



**Ironshore Insurance Services LLC.**  
 A subsidiary of Ironshore Holdings (U.S.) Inc.  
 600 Wilshire Blvd.  
 Suite 1600  
 Los Angeles, CA 90017

Stephen Romero  
 Willis Reno  
 1755 East Plumb Ln  
 Reno, NV 89502  
 Phone: (775) 323-1656  
 Email: [Stephen.Romero@WillisTowersWatson.com](mailto:Stephen.Romero@WillisTowersWatson.com)

**RE: SPILLS BROAD QUOTATION**

Named Insured & Mailing Address: **The Members of Nevada Public Agency Insurance Pool  
 201 South Roop Street, Suite 102  
 Carson City, NV 89701**

Dear Stephen: May 13, 2016

We appreciate the opportunity to present the following quotation for the above captioned named insured. Below is a summary of premiums, commission, terms and conditions of the quotation. Please note that this quotation is valid for 30 days, or by the Expiration Date of the current policy (if applicable), whichever is sooner.

**PROPOSED POLICY PERIOD:** July 01, 2016 **To:** July 01, 2017  
**RENEWAL OF:** New  
**POLICY FORM:** IE.COV.SPILLS.BRD.001 (1111) Broad Coverage Form  
**INSURER:** **Ironshore Specialty Insurance Company**  
 A non-admitted carrier with an A.M. Best rating of A (Excellent) Class XIV

**LIMITS, DEDUCTIBLE, TERM & PREMIUM**

Option	Coverage	Deductible Each Incident	Each Incident Limit	Coverage Aggregate Limit	Policy Aggregate Limit	Term (Years)	Policy Premium (Excluding TRIA)
1	A, B, C	\$250,000	\$2,000,000	\$10,000,000	\$10,000,000	1	\$283,930.00

Option	Coverage	Deductible (Days)	Business Interruption (Days) Limit	Business Interruption (\$) Limit
1	D	3	365	\$2,000,000

**COVERAGE DESCRIPTIONS:**

Coverage A: Third Party Claims for Bodily Injury, Property Damage or Remediation Expenses  
 Coverage B: First Party Remediation Expenses  
 Coverage C: Emergency Response Expenses  
 Coverage D: Business Interruption

**COMMISSION:** **0%**



**RE: Nevada Public Agency Insurance Pool**  
**TO: Willis Reno**  
**Quotation for:**  
**Ironshore Environmental® - SPILLS Broad -**  
**Primary**  
**May 12, 2016**

**MINIMUM EARNED** 100%  
**PREMIUM:**  
**INTENDED USE:** Public Agencies

**THE FOLLOWING ENDORSEMENTS WILL BE ATTACHED TO THE POLICY:**

1. IE.PN.ALL.002 (0316) Notice of Claim
  2. IE.END.ALL.002 (0409) Terrorism Exclusion
  3. IE.END.ALL.003 (0409) TRIA Purchased
  4. IE.END.SPILLS.ALL.003 (1111) Definition of Pollutants\_Biological Agents – **TRIA must be purchased for coverage to apply**
  5. IE.END.SPILLS.ALL.022 (1111) Nuclear and Radiological Exclusion Deletion Agents – **TRIA must be purchased for coverage to apply**
  - \*6. IE.END.SPILLS.BRD.042 (1111) New Conditions Only
  - \*7. MANUSCRIPT: Exclusion Amendatory Endorsement
  - \*8. MANUSCRIPT: Asbestos and Lead-Based Paint Exclusion Amendatory
  - \*9. MANUSCRIPT: Capital Improvement Exclusion
  - \*10. MANUSCRIPT: Voluntary Site Investigation Exclusion
  - \*11. MANUSCRIPT: Disinfection Event Expenses
  - \*12. MANUSCRIPT: Image Restoration Expense
  - \*13. MANUSCRIPT: Contingent Business Interruption
  - \*14. MANUSCRIPT: Specified Conditions Exclusion
- \*MANUSCRIPTS subject to legal approval

The Premium amount(s) stated above does not include any applicable surplus lines tax and fees. Surplus lines taxes, fees and filings are the sole responsibility of the broker.

The premium amount(s) stated above does not include the premium for Terrorism Risk Insurance coverage. Please see the attached Policyholder Disclosure Statement regarding Terrorism Risk Insurance coverage and the premium for such coverage. In the event that you chose to purchase Terrorism Risk Insurance coverage, the total premium due shall be the premium stated above plus the Terrorism Risk Insurance premium stated on the Policyholder Disclosure Statement.

**THIS QUOTATION IS SUBJECT TO THESE CONDITIONS:**

1. Signed Terrorism Policyholder Disclosure.
2. Your current license number and Surplus License number for state written, prior to binding
3. Written request to bind prior to policy effective date.

Important: In order to complete the underwriting process, we require that you send us the additional information requested above. We are not required to bind coverage prior to our receipt, review and underwriting approval of the above information. However, if we do bind coverage prior to such approval, it shall be for a period of not more than 10 days. Such binding of coverage shall be void ab initio ("from the beginning") if we have not received, reviewed and approved in writing such materials within 10 days from the effective date of the binder. Payment of premium shall not operate to extend the binding period or nullify the automatic voiding as described above. Further, the Company reserves the right to amend or restrict coverage in the event any such information is provided post-binding and such information is material to the risk covered hereunder.

This quotation is an overview of coverages, terms and conditions offered. All coverages are subject to the terms and conditions as defined in the policy form. It is your responsibility to review them carefully. This quotation and the terms and conditions of the policy may differ from the specifications requested in the submission and/or the application for coverage hereunder.



**RE: Nevada Public Agency Insurance Pool**  
**TO: Willis Reno**  
**Quotation for:**  
**Ironshore Environmental® - SPILLS Broad -**  
**Primary**  
**May 12, 2016**

Thank you for your consideration of this quotation from Ironshore Environmental®. If you have any questions or concerns, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Jose Barajas", written in a cursive style.

Jose Barajas  
Production Specialist  
Ironshore Insurance Services LLC.  
Office: +1 (213) 416-2309  
Cell: +1 (213) 448-4554  
Email: [jose.barajas@ironshore.com](mailto:jose.barajas@ironshore.com)

**SURPLUS LINES NOTICE:**

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This insurance contract is issued pursuant to the Nevada insurance laws by an insurer neither licensed by nor under the supervision of the Division of Insurance of the Department of Business and Industry of the State of Nevada. If the insurer is found insolvent, a claim under this contract is not covered by the Nevada Insurance Guaranty Association Act.

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**RE: Nevada Public Agency Insurance Pool**  
**TO: Willis Reno**  
**Quotation for:**  
**Ironshore Environmental® - SPILLS Broad -**  
**Primary**  
**May 12, 2016**

**SURPLUS LINES LICENSE INFORMATION**

Date: \_\_\_\_\_

NAME OF INSURED: Nevada Public Agency Insurance Pool  
POLICY TERM: \_\_\_\_\_  
POLICY NUMBER: \_\_\_\_\_

**This policy is written on a surplus lines basis. In order to comply with state regulations, we need to gather information regarding the surplus lines producer remitting taxes for the above captioned policy.**

**This is the information of the Producer that remitted the taxes for this account.**

Firm Name: \_\_\_\_\_

Firm Address: \_\_\_\_\_

Firm City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

License # \_\_\_\_\_ State Paid: \_\_\_\_\_

Name of Licensed Person: \_\_\_\_\_

NJ Surplus Lines Transaction # (if applicable): \_\_\_\_\_

Please indicate if the taxes have been paid: YES  Date Paid: \_\_\_\_\_

NO



**RE: Nevada Public Agency Insurance Pool**  
**TO: Willis Reno**  
**Quotation for:**  
**Ironshore Environmental® - SPILLS Broad -**  
**Primary**  
**May 12, 2016**

**POLICYHOLDER DISCLOSURE STATEMENT UNDER THE TERRORISM RISK INSURANCE ACT OF 2002 AS AMENDED BY THE TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT OF 2007 AND AS FURTHER AMENDED BY THE TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT OF 2015**

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended by the Terrorism Risk Insurance Program Reauthorization act of 2007 and as further amended by the Terrorism Risk Insurance Program Reauthorization Act of 2015, you have a right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in section 102(1) of the Terrorism Risk Insurance Act of 2002, as amended by the Terrorism Risk Insurance Program Reauthorization Act of 2015. The term “act of terrorism” means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES A SPECIFIC PERCENTAGE OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A SPECIFIC CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS’ LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS THE CAP. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED THE CAP, YOUR COVERAGE MAY BE REDUCED.

**Acceptance or Rejection of Terrorism Insurance Coverage**

	I hereby elect to purchase terrorism coverage for a prospective premium of <u>4% of premium.</u>
	I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

\_\_\_\_\_  
 Policyholder/Applicant’s Signature

\_\_\_\_\_  
 Print Name

\_\_\_\_\_  
 Broker’s Signature (on behalf of the insured):

\_\_\_\_\_  
 Print Name

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Ironshore Specialty Insurance Company

\_\_\_\_\_  
 Insurance Company

\_\_\_\_\_  
 T/B/D

\_\_\_\_\_  
 Policy Number

If you have any questions about this notice, please contact your agent or broker.



**IRONSHORE SPECIALTY INSURANCE COMPANY**

Mailing Address:  
75 Federal Street  
5th Floor  
Boston, MA 02110  
Toll Free: (877) IRON411

**Endorsement # 1**

**Policy Number:** T/B/D

**Effective Date of Endorsement:** July 01, 2016

**Insured Name:** Nevada Public Agency Insurance Pool

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CLAIM AND NOTICE REPORTING**

Subject to the claims and notice reporting provisions within the policy, claim and notice reports may be given in writing via:

**POSTAL SERVICE to:**

Ironshore Environmental Claims CSO  
28 Liberty Street, 5th Floor  
New York, NY 10005

**E-MAIL to:**

[Ironenviroclaims@ironshore.com](mailto:Ironenviroclaims@ironshore.com)

or

[USClaims@ironshore.com](mailto:USClaims@ironshore.com)

**FAX to:**

646-826-6601

By phone via:

**24 Hour Claims Phone Number:**

(888) 292-0249

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

\_\_\_\_\_  
Authorized Representative

May 13, 2016

Date



## IRONSHORE SPECIALTY INSURANCE COMPANY

Mailing Address:  
75 Federal Street  
5th Floor  
Boston, MA 02110  
Toll Free: (877) IRON411

### Endorsement # 2

**Policy Number:** T/B/D

**Effective Date of Endorsement:** July 01, 2016

**Insured Name:** Nevada Public Agency Insurance Pool

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## TERRORISM EXCLUSION

This endorsement modifies insurance provided under the following:

SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT (SPILLS)  
CONTRACTORS ENVIRONMENTAL LEGAL LIABILITY (CELL)  
ENVIRONMENTAL PROTECTIVE INSURANCE COVERAGE PACKAGE (EPIC PAC)  
ENVIRONMENTAL EXCESS LIABILITY

It is hereby agreed that the policy is amended as follows

1. The following Exclusion is added:

This insurance does not apply to:

TERRORISM

**Any injury or damage** arising, directly or indirectly, out of **terrorism**

2. For the purposes of this endorsement, the following definitions are added:

**Any injury or damage** means any injury or damage covered under the policy and includes but is not limited to **bodily injury, property damage, environmental damage, remediation expense, emergency response expense, personal and advertising injury**, negligent acts, errors or omissions or **professional incident** as may be defined in the policy.

**Terrorism** means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion. Terrorism includes an act certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



\_\_\_\_\_  
Authorized Representative

May 13, 2016  
Date

Specimen





## IRONSHORE SPECIALTY INSURANCE COMPANY

Mailing Address:  
75 Federal Street  
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Boston, MA 02110  
Toll Free: (877) IRON411

### Endorsement # 3

**Policy Number:** T/B/D

**Effective Date of Endorsement:** July 01, 2016

**Insured Name:** Nevada Public Agency Insurance Pool

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CAP ON CERTIFIED ACTS OF TERRORISM AND EXCLUSION OF OTHER ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT (SPILLS)  
CONTRACTORS ENVIRONMENTAL LEGAL LIABILITY (CELL)  
ENVIRONMENTAL PROTECTION INSURANCE COVERAGE PACKAGE (EPIC PAC)  
ENVIRONMENTAL EXCESS LIABILITY

It is hereby agreed that the policy is amended as follows:

1. The following Exclusion is added

This insurance does not apply to:

#### **Other Act of Terrorism**

**Any injury or damage** arising, directly or indirectly, out of an **other act of terrorism**.

2. **Disclosure Of Premium**

You are hereby notified in accordance with the federal Terrorism Risk Insurance Act of 2002, as amended in 2007 (the "Act"), that a portion of your premium is attributable to coverage for **certified acts of terrorism**. The portion of your premium attributable to such coverage is shown in the in the policy Declarations.

3. **Disclosure Of Federal Participation In Payment Of Terrorism Losses**

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 85% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Act exceed \$100 billion in a Program Year (January 1 through December 31), the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

#### 4. Cap On Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to **certified acts of terrorism** exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

#### 5. For the purposes of this endorsement, the following definitions are added:

- a. **Any injury or damage** means any injury or damage covered under the policy and includes but is not limited to **bodily injury, property damage, environmental damage, remediation expense, emergency response expense, personal and advertising injury**, negligent acts, errors or omissions or **professional incident** as may be defined in the policy.
- b. **Other act of terrorism** means:
  - (1) A violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion; and
  - (2) The act is not a **certified act of terrorism**.
- c. **Certified act of terrorism** means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a certified act of terrorism include the following:
  - (1) The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act;
  - (2) The act resulted in damage:
    - (a) Within the United States (including its territories and possessions and Puerto Rico); or
    - (b) Outside of the United States in the case of:
      - i. An air carrier (as defined in the Section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or
      - ii. The premises of any United States mission; and
  - (3) The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



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Authorized Representative

May 13, 2016  
Date

Specimen



**IRONSHORE SPECIALTY INSURANCE COMPANY**

Mailing Address:  
75 Federal Street  
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Boston, MA 02110  
Toll Free: (877) IRON411

**Endorsement # 4**

**Policy Number:** T/B/D

**Effective Date of Endorsement:** July 01, 2016

**Insured Name:** Nevada Public Agency Insurance Pool

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DEFINITION OF POLLUTANTS AMENDMENT TO INCLUDE BIOLOGICAL AGENTS**

This endorsement modifies insurance provided under the following:

SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT (SPILLS) - ALL

It is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

Solely with respect to any **Loss** arising directly or indirectly as a result of certified "acts of terrorism" as defined by Section 102(1) of the Terrorism Risk Insurance Act of 2002, as amended by the Terrorism Risk Insurance Program Reauthorization Act of 2007 (collectively, "TRIA"), or any uncertified acts of terrorism:

1. The following is added to the definition of **Pollutants** set forth in Section **IX. DEFINITIONS**:

**Pollutants** shall also include **Bioterrorism Agents**.

2. Section **IX. DEFINITIONS** is amended by the addition of the following:

**Bioterrorism Agents** means viruses, bacteria or other agents, as defined by the U.S. Center for Disease Control, whether or not such viruses, bacteria or other agents are living, provided such matter was deliberately released, discharged or dispersed intentionally by a third party.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

\_\_\_\_\_  
Authorized Representative

May 13, 2016  
Date



**IRONSHORE SPECIALTY INSURANCE COMPANY**

Mailing Address:  
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Boston, MA 02110  
Toll Free: (877) IRON411

**Endorsement # 5**

**Policy Number:** T/B/D

**Effective Date of Endorsement:** July 01, 2016

**Insured Name:** Nevada Public Agency Insurance Pool

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NUCLEAR AND RADIOLOGICAL EXCLUSION DELETION**

This endorsement modifies insurance provided under the following:

SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT (SPILLS) - ALL

It is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

The exclusion entitled **NUCLEAR AND RADIOLOGICAL MATERIAL – INTENTIONAL OR UNLAWFUL RELEASE** set forth in Section **III. EXCLUSIONS** is deleted in its entirety.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

\_\_\_\_\_  
Authorized Representative

May 13, 2016  
Date



**IRONSHORE SPECIALTY INSURANCE COMPANY**

Mailing Address:  
75 Federal Street  
5th Floor  
Boston, MA 02110  
Toll Free: (877) IRON411

**Endorsement # 6**

**Policy Number:** T/B/D

**Effective Date of Endorsement:** July 01, 2016

**Insured Name:** Nevada Public Agency Insurance Pool

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NEW CONDITIONS ONLY**

This endorsement modifies insurance provided under the following:

SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT (SPILLS) BROAD

It is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

Paragraphs **A.**, **B.**, **C.** and **D.** of Section **I. COVERAGE GRANTS** are amended to include the following:

This coverage shall only apply if the **Pollution Incident** giving rise to the **Claim, Loss, Business Interruption Expenses** or **Extra Expenses** commenced, in its entirety, on or after the **Inception Date**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

\_\_\_\_\_  
Authorized Representative

May 13, 2016  
Date



## IRONSHORE SPECIALTY INSURANCE COMPANY

Mailing Address:  
75 Federal Street  
5th Floor  
Boston, MA 02110  
Toll Free: (877) IRON411

### Endorsement # 7

**Policy Number:** T/B/D

**Effective Date of Endorsement:** July 01, 2016

**Insured Name:** Nevada Public Agency Insurance Pool

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT (SPILLS)

It is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

The following are added to Section III. **EXCLUSIONS - ALL COVERAGES:**

### EMISSION OR DISCHARGE CONTROL

The installation, upgrade, maintenance, repair or operation of (or the failure to install, upgrade, maintain, repair or operate) any emission or discharge equipment or controls (including but not limited to any costs, charges or expenses in any way associated with smoke stacks, scrubbers or wastewater treatment plants) even if such installation, upgrade, maintenance, repair or operation is required by **Environmental Laws** or as the result of a **Claim** by a governmental agency or entity; or any **Claim**, in whole or part, due to or associated with the installation, upgrade, maintenance, repair or operation of (or the failure to install, upgrade, maintain, repair or operate) any emission or discharge equipment or controls.

The preceding exclusion shall not apply to any costs, charges or expenses: 1) directly arising from **Claims** made by third parties, other than a governmental agency or entity, for **Bodily Injury** or **Property Damage**; or 2) which are **Remediation Expenses** (other than **Legal Costs**) to remediate soil, sediment, surface water, groundwater or structures to the extent: such **Remediation Expenses** are incurred exclusively to remediate **Pollutants** which are beyond the boundaries of a **Covered Property**; and such **Pollutants** originated from that same **Covered Property**. For the purposes of this exception, **Remediation Expenses** shall not include any measures designed to allow for natural attenuation of air as a form of remediating **Pollutants**, or that otherwise limit future emissions or

discharges of **Pollutants**, regardless of whether from a **Covered Property**, as a measure of offsetting past emissions or discharges.

**ACTIVITY USE LIMITATION**

Any violation or non-compliance with any activity use limitation, institutional control or deed restriction which is imposed or required to be implemented upon the **Covered Property(ies)**.

**ENGINEERING CONTROLS/OPERATION AND MAINTENANCE (O&M) COSTS:**

The installation, implementation, modification, replacement, repair, operation or maintenance of any institutional or engineering controls, including but not limited to capping systems or leachate collection systems on, under or associated with the **Covered Property(ies)**.

**GROUNDWATER & SURFACE WATER MONITORING COSTS:**

Any groundwater or surface water monitoring (including monitoring only plans) conducted at the **Covered Property** which monitoring is not implemented, in its entirety, for the physical removal, remediation or actual investigation associated with physical removal or remediation of **Pollution Incidents**.

**LANDFILL MATERIAL:**

Any landfill material which is on or under the **Covered Property(ies)** or any waste material which has been intentionally deposited on or under any **Covered Property**. However, this paragraph shall not apply to **Remediation Expenses** incurred exclusively for remediation of **Pollutants** that are beyond the boundaries of the **Covered Property**.

**IMPOUNDMENTS:**

Any **Remediation Expenses** or **Emergency Response Expenses** due to or associated with:

1. any **Pollutants** in any impoundment, including, without limitation, any pond, pit or landfill, or storage pile; or
2. any soil contamination that is located within ten (10) feet of the lateral boundaries or ten (10) feet of the upper or lower boundaries of such impoundment or pile (hereinafter, the "10' Boundaries"). However, the preceding sentence shall not apply to **Remediation Expenses** or **Emergency Response Expenses** incurred exclusively to remediate **Pollutants** which are beyond the 10' Boundaries.

**CLOSURE, POST CLOSURE AND RECLAMATION COSTS**

Any closure, post closure or reclamation costs or obligations, including but not limited to any costs associated with landfill caps.

**ODOR**

Any **Claim**, in whole or in part, due to or in any way associated with odor.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



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Authorized Representative

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May 13, 2016  
Date





**IRONSHORE SPECIALTY INSURANCE COMPANY**

Mailing Address:  
75 Federal Street  
5th Floor  
Boston, MA 02110  
Toll Free: (877) IRON411

**Endorsement # 8**

**Policy Number:** T/B/D  
**Insured Name:** Nevada Public Agency Insurance Pool

**Effective Date of Endorsement:** July 01, 2016

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ASBESTOS AND LEAD-BASED PAINT EXCLUSION AMENDATORY**

This endorsement modifies insurance provided under the following:

SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT (SPILLS)

It is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

The exclusion entitled **ASBESTOS AND LEAD-BASED PAINT** set forth in Section III. **EXCLUSIONS – ALL COVERAGES** is hereby deleted and replaced with the following:

**ASBESTOS AND LEAD CONTAINING MATERIAL**

Any asbestos, asbestos containing materials, lead or lead containing materials, including but not limited to lead-based paint, in, on, or applied to any building or other structure, or lead containing piping and related components of a water distribution system. This exclusion does not apply to: 1) **Claims for Property Damage**; or 2) **Remediation Expenses** for the remediation of any soil, groundwater body, surface water body or sediment.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
May 13, 2016  
Date



## IRONSHORE SPECIALTY INSURANCE COMPANY

Mailing Address:  
75 Federal Street  
5th Floor  
Boston, MA 02110  
Toll Free: (877) IRON411

### Endorsement # 9

**Policy Number:** T/B/D

**Effective Date of Endorsement:** July 01, 2016

**Insured Name:** Nevada Public Agency Insurance Pool

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CAPITAL IMPROVEMENT EXCLUSION

This endorsement modifies insurance provided under the following:

SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT (SPILLS) - ALL

Solely with respect to the **Covered Property(ies)** that are used, in whole or in part, as the intended use(s) scheduled below, it is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

1. The following is added to Section **III. EXCLUSIONS – ALL COVERAGES:**

**CAPITAL IMPROVEMENT:**

Any **Capital Improvement** at a **Covered Property(ies)**.

2. It is hereby agreed that the following is added to Section **IX. DEFINITIONS:**

**Capital Improvement** means any activity that:

1. Disturbs or alters the foundations or other subsurface installations of existing buildings or structures; or
2. Requires subsurface excavation or site regrading including, but not limited to, construction, installation or demolition of buildings, structures, systems or utilities on the **Covered Property(ies)**.

### Schedule of Intended Use

1. Auto Repair Facility
2. Airport
3. Golf Course
4. Fuel Depot
5. Fuel Storage
6. Shooting Ranges

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



---

Authorized Representative

---

May 13, 2016  
Date

Specimen



**IRONSHORE SPECIALTY INSURANCE COMPANY**

Mailing Address:  
75 Federal Street  
5th Floor  
Boston, MA 02110  
Toll Free: (877) IRON411

**Endorsement # 10**

**Policy Number:** T/B/D

**Effective Date of Endorsement:** July 01, 2016

**Insured Name:** Nevada Public Agency Insurance Pool

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**VOLUNTARY SITE INVESTIGATION EXCLUSION**

This endorsement modifies insurance provided under the following:

SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT (SPILLS) - ALL

It is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

Solely with respect to the **Covered Property(ies)** that are used, in whole or in part, as the intended use(s) scheduled below, it is hereby agreed the following is added to Section **III. EXCLUSIONS – ALL COVERAGES**:

**VOLUNTARY SITE INVESTIGATION**

Any **Pollution Incidents** or **Pollutants**, including any additives to or by-products thereof, discovered during any voluntary investigation, including but not limited to investigations performed: **(i)** by the **Insured** or any other party; or **(ii)** as part of a property transfer or sale.

Investigations include, but are not limited to, intrusive investigations or the taking or testing of soil, groundwater, surface water or sediment samples from any **Covered Property(ies)**.

Schedule of Intended Use

1. Auto Repair Facility
2. Airport
3. Golf Course
4. Fuel Depot
5. Fuel Storage
6. Shooting Ranges

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



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Authorized Representative

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May 13, 2016  
Date

Specimen



**IRONSHORE SPECIALTY INSURANCE COMPANY**

Mailing Address:  
75 Federal Street  
5th Floor  
Boston, MA 02110  
Toll Free: (877) IRON411

**Endorsement # 11**

**Policy Number:** T/B/D

**Effective Date of Endorsement:** July 01, 2016

**Insured Name:** Nevada Public Agency Insurance Pool

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DISINFECTION EVENT EXPENSES**

This endorsement modifies insurance provided under the following:

SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT (SPILLS)

It is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

- 1. Solely with respect to a **Disinfection Event** on or under a **Covered Property**, the following is added to Section I. **COVERAGE GRANTS:**

**DISINFECTION EVENT EXPENSES**

To pay on behalf of the **Insured**, **Disinfection Expenses** arising from a **Disinfection Event**, provided that:

- 1. The **Disinfection Event** is first discovered by the **Insured** during the **Policy Period**. Discovery of a **Disinfection Event** happens when a **Responsible Insured** first becomes aware of the **Disinfection Event**; and
  - 2. The **Insured** reports the **Disinfection Event** to the Company, in writing, in according with Section IV., Paragraph B.
- 2. **Item 5. COVERAGES, COVERAGE SECTION LIMITS, AND DEDUCTIBLES** of the declarations is amended to include the following:

Coverage	Deductible-Each Incident	Each Incident Limit	Coverage Aggregate Limit
Disinfection Event Expenses	\$250,000	\$1,000,000	\$1,000,000

- 3. The exclusion **INSURED'S NON-COMPLIANCE** set forth in Section III. **EXCLUSIONS – ALL COVERAGES** is deleted in its entirety and replaced with the following:

**INSURED'S NON-COMPLIANCE**

MANUSCRIPT Disinfection Event Expenses

Any **Pollution Incident, Remediation Expenses** or **Disinfection Event** that result from any **Responsible Insured's** intentional disregard of, or deliberate, knowing, willful or dishonest non-compliance with any **Environmental Law**, including but not limited to the failure to comply with any regulation applicable to air emissions or effluent discharges, or any other statute, regulation, ordinance, order, administrative complaint, notice of violation, notice letter, or instruction by or on behalf of any governmental agency or representative or other federal, state, local or other applicable legal requirement.

However, this exclusion shall not apply to non-compliance based upon:

1. The **Insured's** good faith reliance upon written advice of qualified counsel received in advance of such non-compliance; or
  2. An **Insured's** reasonable efforts to mitigate a **Pollution Incident** that necessitates immediate action, provided that such **Pollution Incident** is reported to the Company within fourteen (14) days of its commencement.
4. Paragraph **B.** set forth in Section **IV. CLAIMS AND NOTICE PROVISIONS** is deleted in its entirety and replaced with the following:
- B.** In the event that **Emergency Response Expenses** or **Disinfection Expenses** are incurred, the **Insured** must provide, in writing, all available information relating to such **Emergency Response Expenses** or **Disinfection Expenses** and the **Pollution Incident** or **Disinfection Event** giving rise thereto to the Company within fourteen (14) days of commencement of the **Pollution Incident** or **Disinfection Event**. Such information shall include all applicable information detailed in Paragraph **A.** of this Section.
5. Item **4.** of the paragraph titled **OTHER INSURANCE** set forth in Section **VII. CONDITIONS** is deleted in its entirety and replaced with the following:
4. Solely with respect to **Claims, Emergency Response Expenses, Pollution Incidents, Loss, Remediation Expenses, Legal Costs, Business Interruption Expenses** or **Extra Expenses** arising in whole or part from **Mold Matter, Legionella** or a **Disinfection Event**, this insurance is excess of any valid and collectible insurance, whether such insurance is primary, excess, contingent or on any other basis. Where this insurance is excess insurance, the Company will only pay its share of the amount of **Loss, Business Interruption Expenses** or **Extra Expenses** arising in whole or part from **Mold Matter, Legionella** or a **Disinfection Event**, if any, that exceeds the total amount of such other insurance.
6. The following are added to Section **IX. DEFINITIONS** of the Policy:
- Disinfection Event** means any case or series of cases of communicable virus, bacteria or disease that requires reporting of such case or series of cases to any local, state or federal governmental or public health agency or entity. **Disinfection Event** does not include **Pollution Incidents**.
- Disinfection Expenses** means reasonable fees and costs incurred by the **Insured** to clean and disinfect a **Covered Property** after any **Disinfection Event**, provided that such fees and costs are incurred within thirty (30) days of discovery of the **Disinfection Event**. **Discovery of Disinfection Event** occurs when a **Responsible Insured** first becomes aware of the **Disinfection Event**.
7. The following is added to the definition of **Loss** set forth in Section **IX. DEFINITIONS**:
- Loss** shall also include **Disinfection Expenses**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
May 13, 2016  
Date



**IRONSHORE SPECIALTY INSURANCE COMPANY**

Mailing Address:  
75 Federal Street  
5th Floor  
Boston, MA 02110  
Toll Free: (877) IRON411

**Endorsement # 12**

**Policy Number:** T/B/D

**Effective Date of Endorsement:** July 01, 2016

**Insured Name:** Nevada Public Agency Insurance Pool

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**IMAGE RESTORATION EXPENSE**

This endorsement modifies insurance provided under the following:

SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT (SPILLS) Form

It is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

- 1. The following is added to Section I. **COVERAGE GRANTS:**

**IMAGE RESTORATION EXPENSES**

To pay on behalf of the **Insured**, **Image Restoration Expenses** that directly result from an **Image Restoration Event**, provided that the **Pollution Incident** giving rise to the **Image Restoration Event** is on, under or migrating from a **Covered Property** or results from **Covered Operations**. This coverage shall apply only if: **1)** the **Pollution Incident** giving rise to the **Image Restoration Expenses** is first discovered by the **Insured** during the **Policy Period**. Discovery of such a **Pollution Incident** occurs when a **Responsible Insured** first becomes aware of the **Pollution Incident**; and **2)** the **Pollution Incident** giving rise to the **Image Restoration Expenses** is reported to the Company in accordance with Section IV., Paragraph B.

- 2. **Item 5. COVERAGES, COVERAGE SECTION LIMITS, AND DEDUCTIBLES** of the declarations is amended to include the following:

Coverage	Deductible-Each Incident	Each Incident Limit	Coverage Aggregate Limit
Image Restoration Expenses	\$250,000	\$250,000	\$250,000

- 3. The following definitions are added to Section IX. **DEFINITIONS:**

MANUSCRIPT Image Restoration Expense



- a. **Image Restoration Event** means a **Pollution Incident** which results in a newspaper or magazine publication or television news broadcast alleging responsibility on the part of the **Named Insured** for such **Pollution Incident**.
- b. **Image Restoration Expenses** means reasonable expenses to restore public reputation and consumer confidence incurred by the **Insured** within fourteen (14) days of the first newspaper or magazine publication or television news broadcast associated with the **Pollution Incident** giving rise to the **Image Restoration Event** and within thirty (30) days of the commencement of such **Pollution Incident**. **Image Restoration Expenses** shall include fees and expenses incurred by public relations or crisis management firms and reasonable and necessary printing, mailing of materials and travel by directors, officers, employees or agents of the **Named Insured** at the direction of such firms. **Image Restoration Expenses** shall not include the costs to purchase advertising on television, in newspapers or in any other media without the prior written consent of the Company.

4. The following is added to the definition of **Loss** set forth in Section **IX. DEFINITIONS**:

**Loss** shall also include **Image Restoration Expenses**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
May 13, 2016

Date



## IRONSHORE SPECIALTY INSURANCE COMPANY

Mailing Address:  
75 Federal Street  
5th Floor  
Boston, MA 02110  
Toll Free: (877) IRON411

Endorsement # 13

Policy Number: T/B/D

Effective Date of Endorsement: July 01, 2016

Insured Name: Nevada Public Agency Insurance Pool

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### CONTINGENT BUSINESS INTERRUPTION

This endorsement modifies insurance provided under the following:

SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT (SPILLS)

It is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

1. The following is added to Section I. **COVERAGE GRANTS:**  
**CONTINGENT BUSINESS INTERRUPTION**

To pay the **Insured's Business Interruption Expenses** and **Extra Expenses** during the **Period of Interruption** that directly result from a **Pollution Incident** which commences on or after the **Inception Date** and during the **Policy Period** provided that:

1. the **Business Interruption Expenses** and **Extra Expenses** are associated with a **Covered Property** that is located within ten (10) miles of the **Pollution Incident**, and the **Pollution Incident** is not on or under such **Covered Property**; and
  2. the **Pollution Incident** did not result from the **Insured's** operations or a **Covered Property**, and the **Insured** is not otherwise legally liable for the **Pollution Incident**.
2. The following is added to the definition of **Period of Interruption** set forth in Section IX. **DEFINITIONS:**

Solely with respect Section I. **COVERAGE GRANTS, CONTINGENT BUSINESS INTERRUPTION, Period of Interruption** means the period of time that begins when a **Pollution Incident** within ten (10) miles of the **Covered Property** interrupts the **Insured's** operations and ends on the earliest of:

1. when the **Insured's** operations are reasonably restored or should have been reasonably restored;
2. the **Pollution Incident** has remained at least ten (10) miles beyond the boundaries of a **Covered Property** for seven (7) continuous days; or

3. active remedial activities, other than monitoring activities, associated with the **Pollution Incident** have been completed.

3. **Item 5. COVERAGES, COVERAGE SECTION LIMITS, AND DEDUCTIBLES** of the declarations is amended to include the following:

Coverage	Deductible (Days)	Business Interruption (Days) Limit	Business Interruption (\$) Limit
Contingent Business Interruption	10	180	\$2,000,000

4. The following is added to Section **VI. LIMITS OF LIABILITY AND DEDUCTIBLE**, Paragraph **B COVERAGE SECTION AGGREGATE LIMIT OF LIABILITY**:

Subject to Paragraph **A.** above, the most the Company will pay for all **Business Interruption Expenses** and **Extra Expenses** covered under Coverage **G.** shall be the lesser of:

1. the **Business Interruption Expenses** and **Extra Expenses** incurred during the number of days set forth in Item 5. for **CONTINGENT BUSINESS INTERRUPTION** Coverage of the Declarations; and
2. the dollar amount set forth in Item 5. for **CONTINGENT BUSINESS INTERRUPTION** Coverage of the Declarations.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
May 13, 2016  
Date



**IRONSHORE SPECIALTY INSURANCE COMPANY**

Mailing Address:  
75 Federal Street  
5th Floor  
Boston, MA 02110  
Toll Free: (877) IRON411

**Endorsement # 14**

**Policy Number:** T/B/D

**Effective Date of Endorsement:** July 01, 2016

**Insured Name:** Nevada Public Agency Insurance Pool

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**SPECIFIED CONDITIONS EXCLUSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT (SPILLS)

It is hereby agreed that the policy to which this Endorsement is attached is amended as follows:  
The following is added to Section **III. EXCLUSIONS**:

**SPECIFIED CONDITIONS**

Any **Pollution Incident(s)** or **Pollutant(s)** scheduled below, or any additives to or degradation by-products of any of the **Pollutants** or **Pollution Incident(s)**, on, under or migrating from **Covered Property(ies)** that are used, in whole or in part, as the intended use(s) scheduled below.

However, this Exclusion shall not apply to **Claims** for **Bodily Injury** or **Property Damage**.

This Exclusion may be amended upon the receipt, satisfactory review and approval by the Company, in its sole discretion, of a Certificate of Closure, No Further Action Letter, or equivalent documentation issued by the appropriate governmental agency. In the event that this Exclusion is amended, the amended Exclusion shall in any event exclude **Remediation Expenses** or **Loss** incurred or **Claims** first made prior to the effective date of such amended Exclusion. Such amended Exclusion may also exclude **Claims** first made after the effective date of such amended Exclusion. The amendment of this Exclusion shall not be effective until endorsed onto the Policy.

<u>Intended Use</u>	<u>Pollutants</u>
Shooting Range	Lead
Golf Course	Pesticides or herbicides

Airport	Any <b>Pollution Incident(s)</b> due to or associated with any hydrant system
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ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
May 13, 2016  
Date

Specimen



**IRONSHORE SPECIALTY INSURANCE COMPANY**

Mailing Address:  
75 Federal Street  
5th Floor  
Boston, MA 02110  
Toll Free: (877) IRON411

**SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT  
(SPILLS)  
BROAD FORM**

**Insured Name:** Nevada Public Agency Insurance Pool  
**Policy Number:** T/B/D

**IMPORTANT INFORMATION FOR THE INSURED: CAREFULLY REVIEW THIS POLICY IN FULL. IT CONTAINS PROVISIONS WHICH RESTRICT, EXCLUDE OR OTHERWISE REDUCE OR CURTAIL COVERAGE, AND IT MAY BE DIFFERENT FROM OTHER INSURANCE POLICIES THAT YOU HAVE SEEN OR PURCHASED IN THE PAST. LEGAL FEES AND EXPENSES ARE INCLUDED WITHIN AND ERODE THE LIMITS OF LIABILITY AND ARE SUBJECT TO THE DEDUCTIBLE.**

**SOME COVERAGES AFFORDED BY THIS POLICY ARE LIMITED TO CLAIMS THAT ARE FIRST MADE AND REPORTED TO THE INSURER WITHIN THE POLICY PERIOD OR, IF APPLICABLE, THE EXTENDED REPORTING PERIOD.**

**THE HEADINGS DO NOT CONSTITUTE TERMS OR CONDITIONS OF THIS POLICY AND ARE INCLUDED SOLELY FOR CONVENIENCE. THE HEADINGS SHALL NOT IN ANY MANNER MODIFY OR OTHERWISE AFFECT ANY OF THE PROVISIONS OF THIS POLICY. DEFINED TERMS APPEAR IN BOLD FONT.**

Subject to and contingent upon the **Named Insured's** payment in full of the premium when due and any applicable deductible and in reliance upon the truth, accuracy, and completeness of the statements in the insurance application and any materials submitted in connection therewith or prior thereto, and subject to all terms, conditions, limitations, and exclusions of this Policy, the Company agrees with the **Named Insured** to the following:

**I. COVERAGE GRANTS**

**ONLY THOSE SPECIFIC COVERAGES INDICATED ON THE DECLARATIONS AS PURCHASED BY THE NAMED INSURED ARE APPLICABLE.**

**A. Third Party Claims for Bodily Injury, Property Damage or Remediation Expenses**

To pay on behalf of the **Insured**, **Loss** that the **Insured** becomes legally obligated to pay as a result of **Claims** for **Bodily Injury, Property Damage or Remediation Expenses** arising from a **Pollution Incident**, provided that the **Claim** is first made against the **Insured** and reported to the Company in writing during the **Policy Period**, or during the **Extended Reporting Period** if applicable.

**B. First Party Remediation Expenses**

To pay on behalf of the **Insured**, **Remediation Expenses** arising from a **Pollution Incident** on or under a **Covered Property**, provided that:

1. The **Pollution Incident** is first discovered by the **Insured** during the **Policy Period**. Discovery of a **Pollution Incident** happens when a **Responsible Insured** first becomes aware of the **Pollution Incident**; and
2. The **Insured** reports the **Pollution Incident** to the Company, in writing, during the **Policy Period**; and

3. The **Pollution Incident** is promptly reported by the **Insured** to the appropriate governmental authority as required by **Environmental Laws**.

#### C. **Emergency Response Expenses**

To pay on behalf of the **Insured**, **Emergency Response Expenses** incurred by or on behalf of the **Insured** in response to an imminent and substantial threat to human health or the environment. The **Emergency Response Expenses** must: (i) arise from a **Pollution Incident** that first commenced during the **Policy Period**; (ii) be incurred within seven (7) days of the commencement of such **Pollution Incident**; and (iii) be reported to the Company within fourteen (14) days of the commencement of such **Pollution Incident**. For this Coverage to apply, the **Pollution Incident** giving rise to the **Emergency Response Expenses** must be unexpected and unintended from the standpoint of the **Insured**.

#### D. **Business Interruption**

To pay the **Insured's Business Interruption Expenses** and **Extra Expenses** during the **Period of Interruption** that directly result from a **Pollution Incident** on or under a **Covered Property**, provided that such **Pollution Incident** results in **Remediation Expenses** covered under this Policy. This coverage shall apply only if the **Pollution Incident** giving rise to the **Business Interruption Expenses** or **Extra Expenses** is first discovered by the **Insured** and reported to the Company during the **Policy Period**, and such **Pollution Incident** results in **Remediation Expenses** covered under this Policy. Discovery of a **Pollution Incident** happens when a **Responsible Insured** first becomes aware of the **Pollution Incident**. Further, if the **Period of Interruption** results from a **Pollution Incident** and any other cause(s), the Company shall only pay that portion of **Business Interruption Expenses** and **Extra Expenses** solely attributable to the **Pollution Incident**.

## II. **DEFENSE**

The Company has the right and duty to defend, including the right to select and appoint counsel to represent, the **Insured** against any **Claim**, even if groundless, false or fraudulent, to which this Policy applies. However, the Company has no duty to defend the **Insured** against any **Claim** to which this Policy does not apply. The Company shall not be obligated to commence or continue to investigate, defend, pay or settle any **Claim** after the applicable Limit of Liability described in Section VI. has been exhausted. Upon the **Insured's** satisfaction of any applicable deductible amounts, **Legal Costs** shall reduce the Limits of Liability shown in Item 5. of the Declarations. With respect to any such **Claim** being defended by the Company, the Company shall pay all reasonable expenses incurred by the **Insured** at the Company's request to assist it in the investigation or defense of the **Claim**, including actual loss of earnings up to \$750 a day because of time off from work subject to an aggregate limit of \$7,500 for all such expenses.

The **Insured** shall not admit or assume liability or settle or negotiate to settle any **Claim** without the prior written consent of the Company. The **Insured** must notify the Company of all settlement offers and the Company will in turn present all settlement offers to the **Insured**. If the Company recommends a monetary settlement which is acceptable to a claimant and is within the Limits of Liability and the **Insured** refuses to consent to such settlement, then the Company's duty to defend shall end, the **Insured** shall thereafter negotiate and defend such **Claim** independently of the Company, and the Company's liability shall not exceed the amount, less the Deductible, for which the **Claim** could have been settled if such recommendation was consented to.

To the extent the **Insured** is entitled pursuant to applicable laws to select independent counsel at the Company's expense, the attorneys' fees and other costs or expenses the Company will pay are limited to the rates the Company would pay to counsel the Company would have retained or could otherwise have retained in the community where the **Claim** is being defended. Such independent counsel must also meet any reasonable requirements, experience, or qualifications standards that the Company may deem appropriate. All such counsel shall keep the Company fully informed and shall promptly respond to requests for information from the Company.

## III. **EXCLUSIONS - ALL COVERAGES**

This Policy does not insure and none of the coverages provided by this Policy apply to **Loss, Business Interruption Expenses** or **Extra Expenses** arising out of or in any way relating to any of the following:

#### A. **ACQUIRED PROPERTIES**

Any property newly acquired, owned, leased, managed, rented or occupied by the **Insured** during the **Policy Period**. This exclusion shall not apply to any property scheduled to the Policy by endorsement.

**B. AIRCRAFT, AUTO OR WATERCRAFT**

The ownership, maintenance, use or entrustment to others of any aircraft, auto or watercraft.

This exclusion does not apply to **Transportation**.

**C. ASBESTOS AND LEAD-BASED PAINT**

Any asbestos, asbestos containing materials or lead-based paint in, on, or applied to any building or other structure. This exclusion does not apply to any **Loss** identified in sub-paragraphs **1.** through **3.** of the definition of **Loss** which arises from **Claims** for **Bodily Injury** or **Property Damage**, or to **Remediation Expenses** for the remediation of soil, surface water and groundwater.

However, this exclusion shall not apply to **Remediation Expenses** within any structures, provided that such **Remediation Expenses** are the direct result of a **Pollution Incident** which commences during the **Policy Period** and arises from explosion, fire, lightning, **Flood** or windstorm damage, provided that such **Pollution Incident** is reported to the Company within fourteen (14) days of its commencement. Subject to Section **VI. LIMITS OF LIABILITY AND DEDUCTIBLE**, Paragraphs **A** through **D**, the most the Company will pay for **Remediation Expenses**, regardless of the number of **Insureds**, **Covered Properties**, **Pollution Incidents**, **Claims** or claimants, pursuant to the exception contained in this Paragraph shall not exceed \$100,000.

**D. CONTRACTUAL LIABILITY**

Any liability assumed by an **Insured** through or by contract or agreement. This exclusion does not apply to liability that the **Insured** would have had in the absence of the contract or agreement or to liability assumed in an **Insured Contract**.

**E. CRIMINAL PUNISHMENTS**

Any criminal fines, criminal penalties or criminal assessments.

**F. DIVESTED PROPERTY**

Any **Pollution Incident** at any location, which the **Insured** sold, gave away, terminated lease, abandoned or relinquished operational or management control of prior to the **Inception Date**.

**G. EMPLOYER LIABILITY**

Any **Bodily Injury** to:

1. An **Insured**, or an employee of an **Insured** or its parent, subsidiary or affiliate while engaged in employment by the **Insured** or its parent, subsidiary or affiliate; or
2. Any person whose right to assert a **Claim** against the **Insured** arises by reason of any employment, blood, marital, or any other relationship with the **Insured** or its parent, subsidiary or affiliate.

This exclusion applies whether the **Insured** may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of such **Bodily Injury**.

**H. INSURED'S INTERNAL EXPENSES**

Any costs, charges or expenses incurred by the **Insured** for goods supplied or services performed by the staff or salaried employees of the **Insured**, or its parent, subsidiary or affiliate, unless such costs, charges or expenses are incurred with the prior written approval of the Company, which it may grant or withhold in its sole discretion.

**I. INSURED'S NON-COMPLIANCE**

Any **Pollution Incident** or **Remediation Expenses** that result from or are associated with a **Responsible Insured's** intentional disregard of, or deliberate, knowing, willful or dishonest non-compliance with any **Environmental Law**, including but not limited to the failure to comply with any regulation applicable to air emissions or effluent discharges, or any other statute, regulation, ordinance, order, administrative complaint, notice of violation, notice letter, or instruction by or on behalf of any governmental agency or representative or other federal, state, local or other applicable legal requirement.



However, this exclusion shall not apply to non-compliance based upon:

1. The **Insured's** good faith reliance upon written advice of qualified counsel received in advance of such non-compliance; or
2. An **Insured's** reasonable efforts to mitigate a **Pollution Incident** that necessitates immediate action, provided that such **Pollution Incident** is reported to the Company within fourteen (14) days of its commencement.

**J. INSURED VS. INSURED**

Any **Claim** by or on behalf of any **Insured** against any other **Insured**.

**K. INSURED'S PROFESSIONAL SERVICES**

Any professional services performed or rendered by the **Insured**, including but not limited to, recommendations, opinions and strategies rendered for architectural, consulting and engineering work, such as drawings, designs, maps, reports, surveys, change orders, plan specifications, assessment work, remedy selections, site maintenance and equipment selection, and supervisory, inspection or engineering service.

**L. MATERIAL CHANGE IN USE**

A material change in use at any **Covered Property**. A material change in use shall mean any use different from the use identified in Item 8. of the Declarations. This exclusion shall not apply if the **Insured** submits prior written notice no less than thirty (30) days prior to such material change, and the Company approves such material change in an endorsement to this Policy issued within thirty (30) days of such notice. The Company is under no obligation to approve any such change in use, but may do so, in its sole discretion, dependent upon such terms and conditions (including but not limited to the payment of additional premium) as the Company may impose. If the Company approves the material change in use, the **Insured** shall agree to any changes to the terms and conditions to this Policy and pay any additional premium as the Company may require prior to the endorsement of such material change.

**M. NON-DISCLOSURE**

Any **Pollution Incident**:

1. Which is known by a **Responsible Insured** prior to the **Inception Date** and not specifically disclosed in writing in the application for this Policy; or
2. On, under or migrating from a location which is known by a **Responsible Insured** and not specifically disclosed to the Company in writing prior to the Company's addition of such location to this Policy.

**N. NUCLEAR AND RADIOLOGICAL MATERIAL – INTENTIONAL OR UNLAWFUL RELEASE**

Any nuclear or radiological materials of any nature or any of their by-products which are intentionally or unlawfully dispersed or released by any person, including but not limited to the dispersal or release by use of an explosive device.

**O. PRODUCTS LIABILITY**

Any of the **Insured's Products** after possession of such **Insured's Products** have been relinquished to others by the **Insured** or others trading under its name. However, this exclusion shall not apply solely for the period during which such **Insured's Products** are being stored or transported by others on behalf of the **Named Insured**.

**P. PROPERTY DAMAGE TO CONVEYANCES**

Any **Property Damage** to any truck, rail car, trailer, rolling stock, intermodal container, shipping container, container, aircraft, vessel, engine, or any other conveyance of any nature utilized during **Transportation**. This exclusion does not apply to **Claims** made by third-party carriers of the **Insured** for such **Property Damage** arising from the **Insured's** negligence.

**Q. UNDERGROUND STORAGE TANKS**

Any **Underground Storage Tank** which is: (i) known to a **Responsible Insured** as of either the **Inception Date** or, for properties added to the Policy during the **Policy Period**, the date on which the property first becomes covered under this Policy; or (ii) installed during the **Policy Period**.

This exclusion does not apply to any **Underground Storage Tank** which has been:

1. Closed or abandoned in place in accordance with all applicable **Environmental Laws** prior to the **Inception Date**;
2. Removed prior to the **Inception Date**; or
3. Scheduled to this Policy by endorsement.

**R. WAR**

Any consequence, whether direct or indirect, of war, invasion, act of foreign enemy or hostilities, whether war be declared or not, or civil war, rebellion, revolution, insurrection or military or usurped power, strike, riot or civil commotion.

**S. WASTE PROCESSING, TREATMENT OR DISPOSAL**

Any processing, treatment or disposal, or the arranging for the processing, treatment or disposal, of waste. This exclusion shall not apply to **Waste Disposal Activities**.

**T. WORKERS' COMPENSATION, UNEMPLOYMENT, SOCIAL SECURITY, DISABILITY AND SIMILAR LAWS**

Any obligation pursuant to any workers' compensation, unemployment insurance, social security, disability benefits or any similar or related laws.

**IV. CLAIMS AND NOTICE PROVISIONS**

As a condition precedent to any coverage provided by this Policy, the **Insured** must do each and all of the following:

- A.** Without limiting the requirements in any insuring agreements in this Policy, in the event of any **Pollution Incident, Claim, Remediation Expenses, Loss, Legal Costs, Business Interruption Expenses** or **Extra Expenses**, the **Insured** shall provide notice thereof as soon as practicable to the Company's address set forth in the Declarations or (as such address may hereinafter be modified by the Company in writing). In addition, the **Insured** shall provide notice as soon as practicable to the Company's address set forth in the Declarations of any events or circumstances that may reasonably be expected to give rise to a **Pollution Incident, Claim, Remediation Expenses, Loss, Legal Costs, Business Interruption Expenses** or **Extra Expenses**. All such notice shall include detailed information pertaining to:
1. The appropriate person to contact regarding the **Pollution Incident, Claim, Remediation Expenses, Loss, Legal Costs, Business Interruption Expenses** or **Extra Expenses**;
  2. The location of and a description of the **Pollution Incident**;
  3. A description of the **Pollution Incident, Claim, Remediation Expenses, Loss, Legal Costs, Business Interruption Expenses** or **Extra Expenses**, as applicable;
  4. Any response actions taken by the **Insured** relating to the **Claim** or **Pollution Incident**; and
  5. Any other pertinent information in the **Insured's** possession or control concerning any actual or potential **Pollution Incident, Claim, Remediation Expenses, Loss, Legal Costs, Business Interruption Expenses** or **Extra Expenses**.
- B.** In the event that **Emergency Response Expenses** are incurred, the **Insured** must provide, in writing, all available information relating to such **Emergency Response Expenses** and the **Pollution Incident** giving rise thereto to the Company within fourteen (14) days of commencement of the **Pollution Incident**. Such information shall include all applicable information detailed in Paragraph **A.** of this Section.
- C.** Without limiting the requirements in any insuring agreements in this Policy, the **Insured** shall provide notice as soon as practicable of any **Claim**, but, in any event, during the **Policy Period**, or **Extended Reporting Period**, if applicable. The **Insured** shall furnish all information requested by the Company, including, but not limited to, the following information as soon as practicable after the receipt by the **Insured** or the **Insured's** representative or agent:
1. Copies of any demands, notices, summonses or legal papers received by the **Insured**;
  2. All correspondence between the **Insured** and any third party claimants;

3. All reports, notes or other documents prepared by persons hired by the **Insured** to investigate the **Claim**;
4. All expert reports, investigations and data collected by experts retained by the **Insured** whether or not the **Insured** intends to use the material for any purpose; and
5. All other information which the Company may require concerning the **Claim** whether or not the **Insured** deems such to be relevant to the **Claim**.

## V. RIGHTS OF THE COMPANY AND DUTIES OF THE INSURED IN THE EVENT OF POLLUTION INCIDENT

### A. THE COMPANY'S RIGHTS

The Company shall have the right, but not the duty, to assume direct control over the incurrence of **Remediation Expenses** or **Emergency Response Expenses** and to participate in decisions regarding any covered **Remediation Expenses** or **Emergency Response Expenses** upon receiving notice as provided in Section IV. of this Policy. Any **Remediation Expenses** or **Emergency Response Expenses** expended by the Company in taking such action will be deemed incurred or expended by the **Insured** and shall be applied against the Limits of Liability and deductible under this Policy as described in Section VI.

### B. THE INSURED'S DUTIES

The **Named Insured** shall have the duty to clean up the **Pollution Incident** to the extent required by **Environmental Laws**, by retaining, under written contract, competent professionals or contractors mutually acceptable to the Company and the **Named Insured**. The Company retains the right but not the obligation to review and approve all bids and contracts prior to issuance or execution. The Company shall be informed of all progress at reasonable intervals and shall have the right but not the duty to review and approve all aspects of any such clean up prior to submittal to any regulatory agency that is authorized to review and approve such clean up submittals. The **Named Insured** shall notify the Company of actions and measures taken pursuant to this Paragraph prior to the execution of those actions and measures, unless such notice is not possible under the circumstances because actions or measures constitute **Emergency Response Expenses** or **Environmental Laws** require immediate remediation of the **Pollution Incident**.

It is a condition precedent to coverage that the **Insured** shall make all reasonable attempts to mitigate and minimize any **Loss**, **Business Interruption Expenses**, **Extra Expenses** and **Pollution Incidents** upon discovery of a **Pollution Incident**.

## VI. LIMITS OF LIABILITY AND DEDUCTIBLE

Without regard to the number of **Insureds**, **Covered Properties**, **Pollution Incidents**, **Claims** or claimants, the following limits of liability apply:

### A. POLICY AGGREGATE LIMIT OF LIABILITY

The most the Company will pay for all **Loss**, **Business Interruption Expenses** and **Extra Expenses** covered under this Policy shall not exceed the Policy Aggregate Limit of Liability set forth in Item 4. of the Declarations.

### B. COVERAGE SECTION AGGREGATE LIMIT OF LIABILITY

Subject to Paragraph A. above, the most the Company will pay for all **Loss** covered under each particular coverage section indicated as purchased in the Declarations shall not exceed the Coverage Section Aggregate Limit of Liability applicable to that particular coverage section.

Subject to Paragraph A. above, the most the Company will pay for all **Business Interruption Expenses** and **Extra Expenses** covered under Coverage D. shall be the lesser of:

1. The **Business Interruption Expenses** and **Extra Expenses** incurred during the number of days set forth in Item 5. for Coverage D. of the Declarations; and
2. The dollar amount set forth in Item 5. for Coverage D. of the Declarations.

### C. EACH INCIDENT LIMIT OF LIABILITY

Subject to Paragraphs A. and B. above, for each Coverage under this policy, the most the Company will pay for all **Loss** arising out of the same, related or continuous **Pollution Incident(s)** is the Each Incident Limit of Liability applicable to such coverage set forth in Item 5. of the Declarations.

#### D. DEDUCTIBLE

Subject to Paragraphs **A.**, **B.**, and **C.** above, the Company will pay all **Loss** in excess of the applicable deductible amount set forth in Item 5. of the Declarations. The deductible is the obligation of the **Named Insured** and applies to all **Loss** arising out of the same, related or continuous **Pollution Incident(s)**.

Subject to Paragraphs **A.** and **B.** above, the Company will pay all **Business Interruption Expenses** and **Extra Expenses** in excess of the **Business Interruption Expenses** and **Extra Expenses** incurred after expiration of the number of days in a **Period of Interruption** stated in Item 5. of the Declarations.

The Company may, but is under no obligation to, advance amounts for **Loss**, **Business Interruption Expenses** and **Extra Expenses** within the deductible. The **Named Insured** shall promptly reimburse the Company for advancing any such amounts within the deductible upon the Company's request.

#### E. MULTIPLE COVERAGES

If the same, related or continuous **Pollution Incident(s)** result in coverage under more than one coverage section, the most the Company shall pay for all **Loss**, **Business Interruption Expenses** and **Extra Expenses** arising from such **Pollution Incident(s)** shall not exceed the highest Each Incident Limit of Liability, or the Coverage Section Aggregate solely with regard to Coverage **D.**, stated in Item 5. of the Declarations among all of the coverages applicable to the **Loss**, **Business Interruption Expenses** or **Extra Expenses**.

Furthermore, if more than one deductible is applicable to coverage, only the highest deductible applicable pursuant to Paragraph **D.** of this Section applicable to the **Loss**, **Business Interruption Expenses** or **Extra Expenses** shall apply.

#### F. MULTIPLE POLICY PERIODS

If:

1. A **Pollution Incident** is first discovered by the **Insured** and reported to the Company during the **Policy Period**, and a related or continuous **Pollution Incident** is first discovered by the **Insured** and reported to the Company; or
2. A **Claim** is first made against the **Insured** and reported to the Company during the **Policy Period**, and a **Claim** arising from the same, related or continuous **Pollution Incident** is first made against the **Insured** and reported to the Company;

during the policy period of a subsequent policy issued by the Company to the **Insured** in accordance with all the terms and conditions of that policy, then:

- a. All such **Pollution Incidents** shall be deemed to be one **Pollution Incident** and to have been first discovered by the **Insured** and reported to the Company during this **Policy Period**, and shall be subject to the applicable Each Incident Limit of Liability or the Coverage D. Limit of Liability, and the Deductible thereunder, as the case may be, set forth in Item 5. of the Declarations; and
- b. All such **Claims** shall be deemed to have been first made against the **Insured** and reported to the Company during this **Policy Period** and to arise from one **Pollution Incident**, and shall be subject to the applicable Each Incident Limit of Liability and Deductible set forth in Item 5. of the Declarations.

Paragraph **F.** of this Section applies only if the **Insured** has maintained Site Pollution Incident Legal Liability Select coverage with the Company on a continuous, uninterrupted basis since (i) the first such **Pollution Incident** was discovered by the **Insured** and reported to the Company, or (ii) the first such **Claim** was made against the **Insured** and reported to the Company, providing coverage substantially the same as that provided by the applicable Coverage Part of this policy for (i) **Pollution Incidents** first discovered by the **Insured** and reported to the Company during the policy period, or (ii) **Claims** first made against the **Insured** and reported to the Company during the policy period.

## VII. CONDITIONS

### A. ACTION AGAINST COMPANY

No action brought by any organization or entity, other than an **Insured**, shall lie against the Company unless, as a condition precedent thereto, the **Insured** has fully complied with all of the terms and conditions of this Policy and the amount of the **Insured's** obligation to pay shall have been finally determined either by judgment against the **Insured** after actual trial or by written agreement of the **Insured**, the claimant and the Company.

Any person or entity or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this Policy to the extent of the insurance afforded by this Policy to the **Insured** at issue and subject to the terms, conditions, exclusions and limitations of the Policy. No person or entity shall have any right under this Policy to join the Company as a party to any action against the **Insured** to determine the **Insured's** liability, nor shall the Company be impleaded by the **Insured** or its legal representative.

### B. ASSIGNMENT

Assignment of interest under this Policy shall not bind the Company unless and until its consent is endorsed hereto, which consent shall not be unreasonably denied.

### C. AUDIT AND INSPECTION

The Company shall be permitted, but not required, upon reasonable prior notice to inspect, sample and/or monitor any **Covered Property** and operations conducted thereon. Neither this right to make inspections, sample and/or monitor, nor the actual undertaking thereof, nor any report thereon shall constitute an undertaking on behalf of the **Insured** or others to determine or warrant that a **Covered Property** or operation is legal, appropriate, safe, healthful or conforms to any standard or requirement or is in compliance with any **Environmental Law** or other law. The Company will not manage or exercise control over any **Covered Property** or operation. The Company shall also have the right to interview persons employed by or affiliated with the **Insured**.

### D. BANKRUPTCY

Bankruptcy or insolvency of the **Insured** or of the **Insured's** estate shall not relieve the Company of its obligations hereunder.

### E. CANCELLATION

This Policy may be cancelled by the **Named Insured** by surrendering it to the Company or by mailing to the Company written notice stating when thereafter cancellation shall be effective.

The Policy may be cancelled by the Company by mailing to the **Named Insured** at its address set forth in the Declarations, a notice stating when, not less than ninety (90) days (or ten (10) days for nonpayment of premium) thereafter such cancellation shall be effective. The Company may cancel this Policy for only the following reasons:

1. Fraud or misrepresentation;
2. Any **Insured's** failure to comply with the terms, conditions or contractual obligations under this Policy including failure to pay the deductible when due; or
3. Nonpayment of premium when due.

The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the **Policy Period**. Actual delivery of such written notice either by the **Named Insured** or by the Company shall be equivalent to mailing.

If the **Named Insured** cancels, earned premium shall be computed in accordance with the customary short rate table and procedure after applying the minimum earned premium amount set forth in Item 7. of the Declarations. If the Company cancels, earned premium shall be computed pro rata. Premium adjustment may be either at the time of cancellation is affected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition precedent to the effectiveness of cancellation.

**F. CHANGES**

Notice to or knowledge possessed by any person or entity shall not effect waiver or change in any part of this Policy or estop the Company from asserting any right under the terms of this Policy. The terms, definitions, conditions, exclusions and limitations of this Policy shall not be waived or changed, except as provided by endorsement issued by the Company attached to this Policy. No agent or broker has any authority to change or modify this Policy, waive any of its provisions, or issue any endorsements.

**G. CHOICE OF FORUM**

In the event that the **Insured** and the Company have any dispute concerning or relating to this Policy, including its formation, coverage provided hereunder, or the meaning, interpretation or operation of any term, condition, definition or provision of this Policy resulting in litigation, arbitration or other form of dispute resolution, the **Insured** agrees with the Company that any such litigation and any arbitration or other form of dispute resolution shall take place in the appropriate federal or state courts located in New York, New York.

**H. CHOICE OF LAW**

In the event that the **Insured** and the Company have any dispute concerning or relating to this Policy, including its formation, coverage provided hereunder, or the meaning, interpretation or operation of any term, condition, definition or provision of this Policy resulting in litigation, arbitration or other form of dispute resolution, the **Insured** agrees with the Company that the internal laws of the State of New York shall apply without giving effect to any conflicts or choice of law principles. The terms and conditions of this Policy shall not be deemed to constitute a contract of adhesion and shall not be construed in favor of or against any party hereto by reason or authorship or otherwise.

**I. CONDITION OF PAYMENT**

It is hereby agreed that any payment under this Policy shall only be made in full compliance with all United States of America economic and trade sanction laws or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").

**J. COOPERATION**

The **Insured** agrees with the Company to assist and cooperate in the fulfillment of the terms of the Policy, including the investigation, adjustment, defense or settlement of any **Claim** or in connection with the clean-up and mitigation of a **Pollution Incident**. Such cooperation may also include participating in meetings; requiring the **Insured** to submit to examination under oath; testifying at hearings, depositions and trials; or securing evidence. The Company may also require written statements or the **Insured's** attendance at meetings with the Company in the course of its investigation or defense. The **Insured** must assist the Company in effecting settlement and obtaining the attendance of witnesses. Further, the **Insured** must assist the Company in the pursuit of any coverage that may be available from other insurers or insurance policies for any amounts which also may be covered under this Policy. In addition, the **Insured** shall, to the extent feasible, permit and assist the Company and its representatives in interviewing persons and collecting documents and in viewing, inspecting, or reviewing at any time the **Covered Property**, any other property, or any documents related in any manner to this Policy, any **Claims** or **Loss**, or any coverage provided hereunder. No such inspection or review shall impose any liability, responsibility, or obligation on the Company of any nature. The **Insured** shall take any other actions to assist the Company as the Company may request from time to time.

**K. ENFORCEABILITY**

If any part of this policy is deemed invalid or unenforceable, it shall not affect the validity or enforceability of any other part of this policy, which shall be enforced to the full extent permitted by law.

**L. HEADINGS**

The descriptions in the headings of this Policy are solely for convenience and form no part of the Policy terms and conditions.

#### M. INDEPENDENT COUNSEL

In the event the **Insured** is entitled by law to select independent counsel to oversee the Company's defense of a **Claim** at the Company's expense, the attorney fees and all other litigation expenses the Company must pay to that counsel are limited to the rates the Company actually pays to counsel the Company retains in the ordinary course of business in the defense of similar **Claims** or suits in the community where the **Claim** arose or is being defended.

Additionally, the Company may exercise the right to require that such counsel have certain minimum qualifications with respect to their competency including experience in defending **Claims** or suits similar to the one pending against the **Insured** and to require such counsel have errors and omissions insurance coverage. As respects any such counsel, the **Insured** agrees that counsel will timely respond to our request for information regarding the **Claims** or suit.

Furthermore, the **Insured** may at any time, by the **Insured's** written consent, freely and fully waive these rights to select independent counsel.

#### N. OTHER INSURANCE

If other valid and collectible insurance is available to the **Insured** for **Claims, Emergency Response Expenses, Pollution Incidents, Loss, Remediation Expenses, Legal Costs, Business Interruption Expenses** or **Extra Expenses**, the Company's obligations are limited as follows:

1. With the exception of Paragraph 4., below, this insurance is primary except when any other insurance is also primary. In that case, the Company will share with all the other insurance by the method described in Paragraph 2. below.
2. If the other insurance permits contribution by equal shares, the Company will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the **Loss, Business Interruption Expenses** or **Extra Expenses** payable under this Policy remains, whichever comes first.
3. If the other insurance does not permit contribution by equal shares, the Company will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.
4. Solely with respect to **Claims, Emergency Response Expenses, Pollution Incidents, Loss, Remediation Expenses, Legal Costs, Business Interruption Expenses** or **Extra Expenses** arising in whole or part from **Mold Matter** or **Legionella**, this insurance is excess of any valid and collectible insurance, whether such insurance is primary, excess, contingent or on any other basis. Where this insurance is excess insurance, the Company will only pay its share of the amount of **Loss, Business Interruption Expenses** or **Extra Expenses** arising in whole or part from **Mold Matter** or **Legionella**, if any, that exceeds the total amount of such other insurance.

#### O. POLICY TERRITORY

This Policy and any coverage provided hereunder is only applicable to **Pollution Incidents** occurring in the United States, its territories and possessions.

#### P. REPRESENTATIONS

By accepting this Policy, the **Named Insured** agrees:

1. The statements in the Declarations and Application are true, accurate and complete in all respects and contain no material omissions;
2. Those statements are the **Named Insured's** agreements and representations; and
3. The Company has issued this Policy in reliance upon those statements and these representations.

Further, the **Named Insured** agrees that this Policy embodies all agreements existing between the **Insured** and the Company or any of its agents relating to this insurance.

#### Q. SEPARATION OF INSUREDS

Except with respect to the Limits of Liability, Section III. **EXCLUSIONS**, Paragraph J. **INSURED VS INSURED** and M. **NON-DISCLOSURE** and any rights and duties specifically assigned to the first **Named Insured** set forth in Item 1. of the Declarations, this insurance applies:

1. As if each **Insured** were the only **Insured**; and
2. Separately to each **Insured** against whom a **Claim** is made.

Misrepresentation, concealment, breach of condition or violation of any duty under this Policy by one **Insured** shall not prejudice the interest or coverage for another **Insured** who did not participate or assist in such misrepresentation, concealment, breach of condition or violation of duty, except where an **Insured** is a parent, subsidiary or affiliate of the **Insured** that misrepresented, concealed or breached a term or condition of or violated a duty under this Policy or participated or assisted therein.

#### R. SERVICE OF SUIT

Subject to and without waiving the forum selection clause in Section VII., Paragraph G. of this Policy, it is agreed that in the event of failure of the Company to pay any amount claimed to be due hereunder, the Company, at the request of the **Insured**, will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this condition constitutes or should be understood to constitute a waiver of the Company's rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such suit may be made upon the Company, and that in any suit instituted against the Company upon this contract, the Company will abide by the final decision of such court or of any appellate court in the event of any appeal.

Further, pursuant to any statute of any state, territory, or district of the United States which makes provision therefore, the Company hereby designates the Superintendent, Commissioner, Director of Insurance, or other officer specified for that purpose in the statute, or his or her successor or successors in office as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the **Insured** or any beneficiary hereunder arising out of this contract of insurance, and hereby designates the above named Counsel as the person to whom the said officer is authorized to mail such process or a true copy thereof.

#### S. SOLE AGENT

The **Named Insured** first identified in Item 1. of the Declarations is responsible for payment of all premiums and deductibles, and will act as the sole agent on behalf of all **Insureds** with respect to provision and receipt of notice(s), including notice of cancellation or non-renewal, receipt and acceptance of any endorsement(s) or any other changes to this Policy, return of any premium, assignment of interest under this Policy, as well as exercise of any applicable **Extended Reporting Period**, unless any such responsibilities are otherwise designated by endorsement.

#### T. SUBROGATION

In the event of any payment under this Policy, the Company shall be subrogated to all of an **Insured's** rights of recovery against any person or entity, including without limitation any rights to contribution from another insurer. An **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure and perfect such rights. No **Insured** shall do anything to impair, reduce, impede, prejudice, curtail or waive such rights. Any recovery obtained through subrogation, after expenses incurred in such subrogation are deducted by the Company, shall be applied first to the **Insured** to the extent of any payments in excess of the limit of coverage, if any; then to the Company to the extent of its payment under the Policy; and then to the **Insured** to the extent of its deductible.

#### U. VOLUNTARY PAYMENTS AND ADMISSION OF LIABILITY

No **Insured** shall admit liability, settle or attempt to settle or otherwise dispose of any **Claim**, waive or extend any statute of limitation or statute of repose or the accrual thereof, or, except at the **Insured's** own cost, voluntarily make any payment, assume any obligation, or incur any expense without the Company's prior written consent.



This Condition shall not apply if such payment or obligation is an **Emergency Response Expense** or is pursuant to **Environmental Laws** that require immediate remediation of a **Pollution Incident**.

## VIII. EXTENDED REPORTING PERIOD

### A. AUTOMATIC EXTENDED REPORTING PERIOD

The **Named Insured** shall be entitled to an Automatic **Extended Reporting Period** for a period of ninety (90) days following the effective date of termination of this Policy for no additional premium. This Automatic **Extended Reporting Period** shall not apply where:

1. The **Named Insured** has purchased the Optional **Extended Reporting Period** available under paragraph B. below;
2. The Policy is terminated for fraud or non-payment of premium; or
3. The **Insured** has purchased other insurance to replace the insurance provided under this Policy.

The Automatic **Extended Reporting Period** shall apply as follows:

1. A **Claim** first made against the **Insured** during the **Policy Period** and reported to the Company, in writing, during the ninety (90) days immediately following the effective date of such termination will be deemed to have been made on the last day of the **Policy Period**, provided that the **Claim** is otherwise covered under this Policy.
2. A **Claim** first made against the **Insured** and reported to the Company, in writing, during the ninety (90) days immediately following the effective date of such termination will be deemed to have been made on the last day of the **Policy Period**, provided such **Claim** arises from a **Pollution Incident** which commenced prior to such termination and is otherwise covered under this Policy.

### B. OPTIONAL EXTENDED REPORTING PERIOD

The **Named Insured** shall be entitled (except if this Policy is terminated for fraud or the non-payment of premium) to purchase an Optional **Extended Reporting Period** upon termination of this Policy subject to the following terms and conditions:

1. The **Named Insured** shall be entitled to purchase an Optional **Extended Reporting Period** of up to forty-eight (48) months beginning on the effective date of termination of this Policy for an additional premium of not more than 200% of the total Policy premium, provided that the **Named Insured** requests such Optional **Extended Reporting Period** in writing within thirty (30) days of the effective date of termination of this Policy;
2. Once the **Named Insured** has paid the additional premium, the Optional **Extended Reporting Period** may not be cancelled by the Company, and such premium shall be fully earned; and
3. The Optional **Extended Reporting Period** shall apply only to **Claims** first made against the **Insured** and reported to the Company during the Optional **Extended Reporting Period**, but only if such **Claims** arise from a **Pollution Incident** which commenced prior to termination of this Policy and are otherwise covered by this Policy.

It is a condition precedent to the coverage provided in this paragraph B. that the **Named Insured** pay any additional premium within thirty (30) days of such termination.

Neither the Automatic **Extended Reporting Period** nor the Optional **Extended Reporting Period** shall modify, reinstate or increase the limits of liability of this Policy, and any payment made during the Automatic **Extended Reporting Period** or the Optional **Extended Reporting Period** shall reduce the available limits of liability.

## IX. DEFINITIONS

- A. **Bodily Injury** means physical injury, sickness, disease, building-related illness, mental anguish, shock or emotional distress, sustained by any person, including death resulting therefrom. **Bodily Injury** shall also include medical monitoring costs.

**B. Business Interruption Expenses means:**

1. Net profit or loss, including **Rental Value**, before taxes that would have been earned or incurred by the **Insured** during the **Period of Interruption**; and
2. Continuing normal operating expenses incurred by the **Insured** during the **Period of Interruption**, including payroll expense for employees of the **Insured**, except employees under contract, officers, executives, and department managers,

due to the reasonable and necessary interruption of the **Insured's** operations at a **Covered Property** during the **Period of Interruption**.

If the **Insured** would have incurred a net loss under Paragraph **B.1.** above, such net loss shall reduce the operating expenses recoverable under Paragraph **B.2.** above. Further, if the **Insured** could reduce the **Business Interruption Expenses** resulting from a **Period of Interruption** by complete or partial resumption of operations, or by making use of other property at the **Covered Property**, such reductions shall be taken into account in arriving at the amount of **Business Interruption Expenses**, as will the financial performance of the business before the **Period of Interruption** and the projected financial performance thereafter had no **Period of Interruption** occurred.

- C. **Cargo** means goods, products, or waste transported for delivery by a carrier properly licensed to transport such goods, products or waste.
- D. **Claim** means a demand, notice or assertion of a legal right alleging liability or responsibility on the part of the **Insured**.
- E. **Conveyance** means any auto, railcar, rolling stock, train, watercraft or aircraft. **Conveyance** shall not include pipelines.
- F. **Covered Property** means any location owned, leased, rented, operated or occupied by the **Named Insured**.
- G. **Emergency Response Expenses** means reasonable and necessary costs, charges and expenses, including **Legal Costs**, incurred in response to an imminent and substantial threat to human health or the environment and incurred within seven (7) days of the commencement of the **Pollution Incident** giving rise to such costs, charges and expenses to investigate, remove, dispose of, abate, contain, treat or test soil, surface water, groundwater or other contaminated media.

**Emergency Response Expenses** shall not include **Bodily Injury** or **Property Damage**.

- H. **Environmental Laws** means any federal, state, provincial, municipal or local laws, including, but not limited to, statutes, rules, ordinances, guidance documents, regulations and all amendments thereto, including state voluntary cleanup or risk based corrective action guidance, and governmental, judicial or administrative orders and directives, that are applicable to a **Pollution Incident**.
- I. **Environmental Professional** means an individual approved and designated by the Company in writing who is duly certified or licensed in a recognized field of environmental science as required by a state board, a professional association, or both, who meet certain minimum qualifications and who maintain specified levels of errors and omissions insurance coverage acceptable to the Company. The Company shall consult with the **insured** in conjunction with the selection of the **Environmental Professional**.
- J. **Extended Reporting Period** means the **Automatic Extended Reporting Period** or, if applicable, the **Optional Extended Reporting Period** of this Policy as set forth in Section VIII. of the Policy.
- K. **Extra Expenses** means reasonable and necessary expenses incurred by the **Insured**, over and above the **Insured's** continuing normal operating expenses, during the **Period of Interruption**, that the **Insured** would not have incurred had there been no **Pollution Incident** discovered at the **Covered Property**, provided that the expenses are incurred solely to avoid or minimize the interruption of business and to continue operations:
  1. At the **Covered Property**; or
  2. At replacement or temporary location(s), including:
    - a. Relocation expenses; and
    - b. Cost to equip and operate the replacement or temporary location(s).

**Extra Expenses** will be reduced by any salvage or other value of property obtained for temporary or other use during the **Period of Interruption** that remains after the resumption of normal operations.

- L. Flood** means a general and temporary condition of partial or complete inundation of two or more acres of normally dry land area or of two or more properties (at least one of which is the Insured's property) from:
1. Overflow of inland or tidal waters;
  2. Unusual and rapid accumulation or runoff of surface waters from any source;
  3. Mudflow; or
  4. Collapse or subsidence of land along the shore of a lake or similar body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels that result in a flood as defined above.
- M. Inception Date** means the applicable date set forth in **Item 3.** of the Declarations.
- N. Insured** means a **Named Insured**, and any past or present director, officer, partner, member, employee, temporary worker or leased worker of the **Named Insured** while acting within the scope of his or her duties as such.
- O. Insured Contract** means those contracts or agreements, if any, listed on a Schedule of Insured Contracts endorsed to this Policy.
- P. Insured's Products** means goods or products manufactured, sold, handles or distributed by the **Insured** or others trading under the **Insured's** name, and includes containers (other than automobiles, rolling stock, vessels or aircraft), materials, parts or equipment furnished in connection therewith, and includes warranties or representations made at any time with respect to the fitness, quality, durability, performance or use thereof, or the failure to provide warnings or instructions.
- Q. Legal Costs** means attorneys' fees and other costs, charges and expenses incurred in the investigation, adjustment, defense, or settlement of any **Claim** for **Loss**, or in connection with the payment of any **Remediation Expenses**. **Legal Costs** include the fees and expenses of consultants, expert witnesses, accountants, court reporters, and other vendors, for goods or services in connection with such investigation, adjustment, defense, or settlement, whether incurred by the **Insured**, defense counsel, or the Company.
- R. Legionella** means legionella pneumophila.
- S. Loss** means:
1. A monetary judgment, award or settlement of compensatory damages arising from **Bodily Injury** or **Property Damage**;
  2. Punitive, exemplary or multiplied damages, and civil fines, penalties and assessments to the extent any of the foregoing is insurable under applicable law, arising from **Bodily Injury** or **Property Damage**;
  3. **Legal Costs**;
  4. **Remediation Expenses**; and
  5. **Emergency Response Expenses**.
- T. Mold Matter** means mold, mildew, or fungi, whether or not such **Mold Matter** is living.
- U. Named Insured** means:
1. The person or entity identified in **Item 1.** of the Declarations; and
  2. Any other person or entity listed as a **Named Insured** by endorsement to this Policy.

- V. Natural Resource Damage** means the physical injury to or destruction of, as well as the assessment of such injury or destruction, including the resulting loss of value of land, fish, wildlife, biota, air, water, groundwater, drinking water supplies, and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States (including the resources of the fishery conservation zone established by the Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. 1801 et seq.)), any State, Local or Provincial government, any foreign government, any Native American tribe, or, if such resources are subject to a trust restriction on alienation, any member of a Native American tribe.
- W. Non-Owned Disposal Sites** means transfer, storage, treatment or disposal facilities which are utilized by the **Insured** for the transfer, storage, treatment or disposal of waste materials, which facilities are not owned, operated or rented by the **Insured**, provided that:
1. The transfer, storage, treatment or disposal facility is properly licensed and permitted by the appropriate federal, state or local authority to accept such waste materials as of the date of the transfer, storage, treatment or disposal of such waste materials; and
  2. The transfer, storage or disposal facility is not listed on a proposed or final Federal National Priorities List (Superfund), or any equivalent state or local list as of the earlier of: a) the **Inception Date**; or b) the inception date of the first Site Pollution Incident Legal Liability Select policy issued by the Company to the **Insured** of which this is a continuous and uninterrupted renewal.
- X. Period of Interruption** means the period of time that begins with the interruption of the **Insured's** operations at a **Covered Property** due to a **Pollution Incident** and ends on the earliest of **(1)** when the **Covered Property** is reasonably restored to operations, **(2)** when the **Covered Property** should have been restored to operations with reasonable speed and quality, or **(3)** when business activities resume at a new permanent location. The expiration date of this policy will not reduce the **Period of Interruption**. **Period of Interruption** shall not include any period of time prior to the commencement of normal operations at a **Covered Property**, including but not limited to a delay in the opening of or a delay in the completion of construction at a **Covered Property**. Notwithstanding anything above to the contrary, the **Period of Interruption** shall end on the date that the **Pollution Incident** giving rise to the **Period of Interruption** has been remediated to the extent that the **Insured** can reasonably resume their normal operations; and the **Period of Interruption** shall end on such date even if such resumption of operations is not possible due to any other cause(s).
- Y. Policy Period** means the applicable period stated in Item **3.** of the Declarations. However, if this Policy is cancelled by the **Named Insured** or the Company, the **Policy Period** terminates on the effective date and time of cancellation.
- Z. Pollutants** means any solid, liquid, gaseous or thermal irritant, or contaminant, including smoke, soot, vapors, fumes, acids, alkalis, chemicals, hazardous substances, hazardous materials, or waste materials, including medical, infectious and pathological wastes, at levels in excess of those naturally occurring.

**Pollutants** includes:

1. Electromagnetic fields;
2. **Mold Matter**; and
3. **Legionella**.

**AA. Pollution Incident** means:

1. the presence of **Mold Matter**; and
2. the discharge, dispersal, release, escape, migration, or seepage of **Pollutants** on, in, into, or upon land, **Conveyances**, structures, the atmosphere, any watercourse or body of water including surface water or groundwater.

**Pollution Incident** includes the illicit abandonment of **Pollutants** at a **Covered Property** provided that such abandonment was committed by parties other than **Insureds** and without the knowledge of a **Responsible Insured**.

**BB. Property Damage** means:

1. Physical injury to or destruction of tangible property of parties other than the **Insured**, including the resulting loss of use of that property;
2. Loss of use of tangible property owned by parties other than the **Insured**, that is not physically injured or destroyed;
3. Diminished value of property owned by parties other than the **Insured**; and
4. **Natural Resource Damage**.

**Property Damage** does not include **Remediation Expenses**.

**CC. Remediation Expenses** means reasonable and necessary expenses, including associated **Legal Costs** incurred with the Company's prior written consent, incurred to investigate, remove, dispose of, abate, contain, treat, neutralize, monitor or test soil, surface water, groundwater or other contaminated media:

1. To the extent required by **Environmental Laws** governing the liability or responsibilities of the **Insured** to respond to a **Pollution Incident**;
2. In the absence of item 1. above, to the extent recommended in writing by an **Environmental Professional**; or
3. To the extent incurred by the government or any political subdivision of the United States of America or any state, territory or possession thereof, or by parties other than **Insureds** to the extent the **Insured** is liable for such expenses.

**Remediation Expenses** also include **Restoration Costs**. **Remediation Expenses** do not include **Property Damage**.

**DD. Rental Value** means:

1. The total anticipated rental income from tenant occupancy of the **Covered Property** as furnished and equipped by the **Insured**;
2. All charges that are the legal obligation of the tenant(s) pursuant to a lease and that would otherwise be the **Insured's** obligations, and
3. The fair rental value of any portion of the **Covered Property** that is occupied by the **Insured** during the **Period of Interruption**, less any rental income the **Insured** could earn:
  - a. By complete or partial rental of the **Covered Property**, or
  - b. By making use of other property on the **Covered Property** or elsewhere.

**EE. Responsible Insured** means:

1. The manager or supervisor of the **Named Insured** responsible for environmental affairs or health and safety affairs, control or compliance at a **Covered Property**;
2. The manager of a **Covered Property**; or
3. Any officer, director, risk manager or partner of the **Named Insured**.

**FF. Restoration Costs** means reasonable and necessary costs incurred by the **Insured** with the Company's prior written consent, to repair, restore or replace damaged real or personal property damaged during work performed in the course of incurring **Remediation Expenses** in order to restore the property to the condition it was in prior to being damaged during such work. **Restoration Costs** shall not exceed the lesser of actual cash value of such real or personal property or the cost of repairing, restoring or replacing the damaged property with other property of like kind and quality. An adjustment for depreciation and physical condition shall be made in determining actual cash value. If a repair or replacement results in better than like kind or quality, the Company will not pay for the amount of the betterment, except to the extent such betterments of the damaged property entail the use of materials which are environmentally preferable to those materials which comprised the damaged property. Such environmentally preferable material must be certified as such by an applicable independent certifying body, where such certification is available, or, in the absence of such certification, based on the judgment of the Company in its sole discretion.

**GG. Transportation** means the movement of **Cargo** by a **Conveyance** to or from a **Covered Property** by the **Insured** or a third-party carrier from the time of movement from the point of origin until delivery to the final destination.

**Transportation** includes the carrier's loading and unloading of **Cargo** onto or from a **Conveyance** provided that the loading or unloading is performed by or on behalf of the **Named Insured**.

**HH. Underground Storage Tank** means any tank, including any piping and appurtenances connected to the tank located on or under a **Covered Property**, that has at least ten (10) percent of its combined volume underground.

**Underground Storage Tank** does not include:

1. Septic tanks, sump pumps or oil/water separators;
2. A tank that is enclosed within a basement or cellar, if the tank is upon or above the surface of the floor; or
3. Storm-water or wastewater collection systems.

**II. Waste Disposal Activities** means the processing, treatment or disposal, or the arranging for the processing, treatment or disposal, of waste at a **Non-Owned Disposal Site**, provided that such waste first originates from a **Covered Property**.

IN WITNESS WHEREOF, the Insurer has caused this Policy to be executed and attested, but this Policy will not be valid unless countersigned by a duly authorized representative of the Insurer, to the extent required by applicable law.

Ironshore Specialty Insurance Company by:



Secretary



President



# WORKERS COMPENSATION APPLICATION

DATE (MM/DD/YYYY)  
4/28/2016

AGENCY NAME AND ADDRESS <b>Warren Reed Insurance, Inc.</b> 1521 Highway 395 North Gardnerville, NV 89410 Alan G. Reed		COMPANY: <b>Employers Ins. Co. of Nevada</b>	
PRODUCER NAME: <b>Alan G. Reed</b>		UNDERWRITER:	
CS REPRESENTATIVE NAME: <b>Denise Rudnick</b>		APPLICANT NAME: <b>Minden Gardnerville</b>	
OFFICE PHONE: <b>775-782-2277</b> (A/C. No., Ext):		OFFICE PHONE: MOBILE PHONE:	
MOBILE PHONE:		MAILING ADDRESS (including ZIP + 4 or Canadian Postal Code) <b>Sanitation District</b> <b>P O Box 568</b> <b>Minden, NV 89423</b>	
FAX (A/C. No.): <b>775-782-7387</b>		YRS IN BUS: <b>40</b>	
E-MAIL ADDRESS:		SIC:	
CODE: SUB CODE:		NAICS: WEBSITE ADDRESS:	
AGENCY CUSTOMER ID: <b>MINDE-2</b>		E-MAIL ADDRESS: <b>frankjohnson@mgsdistrict.org</b>	
CREDIT BUREAU NAME:		TRUST <input type="checkbox"/> UNINCORPORATED ASSOCIATION	
FEDERAL EMPLOYER ID NUMBER: <b>880149022</b>		PARTNERSHIP <input type="checkbox"/> CORPORATION <input type="checkbox"/> LLC <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> OTHER:	
NCCI RISK ID NUMBER:		ID NUMBER:	
OTHER RATING BUREAU ID OR STATE EMPLOYER REGISTRATION NUMBER:			

<b>STATUS OF SUBMISSION</b>		<b>BILLING / AUDIT INFORMATION</b>	
<input type="checkbox"/> QUOTE <input type="checkbox"/> BOUND (Give date and/or attach copy) <input type="checkbox"/> ASSIGNED RISK (Attach ACORD 133)	<input type="checkbox"/> ISSUE POLICY	BILLING PLAN <input type="checkbox"/> AGENCY BILL <input checked="" type="checkbox"/> DIRECT BILL	PAYMENT PLAN <input checked="" type="checkbox"/> ANNUAL <input type="checkbox"/> SEMI-ANNUAL <input type="checkbox"/> QUARTERLY % DOWN:
		AUDIT <input checked="" type="checkbox"/> AT EXPIRATION <input type="checkbox"/> SEMI-ANNUAL <input type="checkbox"/> QUARTERLY	

LOC #	HIGHEST FLOOR	STREET, CITY, COUNTY, STATE, ZIP CODE
001		1790 Hwy 395 S. Minden, NV 89423 <b>Douglas</b>
		1790 Hwy 395 S. Minden, NV 89423

PROPOSED EFF DATE <b>07/01/16</b>	PROPOSED EXP DATE <b>07/01/17</b>	NORMAL ANNIVERSARY RATING DATE	PARTICIPATING <input checked="" type="checkbox"/> NON-PARTICIPATING	RETRO PLAN
PART 1 - WORKERS COMPENSATION (States)	PART 2 - EMPLOYER'S LIABILITY	PART 3 - OTHER STATES INS	DEDUCTIBLES (N / A in WI)	AMOUNT / % (N / A in WI)
\$	<b>100,000</b> EACH ACCIDENT		<input type="checkbox"/> MEDICAL	<input type="checkbox"/> U.S.L. & H. VOLUNTARY COMP
\$	<b>500,000</b> DISEASE-POLICY LIMIT		<input type="checkbox"/> INDEMNITY	<input type="checkbox"/> FOREIGN COV
\$	<b>100,000</b> DISEASE-EACH EMPLOYEE			<input type="checkbox"/> MANAGED CARE OPTION
DIVIDEND PLAN/SAFETY GROUP	ADDITIONAL COMPANY INFORMATION			
SPECIFY ADDITIONAL COVERAGES / ENDORSEMENTS (Attach ACORD 101, Additional Remarks Schedule, if more space is required)				

<b>TOTAL ESTIMATED ANNUAL PREMIUM - ALL STATES</b>		
TOTAL ESTIMATED ANNUAL PREMIUM ALL STATES \$ <b>0.00</b>	TOTAL MINIMUM PREMIUM ALL STATES \$ <b>0.00</b>	TOTAL DEPOSIT PREMIUM ALL STATES \$

<b>CONTACT INFORMATION</b>				
TYPE	NAME	OFFICE PHONE	MOBILE PHONE	E-MAIL
INSPECTION	<b>Frank Johnson</b>	<b>775-782-3546</b>		
ACCTNG RECORD	<b>same</b>			
CLAIMS INFO	<b>same</b>			

<b>INDIVIDUALS INCLUDED / EXCLUDED</b>									
PARTNERS, OFFICERS, RELATIVES ( Must be employed by business operations) TO BE INCLUDED OR EXCLUDED (Remuneration/Payroll to be included must be part of rating information section.) Exclusions in Missouri must meet the requirements of Section 287.090 RSMo.									
STATE	LOC #	NAME	DATE OF BIRTH	TITLE/ RELATIONSHIP	OWNER-SHIP %	DUTIES	INC/EXC	CLASS CODE	REMUNERATION/PAYROLL





**PRIOR CARRIER INFORMATION / LOSS HISTORY**

PROVIDE INFORMATION FOR THE PAST 5 YEARS AND USE THE REMARKS SECTION FOR LOSS DETAILS					LOSS RUN ATTACHED	
YEAR	CARRIER & POLICY NUMBER	ANNUAL PREMIUM	MOD	# CLAIMS	AMOUNT PAID	RESERVE
2011	CO: <b>EMEMPLOYERS</b>	12,379.00	.880			
	POL #: <b>NWC008136221</b>					
	CO:					
	POL #:					
	CO:					
	POL #:					
	CO:					
	POL #:					
	CO:					
	POL #:					

**NATURE OF BUSINESS / DESCRIPTION OF OPERATIONS**

GIVE COMMENTS AND DESCRIPTIONS OF BUSINESS, OPERATIONS AND PRODUCTS: MANUFACTURING - RAW MATERIALS, PROCESSES, PRODUCT, EQUIPMENT; CONTRACTOR - TYPE OF WORK, SUB-CONTRACTS; MERCANTILE - MERCHANDISE, CUSTOMERS, DELIVERIES; SERVICE - TYPE, LOCATION; FARM - ACREAGE, ANIMALS, MACHINERY, SUB-CONTRACTS.

**Sanitation District**

**GENERAL INFORMATION**

EXPLAIN ALL "YES" RESPONSES	Y / N
1. DOES APPLICANT OWN, OPERATE OR LEASE AIRCRAFT / WATERCRAFT?	N
2. DO / HAVE PAST, PRESENT OR DISCONTINUED OPERATIONS INVOLVE(D) STORING, TREATING, DISCHARGING, APPLYING, DISPOSING, OR TRANSPORTING OF HAZARDOUS MATERIAL? (e.g. landfills, wastes, fuel tanks, etc)	N
3. ANY WORK PERFORMED UNDERGROUND OR ABOVE 15 FEET?	N
4. ANY WORK PERFORMED ON BARGES, VESSELS, DOCKS, BRIDGE OVER WATER?	N
5. IS APPLICANT ENGAGED IN ANY OTHER TYPE OF BUSINESS?	N
6. ARE SUB-CONTRACTORS USED? (If "YES", give % of work subcontracted)	N
7. ANY WORK SUBLET WITHOUT CERTIFICATES OF INSURANCE? (If "YES", payroll for this work must be included in the State Rating Worksheet on Page 2)	N
8. IS A WRITTEN SAFETY PROGRAM IN OPERATION?	Y
9. ANY GROUP TRANSPORTATION PROVIDED?	N
10. ANY EMPLOYEES UNDER 16 OR OVER 60 YEARS OF AGE?	N
11. ANY SEASONAL EMPLOYEES?	N
12. IS THERE ANY VOLUNTEER OR DONATED LABOR? (If "YES", please specify)	N
13. ANY EMPLOYEES WITH PHYSICAL HANDICAPS?	N
14. DO EMPLOYEES TRAVEL OUT OF STATE? (If "YES", indicate state(s) of travel and frequency)	N
15. ARE ATHLETIC TEAMS SPONSORED?	N

**GENERAL INFORMATION (continued)**

EXPLAIN ALL "YES" RESPONSES	Y / N
16. ARE PHYSICALS REQUIRED AFTER OFFERS OF EMPLOYMENT ARE MADE?	N
17. ANY OTHER INSURANCE WITH THIS INSURER?	N
18. ANY PRIOR COVERAGE DECLINED / CANCELLED / NON-RENEWED IN THE LAST THREE (3) YEARS? (Missouri Applicants - Do not answer this question)	Y
19. ARE EMPLOYEE HEALTH PLANS PROVIDED?	N
20. DO ANY EMPLOYEES PERFORM WORK FOR OTHER BUSINESSES OR SUBSIDIARIES?	N
21. DO YOU LEASE EMPLOYEES TO OR FROM OTHER EMPLOYERS?	N
22. DO ANY EMPLOYEES PREDOMINANTLY WORK AT HOME? If "YES", # of Employees: _____	N
23. ANY TAX LIENS OR BANKRUPTCY WITHIN THE LAST FIVE (5) YEARS? (If "YES", please specify)	N
24. ANY UNDISPUTED AND UNPAID WORKERS COMPENSATION PREMIUM DUE FROM YOU OR ANY COMMONLY MANAGED OR OWNED ENTERPRISES? IF YES, EXPLAIN INCLUDING ENTITY NAME(S) AND POLICY NUMBER(S).	N

**SIGNATURE**

Copy of the Notice of Information Practices (Privacy) has been given to the applicant. (Not required in all states, contact your agent or broker for your state's requirements.)			
<p>PERSONAL INFORMATION ABOUT YOU, INCLUDING INFORMATION FROM A CREDIT OR OTHER INVESTIGATIVE REPORT, MAY BE COLLECTED FROM PERSONS OTHER THAN YOU IN CONNECTION WITH THIS APPLICATION FOR INSURANCE AND SUBSEQUENT AMENDMENTS AND RENEWALS. SUCH INFORMATION AS WELL AS OTHER PERSONAL AND PRIVILEGED INFORMATION COLLECTED BY US OR OUR AGENTS MAY IN CERTAIN CIRCUMSTANCES BE DISCLOSED TO THIRD PARTIES WITHOUT YOUR AUTHORIZATION. CREDIT SCORING INFORMATION MAY BE USED TO HELP DETERMINE EITHER YOUR ELIGIBILITY FOR INSURANCE OR THE PREMIUM YOU WILL BE CHARGED. WE MAY USE A THIRD PARTY IN CONNECTION WITH THE DEVELOPMENT OF YOUR SCORE. YOU MAY HAVE THE RIGHT TO REVIEW YOUR PERSONAL INFORMATION IN OUR FILES AND REQUEST CORRECTION OF ANY INACCURACIES. YOU MAY ALSO HAVE THE RIGHT TO REQUEST IN WRITING THAT WE CONSIDER EXTRAORDINARY LIFE CIRCUMSTANCES IN CONNECTION WITH THE DEVELOPMENT OF YOUR CREDIT SCORE. THESE RIGHTS MAY BE LIMITED IN SOME STATES. PLEASE CONTACT YOUR AGENT OR BROKER TO LEARN HOW THESE RIGHTS MAY APPLY IN YOUR STATE OR FOR INSTRUCTIONS ON HOW TO SUBMIT A REQUEST TO US FOR A MORE DETAILED DESCRIPTION OF YOUR RIGHTS AND OUR PRACTICES REGARDING PERSONAL INFORMATION. (Not applicable in AZ, CA, DE, KS, MA, MN, ND, NY, OR, VA, or WV. Specific ACORD 38s are available for applicants in these states.)</p> <p style="text-align: right;">(Applicant's Initials): _____</p>			
<p>Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects that person to criminal and civil penalties (In Oregon, the aforementioned actions may constitute a fraudulent insurance act which may be a crime and may subject the person to penalties). (In New York, the civil penalty is not to exceed five thousand dollars (\$5,000) and the stated value of the claim for each such violation). (Not applicable in AL, AR, AZ, CO, DC, FL, KS, LA, ME, MD, MN, NM, OK, PR, RI, TN, VA, VT, WA and WV).</p> <p><b>Applicable in AL, AR, AZ, DC, LA, MD, NM, RI and WV:</b> Any person who knowingly (or willfully in MD) presents a false or fraudulent claim for payment of a loss or benefit or who knowingly (or willfully in MD) presents false information in an application for insurance is guilty of a crime and may be subject to fines or confinement in prison.</p> <p><b>Applicable in Colorado:</b> It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the department of regulatory agencies.</p> <p><b>Applicable in Florida and Oklahoma:</b> Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (In FL, a person is guilty of a felony of the third degree).</p> <p><b>Applicable in Kansas:</b> Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.</p> <p><b>Applicable in Maine, Tennessee, Virginia and Washington:</b> It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.</p> <p><b>Applicable in Puerto Rico:</b> Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances be present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.</p> <p><b>Applicable in Utah:</b> Any person who knowingly presents false or fraudulent underwriting information, files or causes to be filed a false or fraudulent claim for disability compensation or medical benefits, or submits a false or fraudulent report or billing for health care fees or other professional services is guilty of a crime and may be subject to fines and confinement in state prison.</p>			
THE UNDERSIGNED IS AN AUTHORIZED REPRESENTATIVE OF THE APPLICANT AND REPRESENTS THAT REASONABLE INQUIRY HAS BEEN MADE TO OBTAIN THE ANSWERS TO QUESTIONS ON THIS APPLICATION. HE/SHE REPRESENTS THAT THE ANSWERS ARE TRUE, CORRECT AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE.			
APPLICANT'S SIGNATURE (Must be Officer, Owner or Partner)	DATE	PRODUCER'S SIGNATURE <b>Alan G. Reed</b>	NATIONAL PRODUCER NUMBER

STATE RATING WORKSHEET

FOR MULTIPLE STATES, ATTACH AN ADDITIONAL PAGE 2 OF THIS FORM

RATING INFORMATION - STATE: NV

LOC #	CLASS CODE	DESCR CODE	CATEGORIES, DUTIES, CLASSIFICATIONS	# EMPLOYEES		SIC	NAICS	ESTIMATED ANNUAL REMUNERATION/ PAYROLL	RATE	ESTIMATED ANNUAL MANUAL PREMIUM
				FULL TIME	PART TIME					
001	7580		Sewage Disposal	10				328,878		
	8810		Clerical	3				87,000		

PREMIUM					
STATE: NV	FACTOR	FACTORED PREMIUM		FACTOR	FACTORED PREMIUM
TOTAL	N/A	\$			\$
INCREASED LIMITS		\$	SCHEDULE RATING *		\$
DEDUCTIBLE *		\$	CCPAP		\$
		\$	STANDARD PREMIUM		\$
EXPERIENCE OR MERIT MODIFICATION		\$	PREMIUM DISCOUNT		\$
		\$	EXPENSE CONSTANT	N/A	\$
ASSIGNED RISK SURCHARGE *		\$	TAXES / ASSESSMENTS *	N/A	\$
ARAP *		\$			\$
* N/A in Wisconsin					
TOTAL ESTIMATED ANNUAL PREMIUM		MINIMUM PREMIUM	DEPOSIT PREMIUM		
\$		\$	\$		

REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)



## WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: MINDEN GARDNERVILLE SEE ATTACHED

Risk ID: 270017177

Rating Effective Date: 07/01/2016

Production Date: 02/25/2016

State: NEVADA

State	Wt	SRP	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
NV	.08	0	13,304	20,204	6,900	0	17,875	448	448
(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses	
.08		13,304	20,204	6,900	0	17,875	134	134	
			Primary Losses	Stabilizing Value		Ratable Excess		Totals	
Actual			(I) 134	C * (1 - A) + G 30,115		(A) * (F) 0		(J) 30,249	
Expected			(E) 6,900	C * (1 - A) + G 30,115		(A) * (C) 1,064		(K) 38,079	
			ARAP	FLARAP	SARAP	MAARAP	Exp Mod		
Factors			1.00					(J) / (K) .79	

RATING REFLECTS A DECREASE OF 70% MEDICAL ONLY PRIMARY AND EXCESS LOSS DOLLARS WHERE ERA IS APPLIED.

Carrier: 41394 - 002 Policy: EIG135288404

Eff-Date: 07/01/2015 Exp-Date: 07/01/2016

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# WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: MINDEN GARDNERVILLE SEE ATTACHED

Risk ID: 270017177

Rating Effective Date: 07/01/2016

Production Date: 02/25/2016

State: NEVADA

27-NEVADA

Firm ID: Firm Name: MINDEN GARDNERVILLE SEE ATTACHED

Carrier: 34924 Policy No. EIG135288401 Eff Date: 07/01/2012 Exp Date: 07/01/2013

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
7580	2.03	.34	318,122	6,458	2,196					
8810	.13	.42	100,200	130	55					
<b>Policy Total:</b>			<b>418,322</b>	<b>Subject Premium:</b>	<b>18,242</b>	<b>Total Act Inc Losses:</b>			<b>0</b>	

27-NEVADA

Firm ID: Firm Name: MINDEN GARDNERVILLE SEE ATTACHED

Carrier: 34924 Policy No. EIG135288402 Eff Date: 07/01/2013 Exp Date: 07/01/2014

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
7580	2.03	.34	328,878	6,676	2,270	2014230302	06	F	448	448
8810	.13	.42	87,000	113	47					
<b>Policy Total:</b>			<b>415,878</b>	<b>Subject Premium:</b>	<b>20,512</b>	<b>Total Act Inc Losses:</b>			<b>448</b>	

27-NEVADA

Firm ID: Firm Name: MINDEN GARDNERVILLE SEE ATTACHED

Carrier: 34924 Policy No. EIG135288403 Eff Date: 07/01/2014 Exp Date: 07/01/2015

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
7580	2.03	.34	329,663	6,692	2,275					
8810	.13	.42	104,100	135	57					
<b>Policy Total:</b>			<b>433,763</b>	<b>Subject Premium:</b>	<b>20,577</b>	<b>Total Act Inc Losses:</b>			<b>0</b>	

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\* Total by Policy Year of all cases \$2000 or less.

D Disease Loss

X Ex-Medical Coverage

U USL&HW

C Catastrophic Loss

E Employers Liability Loss

# Limited Loss



**Claims History Report (Loss Run)**

Loss Ratio Includes net expenses  
\*Amount does not reflect deductible

Losses Incurred Since: 7/1/11

Policyholder: MINDEN-GARDNERVILLE SANITATION

Agency: 1433000 - WARREN W REED INSURANCE INC

Policy: EIG135288404		7/1/15 - 7/1/16		Median Days to Report Claim: 0		Earned Premium: \$13,576		Loss Ratio: 0.0%		Employers Compensation Insurance Company						
Injured Employee	Claim Number	Fatalities	Injury Date & Time	Status	Injury Source	Body Part	Injury Type	Class	Medical Paid	Medical Reserve	Indemnity Paid	Indemnity Reserve	Recovery	Deductible	Total Incurred*	Net Expense
Total claims from this policy period: 0																
Policy: EIG135288403		7/1/14 - 7/1/15		Median Days to Report Claim: 0		Earned Premium: \$16,643		Loss Ratio: 0.0%		Employers Insurance Company of Nevada						
Injured Employee	Claim Number	Fatalities	Injury Date & Time	Status	Injury Source	Body Part	Injury Type	Class	Medical Paid	Medical Reserve	Indemnity Paid	Indemnity Reserve	Recovery	Deductible	Total Incurred*	Net Expense
Total claims from this policy period: 0																
Policy: EIG135288402		7/1/13 - 7/1/14		Median Days to Report Claim: 1		Earned Premium: \$16,961		Loss Ratio: 2.8%		Employers Insurance Company of Nevada						
Injured Employee	Claim Number	Fatalities	Injury Date & Time	Status	Injury Source	Body Part	Injury Type	Class	Medical Paid	Medical Reserve	Indemnity Paid	Indemnity Reserve	Recovery	Deductible	Total Incurred*	Net Expense
Sheets, Timothy	2014230302	N	4/16/14 11:00 AM	Closed	Foreign Body (In Eye)	Eyes	Foreign Body	7580	\$448	\$0	\$0	\$0	\$0	\$0	\$448	\$26
Total claims from this policy period: 1																
Policy: EIG135288401		7/1/12 - 7/1/13		Median Days to Report Claim: 0		Earned Premium: \$15,961		Loss Ratio: 0.0%		Employers Insurance Company of Nevada						
Injured Employee	Claim Number	Fatalities	Injury Date & Time	Status	Injury Source	Body Part	Injury Type	Class	Medical Paid	Medical Reserve	Indemnity Paid	Indemnity Reserve	Recovery	Deductible	Total Incurred*	Net Expense
Total claims from this policy period: 0																
Policy: EIG135288400		7/1/11 - 7/1/12		Median Days to Report Claim: 0		Earned Premium: \$12,930		Loss Ratio: 0.0%		Employers Insurance Company of Nevada						
Injured Employee	Claim Number	Fatalities	Injury Date & Time	Status	Injury Source	Body Part	Injury Type	Class	Medical Paid	Medical Reserve	Indemnity Paid	Indemnity Reserve	Recovery	Deductible	Total Incurred*	Net Expense
Total claims from this policy period: 0																
Combined for all periods: \$448 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$448 \$26																
Total Claims: 1 Earned Premium: \$76,071 Loss Ratio: 0.6%																

Data as of 4/28/16

**PUBLIC AGENCY COMPENSATION TRUST**  
**PROSPECTIVE MEMBERS UNDERWRITING REVIEW**

**Name of Entity:** Minden Gardnerville Sanitation District

**Related Entities to be Included:** none

**Insurance Agent:** Warren Reed Insurance - Jim Norton

**Experience Modification Factor:** .79 NCCI

**Estimated Annual Premium:** \$ 15,000

**Date:** 5/13/2016

<u>Criteria</u>	<u>Considered</u>	<u>Required</u>	<u>Comments</u>
Cooperative Attitude Toward Loss Control		X	Yes
Exposures Acceptable		X	Sanitation services Douglas Count
Policies/Procedures Exist For Critical Operations		X	Yes
Loss Experience Acceptable		X	Yes
Well-Maintained Facilities and Equipment	X		Yes
Sound Financial Condition	X		Yes
Quality of Management/Stability of Board	X		Good
Employee Procedures Manual	X		Yes (NPAIP Member - uses HR)
Training Programs for Employees	X		Yes
Urban vs. Rural Location	X		Rural
Established Risk Management and Safety Program	X		Yes
Unusual Operations	X		No

**Attachment:** None

Policy History Recap (Premium and Losses)	Year	Losses	Premiums
	2011-2012	\$ -	\$ 12,930
	2012-2013	\$ -	\$ 15,961
	2013-2014	\$ 448	\$ 16,961
	2014-2015	\$ -	\$ 16,643
	2015-2016	\$ -	\$ 13,676







# WORKERS COMPENSATION APPLICATION

DATE (MM/DD/YYYY)  
4/28/2016

AGENCY NAME AND ADDRESS <b>Warren Reed Insurance, Inc.</b> 1521 Highway 395 North Gardnerville, NV 89410 Jim Norton		COMPANY: <b>Employers Ins. Co. of Nevada</b>	
PRODUCER NAME: <b>Jim Norton</b>		UNDERWRITER:	
CS REPRESENTATIVE NAME: <b>Carolyn Mitchell</b>		APPLICANT NAME: <b>Kingsbury General Improvement</b>	
OFFICE PHONE: <b>775-782-2277</b> (A/C, No, Ext):		OFFICE PHONE: MOBILE PHONE:	
MOBILE PHONE:		MAILING ADDRESS (including ZIP + 4 or Canadian Postal Code) <b>District          P.O. Box 2220          Stateline, NV 89449</b>	
FAX (A/C, No): <b>775-782-7387</b>		YRS IN BUS:	
E-MAIL ADDRESS:		SIC:	
CODE: SUB CODE:		NAICS: WEBSITE ADDRESS:	
AGENCY CUSTOMER ID: <b>KINGS-2</b>		E-MAIL ADDRESS: <b>cam@kgid.org</b>	
SOLE PROPRIETOR <input type="checkbox"/> CORPORATION <input type="checkbox"/> LLC <input type="checkbox"/> TRUST <input type="checkbox"/> UNINCORPORATED ASSOCIATION <input type="checkbox"/>		PARTNERSHIP <input type="checkbox"/> SUBCHAPTER "S" CORP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> OTHER: <b>Public</b> <input checked="" type="checkbox"/>	
CREDIT BUREAU NAME:		ID NUMBER:	
FEDERAL EMPLOYER ID NUMBER: <b>88-0094898</b>		NCCI RISK ID NUMBER: <b>270009387</b>	
OTHER RATING BUREAU ID OR STATE EMPLOYER REGISTRATION NUMBER			

<b>STATUS OF SUBMISSION</b> <input type="checkbox"/> QUOTE <input checked="" type="checkbox"/> ISSUE POLICY <input type="checkbox"/> BOUND (Give date and/or attach copy) <input type="checkbox"/> ASSIGNED RISK (Attach ACORD 133)		<b>BILLING / AUDIT INFORMATION</b> BILLING PLAN: <input type="checkbox"/> AGENCY BILL <input checked="" type="checkbox"/> DIRECT BILL PAYMENT PLAN: <input type="checkbox"/> ANNUAL <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> SEMI-ANNUAL <input type="checkbox"/> QUARTERLY % DOWN:		AUDIT: <input checked="" type="checkbox"/> AT EXPIRATION <input type="checkbox"/> MONTHLY <input type="checkbox"/> SEMI-ANNUAL <input type="checkbox"/> QUARTERLY	
--	--	---	--	---	--

LOC #	HIGHEST FLOOR	STREET, CITY, COUNTY, STATE, ZIP CODE
001		255 Kingsbury Grade Stateline, NV 89449 Douglas

PROPOSED EFF DATE <b>07/01/16</b>	PROPOSED EXP DATE <b>07/01/17</b>	NORMAL ANNIVERSARY RATING DATE <b>08/24/99</b>	<input checked="" type="checkbox"/> PARTICIPATING <input type="checkbox"/> NON-PARTICIPATING	RETRO PLAN	
PART 1 - WORKERS COMPENSATION (States) <b>NV</b>	PART 2 - EMPLOYER'S LIABILITY \$ <b>1,000,000</b> EACH ACCIDENT \$ <b>1,000,000</b> DISEASE-POLICY LIMIT \$ <b>1,000,000</b> DISEASE-EACH EMPLOYEE	PART 3 - OTHER STATES INS	DEDUCTIBLES (N / A in WI) <input type="checkbox"/> MEDICAL <input type="checkbox"/> INDEMNITY	AMOUNT / % (N / A in WI) <input type="checkbox"/> U.S.L. & H. VOLUNTARY COMP <input type="checkbox"/> FOREIGN COV	<input type="checkbox"/> MANAGED CARE OPTION
DIVIDEND PLAN/SAFETY GROUP <b>Sliding scale</b>		ADDITIONAL COMPANY INFORMATION			
SPECIFY ADDITIONAL COVERAGES / ENDORSEMENTS (Attach ACORD 101, Additional Remarks Schedule, if more space is required) <b>All State if any</b>					

<b>TOTAL ESTIMATED ANNUAL PREMIUM - ALL STATES</b>		
TOTAL ESTIMATED ANNUAL PREMIUM ALL STATES \$ <b>0.00</b>	TOTAL MINIMUM PREMIUM ALL STATES \$ <b>0.00</b>	TOTAL DEPOSIT PREMIUM ALL STATES \$

TYPE	NAME	OFFICE PHONE	MOBILE PHONE	E-MAIL
INSPECTION	<b>Candi Rohr</b>	<b>775-588-3548</b>		
ACCTNG RECORD	<b>Same</b>			
CLAIMS INFO	<b>Same</b>			

<b>INDIVIDUALS INCLUDED / EXCLUDED</b> PARTNERS, OFFICERS, RELATIVES ( Must be employed by business operations) TO BE INCLUDED OR EXCLUDED (Remuneration/Payroll to be included must be part of rating information section.) Exclusions in Missouri must meet the requirements of Section 287.090 RSMo.									
STATE	LOC #	NAME	DATE OF BIRTH	TITLE/ RELATIONSHIP	OWNER-SHIP %	DUTIES	INC/EXC	CLASS CODE	REMUNERATION/PAYROLL



**PRIOR CARRIER INFORMATION / LOSS HISTORY**

PROVIDE INFORMATION FOR THE PAST 5 YEARS AND USE THE REMARKS SECTION FOR LOSS DETAILS						<input checked="" type="checkbox"/>	LOSS RUN ATTACHED
YEAR	CARRIER & POLICY NUMBER	ANNUAL PREMIUM	MOD	# CLAIMS	AMOUNT PAID	RESERVE	
	CO: <b>EICN</b> POL #: <b>NWC061915-09</b>	0.00					
	CO: POL #:						
	CO: POL #:						
	CO: POL #:						
	CO: POL #:						

**NATURE OF BUSINESS / DESCRIPTION OF OPERATIONS**

GIVE COMMENTS AND DESCRIPTIONS OF BUSINESS, OPERATIONS AND PRODUCTS: MANUFACTURING - RAW MATERIALS, PROCESSES, PRODUCT, EQUIPMENT; CONTRACTOR - TYPE OF WORK, SUB-CONTRACTS; MERCANTILE - MERCHANDISE, CUSTOMERS, DELIVERIES; SERVICE - TYPE, LOCATION; FARM - ACREAGE, ANIMALS, MACHINERY, SUB-CONTRACTS.

**General Improvement District - Sewer, Water and Roads**

**GENERAL INFORMATION**

EXPLAIN ALL "YES" RESPONSES	Y / N
1. DOES APPLICANT OWN, OPERATE OR LEASE AIRCRAFT / WATERCRAFT?	N
2. DO / HAVE PAST, PRESENT OR DISCONTINUED OPERATIONS INVOLVE(D) STORING, TREATING, DISCHARGING, APPLYING, DISPOSING, OR TRANSPORTING OF HAZARDOUS MATERIAL? (e.g. landfills, wastes, fuel tanks, etc)	N
3. ANY WORK PERFORMED UNDERGROUND OR ABOVE 15 FEET?	N
4. ANY WORK PERFORMED ON BARGES, VESSELS, DOCKS, BRIDGE OVER WATER?	N
5. IS APPLICANT ENGAGED IN ANY OTHER TYPE OF BUSINESS?	N
6. ARE SUB-CONTRACTORS USED? (If "YES", give % of work subcontracted)	Y
7. ANY WORK SUBLET WITHOUT CERTIFICATES OF INSURANCE? (If "YES", payroll for this work must be included in the State Rating Worksheet on Page 2)	N
8. IS A WRITTEN SAFETY PROGRAM IN OPERATION?	Y
9. ANY GROUP TRANSPORTATION PROVIDED?	N
10. ANY EMPLOYEES UNDER 16 OR OVER 60 YEARS OF AGE?	N
11. ANY SEASONAL EMPLOYEES?	N
12. IS THERE ANY VOLUNTEER OR DONATED LABOR? (If "YES", please specify)	N
13. ANY EMPLOYEES WITH PHYSICAL HANDICAPS?	N
14. DO EMPLOYEES TRAVEL OUT OF STATE? (If "YES", indicate state(s) of travel and frequency)	Y
15. ARE ATHLETIC TEAMS SPONSORED?	N

**GENERAL INFORMATION (continued)**

EXPLAIN ALL "YES" RESPONSES	Y / N
16. ARE PHYSICALS REQUIRED AFTER OFFERS OF EMPLOYMENT ARE MADE?	Y
17. ANY OTHER INSURANCE WITH THIS INSURER?	N
18. ANY PRIOR COVERAGE DECLINED / CANCELLED / NON-RENEWED IN THE LAST THREE (3) YEARS? (Missouri Applicants - Do not answer this question)	N
19. ARE EMPLOYEE HEALTH PLANS PROVIDED?	Y
20. DO ANY EMPLOYEES PERFORM WORK FOR OTHER BUSINESSES OR SUBSIDIARIES?	N
21. DO YOU LEASE EMPLOYEES TO OR FROM OTHER EMPLOYERS?	N
22. DO ANY EMPLOYEES PREDOMINANTLY WORK AT HOME? If "YES", # of Employees: _____	N
23. ANY TAX LIENS OR BANKRUPTCY WITHIN THE LAST FIVE (5) YEARS? (If "YES", please specify)	
24. ANY UNDISPUTED AND UNPAID WORKERS COMPENSATION PREMIUM DUE FROM YOU OR ANY COMMONLY MANAGED OR OWNED ENTERPRISES? IF YES, EXPLAIN INCLUDING ENTITY NAME(S) AND POLICY NUMBER(S).	

**SIGNATURE**

Copy of the Notice of Information Practices (Privacy) has been given to the applicant. (Not required in all states, contact your agent or broker for your state's requirements.)

PERSONAL INFORMATION ABOUT YOU, INCLUDING INFORMATION FROM A CREDIT OR OTHER INVESTIGATIVE REPORT, MAY BE COLLECTED FROM PERSONS OTHER THAN YOU IN CONNECTION WITH THIS APPLICATION FOR INSURANCE AND SUBSEQUENT AMENDMENTS AND RENEWALS. SUCH INFORMATION AS WELL AS OTHER PERSONAL AND PRIVILEGED INFORMATION COLLECTED BY US OR OUR AGENTS MAY IN CERTAIN CIRCUMSTANCES BE DISCLOSED TO THIRD PARTIES WITHOUT YOUR AUTHORIZATION. CREDIT SCORING INFORMATION MAY BE USED TO HELP DETERMINE EITHER YOUR ELIGIBILITY FOR INSURANCE OR THE PREMIUM YOU WILL BE CHARGED. WE MAY USE A THIRD PARTY IN CONNECTION WITH THE DEVELOPMENT OF YOUR SCORE. YOU MAY HAVE THE RIGHT TO REVIEW YOUR PERSONAL INFORMATION IN OUR FILES AND REQUEST CORRECTION OF ANY INACCURACIES. YOU MAY ALSO HAVE THE RIGHT TO REQUEST IN WRITING THAT WE CONSIDER EXTRAORDINARY LIFE CIRCUMSTANCES IN CONNECTION WITH THE DEVELOPMENT OF YOUR CREDIT SCORE. THESE RIGHTS MAY BE LIMITED IN SOME STATES. PLEASE CONTACT YOUR AGENT OR BROKER TO LEARN HOW THESE RIGHTS MAY APPLY IN YOUR STATE OR FOR INSTRUCTIONS ON HOW TO SUBMIT A REQUEST TO US FOR A MORE DETAILED DESCRIPTION OF YOUR RIGHTS AND OUR PRACTICES REGARDING PERSONAL INFORMATION.  
(Not applicable in AZ, CA, DE, KS, MA, MN, ND, NY, OR, VA, or WV. Specific ACORD 38s are available for applicants in these states.) (Applicant's Initials): \_\_\_\_\_

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects that person to criminal and civil penalties (In Oregon, the aforementioned actions may constitute a fraudulent insurance act which may be a crime and may subject the person to penalties). (In New York, the civil penalty is not to exceed five thousand dollars (\$5,000) and the stated value of the claim for each such violation). (Not applicable in AL, AR, AZ, CO, DC, FL, KS, LA, ME, MD, MN, NM, OK, PR, RI, TN, VA, VT, WA and WV).

**Applicable in AL, AR, AZ, DC, LA, MD, NM, RI and WV:** Any person who knowingly (or willfully in MD) presents a false or fraudulent claim for payment of a loss or benefit or who knowingly (or willfully in MD) presents false information in an application for insurance is guilty of a crime and may be subject to fines or confinement in prison.

**Applicable in Colorado:** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the department of regulatory agencies.

**Applicable in Florida and Oklahoma:** Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (In FL, a person is guilty of a felony of the third degree).

**Applicable in Kansas:** Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

**Applicable in Maine, Tennessee, Virginia and Washington:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

**Applicable in Puerto Rico:** Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances be present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

**Applicable in Utah:** Any person who knowingly presents false or fraudulent underwriting information, files or causes to be filed a false or fraudulent claim for disability compensation or medical benefits, or submits a false or fraudulent report or billing for health care fees or other professional services is guilty of a crime and may be subject to fines and confinement in state prison.

THE UNDERSIGNED IS AN AUTHORIZED REPRESENTATIVE OF THE APPLICANT AND REPRESENTS THAT REASONABLE INQUIRY HAS BEEN MADE TO OBTAIN THE ANSWERS TO QUESTIONS ON THIS APPLICATION. HE/SHE REPRESENTS THAT THE ANSWERS ARE TRUE, CORRECT AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE.

APPLICANT'S SIGNATURE (Must be Officer, Owner or Partner)	DATE	PRODUCER'S SIGNATURE <b>Jim Norton</b>	NATIONAL PRODUCER NUMBER
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## WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: KINGSBURY GENERAL IMPROVEMENT DISTRICT

Risk ID: 270009387

Rating Effective Date: 07/01/2016

Production Date: 04/27/2016

State: NEVADA

State	Wt	SRP	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
NV	.08	0	8,884	15,575	6,691	0	17,875	0	0
(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses	
.08		8,884	15,575	6,691	0	17,875	0	0	

	Primary Losses	Stabilizing Value	Ratable Excess	Totals	
Actual	(I) 0	$C * (1 - A) + G$ 26,048	(A) * (F) 0	(J) 26,048	
Expected	(E) 6,691	$C * (1 - A) + G$ 26,048	(A) * (C) 711	(K) 33,450	
	ARAP	FLARAP	SARAP	MAARAP	Exp Mod
Factors	1.00				(J) / (K) .78

REVISED RATING  
REVISED RATING TO INCLUDE UPDATED DATA FOR: NV, POL. #: NWC006191524, EFF.: 07/01/2014

Carrier: 41394 - 002 Policy: NWC006191525

Eff-Date: 07/01/2015 Exp-Date: 07/01/2016

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# WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: KINGSBURY GENERAL IMPROVEMENT DISTRICT

Risk ID: 270009387

Rating Effective Date: 07/01/2016

Production Date: 04/27/2016

State: NEVADA

27-NEVADA Firm ID: Firm Name: KINGSBURY GENERAL IMPROVEMENT DISTRICT

Carrier: 34924 Policy No. NWC006191522 Eff Date: 07/01/2012 Exp Date: 07/01/2013

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
7520	1.56	.43	304,759	4,754	2,044					
8810	.13	.42	164,305	214	90					
9812	ADDITIONAL PREMIUM			0	0					
<b>Policy Total:</b>			<b>469,064</b>	<b>Subject Premium:</b>	<b>16,899</b>	<b>Total Act Inc Losses:</b>			<b>0</b>	

27-NEVADA Firm ID: Firm Name: KINGSBURY GENERAL IMPROVEMENT DISTRICT

Carrier: 34924 Policy No. NWC006191523 Eff Date: 07/01/2013 Exp Date: 07/01/2014

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
7520	1.56	.43	328,728	5,128	2,205					
8810	.13	.42	166,069	216	91					
9812	ADDITIONAL PREMIUM			0	0					
<b>Policy Total:</b>			<b>494,797</b>	<b>Subject Premium:</b>	<b>21,212</b>	<b>Total Act Inc Losses:</b>			<b>0</b>	

27-NEVADA Firm ID: Firm Name: KINGSBURY GENERAL IMPROVEMENT DISTRICT

Carrier: 34924 Policy No. NWC006191524 Eff Date: 07/01/2014 Exp Date: 07/01/2015

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
7520	1.56	.43	322,407	5,030	2,163					
8810	.13	.42	179,586	233	98					
9812	ADDITIONAL PREMIUM			0	0					
<b>Policy Total:</b>			<b>501,993</b>	<b>Subject Premium:</b>	<b>21,906</b>	<b>Total Act Inc Losses:</b>			<b>0</b>	

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\* Total by Policy Year of all cases \$2000 or less.  
C Catastrophic Loss

D Disease Loss  
E Employers Liability Loss

X Ex-Medical Coverage  
# Limited Loss

U USL&HW



**Claims History Report (Loss Run)**

Loss Ratio includes net expenses  
\*Amount does not reflect deductible

Losses Incurred Since: 7/1/10

Policyholder: KINGSBURY GENERAL IMPROVEMENT

Agency: 1433000 - WARREN W REED INSURANCE INC

Policy: NWC006191525 7/1/15 - 7/1/16

Injured Employee		Claim Number	Fatalities	Injury Date & Time	Status	Injury Source	Body Part	Injury Type	Class	Medical Paid	Medical Reserve	Indemnity Paid	Indemnity Reserve	Recovery	Deductible	Total Incurred*	Net Expense
<p>Median Days to Report Claim: 4.5      Earned Premium: \$9,839      Loss Ratio: 12.8%      Employers Compensation Insurance Company of Nevada</p>																	
Runtzel, Michelle	2015277870	N	9/18/15 7:00 PM	Closed	Strain-Misc	Knee	Sprain	7520	7520	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$14
Vosburg, Rick	2015282743	N	11/13/15 10:52 AM	Open	Slip Or Fall On Ice Or Snow	Multiple Body Parts	Contusion	7520	7520	\$1,202	\$0	\$0	\$0	\$0	\$0	\$1,202	\$47
<p>Total claims from this policy period: 2      Earned Premium: \$16,868      Loss Ratio: 0.0%      Employers Insurance Company of Nevada</p>																	
<p>Policy: NWC006191524 7/1/14 - 7/1/15</p>																	
<p>Median Days to Report Claim: 0      Earned Premium: \$18,872      Loss Ratio: 0.0%      Employers Insurance Company of Nevada</p>																	
<p>Total claims from this policy period: 0</p>																	
<p>Policy: NWC006191523 7/1/13 - 7/1/14</p>																	
<p>Median Days to Report Claim: 0      Earned Premium: \$15,812      Loss Ratio: 0.0%      Employers Insurance Company of Nevada</p>																	
<p>Total claims from this policy period: 0</p>																	
<p>Policy: NWC006191522 7/1/12 - 7/1/13</p>																	
<p>Median Days to Report Claim: 0      Earned Premium: \$14,063      Loss Ratio: 0.0%      Employers Insurance Company of Nevada</p>																	
<p>Total claims from this policy period: 1</p>																	
<p>Policy: NWC006191521 7/1/11 - 7/1/12</p>																	
<p>Median Days to Report Claim: 1      Earned Premium: \$15,121      Loss Ratio: 2.5%      Employers Insurance Company of Nevada</p>																	
Esenaro, Joseph	2011150788	N	8/15/11 11:00 AM	Closed	Animal Or Insect	Lower Arm	Inflammation	7520	7520	\$347	\$0	\$0	\$0	\$0	\$0	\$347	\$24
<p>Total claims from this policy period: 1      Earned Premium: \$14,063      Loss Ratio: 0.0%      Employers Insurance Company of Nevada</p>																	
<p>Policy: NWC006191520 7/1/10 - 7/1/11</p>																	
<p>Median Days to Report Claim: 0      Earned Premium: \$14,063      Loss Ratio: 0.0%      Employers Insurance Company of Nevada</p>																	
<p>Total claims from this policy period: 0</p>																	
<p>Combined for all periods:      Earned Premium: \$90,565      Loss Ratio: 1.8%      Data as of 4/28/16</p>																	
<p>Total Claims: 3      Total Incurred: \$1,548      Net Expense: \$85</p>																	





### Claims History Report (Loss Run)

Loss Ratio includes net expenses  
\*Amount does not reflect deductible

Losses Incurred Since: 7/1/10

Policyholder: KINGSBURY GENERAL IMPROVEMENT

Agency: 1433000 - WARREN W REED INSURANCE INC

Policy: NWC006191525 7/1/15 - 7/1/16

Injured Employee		Claim Number	Fatalities	Injury Date & Time	Status	Injury Source	Body Part	Injury Type	Class	Medical Paid	Medical Reserve	Indemnity Paid	Indemnity Reserve	Recovery	Deductible	Total Incurred*	Net Expense
Total claims from this policy period: 2																	
Policy: NWC006191524 7/1/14 - 7/1/15																	
Injured Employee	Runzel, Michelle	2015277670	N	9/18/15 7:00 PM	Closed	Strain-Misc	Knee	Sprain	7520	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$14
Injured Employee	Vosburg, Rick	2015282743	N	11/13/15 10:52 AM	Open	Slip Or Fall On Ice Or Snow	Multiple Body Parts	Confusion	7520	\$1,202	\$0	\$0	\$0	\$0	\$0	\$1,202	\$47
Total claims from this policy period: 0																	
Policy: NWC006191522 7/1/12 - 7/1/13																	
Injured Employee																	
Total claims from this policy period: 0																	
Policy: NWC006191522 7/1/11 - 7/1/12																	
Injured Employee																	
Total claims from this policy period: 1																	
Policy: NWC006191520 7/1/10 - 7/1/11																	
Injured Employee	Esenaro, Joseph	2011150798	N	9/15/11 11:00 AM	Closed	Animal Or Insect	Lower Arm	Inflammation	7520	\$347	\$0	\$0	\$0	\$0	\$0	\$347	\$24
Total claims from this policy period: 0																	
Policy: NWC006191520 7/1/10 - 7/1/11																	
Injured Employee																	
Total claims from this policy period: 0																	
Combined for all periods:																	
										\$1,548	\$0	\$0	\$0	\$0	\$1,549	\$85	
Total Claims: 3										Earned Premium: \$90,565		Loss Ratio: 1.9%		Data as of 4/28/16			

**PUBLIC AGENCY COMPENSATION TRUST**  
**PROSPECTIVE MEMBERS UNDERWRITING REVIEW**

**Name of Entity:** Kingsbury GID

**Related Entities to be Included:** none

**Insurance Agent:** Warren Reed Insurance - Jim Norton

**Experience Modification Factor:** .78 NCCI

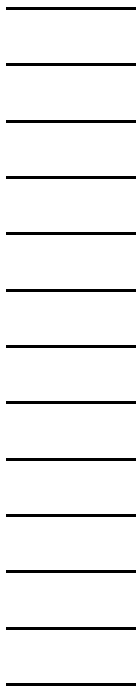
**Estimated Annual Premium:** \$ 20,000

**Date:** 5/13/2016

<u>Criteria</u>	<u>Considered</u>	<u>Required</u>	<u>Comments</u>
Cooperative Attitude Toward Loss Control		X	Yes
Exposures Acceptable		X	Water utility Lake Tahoe area
Policies/Procedures Exist For Critical Operations		X	Yes
Loss Experience Acceptable		X	Yes
Well-Maintained Facilities and Equipment	X		Yes
Sound Financial Condition	X		Yes
Quality of Management/Stability of Board	X		Good
Employee Procedures Manual	X		Yes (NPAIP Member - uses HR)
Training Programs for Employees	X		Yes
Urban vs. Rural Location	X		Rural
Established Risk Management and Safety Program	X		Yes
Unusual Operations	X		No

**Attachment:** None

Policy History Recap (Premium and Losses)	Year	Losses	Premiums
	2010-2011	\$ -	\$ 14,063
	2011-2012	\$ 347	\$ 15,121
	2012-2013	\$ -	\$ 15,812
	2013-2014	\$ -	\$ 18,172
	2014-2015	\$ -	\$ 16,858
	2015-2016	\$ 1,202	\$ 9,839



**Loss Ratio**  
0%  
2%  
0%  
0%  
0%  
0%  
0%  
0%  
0%  
0%  
12%

**NPAIP PUBLIC ENTITY PACKAGE APPLICATION**  
 ALL QUESTIONS MUST BE ANSWERED IN ORDER TO SECURE A QUOTATION!!!

**MAIN APPLICATION**

PRODUCER NAME:	<u>Charles L Halsey</u>	DATE APPLICATION COMPLETED:	<u>03/26/2016</u>
AGENCY NAME:	<u>Willis of Arizona, Inc</u>	DATE QUOTE NEEDED TO AGENT:	<u>ASAP</u>
AGENCY LOCATION:	<u>10100 W Charleston Ste 215, Las Vegas, NV 1</u>	DATE COVERAGE TO INCEPT:	<u>06/01/2016</u>
AGENCY WEB SITE:	<u></u>	E MAIL ADDRESS:	<u>chuck.halsey@willistowerswatson</u>

1) NAMED INSURED:	<u>Southern Nevada Health District</u>	CONTACT NAME:	<u>Andy Glass</u>
ADDRESS:	<u>280 S Decatur</u>		
CITY:	<u>Las Vegas</u>	STATE:	<u>Nevada</u> ZIP CODE: <u>89107</u>
PHONE:	<u>702 759 0875</u>		

2) PROPOSED PLAN - Please enter limits and retentions desired. Insert "NA" if coverage is not desired.

A. Coverage I (Property - Real & Pers, Auto PhysDam, Bus Inc & Ext Exp, Prop in Transit and Data Proc Media & Equip., etc.)

<u>\$300,000,000</u>	POOL Loss Limit
<u>\$150,000,000</u>	Earthquake (POOL Annual Aggregate) Sublimit
<u>\$150,000,000</u>	Flood (POOL Annual Aggregate) Sublimit
<u>\$10,000,000</u>	Flood Zone A Annual Aggregate Sublimit
<u>\$60,000,000</u>	Equipment Breakdown
<u>\$500,000</u>	Money and Securities, includes Employee Dishonesty

B. Coverage II (Liability - General Liability, Auto Liability, Law Enforcement Liability, Wrongful Acts)

<u>\$10,000,000</u>	Liability Per Accident	<u>\$10,000,000</u>	Liability Policy Aggregate
<u>included</u>	Law Enforcement Liability		
<u>included</u>	Public Officials Errors & Omissions Liability (CLAIMS MADE)		

C. Coverage III Data Security Breach

<u>\$2,000,000</u>	Liability Per Event
<u>\$2,000,000</u>	Annual Aggregate
<u>\$500,000</u>	Privacy Response Expense Sublimit

D. Coverage IV (CLAIMS MADE Public Officials Errors & Omissions Liability

<u>\$10,000,000</u>	Liability Per Claim	<u>\$10,000,000</u>	Liability Policy Aggregate	Maintenance Ded.: <u></u>
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E. Coverage VI

<u>\$500,000</u>	Employee Dishonesty	<u>\$250,000</u>	Money Orders & Counterfeit Currency	Maintenance Ded.: <u></u>
<u>\$250,000</u>	Money & Securities (Inside Premises)	<u>\$250,000</u>	Depositors Forgery	
<u>\$250,000</u>	Money & Securities (Outside Premises)			

F. Any other coverage required (please attach additional information as necessary):

Requested Limit

<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>

**NPAIP PUBLIC ENTITY PACKAGE APPLICATION**  
**ALL QUESTIONS MUST BE ANSWERED IN ORDER TO SECURE A QUOTATION!!!**

**MAIN APPLICATION**

3) CURRENT PROGRAM INFORMATION

COVERAGE TYPE	CARRIER NAME	LIMITS	DEDUCTIBLE	RETRO DATE	PREMIUM
A. Property (incl APD)		\$30,654,164			
B. General Liability		\$3,000,000	\$50,000		
C. Law Enforcement Liability					
D. Automobile Liability		\$1,000,000	\$1000 / \$1000		
E. Pub Off E&O Liability					
F. Excess Liability		\$5,000,000			
G. Crime					
H. Workers Compensation		\$1,000,000			
I. Employment Practices Liability		\$1,000,000	\$10,000		
J. Directors & Officers		\$1,000,000	\$10,000		
Total Premiums:					\$0

4) PROPERTY INFORMATION

**NOTE: YOU MUST FORWARD A COMPLETE PROPERTY SCHEDULE WITH THIS APPLICATION**

PROTECTION CLASS \_\_\_\_\_  
 APPRAISAL DATE \_\_\_\_\_

A. Values - **IMPORTANT THAT 100% REPLACEMENT COST VALUES BE SHOWN**

	\$ VALUES	% OF TOTAL
Total Building Values	\$16,140,000	52.7%
Total Contents Values	\$13,823,000	45.1%
Total Auto Physical Damage Values (all licensed vehicles)	\$691,164	2.3%
Total Equipment Values		0.0%
Total EDP Equipment Values		0.0%
Total EDP Media Values		0.0%
Total EDP Extra Expense Values		0.0%
Total Accounts Receivable Values		0.0%
Total Valuable Papers Values		0.0%
Total Business Interruption Values		0.0%
Total Extra Expense Values		0.0%
Total Rental Income Values		0.0%
Total Transit Values		0.0%
Total Course of Construction Values		0.0%
Total All Other Miscellaneous Values		0.0%
Total Property Values:	\$30,654,164	100.0%

B. If flood coverage is requested, provide details of the flood exposure. List property values (Real & Personal) within Federally-defined flood plains (A & V):

LOCATION ADDRESS & DESCRIPTION	\$ VALUES @ LOCATION	% OF TOTAL
ALL LOCATIONS	\$2,500,000	100.0%
OPTION	\$5,000,000	100.0%
		0.0%

C. Construction Details - **THIS SECTION MUST BE COMPLETED IN ORDER TO SECURE A QUOTATION**

ISO CLASSIFICATION	# OF LOCATIONS	% OF TOTAL
[1] Frame or Brick Veneer	6	100.0%
[2] Brick		0.0%
[3] Non-Combustible		0.0%
[4] Masonry Non-Combustible		0.0%
[5] Semi-Fire Resistive		0.0%
[6] Fire Resistive		0.0%
Any Other Classifications (describe) <u>SEE SOV WORKSHEET</u>		0.0%
Total # of Locations:	6	100.0%



**NPAIP PUBLIC ENTITY PACKAGE APPLICATION**  
**ALL QUESTIONS MUST BE ANSWERED IN ORDER TO SECURE A QUOTATION!!!**

**MAIN APPLICATION**

6) AUTOMOBILE LIABILITY

A. CATEGORY

	# THIS TYPE	% THIS TYPE
Private Passenger Cars (up to 10,000 lbs GVW) - Non Emergency	8	25.8%
Private Passenger Cars (up to 10,000 lbs GVW) - Emergency (e.g. Fire, Police)		0.0%
15 Passenger Vans		0.0%
Other Vans, Pickup Trucks, other Light Trucks (up to 10,000 lbs GVW)	23	74.2%
Medium Weight Trucks (10,000 to 20,000 lbs GVW)		0.0%
Heavy Trucks (20,000 to 50,000 lbs GVW)		0.0%
Extra-Heavy Trucks (greater than 50,000 lbs GVW)		0.0%
Fire Trucks		0.0%
Ambulances		0.0%
Motorcycles		0.0%
Buses		0.0%
Miscellaneous Powered Vehicles		0.0%
Total Automobiles:	31	100.0%
Trailers, All Types	6	100.0%

B. Underwriting Criteria

1. Describe operations of any passenger vans or buses (including radius, frequency, receipts, etc.):

We have one passenger van that is used to transport SNHD employees to special events. It is used 3 to 4 times a year. Maximum radius is 20 Miles

3. Describe any vehicles modified to handle handicapped or wheelchair passengers:

None

7) PUBLIC OFFICIALS' ERRORS AND OMISSIONS LIABILITY - this coverage is provided on a CLAIMS-MADE basis

A. Budget (last three years)	BOND RATING	YEAR	REVENUES	EXPENDITURES	SURPLUS or DEFICIT (+/-)
1. Current Fiscal Year	<u>N/A</u>	<u>2015-2016</u>	<u>\$67.2M</u>	<u>\$65.6M</u>	<u>\$1.6M</u>
2. Prior Fiscal Year	<u>N/A</u>	<u>2014-2015</u>	<u>\$63.6M</u>	<u>\$59.4M</u>	<u>\$4.2M</u>
3. Fiscal Year Two Years Prior	<u>N/A</u>	<u>2013-2014</u>	<u>\$58.1M</u>	<u>\$62.6M</u>	<u>(\$4.5M)</u>
			ACCUMULATED SURPLUS		
4. Please attach a scanned copy, or mail a photocopy, of the most current budget when you return this application.					
5. Please explain any deficit positions.					<u>PLEASE NOTE THIS HAS BEEN COVERED UNDER THE CLARK COUNTY NV EXCESS PROGRAM</u>

**NPAIP PUBLIC ENTITY PACKAGE APPLICATION**  
**ALL QUESTIONS MUST BE ANSWERED IN ORDER TO SECURE A QUOTATION!!!**

**MAIN APPLICATION**

1. Type Employees	<i>ACCOUNTANTS</i>	<i>ARCHITECTS</i>	<i>ATTORNEYS</i>	<i>ENGINEERS</i>	<i>ALL OTHER</i>	<i>TOTAL</i>
Full Time:	<u>7</u>	<u>0</u>	<u>2</u>	<u>4</u>	<u>485</u>	<u>498</u>
Part Time:						<u>0</u>
Total Employees:	<u>7</u>	<u>0</u>	<u>2</u>	<u>4</u>	<u>485</u>	<u>498</u>
3. Indicate elected (E) or appointed (A) officials:						
<u>N/A</u>	Mayor		<u>N/A</u>	President / Chair of County Commission		
<u>N/A</u>	City Manager or Administrator		<u>N/A</u>	County Commissioner / Supervisor		
<u>N/A</u>	City / County Clerk		<u>N/A</u>	Personnel Director		
<u>N/A</u>	City Council Members		<u>E and A</u>	<u>Board of Directors</u>		
4. Have any of the following occurred within the past three years?						
a.	Have you had a strike, slowdown, or other employee disruption?					<u>NO</u>
b.	Has there been a layoff of employees or reductions in service?					<u>YES</u>
c.	Have there been any disputes or suits involving voting or voting rights violations?					<u>NO</u>
d.	Has any person, former employee, or job applicant made claim alleging unfair or improper treatment regarding employee hiring, remuneration, advancement, or termination of employment?					<u>NO</u>
5.	Does your entity administer or act in a fiduciary capacity for any employment benefit or any self-insurance fund?					<u>YES</u>
6.	Does the Insured have a zoning commission?					<u>NO</u>
7.	Does your entity follow a formal, written procedure for employee disputes / complaints?					<u>YES</u>
8.	Does the Insured administer a centralized emergency dispatch system for other entities?					<u>NO</u>
	If yes, please submit a copy of the current contract.					



**NPAIP PUBLIC ENTITY PACKAGE APPLICATION**  
ALL QUESTIONS MUST BE ANSWERED IN ORDER TO SECURE A QUOTATION!!!

**MAIN APPLICATION**

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8) COMMENTS - PLEASE USE THIS AREA TO ELABORATE ON ANY INFORMATION PROVIDED ELSEWHERE IN THIS APPLICATION

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**COVERAGE NOTICE**

If this account meets our underwriting standards, liability coverage will be quoted as follows:

- \* Automobile Liability, General Liability and Law Enforcement Liability will be quoted on an OCCURRENCE basis.
- \* Public Officials' Errors and Omissions Liability will be quoted on a CLAIMS-MADE basis.

The information provided in this application and all schedules are true and correct to the best of my knowledge.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Named Insured: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Agent/Broker Name: \_\_\_\_\_

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SITE	BLDG	DESCRIPTION	ADDRESS	CITY	ST	ZIP	CONSTR	SQFT	# ST	YEAR	PROT. DEVICES	FLOOD ZONE	BUILDINGS VALUE	CONTENTS VALUE
1	1		280 S Decatur	Las Vegas	NV	89107	F	160000	1		Sprinklered		15,000,000	10,500,000
2	1		700 Desert Lane	Las Vegas	NV	89106	F	14500	2		Sprinklered		1,140,000	3,000,000
3	1	Rental	560 N Nellis Blvd	N Las Vegas	NV		F		1		Sprinklered		0	282,000
4	1	Rental	520 E Lake Mead Pkwy	Henderson	NV		F		1		Sprinklered		0	41,000
5	1	Rental	830 Hafen Lane	Mesquite	NV	89027	F		1		Sprinklered		0	0
6	1	Rental within govt	55 Civic Way	Laughlin	NV	29029	F		1		Sprinklered		0	0

Entity Name:					
Year	Make	Model	Serial #	Use/Dept.	Value

**Name of Entity:**

Veh. #	Year	Make	Model	VIN #	Use/Dept.	GVW (Trucks) / # Pass. (Buses)	Class	Cost New
1	1999	Chevy	Astro	1GDNDM19W4XB202705				\$ 18,658.51
2	2005	Chevy	Silverado 1500	1GCEK19T05Z281108				\$ 26,574.25
3	2005	Ford	F250	1FTSX21565EB42745			01499	\$ 26,815.71
4	2005	Ford	F250	1FTNF21585ED19327			01499	\$ 26,815.71
5	2005	Ford	F250	1FTNF21535EC99472			01499	\$ 26,815.71
6	2005	Toyota	Prius	JTDKB20U053085378			01499	\$ 22,829.25
7	2006	Ford	Econoline	1FBSS31L06HA04917			01499	\$ 29,272.98
8	2006	Chevy	Silverado 1500	1GCEK19T66Z213302			7398	\$ 24,634.25
9	2006	Chevy	Silverado 1500	1GCEK19TX6Z246593			01499	\$ 24,634.25
10	2006	Chevy	Silverado 1500	1GCEK19T86Z244888			01499	\$ 24,634.25
11	2007	Ford	F250	1FTSX21577EA64530			01499	\$ 21,884.25
12	2007	Ford	F250	1FTSX21597EA64531			01499	\$ 21,884.25
13	2007	Ford	F250	1FTSX21507EA64532			01499	\$ 21,884.25
14	2007	Ford	F250	1FTSX21527EA64533			01499	\$ 21,884.25
15	2007	Chevy	Cobalt LS	1G!AK58F277324582			01499	\$ 11,982.25
16	2007	Chevy	Cobalt LS	1G1AK58F077324953			01499	\$ 11,982.25
17	2008	Chevy	Cobalt LT	1G1AL55F487231727			7398	\$ 12,494.25
18	2009	Chevy	Express 1500	1GCFG154691153948			7398	\$ 18,741.25
19	2009	Ford	F250	1FTNF20549EA62464			7398	\$ 18,620.25
20	2009	Ford	Escape XLS	1FMCU92769KB86365			01499	\$ 17,241.25
21	2011	Ford	Escape XLS	1FMCU9C70BKA34165			01499	\$ 17,241.25
22	2013	Chevy	Silverado 3500	1GC4KZC81DF141275			7398	\$ 40,503.25
23	2015	Toyota	Rav4 LE	2T3ZFREV7FW134362			7398	\$ 23,986.00
24	2016	Chevy	Express 1500 VAN	1GCWGAF6G1159634			01499	\$ 23,936.25
25	2016	Chevy	Impala	VIN 2G1WA5E39G1156925			01499	\$ 19,240.25
26	2016	Chevy	Silverado 4x4	Not Received yet				\$ 22,662.25
27	2016	Chevy	Silverado 4x4	Not Received yet				\$ 22,662.25

28	2016	Chevy	Silverado 4x4	Not Received yet				\$ 22,662.25
29	2016	Chevy	Silverado 4x4	Not Received yet				\$ 22,662.25
30	2016	Chevy	Silverado 4x4	Not Received yet				\$ 22,662.25
31	2016	Chevy	Silverado 4x4	Not Received yet				\$ 22,662.25
32								



**NPAIP PUBLIC ENTITY PACKAGE APPLICATION**  
**ALL QUESTIONS MUST BE ANSWERED IN ORDER TO SECURE A QUOTATION!!!**

**EMERGENCY SERVICES SUPPLEMENTAL APPLICATION**

**A. LAW ENFORCEMENT**

Number of Full Time Armed Officers?	_____	Number of Part Time Armed Officers?	_____
Number of Full Timed Unarmed Officers?	_____	Number of Part Time Unarmed Officers?	_____
Number of Dispatchers?	_____	Number of Police Dogs?	_____
Do District Attorney / Prosecutors have arrest authority or arrest warrant authority?		_____	

1. Dispatching

a. Does the Insured handle its own dispatch?	_____		
b. Does the Entity dispatch for other public or private entities?	_____		
c. What is the total population served?	_____		
d. Are incoming calls to dispatchers recorded?	_____	How long are tapes maintained?	_____
e. What services do you dispatch (e.g. Emergency, Fire, Police, etc.)?	_____		

2. Policies & Procedures Manuals

a. Does the Insured have a policy and procedures manual?	_____		
b. Date of manual?	_____	Date of last revision / update?	_____
c. Is the manual reviewed annually by legal counsel?	_____		
d. Is the manual distributed to all personnel?	_____		
	Is the manual reviewed with them periodically as part of their formal training?		
e. Does the Insured have policies governing:			
Use of deadly force	_____	AIDS	_____
Use of non-deadly force	_____	Handling of intoxicated individuals	_____
Vehicle "hot" pursuit	_____	Ride alongs	_____
Domestic violence	_____		
f. Does the Insured require a report when force must be used?	_____		

3. Education & Training Requirements

a. What is the minimum education requirement for hiring new officers?	_____		
b. Is psychological testing required before hiring?	_____		
	Are results reviewed by a person trained in this field? _____		
	Is the applicant interviewed by a psychologist / psychiatrist? _____		
c. What background investigations are completed prior to hiring new officers?	_____		
d. What training of armed street officers is required prior to any assignment where they are armed?			
Academy Training?	_____	Minimum # of Academy hours?	_____
Other (explain)	_____		
e. Is a minimum annual in service training update required?	_____	Numbers of hours annually?	_____
f. Is all training documented in a training log?	_____	How long are logs kept?	_____
g. Are new officers formally assigned to work with a field training officer?	_____		
h. Are officers trained and qualified before using:			
Baton / PR24?	_____	Control Holds?	_____
Mace / Chemicals?	_____	Stun / Laser Guns?	_____
i. How often must an officer requalify with:			
Service revolver?	_____	Other weapons?	_____
Personal weapon?	_____		
j. What training do part-time / auxiliary officers, or reserve officers, armed and with arrest authority, receive?	_____		
	Is this training given before duty assignment? _____		
	prior to training? _____		
	What type of assignments do auxiliary officers perform? _____		
k. Do all officers receive training in:	First Aid?	CPR?	_____

**NPAIP PUBLIC ENTITY PACKAGE APPLICATION**  
**ALL QUESTIONS MUST BE ANSWERED IN ORDER TO SECURE A QUOTATION!!!**

**EMERGENCY SERVICES SUPPLEMENTAL APPLICATION**

- I. Are all officers trained in vehicle operations? \_\_\_\_\_  
 Do all officers receive actual or simulated vehicular operations training? \_\_\_\_\_  
 Are officers required to complete a defensive driving training program? \_\_\_\_\_
- m. Is every course completed documented to each employee and each auxiliary person's personal or training file? \_\_\_\_\_
- 4. Underwriting Information
  - a. Does the Insured contract law enforcement services to any other public or private entity? \_\_\_\_\_
  - b. Is the Insured a party to any mutual aid, reciprocal, or regional task force agreements? \_\_\_\_\_
  - c. Does the Insured authorize employee "moonlighting"? \_\_\_\_\_ Is "moonlighting" preapproved? \_\_\_\_\_  
 Is "moonlighting" in bars and taverns approved? \_\_\_\_\_ If yes, please attach a copy of "moonlighting" policies. \_\_\_\_\_
  - d. Is the Insured currently at authorized strength? \_\_\_\_\_
  - e. Total full-time employees: Last Year? \_\_\_\_\_ Prior Year? \_\_\_\_\_ Two Years Prior? \_\_\_\_\_

**B. PENAL & JAIL INSTITUTIONS - Please complete for each separate facility to be insured**

- 1. Is coverage for a jail premises desired? \_\_\_\_\_ If yes, does the Insured operate a:
  - Jail? \_\_\_\_\_ Holding Cell? \_\_\_\_\_
  - Detention Home? \_\_\_\_\_ Non-Owned facility (contractual only)? \_\_\_\_\_
- 2. Total square footage of jail area? \_\_\_\_\_ Total square footage of jail cells only? \_\_\_\_\_  
 Year Built? \_\_\_\_\_ Year Renovated? \_\_\_\_\_ Date of Last Inspection? \_\_\_\_\_
- 3. Number of cells? \_\_\_\_\_ Number of beds? \_\_\_\_\_ State certified capacity? \_\_\_\_\_  
 Average number of daily inmates? \_\_\_\_\_ Average length of stay? \_\_\_\_\_
- 4. Are full-time jailors on duty 24 hours/day? \_\_\_\_\_ Are part-time jailors used? \_\_\_\_\_  
 Number of jailors on duty each shift? \_\_\_\_\_
- 5. Are the jail premises regularly inspected by: State Corrections Officials? \_\_\_\_\_ Health Department? \_\_\_\_\_  
 Date of last inspection by State Corrections Officials? \_\_\_\_\_ Please list outstanding recommendations below: \_\_\_\_\_  
 \_\_\_\_\_
- 6. Are smoke detectors in the jail? \_\_\_\_\_ Method of inmate surveillance? \_\_\_\_\_
- 7. Are there jail operations manuals covering:
  - Intake screenings and classification of inmates? \_\_\_\_\_ Storage & Administration of Medication? \_\_\_\_\_
  - Strip searches? \_\_\_\_\_ Suicide ID Guidelines? \_\_\_\_\_
  - Jail evacuation? \_\_\_\_\_ Visual Observation of Inmates? \_\_\_\_\_
  - Medical treatment / sick call? \_\_\_\_\_
- 8. Are men and women segregated? \_\_\_\_\_ If yes, in what manner? \_\_\_\_\_  
 Are youthful offenders (those age 18 and younger) separated from older inmates? \_\_\_\_\_  
 If yes, in what manner? \_\_\_\_\_  
 Are prisoners who have committed violent crimes segregated from those who are incarcerated for lesser offenses? \_\_\_\_\_
- 9. Does the Insured have a contract with any other Entity for use of the jail? \_\_\_\_\_  
 If yes, give the name of the Entity. \_\_\_\_\_
- 10. Has there ever been a riot or other prisoner-led disturbance? \_\_\_\_\_ If yes, please describe. \_\_\_\_\_  
 \_\_\_\_\_
- 11. In the last three years, have there been any jail suicides or attempted suicides? \_\_\_\_\_  
 If yes, explain and provide details and explain what has been done to prevent future suicides. \_\_\_\_\_  
 \_\_\_\_\_
- 12. Is the jail operating under a court order or Consent Decree? \_\_\_\_\_ If yes, please attach a copy with any modifications.
- 13. Has the department received accreditation from the Commission on Accreditation for Law Enforcement Agencies, Inc.? \_\_\_\_\_  
 If yes, when? \_\_\_\_\_

**C. FIRE DEPARTMENT**

- 1. Number Paid Professionals: \_\_\_\_\_ Number Volunteer: \_\_\_\_\_
- 2. Annual Calls - Emergency: \_\_\_\_\_ Annual Calls - Non-Emergency: \_\_\_\_\_
- 3. What kind of training is required? \_\_\_\_\_



**NPAIP PUBLIC ENTITY PACKAGE APPLICATION**  
ALL QUESTIONS MUST BE ANSWERED IN ORDER TO SECURE A QUOTATION!!!

**EMERGENCY SERVICES SUPPLEMENTAL APPLICATION**

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**D. EMT's, PARAMEDICS, and NURSES / MEDICAL PROFESSIONAL LIABILITY EXPOSURES**

- |  | # of Paid Employees | # of Volunteers |
|--|---------------------|-----------------|
| 1. Please give the number of each of the following certified personnel:                      |                     |                 |
| Certified Personnel  | _____               | _____           |
| Emergency Medical Technicians  | _____               | _____           |
| Paramedics   | _____               | _____           |
| Nurses   | _____               | _____           |
| LPNs   | _____               | _____           |
| 2. Radius of operations? _____   |                     |                 |
| 3. Indicate the type of training received by emergency personnel. _____                      |                     |                 |
| 4. Type of Institution and Operation ("X" if appropriate)                                    |                     |                 |
| _____ Convalescent or Nursing Home - Please complete a nursing home supplemental application |                     |                 |
| _____ Clinic - Health Department   |                     |                 |
| 5. Clinic / Nurses / Health Department   |                     |                 |
| a. Are you approved by Medicare? _____   |                     |                 |
| b. Do you comply with all federal, state or local licensing requirements? _____              |                     |                 |
| c. Number of clinics _____   |                     |                 |
| d. Describe operations of clinic _____   |                     |                 |
| e. List all duties of the county nurses _____  |                     |                 |
| f. # of patients seen each week _____  |                     |                 |
| g. Describe training, licensing and certification requirements for all nurse: _____          |                     |                 |
| h. Do nurses work only for you? _____  |                     |                 |
| i. Do you provide Home Health Care visits _____ If yes, how many visits each week _____      |                     |                 |
- \*Clinic visits means any outpatient visit on or off the premises involving the examination or treatment of a patient by a nurse.  
Count only "hands-on" nurse/patient encounters, not indirect encounters for an x-ray or laboratory results interpretation.  
A visit is a threshold crossing which may involve multiple occasions of service from more than one clinical department.*

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**E. COMMENTS - PLEASE USE THIS AREA TO ELABORATE ON ANY INFORMATION PROVIDED ELSEWHERE IN THIS APPLICATION**

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**NPAIP PUBLIC ENTITY PACKAGE APPLICATION**  
**ALL QUESTIONS MUST BE ANSWERED IN ORDER TO SECURE A QUOTATION!!!**

**PUBLIC WORKS SUPPLEMENTAL APPLICATION**

1) DAY CARE / DAY CAMPS

- A. Number of centers operated? \_\_\_\_\_
- B. Number of days open per week? \_\_\_\_\_
- C. Describe care provider employment requirements (experience and credentials). \_\_\_\_\_  
 \_\_\_\_\_
- F. Number of individuals for which care is provided:
- |                   | Children | Adults | Staff providing care |
|-------------------|----------|--------|----------------------|
| Average # per day | _____    | _____  | _____                |
| Maximum # per day | _____    | _____  | _____                |
- G. Is transportation provided by the Entity? \_\_\_\_\_ If yes, please describe. \_\_\_\_\_  
 \_\_\_\_\_

2) TRANSPORTATION & CONVEYANCE

- A. Number of buses? \_\_\_\_\_ Radius of operation? \_\_\_\_\_ Annual receipts? \_\_\_\_\_  
 Average daily miles? \_\_\_\_\_ Average daily riders? \_\_\_\_\_
- B. Streets & Roads
1. Roads / Highways Mileage - Paved: \_\_\_\_\_ Mileage - Unpaved: \_\_\_\_\_
- a. Condition of roads? \_\_\_\_\_
- b. Does the Entity have a regular maintenance and upkeep program? \_\_\_\_\_
- c. Are written records of maintenance kept? \_\_\_\_\_
- d. Are barricades and warnings used at road work sites? \_\_\_\_\_
- e. Are road signs regularly inspected for visibility or missing signs? \_\_\_\_\_
2. Sidewalks
- a. How often are sidewalks inspected for defects? \_\_\_\_\_
- b. Are written records of inspection kept? \_\_\_\_\_
- c. Please describe sidewalk replacement program. \_\_\_\_\_  
 \_\_\_\_\_
3. Bridges
- a. How many bridges of over 20 feet in length are maintained by the Entity? \_\_\_\_\_
- b. Are all bridges posted for weight limits? \_\_\_\_\_
- c. Are there any one-lane bridges? \_\_\_\_\_ If so, are warning signs posted? \_\_\_\_\_
- d. Are any bridges closed, condemned, or structurally deficient? \_\_\_\_\_ List by bridge number and give reasons: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- e. When was the last inspection? \_\_\_\_\_ Are barriers permanent? \_\_\_\_\_  
 Number of Bridges passed? \_\_\_\_\_ By whom? \_\_\_\_\_  
 Have all recommendations been complied with? \_\_\_\_\_
4. Describe the training of employees in the use of snow removal equipment on roadways. \_\_\_\_\_  
 \_\_\_\_\_

**NPAIP PUBLIC ENTITY PACKAGE APPLICATION**  
**ALL QUESTIONS MUST BE ANSWERED IN ORDER TO SECURE A QUOTATION!!!**

**PUBLIC WORKS SUPPLEMENTAL APPLICATION**

3) UTILITIES

A. Blasting

1. Is blasting contracted out? \_\_\_\_\_
2. Are Certificates of Insurance and limits at least equal to those carried by the Entity required? \_\_\_\_\_  
 NOTE: If 1 or 2 are answered NO, please complete the following:
  - a. Please describe the types and locations of blasting.

\_\_\_\_\_

- b. How many blasts per year? \_\_\_\_\_ Is the blaster certified? \_\_\_\_\_
- c. Please describe the precautions taken prior to blasting.

\_\_\_\_\_

\_\_\_\_\_

B. Electric

1. Annual Payroll (excl clerical)? \_\_\_\_\_ Number of customers served? \_\_\_\_\_
2. Does the Entity do any of the following:
 

	Pole Erection / Wire Stringing? _____	Customer Connect? _____
	Transformer Installation? _____	Meter Reading? _____
3. Customer Profile: Residential - \_\_\_\_\_ Commercial - \_\_\_\_\_ Industrial - \_\_\_\_\_
4. Does the utility generate or purchase power?  
 If purchased, who is the supplier? \_\_\_\_\_ If generated, how (steam, wind, water)? \_\_\_\_\_
5. What is the Maximum Capacity? \_\_\_\_\_ Number of miles of high voltage lines? \_\_\_\_\_

C. Landfills

1. LOCATION of SITE	TOTAL ACRES	ACRES in USE	ACRES FENCED	#YRS in OPS	CONTROL of LANDFILL*	DNA EPA ID
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

\* A = Abandoned, C = Closed, E = Entity Operated, S = Subcontracted Out

2. In what type of area is/are the landfill(s) located?  
 Please describe adjacent properties. \_\_\_\_\_
3. Do employees monitor attendance when the site is open?  
 Is each site fenced with a locked gate when closed? \_\_\_\_\_
4. How close is the nearest surface water? \_\_\_\_\_ Drinking water? \_\_\_\_\_
5. Describe any test(s), system(s), or equipment used to monitor this site(s). \_\_\_\_\_

\_\_\_\_\_

6. What type and form of waste goes into each site?	TYPE	FORM	
Location 1.	_____	_____	TYPE = Household, Commercial, Industrial, Organic FORM = Solid, Liquid, Sludge
Location 2.	_____	_____	
Location 3.	_____	_____	
Location 4.	_____	_____	
Location 5.	_____	_____	

**NPAIP PUBLIC ENTITY PACKAGE APPLICATION**  
**ALL QUESTIONS MUST BE ANSWERED IN ORDER TO SECURE A QUOTATION!!!**

**PUBLIC WORKS SUPPLEMENTAL APPLICATION**

7. Is any hazardous waste handled at any site? \_\_\_\_\_ If yes, please describe material and handling at any site.

\_\_\_\_\_

8. Is the Entity aware of any prior activities which involved hazardous wastes? \_\_\_\_\_ If yes, please describe.

\_\_\_\_\_

9. If there are any abandoned or closed sites, please describe closure plans.

\_\_\_\_\_

10. Are there Methane Gas Escape Vents? \_\_\_\_\_

11. Is the landfill covered each night per EPA standards? \_\_\_\_\_

**D. Sewer**

1. Is a sewage disposal plan maintained? \_\_\_\_\_ If yes, please give payroll. \_\_\_\_\_

2. Number of miles of sewer lines maintained? \_\_\_\_\_

3. Percentage of work, such as laying of sewers, removal of sludge, etc., is  
 Undertaken directly by Entity? \_\_\_\_\_

Performed by Independent Contractors? \_\_\_\_\_

**E. Water**

1. Annual Payroll (excl clerical)? \_\_\_\_\_

Gallons per year? \_\_\_\_\_

Miles of Pipe? \_\_\_\_\_

2. Type of pipe used? \_\_\_\_\_

3. Percentage of work, such as laying of waterlines, etc., that is:

Undertaken directly by Entity? \_\_\_\_\_

Performed by Independent Contractors? \_\_\_\_\_

4. Source of water supply? \_\_\_\_\_

Age of the system? \_\_\_\_\_

Date upgraded? \_\_\_\_\_

How often is drinking water tested? \_\_\_\_\_

By whom? \_\_\_\_\_

5. Does Entity have water supply tanks? \_\_\_\_\_

If yes, please list below

CONSTRUCTION

TYPE

CAPACITY (gal)

DATE LAST INSPECTED

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

6. Type of public protection around the tank base(s) (fencing, lighting, aircraft warning lights, runoff channels, etc.)

\_\_\_\_\_

7. Are tanks inspected by qualified engineers? \_\_\_\_\_

How often? \_\_\_\_\_

8. Does the system comply with current local and federal standards for hygiene and metals content? \_\_\_\_\_

\_\_\_\_\_

**NPAIP PUBLIC ENTITY PACKAGE APPLICATION**  
**ALL QUESTIONS MUST BE ANSWERED IN ORDER TO SECURE A QUOTATION!!!**

**PUBLIC WORKS SUPPLEMENTAL APPLICATION**

3) DAMS / DIKES / LEVEES / RESERVOIRS / SPILLWAYS *(any barrier built to impound water that, if it broke, would release water in a floodlike manner)*

This supplement must be completed for each Dam/Dike/Levee/Reservoir or Spillway - please copy this section again below this one for each additional structure.

A. Dam / Dike / Levee / Reservoir / Spillway

1. General Information

a) Structure Name: \_\_\_\_\_ Structure Location: \_\_\_\_\_

b) Year built: \_\_\_\_\_ Type (e.g. Dam, Dike, Levee, Reservoir, Spillway): \_\_\_\_\_

c) General Condition & Maintenance: \_\_\_\_\_ (Excellent, Good, Fair, or Poor)

d) Built under the Direction of: \_\_\_\_\_ (Owner, Corps of Engineers, Dept of Interior, Dept of Agriculture, Bureau of Reclamation)

e) Purpose(s):  
 Agriculture \_\_\_\_\_ Power\* \_\_\_\_\_  
 Flood Control \_\_\_\_\_ Water Supply \_\_\_\_\_  
 Industrial \_\_\_\_\_ \_\_\_\_\_

\*if Power, describe alternate source in event of power failure: \_\_\_\_\_

f) Hazard Code: \_\_\_\_\_ (I, II, III, IV - see below) Safety: \_\_\_\_\_ (Safe or Unsafe)

g) Construction: \_\_\_\_\_ (Concrete, Earthen, Steel, or Timber) - if Other, Please Specify: \_\_\_\_\_

h) Dimensions: Height \_\_\_\_\_ Top Width \_\_\_\_\_ Base Width \_\_\_\_\_

i) Name of Tributary Rivers:  
 Upstream \_\_\_\_\_  
 Downstream \_\_\_\_\_

j) Normal Pond Measurements: # of Acres \_\_\_\_\_ Storage Capacity (Acres / Feet) \_\_\_\_\_  
 Is additional storage available in Flood State? \_\_\_\_\_ If Yes, please describe \_\_\_\_\_

k) Water Level Control: Gates? \_\_\_\_\_ Other? (describe) \_\_\_\_\_  
 If Gates, what Type? \_\_\_\_\_  
 How are they Operated? \_\_\_\_\_  
 By Whom? \_\_\_\_\_

2. Upstream Exposures - Are there any Exposures to any of the Following?

Structures, Industrial Complexes, Housing? \_\_\_\_\_ If "Yes", please describe & be specific (include distances, etc.)

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Recreational Areas (e.g. swimming, boating, camping) \_\_\_\_\_ If "Yes", please describe & be specific

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Bridges \_\_\_\_\_

Lower Dams \_\_\_\_\_ If "Yes", please give Names

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Highways \_\_\_\_\_

Railroads \_\_\_\_\_

Agricultural Areas \_\_\_\_\_ If "Yes", is there an exposure to:

    Livestock \_\_\_\_\_

    Crops \_\_\_\_\_

    Dwellings \_\_\_\_\_

    Barns / Sheds \_\_\_\_\_

3. Downstream Exposures

Type	Distance	Description
Housing	_____	_____
Other Structures	_____	_____
Industrial Complexes	_____	_____
Pumping Stations	_____	_____
Lower Dams	_____	_____
Recreational Areas	_____	_____
Bridges	_____	_____
Highways	_____	_____
Railroads	_____	_____
Agricultural Areas	_____	_____

**NPAIP PUBLIC ENTITY PACKAGE APPLICATION**  
ALL QUESTIONS MUST BE ANSWERED IN ORDER TO SECURE A QUOTATION!!!

**PUBLIC WORKS SUPPLEMENTAL APPLICATION**

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4. Dam Inspection

How often: \_\_\_\_\_ By Whom: \_\_\_\_\_

Has risk been included in the National Program for Dam Inspection? \_\_\_\_\_

If "Yes", please attach a copy of the most recent inspection report and responses to recommendations

If "No", please attach a copy of the most recent independent inspection report

5. Losses - please describe any losses or pending suits which have occurred involving the dam or reservoir; include the amount of damages paid and amounts in reserve.

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Please attach a copy of Emergency Procedures / Plan. If you have more than one dam / dike / levee / reservoir / spillway, please complete one questionnaire for each.

HAZARD CODES:

Class I Dams which, should they fail, would likely cause loss of life.

Class II Dams which, should they fail, would likely cause substantial downstream property damage, but are not considered to be a threat to life.

Class III Dams which would cause little or no downstream damage should they fail.

Class IV Dams which are less than 15 feet in height, impound less than 15 acre feet of water to the top of the dam, and drain less than 150 acres.

No dam may be included in the Class IV category if failure of the dam could cause downstream property damage or loss of life.

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4) COMMENTS - PLEASE USE THIS AREA TO ELABORATE ON ANY INFORMATION PROVIDED ELSEWHERE IN THIS APPLICATION

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**NPAIP PUBLIC ENTITY PACKAGE APPLICATION**  
ALL QUESTIONS MUST BE ANSWERED IN ORDER TO SECURE A QUOTATION!!!

**PARKS & RECREATION SUPPLEMENTAL APPLICATION**

1) RECREATIONAL FACILITIES

A. Fireworks

1. Please list the types of events and scheduled dates. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
2. Are displays conducted by licensed pyrotechnicians?  
If no, please explain (e.g. who will set up & launch? experience? etc.) \_\_\_\_\_  
\_\_\_\_\_
3. Where is the display held (e.g. river, park, open field, etc.)? \_\_\_\_\_
4. How long will the display last? \_\_\_\_\_
5. Will emergency vehicles be on the premises? \_\_\_\_\_
6. Please give the approximate distance from the crowd. \_\_\_\_\_
7. Please give the approximate distance to the nearest structure. \_\_\_\_\_

B. Parks & Recreation Facilities

1. Parks & Recreation Areas

- a. How many parks are owned by the Entity? \_\_\_\_\_ # of Acres? \_\_\_\_\_
- b. Is playground equipment inspected? \_\_\_\_\_ How often? \_\_\_\_\_  
Is corrective action on equipment documented? \_\_\_\_\_  
How is equipment anchored? \_\_\_\_\_
- c. Number of Golf Courses? \_\_\_\_\_ Annual Receipts? \_\_\_\_\_ Liquor Receipts? \_\_\_\_\_
- d. Number of Swimming Pools? \_\_\_\_\_ Wading Pools? \_\_\_\_\_ Wave Pools? \_\_\_\_\_  
Are all depths marked? \_\_\_\_\_
- e. Any diving boards 3 meters or over? \_\_\_\_\_  
Are diving wells 12 feet or deeper? \_\_\_\_\_ Is the area surrounding the pool(s) fenced? \_\_\_\_\_  
If no, what is the depth? \_\_\_\_\_ Are pools drained in the off season? \_\_\_\_\_
- f. Are Certified Lifeguards on duty at all times the pool is open?  
Please describe type of Certification. \_\_\_\_\_ Number of Lifeguards on duty? \_\_\_\_\_
- g. Are pool regulations posted? \_\_\_\_\_  
Are employees trained for the use of chlorine? \_\_\_\_\_ Is chlorine stored in locked facilities? \_\_\_\_\_
- h. Are there any waterslides? \_\_\_\_\_  
If yes, give height, length, and number of curves. \_\_\_\_\_ Depth of entry well? \_\_\_\_\_  
Describe supervision in detail. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- i. If you have an ice skating rink, please answer the following:  
Type of rink? \_\_\_\_\_ Size of rink(s)? \_\_\_\_\_  
Is the area lighted? \_\_\_\_\_ Is skating supervised? \_\_\_\_\_  
Please describe controls, if lake or pond: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NPAIP PUBLIC ENTITY PACKAGE APPLICATION**  
**ALL QUESTIONS MUST BE ANSWERED IN ORDER TO SECURE A QUOTATION!!!**

**PARKS & RECREATION SUPPLEMENTAL APPLICATION**

j. Describe location and size of beach areas. \_\_\_\_\_  
 \_\_\_\_\_

Is swimming allowed?	_____	Is the swimming area roped off?	_____
Are Certified Lifeguards on duty during swimming hours?	_____	Number of Lifeguards on duty?	_____
Is any boating permitted near the swimming area?	_____		
Are scheduled swimming hours clearly posted?	_____	Is the area fenced?	_____
Are there any diving platforms or rafts in any part of the swimming area?	_____		
If no swimming is allowed, or no Lifeguards on duty, are warning signs posted?	_____		
Is the beach patrolled regularly during evening hours?	_____		

2. Athletic Participants

- a. Please attach a list of all athletic activities sponsored and number of participants.
- b. Is a signed consent form required from parents/guardians? \_\_\_\_\_

C. Marinas, Watercraft, Wharves, Piers, Docks

1. How many piers, docks, or wharves are owned by the Entity? \_\_\_\_\_ Area of each (in sq ft)? \_\_\_\_\_  
 Use of each? \_\_\_\_\_
2. Are there boat slips? \_\_\_\_\_ If yes, how many? \_\_\_\_\_
3. How many piers / docks are anchored? \_\_\_\_\_
4. Is there a regular maintenance and upkeep program for the piers / docks? \_\_\_\_\_ Please describe.  
 \_\_\_\_\_
5. How often are the piers / docks inspected? \_\_\_\_\_
6. Is there a marina exposure? \_\_\_\_\_ If yes, please describe all operations.  
 \_\_\_\_\_  
 Receipts \_\_\_\_\_ Are there any operations subcontracted out? \_\_\_\_\_ If yes, describe.  
 \_\_\_\_\_
7. List owned watercraft, including length, usage, and horsepower of each. \_\_\_\_\_
8. Is there any boat rental conducted by the Entity? \_\_\_\_\_ Receipts? \_\_\_\_\_  
 If yes, describe the boat operation in detail. \_\_\_\_\_  
 \_\_\_\_\_

D. Zoo

1. Number of acres? \_\_\_\_\_ Hours of Operation? \_\_\_\_\_
2. List number and type of animals \_\_\_\_\_
3. Can the public feed, pet, or ride any of the animals? \_\_\_\_\_ If yes, describe in detail.  
 \_\_\_\_\_
4. How is the public protected from the animals?  
 \_\_\_\_\_
5. Are there any rides through open animal ranges? \_\_\_\_\_

2) COMMENTS - PLEASE USE THIS AREA TO ELABORATE ON ANY INFORMATION PROVIDED ELSEWHERE IN THIS APPLICATION

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_





**NPAIP PUBLIC ENTITY PACKAGE APPLICATION**  
 ALL QUESTIONS MUST BE ANSWERED IN ORDER TO SECURE A QUOTATION!!!

**CLAIMS IN EXCESS OF \$10,000**

#	POLICY PERIOD	DATE OF LOSS	COV TYPE	CLAIM NUMBER	CLAIMANT NAME	TOTAL CLAIM \$ PAID TO DATE	TOTAL CLAIM \$ RESERVED	TOTAL CLAIM \$ INCURRED	O C	CLAIM DESCRIPTION
1								\$0		
2								\$0		
3								\$0		
4								\$0		
5								\$0		
6								\$0		
7								\$0		
8								\$0		
9								\$0		
10								\$0		
11								\$0		
12								\$0		
13								\$0		
14								\$0		
15								\$0		
16								\$0		
17								\$0		
18								\$0		
19								\$0		
20								\$0		
21								\$0		
22								\$0		
23								\$0		
24								\$0		
25								\$0		

# HEALTH DISTRICT LOSS RUN HISTORY

CARL WARREN & COMPANY

Client: COUNTY OF CLARK-0096

Policy Year	Claim Status	Client Location	File Code	Client File Code	Cov	Suf	Claimant	Cause	Date of Loss	Claim Description	Legal	Date Report	Driver	State	Adjuster	Metrics	Closed Date	Claim Count	Net Reserve Loss	Net Reserve Expense	Net Payment Loss	Net Payment Expense	Total Incurred
07/01/87	06/30/88	Closed	1220	9999 - Clark County Health District	1618463	8801261	APD	001	County, of Clark	Auto		1/25/1988					04/08/2004	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
07/01/87	06/30/88	Closed		Total														1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
07/01/87	06/30/88	Total																1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
07/01/88	06/30/89	Closed	1220	9999 - Clark County Health District	1618831	8912237	LDU	001	Gomes, Henry (Gomes, Trust)	General Liability		4/29/1989					04/08/2004	1	\$0.00	\$0.00	\$0.00	\$48.52	\$48.52
07/01/88	06/30/89	Closed	1220	9999 - Clark County Health District	1619032	9010125	LDU	001	Fooshee, Deborah	Sexual Harrassment		1/17/1989					04/08/2004	1	\$0.00	\$0.00	\$0.00	\$83,659.85	\$83,659.85
07/01/88	06/30/89	Closed		Total														2	\$0.00	\$0.00	\$0.00	\$83,708.37	\$83,708.37
07/01/88	06/30/89	Total																2	\$0.00	\$0.00	\$0.00	\$83,708.37	\$83,708.37
07/01/90	06/30/91	Closed	1220	9999 - Clark County Health District	1619510	9210230	LDU	001	Unknown, Unknown	General Liability		8/27/1990					04/08/2004	1	\$0.00	\$0.00	\$0.00	\$438.38	\$438.38
07/01/90	06/30/91	Closed		Total														1	\$0.00	\$0.00	\$0.00	\$438.38	\$438.38
07/01/90	06/30/91	Total																1	\$0.00	\$0.00	\$0.00	\$438.38	\$438.38
07/01/91	06/30/92	Closed	1220	9999 - Clark County Health District	1619873	9403225	LDU	001	C & C, Rigging	General Liability		5/6/1992					04/08/2004	1	\$0.00	\$0.00	\$0.00	\$352.47	\$352.47
07/01/91	06/30/92	Closed	1220	9999 - Clark County Health District	1619882	9404112	LDU	001	Ward, Susan	Sexual Harrassment, RETALIATION SUIT		12/11/1991					04/08/2004	1	\$0.00	\$0.00	\$0.00	\$39,428.63	\$39,428.63
07/01/91	06/30/92	Closed	1220	9999 - Clark County Health District	1619913	9406041	OBI	001	Ickes, Sherry	General Liability		2/15/1992					04/08/2004	1	\$0.00	\$0.00	\$0.00	\$36,360.56	\$36,360.56
07/01/91	06/30/92	Closed		Total														3	\$0.00	\$0.00	\$0.00	\$76,141.66	\$76,141.66
07/01/91	06/30/92	Total																3	\$0.00	\$0.00	\$0.00	\$76,141.66	\$76,141.66
07/01/92	06/30/93	Closed	1220	9999 - Clark County Health District	1619704	9307140	APD	001	Honore, Gloria	Auto		9/25/1992					03/25/2002	1	\$0.00	\$0.00	\$0.00	\$422.71	\$422.71
07/01/92	06/30/93	Closed	1220	9999 - Clark County Health District	1619780	9311076	LDU	001	Michaels, Keith	General Liability		12/17/1992					04/08/2004	1	\$0.00	\$0.00	\$0.00	\$106.22	\$106.22
07/01/92	06/30/93	Closed	1220	9999 - Clark County Health District	1619789	9311195	LDU	001	Southern Nevada, Home Builders	Deprivation of Rights		5/27/1993					05/25/2005	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
07/01/92	06/30/93	Closed		Total														3	\$0.00	\$0.00	\$0.00	\$528.93	\$528.93
07/01/92	06/30/93	Total																3	\$0.00	\$0.00	\$0.00	\$528.93	\$528.93
07/01/93	06/30/94	Closed	1220	9999 - Clark County Health District	1619776	9310244	OPD	001	Mott, Jim	General Liability		10/28/1993					04/08/2004	1	\$0.00	\$0.00	\$0.00	\$292.89	\$292.89
07/01/93	06/30/94	Closed	1220	9999 - Clark County Health District	1619894	9405020	OBI	001	Thiel, Donna	Assault & Battery		11/10/1993					04/08/2004	1	\$0.00	\$0.00	\$0.00	\$184.73	\$184.73
07/01/93	06/30/94	Closed	1220	9999 - Clark County Health District	1620564	9611424	LDU	001	Stringfellow, Joseph	Violation of Civil Rights		6/2/1994					12/05/2001	1	\$0.00	\$0.00	\$0.00	\$16,182.62	\$16,182.62
07/01/93	06/30/94	Closed		Total														3	\$0.00	\$0.00	\$0.00	\$16,660.24	\$16,660.24
07/01/93	06/30/94	Total																3	\$0.00	\$0.00	\$0.00	\$16,660.24	\$16,660.24
07/01/94	06/30/95	Closed	1220	9999 - Clark County Health District	1620244	953158	ADU	001	Peters, Simone	Auto-Unsafe Lane Change		3/17/1995	Wilfong, Elyn	NV			08/14/2003	1	\$0.00	\$0.00	\$13,037.36	\$1,149.70	\$14,187.06
07/01/94	06/30/95	Closed	1220	9999 - Clark County Health District	1620268	954139	LDU	001	Crumbacker, April	Bodily Injury-Facial Injury		2/24/1995					08/17/2001	1	\$0.00	\$0.00	\$28,000.00	\$2,856.79	\$30,856.79
07/01/94	06/30/95	Closed		Total														2	\$0.00	\$0.00	\$41,037.36	\$4,006.49	\$45,043.85
07/01/94	06/30/95	Total																2	\$0.00	\$0.00	\$41,037.36	\$4,006.49	\$45,043.85
07/01/95	06/30/96	Closed	1220	9999 - Clark County Health District	1620172	9510375	LDU	001	Nelson, Ms. H.F.	Trip and Fall		10/4/1995					08/18/2003	1	\$0.00	\$0.00	\$0.00	\$789.42	\$789.42
07/01/95	06/30/96	Closed		Total														1	\$0.00	\$0.00	\$0.00	\$789.42	\$789.42
07/01/95	06/30/96	Total																1	\$0.00	\$0.00	\$0.00	\$789.42	\$789.42
07/01/96	06/30/97	Closed	1220	9999 - Clark County Health District	1620472	9608109	ADU	001	Mueller, Jennifer	Auto-Rearend		8/5/1996	Riley, Andrew	NV			08/13/2003	1	\$0.00	\$0.00	\$603.51	\$522.00	\$1,125.51
07/01/96	06/30/97	Closed	1220	9999 - Clark County Health District	1620556	9611397	APD	001	Nielson, Richard	Auto-Rearend		11/21/1996	McCoy, Marc	NV			05/29/2002	1	\$0.00	\$0.00	\$0.00	\$137.88	\$137.88
07/01/96	06/30/97	Closed	1220	9999 - Clark County Health District	1620573	9612102	ADU	001	Simie, Taye	Auto-Unsafe Lane Change		12/12/1996	Preston, Adrian	NV			05/29/2002	1	\$0.00	\$0.00	\$0.00	\$1,297.93	\$1,297.93
07/01/96	06/30/97	Closed	1220	9999 - Clark County Health District	1620573	9612102	ADU	002	Simie, Taye	Auto-Unsafe Lane Change		12/12/1996	Preston, Adrian	NV			05/29/2002	1	\$0.00	\$0.00	\$0.00	\$10,044.46	\$10,044.46
07/01/96	06/30/97	Closed	1220	9999 - Clark County Health District	1620662	9703031	ADU	001	Plouffe, David	Auto-Rearend		3/3/1997	Preston, Adrian	NV			07/12/2002	1	\$0.00	\$0.00	\$40,000.00	\$63,184.35	\$103,184.35
07/01/96	06/30/97	Closed	1220	9999 - Clark County Health District	1620677	9703173	ADU	001	Yoder, Kathy	Auto-Rearend		3/14/1997	Bashor, Art	NV			08/11/2003	1	\$0.00	\$0.00	\$0.00	\$497.75	\$497.75
07/01/96	06/30/97	Closed		Total														6	\$0.00	\$0.00	\$40,603.51	\$75,684.37	\$116,287.88
07/01/96	06/30/97	Total																6	\$0.00	\$0.00	\$40,603.51	\$75,684.37	\$116,287.88
07/01/97	06/30/98	Closed	1220	9999 - Clark County Health District	G10307031	10307031	LDU	001	Hoch, David	Violation of Civil Rights		8/1/1997					07/16/2003	1	\$0.00	\$0.00	\$45,423.18	\$0.00	\$45,423.18

Policy Year	Claim Status	Client Location	File Code	Client File Code	Cov	Suf	Claimant	Cause	Date of Loss	Claim Description	Legal	Date Report	Driver	State	Adjuster	Metrics	Closed Date	Claim Count	Net Reserve Loss	Net Reserve Expense	Net Payment Loss	Net Payment Expense	Total Incurred	
07/01/97	06/30/98	Closed	Total															1	\$0.00	\$0.00	\$45,423.18	\$0.00	\$45,423.18	
07/01/97	06/30/98	Total																1	\$0.00	\$0.00	\$45,423.18	\$0.00	\$45,423.18	
07/01/98	06/30/99	Closed	1220	9999 - Clark County Health District	1621237	9810178	APD 001	Erickson, Richard	Auto	10/21/1998		No	10/21/1998	Boyd, Jerry	NV	Assignment, NoAdjuster		05/24/2002	1	\$0.00	\$0.00	\$917.63	\$373.00	\$1,290.63
07/01/98	06/30/99	Closed	1220	9999 - Clark County Health District	G10102002	10102002	LDU 001	Sierra, Juana	Medical Malpractice	11/25/1998		No	4/1/1999		NV	McKenna, Jonathan		12/05/2005	1	\$0.00	\$0.00	\$0.00	\$76,869.73	\$76,869.73
07/01/98	06/30/99	Closed	Total															2	\$0.00	\$0.00	\$917.63	\$77,242.73	\$78,160.36	
07/01/98	06/30/99	Total																2	\$0.00	\$0.00	\$917.63	\$77,242.73	\$78,160.36	
07/01/99	06/30/00	Closed	1220	9999 - Clark County Health District	G10101028	10101028	LDU 001	Zabbla, Joe	Violation of Civil Rights	3/27/2000		No	3/27/2000		NV	Brown, Barry		04/11/2001	1	\$0.00	\$0.00	\$0.00	\$517.40	\$517.40
07/01/99	06/30/00	Closed	Total															1	\$0.00	\$0.00	\$0.00	\$517.40	\$517.40	
07/01/99	06/30/00	Total																1	\$0.00	\$0.00	\$0.00	\$517.40	\$517.40	
07/01/00	06/30/01	Closed	1220	9999 - Clark County Health District	G10102030	10102030	ADU 001	Czyzniejewski, Lisa	Auto	2/5/2001		No	2/5/2001	Eugene Ingallise,	NV	Goulson, Corrine		04/09/2001	1	\$0.00	\$0.00	\$0.00	\$283.93	\$283.93
07/01/00	06/30/01	Closed	1220	9999 - Clark County Health District	G10102030	10102030	ADU 002	Czyzniejewski, Len	Auto	2/5/2001		No	2/5/2001	Eugene Ingallise,	NV	Goulson, Corrine		03/06/2001	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
07/01/00	06/30/01	Closed	1220	9999 - Clark County Health District	G10102030	10102030	ADU 003	Czyzniejewski, Lisa	Auto-Right Turn	2/5/2001		No	2/5/2001	Ingallise, Eugene	NV	Goulson, Corrine		03/25/2002	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
07/01/00	06/30/01	Closed	1220	9999 - Clark County Health District	G10102030	10102030	ADU 004	Czyzniejewski, Conor	Auto-Right Turn	2/5/2001		No	2/5/2001	Ingallise, Eugene	NV	Goulson, Corrine		03/25/2002	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
07/01/00	06/30/01	Closed	1220	9999 - Clark County Health District	G10102030	10102030	ADU 005	Czyzniejewski, Kieran	Auto-Right Turn	2/5/2001		No	2/5/2001	Ingallise, Eugene	NV	Goulson, Corrine		03/25/2002	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
07/01/00	06/30/01	Closed	1220	9999 - Clark County Health District	G10102030	10102030	ADU 006	Czyzniejewski, Lam	Auto-Right Turn	2/5/2001		No	2/5/2001	Ingallise, Eugene	NV	Goulson, Corrine		03/25/2002	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
07/01/00	06/30/01	Closed	1220	9999 - Clark County Health District	G10102030	10102030	ADU 007	Czyzniejewski, Lisa	Auto-Right Turn	2/5/2001		No	2/5/2001	Ingallise, Eugene	NV	Goulson, Corrine		03/25/2002	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Policy Year	Claim Status	Client Location	File Code	Client File Code	Cov	Suf	Claimant	Cause	Date of Loss	Claim Description	Legal	Date Report	Driver	State	Adjuster	Metrics	Closed Date	Claim Count	Net Reserve Loss	Net Reserve Expense	Net Payment Loss	Net Payment Expense	Total Incurred			
07/01/00	06/30/01	Closed	1220	9999 - Clark County Health District	G10103013	10103013	LDU	001	Taber, Scott	General Liability		3/4/2001					04/03/2001	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
										INSURED WAS NORTHBOUND ON RANCHO IN RIGHT HAND LANE. SLOWED FOR A VEHICLE TURNING RIGHT IN FRONT OF HIM AND WAS STRUCK IN THE LEFT REAR BY CLAIMANT VEHICLE.	No	3/4/2001	Ringgenberg, Pat	NV	McKenna, Jonathan											
07/01/00	06/30/01	Closed	1220	9999 - Clark County Health District	G10103013	10103013	LDU	002	Taber, Scott	General Liability		3/4/2001					04/03/2001	1	\$0.00	\$0.00	\$0.00	\$244.76	\$244.76			
										INSURED WAS NORTHBOUND ON RANCHO IN RIGHT HAND LANE. SLOWED FOR A VEHICLE TURNING RIGHT IN FRONT OF HIM AND WAS STRUCK IN THE LEFT REAR BY CLAIMANT VEHICLE.	No	3/4/2001	Ringgenberg, Pat	NV	McKenna, Jonathan											
07/01/00	06/30/01	Closed	1220	9999 - Clark County Health District	G10106106	10106106	ADU	001	Mabbott, Chris	Auto-Failure to Yield		6/14/2001					08/28/2001	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
										CLAIMANT VEHICLE HEALTH DISTRICT VEHICLE STRUCK BY ADVERSE VEHICLE. NO INJURIES. DOING LEFT TURN.	No	6/14/2001	Murphy, Howard	NV	Cameron, Phillip											
07/01/00	06/30/01	Closed	1220	9999 - Clark County Health District	G10106106	10106106	ADU	002	Mabbott, Chris	Auto-Failure to Yield		6/14/2001					08/28/2001	1	\$0.00	\$0.00	\$3,916.77	\$814.25	\$4,731.02			
										DISTRICT VEHICLE STRUCK BY ADVERSE VEHICLE. NO INJURIES. HEALTH DISTRICT DRIVER CITED.	No	6/14/2001	Murphy, Howard	NV	Cameron, Phillip											
07/01/00	06/30/01	Closed		Total													11	\$0.00	\$0.00	\$3,916.77	\$1,342.94	\$5,259.71				
07/01/00	06/30/01	Total															11	\$0.00	\$0.00	\$3,916.77	\$1,342.94	\$5,259.71				
07/01/01	06/30/02	Closed	1220	9999 - Clark County Health District	G10108012	10108012	ADU	001	Palmer, Denise	Auto		8/2/2001					09/25/2001	1	\$0.00	\$0.00	\$0.00	\$352.28	\$352.28			
										CLAIMANT BEING PURSUED BY METRO WHILE SHE WAS IN DIABETIC SHOCK, HIT HEALTH DISTRICT VEHICLE.	No	8/2/2001	Howell, Gary Dean	NV	Williams, Lorna											
07/01/01	06/30/02	Closed	1220	9999 - Clark County Health District	G10109028	10109028	ADU	001	Perry, Michael	Auto-Rearend		9/4/2001					03/25/2002	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
										WHILE GETTING ONTO FREEWAY RAMP NORTHBOUND 95 AT EASTERN	No	9/4/2001	Washington, Druclilla	NV	Williams, Lorna											
07/01/01	06/30/02	Closed	1220	9999 - Clark County Health District	G10203154	10203154	ADU	001	Gist, Christopher	Auto-Rearend		3/19/2002					04/18/2002	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
										INSURED WAS "BRAKING" W/ CAR DUE TO TRAFFIC FLOW WHEN I WAS HIT BY THE CAR BEHIND ME. MY CAR SEAT FAILED AND MOVED BACK ABOUT SIX INCHES. I COULD NO LONGER REACH THE BRAKE AND I BEGAN TO DRIFT TO THE RIGHT. I PULLED FORWARD TO PULL BACK	No	3/19/2002	Maxson, Daniel J.	NV	McKenna, Jonathan											
07/01/01	06/30/02	Closed	1220	9999 - Clark County Health District	G10203154	10203154	ADU	002	Gist, Christopher	Auto-Rearend		3/19/2002					04/18/2002	1	\$0.00	\$0.00	\$0.00	\$168.30	\$168.30			
										INSURED WAS "BRAKING" W/ CAR DUE TO TRAFFIC FLOW WHEN I WAS HIT BY THE CAR BEHIND ME. MY CAR SEAT FAILED AND MOVED BACK ABOUT SIX INCHES. I COULD NO LONGER REACH THE BRAKE AND I BEGAN TO DRIFT TO THE RIGHT. I PULLED FORWARD TO PULL BACK	No	3/19/2002	Maxson, Daniel J.	NV	McKenna, Jonathan											
07/01/01	06/30/02	Closed	1220	9999 - Clark County Health District	G10203154	10203154	ADU	003	Baldonao, Yolanda	Auto-Rearend		3/19/2002					04/18/2002	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
										INSURED WAS "BRAKING" W/ CAR DUE TO TRAFFIC FLOW WHEN I WAS HIT BY THE CAR BEHIND ME. MY CAR SEAT FAILED AND MOVED BACK ABOUT SIX INCHES. I COULD NO LONGER REACH THE BRAKE AND I BEGAN TO DRIFT TO THE RIGHT. I PULLED FORWARD TO PULL BACK	No	3/19/2002	Maxson, Daniel J.	NV	McKenna, Jonathan											
07/01/01	06/30/02	Closed	1220	9999 - Clark County Health District	G10203154	10203154	ADU	004	Baldonado, Yolanda	Auto-Rearend		3/19/2002					04/18/2002	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
										INSURED WAS "BRAKING" W/ CAR DUE TO TRAFFIC FLOW WHEN I WAS HIT BY THE CAR BEHIND ME. MY CAR SEAT FAILED AND MOVED BACK ABOUT SIX INCHES. I COULD NO LONGER REACH THE BRAKE AND I BEGAN TO DRIFT TO THE RIGHT. I PULLED FORWARD TO PULL BACK	No	3/19/2002	Maxson, Daniel J.	NV	McKenna, Jonathan											
07/01/01	06/30/02	Closed	1220	9999 - Clark County Health District	G10404060	10404060	LDU	001	Holmes, Erin	Wrongful Death		4/16/2002					10/10/2007	1	\$0.00	\$0.00	\$0.00	\$3,237.65	\$3,237.65			
										INFANT WAS GIVEN THE MMR AND VARICELLA VACCINATIONS AND DIED AS A RESULT	Yes	4/16/2002		NV	Dickerson, Raymond											
07/01/01	06/30/02	Closed		Total													7	\$0.00	\$0.00	\$0.00	\$3,758.23	\$3,758.23				
07/01/01	06/30/02	Total															7	\$0.00	\$0.00	\$0.00	\$3,758.23	\$3,758.23				
07/01/02	06/30/03	Closed	1220	9999 - Clark County Health District	1617851	10207191	ADU	001	Unknown, Unknown	Auto-Rearend		7/29/2002					09/10/2002	1	\$0.00	\$0.00	\$0.00	\$320.30	\$320.30			
										INSURED VEHICLE TRAVELING SOUTHBOUND CIVIC CENTER DRIVE WHEN EXITED FROM A DRIVEWAY MAKING A RIGHT TURN INTO THE PATH OF VEHICLE 2. VEHICLE 2 REARENDED VEHICLE 1. DRIVER EXITED VEHICLE 1 LOOKED AT THE REAR OF HER VEHICLE, GOT BACK	No	7/29/2002	Gutierrez, Shelia	NV	Assignment, NoAdjuster											
07/01/02	06/30/03	Closed	1220	9999 - Clark County Health District	G10304009	10304009	ADU	001	Smith, Katie	Auto-Unsafe Lane Change		3/26/2003					07/31/2003	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
										CLAIMANT TRIED TO ENTER LEFT TURN LANE JUST AS IT STARTS TO WIDEN AND SIDESWIPE INSURED'S VEHICLE	No	3/26/2003	Atkins, Kristopher	NV	Williams, Lorna											
07/01/02	06/30/03	Closed		Total													2	\$0.00	\$0.00	\$0.00	\$320.30	\$320.30				
07/01/02	06/30/03	Total															2	\$0.00	\$0.00	\$0.00	\$320.30	\$320.30				
07/01/03	06/30/04	Closed	1220	9999 - Clark County Health District	G10307013	10307013	ADU	001	Snow, Jeff	Auto-Rearend		7/2/2003					07/25/2003	1	\$0.00	\$0.00	\$0.00	\$362.70	\$362.70			
										INSURED STOPPED IN TRAFFIC AND WAS REARENDED	No	7/2/2003	Butoly, George	NV	Martinez, Lisa											
07/01/03	06/30/04	Closed	1220	9999 - Clark County Health District	G10307049	10307049	ADU	001	Schmitt, James	Auto-Head On		7/14/2003					11/04/2003	1	\$0.00	\$0.00	\$2,446.27	\$920.55	\$3,366.82			
										INSURED DRIVER WAS DRIVING SOUTHBOUND THROUGH THE PARKING LOT. ADVERSE DRIVER WAS DRIVING NORTHBOUND IN THE PARKING LOT. BOTH VEHICLES HIT HEAD-ON	No	7/14/2003	Empey, Lonnie C	NV	Martinez, Lisa											

Policy Year	Claim Status	Client Location	File Code	Client File Code	Cov	Suf	Claimant	Cause	Date of Loss	Claim Description	Legal	Date Report	Driver	State	Adjuster	Metrics	Closed Date	Claim Count	Net Reserve Loss	Net Reserve Expense	Net Payment Loss	Net Payment Expense	Total Incurred	
07/01/03	06/30/04	Closed	1220	9999 - Clark County Health District	G10307049	10307049	ADU 002	Schmitt, Jamie	Auto-Head On	7/14/2003	No	7/14/2003	Empey, Lonnie C	NV	Martinez, Lisa		11/04/2003	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
07/01/03	06/30/04	Closed	1220	9999 - Clark County Health District	G10307105	10307105	LDU 001	Crutchfield, Walter	Violation of Civil Rights	7/18/2003	Yes	7/18/2003		NV	Abe, Vernon		11/30/2005	1	\$0.00	\$0.00	\$0.00	\$9,261.58	\$9,261.58	
07/01/03	06/30/04	Closed	Total																4	\$0.00	\$0.00	\$2,446.27	\$10,544.83	\$12,991.10
07/01/03	06/30/04	Total																4	\$0.00	\$0.00	\$2,446.27	\$10,544.83	\$12,991.10	
07/01/04	06/30/05	Closed	1220	9999 - Clark County Health District	297975		ADU 001	Fuentes, John	Auto	5/10/2005	No	5/10/2005	Reyes, David	NV	Martinez, Lisa		05/26/2005	1	\$0.00	\$0.00	\$0.00	\$333.79	\$333.79	
07/01/04	06/30/05	Closed	1220	9999 - Clark County Health District	297975		ADU 002	Corsafe-Hallil, Maria	Auto	5/10/2005	No	5/10/2005	Reyes, David	NV	Martinez, Lisa		05/26/2005	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
07/01/04	06/30/05	Closed	1220	9999 - Clark County Health District	301414	050615-2187	ADU 001	Mora, Elida	Auto-Rearend	6/15/2005	No	6/15/2005	Muniz, Gall	NV	Williams, Shani		06/28/2005	1	\$0.00	\$0.00	\$0.00	\$382.52	\$382.52	
07/01/04	06/30/05	Closed	1220	9999 - Clark County Health District	301414	050615-2187	ADU 002	Leyva, Carlos	Auto-Rearend	6/15/2005	No	6/15/2005	Muniz, Gall	NV	Williams, Shani		06/28/2005	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
07/01/04	06/30/05	Closed	1220	9999 - Clark County Health District	301606	050616-1116	ADU 001	Babb, Russ	Auto-Backed Up	6/16/2005	No	6/16/2005	Barajas, Alexis	NV	Williams, Lorna		07/22/2005	1	\$0.00	\$0.00	\$0.00	\$236.98	\$236.98	
07/01/04	06/30/05	Closed	Total																5	\$0.00	\$0.00	\$0.00	\$953.29	\$953.29
07/01/04	06/30/05	Total																5	\$0.00	\$0.00	\$0.00	\$953.29	\$953.29	
07/01/05	06/30/06	Closed	1220	9999 - Clark County Health District	1385691	050729-1611	ADU 001	Santillana, Elena	Auto-Rearend	7/29/2005	No	7/29/2005	Fitzgerald, Stephen	NV	Martinez, Lisa		09/20/2006	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
07/01/05	06/30/06	Closed	1220	9999 - Clark County Health District	1385691	050729-1611	ADU 002	Quipse, Aguilino	Auto-Rearend	7/29/2005	No	11/10/2004	Fitzgerald, Stephen	NV	Martinez, Lisa		09/20/2006	1	\$0.00	\$0.00	\$2,039.37	\$2,529.81	\$4,569.18	
07/01/05	06/30/06	Closed	1220	9999 - Clark County Health District	1392260		LDU 001	Sims, Nash	General Liability	8/29/2005	No	8/29/2005		NV	Martinez, Lisa		10/17/2005	1	\$0.00	\$0.00	\$0.00	\$573.82	\$573.82	
07/01/05	06/30/06	Closed	1220	9999 - Clark County Health District	1397672	05-31150	ADU 001	Carranco, Juan	Auto-Rearend	12/12/2005	No	12/12/2005	Reyes, David	NV	Martin, Dale		12/29/2005	1	\$0.00	\$0.00	\$0.00	\$482.50	\$482.50	
07/01/05	06/30/06	Closed	1220	9999 - Clark County Health District	1397672	05-31150	ADU 002	Carranco, Eduardo	Auto-Rearend	12/12/2005	No	12/12/2005	Reyes, David	NV	Martin, Dale		01/12/2006	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
07/01/05	06/30/06	Closed	1220	9999 - Clark County Health District	1422919		ADU 001	Kuntz, James	Auto-Failure to Yield	3/28/2006	No	3/28/2006	Hasselbauer, Forrest (unoccupied)	NV	Martinez, Lisa		04/07/2006	1	\$0.00	\$0.00	\$0.00	\$353.11	\$353.11	
07/01/05	06/30/06	Closed	1220	9999 - Clark County Health District	1425364	060424-0972	ADU 001	Terrazas, Maria	Auto-Unsafe Lane Change	4/24/2006	No	4/24/2006	Valencia, Diana Gabrielle	NV	Martinez, Lisa		05/21/2008	1	\$0.00	\$0.00	\$24,000.00	\$4,431.04	\$28,431.04	
07/01/05	06/30/06	Closed	91001	Clark County Health District	1425364	060424-0972	ADU 002	Lopez, Diana	Auto-Unsafe Lane Change	4/24/2006	No	4/24/2006	Valencia, Diana Gabrielle	NV	Martinez, Lisa		07/15/2008	1	\$0.00	\$0.00	\$9,000.00	\$0.00	\$9,000.00	
07/01/05	06/30/06	Closed	1220	9999 - Clark County Health District	1476570	CASE NO. A561165	LDU 001	Foster Jr., Kennedy	General Liability	4/17/2006	Yes	4/17/2006		NV	Embry, Carol		11/23/2011	1	\$0.00	\$0.00	\$0.00	\$2,538.90	\$2,538.90	

Policy Year	Claim Status	Client Location	File Code	Client File Code	Cov	Suf	Claimant	Cause	Date of Loss	Claim Description	Legal	Date Report	Driver	State	Adjuster	Metrics	Closed Date	Claim Count	Net Reserve Loss	Net Reserve Expense	Net Payment Loss	Net Payment Expense	Total Incurred						
07/01/05	06/30/06	Closed	1220	9999 - Clark County Health District	1484709	CASE NO. A565220	LDU	001	Garcia, et al., Chris	General Liability	6/16/2006	6/16/2006	NV	Embry, Carol			11/23/2011	1	\$0.00	\$0.00	\$0.00	\$2,018.82	\$2,018.82						
07/01/05	06/30/06	Closed	Total																	10	\$0.00	\$0.00	\$35,039.37	\$12,928.00	\$47,967.37				
07/01/05	06/30/06	Total																						10	\$0.00	\$0.00	\$35,039.37	\$12,928.00	\$47,967.37
07/01/06	06/30/07	Closed	1220	9999 - Clark County Health District	1475586	CASE # A553579	LDU	001	Stragey, Christine	General Liability	12/13/2006	12/13/2006	NV	Embry, Carol			10/26/2010	1	\$0.00	\$0.00	\$0.00	\$2,345.62	\$2,345.62						
07/01/06	06/30/07	Closed	Total																	1	\$0.00	\$0.00	\$0.00	\$2,345.62	\$2,345.62				
07/01/06	06/30/07	Total																						1	\$0.00	\$0.00	\$0.00	\$2,345.62	\$2,345.62
07/01/07	06/30/08	Open	1220	9999 - Clark County Health District	1468409	Case No. A546905	LDU	001	Pauluk, Wendy	Violation of Civil Rights	7/17/2007	1/7/2008	NV	Branch, Las Vegas				1	\$1,000.00	\$297.34	\$0.00	\$1,043,094.80	\$1,044,392.14						
07/01/07	06/30/08	Open	1220	9999 - Clark County Health District	1488497	#2:08-CV-1257RLH-GWF	LDU	001	Pinkney, Janie	Violation of Civil Rights	6/20/2008	12/17/2008	NV	Branch, Las Vegas				1	\$1,000.00	\$10.25	\$0.00	\$245,321.17	\$246,331.42						
07/01/07	06/30/08	Open	1220	9999 - Clark County Health District	1498343	CASE # A588257	LDU	001	Pauluk et al., Wendy - Case 2	Bodily Injury	7/17/2007	7/17/2007	NV	Branch, Las Vegas				1	\$1,000.00	\$4.76	\$0.00	\$52,697.02	\$53,701.78						
07/01/07	06/30/08	Open	Total																	3	\$3,000.00	\$312.35	\$0.00	\$1,341,112.99	\$1,344,425.34				
07/01/07	06/30/08	Total																						3	\$3,000.00	\$312.35	\$0.00	\$1,341,112.99	\$1,344,425.34
07/01/08	06/30/09	Closed	1220	9999 - Clark County Health District	1481445		ADU	001	Valdovino-Nogueada, Jorge	Auto-Failure to Yield	8/11/2008	8/11/2008	Johnson, Jeff	NV	Clayson, Michael			07/12/2012	1	\$0.00	\$0.00	\$4,527.08	\$10,341.50	\$14,868.58					
07/01/08	06/30/09	Closed	1220	9999 - Clark County Health District	1488166	UNIT #22	ADU	001	Lal, Romila	Auto-Unsafe U-Turn	12/11/2008	12/11/2008	Clarke, Michelle	NV	Embry, Carol			04/24/2009	1	\$0.00	\$0.00	\$0.00	\$773.51	\$773.51					
07/01/08	06/30/09	Open	1220	9999 - Clark County Health District	1494354		ADU	001	Gabriel-Moreno, Jose	Auto	4/6/2009	4/6/2009	Ghamassari, Nadereh	NV	Branch, Las Vegas				1	\$0.00	\$0.00	\$3,285.26	\$1,805.22	\$5,090.48					
07/01/08	06/30/09	Open	Total																	1	\$0.00	\$0.00	\$3,285.26	\$1,805.22	\$5,090.48				
07/01/08	06/30/09	Closed	Total																	2	\$0.00	\$0.00	\$4,527.08	\$11,115.01	\$15,642.09				
07/01/08	06/30/09	Total																						3	\$0.00	\$0.00	\$7,812.34	\$12,920.23	\$20,732.57
07/01/09	06/30/10	Closed	1220	9999 - Clark County Health District	1503087	UNIT 11002	ADU	001	Marquez, Maria	Auto-Left Turn	9/1/2009	9/1/2009	Clawson, Ricky	NV	Clayson, Michael			09/27/2012	1	\$0.00	\$0.00	\$2,710.34	\$3,890.30	\$6,600.64					
07/01/09	06/30/10	Closed	1220	9999 - Clark County Health District	1528723		ADU	001	Major, Dale	Auto-Hit Parked Car	6/1/2010	6/1/2010	Schermuly, Chris	NV	Clayson, Michael			08/09/2010	1	\$0.00	\$0.00	\$2,834.01	\$2,576.41	\$5,410.42					
07/01/09	06/30/10	Open	1220	9999 - Clark County Health District	1865560	2:13CV01409-LDGCWH	LPI	001	AGUIRRE, RUBEN	Violation of Civil Rights	2/22/2010	9/10/2013		NV	Branch, Las Vegas				1	\$1,250.00	\$0.00	\$0.00	\$27,066.46	\$28,316.46					





**NEVADA PUBLIC AGENCY INSURANCE  
PROSPECTIVE MEMBERS UNDERWRITING**

**Name of Entity:** Southern Nevada Health Distr

**Related Entities to be Included:** None

**Insurance Agent:** WillisTowersWatson - Chuck F

**Estimated Annual Premium:** tbd

**Date:** 4/25/2016

**Maintenance Deductible** \$50,000

<u>Criteria</u>	<u>Considered</u>	<u>Required</u>
Cooperative Attitude Toward Loss Control		X
Exposures Acceptable		X
Policies/Procedures Exist For Critical Operations		X
Loss Experience Acceptable		X
Well-Maintained Facilities and Equipment	X	
Sound Financial Condition	X	
Quality of Management/Stability of Board	X	
Employee Procedures Manual	X	
Training Programs for Employees	X	
Urban vs. Rural Location	X	
Established Risk Management and Safety Program	X	
Unusual Operations	X	
Deductible Size	X	

**Attachment:**  
None

Policy History Recap (Premium and Losses)

Other:

**SURANCE POOL  
WRITING REVIEW**

ict \_\_\_\_\_

\_\_\_\_\_

falsey \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Comments**

\_\_\_\_\_

excellent attention to safety \_\_\_\_\_

Urban Health District with clinics, etc.  
<http://southernnevadahealthdistrict.org/> \_\_\_\_\_

Yes \_\_\_\_\_

See below; data from 1987 available \_\_\_\_\_

Newly remodeled facility \_\_\_\_\_

Yes \_\_\_\_\_

Good; splitting off from Calrk County \_\_\_\_\_

Yes, working with PACT HR services \_\_\_\_\_

driver training required \_\_\_\_\_

Urban - Clark County \_\_\_\_\_

Yes \_\_\_\_\_

<http://southernnevadahealthdistrict.org/index.php> \_\_\_\_\_

\$ 50,000 \_\_\_\_\_

CLAIMS HISTORY	Incurred	# Claims
7/1/2015-2016	\$1,395	1

7/1/2014-2015	\$63,086	4	
7/1/2013-2014	\$767,066	2	Civil rights case
7/1/2012-2013	\$90,243	5	
7/1/2011-2012	\$61,970	1	
7/1/2010-2011	\$71,982	2	
7/1/2009-2010	\$40,328	3	
7/1/2008-2009	\$20,733	3	
7/1/2007-2008	\$1,344,425	3	Wrongful death/ civil rights case
7/1/2006-2007	\$2,346	1	
7/1/2005-2006	\$47,967	10	
7/1/2004-2005	\$953	5	
7/1/2003-2004	\$12,991	4	
7/1/2002-2003	\$320	2	
7/1/2001-2002	\$3,758	7	
<b>TOTAL 15 years</b>	<b>\$2,529,563</b>	<b>53</b>	
<b>Annual average over 15 years</b>	<b>\$168,638</b>	<b>4</b>	