (1) On strike or locked out; or
- (2) Temporarily or permanently replaced;

due to any labor dispute, including breach of a collective bargaining agreement.

This exclusion does not apply to "employment loss" that arises out of "retallatory action" taken in response to any of your "employees" for participating in any strike or lockout.

m. Workers' Compensation And Similar Laws

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

#### SUPPLEMENTARY PAYMENTS

We will pay, with respect to any claim we are investigating, any claim or "suit" we settle or any claim or "suit" against an insured we are defending:

- All expenses, other than "defense expenses", we incur.
- The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We will not be the principal under these bonds, and we do not have to furnish these bonds.
- All reasonable expenses incurred at our request by the insured who is an individual to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings of up to \$500 a day by that individual because of time off from work.
- 4. All costs taxed against the insured in the "sult" for that part of the judgment we pay, except attorneys' fees of the person or organization bringing the "sult".
- 5. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- 6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable limit of insurance. If we do

not pay part of the judgment for any reason other than it is more than the applicable limit of insurance, we will not pay any interest that accrues on that portion of the judgment.

7. The cost of any required appeal bond for any judgment that we appeal, but only for bond amounts for that part of the judgment that is for damages to which this insurance applies and which are within the applicable limit of insurance. We will pay, or reimburse the insured for, the cost of a higher appeal bond amount if we are required to do so under the law that applies. We will not be the principal under any appeal bond, and we do not have to furnish any appeal bond.

These payments will not reduce the limits of insurance.

Our duty to make such payments ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or "defense expenses".

#### SECTION II - WHO IS AN INSURED

- If you are designated in the Common Policy Declarations as a public entity, you are an insured. "Your boards" are also insureds. Your lawfully elected or appointed officials, "executive officers" or directors are also insureds, but only with respect to their duties as your elected or appointed officials, "executive officers" or directors.
- Each of the following is also an insured:
  - a. Your "volunteer workers", but only while performing duties related to the conduct of your business, and your "employees", but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.
  - b. Members of "your boards", but only for the conduct of their duties for you or for "your boards", "Employees" of "your boards" are also insureds, but only for work done within the scope of their employment by "your boards", or their performance of duties related to the conduct of the operations of "your boards".
  - c. Any legal representative of an insured that has died, or become mentally incompetent, insolvent or bankrupt, but only with respect to duties as such. That representative will have all the rights and duties of

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such insured under this Coverage Part.

3. Any of your lawfully elected or appointed officials, "executive officers", directors or "employees", or any members of "your boards", appointed at your request to serve with an outside tax exempt entity will be deemed to be acting within the scope of their duties for you.

## SECTION III - LIMITS OF INSURANCE

- The Limits of insurance shown in the Declarations of this Coverage Part and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".

The limits of insurance will not be reduced by the payment of the applicable deductible amount.

 The Aggregate Limit is the most we will pay for the sum of all damages and "defense expenses" for the combined total of all claims or "suits" for "employment loss".

If no amount is shown for the Aggregate Limit in the Declarations of this Coverage Part, the Aggregate Limit will be the higher of the Each Wrongful Employment Practice Offense Limit or \$100,000.

3. Subject to Paragraph 2, above, the Each Wrongful Employment Practice Offense Limit is the most we will pay for the sum of all damages and "defense expenses" for all claims or "sults" for "employment loss" caused by the same "wrongful employment practice offense" or "related wrongful employment practice offenses".

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

# SECTION IV - DEDUCTIBLE

 The Each Wrongful Employment Practice Offense Deductible shown in the Declarations of this Coverage Part and the rules below fix the amount of damages and "defense expenses" incurred by, or on behalf of, you or any insured that you will be responsible for paying, regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- Persons or organizations making claims or bringing "suits".

The Each Wrongful Employment Practice Offense Deductible does not apply to payments we make under Supplementary Payments.

- The Each Wrongful Employment Practice Offense Deductible applies to all damages and "defense expenses" for all claims or "sults" for "employment loss" caused by the same "wrongful employment practice offense" or "related wrongful employment practice offenses".
- The applicable limits of insurance will not be reduced by the amount of any damages or "defense expenses" within the deductible amount.
- The terms of this policy, including those with respect to:
  - Our right and duty with respect to the defense of claims or "suits";
  - b, Your duties in the event of a "wrongful employment practice offense", claim or "suit";

apply Irrespective of the application of the deductible amount.

- 5. If we settle a claim or "suit" for damages, or pay a judgment for damages awarded in a "suit", that are subject to a deductible, we may pay any part or all of the deductible amount. You will promptly reimburse us for such part of the deductible amount as we have paid.
- 6. If we pay "defense expenses" that are subject to a deductible, you will promptly reimburse us for such part of the deductible amount as we have paid.
- 7. If you do not reimburse us for a deductible amount that applies to damages or "defense expenses", and we are awarded the deductible amount we sought, or any part of that amount, in any legal proceeding against you, you agree to pay us the amount of the award and the following:
  - a. "Our deductible recovery expenses";
     and
  - b. Interest, from the date of our notice of payment to you, on the deductible amount awarded to us.

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## SECTION V - PUBLIC ENTITY EMPLOYMENT-RELATED PRACTICES LIABILITY CONDITIONS

#### 1. Bankruptcy

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

- 2. Duties In The Event Of A Wrongful Employment Practice Offense, Claim Or Suit
  - a. You must see to it that we are notifled as soon as practicable of a "wrongful employment practice offense" which may result in a claim. To the extent possible, notice should include:
    - (1) How, when and where the "wrongful employment practice offense" was committed:
    - (2) The names and addresses of any persons or organizations sustaining "employment loss", and the names and addresses of any witnesses:
    - (3) The nature and location of any "employment loss" caused by the "wrongful employment practice offense"; and
    - (4) The names and addresses of each insured that committed the "wrongful employment practice offense".
  - b, if a claim or "suit" is made or brought against any insured, you must:
    - Immediately record the specifics of the claim or "suit" and the date received; and
    - (2) Notify us as soon as practicable. You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
  - c. You and any other involved insured must:
    - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "sult":
    - (2) Authorize us to obtain records and other information;
    - (3) Cooperate with us in the investigation or settlement of the claim or defense against the claim or "suit"; and
    - (4) Assist us, upon our request, in the enforcement of any right

against any person or organization which may be liable to the insured because of "employment loss" to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.
- e. The following provision applies to Paragraph a, above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1, or 2, of Section II - Who is An insured:

Notice to us of such "wrongful employment practice offense" must be given as soon as practicable only after the "wrongful employment practice offense" is known by you or any "described authorized person".

## 3. Legal Action Against Us

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

- To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured, but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. As used in this provision, an agreed settlement means a settlement and release of liability signed by us, by the insured and by the claimant or the claimant's legal representative.

#### 4. Other Insurance

If valid and collectible other insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as described in Paragraphs a. and b. below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

- (i) Another Insurance company;
- (ii) Us or any of our affiliated insurance companies;
- (III) Any risk retention group;

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- (iv) Any self-insurance method or program, including any failure to buy insurance, or decision to not buy insurance, for any reason, in which case the insured will be deemed to be the provider of other insurance; or
- (v) Any similar risk transfer or risk management method.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

#### a. Primary Insurance

This insurance is primary except when Paragraph b. below applies. If any other insurance is also primary, we will share with all that other insurance by the method described in Paragraph c. below.

#### b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to "your boards", members of "your boards" or "employees" of "your boards".

When this insurance is excess, we will have no duty to defend the insured against any claim or "sult" If any provider of other insurance has a duty to defend the insured against that claim or "sult". If no provider of other insurance defends, we will undertake to do so, but we will be entitled to the insured's rights against all those providers of other insurance.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all such other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision.

## c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this

approach each provider of insurance contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, the share of each provider of insurance is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all providers of insurance.

## 5. Premium Computation

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

## 6. Representations

By accepting this policy, you agree:

- a. The statements and representations made in your application for employment practices liability insurance, and in all materials submitted in connection with it, are accurate and complete;
- The statements in the Declarations are accurate and complete;
- c. Those statements are based upon representations you made to us; and
- t. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional arror in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

#### 7. Separation Of Insureds

Except with respect to the limits of insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured shown in the Common Policy Declarations, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

#### 8. Transfer Of Control Of Defense

Before the available limit of insurance is used up, you may take over control of the defense, including the appeal, of

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any outstanding claim or "suit" previously reported to us if:

- a. We and you agree; or
- b. A court orders you to do so.

If the available limit of insurance is used up, we will notify you as soon as practicable of all outstanding claims or "suits", so you can arrange to take over control of their defense.

We agree to take whatever steps are necessary during a transfer of control of defense of an outstanding claim or "suit" to continue that defense and avoid a default judgment during such transfer. When we take such steps, you agree that we do not waive or give up any of our rights. You also agree to repay the reasonable expenses we incur for such steps taken after the available limit of insurance is used up.

# 9. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover from others all or part of any payment we have made under this Coverage Part in connection with a claim or "suit", those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring suit or initiate an alternative dispute resolution proceeding to enforce those rights, or will transfer those rights to us and help us enforce them.

We will apply any amounts recovered in enforcing those rights of recovery in the following order:

- a. First, we will reimburse any person or organization (including us or the insured) any amount that person or organization has paid in excess of the limits of insurance.
- b. Then, if there is any amount remaining, we will retain an amount equal to the amount we have paid under this Coverage Part in connection with the claim or "suit".
- c. Finally, if there is any amount remaining, we will pay that amount to the insured, including any amounts within any applicable deductible or self-insured retention,

If any amounts are recovered in enforcing those rights of recovery, reasonable expenses incurred in enforcing such rights will be shared among all persons or organizations receiving amounts recovered. Each such person's or organization's share of those expenses is based on the ratio of its amount recovered to the total amounts recovered by

all such persons or organizations in enforcing such rights.

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of "employment loss" caused by a "wrongful employment practice offense" committed subsequent to the execution of the contract or agreement,

## 10. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Common Policy Declarations written notice of the nonrenewal not less than 30 days before the end of the policy period.

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

# 11. Endorsements Applicable To Employment-Related Practices Liability Coverage Part

Any endorsement to this policy that states that it modifies insurance provided under the Employment-Related Practices Liability Coverage Part will be deemed to modify the insurance provided under this Coverage Part.

#### SECTION VI - EXTENDED REPORTING PERIODS

- We will provide one or more Extended Reporting Periods, as described below, if this Coverage Part is canceled or not renewed, or replaced or renewed by us with insurance that applies on other than a claims-made basis.
- Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to claims or "suits" for "employment loss" caused by a "wrongful employment practice offense" committed before the end of the policy period and after the Retroactive Date.

Once in effect, Extended Reporting Periods may not be canceled,

 A Basic Extended Reporting Period Is automatically provided without additional charge. This period starts with the end of the policy period and lasts for 90 days.

The Basic Extended Reporting Period does not apply to claims or "suits" that are covered under any future insurance you purchase, or that would be covered under such insurance but for the exhaustion of its applicable limit of insurance.

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- The Basic Extended Reporting Period does not reinstate or increase the limits of insurance.
- A Supplemental Extended Reporting Period of 12 months is available, but only by an endorsement and for an extra charge. This supplemental period replaces the Basic Extended Reporting Period.

The Supplemental Extended Reporting Period will not go into effect unless we receive all of the following within 90 days after the end of the policy period and you have fulfilled all other duties, and complied with all other conditions and requirements, under this policy:

- A Written request from you to purchase the Supplemental Extended Reporting Period Endorsement;
- Full payment of the earned premium for this policy;
- Payment of the additional premium for the Supplemental Extended Reporting Period Endorsement; and
- d. Repayment of any deductible you owe us under this policy.

We will determine the additional premium for that endorsement in accordance with our rules and rates. The additional premium will not exceed 75% of the annual premium for this Coverage Part.

This endorsement will set forth the terms, not inconsistent with this Section VI - Extended Reporting Periods, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for claims or "suits" first made or brought against any insured during such period is excess over any valid and collectible other insurance available under insurance in force after the Supplemental Extended Reporting Period starts.

 The Supplemental Extended Reporting Period does not reinstate or increase the limits of insurance.

#### SECTION VII - DEFINITIONS

- 1. "Bodily injury" means:
  - Physical harm, including sickness or disease, sustained by a person; or
  - Mental anguish, injury or lilness, or emotional distress, resulting at any time from such physical harm, sickness or disease.
- 2. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- All other countries or jurisdictions in the world except the "prohibited area"; or
- c. International waters or airspace, unless the "employment loss" is caused by a "wrongful employment practice offense" committed in the course of travel or transportation to, from or within the "prohibited area";

provided that the insured's responsibility to pay damages is determined in a "suit" on the merits brought in the territory described in Paragraph & above or in a settlement we agree to.

- 3. "Defense expenses":
  - a. Means any of the following fees, costs or expenses which can be directly allocated to a particular claim or "suit";
    - Fees of attorneys, or other authorized representatives where permitted, for legal services, whether by outside or staff representatives; or
    - (2) Court, alternative dispute resolution and other specific items of expense, whether incurred by an outside vendor or by one of our employees, including:
      - (a) Expert testimony:
      - (b) Autopsy;
      - (c) Witnesses and summonses;
      - (d) Copies of documents such as birth and death certificates and medical treatment records;
      - (e) Arbitration fees:
      - (f) Fees or costs for surveillance or other professional investigations which are conducted as part of handling of a claim or "suit"; and
      - (g) Fees or costs for loss prevention and engineering personnel for services which are conducted as part of handling of a claim or "suit".
  - b. Does not include:
    - (1) Our expenses, including salaries, overhead and traveling expenses of our employees, except for those fees, costs or expenses described in Paragraphs a.(1) and

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- a.(2) above incurred while handling a claim or "suit"; or
- (2) Fees pald to independent claims professionals or attorneys (hired to perform the function of claim investigation normally performed by claim adjusters), for developing and investigating a claim so that a determination can be made of the cause or extent of, or responsibility for, the "employment loss", including evaluation and settlement of covered claims.
- 4. "Described authorized person" means:
  - a. Any of your elected or appointed officials, "executive officers" or directors;
  - b. Any member of "your boards"; or
  - c. Your risk manager, or any leader of your legal, finance, risk management or other department that is responsible for insurance matters.
- "Discrimination" means any violation of a person's rights with respect to:
  - That person's race, color, national origin, religion, gender, marital status, age, sexual orientation, or physical or mental disability;
  - Any other class or characteristic afforded rights under any federal, state, or local law, rule, or regulation.
- "Employee" includes a "leased worker". "Employee" does not include a prisoner employed by any insured.
- 7. "Employment loss" means:
  - Employment-related harm to any of your current, former or prospective "employees";
  - b. Harm to any of your current, former or prospective "volunteer workers" in connection with their "volunteer worker" status; or
  - c. Harm to any of your current or former "independent contractors" in connection with their "independent contractor" status.
- 8. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
- "Governmental administrative proceeding" means any administrative proceeding or hearing conducted by a governmental agency having the proper legal authority to conduct such proceeding or hearing.

- 10. "Harassment" means any unwelcome sexual advance, request for any sexual favor, or other verbal, visual or physical conduct of a sexual or non-sexual nature, when such conduct:
  - a. Is connected to a decision affecting a person's job performance for you or a person's performance of duties related to the conduct of your business;
  - b. Interferes with a person's job performance for you or a person's performance of duties related to the conduct of your business; or
  - c. Creates an intimidating, hostile, or offensive working environment affecting a person's job performance for you or a person's performance of duties related to the conduct of your business.
- 11. "Independent contractor" means any person who is not the insured's "employee" or "volunteer worker", but who performs duties related to the conduct of the insured's business because of a contract or agreement between the insured and that person for specified services.
- 12. "Joint powers authority" means any organization formed by two or more public entities that have agreed in a contract or agreement to jointly exercise any power common to them.
- 13. "Leased worker" means a person hired from a labor leasing firm under an agreement between the hirer and that firm to perform duties related to the conduct of the hirer's business.
- 14. "Our deductible recovery expenses" means all fees, costs and expenses incurred by us and our attorneys to recover a deductible amount in a legal proceeding brought by us against you. But if the deductible amount awarded to us is less than the full amount of the deductible payment we sought, "our deductible recovery expenses" will be a proportional amount based on the ratio of the deductible amount awarded to the full amount of the deductible payment we sought.
- 15. "Pollutants" means any solid, liquid, gaseous or thermal irritant or conteminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 16. "Prohibited area" means any country or jurisdiction while any trade sanction, embargo or similar regulation imposed by the United States of America applies

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to and prohibits the transaction of business with or within such country or jurisdiction.

- 17, "Property damage" means:
  - a. Physical damage to tangible property of others, including all resulting loss of use of that property; or
  - Loss of use of tangible property of others that is not physically damaged.

For the purposes of this insurance, data, including information, facts or programs in any electronic or other format, is not tangible property.

- 18. "Related wrongful employment practice offenses" means two or more "wrongful employment practice offenses" that have as a common connection, tie or link any fact, circumstance, situation, event, transaction, cause, or series of related facts, circumstances, situations, events, transactions or causes.
- "Retaliatory action" includes any action directed at any person that is in response to that person's;
  - a. Exercising any legally afforded right;
  - Supporting in any way another person's exercise of any legally afforded right;
  - c. Participating in any strike or lockout;
  - d. Making any claim or "suit" against you or any other insured;
  - Testifying against you or any other insured in any legal proceeding;
  - f. Declining to perform any illegal or unethical act; or
  - g. Threatened or actual reporting of any illegal operations or activities actually or allegedly conducted within your business.
- 20. "Suit" means:
  - A civil proceeding that seeks damages, including:
    - An arbitration proceeding that seeks damages and to which the insured must submit or submits with our consent; and
    - (2) Any other alternative dispute resolution proceeding that seeks damages and to which the insured submits with our consent; and

- Any "governmental administrative proceeding",
- 21. "Volunteer worker" means a person, other than a prisoner, who:
  - a. Is not acting within the scope of his or her employment as an "employee";
  - b. Donates his or her work; and
  - is not paid a fee, salary or other compensation for that work.
- 22. "Wrongful employment practice offense" means any of the following offenses committed by or on behalf of an insured in the conduct of your business:
  - a. "Discrimination" against any of your current, former or prospective "employees" or "volunteer workers";
  - b. Wrongful termination of any of your current, former or prospective "employees" or "volunteer workers";
  - c. "Harassment" of any of your current, former or prospective "employees" or "volunteer workers", or current or former "Independent contractors";
  - d. "Retaliatory action" against any or your current, former or prospective "employees" or "volunteer workers";
  - Wrongful, excessive, or unfair discipline of any of your current, former or prospective "employees" or "volunteer workers";
  - f. Wrongful hiring, supervision, or demotion of, or failure to promote, any of your current, former or prospective "employees" or "volunteer workers"; or
  - g. Misrepresentation to, or defamation, libel, slander, disparagement or invasion of privacy of, any of your current, former or prospective "employees" or "volunteer workers".
- 23. "Your boards":
  - a. Means any board, commission, or other governmental unit or department that:
    - (1) Is under your jurisdiction; and
    - (2) Is funded and operated as part of your total operating budget,
  - b. Does not include any "Joint powers authority".

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