



Harris County Emergency Services District 1
2800 Aldine Bender Road
Houston, Texas 77032

REGULAR BOARD MEETING
January 30, 2024
ROLL CALL OF COMMISSIONERS

- CATHY SUNDAY, PRESIDENT**
- SHIRLEY REED, VICE PRESIDENT**
- FRED SCIBUOLA, TREASURER**
- VIRGINIA BAZAN, SECRETARY**
- PETE SERNA, ASSISTANT TREASURER**
- CARYN PAPANTONAKIS, LEGAL COUNSEL TO BOARD**
- MELISSA MORTON, CPA TO THE BOARD**

APPROVED
Harris County ESD #1
Board of Commissioners

JAN 30 2024

President: _____

Secretary: _____

- ~~~~~
- JEREMY HYDE, HCEC PRESIDENT**
 - HEATH WHITE, HCEC VP OF OPERATIONS**
 - KEIR VERNON, HCEC VP OF ADMINISTRATION**
 - MARK SMITH, HCEC GENERAL COUNSEL**

Office: (281) 449-3131
Fax: (281) 227-3335
Email: info@hcesd-1.org



Harris County Emergency Services District 1
2800 Aldine Bender Road
Houston, Texas 77032

REGULAR BOARD OF COMMISSIONERS MEETING
January 30, 2024
SIGN-IN SHEET

Vince Grainger - Ag CM

Office: (281) 449-3131
Fax: (281) 227-3335
Email: info@hcec.com



HARRIS COUNTY EMERGENCY SERVICES DISTRICT #1

BOARD OF COMMISSIONERS
REGULAR MEETING

Meeting Date: Tuesday, January 30, 2024
Meeting Time: 10:00 a.m.
Posting Date: Monday, January 22, 2024

Location: 2800 Aldine Bender Road
Houston, Texas 77032

AGENDA

APPROVED
Harris County ESD #1
Board of Commissioners

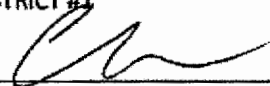
1. Call to order
2. Moment of Silence and Pledge of Allegiance
3. Roll Call of Commissioners
4. Adoption of agenda
5. Open Forum*
6. Open Comments from the Board of Commissioners
7. Review and possibly approve all Meeting Minutes
8. Report from Building Committee
9. Possible action on Building Committee report
10. Discuss and possibly approve change orders for Future Stations 93 and 96
11. Discuss and possibly approve the Morton Accounting Services' monthly report and authorize payment of bills
12. Possible action on The Morton Accounting Services' monthly report
13. Discuss and possibly approve audit engagement letter
14. Discuss and possibly approve renewal of ESD insurance policy
15. Discuss and possibly approve Resolution adopting commissioner compensation and expense reimbursement
16. Discuss and possibly approve Commissioner attendance at annual Safe-D Conference
17. Harris County Emergency Corps Report (JH)
18. Possible action on Harris County Emergency Corps Report
19. Adjourn to closed session
 - a. Meeting closed for the purposes to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public employee, up to and including Commissioners, Executive Director, Director(s) and potential appointees to the Board of Commissioners - Tex. Gov't Code § 551.074(a) (1).
 - b. Confer with attorney re: pending or threatened litigation - Tex. Gov't Code § 551.071(1) (A).
 - c. Receive advice from attorney regarding legal issues - Tex. Gov't Code § 551.071(2).
 - d. Discussion regarding the purchase, exchange, lease, or value of real property - Tex. Gov't Code § 551.072.
20. Possible action on closed session
21. Announce next Board meeting
22. Adjourn

JAN 30 2024

President: 

Secretary: 

HARRIS COUNTY EMERGENCY SERVICES
DISTRICT #1


Caryn Papantonakis
Attorney for the District



SEAL

*Persons wishing to speak before the board may speak one time only and will be limited to 5 minutes per speaker

**SUPPLEMENTAL AGENDA
HARRIS COUNTY EMERGENCY SERVICES DISTRICT NO. 1**

Notice is hereby given that the Board of Commissioners (the "Board") of Harris County Emergency Services District No. 1 (the "District") will hold a regular meeting, open to the public, on **TUESDAY, JANUARY 30, 2024**, at **10:00 a.m.** at **2800 Aldine Bender, Houston, Texas 77032**, outside the boundaries of the District, to consider and act upon the following matters:

1. ELECTION AGENDA

- a. Update on May 4, 2024 Commissioners Election matters, and take any necessary actions on same;
- b. Consider lease of voting equipment from Harris County Emergency Services District No. 11, and take any necessary actions on same;
- c. Establish hourly rates for payment of election officials;
- d. Review and discuss locating potential polling places and obtaining election judges and clerks for the May 4, 2024 Commissioners Election;
- e. Adopt Order Calling Commissioners Election scheduled for May 4, 2024; and
- f. Determine canvassing date for May 4, 2024 Commissioners Election.

**ORDEN DEL DÍA COMPLEMENTARIA
DISRITO DE SERVICIOS DE EMERGENCIA NRO. 1 DEL CONDADO DE HARRIS**

*Se notifica por el presente que la Junta de Comisionados (la "Junta") del Distrito de Servicios de Emergencia Nro. 1 del Condado de Harris (el "Distrito") llevará a cabo una asamblea ordinaria abierta al público el **MARTES 30 DE ENERO DE 2024** a las **10:00 a.m.** en **2800 Aldine Bender, Houston, Texas 77032**, fuera de los límites del Distrito para considerar y actuar sobre los siguientes asuntos:*

1. ORDEN DEL DÍA REFERENTE A LA ELECCIÓN

- a. *Actualización sobre los asuntos de la Elección de Comisionados del 4 de mayo de 2024, y tomar las medidas necesarias al respecto;*
- b. *Considerar arrendar el equipo de votación del Distrito de Servicios de Emergencia Nro. 11 del Condado de Harris y tomar cualquier medida necesaria al respecto;*
- c. *Establecer las tarifas de pago por hora de los funcionarios electorales;*
- d. *Repasar y discutir los lugares de votación y obtener jueces y funcionarios electorales para la elección de Comisionados del 4 de mayo de 2024;*
- e. *Adoptar Orden para Convocar Elección de Comisionados programada para el sábado 4 de mayo de 2024; y*
- f. *Determinar la fecha de escrutinio para la Elección de Comisionados del 4 de mayo de 2024.*



APPROVED
Harris County ESD #1
Board of Commissioners

JAN 30 2024

{00425279 2}

President: _____

Secretary: _____

BƠ SUNG CHƯƠNG TRÌNH NGHỊ SỰ
CƠ QUAN DỊCH VỤ KHẨN CẤP SỐ 1 QUẬN HARRIS

Theo đây, chúng tôi xin thông báo Ban Ủy Viên Điều Hành ("Ban Điều Hành") của Cơ Quan Dịch Vụ Khẩn Cấp Số 1 Quận Harris ("Cơ Quan") sẽ tổ chức một cuộc họp thường lệ và công khai vào **THỨ BA, NGÀY 30 THÁNG MỘT, 2024**, vào lúc **10 giờ sáng** tại **2800 Aldine Bender, Houston, Texas 77032**, bên ngoài phạm vi ranh giới của Cơ Quan, để xem xét và thực hiện các vấn đề sau đây:

1. LỊCH TRÌNH NGHỊ SỰ

- a. Cập nhật các vấn đề có liên quan đến Cuộc Bầu Cử Xác Nhận và Ủy Viên Quản Trị ngày 4 tháng Năm, 2024, và có thể có bất kỳ hành động cần thiết cho việc này;
- b. Xem xét việc thuê thiết bị bỏ phiếu từ Cơ Quan Dịch Vụ Khẩn Cấp Số 11 Quận Harris và thực hiện các biện pháp cần thiết về vấn đề này;
- c. Xem xét và thảo luận về các địa điểm bỏ phiếu và bổ nhiệm các trưởng ban và thư ký phụ trách bỏ phiếu cho cuộc Bầu Cử Ủy Viên Hội ngày 4 tháng Năm, 2024;
- d. Thiết lập mức giá theo giờ thanh toán của các quan chức bầu cử;
- e. Thông qua Lệnh Yêu Cầu tổ chức Cuộc Bầu Cử Ủy Viên dự kiến diễn ra vào ngày 4 tháng Năm, 2024; và
- f. Xác định ngày kiểm phiếu cho Cuộc Bầu Cử Ủy Viên ngày 4 tháng Năm, 2024.

补充 選舉議程

HARRIS 縣第 1 號緊急服務區

特此公告市民中所有相關成員, Harris 縣第 1 號緊急服務區 ("行政區") 委員會成員 ("理事會") 星期 **2024 年 1 月 30 日, 星期二, 上午 10:00** 召開一般會議, 會議將對外開放, 在 **2800 Aldine Bender, Houston, Texas 77032** 舉行, 此行政區以外範圍, 此會議將審議并執行下列事項:

1. 選舉議程

- a. 2024 年 5 月 4 日更新委員和合併選舉事宜; 并對同一法案付諸必要的行動;
- b. 考慮租用 Harris 縣緊急服務區第 11 號的投票設備, 並對此採取任何必要的行動;
- c. 審核及討論投票地點和選出 2024 年 5 月 4 日理事選舉之選舉法官及書記員;
- d. 建立選舉官員時薪;
- e. 採納關於舉行 2024 年 5 月 4 日 (週六) 委員選舉的命令; 以及
- f. 確定 2024 年 5 月 4 日委員選舉的選票審核日期;



Regina D. Adams
Radcliffe Adams Barner PLLC
Special Counsel



THIS NOTICE OF MEETING IS INTENDED TO BE A SUPPLEMENTAL NOTICE FOR THE PURPOSE OF ADDING ADDITIONAL SUBJECTS TO THE AGENDA FOR SUCH MEETING WHICH HAS PREVIOUSLY BEEN POSTED IN ACCORDANCE WITH THE TEXAS OPEN MEETINGS ACT.



JAN 30 2024
President: [Signature]

Secretary: [Signature]

**HARRIS COUNTY EMERGENCY SERVICES DISTRICT #1
BOARD OF COMMISSIONERS
REGULAR MEETING
MINUTES – December 15, 2023**

1. **Call to Order:** Cathy Sunday called the meeting to order at 10:04 am.
2. **Moment of Silence and Pledge of Allegiance:** Cathy Sunday called for a moment of silence and followed with the Pledge of Allegiance at 10:05 am.
3. **Roll Call of Commissioners:** Present at call to order were HCESD-1 Commissioners: President Cathy Sunday, Vice President Shirley Reed, Secretary Virginia Bazan, Treasurer Fred Scibuola (via phone), Asst. Treasurer Pete Serna and Melissa Morton with The Morton Accounting Also present were Harris County Emergency Corps (HCEC) personnel: President Jeremy Hyde, Vice President of Operations Heath White, Vice President of Administration Keir Vernon, and Executive Assistant Michelle Sterling along with Legal Counsel Mark Smith. Guests present were Regina Adams with Radcliffe Adams Barner PLLC.
4. **Adoption of Agenda:** Virginia Bazan made a motion to adopt the agenda as presented. Motion carried.
5. **Open Forum:** None.
6. **Open Comments from the Board of Commissioners:** None.
7. **Review and possibly approve all Meeting Minutes:** Motion to approve regular meeting minutes was made by Pete Serna. Motion carried.
8. **Report from Building Committee:** Jeremy Hyde stated that alpha testing for asbestos fee was higher than anticipated. They are working on going through another vendor and there will be negotiations to agree on the final vendor and fee amount.
9. **Possible action on Building Committee report:** None.
10. **Discuss and possibly approve change orders for Future Stations 93 and 96:** There were changes during permitting at Station 96 totaling \$153,861.86 and the changes at Station 93 during permitting totaled \$25,657.56. Motion to approve the change proposal request for Stations 93 and 96, not to exceed \$179,519.42, was made by Pete Serna. Motion carried. Motion to approve tap and inspection fees for EMS Station 93 in the amount of \$27,137 was made by Shirley Reed. Motion carried. Motion to approve review for asbestos testing subject to attorney review, not to exceed \$14,600, was made by Pete Serna. Motion carried.
11. **Discuss and possibly approve The Morton Accounting Services' monthly report and authorize payment of bills:** Melissa Morton presented the unpaid bills report only today. There was an additional expense for reimbursement to Virginia Bazan in the amount of \$2700. The total amount of bills to be approved today total \$162,975. In addition, there is a reimbursement to Jeremy Hyde in the amount of \$12,438 for permitting fees. Mrs. Morton stated that different amounts are being used on reimbursements by Commissioners and they will hold a class to discuss reimbursement reports in early January. Motion to approve the authorization of unpaid bills was made by Pete Serna. Motion carried.

12. **Possible action on The Morton Accounting Services' monthly report:** None.
13. **Discuss and possibly approve agreement amendment with Radcliffe Adams Barner for election services:** Motion to approve agreement amendment with Radcliffe Adams Barner for election services was made by Shirley Reed. Motion carried.
14. **Discuss and possibly approve purchase of ambulances:** There are 2 ambulance boxes needed at a grand total of \$381,200. These will be coming from Frazer. Motion to approve the purchase of ambulances subject to attorney review was made by Virginia Bazan. Motion carried.
15. **Discuss and possibly approve renewal of service contract with Stryker Medical:** The renewal of ProCare Services through Stryker totals \$228,699. Stryker is on-site a couple times a month servicing equipment. Motion to approve renewal of service contract with Stryker Medical was made by Shirley Reed. Motion carried.
16. **Harris County Emergency Corps Report:** HCEC report was given by Mr. Hyde as follows:
 - HCEC responded to 1911 911 calls this month, compared to 2008 in the previous month. Response time is 8:22.
 - HCEC held our Holiday Party on December 7 at Top Golf. Our staff had an excellent time.
 - HCEC is holding the potluck and the Grandparents gift giveaway on December 15.
 - HCEC awarded our dedicated staff \$600k in year-end bonuses for 2023. They wished to thank the ESD and the HCEC Board for their unwavering support.
 - Vehicle Accidents last month: 0
 - Vehicle Maintenance Reports last month: 23
17. **Possible action on Harris County Emergency Corps Report:** None.
18. **Adjourn to closed session:** None.
19. **Possible action on closed session:** None.
20. **Announce next Board meeting:** The Regular Board of Commissioners meeting will be held on Tuesday, January 30, 2024 at 10:00 am. The Expense Report meeting, subject to Caryn Papantonakis and Melissa Morton schedules, will be held on January 4, 2024 at 11:00 am.
21. **Adjourn:** Pete Serna made a motion to adjourn. Motion carried. Meeting adjourned at 11:29 am.



**HARRIS COUNTY EMERGENCY SERVICES DISTRICT #1
BOARD OF COMMISSIONERS
SUPPLEMENTAL AGENDA
MINUTES – December 15, 2023**

1. Election Agenda:

- a. **Update on May 4, 2024 Commissioners Election matters, and take any necessary actions on same:** Regina Adams stated that historically we would have had to hold our own elections. There have been significant changes in elections over the last couple of years. The cost is large to run your own election. There will be no constitutional amendments on the ballot in May. There is still discussion with county clerk for that election. It is undecided whether HCESD No. 1 has to run their own election or contract with the county. In 2016, Special Purpose districts could move their elections to a different date. She has expressed to the county that this option would be nice to have again. Ms. Adams is hoping to find out more information next week. The election does not have to be called until February 16, 2024. The first day to file is January 17, 2024. These processes still have to move along as usual regardless of not knowing how the election will be held.
- b. **Notice of Appointment of Designated Agent:** Notice is included in documents.
- c. **Notice of Deadline to File Applications for Place on Ballot:** Motion to approve election agenda items b and c was made by Shirley Reed. Motion carried.
- d. **Discuss and take necessary action regarding method of conduct on May 4, 2024 General Election:** This will be discussed in January.

2. Attorney's Report:

- a. **Review Attorney Fee Agreement Rate Amendment for Special Counsel Services:** The rate has changed now as there has not been an increase since the inception of their services with HCESD No. 1. Form 1295 Exhibit "A" in the documents shows the updated firm's 2024 billing rates. She expressed that we are still receiving lower rates than usual. Ms. Adams' rate per hour will increase from \$275 to \$340, Mr. Smith's rate per hour will increase from \$300 to \$340, Mr. Barner's rate per hour will increase from \$190 to \$310*, Ms. King's rate per hour will be \$250 and Ms. Rodriguez's rate per hour will increase from \$120 to \$150. Other staff members who may work for time to time on the District's file, will bill at their then-current rates.

APPROVED
Harris County ESD #1
Board of Commissioners

JAN 30 2024

President: _____
Secretary: _____



P.O. Box 1587 – Pearland, Texas 77588 – 281/997-2640 – Fax: 281 / 485-4702

Change Proposal Request

Project: HCESD No 1 EMS Stations 93 & 96

Date: 1/15/24

Change Proposal No: 02

To: AG/CM Inc

Attn: Vince Grainger

Construction Masters proposes to make the following changes to the original scope for work for the HCESD No 1 EMS Stations 93 & 96:

Air Monitoring

ECI	\$	2,050.00
Subtotal	\$	2,050.00
OH&P	\$	102.50
Additional Bond Premium (2.5% up to \$100K; 1.5% up to \$500K)	\$	32.29
Total Change Proposal Request	\$	2,184.79

Scope Changes:

1. Air Monitoring for 3 days during asbestos abatement.

Attached Quotes: ECI

APPROVED
Harris County ESD #1
Board of Commissioners

JAN 30 2024

President: _____

Secretary: _____

Dennis Busby
Construction Masters of Houston, Inc



5773 Woodway Drive, Suite # 310
Houston, Texas 77057
Tel: (713) 334-1300
Fax: (713) 334-1301
E-Mail: info@eci-env.com

ENVIRONMENTAL CONSULTANTS INTERNATIONAL, LLC.

December 13, 2023

Mr. Dennis Busby
Construction Masters of Houston
3908 3rd Street
Pearland, Texas 77581

RE.: Asbestos Abatement Management Services Proposal
2947 Washington Drive - Station 96
Houston, Texas 77038
ECI Proposal Number: P23044

Dear Mr. Busby:

Pursuant to your request, Environmental Consultants International, LLC. (ECI) is pleased to provide the following proposal for asbestos management services for the above referenced project.

ECI proposes to provide the following:

I. CONSTRUCTION SPECIFICATIONS / CONTRACT SERVICES

- A. Prepare project construction specifications including site visits to confirm present conditions requiring abatement of Asbestos-Containing Building Material (ACBM) in accordance with EPA, OSHA, state, city and other applicable regulations and recommendations.
- B. Abatement schedule - ECI will meet with management to develop and maintain the asbestos removal schedule. ECI will work closely with management to maintain the abatement phase as required.

II. AIR MONITORING / INSPECTION / PROJECT MANAGEMENT

- A. Provide full-time on-site EPA-certified / Texas-licensed Industrial Hygienist project manager for inspection of contractor's work for compliance with specifications and regulations and to conduct Phase Contrast Microscopy (PCM) air sampling before, during, and after abatement.
- B. Provide a project manager to act as contract administrator, review and approve work orders progress reports, payment requests, submittals, change orders, etc...

December 13, 2023
Mr. Dennis Busby
Asbestos Abatement Management Services Proposal
2947 Washington Drive - Station 96
Houston, Texas 77038
ECI Proposal Number: P23044
Page 2 of 3

- C. Provide final clearance air testing by Phase Contrast Microscopy (PCM) in accordance with the latest regulatory requirements.
- D. Provide liaison services among owner, building management, contractor and regulatory agencies.
- E. Review and approve contractor compliance including abatement licenses, worker registrations, and qualifications; obtain acknowledgments and releases from contractor and consultant personnel on owner's behalf.

COMPENSATION:

- Design Specifications/Scope Of Work Documents \$0.00 (included in daily rate)
- On-Site Air Monitoring & Project Management \$600.00 per day (or work shift)***
- Final Report Preparation & Quality Control. \$250.00

***** Note:** This daily rate includes all labor, materials, air samples (including PCM final clearances) and all expenses necessary to conduct the work for up to ten (10) work hours per day (or work shift). No overtime or weekend charges apply. ECI will only invoice for actual costs incurred. Our invoice will reflect in detail all charges.

Our services will be invoiced on a monthly basis or upon completion of the work. If this proposal is acceptable to you, please **fully complete and sign** the enclosed proposal acceptance sheet and return it to our office at your earliest convenience. This proposal is valid only for **sixty (60) days** from the proposal date unless extended in writing. Upon your acceptance of the proposal in writing, the same will constitute a binding contract between your company and ours.

We appreciate the opportunity to provide you with our professional services. Should you have any questions or require additional information, please do not hesitate to contact our office at your convenience. ECI staff is available for your immediate assistance around the clock.

Sincerely,
Environmental Consultants International, LLC. (ECI)



Sam H. Barbar, *BSCE, BSEE*
Texas Consultant License Number: 10-5452

Enc.: -Proposal
-Proposal Acceptance Sheet



P.O. Box 1587 – Pearland, Texas 77588 – 281/997-2640 – Fax: 281 / 485-4702

Change Proposal Request

Project: HCESD No 1 EMS Stations 93 & 96

Date: 1/15/24

Change Proposal No: 03

To: AG/CM Inc

Attn: Vince Grainger

Construction Masters proposes to make the following changes to the original scope for work for the HCESD No 1 EMS Stations 93 & 96:

Cost Saving Items

Fence Changes Credit SOV Amount / Add A&A Fence Quote	\$	(12,660.00)
Deletion of Dumpster Enclosure	\$	(13,900.00)
Subtotal	\$	(26,560.00)
Total Change Proposal Request	\$	(26,560.00)

Scope Changes:

1. Fence Changes – New scope to include the following.
 - a. Mechanical Yard Fencing
 - i. ~45LF of 6’ tall commercial grade chain link fence with (1) double gate for 8’ wide opening at mechanical pad. Line posts to be 2-3/8” dia., terminal posts to be 3” dia., fabric to be 9g. Gates to be hung with 180° hinges and have padlock-compatible drop bar latch.
 - b. Fence at front of property.
 - i. ~115LF of 6’ tall + 3-strand barbed wire (7’ tall o/a) commercial grade chain link fence with (2) cantilever gates (1 at each driveway). Line posts to be 2-3/8” dia., terminal posts to be 3” dia., gate posts to be 4” dia., fabric to be 9g. Gates fabricated to match fence. Gates to be set on Nylon rollers with plastic covers, (2) Liftmaster CSL24UL gate operators configured for single gate system (1 at each gate). Each system includes (1) exit loop, (1) safety loop, (1) Linear AK-11 keypad on gooseneck pedestal, and (1) blank gooseneck pedestal to allow for card reader.

Attached Quotes: A&A Fence

Cost Saving Changes@ 93

Fence Changes Credit SOV Amount / Add A&A Fence Quote	\$	(37,515.00)
Deletion of Dumpster Enclosure	\$	(13,900.00)
Subtotal	\$	(51,415.00)
Total Change Proposal Request	\$	(51,415.00)

Scope Changes:

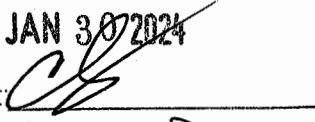
1. Fence Changes – New scope to include the following.
 - a. Mechanical Yard Fencing
 - i. ~39LF of 6' tall commercial grade chain link fence with (1) double gate for 8' wide opening at mechanical pad. Line posts to be 2-3/8" dia., terminal posts to be 3" dia., fabric to be 9g. Gates to be hung with 180° hinges and have padlock-compatible drop bar latch.
 - b. Fence at front of property.
 - i. Hot dip galvanizing of existing gates. Gates to be removed from site and stripped to frame, galvanized, and returned / reinstalled on site. Gates will have new chain link, barbed wire, and fittings installed after galvanizing process. In addition, supply and installation of all new Nylon cantilever rollers, (4) on each gate leaf. (2) Liftmaster CSL24UL gate operators configured for double gate system. System to include (1) exit loop, (1) safety loop, (1) Linear AK-11 keypad on gooseneck pedestal, and (1) blank gooseneck pedestal to allow for card reader as discussed.


Attached Quotes: A&A Fence

Dennis Busby
Construction Masters of Houston, Inc

APPROVED
Harris County ESD #1
Board of Commissioners

JAN 30 2024

President: 

Secretary: 



January 5, 2024

Attn: CMHOU – Dennis Busby
 Project: HC ESD 1 – Emergency Medical Station No.96
 Project #: MA 22026.00
 Bid Date: N/A
 References: Client Provided – AS-100 Site Plan
 Specifications: 323113 – Chain Link Fencing

1.) Base Proposal:

We propose to provide labor and materials for completion of:

1.) Supply and installation of ~45LF of 6’ tall commercial grade chain link fence with (1) double gate for 8’ wide opening at mechanical pad as discussed. Line posts to be 2-3/8” dia., terminal posts to be 3” dia., fabric to be 9g. Gates to be hung with 180° hinges and have padlock-compatible drop bar latch. Posts on sidewalk to be core drilled.

2.) Supply and installation of ~115LF of 6’ tall + 3-strand barbed wire (7’ tall o/a) commercial grade chain link fence with (2) cantilever gates (1 at each driveway). Line posts to be 2-3/8” dia., terminal posts to be 3” dia., gate posts to be 4” dia., fabric to be 9g. Gates to be fabricated to match fence. Gates to be set on Nylon rollers with plastic covers.

3.) Supply and installation of (2) Liftmaster CSL24UL gate operators configured for single gate system (1 at each gate). Each system to include (1) exit loop, (1) safety loop, (1) Linear AK-11 keypad on gooseneck pedestal, and (1) blank gooseneck pedestal to allow for card reader as discussed. In addition, price includes installation of client-provided Knox Box. Operators to be weld-set on galvanized flanges set in concrete footings. Electrical work is not included.

Total for Base proposal:

\$ 38,140.00

We acknowledge receipt of (0) addendum.

Dalton Gaertner
 Sales & Operations Manager
 A&A Fence & Iron



January 5, 2024

Attn: CMHOU – Dennis Busby
 Project: HC ESD 1 – Emergency Medical Station No.93
 Project #: MA 22026.00
 Bid Date: N/A
 References: Client Provided – AS-100 Site Plan
 Specifications: 323113 – Chain Link Fencing

1.) Base Proposal:

We propose to provide labor and materials for completion of:

1.) Removal and reinstallation of (1) gate post and ~20LF of existing chain link fence to allow for temporary driveway.

2.) Supply and installation of ~39LF of 6' tall chain link fence with (1) double gate for 8' wide opening at mechanical pad as discussed. Line posts to be 2-3/8" dia., terminal posts to be 3" dia., fabric to be 9g. Gates to be hung with 180° hinges and have padlock-compatible drop bar latch. Posts on sidewalk to be core drilled.

3.) Hot dip galvanizing of existing gates. Gates to be removed from site and stripped to frame, galvanized, and returned / reinstalled on site. Gates will have new chain link, barbed wire, and fittings installed after galvanizing process. In addition, supply and installation of all new Nylon cantilever rollers, (4) on each gate leaf.

4.) Supply and installation of (2) Liftmaster CSL24UL gate operators configured for double gate system. System to include (1) exit loop, (1) safety loop, (1) Linear AK-11 keypad on gooseneck pedestal, and (1) blank gooseneck pedestal to allow for card reader as discussed. In addition, price includes installation of client-provided Knox Box. Operators to be weld-set on galvanized flanges set in concrete footings. Electrical work is not included.

Total for Base proposal:

\$ 27,085.00

We acknowledge receipt of (0) addendum.

Dalton Gaertner
 Sales & Operations Manager
 A&A Fence & Iron

AIA[®] Document G741™ – 2015

Change Order for a Design-Build Project

PROJECT (Name and address): HCESD #93 & 96 Construction Phase #93: 7710 Fallbrook, Houston, TX 77086 #96: 2947 Washington Ave, Houston, TX 77007	CHANGE ORDER NUMBER: 001 DATE: January 8, 2024	OWNER: <input type="checkbox"/> DESIGN-BUILDER: <input type="checkbox"/> ARCHITECT: <input type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO DESIGN-BUILDER (Name and address):	OWNER'S PROJECT NUMBER: DESIGN-BUILD CONTRACT DATE: June 20, 2023 DESIGN-BUILD CONTRACT FOR: General Construction	

THE DESIGN-BUILD CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Change Directives)

Station 93: Changes during permitting & added services:

V&S Construction - \$14,781.40
 Bob Liu - \$6,600.00
 Sparq1200 - \$2,693.25
 Additional Bond Premium - \$379.18
 OH&P - \$1,203.73
 Total for Station 93: \$25,657.56

Station 96: Changes during permitting & added services:

Texas Civil - \$63,765.00
 V&S Construction - \$11,054.56
 Ft. Bend Drywall - \$900.00
 PHP Abatement - \$3,550.00
 Bob Liu - \$6,600.00
 PHP (Septic Tank Removal) - \$2,500.00
 Griffin - \$56,000.00
 Additional Bond Premium - \$2,273.82
 OH&P - \$7,218.48
 Total for Station 96: \$153,861.86

Total for both stations: \$179,519.42

APPROVED
 Harris County ESD #1
 Board of Commissioners

JAN 30 2024

President: 

Secretary: 

The original Contract Sum was	\$	6,919,000.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	6,919,000.00
The Contract Sum will be increased by this Change Order in the amount of	\$	179,519.42
The new Contract Sum including this Change Order will be	\$	7,098,519.42

The Contract Time will be increased by Zero (0) days.
 The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This Change Order does not include changes in the Design-Builder's compensation, Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Change Directive until the cost and time have been agreed upon by both the Owner and Design-Builder, in which case a Change Order is executed to supersede the Change Directive.

When executing this Change Order, the Design-Builder represents that all changes to Project design implemented by this Change Order have been reviewed and approved in writing by the Architect or other licensed design professional(s) of record for the Project.

NOT VALID UNTIL SIGNED BY THE DESIGN-BUILDER AND OWNER.

Construction Masters of Houston
DESIGN-BUILDER (Firm name)

P. O. Box 1587
Pearland, TX 77588

ADDRESS

BY (Signature)

Justin Davis, President
(Typed name)

January 8, 2024
DATE

Harris Co. ESD #1
OWNER (Firm name)

2800 Aldine Bender Rd.
Houston, TX 77032

ADDRESS

BY (Signature)

(Typed name)

DATE



THE MORTON ACCOUNTING SERVICES

JAN 30 2024

President: _____

Secretary: _____

HCESD No 1 Monthly Financial Report Summary

January Board Meeting

Tuesday, January 30, 2024

At the beginning of November, the Harris County Emergency Services District No 1 (HCESD No 1) beginning Operating Fund Balance was \$15,439,714. During the month, HCESD No 1 received \$104,460 in revenue – the majority of which came from interest income (\$66,392). HCESD No 1 processed \$2,834,735 in disbursements during the month. 73% of this balance is payments to HCEC for monthly services (\$1,403,312) and the loan payment to TIB (\$662,728). The ending balance as of November 30, 2023 is \$12,709,438.

At the beginning of December, the Harris County Emergency Services District No 1 (HCESD No 1) beginning Operating Fund Balance was \$12,709,438. During the month, HCESD No 1 received \$3,379,035 in revenue – the majority of which came from tax revenue (\$3,318,796). HCESD No 1 processed \$175,413 in disbursements during the month. 62% of this balance are payments to Donalson CDJR, LLC for a vehicle purchase (\$60,568) and Harris County Appraisal District for 1st Quarter (\$49,052). The ending balance as of December 31, 2023 is \$15,913,060.

During November, the opening balance for the Texas Class Prime Investment account was \$15,154,980. We received \$14,459 in interest from the CIP account, \$14,965 from the general texpool account, \$23,147 from the Gov HCESD#1 account, and \$13,466 from the Gov Capital Project account. The ending interest rate was 5.5859% for Texas Class Prime and 5.2265% for Texas Class Gov. The ending balance for November was \$12,651,017. See page 3 for the "Investment" Report.

During December, the opening balance for the Texas Class Prime Investment account was \$12,651,017. We received \$14,981 in interest from the CIP account, \$4,826 from the general texpool account, \$23,767 from the Gov HCESD#1 account, and \$13,996 from the Gov Capital Project account. The ending interest rate was 5.5744% for Texas Class and 5.2346% for Texas Class Gov. The ending balance for December was \$12,708,587. See page 4 for the "Investment" Report.

The invoices pending board approval total \$2,476.050 See page 5 for "Unpaid Bills Detail" report.

**Harris County ESD No 1
General Operating Fund
As of December 31, 2023**

General Operating Fund

BEGINNING BALANCE: 15,439,713.65

REVENUE

Deposits	3,356,863.69	Tax and Receivable Revenue
Interest	354.74	Savings Interest
Interest	14,965.44	Texpool Interest
Interest	14,459.15	Texpool Interest - CIP
Interest	23,146.68	Texpool Interest - Gov HCESD#1
Interest	13,465.66	Texpool Interest - Gov Cap Proj
Interest	2,669.85	Savings Interest
Interest	4,826.36	Texpool Interest
Interest	14,981.13	Texpool Interest - CIP
Interest	23,766.60	Texpool Interest - Gov HCESD#1
Interest	13,995.64	Texpool Interest - Gov Cap Proj
Total Revenue		3,483,494.94

DISBURSEMENTS

ACH	AG CM Inc	21,611.60	Project Management
ACH	Caryn Papantonakis	6,000.00	Legal
ACH	Construction Masters	400,398.35	Building Improvements
ACH	HCEC	1,403,312.00	Monthly Payment
ACH	Oak Interactive LLC	450.00	Website Maint
ACH	The Morton Accounting Services	4,009.64	CPA
ACH	Victor Insurance Managers	520.00	Bonds
16023	Mount Houston Road MUD	71,866.00	Building Improvements
ACH	TIB	662,727.71	Loan Payment
16027	Harris County WCID #133	27,137.00	Building Improvements
16028	Pete Serna	4,731.42	Commissioner Reimbursement
16024	Texas Dept of State Health Services	57.00	Building Improvements
ACH	Caryn Papantonakis	6,000.00	Legal
ACH	Construction Masters	6,375.00	Building Improvements
ACH	Donaldson CDJR, LLC	60,568.00	Vehicle Purchases
ACH	Harris Central Appraisal District	49,052.00	1st Q 2024 Payment
ACH	Martinez Architects	12,438.00	Building Improvements
ACH	Shirley Reed	2,400.00	Commissioner Reimbursement
ACH	The Morton Accounting Services	3,954.74	CPA
ACH	Virginia Bazan	2,700.00	Commissioner Reimbursement
ACH	JP Morgan	263,839.96	Loan Payment
Total Disbursements			3,010,148.42

ENDING BALANCE: **15,913,060.17**

12/31/2023

Balance

LOCATION OF ASSETS	
Prosperity Operating	11,167.45
Prosperity Money Mkt	3,193,305.63
Texas Class	1,021,865.69
Texas Class - Capital Projects	3,171,888.63
Texas Class - Gov HCESD#1	5,359,018.64
Texas Class - Gov Cap Proj	3,155,814.13

Total Account Balance **15,913,060.17**

Harris County Emergency Services District #1
 Quarterly Investment Report
 Monthly Fiscal Year 2023
 November 30, 2023

Trans Date		Capital Project	PRIME	HCESD#1	Capital Project	TOTAL
		Texas Class	Texas Class	Texas Class GOV	Texas Class GOV	
11/1/2023	Beg. Balance	\$ 3,142,448.35	\$ 3,502,073.89	\$ 5,382,105.36	\$ 3,128,352.83	\$ 15,154,980.43
11/30/2023	Withdrawl		(2,500,000.00)	(70,000.00)		(2,500,000.00)
11/30/2023	Deposit			-	-	-
11/30/2023	Class 5.5859%	14,459.15	14,965.44	-	-	29,424.59
11/30/2023	Gov 5.2265%			23,146.68	13,465.66	36,612.34
11/30/2023	End Balance	\$ 3,156,907.50	\$ 1,017,039.33	\$ 5,335,252.04	\$ 3,141,818.49	\$ 12,651,017.36

The investments for the District for the period are in compliance with the Public Funds Investment Act, the District's investment policy and the District's investment strategy.

Investment Officer: 

Harris County Emergency Services District #1
 Quarterly Investment Report
 Monthly Fiscal Year 2023
 December 31, 2023

Trans Date		Capital Project	PRIME	HCESD#1	Capital Project	TOTAL
		Texas Class	Texas Class	Texas Class GOV	Texas Class GOV	
12/1/2023	Beg. Balance	\$ 3,156,907.50	\$ 1,017,039.33	\$ 5,335,252.04	\$ 3,141,818.49	\$ 12,651,017.36
12/31/2023	Withdrawl		-	-		-
12/31/2023	Deposit			-	-	-
12/31/2023	Class 5.5744%	14,981.13	4,826.36	-	-	19,807.49
12/31/2023	Gov 5.2346%			23,766.60	13,995.64	37,762.24
12/31/2023	End Balance	\$ 3,171,888.63	\$ 1,021,865.69	\$ 5,359,018.64	\$ 3,155,814.13	\$ 12,708,587.09

The investments for the District for the period are in compliance with the Public Funds Investment Act, the District's investment policy and the District's investment strategy.

Investment Officer: 

12:02 PM

01/25/24

Harris County ESD No. 1 - GOF

Unpaid Bills Detail

As of January 25, 2024

Type	Date	Num	Memo	Due Date	Open Balance
AG CM Inc.					
Bill	11/30/2023	11019	Project Management Support #93 & 96 - N...	12/10/2023	32,553.70
Bill	12/31/2023	11105	Project Management Support #93 & 96 - D...	01/10/2024	13,788.20
Total AG CM Inc.					46,341.90
Caryn Papantonakis					
Bill	01/11/2024		Legal Fees	01/21/2024	6,000.00
Total Caryn Papantonakis					6,000.00
Construction Masters of Houston, Inc.					
Bill	11/30/2023	Pay App 003 Const	Pay App 003 93 & 96 Construction Phase	12/10/2023	570,727.81
Bill	12/31/2023	Pay Request 12-93&96	Pay Request 12 - Total Contract \$302,500	01/10/2024	7,800.00
Bill	01/18/2024	Pay App 004 Const	Pay App 004 93 & 96 Construction Phase	01/28/2024	368,703.21
Total Construction Masters of Houston, Inc.					947,231.02
Fred A Scibuola					
Bill	01/24/2024	JAN 24 Reimb	JAN 24 Reimbursement	02/03/2024	1,200.00
Total Fred A Scibuola					1,200.00
HCEC					
Bill	11/30/2023	02906	November 2023	12/10/2023	1,377,224.00
Total HCEC					1,377,224.00
Interbelt North Business Owner's Asso.					
Bill	12/31/2023	2024 Assessment	Acct #314573 Annual Dues 2024	01/10/2024	1,375.65
Bill	12/31/2023	2024 Assessment	Acct #314572 Annual Dues 2024	01/10/2024	6,204.82
Total Interbelt North Business Owner's Asso.					7,580.47
Lonestar Documentation, LLC					
Bill	01/18/2024	8036	EMS Stations 93 & 96 Monthly Documentat...	01/28/2024	2,052.50
Total Lonestar Documentation, LLC					2,052.50
Oak Interactive, LLC					
Bill	11/30/2023	13789	Monthly Website Maintenance - November	12/10/2023	450.00
Bill	12/31/2023	13821	Monthly Website Maintenance - December	01/10/2024	450.00
Total Oak Interactive, LLC					900.00
Pete Serna					
Bill	12/15/2023	2023 Mtg Reimb	Commissioner Reimbursement - 2023	12/25/2023	750.00
Total Pete Serna					750.00
Radcliffe Bobbitt Adams Polley					
Bill	12/31/2023	217837	Legal - Elections	01/10/2024	1,364.34
Total Radcliffe Bobbitt Adams Polley					1,364.34
Shirley Reed					
Bill	01/25/2024	Reimb JAN 24	Reimbursement Request January 3- Janua...	02/04/2024	800.00
Total Shirley Reed					800.00
The Morton Accounting Services					
Bill	12/31/2023	2519	December CPA Services	01/10/2024	3,893.23
Total The Morton Accounting Services					3,893.23
VFIS of Texas					
Bill	01/02/2024	2024-10814	HARC0-1 Insurance Coverage - 1/1/24 to 1...	01/12/2024	80,713.00
Total VFIS of Texas					80,713.00
TOTAL					2,476,050.46

No assurance is provided on these financial statements

Harris County ESD No. 1 - GOF
Profit & Loss Budget vs. Actual
January through December 2023

	Jan - Dec 23	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
41000 · Service Revenue				
41100 · HCEC Ambulance Lease Revenue	84,000.00	84,000.00	0.00	100.0%
41200 · HCEC Property Lease Revenue	546,636.00	546,636.00	0.00	100.0%
41000 · Service Revenue - Other	0.00	0.00	0.00	0.0%
Total 41000 · Service Revenue	630,636.00	630,636.00	0.00	100.0%
42000 · Tax Revenues				
42100 · Penalty & Interest	215,775.51	216,179.47	-403.96	99.8%
42300 · Tax Revenue	7,164,364.48	21,721,193.00	-14,556,828.52	33.0%
Total 42000 · Tax Revenues	7,380,139.99	21,937,372.47	-14,557,232.48	33.6%
43000 · Other Income				
43100 · Miscellaneous Income	111,084.40	5,000.00	106,084.40	2,221.7%
43150 · Proceeds from Sale of Asset	32,887.40	2,000.00	30,887.40	1,644.4%
43500 · Training & Education	0.00	1,000.00	-1,000.00	0.0%
43550 · Interest Earned on Checking	0.00	0.00	0.00	0.0%
43700 · Interest Earned on Temp. Invest	1,081,174.70	360,000.00	721,174.70	300.3%
Total 43000 · Other Income	1,225,146.50	368,000.00	857,146.50	332.9%
Total Income	9,235,922.49	22,936,008.47	-13,700,085.98	40.3%
Gross Profit	9,235,922.49	22,936,008.47	-13,700,085.98	40.3%
Expense				
143502 · Commissions Paid from Levy	57,238.08	80,000.00	-22,761.92	71.5%
162800 · Facilities & Equipment (DNU)				
162805 · Furniture/Equip - Non-Asset	6,540.37	20,000.00	-13,459.63	32.7%
162840 · Equip Rental & Maintenance	16,311.86	20,000.00	-3,688.14	81.6%
Total 162800 · Facilities & Equipment (DNU)	22,852.23	40,000.00	-17,147.77	57.1%
170000 · Capital Purchases				
17001 · Vehicles	181,704.00	300,000.00	-118,296.00	60.6%
17002 · Buildings	0.00	6,000,000.00	-6,000,000.00	0.0%
17003 · Medical Equipment	0.00	100,000.00	-100,000.00	0.0%
Total 170000 · Capital Purchases	181,704.00	6,400,000.00	-6,218,296.00	2.8%
50000 · Commissioner Salaries and Wages				
50250 · Commissioner Reimbursement	33,300.00	36,000.00	-2,700.00	92.5%
Total 50000 · Commissioner Salaries and Wages	33,300.00	36,000.00	-2,700.00	92.5%
51000 · HCEC Program Expense				
51100 · HCEC Contract Expense	17,768,328.00	20,852,345.00	-3,084,017.00	85.2%
Total 51000 · HCEC Program Expense	17,768,328.00	20,852,345.00	-3,084,017.00	85.2%
52000 · Contract Services (DNU)				
52100 · Accounting Fees	53,915.48	52,000.00	1,915.48	103.7%
52200 · Audit Fees	20,700.00	20,000.00	700.00	103.5%
52300 · Legal Fees	72,000.00	72,000.00	0.00	100.0%
52350 · Outside Contract Services	162,846.25	25,000.00	137,846.25	651.4%
52550 · Election Expense	1,394.34	1,000.00	394.34	139.4%
Total 52000 · Contract Services (DNU)	310,856.07	170,000.00	140,856.07	182.9%
53000 · Operations (DNU)				
53150 · Dues & Subscriptions	14,080.47	14,000.00	80.47	100.6%
53200 · Postage	0.00	300.00	-300.00	0.0%
53250 · Computer/Software Support	864.92	750.00	114.92	115.3%
53300 · Printing & Copying	57.39	250.00	-192.61	23.0%
53350 · Legal Notices & Filing Fees	0.04	14,000.00	-13,999.96	0.0%
53400 · Office Supplies	0.00	1,000.00	-1,000.00	0.0%
Total 53000 · Operations (DNU)	15,002.82	30,300.00	-15,297.18	49.5%

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01/29/24

Accrual Basis

Harris County ESD No. 1 - GOF Profit & Loss Budget vs. Actual January through December 2023

	Jan - Dec 23	Budget	\$ Over Budget	% of Budget
54000 · General and Admin Expenses				
54150 · Insurance - Gen Liab-Err & Omis	73,273.00	74,638.00	-1,365.00	98.2%
54200 · Insurance - Treasurer's Bond	520.00	2,020.00	-1,500.00	25.7%
54300 · Other Costs (Contengency Funds)	0.00	2,000.00	-2,000.00	0.0%
54400 · HCAD Qtr Expenses	168,585.00	143,000.00	25,585.00	117.9%
54450 · Depreciation Expense	0.00	2,500,000.00	-2,500,000.00	0.0%
54600 · Travel & Meetings	981.42	10,000.00	-9,018.58	9.8%
54650 · Conference, Conven & Meetings	0.00	6,000.00	-6,000.00	0.0%
54700 · Travel/Lodging	0.00	10,000.00	-10,000.00	0.0%
54800 · Repairs & Maintenance (DNU)	0.00	10,000.00	-10,000.00	0.0%
Total 54000 · General and Admin Expenses	243,359.42	2,757,658.00	-2,514,298.58	8.8%
60000 · Interest Expense	172,696.71	140,000.00	32,696.71	123.4%
61000 · Loan Costs	0.00	75,000.00	-75,000.00	0.0%
Total Expense	18,805,337.33	30,581,303.00	-11,775,965.67	61.5%
Net Ordinary Income	-9,569,414.84	-7,645,294.53	-1,924,120.31	125.2%
Other Income/Expense				
Other Income				
71000 · Gain/Loss on Sale of Asset	0.00	2,000.00	-2,000.00	0.0%
Total Other Income	0.00	2,000.00	-2,000.00	0.0%
Net Other Income	0.00	2,000.00	-2,000.00	0.0%
Net Income	-9,569,414.84	-7,643,294.53	-1,926,120.31	125.2%

No assurance is provided on these financial statements

Harris County ESD No. 1 - GOF Balance Sheet Prev Year Comparison

01/29/24

Accrual Basis

As of December 31, 2023

	Dec 31, 23	Dec 31, 22	\$ Change	% Change
ASSETS				
Current Assets				
Checking/Savings				
11000 · Prosperity Operating Account	11,167.45	82,178.91	-71,011.46	-86.4%
11050 · Prosperity Money Mkt	3,193,305.63	6,063,643.94	-2,870,338.31	-47.3%
11350 · Texas Class Investment	1,021,865.69	3,967,248.41	-2,945,382.72	-74.2%
11351 · Texas Class Capital Projects	3,171,888.63	6,008,853.16	-2,836,964.53	-47.2%
11352 · Texas Class Gov HCESD#1	5,359,018.64	0.00	5,359,018.64	100.0%
11353 · TexasClass Gov Capital Projects	3,155,814.13	0.00	3,155,814.13	100.0%
Total Checking/Savings	15,913,060.17	16,121,924.42	-208,864.25	-1.3%
Accounts Receivable	11.57	11.57	0.00	0.0%
Other Current Assets				
11500 · Accounts Receivable				
11510 · Current Taxes Receivables	-3,498,715.51	6,002,428.24	-9,501,143.75	-158.3%
11520 · Delinquent Taxes Receivable	1,725,508.21	1,795,080.55	-69,572.34	-3.9%
11550 · Due from Tax Assessor	0.00	2,082,987.86	-2,082,987.86	-100.0%
11590 · Allowance Doubtful Accts-Tax	-1,403,020.00	-1,403,020.00	0.00	0.0%
11500 · Accounts Receivable - Other	69,678.50	17,125.50	52,553.00	306.9%
Total 11500 · Accounts Receivable	-3,106,548.80	8,494,602.15	-11,601,150.95	-136.6%
11600 · Fees for Services Receivable				
11610 · Service Fee Receivable	63,984,734.72	63,984,734.72	0.00	0.0%
11650 · Allowance for Bad Debt	-63,984,734.72	-63,984,734.72	0.00	0.0%
Total 11600 · Fees for Services Receivable	0.00	0.00	0.00	0.0%
11800 · Prepaid Expense				
11810 · Prepaid Other	106,067.09	122,378.95	-16,311.86	-13.3%
11800 · Prepaid Expense - Other	0.00	73,273.00	-73,273.00	-100.0%
Total 11800 · Prepaid Expense	106,067.09	195,651.95	-89,584.86	-45.8%
Total Other Current Assets	-3,000,481.71	8,690,254.10	-11,690,735.81	-134.5%
Total Current Assets	12,912,590.03	24,812,190.09	-11,899,600.06	-48.0%
Fixed Assets				
15000 · Vehicle Assets				
15010 · Vehicles	3,885,519.02	3,885,519.02	0.00	0.0%
15020 · Vehicles on Order	98,648.50	0.00	98,648.50	100.0%
Total 15000 · Vehicle Assets	3,984,167.52	3,885,519.02	98,648.50	2.5%
16000 · Land				
16010 · Land- 1620 Isom Property	235,546.58	235,546.58	0.00	0.0%
16020 · Land- Fallbrook Property	30,809.15	30,809.15	0.00	0.0%
16030 · Land- Old Humble Rd Property	117,980.67	117,980.67	0.00	0.0%
16040 · Land- 2800 Aldine Bender	309,467.00	309,467.00	0.00	0.0%
16000 · Land - Other	1,060,779.93	885,097.93	175,682.00	19.9%
Total 16000 · Land	1,754,583.33	1,578,901.33	175,682.00	11.1%
17000 · Furniture and Equipment				
17010 · Off. & Maint Equipment	1,502,065.10	1,502,065.10	0.00	0.0%
17020 · Medical Equipment	3,879,620.69	3,879,620.69	0.00	0.0%
17030 · Software & License Agreements	70,320.84	70,320.84	0.00	0.0%
17040 · Furniture & Fixtures	247,256.48	247,256.48	0.00	0.0%
17050 · Communication Cntr New Station	473,980.26	473,980.26	0.00	0.0%
17000 · Furniture and Equipment - Other	14,850.00	14,850.00	0.00	0.0%
Total 17000 · Furniture and Equipment	6,188,093.37	6,188,093.37	0.00	0.0%

Harris County ESD No. 1 - GOF
Balance Sheet Prev Year Comparison
As of December 31, 2023

	Dec 31, 23	Dec 31, 22	\$ Change	% Change
18000 · Building and Improvements				
18010 · 1620 Isom Admin Bldg	488,507.62	488,507.62	0.00	0.0%
18020 · 2800 Aldine Bender Bldg	5,810,117.91	5,810,117.91	0.00	0.0%
18030 · 7710 Fallbrook Station	476,537.75	476,537.75	0.00	0.0%
18040 · 10512 Airline Station	238,339.00	238,339.00	0.00	0.0%
18050 · 6310 Aldine Bender Station	523,695.00	523,695.00	0.00	0.0%
18060 · Station #92	3,761,643.25	3,761,643.25	0.00	0.0%
18061 · Station #93	791,055.22	0.00	791,055.22	100.0%
18070 · Station #94	2,856,734.31	2,856,734.31	0.00	0.0%
18080 · Station #97	1,989,080.11	1,989,080.11	0.00	0.0%
18090 · Station #96	705,450.20	0.00	705,450.20	100.0%
18000 · Building and Improvements - Other	402,041.00	140,857.00	261,184.00	185.4%
Total 18000 · Building and Improvements	18,043,201.37	16,285,511.95	1,757,689.42	10.8%
19000 · Accumulated Depreciation	-13,501,730.11	-13,501,730.11	0.00	0.0%
Total Fixed Assets	16,468,315.48	14,436,295.56	2,032,019.92	14.1%
Other Assets				
19500 · Call Center License				
19550 · Old Comm Center Other	800,000.00	800,000.00	0.00	0.0%
Total 19500 · Call Center License	800,000.00	800,000.00	0.00	0.0%
Total Other Assets	800,000.00	800,000.00	0.00	0.0%
TOTAL ASSETS	30,180,905.51	40,048,485.65	-9,867,580.14	-24.6%
LIABILITIES & EQUITY				
Liabilities				
Current Liabilities				
Accounts Payable	2,385,639.31	1,284,956.81	1,100,682.50	85.7%
Other Current Liabilities				
22000 · Accrued Expenses	20,960.98	20,960.98	0.00	0.0%
23000 · Other Payables	19,808,163.82	19,808,163.82	0.00	0.0%
24000 · Current Notes Payable				
24050 · Government Capital Debt	1,595.22	457,371.46	-455,776.24	-99.7%
24055 · Government Capital Debt 2021	-0.01	561,934.67	-561,934.68	-100.0%
24060 · Stryker Equipment	0.00	392,464.75	-392,464.75	-100.0%
Total 24000 · Current Notes Payable	1,595.21	1,411,770.88	-1,410,175.67	-99.9%
Total Other Current Liabilities	19,830,720.01	21,240,895.68	-1,410,175.67	-6.6%
Total Current Liabilities	22,216,359.32	22,525,852.49	-309,493.17	-1.4%
Long Term Liabilities				
25000 · Long Term Debt				
25050 · Note Payable - Government Cap	4,678,605.25	4,678,605.25	0.00	0.0%
25055 · Note Payable - Govern Cap 2021	4,886,337.61	4,886,337.61	0.00	0.0%
Total 25000 · Long Term Debt	9,564,942.86	9,564,942.86	0.00	0.0%
Total Long Term Liabilities	9,564,942.86	9,564,942.86	0.00	0.0%
Total Liabilities	31,781,302.18	32,090,795.35	-309,493.17	-1.0%
Equity				
30000 · Opening Bal Equity	5,996,412.00	5,996,412.00	0.00	0.0%
30100 · Unassigned Fund Balance	546,278.27	7,814,447.65	-7,268,169.38	-93.0%
30400 · Unrestricted Net Assets	1,415,000.03	1,415,000.03	0.00	0.0%
Net Income	-9,558,086.97	-7,268,169.38	-2,289,917.59	-31.5%
Total Equity	-1,600,396.67	7,957,690.30	-9,558,086.97	-120.1%
TOTAL LIABILITIES & EQUITY	30,180,905.51	40,048,485.65	-9,867,580.14	-24.6%

**Harris County ESD No. 1 - GOF
Profit & Loss Detail
January through December 2023**

01/29/24

Accrual Basis

Type	Date	Num	Adj	Name	Memo	Amount
Ordinary Income/Expense						
Income						
41000 · Service Revenue						
41100 · HCEC Ambulance Lease Revenue						
Bill	01/31/2023	2736		HCEC	Master Lease for Vehicles	7,000.00
Bill	02/28/2023	2758		HCEC	Master Lease for Vehicles	7,000.00
Bill	04/01/2023	2787		HCEC	Master Lease for Vehicles	7,000.00
Bill	04/30/2023	2805		HCEC	Master Lease for Vehicles	7,000.00
Bill	05/31/2023	2820		HCEC	Master Lease for Vehicles	7,000.00
Bill	07/01/2023	02836		HCEC	Master Lease for Vehicles	7,000.00
Bill	07/31/2023	02850		HCEC	Master Lease for Vehicles	7,000.00
Bill	08/31/2023	02862		HCEC	Master Lease for Vehicles	7,000.00
Bill	09/30/2023	02874		HCEC	Master Lease for Vehicles	7,000.00
Bill	10/31/2023	02887		HCEC	Master Lease for Vehicles	7,000.00
Bill	11/30/2023	02906		HCEC	Master Lease for Vehicles	7,000.00
Gener...	12/31/2023	CPA 24...	*	HCEC	December accrual	7,000.00
Total 41100 · HCEC Ambulance Lease Revenue						84,000.00
41200 · HCEC Property Lease Revenue						
Bill	01/31/2023	2736		HCEC	Original Agreement	45,553.00
Bill	02/28/2023	2758		HCEC	Original Agreement	45,553.00
Bill	04/01/2023	2787		HCEC	Original Agreement	45,553.00
Bill	04/30/2023	2805		HCEC	Original Agreement	45,553.00
Bill	05/31/2023	2820		HCEC	Original Agreement	45,553.00
Bill	07/01/2023	02836		HCEC	Original Agreement	45,553.00
Bill	07/31/2023	02850		HCEC	Original Agreement	45,553.00
Bill	08/31/2023	02862		HCEC	Original Agreement	45,553.00
Bill	09/30/2023	02874		HCEC	Original Agreement	45,553.00
Bill	10/31/2023	02887		HCEC	Original Agreement	45,553.00
Bill	11/30/2023	02906		HCEC	Original Agreement	45,553.00
Gener...	12/31/2023	CPA 24...	*	HCEC	December accrual	45,553.00
Total 41200 · HCEC Property Lease Revenue						546,636.00
Total 41000 · Service Revenue						630,636.00
42000 · Tax Revenues						
42100 · Penalty & Interest						
Deposit	01/09/2023			Harris County Tax Office	P&I	0.00
Deposit	01/09/2023			Harris County Tax Office	Deliquent P&I	784.88
Deposit	01/11/2023			Harris County Tax Office	P&I	
Deposit	01/11/2023			Harris County Tax Office	Deliquent P&I	2,010.87
Deposit	01/18/2023			Harris County Tax Office	P&I	
Deposit	01/18/2023			Harris County Tax Office	Deliquent P&I	938.23
Deposit	01/20/2023			Harris County Tax Office	P&I	
Deposit	01/20/2023			Harris County Tax Office	Deliquent P&I	2,259.99
Deposit	01/25/2023			Harris County Tax Office	P&I	
Deposit	01/25/2023			Harris County Tax Office	Deliquent P&I	1,779.39
Deposit	01/26/2023			Harris County Tax Office	-MULTIPLE-	0.00
Deposit	02/01/2023			Harris County Tax Office	P&I	0.00
Deposit	02/01/2023			Harris County Tax Office	Deliquent P&I	2,369.91
Deposit	02/02/2023			Harris County Tax Office	P&I	0.00
Deposit	02/02/2023			Harris County Tax Office	Deliquent P&I	814.31
Deposit	02/03/2023			Harris County Tax Office	-MULTIPLE-	0.00
Deposit	02/06/2023			Harris County Tax Office	P&I	0.00
Deposit	02/06/2023			Harris County Tax Office	Deliquent P&I	1,223.09
Deposit	02/07/2023			Harris County Tax Office	P&I	0.00
Deposit	02/07/2023			Harris County Tax Office	Deliquent P&I	1,212.67
Deposit	02/08/2023			Harris County Tax Office	-MULTIPLE-	3,401.57
Deposit	02/08/2023			Harris County Tax Office	P&I	0.00
Deposit	02/08/2023			Harris County Tax Office	Deliquent P&I	100.92
Deposit	02/13/2023			Harris County Tax Office	-MULTIPLE-	5,507.92
Deposit	02/16/2023			Harris County Tax Office	-MULTIPLE-	3,365.41
Deposit	02/21/2023			Harris County Tax Office	-MULTIPLE-	2,298.73
Deposit	02/22/2023			Harris County Tax Office	-MULTIPLE-	6,972.85
Deposit	02/28/2023			Harris County Tax Office	-MULTIPLE-	4,331.72
Deposit	03/06/2023			Harris County Tax Office	-MULTIPLE-	5,661.96
Deposit	03/07/2023			Harris County Tax Office	P&I	63.02
Deposit	03/07/2023			Harris County Tax Office	Deliquent P&I	-13.27

Harris County ESD No. 1 - GOF

Profit & Loss Detail

01/29/24

January through December 2023

Accrual Basis

Type	Date	Num	Adj	Name	Memo	Amount
Deposit	03/09/2023			Harris County Tax Office	-MULTIPLE-	8,454.21
Deposit	03/14/2023			Harris County Tax Office	-MULTIPLE-	3,470.36
Deposit	03/16/2023			Harris County Tax Office	-MULTIPLE-	2,469.29
Deposit	03/23/2023			Harris County Tax Office	-MULTIPLE-	4,029.07
Deposit	03/30/2023			Harris County Tax Office	-MULTIPLE-	5,516.49
Deposit	03/30/2023			Harris County Tax Office	-MULTIPLE-	
Deposit	04/06/2023			Harris County Tax Office	-MULTIPLE-	6,069.47
Deposit	04/07/2023			Harris County Tax Office	-MULTIPLE-	209.28
Deposit	04/12/2023			Harris County Tax Office	-MULTIPLE-	12,269.60
Deposit	04/25/2023			Harris County Tax Office	P&I	-2,370.54
Deposit	04/25/2023			Harris County Tax Office	Deliquent P&I	3,765.29
Deposit	05/01/2023			Harris County Tax Office	-MULTIPLE-	0.00
Deposit	05/02/2023			Harris County Tax Office	-MULTIPLE-	1,189.27
Deposit	05/05/2023			Harris County Tax Office	-MULTIPLE-	2,271.64
Deposit	05/08/2023			Harris County Tax Office	-MULTIPLE-	143.21
Deposit	06/06/2023			Harris County Tax Office	-MULTIPLE-	24,042.01
Deposit	06/07/2023			Harris County Tax Office	-MULTIPLE-	100.90
Deposit	06/12/2023			Harris County Tax Office	-MULTIPLE-	7,986.74
Deposit	06/16/2023			Harris County Tax Office	-MULTIPLE-	1,900.69
Deposit	07/06/2023			Harris County Tax Office	-MULTIPLE-	12,782.46
Deposit	07/07/2023			Harris County Tax Office	-MULTIPLE-	195.24
Deposit	07/20/2023			Harris County Tax Office	P&I	0.00
Deposit	07/20/2023			Harris County Tax Office	Deliquent P&I	5,133.09
Deposit	07/26/2023			Harris County Tax Office	P&I	0.00
Deposit	07/26/2023			Harris County Tax Office	Deliquent P&I	6,602.79
Deposit	08/04/2023			Harris County Tax Office	P&I	0.00
Deposit	08/04/2023			Harris County Tax Office	Deliquent P&I	4,847.84
Deposit	08/04/2023			Harris County Tax Office	P&I	0.00
Deposit	08/04/2023			Harris County Tax Office	Deliquent P&I	141.12
Deposit	08/10/2023			Harris County Tax Office	P&I	0.00
Deposit	08/10/2023			Harris County Tax Office	Deliquent P&I	5,172.67
Deposit	08/11/2023			Harris County Tax Office	-MULTIPLE-	0.00
Deposit	08/18/2023			Harris County Tax Office	-MULTIPLE-	0.00
Deposit	08/30/2023			Harris County Tax Office	-MULTIPLE-	0.00
Deposit	09/05/2023			Harris County Tax Office	-MULTIPLE-	0.00
Deposit	09/07/2023			Harris County Tax Office	P&I	0.00
Deposit	09/07/2023			Harris County Tax Office	Deliquent P&I	91.96
Deposit	10/05/2023			Harris County Tax Office	P&I	0.00
Deposit	10/05/2023			Harris County Tax Office	Deliquent P&I	116.34
Deposit	10/11/2023			Harris County Tax Office	-MULTIPLE-	0.00
Deposit	11/14/2023			Harris County Tax Office	P&I	0.00
Deposit	11/14/2023			Harris County Tax Office	Deliquent P&I	114.84
Deposit	11/28/2023			Harris County Tax Office	P&I	0.00
Deposit	11/28/2023			Harris County Tax Office	Deliquent P&I	42,805.69
Deposit	11/29/2023			Harris County Tax Office	-MULTIPLE-	0.00
Deposit	12/01/2023			Harris County Tax Office	P&I	0.00
Deposit	12/01/2023			Harris County Tax Office	Deliquent P&I	737.30
Deposit	12/01/2023			Harris County Tax Office	-MULTIPLE-	0.00
Deposit	12/08/2023			Harris County Tax Office	P&I	0.00
Deposit	12/08/2023			Harris County Tax Office	Deliquent P&I	975.00
Deposit	12/12/2023			Harris County Tax Office	P&I	0.00
Deposit	12/12/2023			Harris County Tax Office	Deliquent P&I	174.62
Deposit	12/13/2023			Harris County Tax Office	-MULTIPLE-	-50.56
Deposit	12/14/2023			Harris County Tax Office	P&I	0.00
Deposit	12/14/2023			Harris County Tax Office	Deliquent P&I	5,862.54
Deposit	12/15/2023			Harris County Tax Office	-MULTIPLE-	0.00
Deposit	12/18/2023			Harris County Tax Office	P&I	0.00
Deposit	12/18/2023			Harris County Tax Office	Deliquent P&I	969.84
Deposit	12/21/2023			Harris County Tax Office	P&I	0.00
Deposit	12/21/2023			Harris County Tax Office	Deliquent P&I	1,005.76
Deposit	12/29/2023			Harris County Tax Office	P&I	0.00
Deposit	12/29/2023			Harris County Tax Office	Deliquent P&I	1,495.82
Total 42100 · Penalty & Interest						215,775.51
42300 · Tax Revenue						
Deposit	01/09/2023			Harris County Tax Office	Current Levy	540,257.89
Deposit	01/11/2023			Harris County Tax Office	Current Levy	494,315.64
Deposit	01/18/2023			Harris County Tax Office	Current Levy	403,238.74

Harris County ESD No. 1 - GOF

Profit & Loss Detail

January through December 2023

01/29/24

Accrual Basis

Type	Date	Num	Adj	Name	Memo	Amount
Deposit	01/20/2023			Harris County Tax Office	Current Levy	1,073,310.40
Deposit	01/25/2023			Harris County Tax Office	Current Levy	1,266,201.53
Deposit	01/26/2023			Harris County Tax Office	Current Levy	53,506.91
Deposit	12/01/2023			Harris County Tax Office	Current Levy	96,514.39
Deposit	12/08/2023			Harris County Tax Office	Current Levy	153,036.55
Deposit	12/12/2023			Harris County Tax Office	Current Levy	50,353.12
Deposit	12/13/2023			Harris County Tax Office	Current Levy	667.38
Deposit	12/14/2023			Harris County Tax Office	Current Levy	663,086.53
Deposit	12/18/2023			Harris County Tax Office	Current Levy	367,616.59
Deposit	12/21/2023			Harris County Tax Office	Current Levy	326,327.39
Deposit	12/29/2023			Harris County Tax Office	Current Levy	1,675,931.42
Total 42300 · Tax Revenue						7,164,364.48
Total 42000 · Tax Revenues						7,380,139.99
43000 · Other Income						
43100 · Miscellaneous Income						
Deposit	05/01/2023			Harris County Tax Office	Unclaimed Overpayments prior to 12/31/19	58,915.98
Deposit	08/18/2023			Harris County Tax Office	Interest earned 7.1.22 to 6.30.23	31,692.52
Deposit	08/30/2023			Harris County Tax Office	Interest earned 7/1/23 to 7/31/23	1,023.11
Deposit	09/05/2023			Harris County Tax Office	Special Inventory Tax Overages for 2021	16,525.80
Deposit	09/13/2023	22587			Cooperative Buyback Rebate	200.00
Deposit	11/29/2023			Harris County Tax Office	Interest earned 9.1.23 to 9.30.23	1,222.80
Deposit	12/01/2023			Harris County Tax Office	Interest earned from 10.1.23 to 10.31.23	908.82
Deposit	12/15/2023			Harris County Tax Office	Interest earned 11.1.23 to 11.30.23	595.37
Total 43100 · Miscellaneous Income						111,084.40
43150 · Proceeds from Sale of Asset						
Deposit	11/30/2023			Lemons Auctioneers, LLP	Auction of assets	32,887.40
Total 43150 · Proceeds from Sale of Asset						32,887.40
43200 · Donations & Contributions						
Deposit	01/02/2023			Harris County Utility Dis...	Deposit	1,508.34
Deposit	02/06/2023			Harris County Utility Dis...	Monthly Collection	606.09
Deposit	02/06/2023			Harris County Utility Dis...	Reissue Monthly Collection Ck # 15161	835.27
Deposit	03/02/2023	15613		Harris County Utility Dis...	-MULTIPLE-	2,401.73
Deposit	06/26/2023				Deposit	843.62
Deposit	06/26/2023				Deposit	859.49
Deposit	06/26/2023				Deposit	833.01
Deposit	06/26/2023				Deposit	884.00
Deposit	08/30/2023			Harris County Utility Dis...	Deposit	878.50
Deposit	09/13/2023	15864		Harris County Utility Dis...	Monthly Collections	842.51
Deposit	11/30/2023			Harris County Utility Dis...	Deposit	835.31
Total 43200 · Donations & Contributions						11,327.87
43700 · Interest Earned on Temp. Invest						
Deposit	01/31/2023				Interest	23,385.87
Deposit	01/31/2023				Interest	15,440.13
Deposit	01/31/2023				Interest	19,172.26
Deposit	02/28/2023				Interest	22,052.75
Deposit	02/28/2023				Interest	50,394.52
Deposit	02/28/2023				Interest	16,157.26
Deposit	03/31/2023				Interest	87,175.55
Deposit	03/31/2023				Interest	25,037.13
Deposit	03/31/2023				Interest	869.69
Deposit	04/30/2023				Interest	82,922.10
Deposit	04/30/2023				Interest	25,243.09
Deposit	04/30/2023				Interest	1,662.44
Deposit	05/31/2023				Interest	1,913.60
Deposit	05/31/2023				Interest	88,163.02
Deposit	05/31/2023				Interest	26,991.42
Deposit	06/30/2023				Interest	26,599.22
Deposit	06/30/2023				Interest	72,191.53
Deposit	06/30/2023				Interest	1,897.50
Deposit	07/31/2023				Interest	74,776.82
Deposit	07/31/2023				Interest	27,907.09

Harris County ESD No. 1 - GOF

Profit & Loss Detail

January through December 2023

01/29/24

Accrual Basis

Type	Date	Num	Adj	Name	Memo	Amount
Deposit	07/31/2023				Interest	1,747.01
Deposit	08/31/2023				Interest	68,301.40
Deposit	08/31/2023				Interest	27,430.87
Deposit	08/31/2023				Interest	2,979.50
Deposit	08/31/2023				Interest	1,319.50
Deposit	08/31/2023				Interest	851.95
Deposit	09/30/2023				Interest	679.06
Deposit	09/30/2023				Interest	28,979.32
Deposit	09/30/2023				Interest	14,159.11
Deposit	09/30/2023				Interest	29,913.38
Deposit	09/30/2023				Interest	13,247.34
Deposit	10/31/2023				Interest	713.82
Deposit	10/31/2023				Interest	16,481.09
Deposit	10/31/2023				Interest	14,788.64
Deposit	10/31/2023				Interest	29,212.48
Deposit	10/31/2023				Interest	13,785.99
Deposit	11/30/2023				Interest	14,965.44
Deposit	11/30/2023				Interest	14,459.15
Deposit	11/30/2023				Interest	23,146.68
Deposit	11/30/2023				Interest	13,465.66
Deposit	11/30/2023				Interest	354.74
Deposit	12/31/2023				Interest	4,826.36
Deposit	12/31/2023				Interest	14,981.13
Deposit	12/31/2023				Interest	23,766.60
Deposit	12/31/2023				Interest	13,995.64
Deposit	12/31/2023				Interest	2,669.85
Total 43700 · Interest Earned on Temp. Invest						1,081,174.70
Total 43000 · Other Income						1,236,474.37
Total Income						9,247,250.36
Gross Profit						9,247,250.36
Expense						
143502 · Commissions Paid from Levy						
Deposit	01/09/2023			Harris County Tax Office	Adj./Fees	5,437.69
Deposit	01/11/2023			Harris County Tax Office	Adj./Fees	5,025.78
Deposit	01/18/2023			Harris County Tax Office	Adj./Fees	4,071.99
Deposit	01/20/2023			Harris County Tax Office	Adj./Fees	7,790.90
Deposit	02/01/2023			Harris County Tax Office	Adj./Fees	1,554.46
Deposit	07/20/2023			Harris County Tax Office	Adj./Fees	258.36
Deposit	07/26/2023			Harris County Tax Office	Adj./Fees	124.12
Deposit	08/04/2023			Harris County Tax Office	Adj./Fees	298.29
Deposit	08/10/2023			Harris County Tax Office	Adj./Fees	258.31
Deposit	10/11/2023			Harris County Tax Office	Adj./Fees	-1,113.34
Deposit	11/28/2023			Harris County Tax Office	Adj./Fees	25.82
Deposit	12/01/2023			Harris County Tax Office	Adj./Fees	1,004.22
Deposit	12/08/2023			Harris County Tax Office	Adj./Fees	1,483.55
Deposit	12/12/2023			Harris County Tax Office	Adj./Fees	435.92
Deposit	12/14/2023			Harris County Tax Office	Adj./Fees	6,715.62
Deposit	12/18/2023			Harris County Tax Office	Adj./Fees	3,722.07
Deposit	12/21/2023			Harris County Tax Office	Adj./Fees	3,311.47
Deposit	12/29/2023			Harris County Tax Office	Adj./Fees	16,832.85
Total 143502 · Commissions Paid from Levy						57,238.08
162800 · Facilities & Equipment (DNU)						
162805 · Furniture/Equip - Non-Asset						
Bill	06/01/2023	202974		Stryker Medical Corp	Remaining balance	6,540.37
Total 162805 · Furniture/Equip - Non-Asset						6,540.37
162840 · Equip Rental & Maintenance						
Gener...	12/31/2023	CPA 23...	*	Stryker Medical Corp	Reclass allocated portion of Stryker equip...	16,311.86
Total 162840 · Equip Rental & Maintenance						16,311.86
Total 162800 · Facilities & Equipment (DNU)						22,852.23

Harris County ESD No. 1 - GOF

Profit & Loss Detail

January through December 2023

01/29/24

Accrual Basis

Type	Date	Num	Adj	Name	Memo	Amount
170000 · Capital Purchases						
17001 · Vehicles						
Bill	04/19/2023	G525645		Donalson CDJR, LLC	2023 Dodge Ram 3500	60,568.00
Bill	04/19/2023	G525647		Donalson CDJR, LLC	2023 Dodge Ram 3500	60,568.00
Bill	11/29/2023	G525646		Donalson CDJR, LLC	2023 Dodge Ram 3500 VIN x 5646	60,568.00
Total 17001 · Vehicles						181,704.00
Total 170000 · Capital Purchases						181,704.00
50000 · Commissioner Salaries and Wages						
50250 · Commissioner Reimbursement						
Bill	01/29/2023	Januar...		Fred A Scibuola	January 2023 Reimbursement	600.00
Bill	02/21/2023	Februa...		Fred A Scibuola	February 2023 Reimbursement	600.00
Bill	02/25/2023	Reimb ...		Shirley Reed	Reimbursement Request January 11 - Fe...	1,050.00
Bill	02/27/2023	2023 R...		Cathy Sunday_	Commissioner Reimbursement 2023	2,250.00
Bill	02/28/2023	March ...		Fred A Scibuola	March 2023 Reimbursement	750.00
Bill	04/14/2023	April 13...		Fred A Scibuola	April 2023 Reimbursement	1,050.00
Bill	04/17/2023	Reimb ...		Shirley Reed	Reimbursement Request March 01 - April ...	1,050.00
Bill	05/24/2023	May 24...		Fred A Scibuola	May 2023 Reimbursement	1,500.00
Bill	06/14/2023	June 1...		Fred A Scibuola	June 2023 Reimbursement	1,050.00
Bill	06/15/2023	Reimb ...		Shirley Reed	Reimbursement Request April 1 - June 14...	1,350.00
Bill	07/21/2023	July 20 ...		Fred A Scibuola	July 2023 Reimbursement	1,050.00
Bill	07/31/2023	2023 Ti...		Virginia Bazan	Meeting reimbursement	4,500.00
Bill	08/22/2023	AUG 2...		Fred A Scibuola	AUG 2023 Reimbursement	600.00
Bill	08/29/2023	Reimb ...		Shirley Reed	Reimbursement Request June 14 - Augus...	1,350.00
Bill	09/26/2023	2023 R...		Cathy Sunday_	Commissioner Reimbursement 2023	4,950.00
Bill	11/27/2023	2023 R...		Pete Serna	Commissioner Reimbursement - 2023	3,750.00
Bill	11/30/2023	Reimb ...		Shirley Reed	Reimbursement Request August 22- Nove...	2,400.00
Bill	11/30/2023	2023 J...		Virginia Bazan	Meeting reimbursement	2,700.00
Bill	12/15/2023	2023 M...		Pete Serna	HCEC Budget Meeting	750.00
Total 50250 · Commissioner Reimbursement						33,300.00
Total 50000 · Commissioner Salaries and Wages						33,300.00
51000 · HCEC Program Expense						
51100 · HCEC Contract Expense						
Bill	01/31/2023	2736		HCEC	Rate \$984.21 @ 2194 Trips less (\$890,863)	1,753,358.00
Bill	02/28/2023	2758		HCEC	Rate \$984.21 @ 1929 Trips less (\$890,863)	1,412,746.00
Bill	04/01/2023	2787		HCEC	Rate \$984.21 @ 2169 Trips less (\$572,670)	1,562,081.00
Bill	04/30/2023	2805		HCEC	Rate \$984.21 @ 2100 Trips less (\$531,499)	1,535,342.00
Bill	05/31/2023	2820		HCEC	Rate \$984.21 @ 2359 Trips less (\$544,616)	1,777,136.00
Bill	07/01/2023	02836		HCEC	Rate \$984.21 @ 2277 Trips less (\$576,963)	1,664,083.00
Bill	07/31/2023	02850		HCEC	Rate \$984.21 @ 2165 Trips less (\$456,192)	1,674,623.00
Bill	08/31/2023	02862		HCEC	Rate \$984.21 @ 2390 Trips less (\$548,586)	1,803,676.00
Bill	09/30/2023	02874		HCEC	Rate \$984.21 @ 1491 Trips less (\$459,716)	1,699,641.00
Bill	10/31/2023	02887		HCEC	Rate \$984.21 @ 2008 Trips less (\$459,716)	1,455,865.00
Bill	11/30/2023	02906		HCEC	Rate \$984.21 @ 1911 Trips less (\$451,048)	1,429,777.00
Total 51100 · HCEC Contract Expense						17,768,328.00
Total 51000 · HCEC Program Expense						17,768,328.00
52000 · Contract Services (DNU)						
52100 · Accounting Fees						
Bill	01/31/2023	2401		The Morton Accounting ...	January CPA Services	4,362.62
Bill	02/28/2023	2415		The Morton Accounting ...	February CPA Services	4,679.55
Bill	03/31/2023	2424		The Morton Accounting ...	March CPA Services	5,285.25
Bill	04/30/2023	2437		The Morton Accounting ...	April CPA Services	6,042.06
Bill	05/31/2023	2444		The Morton Accounting ...	May CPA Services	4,706.36
Bill	06/30/2023	2447		The Morton Accounting ...	June CPA Services	4,025.04
Bill	07/31/2023	2459		The Morton Accounting ...	July CPA Services	5,355.09
Bill	08/31/2023	2470		The Morton Accounting ...	August CPA Services	4,001.78
Bill	09/30/2023	2479		The Morton Accounting ...	September CPA Services	3,614.12
Bill	10/31/2023	2499		The Morton Accounting ...	October CPA Services	4,005.44
Bill	11/30/2023	2510		The Morton Accounting ...	November CPA Services	3,949.84
Bill	12/31/2023	2519		The Morton Accounting ...	December CPA Services	3,888.33
Total 52100 · Accounting Fees						53,915.48

Harris County ESD No. 1 - GOF

Profit & Loss Detail

January through December 2023

01/29/24

Accrual Basis

Type	Date	Num	Adj	Name	Memo	Amount
52200 · Audit Fees						
Bill	04/01/2023	175456...		Carr Riggs & Ingram	2022 Audit Billing	16,000.00
Bill	06/29/2023	176349...		Carr Riggs & Ingram	2022 Audit Billing - Final	4,700.00
Total 52200 · Audit Fees						20,700.00
52300 · Legal Fees						
Bill	01/11/2023			Caryn Papantonakis	Legal Fees	6,000.00
Bill	02/11/2023			Caryn Papantonakis	Legal Fees	6,000.00
Bill	03/11/2023			Caryn Papantonakis	Legal Fees	6,000.00
Bill	04/11/2023			Caryn Papantonakis	Legal Fees	6,000.00
Bill	05/11/2023			Caryn Papantonakis	Legal Fees	6,000.00
Bill	06/30/2023			Caryn Papantonakis	Legal Fees	6,000.00
Bill	07/11/2023			Caryn Papantonakis	Legal Fees	6,000.00
Bill	08/11/2023			Caryn Papantonakis	Legal Fees	6,000.00
Bill	09/11/2023			Caryn Papantonakis	Legal Fees	6,000.00
Bill	10/11/2023			Caryn Papantonakis	Legal Fees	6,000.00
Bill	11/11/2023			Caryn Papantonakis	Legal Fees	6,000.00
Bill	12/11/2023			Caryn Papantonakis	Legal Fees	6,000.00
Total 52300 · Legal Fees						72,000.00
52350 · Outside Contract Services						
Bill	01/31/2023	10029		AG CM Inc.	Project Management Support #93 & 96 - J...	5,187.00
Bill	02/26/2023	10132		AG CM Inc.	Project Management Support #93 & 96 - F...	8,845.00
Bill	03/31/2023	10206		AG CM Inc.	Project Management Support #93 & 96 - M...	18,893.00
Bill	04/30/2023	10270		AG CM Inc.	Project Management Support #93 & 96 - A...	3,165.00
Bill	05/31/2023	60333		Equitax Inc.	2022 Annual Tax True Up	3,200.00
Bill	05/31/2023	10397		AG CM Inc.	Project Management Support #93 & 96 -M...	22,232.00
Bill	06/30/2023	10505		AG CM Inc.	Project Management Support #93 & 96 - J...	7,505.50
Bill	07/31/2023	0558		AG CM Inc.	Project Management Support #93 & 96 - J...	2,450.50
Bill	08/31/2023	10650		AG CM Inc.	Project Management Support #93 & 96 - A...	5,182.75
Bill	09/30/2023	10747		AG CM Inc.	Project Management Support #93 & 96 - S...	18,232.00
Bill	10/31/2023	10919		AG CM Inc.	Project Management Support #93 & 96 - O...	21,611.60
Bill	11/30/2023	11019		AG CM Inc.	Project Management Support #93 & 96 - N...	32,553.70
Bill	12/31/2023	11105		AG CM Inc.	Project Management Support #93 & 96 - D...	13,788.20
Total 52350 · Outside Contract Services						162,846.25
52550 · Election Expense						
Bill	05/31/2023	217227		Radcliffe Bobbitt Adams...	Legal - Elections	30.00
Bill	12/31/2023	217837		Radcliffe Bobbitt Adams...	Legal - Elections	1,364.34
Total 52550 · Election Expense						1,394.34
Total 52000 · Contract Services (DNU)						310,856.07
53000 · Operations (DNU)						
53150 · Dues & Subscriptions						
Bill	01/31/2023	2023 R...		SAFE-D	Safe-D Membership Renewal	1,100.00
Bill	01/31/2023	13489		Oak Interactive, LLC	Monthly Website Maintenance - January	450.00
Bill	02/28/2023	13513		Oak Interactive, LLC	Monthly Website Maintenance - February	450.00
Bill	03/31/2023	13540		Oak Interactive, LLC	Monthly Website Maintenance - March	450.00
Bill	04/30/2023	13564		Oak Interactive, LLC	Monthly Website Maintenance - April	450.00
Bill	05/31/2023	13588		Oak Interactive, LLC	Monthly Website Maintenance - May	450.00
Bill	06/30/2023	13623		Oak Interactive, LLC	Monthly Website Maintenance - June	450.00
Bill	07/31/2023	13646		Oak Interactive, LLC	Monthly Website Maintenance - July	450.00
Bill	08/31/2023	13690		Oak Interactive, LLC	Monthly Website Maintenance - August	450.00
Bill	09/30/2023	13725		Oak Interactive, LLC	Monthly Website Maintenance - September	450.00
Bill	10/31/2023	13753		Oak Interactive, LLC	Monthly Website Maintenance - October	450.00
Bill	11/30/2023	13789		Oak Interactive, LLC	Monthly Website Maintenance - November	450.00
Bill	12/31/2023	2024 A...		Interbelt North Business...	Acct #314573 Annual Dues 2024	1,375.65
Bill	12/31/2023	2024 A...		Interbelt North Business...	Acct #314572 Annual Dues 2024	6,204.82
Bill	12/31/2023	13821		Oak Interactive, LLC	Monthly Website Maintenance -December	450.00
Total 53150 · Dues & Subscriptions						14,080.47
53250 · Computer/Software Support						
Bill	01/31/2023	2401		The Morton Accounting ...	Quickbooks Software	864.92

Harris County ESD No. 1 - GOF Profit & Loss Detail January through December 2023

Type	Date	Num	Adj	Name	Memo	Amount
Total 53250 · Computer/Software Support						864.92
53300 · Printing & Copying						
Bill	01/31/2023	2401		The Morton Accounting ...	Copies	2.32
Bill	02/28/2023	2415		The Morton Accounting ...	Copies	7.54
Bill	03/31/2023	2424		The Morton Accounting ...	Copies	8.99
Bill	04/30/2023	2437		The Morton Accounting ...	Copies	8.12
Bill	05/31/2023	2444		The Morton Accounting ...	Copies	4.06
Bill	06/30/2023	2447		The Morton Accounting ...	Copies	1.16
Bill	07/31/2023	2459		The Morton Accounting ...	Copies	4.90
Bill	08/31/2023	2470		The Morton Accounting ...	Copies	3.50
Bill	09/30/2023	2479		The Morton Accounting ...	Copies	2.80
Bill	10/31/2023	2499		The Morton Accounting ...	Copies	4.20
Bill	11/30/2023	2510		The Morton Accounting ...	Copies	4.90
Bill	12/31/2023	2519		The Morton Accounting ...	Copies	4.90
Total 53300 · Printing & Copying						57.39
53350 · Legal Notices & Filing Fees						
Deposit	03/02/2023	7213369		Houston Chronicle	Refund for Advertising	-11,746.90
Bill	09/30/2023	2479		The Morton Accounting ...	Public Hearing - Main New	11,746.94
Total 53350 · Legal Notices & Filing Fees						0.04
Total 53000 · Operations (DNU)						15,002.82
54000 · General and Admin Expenses						
54150 · Insurance - Gen Liab-Err & Omis						
Gener...	01/01/2023	CPA 22...	*	VFIS of Texas	Prepaid balance for insurance	73,273.00
Total 54150 · Insurance - Gen Liab-Err & Omis						73,273.00
54200 · Insurance - Treasurer's Bond						
Bill	10/26/2023	Scibuol...		Victor Insurance Manag...	Scibuola 61BSBGJ7588	520.00
Total 54200 · Insurance - Treasurer's Bond						520.00
54400 · HCAD Qtr Expenses						
Bill	03/01/2023	PSI230...		Harris Central Appraisal...	2nd Qtr Quarter 2023 Assessment	39,673.00
Bill	05/18/2023	PSI230...		Harris Central Appraisal...	3rd Qtr Quarter 2023 Assessment	39,910.00
Bill	08/18/2023	PSI230...		Harris Central Appraisal...	4th Qtr Quarterly 2023 Assessment	39,950.00
Bill	11/27/2023	PSI230...		Harris Central Appraisal...	1st Qtr Quarterly 2024 Assessment	49,052.00
Total 54400 · HCAD Qtr Expenses						168,585.00
54600 · Travel & Meetings						
Bill	12/13/2023	2023 R...		Pete Serna	Commissioner Reimbursement - 2023 - Te...	981.42
Total 54600 · Travel & Meetings						981.42
Total 54000 · General and Admin Expenses						243,359.42
60000 · Interest Expense						
Bill	05/12/2023	Loan P...		JPMorgan Chase Bank ...	Payment for Loan - \$6,251,874.51	35,951.84
Bill	10/28/2023	91037 ...		TIB	Acct. # ML-000091037	100,793.03
Bill	11/16/2023	Loan P...		JPMorgan Chase Bank ...	Payment for Loan - \$6,251,874.51	35,951.84
Total 60000 · Interest Expense						172,696.71
Total Expense						18,805,337.33
Net Ordinary Income						-9,558,086.97
Net Income						-9,558,086.97



AG|CM, Inc.
 P.O. Box 2682
 1101 Ocean Drive (78404)
 Corpus Christi, TX 78403
 361-882-0469

Harris County ESD #1
 Attn: Jeremy Hyde
 2800 Aldine Bender Rd.
 Houston, TX 77032

Invoice number 11019
 Date 12/01/2023

Project **22-012P Harris County ESD 1 Stations 93 and 96**

Billing Period 10/30/2023 - 11/30/2023

Invoice Summary

Description	Contract Amount	Total Billed	Prior Billed	Current Billed	Remaining	Percent Complete
PROJECT MANAGEMENT SUPPORT	259,140.00	207,092.45	174,538.75	32,553.70	52,047.55	79.92
Total	259,140.00	207,092.45	174,538.75	32,553.70	52,047.55	79.92

Professional Fees

	Hours	Rate	Billed Amount
Design Manager - AIA Paul E. Kullman	2.50	157.00	392.50
Project Manager George V. Grainger, Jr.	90.00	135.00	12,150.00
Professional Fees subtotal	92.50		12,542.50

Professional Fees

	Units	Rate	Billed Amount
Other Consultant Alpha Testing, LLC	1.00	8,251.10	8,251.10
	1.00	3,768.60	3,768.60
	1.00	2,623.50	2,623.50
	1.00	5,368.00	5,368.00
Subtotal			20,011.20
Professional Fees subtotal			20,011.20

Invoice total **32,553.70**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
11019	12/01/2023	32,553.70	32,553.70				
	Total	32,553.70	32,553.70	0.00	0.00	0.00	0.00

Approved by:

Christopher L. Majors

Vice President of East & South Regions

NOTE:

Please send all accounts receivable correspondent to ar@agcm.com.

IMPORTANT PAYMENT INFORMATION:

Please call to verify any changes to our ACH information at 361-882-0469 ext 311 or 361-215-1533 (Brenda Brewer's cell) prior to making the changes.

REMIT PAYMENT TO:

AG|CM, Inc.

P.O. Box 2682

Corpus Christi, TX 78403

Invoice Supporting Detail

22-012P Harris County ESD 1 Stations 93 and 96

**PROJECT MANAGEMENT SUPPORT
 Preconstruction & Design**

Phase Status: Active

Billing Cutoff: 11/30/2023

Date	Units	Rate	Amount
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WIP Status:

Subtotal			0.00
total			0.00

**PROJECT MANAGEMENT SUPPORT
 Construction Phase**

Phase Status: Active

Billing Cutoff: 11/30/2023

Date	Units	Rate	Amount
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Labor

WIP Status: Billable

Design Manager - AIA

Paul E. Kullman

Billable Time 10/31/2023 0.50 157.00 78.50

TEAMS Meeting

Billable Time 11/01/2023 0.50 157.00 78.50

Report

Billable Time 11/08/2023 0.50 157.00 78.50

Emails and Calls

Billable Time 11/09/2023 1.00 157.00 157.00

Emails and Calls.

Subtotal **2.50 392.50**

Project Manager

George V. Grainger, Jr.

Billable Time 10/30/2023 8.00 135.00 1,080.00

ESD 1 - weather day log creation, CPR review, submittal review

Billable Time 10/31/2023 8.00 135.00 1,080.00

ESD 1 - site visit and observation report, internal project Teams discussion, submittal/spec review

Billable Time 11/01/2023 5.50 135.00 742.50

ESD 1 - site visit and observation report, OAC meeting prep, schedule/log review

Billable Time 11/02/2023 8.00 135.00 1,080.00

ESD 1 - site visit and observation report, onsite OAC meeting, CPR review, meeting action items

Billable Time 11/03/2023 2.50 135.00 337.50

ESD 1 - site visit and observation report

Billable Time 11/06/2023 4.00 135.00 540.00

ESD 1 - contractor pay app review, fire line emails, submittal review

Billable Time 11/07/2023 4.00 135.00 540.00

ESD 1 - site visit and observation report, pay app review

Billable Time 11/08/2023 5.00 135.00 675.00

ESD 1 - 3rd party invoice review, site visit and observation report

Billable Time 11/09/2023 8.00 135.00 1,080.00

ESD 1 - observe grade beam concrete pour at 96, pay app / invoice review

Billable Time 11/10/2023 8.00 135.00 1,080.00

Invoice Supporting Detail

22-012P Harris County ESD 1 Stations 93 and 96

**PROJECT MANAGEMENT SUPPORT
 Construction Phase**

Phase Status: Active

Billing Cutoff: 11/30/2023

Date	Units	Rate	Amount
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Labor

WIP Status: Billable

Project Manager

George V. Grainger, Jr.

ESD 1 - pay app / invoice review, emails/calls, observation reporting, concrete slump deviation review

Billable Time	11/13/2023	8.00	135.00	1,080.00
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ESD 1 - testing report review, submittal review, CPR review

Billable Time	11/14/2023	8.00	135.00	1,080.00
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ESD 1 - pay app review, CPR review

Billable Time	11/15/2023	4.00	135.00	540.00
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ESD 1 - concrete pour prep/review, CPR review

Billable Time	11/16/2023	8.00	135.00	1,080.00
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ESD 1 - OAC meeting and prep, site visit, observation report

Billable Time	11/18/2023	1.00	135.00	135.00
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ESD 1 - slab concrete pour correspondence with the contractor

Subtotal		90.00		12,150.00
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Labor total		92.50		12,542.50
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**PROJECT MANAGEMENT SUPPORT
 Survey Service at 1.10**

Phase Status: Active

Billing Cutoff: 11/30/2023

Date	Units	Rate	Amount
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Consultant

WIP Status: Billable

Alpha Testing, LLC

Other Consultant	10/29/2023	1.00	8,251.10	8,251.10
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Other Consultant	10/31/2023	1.00	3,768.60	3,768.60
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Other Consultant	11/30/2023	1.00	2,623.50	2,623.50
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Other Consultant	11/30/2023	1.00	5,368.00	5,368.00
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Subtotal		4.00		20,011.20
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Consultant total		4.00		20,011.20
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Invoice Summary

	Contract	Billed	%	Remaining	%
Labor	259,140.00	144,012.75	56	115,127.25	44
Expense		1,759.10		-1,759.10	
Consultant		61,320.60		-61,320.60	
Total	259,140.00	207,092.45	80	52,047.55	20



Alpha Testing, LLC
 15811 Tuckerton Rd
 Houston, TX 77095
 (713)360-0460

Project Name: HC ESD 1 - Emergency Medical Station No. 96
 2947 Washington Drive
 Houston, Texas 77038

Client: AG|CM, Inc. - Houston
 ATTN: Vince Grainger
 3200 Wilcrest Drive, Suite 100
 Houston, TX 77042
 (713) 316-4506

Invoice No: 163369
Invoice Date: 10/31/2023
Project Mgr: Homer B. Greer, P.E.
 22-52H

Customer P.O. No: 22-012P #3 **Project No:** T231294 **Items through:** 10/31/2023 **Terms:** NET 30

Quantity	Description of work	Report Date	Report #	Unit Price	Per	Extension
1.00	Vehicle Trip Charge	10/3/2023	10	\$100.00	TRIP	\$100.00
4.00	Proof Rolling Observation	10/3/2023	10	\$52.00	HOURL	\$208.00
1.00	Vehicle Trip Charge	10/9/2023	5	\$100.00	TRIP	\$100.00
1.00	Nuclear Density Gauge	10/9/2023	5	\$100.00	TRIP	\$100.00
5.00	Density Testing (1-4)	10/9/2023	5	\$52.00	HOURL	\$260.00
1.00	Nuclear Density Gauge	10/10/2023	6	\$100.00	TRIP	\$100.00
1.00	Vehicle Trip Charge	10/10/2023	6	\$100.00	TRIP	\$100.00
5.00	Density Testing (5-12)	10/10/2023	6	\$52.00	HOURL	\$260.00
2.00	Material Pickup	10/10/2023	7	\$52.00	HOURL	\$104.00
8.00	Atterberg Limit Test	10/10/2023	8	\$85.00	EACH	\$680.00
1.00	Nuclear Density Gauge	10/11/2023	9	\$100.00	TRIP	\$100.00
1.00	Vehicle Trip Charge	10/11/2023	9	\$100.00	TRIP	\$100.00
4.00	Density Testing (Cancellation)	10/11/2023	9	\$78.00	HOURL	\$312.00
1.00	Vehicle Trip Charge	10/12/2023	11	\$100.00	TRIP	\$100.00
1.00	Nuclear Density Gauge	10/12/2023	11	\$100.00	TRIP	\$100.00
8.00	Density Testing (13-16)	10/12/2023	11	\$52.00	HOURL	\$416.00
1.00	Atterberg Limit Test	10/12/2023	12	\$85.00	EACH	\$85.00
1.00	-200 Sieve	10/12/2023	12	\$85.00	EACH	\$85.00
1.00	Proctor #3	10/12/2023	12	\$250.00	EACH	\$250.00
1.00	Compressive Strength of Stabilized Sand	10/12/2023	13	\$240.00	EACH	\$240.00
4.00	Atterberg Limit Test	10/12/2023	14	\$85.00	EACH	\$340.00
4.00	Material Pickup (ot)	10/12/2023	18	\$78.00	HOURL	\$312.00
1.00	Vehicle Trip Charge	10/13/2023	15	\$100.00	TRIP	\$100.00
8.00	Pier Monitoring	10/13/2023	15	\$75.00	HOURL	\$600.00
2.00	Pier Monitoring (ot)	10/13/2023	15	\$112.50	HOURL	\$225.00
2.00	Concrete-Testing (ot)	10/13/2023	16	\$78.00	HOURL	\$156.00
4.00	Concrete Comp. Test (1-4)	10/13/2023	16	\$22.00	EACH	\$88.00
1.00	Vehicle Trip Charge	10/14/2023	17	\$100.00	TRIP	\$100.00
4.00	Cylinder Pickup (ot)	10/14/2023	17	\$78.00	HOURL	\$312.00
1.00	Vehicle Trip Charge	10/19/2023	19	\$100.00	TRIP	\$100.00
1.00	Nuclear Density Gauge	10/19/2023	19	\$100.00	TRIP	\$100.00
4.00	Density Testing (17-20)	10/19/2023	19	\$52.00	HOURL	\$208.00
1.00	Vehicle Trip Charge	10/23/2023	20	\$100.00	TRIP	\$100.00
1.00	Nuclear Density Gauge	10/23/2023	20	\$100.00	TRIP	\$100.00
5.00	Density Testing (21-28)	10/23/2023	20	\$52.00	HOURL	\$260.00
5.00	Engineering Report Review	10/31/2023	0	\$120.00	HOURL	\$600.00

For any questions concerning this invoice, please contact our project manager for clarification.



Alpha Testing, LLC
 15811 Tuckerton Rd
 Houston, TX 77095
 (713)360-0460

Project Name: HC ESD 1 - Emergency Medical Station No. 96
 2947 Washington Drive
 Houston, Texas 77038

Client: AG|CM, Inc. - Houston
 ATTN: Vince Grainger
 3200 Wilcrest Drive, Suite 100
 Houston, TX 77042
 (713) 316-4506

Invoice No: 163369
Invoice Date: 10/31/2023
Project Mgr: Homer B. Greer, P.E.
 22-52H

Customer P.O. No: 22-012P #3 **Project No:** T231294 **Items through:** 10/31/2023 **Terms:** NET 30

Quantity	Description of work	Report Date	Report #	Unit Price	Per	Extension
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Estimated Budget:	\$25,156.00
Previously Invoiced:	\$1,576.00
Total This Invoice:	\$7,501.00
Remaining Budget:	\$16,079.00

Pay this Invoice Total: \$7,501.00

PLEASE REMIT ALL PAYMENTS TO THE FOLLOWING:

Alpha Testing, LLC
 PO Box 735418
 Chicago, IL 60673-5418

For any questions concerning this invoice, please contact our project manager for clarification.



Alpha Testing, LLC
 15811 Tuckerton Rd
 Houston, TX 77095
 (713)360-0460

Project Name: HC ESD 1 - Emergency Medical Station No. 93
 7710 Fallbrook Drive
 Houston, Texas 77086

Client: AG|CM, Inc. - Houston
 ATTN: Vince Grainger
 3200 Wilcrest Drive, Suite 100
 Houston, TX 77042
 (713) 316-4506

Invoice No: 163341
Invoice Date: 10/31/2023
Project Mgr: Homer B. Greer, P.E.
 22-52H

Customer P.O. No: 22-012P #3 **Project No:** T223408 **Items through:** 10/31/2023 **Terms:** NET 30

Quantity	Description of work	Report Date	Report #	Unit Price	Per	Extension
1.00	Vehicle Trip Charge	10/23/2023	2	\$100.00	TRIP	\$100.00
1.00	Nuclear Density Gauge	10/23/2023	2	\$100.00	TRIP	\$100.00
8.00	Density Testing (1-25)	10/23/2023	2	\$52.00	HOUR	\$416.00
3.50	Proof Rolling Observation (ot)	10/23/2023	3	\$78.00	HOUR	\$273.00
2.00	Material Pickup (ot)	10/23/2023	4	\$78.00	HOUR	\$156.00
10.00	Atterberg Limit Test	10/23/2023	5	\$85.00	EACH	\$850.00
1.00	Vehicle Trip Charge	10/26/2023	6	\$100.00	TRIP	\$100.00
8.00	Pier Monitoring	10/26/2023	6	\$75.00	HOUR	\$600.00
2.50	Concrete-Testing (ot)	10/26/2023	7	\$78.00	HOUR	\$195.00
4.00	Concrete Comp. Test (1-4)	10/26/2023	7	\$22.00	EACH	\$88.00
1.00	Vehicle Trip Charge	10/27/2023	8	\$100.00	TRIP	\$100.00
4.00	Cylinder Pickup	10/27/2023	8	\$52.00	HOUR	\$208.00
2.00	Engineering Report Review	10/31/2023	0	\$120.00	HOUR	\$240.00

Estimated Budget:	\$20,878.00
Previously Invoiced:	\$540.00
Total This Invoice:	\$3,426.00
Remaining Budget:	\$16,912.00

Pay this Invoice Total: \$3,426.00

PLEASE REMIT ALL PAYMENTS TO THE FOLLOWING:
 Alpha Testing, LLC
 PO Box 735418
 Chicago, IL 60673-5418

For any questions concerning this invoice, please contact our project manager for clarification.



Alpha Testing, LLC
 15811 Tuckerton Rd
 Houston, TX 77095
 (713)360-0460

Project Name: HC ESD 1 - Emergency Medical Station No. 93
 7710 Fallbrook Drive
 Houston, Texas 77086

Invoice No: 164408

Invoice Date: 11/30/2023

Client: AGICM, Inc. - Houston
 ATTN: Vince Grainger
 3200 Wilcrest Drive, Suite 100
 Houston, TX 77042
 (713) 316-4506

Project Mgr: Homer B. Greer, P.E.
 22-52H

Customer P.O. No: 22-012P #3

Project No: T223408

Items through: 11/30/2023

Terms: NET 30

Quantity	Description of work	Report Date	Report #	Unit Price	Per	Extension
1.00	Nuclear Density Gauge	11/6/2023	9	\$100.00	TRIP	\$100.00
1.00	Vehicle Trip Charge	11/6/2023	9	\$100.00	TRIP	\$100.00
8.00	Density Testing (26-35)	11/6/2023	9	\$52.00	HOUR	\$416.00
4.00	Material Pickup (ot)	11/6/2023	10	\$78.00	HOUR	\$312.00
1.00	-200 Sieve	11/6/2023	11	\$85.00	EACH	\$85.00
1.00	Atterberg Limit Test	11/6/2023	11	\$85.00	EACH	\$85.00
1.00	Proctor #1	11/6/2023	11	\$250.00	EACH	\$250.00
1.00	Compressive Strength of Stabilized Sand	11/6/2023	12	\$240.00	EACH	\$240.00
1.00	-200 Sieve	11/6/2023	13	\$85.00	EACH	\$85.00
1.00	Atterberg Limit Test	11/6/2023	13	\$85.00	EACH	\$85.00
1.00	Proctor #2	11/6/2023	13	\$250.00	EACH	\$250.00
1.00	Vehicle Trip Charge	11/14/2023	14	\$100.00	TRIP	\$100.00
5.50	Material Pickup	11/14/2023	14	\$52.00	HOUR	\$286.00
1.00	-200 Sieve	11/14/2023	15	\$85.00	EACH	\$85.00
1.00	Atterberg Limit Test	11/14/2023	15	\$85.00	EACH	\$85.00
1.00	Proctor #3	11/14/2023	15	\$250.00	EACH	\$250.00
1.00	Compressive Strength of Stabilized Sand	11/14/2023	16	\$240.00	EACH	\$240.00
1.00	Nuclear Density Gauge	11/16/2023	17	\$100.00	TRIP	\$100.00
1.00	Vehicle Trip Charge	11/16/2023	17	\$100.00	TRIP	\$100.00
8.00	Density Testing (36-45)	11/16/2023	17	\$52.00	HOUR	\$416.00
2.00	Density Testing (ot) (-)	11/16/2023	17	\$78.00	HOUR	\$156.00
1.00	Vehicle Trip Charge	11/17/2023	18	\$100.00	TRIP	\$100.00
1.00	Nuclear Density Gauge	11/17/2023	18	\$100.00	TRIP	\$100.00
8.00	Density Testing (46-60)	11/17/2023	18	\$52.00	HOUR	\$416.00
1.00	Density Testing (ot) (-)	11/17/2023	18	\$78.00	HOUR	\$78.00
3.00	Engineering Report Review	11/30/2023	0	\$120.00	HOUR	\$360.00

Estimated Budget:	\$20,878.00
Previously Invoiced:	\$3,966.00
Total This Invoice:	\$4,880.00
Remaining Budget:	\$12,032.00

Pay this Invoice Total: \$4,880.00

For any questions concerning this invoice, please contact our project manager for clarification.



Alpha Testing, LLC
15811 Tuckerton Rd
Houston, TX 77095
(713)360-0460

Project Name: HC ESD 1 - Emergency Medical Station No. 93
7710 Fallbrook Drive
Houston, Texas 77086

Client: AGICM, Inc. - Houston
ATTN: Vince Grainger
3200 Wilcrest Drive, Suite 100
Houston, TX 77042
(713) 316-4506

Invoice No: 164408

Invoice Date: 11/30/2023

Project Mgr: Homer B. Greer, P.E.
22-52H

Customer P.O. No: 22-012P #3

Project No: T223408

Items through: 11/30/2023

Terms: NET 30

Quantity	Description of work	Report Date	Report #	Unit Price	Per	Extension
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PLEASE REMIT ALL PAYMENTS TO THE FOLLOWING:

Alpha Testing, LLC
PO Box 735418
Chicago, IL 60673-5418

For any questions concerning this invoice, please contact our project manager for clarification.



Alpha Testing, LLC
 15811 Tuckerton Rd
 Houston, TX 77095
 (713)360-0460

Project Name: HC ESD 1 - Emergency Medical Station No. 96
 2947 Washington Drive
 Houston, Texas 77038

Client: AGICM, Inc. - Houston
 ATTN: Vince Grainger
 3200 Wilcrest Drive, Suite 100
 Houston, TX 77042
 (713) 316-4506

Invoice No: 164433

Invoice Date: 11/30/2023

Project Mgr: Homer B. Greer, P.E.
 22-52H

Customer P.O. No: 22-012P #3

Project No: T231294

Items through: 11/30/2023

Terms: NET 30

Quantity	Description of work	Report Date	Report #	Unit Price	Per	Extension
1.00	Vehicle Trip Charge	10/11/2023	9	(\$100.00)	TRIP	(\$100.00)
1.00	Nuclear Density Gauge	10/11/2023	9	(\$100.00)	TRIP	(\$100.00)
4.00	Density Testing (Cancellation)	10/11/2023	9	(\$78.00)	HOURL	(\$312.00)
1.00	Vehicle Trip Charge	11/8/2023	21	\$100.00	TRIP	\$100.00
4.00	Reinforcing Steel Observation	11/8/2023	21	\$52.00	HOURL	\$208.00
1.00	Vehicle Trip Charge	11/9/2023	22	\$100.00	TRIP	\$100.00
6.00	Concrete-Testing	11/9/2023	22	\$52.00	HOURL	\$312.00
5.00	Concrete Comp. Test (5-9)	11/9/2023	22	\$22.00	EACH	\$110.00
1.00	Vehicle Trip Charge	11/10/2023	23	\$100.00	TRIP	\$100.00
4.00	Cylinder Pickup	11/10/2023	23	\$52.00	HOURL	\$208.00
1.00	Vehicle Trip Charge	11/17/2023	24	\$100.00	TRIP	\$100.00
4.00	Reinforcing Steel Observation	11/17/2023	24	\$52.00	HOURL	\$208.00
1.00	Vehicle Trip Charge	11/18/2023	25-26	\$100.00	TRIP	\$100.00
6.50	Concrete-Testing (ot)	11/18/2023	25-26	\$78.00	HOURL	\$507.00
8.00	Concrete Comp. Test (10-17)	11/18/2023	25-26	\$22.00	EACH	\$176.00
1.00	Vehicle Trip Charge	11/20/2023	27	\$100.00	TRIP	\$100.00
4.00	Cylinder Pickup	11/20/2023	27	\$52.00	HOURL	\$208.00
3.00	Engineering Report Review	11/30/2023	0	\$120.00	HOURL	\$360.00

Estimated Budget:	\$25,156.00
Previously Invoiced:	\$9,077.00
Total This Invoice:	\$2,385.00
Remaining Budget:	\$13,694.00

Pay this Invoice Total: \$2,385.00

PLEASE REMIT ALL PAYMENTS TO THE FOLLOWING:

Alpha Testing, LLC
 PO Box 735418
 Chicago, IL 60673-5418

For any questions concerning this invoice, please contact our project manager for clarification.



AG|CM, Inc.
P.O. Box 2682
1101 Ocean Drive (78404)
Corpus Christi, TX 78403
361-882-0469

Harris County ESD #1
Attn: Jeremy Hyde
2800 Aldine Bender Rd.
Houston, TX 77032

Invoice number 11105
Date 01/01/2024

Project **22-012P Harris County ESD 1 Stations
93 and 96**

Billing Period 12/01/2023 - 12/31/2023

Invoice Summary

Description	Contract Amount	Total Billed	Prior Billed	Current Billed	Remaining	Percent Complete
PROJECT MANAGEMENT SUPPORT	259,140.00	156,323.85	145,771.85	10,552.00	102,816.15	60.32
SURVEY SERVICE AT 1.10						
CO IDS SURVEYING	10,051.80	10,051.80	10,051.80	0.00	0.00	100.00
CO ENVIORNMENTAL/ASBESTOS	17,930.00	16,830.00	16,830.00	0.00	1,100.00	93.87
CO GOETECH	12,100.00	12,100.00	12,100.00	0.00	0.00	100.00
CO CMT	51,033.40	25,575.00	22,338.80	3,236.20	25,458.40	50.11
Subtotal	91,115.20	64,556.80	61,320.60	3,236.20	26,558.40	70.85
Total	350,255.20	220,880.65	207,092.45	13,788.20	129,374.55	63.06

Professional Fees

	Hours	Rate	Billed Amount
Design Manager - AIA			
Paul E. Kullman	1.00	157.00	157.00
Project Manager			
George V. Grainger, Jr.	77.00	135.00	10,395.00
Professional Fees subtotal	78.00		10,552.00

Professional Fees

	Units	Rate	Billed Amount
Other Consultant			
Alpha Testing, LLC	1.00	3,236.20	3,236.20
Invoice total			13,788.20

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
11019	12/01/2023	32,553.70		32,553.70			

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
11105	01/01/2024	13,788.20	13,788.20				
	Total	46,341.90	13,788.20	32,553.70	0.00	0.00	0.00

Approved by:

Christopher L. Majors
Vice President of East & South Regions

NOTE:
Please send all accounts receivable correspondent to ar@agcm.com.

IMPORTANT PAYMENT INFORMATION:
Please call to verify any changes to our ACH information at 361-882-0469 ext 311 or 361-215-1533 (Brenda Brewer's cell) prior to making the changes.

REMIT PAYMENT TO:
AG|CM, Inc.
P.O. Box 2682
Corpus Christi, TX 78403

Invoice Supporting Detail

22-012P Harris County ESD 1 Stations 93 and 96

PROJECT MANAGEMENT SUPPORT
Preconstruction & Design

Phase Status: Active

Billing Cutoff: 12/31/2023

Date	Units	Rate	Amount
Subtotal			0.00
total			0.00

WIP Status:

PROJECT MANAGEMENT SUPPORT
Construction Phase

Phase Status: Active

Billing Cutoff: 12/31/2023

Date	Units	Rate	Amount
Subtotal			157.00
total			157.00

WIP Status: Billable

Labor

Design Manager - AIA

Paul E. Kullman

Billable Time	12/13/2023	1.00	157.00	157.00
<i>Emails and calls</i>				
Subtotal			1.00	157.00

Project Manager

George V. Grainger, Jr.

Billable Time	12/01/2023	4.00	135.00	540.00
<i>ESD 1 - MUD coordination for both sites, schedule review and correspondence</i>				
Billable Time	12/04/2023	7.00	135.00	945.00
<i>ESD 1 - MUD and waterline coordination and correspondence, contract review, drawing review, testing reports review and correspondence</i>				
Billable Time	12/05/2023	6.00	135.00	810.00
<i>ESD 1 - ASI review and correspondence, action log creation and correspondence, utility coordination</i>				
Billable Time	12/06/2023	6.00	135.00	810.00
<i>ESD1 - site visit/observation report/correspondence, hardware coordination, interior signage coordination, photographer correspondence, utility coordination</i>				
Billable Time	12/07/2023	2.00	135.00	270.00
<i>ESD1 - correspondence from recent site visit, slab pour prep</i>				
Billable Time	12/08/2023	8.00	135.00	1,080.00
<i>ESD1 - site visit, slab pour observation and observation report, GC coordination/questions, utility coordination</i>				
Billable Time	12/12/2023	7.00	135.00	945.00
<i>ESD 1 - change order proposals meeting/prep, pay app review, third party invoice review</i>				
Billable Time	12/13/2023	2.00	135.00	270.00
<i>ESD 1 - monthly report</i>				
Billable Time	12/14/2023	8.00	135.00	1,080.00
<i>ESD1 - onsite OAC and PEMB coordination meeting, site visits and observation reports, monthly report, third party coorespondence, change order coorespondence</i>				
Billable Time	12/15/2023	6.00	135.00	810.00
<i>ESD 1 - utilites coorespondence, owner coorespondence, change order coorespondence, pay app review, asbestos quote review</i>				
Billable Time	12/18/2023	6.00	135.00	810.00
<i>ESD1 - utilities coordination, action items correspondence, owner correspondence, documents review</i>				

Invoice Supporting Detail

22-012P Harris County ESD 1 Stations 93 and 96

PROJECT MANAGEMENT SUPPORT
Construction Phase

Phase Status: Active

Billing Cutoff: 12/31/2023

Date	Units	Rate	Amount
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Labor

WIP Status: Billable

Project Manager
 George V. Grainger, Jr.

Billable Time	12/19/2023	5.00	135.00	675.00
<i>ESD1 - site visit and observation report, onsite documents review, submittals review</i>				
Billable Time	12/20/2023	4.00	135.00	540.00
<i>ESD1 - air monitoring quotes review, contractor CPR correspondence, drawings review</i>				
Billable Time	12/21/2023	3.00	135.00	405.00
<i>ESD1 - site visit and operation report</i>				
Billable Time	12/22/2023	3.00	135.00	405.00
<i>ESD1 - utilities coordination, contractor correspondence, specs review for upcoming work</i>				
Subtotal		77.00		10,395.00
Labor total		78.00		10,552.00

Survey Service at 1.10
CO IDS Surveying

Phase Status: Active

Billing Cutoff: 12/31/2023

Date	Units	Rate	Amount
------	-------	------	--------

WIP Status:

Subtotal			0.00
total			0.00

Survey Service at 1.10
CO Environmental/Asbestos

Phase Status: Active

Billing Cutoff: 12/31/2023

Date	Units	Rate	Amount
------	-------	------	--------

WIP Status:

Subtotal			0.00
total			0.00

Survey Service at 1.10
CO Goetech

Phase Status: Active

Billing Cutoff: 12/31/2023

Date	Units	Rate	Amount
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WIP Status:

Subtotal			0.00
total			0.00

Invoice Supporting Detail

22-012P Harris County ESD 1 Stations 93 and 96

Survey Service at 1.10
 CO CMT

Phase Status: Active

Billing Cutoff: 12/31/2023

Date	Units	Rate	Amount
12/31/2023	1.00	3,236.20	3,236.20
Subtotal	1.00		3,236.20
Consultant total	1.00		3,236.20

Consultant WIP Status: Billable

Alpha Testing, LLC
 Other Consultant

Invoice Summary

	Contract	Billed	%	Remaining	%
Labor	259,140.00	154,564.75	60	104,575.25	40
Expense		1,759.10		-1,759.10	
Consultant	91,115.20	64,556.80	71	26,558.40	29
Total	350,255.20	220,880.65	63	129,374.55	37



Alpha Testing, LLC
 15811 Tuckerton Rd
 Houston, TX 77095
 (713)360-0460

Project Name: HC ESD 1 - Emergency Medical Station No. 93
 7710 Fallbrook Drive
 Houston, Texas 77086

Client: AGICM, Inc. - Houston
 ATTN: Vince Grainger
 3200 Wilcrest Drive, Suite 100
 Houston, TX 77042
 (713) 316-4506

Invoice No: 165393

Invoice Date: 12/31/2023

Project Mgr: Homer B. Greer, P.E.
 22-52H

Customer P.O. No: 22-012P #3

Project No: T223408

Items through: 12/31/2023

Terms: NET 30

Quantity	Description of work	Report Date	Report #	Unit Price	Per	Extension
1.00	Vehicle Trip Charge	12/7/2023	19	\$100.00	TRIP	\$100.00
4.00	Reinforcing Steel Observation	12/7/2023	19	\$52.00	HOUR	\$208.00
1.00	Vehicle Trip Charge	12/8/2023	20-21	\$100.00	TRIP	\$100.00
5.00	Concrete-Testing	12/8/2023	20-21	\$52.00	HOUR	\$260.00
8.00	Concrete Comp. Test (5-12)	12/8/2023	20-21	\$22.00	EACH	\$176.00
1.00	Vehicle Trip Charge	12/9/2023	22	\$100.00	TRIP	\$100.00
4.00	Cylinder Pickup (ot)	12/9/2023	22	\$78.00	HOUR	\$312.00
1.00	Nuclear Density Gauge	12/19/2023	23	\$100.00	TRIP	\$100.00
1.00	Vehicle Trip Charge	12/19/2023	23	\$100.00	TRIP	\$100.00
5.50	Density Testing (61-76)	12/19/2023	23	\$52.00	HOUR	\$286.00
1.00	Vehicle Trip Charge	12/19/2023	24	\$100.00	TRIP	\$100.00
2.00	Subgrade Monitoring	12/29/2023	24	\$52.00	HOUR	\$104.00
2.00	Field Gradations	12/29/2023	25	\$52.00	HOUR	\$104.00
1.00	Material Pickup	12/29/2023	26	\$52.00	HOUR	\$52.00
1.00	-200 Sieve	12/29/2023	27	\$85.00	EACH	\$85.00
1.00	Atterberg Limit Test	12/29/2023	27	\$85.00	EACH	\$85.00
1.00	Proctor #4	12/29/2023	27	\$250.00	EACH	\$250.00
3.50	Engineering Report Review	12/31/2023	0	\$120.00	HOUR	\$420.00

Estimated Budget:	\$20,878.00
Previously Invoiced:	\$8,846.00
Total This Invoice:	\$2,942.00
Remaining Budget:	\$9,090.00

Pay this Invoice Total: \$2,942.00

PLEASE REMIT ALL PAYMENTS TO THE FOLLOWING:

Alpha Testing, LLC
 PO Box 735418
 Chicago, IL 60673-5418

For any questions concerning this invoice, please contact our project manager for clarification.

AIA Document G742™ – 2015

Application and Certificate for Payment for a Design-Build Project

TO OWNER: Harris Co. ESD #1 2800 Aldine Bender Rd. Houston, TX 77032	PROJECT: Harris Co. ESD #93 & #96 #93: 7710 Fallbrook, Houston, TX 77086 & #96: 2947 Washington Ave., Houston, TX 77007	APPLICATION NO: 012 PERIOD TO: December 31, 2023 CONTRACT FOR: General Construction CONTRACT DATE: PROJECT NOS: / 6922	Distribution to: OWNER: <input type="checkbox"/> ARCHITECT: <input type="checkbox"/> DESIGN-BUILDER: <input type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
FROM DESIGN-BUILDER Construction Masters of Houston P. O. Box 1587 Pearland, TX 77588			

DESIGN-BUILDER'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. AIA Document G743™, Continuation Sheet for a Design-Build Project, is attached.

1. ORIGINAL CONTRACT SUM	\$302,500.00
2. NET CHANGE BY CHANGE ORDERS	\$127,500.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$430,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G743)	\$327,425.00
5. RETAINAGE:	
a. <u>0</u> % of Completed Work (Column D + E on G743)	\$0.00
b. <u>0</u> % of Stored Material (Column F on G743)	\$0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G743)	\$0.00
6. TOTAL EARNED LESS RETAINAGE	\$327,425.00
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$319,625.00
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$7,800.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$102,575.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$127,500.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$127,500.00	\$0.00
NET CHANGES by Change Order	\$127,500.00	

The undersigned Design-Builder certifies that to the best of the Design-Builder's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Design-Build Documents, that all amounts have been paid by the Design-Builder for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

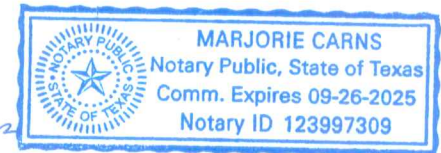
DESIGN-BUILDER: Date: December 31, 2023

By: _____
State of: Texas

County of: Brazoria

Subscribed and sworn to before me this 31st day of December, 2023

Notary Public: Marjorie Carns
My Commission expires: September 26, 2025



CERTIFICATE FOR PAYMENT

In accordance with the Design-Build Documents, based on the Owner's review of the Work and the data comprising this application, the Owner determines the following amount is properly due and owing to the Design-Builder.

AMOUNT DUE \$7,800.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

OWNER:
By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Design-Builder named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Design-Builder under this Contract.

Conditional Waiver & Release Upon Partial Payment

Whereas, the undersigned **Construction Masters of Houston, Inc.** has performed work or furnished materials for improvement to property known as **Harris County ESD #93 & #96, Design Phase** located in the city of Houston, state of Texas.

The undersigned further certifies that all labor and materials furnished by the undersigned in connection with the above-named project has been paid in full and agrees to indemnify and save harmless the said Owner, **Harris County ESD #1**, against all loss, damages, cost or expense of any character whatsoever that may arise by reason of claims for labor or unpaid material used in connection with said improvements. When the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release pro tanto, any mechanic's lien, stop notice or bond right the undersigned has on the job.

Signed, Sealed and Delivered This 31st Day of December, 2023

Construction Masters of Houston, Inc.

By: _____

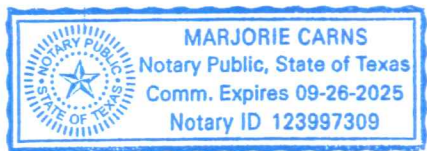


Title: **President**

State of Texas }
County of Brazoria }

Before me, the undersigned authority, on this day appeared **Justin Davis**, a person known to me, who upon being placed under oath, stated that he read and signed the foregoing instrument for the purposes and consideration therein stated and as the act and deed of **Construction Masters of Houston, Inc.** and further stated that each statement therein is within his knowledge and is true and correct.

Sworn and subscribed to before me on the 31st day of December, 2023.



Marjorie Carns
Notary Public in and for Brazoria County, Texas
My commission expires: 9/26/25

AIA[®] Document G742™ – 2015

Application and Certificate for Payment for a Design-Build Project

TO OWNER:	Harris Co. ESD #1 2800 Aldine Bender Rd. Houston, TX 77032	PROJECT:	HCESD #93 & 96 Construction Phase #93: 7710 Fallbrook, Houston, TX 77086 #96: 2947 Washington Ave, Houston, TX 77007	APPLICATION NO: 003	Distribution to:
				PERIOD TO: November 30, 2023	OWNER: <input type="checkbox"/>
FROM	Construction Masters of Houston			CONTRACT FOR: General Construction	ARCHITECT: <input type="checkbox"/>
DESIGN-BUILDER	P. O. Box 1587 Pearland, TX 77588			CONTRACT DATE: June 20, 2023	DESIGN-BUILDER: <input type="checkbox"/>
				PROJECT NOS: 6922 /	FIELD: <input type="checkbox"/>
					OTHER: <input type="checkbox"/>

DESIGN-BUILDER'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. AIA Document G743™, Continuation Sheet for a Design-Build Project, is attached.

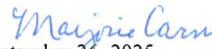
1. ORIGINAL CONTRACT SUM	\$6,919,000.00
2. NET CHANGE BY CHANGE ORDERS	\$0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$6,919,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G743)	\$1,107,268.12
5. RETAINAGE:	
a. <u>5.00</u> % of Completed Work (Column D + E on G743)	\$55,363.41
b. <u>0</u> % of Stored Material (Column F on G743)	\$0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G743)	\$55,363.41
6. TOTAL EARNED LESS RETAINAGE	\$1,051,904.71
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$481,176.90
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$570,727.81
9. BALANCE TO FINISH, INCLUDING RETAINAGE	
(Line 3 less Line 6)	\$5,867,095.29

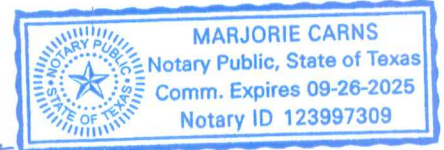
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00

The undersigned Design-Builder certifies that to the best of the Design-Builder's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Design-Build Documents, that all amounts have been paid by the Design-Builder for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

DESIGN-BUILDER: _____
 By:  _____ Date: December 12, 2023
 State of: Texas

County of: Brazoria
 Subscribed and sworn to before
 me this 12th day of December, 2023

Notary Public: Marjorie Carns 
 My Commission expires: September 26, 2025



CERTIFICATE FOR PAYMENT

In accordance with the Design-Build Documents, based on the Owner's review of the Work and the data comprising this application, the Owner determines the following amount is properly due and owing to the Design-Builder.

AMOUNT DUE \$570,727.81
 (Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:  _____ Date: 12/13/2023

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Design-Builder named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Design-Builder under this Contract.



AIA Document G743™ – 2015

Continuation Sheet for a Design-Build Project

AIA Document G742™, Application and Certification for Payment, containing Design-Builder's signed certification is attached.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:

APPLICATION DATE:

PERIOD TO:

OWNER'S PROJECT NO:

003

December 12, 2023

November 30, 2023

HCESD 93 & 96 Construction Phase

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		% (G÷C)			
	EMS Station #93	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
1.01	Supervision / Project Management	88,000.00	8,800.00	8,800.00	0.00	17,600.00	20.00%	70,400.00	0.00
1.02	Temporary Controls	34,600.00	3,460.00	3,460.00	0.00	6,920.00	20.00%	27,680.00	0.00
1.03	Construction Surveying	6,600.00	2,000.00	1,000.00	0.00	3,000.00	45.45%	3,600.00	0.00
1.04	Equipment Rental	6,600.00	0.00	0.00	0.00	0.00	0.00%	6,600.00	0.00
1.05	Final Cleaning	3,100.00	0.00	0.00	0.00	0.00	0.00%	3,100.00	0.00
1.06	General Labor	5,500.00	0.00	0.00	0.00	0.00	0.00%	5,500.00	0.00
1.07	GL & BR Insurance	34,500.00	3,450.00	3,450.00	0.00	6,900.00	20.00%	27,600.00	0.00
1.08	P&P Bonds	42,974.00	42,974.00	0.00	0.00	42,974.00	100.00%	0.00	0.00
1.09	Permits	1,922.00	1,922.00	0.00	0.00	1,922.00	100.00%	0.00	0.00
2.01	Site Demolition	43,800.00	43,800.00	0.00	0.00	43,800.00	100.00%	0.00	0.00
2.02	Earthwork	93,300.00	43,200.00	8,000.00	0.00	51,200.00	54.88%	42,100.00	0.00
2.03	Erosion Control	6,300.00	3,154.00	0.00	0.00	3,154.00	50.06%	3,146.00	0.00
2.04	Water Distribution	74,600.00	0.00	50,284.58	0.00	50,284.58	67.41%	24,315.42	0.00
2.05	Sanitary Sewer	25,200.00	0.00	22,680.00	0.00	22,680.00	90.00%	2,520.00	0.00
2.06	Storm Drainage	148,100.00	0.00	133,290.00	0.00	133,290.00	90.00%	14,810.00	0.00
2.07	Paving Specialties	4,900.00	0.00	0.00	0.00	0.00	0.00%	4,900.00	0.00
2.08	Irrigation System	13,800.00	0.00	0.00	0.00	0.00	0.00%	13,800.00	0.00
2.09	Fence & Gates	64,600.00	0.00	0.00	0.00	0.00	0.00%	64,600.00	0.00
2.10	Landscaping	23,900.00	0.00	0.00	0.00	0.00	0.00%	23,900.00	0.00
2.11	Seeding	9,800.00	0.00	0.00	0.00	0.00	0.00%	9,800.00	0.00
3.01	Concrete	376,400.00	48,600.00	148,382.25	0.00	196,982.25	52.33%	179,417.75	0.00
4.01	Masonry	13,900.00	0.00	0.00	0.00	0.00	0.00%	13,900.00	0.00
5.01	Steel Erection	106,400.00	0.00	0.00	0.00	0.00	0.00%	106,400.00	0.00
5.02	Miscellaneous Steel	14,500.00	0.00	0.00	0.00	0.00	0.00%	14,500.00	0.00

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User Notes:

(3B9ADAB6)

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G÷C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
6.01	Rough Carpentry	5,600.00	0.00	0.00	0.00	0.00	0.00%	5,600.00	0.00
6.02	Millwork & Counters	44,200.00	0.00	0.00	0.00	0.00	0.00%	44,200.00	0.00
7.01	Waterproofing & Rigid Ins	24,700.00	0.00	0.00	0.00	0.00	0.00%	24,700.00	0.00
7.02	Batt Insulation	14,900.00	0.00	0.00	0.00	0.00	0.00%	14,900.00	0.00
7.03	Roof Accessories	2,200.00	0.00	0.00	0.00	0.00	0.00%	2,200.00	0.00
8.01	Doors, Frames & Hardware	80,700.00	0.00	0.00	0.00	0.00	0.00%	80,700.00	0.00
8.02	Overhead Doors	53,400.00	0.00	0.00	0.00	0.00	0.00%	53,400.00	0.00
8.03	Glass Package	60,200.00	0.00	0.00	0.00	0.00	0.00%	60,200.00	0.00
9.01	Gypsum Assemblies	191,900.00	0.00	0.00	0.00	0.00	0.00%	191,900.00	0.00
9.02	Flooring & Tile	46,900.00	0.00	0.00	0.00	0.00	0.00%	46,900.00	0.00
9.03	Acoustical Ceilings	10,900.00	0.00	0.00	0.00	0.00	0.00%	10,900.00	0.00
9.04	Painting	37,100.00	0.00	0.00	0.00	0.00	0.00%	37,100.00	0.00
9.05	Polished Concrete	17,900.00	0.00	0.00	0.00	0.00	0.00%	17,900.00	0.00
10.01	Pest Control	1,300.00	0.00	0.00	0.00	0.00	0.00%	1,300.00	0.00
10.02	Flagpoles	4,300.00	0.00	0.00	0.00	0.00	0.00%	4,300.00	0.00
10.03	Graphics	18,500.00	0.00	0.00	0.00	0.00	0.00%	18,500.00	0.00
10.04	Aluminum Canopies	45,000.00	5,000.00	0.00	0.00	5,000.00	11.11%	40,000.00	0.00
10.05	Miscellaneous Accessories	12,000.00	0.00	0.00	0.00	0.00	0.00%	12,000.00	0.00
11.01	Appliances	17,000.00	0.00	0.00	0.00	0.00	0.00%	17,000.00	0.00
12.01	Window Treatments	2,400.00	0.00	0.00	0.00	0.00	0.00%	2,400.00	0.00
13.01	PEMB Design / Detail	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00%	0.00	0.00
13.02	PEMB	194,800.00	3,800.00	0.00	0.00	3,800.00	1.95%	191,000.00	0.00
13.03	Access Controls	29,600.00	0.00	0.00	0.00	0.00	0.00%	29,600.00	0.00
13.04	Fire Alarm	21,800.00	0.00	0.00	0.00	0.00	0.00%	21,800.00	0.00
13.05	Fire Sprinkler	37,400.00	0.00	0.00	0.00	0.00	0.00%	37,400.00	0.00
22.01	Building Plumbing	221,400.00	0.00	47,180.34	0.00	47,180.34	21.31%	174,219.66	0.00
23.01	HVAC	218,000.00	0.00	0.00	0.00	0.00	0.00%	218,000.00	0.00
26.01	Electrical	443,900.00	3,240.00	39,808.95	0.00	43,048.95	9.70%	400,851.05	0.00
26.02	Generator	61,800.00	0.00	0.00	0.00	0.00	0.00%	61,800.00	0.00

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User Notes:

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ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)		BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		% (G÷C)			
27.01	Communications	31,904.00	0.00	0.00	0.00	0.00	0.00%	31,904.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	EMS Station #96	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
1.01	Supervision / Project Management	88,000.00	8,800.00	8,800.00	0.00	17,600.00	20.00%	70,400.00	0.00
1.02	Temporary Controls	34,700.00	3,470.00	3,470.00	0.00	6,940.00	20.00%	27,760.00	0.00
1.03	Construction Surveying	6,600.00	2,000.00	0.00	0.00	2,000.00	30.30%	4,600.00	0.00
1.04	Equipment Rental	6,600.00	0.00	0.00	0.00	0.00	0.00%	6,600.00	0.00
1.05	Final Cleaning	4,000.00	0.00	0.00	0.00	0.00	0.00%	4,000.00	0.00
1.06	General Labor	5,500.00	0.00	0.00	0.00	0.00	0.00%	5,500.00	0.00
1.07	GL & BR Insurance	40,300.00	4,030.00	4,030.00	0.00	8,060.00	20.00%	32,240.00	0.00
1.08	P&P Bonds	48,635.00	48,635.00	0.00	0.00	48,635.00	100.00%	0.00	0.00
1.09	Permits	1,921.00	1,921.00	0.00	0.00	1,921.00	100.00%	0.00	0.00
2.01	Site Demolition	23,500.00	0.00	0.00	0.00	0.00	0.00%	23,500.00	0.00
2.02	Earthwork	129,100.00	55,296.00	0.00	0.00	55,296.00	42.83%	73,804.00	0.00
2.03	Erosion Control	8,800.00	1,350.00	0.00	0.00	1,350.00	15.34%	7,450.00	0.00
2.04	Water Distribution	36,300.00	0.00	0.00	0.00	0.00	0.00%	36,300.00	0.00
2.05	Sanitary Sewer	25,300.00	0.00	0.00	0.00	0.00	0.00%	25,300.00	0.00
2.06	Storm Drainage	167,800.00	0.00	0.00	0.00	0.00	0.00%	167,800.00	0.00
2.07	Detention Pond	115,500.00	0.00	0.00	0.00	0.00	0.00%	115,500.00	0.00
2.08	Paving Specialties	5,500.00	0.00	0.00	0.00	0.00	0.00%	5,500.00	0.00
2.09	Irrigation System	13,900.00	0.00	0.00	0.00	0.00	0.00%	13,900.00	0.00
2.10	Fence & Gates	50,800.00	0.00	0.00	0.00	0.00	0.00%	50,800.00	0.00
2.11	Landscaping	21,800.00	0.00	0.00	0.00	0.00	0.00%	21,800.00	0.00
2.12	Seeding	9,800.00	0.00	0.00	0.00	0.00	0.00%	9,800.00	0.00
3.01	Concrete	337,500.00	48,060.00	116,630.00	0.00	164,690.00	48.80%	172,810.00	0.00
4.01	Masonry	13,900.00	0.00	0.00	0.00	0.00	0.00%	13,900.00	0.00
5.01	Steel Erection	132,500.00	0.00	0.00	0.00	0.00	0.00%	132,500.00	0.00
5.02	Miscellaneous Steel	16,600.00	0.00	0.00	0.00	0.00	0.00%	16,600.00	0.00
6.01	Rough Carpentry	5,600.00	0.00	0.00	0.00	0.00	0.00%	5,600.00	0.00
6.02	Millwork & Counters	53,400.00	0.00	0.00	0.00	0.00	0.00%	53,400.00	0.00
7.01	Waterproofing & Rigid	30,100.00	0.00	0.00	0.00	0.00	0.00%	30,100.00	0.00

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User Notes:

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A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G÷C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	Ins								
7.02	Batt Insulation	21,400.00	0.00	0.00	0.00	0.00	0.00%	21,400.00	0.00
7.03	Roof Accessories	2,200.00	0.00	0.00	0.00	0.00	0.00%	2,200.00	0.00
8.01	Doors, Frames & Hardware	94,600.00	0.00	0.00	0.00	0.00	0.00%	94,600.00	0.00
8.02	Overhead Doors	70,800.00	0.00	0.00	0.00	0.00	0.00%	70,800.00	0.00
8.03	Glass Package	67,700.00	0.00	0.00	0.00	0.00	0.00%	67,700.00	0.00
9.01	Gypsum Assemblies	237,000.00	0.00	0.00	0.00	0.00	0.00%	237,000.00	0.00
9.02	Flooring & Tile	67,400.00	0.00	0.00	0.00	0.00	0.00%	67,400.00	0.00
9.03	Acoustical Ceilings	14,200.00	0.00	0.00	0.00	0.00	0.00%	14,200.00	0.00
9.04	Painting	43,800.00	0.00	0.00	0.00	0.00	0.00%	43,800.00	0.00
9.05	Polished Concrete	25,300.00	0.00	0.00	0.00	0.00	0.00%	25,300.00	0.00
10.01	Pest Control	1,500.00	0.00	1,500.00	0.00	1,500.00	100.00%	0.00	0.00
10.02	Flagpoles	4,300.00	0.00	0.00	0.00	0.00	0.00%	4,300.00	0.00
10.03	Graphics	19,400.00	0.00	0.00	0.00	0.00	0.00%	19,400.00	0.00
10.04	Aluminum Canopies	50,300.00	5,000.00	0.00	0.00	5,000.00	9.94%	45,300.00	0.00
10.05	Miscellaneous Accessories	17,400.00	0.00	0.00	0.00	0.00	0.00%	17,400.00	0.00
11.01	Appliances	17,000.00	0.00	0.00	0.00	0.00	0.00%	17,000.00	0.00
12.01	Window Treatments	3,400.00	0.00	0.00	0.00	0.00	0.00%	3,400.00	0.00
13.01	PEMB Design / Detail	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00%	0.00	0.00
13.02	PEMB	239,300.00	3,040.00	0.00	0.00	3,040.00	1.27%	236,260.00	0.00
13.03	Access Controls	30,800.00	0.00	0.00	0.00	0.00	0.00%	30,800.00	0.00
13.04	Fire Alarm	23,700.00	0.00	0.00	0.00	0.00	0.00%	23,700.00	0.00
13.05	Fire Sprinkler	45,300.00	0.00	0.00	0.00	0.00	0.00%	45,300.00	0.00
22.01	Building Plumbing	281,500.00	58,300.00	0.00	0.00	58,300.00	20.71%	223,200.00	0.00
23.01	HVAC	272,300.00	0.00	0.00	0.00	0.00	0.00%	272,300.00	0.00
26.01	Electrical	496,640.00	43,200.00	0.00	0.00	43,200.00	8.70%	453,440.00	0.00
26.02	Generator	101,000.00	0.00	0.00	0.00	0.00	0.00%	101,000.00	0.00
27.01	Communications	31,804.00	0.00	0.00	0.00	0.00	0.00%	31,804.00	0.00
	GRAND TOTAL	\$6,919,000.00	\$506,502.00	\$600,766.12	\$0.00	\$1,107,268.12	16.00%	\$5,811,731.88	\$0.00

Conditional Waiver & Release Upon Partial Payment

Whereas, the undersigned **Construction Masters of Houston, Inc.** has performed work or furnished materials for improvement to property known as **Harris County ESD #93 & #96, Construction Phase**, located in the city of Houston, state of Texas.

The undersigned further certifies that all labor and materials furnished by the undersigned in connection with the above-named project has been paid in full and agrees to indemnify and save harmless the said Owner, **Harris County ESD #1**, against all loss, damages, cost or expense of any character whatsoever that may arise by reason of claims for labor or unpaid material used in connection with said improvements. When the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release pro tanto, any mechanic's lien, stop notice or bond right the undersigned has on the job.

Signed, Sealed and Delivered This 12th Day of December, 2023

Construction Masters of Houston, Inc.

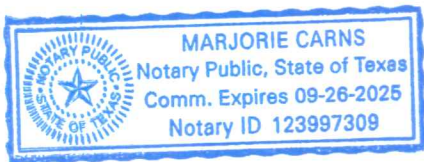
By: 


Title: **President**

State of Texas }
County of Brazoria }

Before me, the undersigned authority, on this day appeared **Justin Davis**, a person known to me, who upon being placed under oath, stated that he read and signed the foregoing instrument for the purposes and consideration therein stated and as the act and deed of **Construction Masters of Houston, Inc.** and further stated that each statement therein is within his knowledge and is true and correct.

Sworn and subscribed to before me on the 12th day of December, 2023.




Notary Public in and for Brazoria County, Texas
My commission expires: 9/26/25

Harris County ESD #1
EMS Stations 93 & 96
Pay Application #3 Station Totals
December 12, 2023

Station 93:

Total Value	\$3,200,000.00
Invoiced to Date	684,736.12
Percent Complete	21.40%
Balance to Finish	\$2,515,263.88

Station 96:

Total Value	\$3,719,000.00
Invoiced to Date	422,532.00
Percent Complete	11.36%
Balance to Finish	\$3,296,468.00

AIA[®] Document G742™ – 2015

Application and Certificate for Payment for a Design-Build Project

TO OWNER:	Harris Co. ESD #1 2800 Aldine Bender Rd. Houston, TX 77032	PROJECT:	HCESD #93 & 96 Construction Phase #93: 7710 Fallbrook, Houston, TX 77086 #96: 2947 Washington Ave, Houston, TX 77007	APPLICATION NO: 004	Distribution to:
				PERIOD TO: December 31, 2023	OWNER: <input type="checkbox"/>
					ARCHITECT: <input type="checkbox"/>
FROM	Construction Masters of Houston			CONTRACT FOR: General Construction	DESIGN-BUILDER: <input type="checkbox"/>
DESIGN-BUILDER	P. O. Box 1587 Pearland, TX 77588			CONTRACT DATE: June 20, 2023	FIELD: <input type="checkbox"/>
				PROJECT NOS: / 6922	OTHER: <input type="checkbox"/>


DESIGN-BUILDER'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. AIA Document G743™, Continuation Sheet for a Design-Build Project, is attached.


1. ORIGINAL CONTRACT SUM	\$6,919,000.00
2. NET CHANGE BY CHANGE ORDERS	\$0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$6,919,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G743)	\$1,495,376.76
5. RETAINAGE:	
a. 5.00 % of Completed Work (Column D + E on G743)	\$71,136.93
b. 5.00 % of Stored Material (Column F on G743)	\$3,631.91
Total Retainage (Lines 5a + 5b or Total in Column I of G743)	\$74,768.84
6. TOTAL EARNED LESS RETAINAGE	\$1,420,607.92
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$1,051,904.71
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$368,703.21
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$5,498,392.08

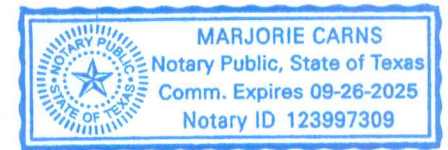
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00

The undersigned Design-Builder certifies that to the best of the Design-Builder's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Design-Build Documents, that all amounts have been paid by the Design-Builder for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

DESIGN-BUILDER:
By:  Date: December 31, 2023
State of: Texas

County of: Brazoria
Subscribed and sworn to before
me this 31st day of December, 2023

Notary Public: Marjorie Carns 
My Commission expires: September 26, 2025



CERTIFICATE FOR PAYMENT

In accordance with the Design-Build Documents, based on the Owner's review of the Work and the data comprising this application, the Owner determines the following amount is properly due and owing to the Design-Builder.

AMOUNT DUE \$368,703.21

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:
By:  Date: 01/17/2024

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Design-Builder named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Design-Builder under this Contract.



AIA[®] Document G743™ – 2015

Continuation Sheet for a Design-Build Project

AIA Document G742™, Application and Certification for Payment, containing Design-Builder's signed certification is attached.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:	004
APPLICATION DATE:	December 31, 2023
PERIOD TO:	December 31, 2023
OWNER'S PROJECT NO:	HCESD 93 & 96 Construction Phase

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G÷C)		
	EMS Station #93	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
1.01	Supervision / Project Management	88,000.00	17,600.00	8,800.00	0.00	26,400.00	30.00%	61,600.00	0.00
1.02	Temporary Controls	34,600.00	6,920.00	3,460.00	0.00	10,380.00	30.00%	24,220.00	0.00
1.03	Construction Surveying	6,600.00	3,000.00	0.00	0.00	3,000.00	45.45%	3,600.00	0.00
1.04	Equipment Rental	6,600.00	0.00	0.00	0.00	0.00	0.00%	6,600.00	0.00
1.05	Final Cleaning	3,100.00	0.00	0.00	0.00	0.00	0.00%	3,100.00	0.00
1.06	General Labor	5,500.00	0.00	0.00	0.00	0.00	0.00%	5,500.00	0.00
1.07	GL & BR Insurance	34,500.00	6,900.00	3,450.00	0.00	10,350.00	30.00%	24,150.00	0.00
1.08	P&P Bonds	42,974.00	42,974.00	0.00	0.00	42,974.00	100.00%	0.00	0.00
1.09	Permits	1,922.00	1,922.00	0.00	0.00	1,922.00	100.00%	0.00	0.00
2.01	Site Demolition	43,800.00	43,800.00	0.00	0.00	43,800.00	100.00%	0.00	0.00
2.02	Earthwork	93,300.00	51,200.00	0.00	0.00	51,200.00	54.88%	42,100.00	0.00
2.03	Erosion Control	6,300.00	3,154.00	0.00	0.00	3,154.00	50.06%	3,146.00	0.00
2.04	Water Distribution	74,600.00	50,284.58	0.00	0.00	50,284.58	67.41%	24,315.42	0.00
2.05	Sanitary Sewer	25,200.00	22,680.00	0.00	0.00	22,680.00	90.00%	2,520.00	0.00
2.06	Storm Drainage	148,100.00	133,290.00	0.00	0.00	133,290.00	90.00%	14,810.00	0.00
2.07	Paving Specialties	4,900.00	0.00	0.00	0.00	0.00	0.00%	4,900.00	0.00
2.08	Irrigation System	13,800.00	0.00	0.00	0.00	0.00	0.00%	13,800.00	0.00
2.09	Fence & Gates	64,600.00	0.00	0.00	0.00	0.00	0.00%	64,600.00	0.00
2.10	Landscaping	23,900.00	0.00	0.00	0.00	0.00	0.00%	23,900.00	0.00
2.11	Seeding	9,800.00	0.00	0.00	0.00	0.00	0.00%	9,800.00	0.00
3.01	Concrete	376,400.00	196,982.25	0.00	0.00	196,982.25	52.33%	179,417.75	0.00
4.01	Masonry	13,900.00	0.00	0.00	0.00	0.00	0.00%	13,900.00	0.00
5.01	Steel Erection	106,400.00	0.00	0.00	0.00	0.00	0.00%	106,400.00	0.00
5.02	Miscellaneous Steel	14,500.00	0.00	0.00	0.00	0.00	0.00%	14,500.00	0.00

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User Notes:

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A	B	C	D		E	F	G		H	I
			WORK COMPLETED				TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G+C)		
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)					BALANCE TO FINISH (C - G)
6.01	Rough Carpentry	5,600.00	0.00	0.00	0.00	0.00	0.00%	5,600.00	0.00	
6.02	Millwork & Counters	44,200.00	0.00	0.00	0.00	0.00	0.00%	44,200.00	0.00	
7.01	Waterproofing & Rigid Ins	24,700.00	0.00	0.00	0.00	0.00	0.00%	24,700.00	0.00	
7.02	Batt Insulation	14,900.00	0.00	0.00	0.00	0.00	0.00%	14,900.00	0.00	
7.03	Roof Accessories	2,200.00	0.00	0.00	0.00	0.00	0.00%	2,200.00	0.00	
8.01	Doors, Frames & Hardware	80,700.00	0.00	0.00	0.00	0.00	0.00%	80,700.00	0.00	
8.02	Overhead Doors	53,400.00	0.00	0.00	0.00	0.00	0.00%	53,400.00	0.00	
8.03	Glass Package	60,200.00	0.00	0.00	0.00	0.00	0.00%	60,200.00	0.00	
9.01	Gypsum Assemblies	191,900.00	0.00	8,365.68	0.00	8,365.68	4.36%	183,534.32	0.00	
9.02	Flooring & Tile	46,900.00	0.00	0.00	31,488.17	31,488.17	67.14%	15,411.83	0.00	
9.03	Acoustical Ceilings	10,900.00	0.00	0.00	0.00	0.00	0.00%	10,900.00	0.00	
9.04	Painting	37,100.00	0.00	0.00	0.00	0.00	0.00%	37,100.00	0.00	
9.05	Polished Concrete	17,900.00	0.00	0.00	0.00	0.00	0.00%	17,900.00	0.00	
10.01	Pest Control	1,300.00	0.00	1,300.00	0.00	1,300.00	100.00%	0.00	0.00	
10.02	Flagpoles	4,300.00	0.00	0.00	0.00	0.00	0.00%	4,300.00	0.00	
10.03	Graphics	18,500.00	0.00	264.60	0.00	264.60	1.43%	18,235.40	0.00	
10.04	Aluminum Canopies	45,000.00	5,000.00	0.00	0.00	5,000.00	11.11%	40,000.00	0.00	
10.05	Miscellaneous Accessories	12,000.00	0.00	0.00	0.00	0.00	0.00%	12,000.00	0.00	
11.01	Appliances	17,000.00	0.00	0.00	0.00	0.00	0.00%	17,000.00	0.00	
12.01	Window Treatments	2,400.00	0.00	0.00	0.00	0.00	0.00%	2,400.00	0.00	
13.01	PEMB Design / Detail	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00%	0.00	0.00	
13.02	PEMB	194,800.00	3,800.00	0.00	0.00	3,800.00	1.95%	191,000.00	0.00	
13.03	Access Controls	29,600.00	0.00	0.00	0.00	0.00	0.00%	29,600.00	0.00	
13.04	Fire Alarm	21,800.00	0.00	0.00	0.00	0.00	0.00%	21,800.00	0.00	
13.05	Fire Sprinkler	37,400.00	0.00	0.00	0.00	0.00	0.00%	37,400.00	0.00	
22.01	Building Plumbing	221,400.00	47,180.34	2,534.40	0.00	49,714.74	22.45%	171,685.26	0.00	
23.01	HVAC	218,000.00	0.00	0.00	0.00	0.00	0.00%	218,000.00	0.00	
26.01	Electrical	443,900.00	43,048.95	26,460.00	0.00	69,508.95	15.66%	374,391.05	0.00	
26.02	Generator	61,800.00	0.00	0.00	0.00	0.00	0.00%	61,800.00	0.00	

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User Notes:

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A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G+C)		
27.01	Communications	31,904.00	0.00	0.00	0.00	0.00	0.00%	31,904.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	EMS Station #96	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
1.01	Supervision / Project Management	88,000.00	17,600.00	8,800.00	0.00	26,400.00	30.00%	61,600.00	0.00
1.02	Temporary Controls	34,700.00	6,940.00	3,470.00	0.00	10,410.00	30.00%	24,290.00	0.00
1.03	Construction Surveying	6,600.00	2,000.00	1,000.00	0.00	3,000.00	45.45%	3,600.00	0.00
1.04	Equipment Rental	6,600.00	0.00	0.00	0.00	0.00	0.00%	6,600.00	0.00
1.05	Final Cleaning	4,000.00	0.00	0.00	0.00	0.00	0.00%	4,000.00	0.00
1.06	General Labor	5,500.00	0.00	0.00	0.00	0.00	0.00%	5,500.00	0.00
1.07	GL & BR Insurance	40,300.00	8,060.00	4,030.00	0.00	12,090.00	30.00%	28,210.00	0.00
1.08	P&P Bonds	48,635.00	48,635.00	0.00	0.00	48,635.00	100.00%	0.00	0.00
1.09	Permits	1,921.00	1,921.00	0.00	0.00	1,921.00	100.00%	0.00	0.00
2.01	Site Demolition	23,500.00	0.00	0.00	0.00	0.00	0.00%	23,500.00	0.00
2.02	Earthwork	129,100.00	55,296.00	0.00	0.00	55,296.00	42.83%	73,804.00	0.00
2.03	Erosion Control	8,800.00	1,350.00	0.00	0.00	1,350.00	15.34%	7,450.00	0.00
2.04	Water Distribution	36,300.00	0.00	0.00	0.00	0.00	0.00%	36,300.00	0.00
2.05	Sanitary Sewer	25,300.00	0.00	0.00	0.00	0.00	0.00%	25,300.00	0.00
2.06	Storm Drainage	167,800.00	0.00	0.00	0.00	0.00	0.00%	167,800.00	0.00
2.07	Detention Pond	115,500.00	0.00	0.00	0.00	0.00	0.00%	115,500.00	0.00
2.08	Paving Specialties	5,500.00	0.00	0.00	0.00	0.00	0.00%	5,500.00	0.00
2.09	Irrigation System	13,900.00	0.00	0.00	0.00	0.00	0.00%	13,900.00	0.00
2.10	Fence & Gates	50,800.00	0.00	0.00	0.00	0.00	0.00%	50,800.00	0.00
2.11	Landscaping	21,800.00	0.00	0.00	0.00	0.00	0.00%	21,800.00	0.00
2.12	Seeding	9,800.00	0.00	0.00	0.00	0.00	0.00%	9,800.00	0.00
3.01	Concrete	337,500.00	164,690.00	0.00	0.00	164,690.00	48.80%	172,810.00	0.00
4.01	Masonry	13,900.00	0.00	0.00	0.00	0.00	0.00%	13,900.00	0.00
5.01	Steel Erection	132,500.00	0.00	0.00	0.00	0.00	0.00%	132,500.00	0.00
5.02	Miscellaneous Steel	16,600.00	0.00	0.00	0.00	0.00	0.00%	16,600.00	0.00
6.01	Rough Carpentry	5,600.00	0.00	0.00	0.00	0.00	0.00%	5,600.00	0.00
6.02	Millwork & Counters	53,400.00	0.00	0.00	0.00	0.00	0.00%	53,400.00	0.00
7.01	Waterproofing & Rigid	30,100.00	0.00	0.00	0.00	0.00	0.00%	30,100.00	0.00

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User Notes:

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A	B	C	D		E	F	G		H	I
			WORK COMPLETED				TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G÷C)		
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)					BALANCE TO FINISH (C - G)
	Ins									
7.02	Batt Insulation	21,400.00	0.00	0.00	0.00	0.00	0.00%	21,400.00	0.00	
7.03	Roof Accessories	2,200.00	0.00	0.00	0.00	0.00	0.00%	2,200.00	0.00	
8.01	Doors, Frames & Hardware	94,600.00	0.00	0.00	0.00	0.00	0.00%	94,600.00	0.00	
8.02	Overhead Doors	70,800.00	0.00	0.00	0.00	0.00	0.00%	70,800.00	0.00	
8.03	Glass Package	67,700.00	0.00	0.00	0.00	0.00	0.00%	67,700.00	0.00	
9.01	Gypsum Assemblies	237,000.00	0.00	10,115.28	0.00	10,115.28	4.27%	226,884.72	0.00	
9.02	Flooring & Tile	67,400.00	0.00	0.00	41,150.07	41,150.07	61.05%	26,249.93	0.00	
9.03	Acoustical Ceilings	14,200.00	0.00	0.00	0.00	0.00	0.00%	14,200.00	0.00	
9.04	Painting	43,800.00	0.00	0.00	0.00	0.00	0.00%	43,800.00	0.00	
9.05	Polished Concrete	25,300.00	0.00	0.00	0.00	0.00	0.00%	25,300.00	0.00	
10.01	Pest Control	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00%	0.00	0.00	
10.02	Flagpoles	4,300.00	0.00	0.00	0.00	0.00	0.00%	4,300.00	0.00	
10.03	Graphics	19,400.00	0.00	0.00	0.00	0.00	0.00%	19,400.00	0.00	
10.04	Aluminum Canopies	50,300.00	5,000.00	0.00	0.00	5,000.00	9.94%	45,300.00	0.00	
10.05	Miscellaneous Accessories	17,400.00	0.00	0.00	0.00	0.00	0.00%	17,400.00	0.00	
11.01	Appliances	17,000.00	0.00	0.00	0.00	0.00	0.00%	17,000.00	0.00	
12.01	Window Treatments	3,400.00	0.00	0.00	0.00	0.00	0.00%	3,400.00	0.00	
13.01	PEMB Design / Detail	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00%	0.00	0.00	
13.02	PEMB	239,300.00	3,040.00	226,295.74	0.00	229,335.74	95.84%	9,964.26	0.00	
13.03	Access Controls	30,800.00	0.00	0.00	0.00	0.00	0.00%	30,800.00	0.00	
13.04	Fire Alarm	23,700.00	0.00	0.00	0.00	0.00	0.00%	23,700.00	0.00	
13.05	Fire Sprinkler	45,300.00	0.00	0.00	0.00	0.00	0.00%	45,300.00	0.00	
22.01	Building Plumbing	281,500.00	58,300.00	7,124.70	0.00	65,424.70	23.24%	216,075.30	0.00	
23.01	HVAC	272,300.00	0.00	0.00	0.00	0.00	0.00%	272,300.00	0.00	
26.01	Electrical	496,640.00	43,200.00	0.00	0.00	43,200.00	8.70%	453,440.00	0.00	
26.02	Generator	101,000.00	0.00	0.00	0.00	0.00	0.00%	101,000.00	0.00	
27.01	Communications	31,804.00	0.00	0.00	0.00	0.00	0.00%	31,804.00	0.00	
	GRAND TOTAL	\$6,919,000.00	\$1,107,268.12	\$315,470.40	\$72,638.24	\$1,495,376.76	21.61%	\$5,423,623.24	\$0.00	

Conditional Waiver & Release Upon Partial Payment

Whereas, the undersigned **Construction Masters of Houston, Inc.** has performed work or furnished materials for improvement to property known as **Harris County ESD #93 & #96, Construction Phase**, located in the city of Houston, state of Texas.

The undersigned further certifies that all labor and materials furnished by the undersigned in connection with the above-named project has been paid in full and agrees to indemnify and save harmless the said Owner, **Harris County ESD #1**, against all loss, damages, cost or expense of any character whatsoever that may arise by reason of claims for labor or unpaid material used in connection with said improvements. When the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release pro tanto, any mechanic's lien, stop notice or bond right the undersigned has on the job.

Signed, Sealed and Delivered This 31st Day of December, 2023

Construction Masters of Houston, Inc.

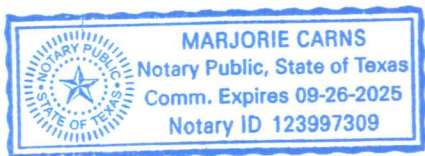
By: _____

Title: **President**

State of Texas }
County of Brazoria }

Before me, the undersigned authority, on this day appeared **Justin Davis**, a person known to me, who upon being placed under oath, stated that he read and signed the foregoing instrument for the purposes and consideration therein stated and as the act and deed of **Construction Masters of Houston, Inc.** and further stated that each statement therein is within his knowledge and is true and correct.

Sworn and subscribed to before me on the 31st day of December, 2023.



Marjorie Carns
Notary Public in and for Brazoria County, Texas
My commission expires: 9/26/25

Harris County ESD #1
EMS Stations 93 & 96
Pay Application #4 Station Totals
December 31, 2023

Station 93:

Total Value	\$3,200,000.00
Invoiced to Date	770,858.97
Percent Complete	24.09%
Balance to Finish	\$2,429,141.03

Station 96:

Total Value	\$3,719,000.00
Invoiced to Date	724,517.79
Percent Complete	19.48%
Balance to Finish	\$2,994,482.21



Harris County Emergency Services District No. 1

Employee

Name: Fred A. Scibuola
Position: Commissioner

Pay Period
From: 1/1/2024
To: 1/23/2024

Table with 7 columns: Date, Description, Commissioner Fees, Lodging, Meals, Other, TOTAL. Contains 5 rows of expense data and 17 rows of zero values.

Sub Total: 1,200.00
Mileage Detail: -
TOTAL: 1,200.00

Mileage Detail

Table with 6 columns: Date, Purpose, Start Location, End Location, Miles, Amount. Includes IRS Standard Rate \$ 0.67. Contains 17 rows of zero values and a total row.

My name is Fred A. Scibuola and I am a Commissioner of Harris County Emergency Services District No. 1. I am executing this declaration as part of my assigned duties and responsibilities. I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas on the 23 day of January, 2024.

Fred A. Scibuola
Declarant's Signature



Harris County Emergency Services District No. 1

Name: Shirley Reed
Position: Commissioner

Employee

Pay Period
From: 1/1/2024
To: 1/16/2024

Table with 7 columns: Date, Description, Commissioner Fees, Lodging, Meals, Other, TOTAL. Rows include: 1/3/2024 Commissioner Training Reminder (200.00), 1/5/2024 HCEC Newsletter (200.00), 1/15/2024 HCEC Board Update (200.00), 1/16/2024 HCEC Update (200.00).

Sub Total: 800.00
Mileage Detail: -
TOTAL: 800.00

Mileage Detail

Mileage Detail table with 7 columns: Date, Purpose, Start Location, End Location, Miles, Amount, IRS Standard Rate \$ 0.67. Includes a Total row at the bottom.

My name is Shirley Reed and I am a Commissioner of Harris County Emergency Services District No. 1. I am executing this declaration as part of my assigned duties and responsibilities. I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas on the 30th day of January, 2024

Handwritten signature of Shirley Reed over the printed name 'Declarant's Signature'.



Page 1/1
 Invoice 02906
 Date 11/30/2023

Harris County Emergency Corps
 2800 Aldine Bender Road
 Houston TX 77032

Bill To: Harris County ESD#1

Ship To: Harris County ESD#1
 Melissa Morton

		Customer ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
		H0001		Due on Receipt	11/30/2023	2,866
Ordered	Item Number	Description		Discount	Unit Price	Ext. Price
1.00	911 SERVICES	1911 Responses * 984.21- IMX Collections \$451,048		\$0.00	\$1,429,777.00	\$1,429,777.00
1.00	LEASE AMBULANCES	Lease Payments ESD1 ambulances		\$0.00	-\$7,000.00	-\$7,000.00
1.00	LEASE PAYMENTS	Lease payments to ESD1 Bldg/Eq		\$0.00	-\$45,553.00	-\$45,553.00

Thank you for your business!

Subtotal	\$1,377,224.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Total	\$1,377,224.00



Interbelt North Business Center Owners Association
PO Box 442047
Houston, TX 77244-2047

RETURN SERVICE REQUESTED

HARRIS COUNTY EMERGE
2800 ALDINE BENDER RD
HOUSTON TX 77032-3502



2.0 oz D
C-3
AM-A1787527

Account Information

FirstService Residential is pleased to be the managing agent for your community!

From: Interbelt North Business Center Owners Association

Account #: 314572

Date: 11/28/2023

Total Due: \$6,204.82

Important Information

This is your annual invoice for association property maintenance and operation. Payments not received by the due date may incur additional fees.

Payment Options:

- **By Electronic Payment:** www.clickpay.com (instructions attached)
- **By Phone:** 1.888.354.0135 (Option 1)
- **By Mail:** **PO Box 30419, Tampa FL 33630-3419** (include coupon and account number)

If your account is in collections with the Association's attorney there may be additional legal fees not posted to the current balance.

For questions, please call or email FirstService Residential at 877.253.9689 or contactus.tx@fsresidential.com.

▲ FOLD ON PERFORATION, DETACH COUPON, AND RETURN WITH PAYMENT ▲



FirstService Residential Houston
PO Box 442047
Houston, TX 77244-2047

Account #		314572
Due Date	Jan 1, 2024	Pay This Amount \$6,204.82
After This Date	Jan 31, 2024	Pay This Amount \$6,322.89

HARRIS COUNTY EMERGE
2800 ALDINE BENDER RD
HOUSTON TX 77032-3502

Interbelt North Business Center Owners Association
FirstService Residential Houston
PO BOX 30419
TAMPA, FL 33630-3419

4322000314572010124006204829



Interbelt North Business Center Owners Association
PO Box 442047
Houston, TX 77244-2047

RETURN SERVICE REQUESTED

HARRIS COUNTY EMERGE
2800 ALDINE BENDER RD
HOUSTON TX 77032-3502



2.0 oz D
C+3
AM-A1787527

Account Information

FirstService Residential is pleased to be the managing agent for your community!

From: Interbelt North Business Center Owners Association

Account #: 314573

Date: 11/28/2023

Total Due: \$1,375.65

Important Information

This is your annual invoice for association property maintenance and operation. Payments not received by the due date may incur additional fees.

Payment Options:

- **By Electronic Payment:** www.clickpay.com (instructions attached)
- **By Phone:** 1.888.354.0135 (Option 1)
- **By Mail:** **PO Box 30419, Tampa FL 33630-3419** (include coupon and account number)

If your account is in collections with the Association's attorney there may be additional legal fees not posted to the current balance.

For questions, please call or email FirstService Residential at 877.253.9689 or contactus.tx@fsresidential.com.



FirstService Residential Houston
PO Box 442047
Houston, TX 77244-2047

▲ FOLD ON PERFORATION, DETACH COUPON, AND RETURN WITH PAYMENT ▲

Account #		314573	
Due Date	Jan 1, 2024	Pay This Amount	\$1,375.65
After This Date	Jan 31, 2024	Pay This Amount	\$1,421.28

HARRIS COUNTY EMERGE
2800 ALDINE BENDER RD
HOUSTON TX 77032-3502

Interbelt North Business Center Owners Association
FirstService Residential Houston
PO BOX 30419
TAMPA, FL 33630-3419

4322000314573010124001375653



**Interbelt North
2024 Adopted Budget**

Operating Income

Assessments	170,364
Finance Charges	0
Late Fees	0
Total Income	170,364

Operating Expenses

Administrative Expense Other	84
Audit/Tax Preparation	1,700
Electricity-Common Area	12,274
Insurance	17,610
Landscape Maintenance	871
Landscape Contract	6,989
Legal Expenses	1,129
Maintenance & Repairs	500
Management Fees	15,911
Office Supplies/Postage/Scans/Copies	199
Reserve Fund	4,689
Security Service	104,484
Street Sweeping	3,924
Total Expenses	170,364

Surplus / (Deficit) (0)



INTERBELT NORTH BUSINESS CENTER OWNER'S ASSOCIATION, INC.
2024 ASSESSMENT FEE

Attached is your coupon for the 2024 maintenance assessment for Interbelt North Business Center Owner's Association.

The Board of Directors for **Interbelt North Business Center Owners Association** adopted the 2024 Operations budget. Please send your check payable to **Interbelt North Business Center OA** along with the remittance coupon to the address printed on the coupon. You may also pay by credit card via the FirstService Residential website www.fsresidential.com. Credit card payments are subject to a convenience fee.

The 2024 Assessment for your community association is due in full on **January 1, 2024**, and becomes delinquent on **January 31, 2024**. If your payment is received after **January 31, 2024**, you will be charged a **\$25.00 late fee and interest of 18% per annum** until paid in full.

Your maintenance fee pays for items such as the landscape maintenance of common areas, street light operation and enforcement of Deed Restrictions.

The total amount does include any past due balance as of the date of printing. If your account is in collection with the Association's attorney there may be additional legal fees not posted to the current balance. If your Mortgage Company pays your Assessment fee, please forward the payment coupon to them.

Your FirstService Residential team looks forward to working with you to carry out the daily operations of your Association. Should you have any questions or suggestions about your community, please contact FirstService by calling 713.932.1122.

We thank you in advance for your support and wish you Happy Holidays and a prosperous New Year.



Lonestar Documentation, LLC dba Multivista

508 N. Central Expy.
 Richardson, TX 75080
 Phone 832.829.0152 j.altus@multivista.com
 Fax 972.690.1061 www.multivista.com

Date	Invoice
1/15/2024	8036
Terms	Due Date
Net 30	2/14/2024



Bill To
Harris County ESD No. 1 2800 Aldine Bender Rd. Houston, TX 77032

Enclosed

MVID
76420

Project Name	Description	Amount
EMS Stations 93 & 96	Monthly Documentation to include some or all of the following: Progressions and Exact-Built Documentation ***** HCESD 1 - EMS Station 93 & 96 Contract: \$8,210.00 Invoice 2 of 3	2,052.50

Please remit payment to the following address:508 N. Central Expy.
 Richardson, TX 75080

Thank you for your business!

Subtotal	\$2,052.50
Sales Tax (0.0%)	\$0.00
Payments/Credits	\$0.00
Balance Due	\$2,052.50



INVOICE

OAK Interactive, LLC

1819 Blue Water Bay Dr., Katy, TX 77494,

UNITED STATES

info@oakinteractive.com; Website:

www.oakinteractive.com

Invoice No#: 13821

Invoice Date: Dec 31, 2023

Reference: Creative Services

Due Date: Jan 30, 2024

\$450.00

AMOUNT DUE

BILL TO

HCESD-1.org

Melissa Morton

2800 Aldine Bender Rd., Houston, TX

77032, UNITED STATES

#	ITEMS & DESCRIPTION	QTY/HRS	PRICE	AMOUNT(\$)
1	Website Maintenance	1	\$450.00	\$450.00
			Subtotal	\$450.00
			TOTAL	\$450.00 USD

NOTES TO CUSTOMER

December, 2023 - Kindly Remit to: OAK Interactive, LLC

1819 Blue Water Bay Dr., Katy, TX 77494

Thank YOU For Your Business!

TERMS AND CONDITIONS

Net 30 - Interest accrued at 2% per month, thereafter. Make checks payable to: OAK Interactive, LLC or pay via Credit Card with a 4% processing fee. Sales Tax applied to:

- Website Maintenance
- Website Design & Development
- Hard Cost for production items

RAB

RADCLIFFE

ADAMS

BARNER

2929 Allen Parkway
Suite 3450
Houston, Texas 77019-7120
713.237.1221
rabfirm.com

January 5, 2024

Harris County ESD 1
c/o The Morton Accounting Services
1125 Cypress Station Drive, Building H-4
Houston, Texas 77090

Client No.: 1850.0000
Invoice No.: 217837

Attention:

RE: Elections

DATE	DESCRIPTION	HOURS	AMOUNT	
Dec-04-23	Prepare 12/15/23 supplemental agenda, Notice of Appointment of Designated Agent and Notice of Deadline to File Application for Place on Ballot.	0.75	90.00	RDR
Dec-05-23	Review and revise 12/15/23 supplemental agenda; Notice of Appointment of Designated Agent; Notice of Deadline to File Applications for Place on the Ballot.	1.25	312.50	MCK
Dec-08-23	Review and revise 12/15/23 supplemental agenda.	0.25	68.75	RDA
	Revise and finalize 12/15/23 supplemental agenda.	0.50	60.00	RDR
Dec-10-23	Prepare certificates of posting for in-District, website and RAB postings for Notice of Deadline to File Application for Place on Ballot and Notice of Designated Agent.	0.50	60.00	RDR
Dec-15-23	Prepare for, travel to/from and attend 12/15/23 Board meeting; Review and revise Notice of Designated Agent and Notice Regarding	2.25	618.75	RDA

	Deadline to File Application for Place on Ballot.			
Dec-18-23	Finalize Notice of Deadline to File Applications for Place on the Ballot and Notice of Appointment of Designated Agent; prepare correspondence and transmit same with certificates of posting to J. Hyde.	0.25	30.00	RDR
Dec-21-23	Profile executed certificates of postings for Notice of Deadline to File Applications and Notice of Appointment of Designated Agent.	0.25	30.00	RDR
	Totals	6.00	<u>\$1,270.00</u>	

DISBURSEMENTS

	Photocopies - Black & White		6.00	
	Photocopies - Color		2.40	
Dec-20-23	Mileage (12/15/23 Board Meeting - RDA)		25.94	
	Totals		<u>\$34.34</u>	
	Total Fee & Disbursements			<u>\$1,304.34</u>
	Balance Now Due			<u>\$1,364.34</u>



Invoice

Date	Invoice #
12/31/2023	2519

Bill To
Harris County ESD #1 2800 Aldine Bender Rd Houston, TX 77032

Terms	Due Date
Net 30	1/30/2024

Serviced	Description	Time	Rate	Amount
12/31/2023	December CPA Services		2,750.00	2,750.00
12/31/2023	Additional Hours (Fixed asset management, meeting with board members for ACH approval for Prosperity, review of arbitrage agreement, review of variances in board members reimbursement reports, meeting with Fred, meeting with bank regarding rates available)	8.1309	140.00	1,138.33
12/31/2023	Copies	14	0.35	4.90

Please Remit Payment to: The Morton Accounting Service 410 Pierce Street Suite 230 Houston, TX 77002	Total	\$3,893.23
	Payments/Credits	\$0.00
	Balance Due	\$3,893.23
or via the Intuit payment link in the email.		



A DIVISION OF WINSTAR INSURANCE GROUP

13625 Ronald W Reagan Blvd
Bldg. 3, Suite 100
Cedar Park, TX 78613
Phone: (800) 252-9435

Harris Co ESD #1
2800 Aldine Bender Rd. Ste A
Houston, TX 77032

Invoice # 10814	Page 1 of 1
Account Number	Date
HARRCOE-01	12/22/2023
Balance Due On	
1/1/2024	
Amount Paid	Amount Due
	\$80,713.00

You can now pay ONLINE. To make a payment online, click here: <https://winstar.appliedpay.com/>

Commercial Package	Policy Number: VFNU-TR-0001761	Effective: 1/1/2024 to 1/1/2025
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Item #	Trans Eff Date	Due DateTrans	Description	Amount
52058	1/1/2024	1/1/2024 RENB	Renewal of Commercial Package Effective 1/1/2024	\$80,713.00
Total Invoice Balance:				\$80,713.00

Please note that a \$25 late fee will be applied to any payments that are not received by the due date indicated.



Melissa C. Morton, Owner
1125 Cypress Station Dr H-4 • Houston, TX 77090
Phone (281) 416-8571 • Fax (855) 331-3080
melissacpa@themortonassociates.com

January 19, 2024

Re: Fee Adjustment Summary

Dear Board of Directors of Harris County ESD #1:

The Morton Accounting Services is pleased to be your provider for Financial and Accounting Services. We are excited to continue the opportunity to service your growing organization. Our pride is in providing our clients with a professional service, guaranteed accuracy and the highest level of confidentiality.

Services We Will Provide

The focus of our service will continue to be on compiling monthly and annual financial reports necessary for your board members to have a clear picture of your organization's financial standing. The financial reports consist of a Financial Highlight Summary, a Balance Sheet, an Income Statement Budget to Actual, an Investment Report and a Capital Projects Report.

We are proud of the quality of work we perform and of our commitment to each client's business success. We believe that well-conducted accounting services and financial report preparation, performed by professionals who use quality-oriented methods, integrated with an intelligent business plan, can become vital tools in helping you manage your organization for success.

The specific services we will provide will remain unchanged based upon our prior engagement letter. We will continue to monitor the account balances and ensure funds are located in the best accounts based on our current financial needs. We will also continue to provide quarterly investment reporting to the financial statement packet.

Fee Summary

The monthly fee is based upon the hours required to process all required financial statements on an annual basis as well as the annual audit. Monthly services will be billed at a fixed rate of \$4,675 per month for the previously stated services and including the role of Investment Officer. If there are any services that are required outside the scope of our agreed upon services, those services will be billed at a rate of \$160 per hour. Our fee will increase 4% annually effective at the beginning of the entity's next fiscal year.

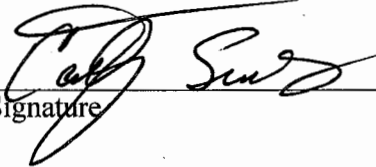
In summary, we are eager and excited to continue our work with you! Please feel free to contact us with any additional questions about the quoted fee summary or if there is any information that needs to be taken into consideration with the above stated quote.

Sincerely yours,

The Morton Accounting Services

The Morton Accounting Services
Certified Public Accountants
Houston, Texas

This letter correctly sets forth the understanding of Harris County Emergency Services District #1.



Signature

President

Title

1/30/24

Date

APPROVED
Harris County ESD #1
Board of Commissioners

JAN 30 2024

President: 

Secretary: 



Carr, Riggs & Ingram, LLC
Two Riverway, 15th Floor
Houston, TX 77056

(713) 621-8090
(713) 621-6907 (fax)
www.cricpa.com

January 23, 2024

To Board of Commissioners
Harris County Emergency Services District #1
2800 Aldine Bender Road
Houston, Texas 77032

We are pleased to confirm our understanding of the services we are to provide Harris County Emergency Services District #1 (the District) for the year ended December 31, 2023.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, major fund, and the disclosures, which collectively comprise the basic financial statements of the District as of and for the year ended December 31, 2023. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Schedule of Revenue, Expenditures and Changes in Fund Balance – Budget to Actual - General Fund

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditors' report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Auditors' Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

Our audit of the financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

According to GAAS, significant risks include management override of controls, and GAAS presumes that revenue recognition is a significant risk. Accordingly, we have considered these as significant risks.

It is possible that modifications may be made to this list as planning and our audit is completed, in which case we will communicate the modifications to those charged with governance, in writing.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Other Services

We will prepare the financial statements of the District in conformity with accounting principles generally accepted in the United States of America based on information provided by you. We will also assist the District with recording certain journal entries to adjust tax receivables and allowances in conformity with U.S. generally accepted accounting principles based on information provided by you.

We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services and adjustments of tax receivables and allowances previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statement preparation services, adjustments of tax receivables and allowances, and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America with the oversight of those charged with governance.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

Dispute Resolution

In the event of a dispute between the parties which arises out of or relates to this contract or engagement letter, the breach thereof or the services provided or to be provided hereunder, if the dispute cannot be settled through negotiation, the parties agree that before initiating arbitration, litigation or other dispute resolution procedure, they will first try, in good faith, to resolve the dispute through non-binding mediation. All parties agree that an alternative form of dispute resolution shall not be undertaken by either party until the expiration of fifteen (15) calendar days following notice being provided to the other party indicating that the dispute cannot be settled through mediation. The mediation will be administered by the American Arbitration Association under its *Dispute Resolution Rules for Professional Accounting and Related Services Disputes*. The costs of any mediation proceedings shall be shared equally by all parties.

Governing Law; Venue

This agreement and performance hereunder shall be governed by the laws of the State of Alabama, without reference to any conflict of laws rules or principles. Any action or proceeding arising out of or in any way relating to this agreement must be brought in a state court having jurisdiction in Coffee County, Alabama, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding and agrees to waive any defenses or objections to venue and jurisdiction within Coffee County, Alabama, including *forum non conveniens*.

Statute of Limitations

The parties agree that there shall be a one-year statute of limitation (from the delivery of the service or termination of the contract) for the filing of any requests for arbitration, lawsuit, or proceeding related to this agreement. If such a claim is filed more than one year, or the minimum durational period having been determined as permissible by applicable statutory law or by a court of competent jurisdiction, subsequent to the delivery of the service or termination of the contract, whichever occurs first in time, then it shall be precluded by this provision, regardless of whether or not the claim has accrued at that time.

Disclosure

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account including service providers located outside of the United States. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures

in place to prevent the unauthorized release of your confidential information to others. Furthermore, we will remain responsible for the work provided by any such third-party service providers. By signing this letter, you consent to allow us to disclose your financial information, if applicable, or other information to our service providers located abroad. If you want to limit the amount of information that may be disclosed to any third-party service provider, please notify us in writing as an attachment to this letter.

Electronic Data Communication and Storage and Use of Third Party Service Provider

In the interest of facilitating our services to your government unit, we may send data over the Internet, securely store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to your government unit may be transmitted or stored using these methods. We may use third-party service providers to store or transmit this data, such as, but not limited to, providers of tax return preparation software. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. We also require our third-party vendors to do the same.

You recognize and accept that we have no control over, and shall not be responsible for, the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

To enhance our services to you, we will use a combination of remote access, secure file transfer, virtual private network or other collaborative, virtual workspace or other online tools or environments. Access through any combination of these tools allows for on-demand and/or real-time collaboration across geographic boundaries and time zones and allows CRI and you to share data, engagement information, knowledge, and deliverables in a protected environment. In order to use certain of these tools and in addition to execution of this acknowledgement and engagement letter, you may be required to execute a separate client acknowledgement or agreement and agree to be bound by the terms, conditions and limitations of such agreement. You agree that CRI has no responsibility for the activities of its third-party vendors supplying these tools and agree to indemnify and hold CRI harmless with respect to any and all claims arising from or related to the operation of these tools. While we may back up your files to facilitate our services, you are solely responsible for the backup of your files and records; therefore, we recommend that you also maintain your own backup files of these records. In the event you suffer a loss of any files or records due to accident, inadvertent mistake, or Act of God, copies of which you have provided to us pursuant to this agreement, we shall not be responsible or obligated to provide you a copy of any such file or record which we may retain in our possession.

Engagement Administration, Fees, and Other

We understand that your consultants will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

Alyssa Hill is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. To ensure that Carr, Riggs & Ingram, LLC's independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel. We expect to begin our audit on approximately March 4, 2024.

Our fee for services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, excluding expenses, will not exceed \$21,800. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 90 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

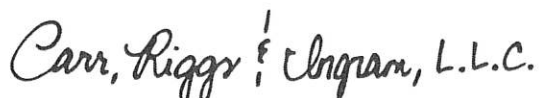
Carr, Riggs & Ingram, LLC reserves the right to assess finance charges on past due balances up to the maximum amount allowed under State law. If we must place your account with a collection agency or attorney because you are seriously overdue, you agree to pay their reasonable fees and expenses. If for any reason you are unable to pay your account balance in a timely fashion, we urge you to call our Accounts Receivable department to make alternate arrangements.

Reporting

We will issue a written report upon completion of our audit of the District's financial statements. Our report will be addressed to the Board of Commissioners of Harris County Emergency Services District #1. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditors' report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

We appreciate the opportunity to be of service to [Name of Governmental Unit] and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign below and return this signed letter to us.

Very truly yours,

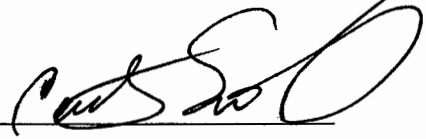
A handwritten signature in black ink that reads "Carr, Riggs & Ingram, L.L.C." with a stylized flourish above the ampersand.

Carr, Riggs & Ingram, L.L.C.
Houston, Texas

RESPONSE:

This letter correctly sets forth the understanding of Harris County Emergency Services District #1.

Governance signature: _____



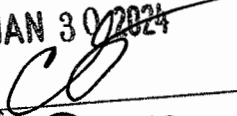
Title: President HCESD1

Date: 1/30/24


APPROVED
Harris County ESD #1
Board of Commissioners

JAN 30 2024

President: _____



Secretary: _____



Portfolio of Coverage

Epecially Designed For:

HARRIS COUNTY ESD #1
2800 ALDINE BENDER ROAD
HOUSTON, TX 77032-0000



Underwritten by
National Union Fire Insurance Company of Pittsburgh, PA.



National Union Fire Insurance Company of Pittsburgh, PA.

RISK CONTROL POLICYHOLDER NOTICE

Dear VFIS Client,

Safety and health is a major concern in emergency service organizations today. These issues are important because of the major impact that accidents can have on an organization. Morale can often be affected as well as an organization's finances. Insurance rarely covers all the expenses associated with accidents. There are often hidden costs that the organization must bear such as time spent reporting, documenting and investigating the accident, time spent training the replacement staff and time to replace the vehicles and equipment.

Risk Control Guidelines Provided by VFIS

As a valuable service to you, VFIS provides risk control guidelines and programs to your organization in an effort to help you prevent and/or reduce the impact of accidents. Implementing VFIS risk control measures could benefit your organization by reducing or eliminating the hidden costs of accidents while helping your organization to continue to serve your community.

VFIS provides a number of programs and services to help you in your risk control effort. While most of these services are available to our clients at no additional cost, some may require a fee based on the scope of the service requested. Some of the services and programs that we provide to our clients include:

- On-site risk control consultations
- Recommendations to control identifiable hazards
- Loss experience analysis
- Consultation on specific risk control-related problems
- Sample standard operating guidelines for vehicle operations
- Accident investigation procedures and forms
- Health and Safety Audit of NFPA 1500

Risk Control Publications

VFIS has many resources that you can access at no charge on our Web site. These include Communiqués, which are a one-page fact sheet, that presents a specific hazard and provides procedures for controlling the hazard. VFIS also provides numerous training programs that you can access through the Client Education and Training Resource Catalog. Please visit www.vfis.com to view and order these resources.

Inquire About Our Risk Control Services

If you would like information about some of the above services and publications, please call VFIS Client Risk Solutions at (800) 233-1957.

National Union Fire Insurance Company of Pittsburgh, Pa.

(a capital stock company)

Administrative Office: 1271 Ave of the Americas, FL 37 | New York, NY 10020 | 212.458.5000



Administered by:

VFIS | 183 Leader Heights Road | York, PA 17402
800.233.1957 | vfis.com

COMMON POLICY DECLARATIONS

Named Insured and Mailing Address:
HARRIS COUNTY ESD #1
2800 ALDINE BENDER ROAD
HOUSTON, TX 77032-0000

APPROVED
Harris County ESD #1
Board of Commissioners

JAN 30 2024

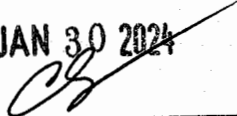
Policy Number:

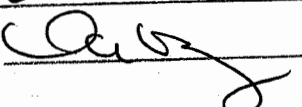
VFNU-TR-0001761-04/000

Policy Period:

From 01-01-2024

To 01-01-2025

President: 

Secretary: 

12:01 AM Standard Time at your mailing address shown above.

Type of Entity: CORPORATION

Business Description: EMERGENCY SERVICE ORGANIZATION

This policy consists of the following coverage parts:

	<u>Premium</u>
Property	\$77,409.00
Crime	\$348.00
Portable Equipment	Not Covered
Auto	\$250.00
General Liability	\$1,091.00
Management Liability	\$365.00
Excess Liability	\$1,250.00
Taxes / Fees / Surcharges: _____	
Estimated Total Premium: <u>\$80,713.00</u>	

The policy premium is payable on the dates and in the amounts shown below:
See Installment Schedule.

Named Insured:
HARRIS COUNTY ESD #1

Policy Number:
VFNU-TR-0001761-04/000

Policy Period: From 01-01-2024
To 01-01-2025

COMMON FORMS

See Schedule of Forms and Endorsements.

In return for payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in the policy. The policy consists of the coverage parts where a premium is shown on page 1 of these Common Policy Declarations. In addition to any common forms, each coverage part consists of a Coverage Part Declarations and any coverage forms and endorsements listed on the Coverage Part Declarations or elsewhere in the policy.

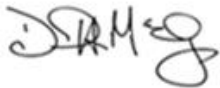


Authorized representative (countersignature, where required)

12-19-2023

Date

The Company has caused this policy to be signed by its President and Secretary



President



Secretary

Policy Number
VFNU-TR-0001761-04/000

SCHEDULE OF FORMS AND ENDORSEMENTS

Named Insured HARRIS COUNTY ESD #1

Effective Date: 01-01-24

12:01 A.M., Standard Time

Agency Name VFIS

COMMON POLICY FORMS AND ENDORSEMENTS

89644	06-13	ECONOMIC SANCTIONS ENDORSEMENT
VCO300	01-20	COMMON POLICY CONDITIONS
CG 21 70	01-15	CAP ON LOSSES FROM CERTIFIED ACTS OF TER
IL 00 21	09-08	NUCLEAR ENERGY LIABILITY EXCLUSION ENDT
IL 09 52	01-15	CAP ON LOSSES FROM CERT ACTS/TERRORISM
VCOTX1	01-20	TX CHANGES - CANCELLATION AND NONRENEWAL
VCOTX3	01-20	TX CHANGES-CANCELLATION AND NONRENEWAL

PROPERTY FORMS AND ENDORSEMENTS

VPR101	11-23	EMERGENCY SERVICE ORGANIZATION PROPERTY
VPR319	01-20	CRISIS INCIDENT RESPONSE COVERAGE
VPRTX1	01-20	TEXAS CHANGES

CRIME FORMS AND ENDORSEMENTS

VCR106	11-23	PUBLIC EMPLOYEE DISHONESTY COVERAGE FORM
VCR108	01-20	FORGERY AND ALTERATION COVERAGE FORM
VCR300	01-20	CRIME GENERAL PROVISIONS
VCRTX1	01-20	TEXAS CHANGES
VCR109	01-20	ADDITIONAL COVERAGES COMPUTER AND FUNDS
VCR110	01-20	IDENTITY FRAUD EXPENSE COVERAGE FORM
VCR301	01-20	FAITHFUL PERFORMANCE OF DUTY

AUTOMOBILE FORMS AND ENDORSEMENTS

AU1003	01-20	AUTO LIABILITY EXTENSION ENDORSEMENT
AU1005	01-20	WAIVER OF GOVERNMENTAL OR CHARITABLE IMM
AU1006	01-20	CARE, CUSTODY OR CONTROL EXCLUSION ENDOR
AU1007	01-20	COMMANDEERED AUTO DEFINITION ENDORSEMENT
AU1034	11-23	CLAIM-FREE DEDUCTIBLE WAIVER - AUTO PHYS
CA 00 01	10-13	BUSINESS AUTO COVERAGE FORM
CA 01 96	10-13	TEXAS CHANGES
AU1019	01-20	AMENDMENT - BODILY INJURY TO VOLUNTEERS
CA 20 18	10-13	PROFESSIONAL SERVICES NOT COVERED
CA 28 04	09-22	TEXAS ABUSE OR MOLESTATION EXCLUSION FOR
CA 99 48	10-13	POLLUTION LIAB BROAD COV FOR COV AUTO

GENERAL LIABILITY FORMS AND ENDORSEMENTS

VGL101	11-23	EMERGENCY SERVICE ORGANIZATION GENERAL L
VGL212	01-20	EXCLUSION ELECTRONIC INFORMATION SECURIT
VGL312	01-20	AMENDMENT - LIMITS OF INSURANCE
VGLTX1	11-23	TEXAS CHANGES
VGLTX2	01-20	AMENDMENT OF EMPLOYER'S LIABILITY EXCL

MANAGEMENT LIABILITY FORMS AND ENDORSEMENTS

VML101	11-23	EMERGENCY SERVICE ORGANIZATION MANAGEMEN
VML304	01-20	AMENDMENT - LIMITS OF INSURANCE
VML306	01-20	CYBER LIABILITY AND PRIVACY CRISIS MANAG
VML309	01-20	CYBER LIABILITY AND PRIVACY CRISIS MANAG
VML310	11-23	AMENDATORY ENDORSEMENT MANAGEMENT LIABIL
VMLTX1	01-20	TEXAS CHANGES

EXCESS FORMS AND ENDORSEMENTS

CX0001	04-13	COMMERCIAL EXCESS LIABILITY COVRG FORM
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Policy Number
VFNU-TR-0001761-04/000

SCHEDULE OF FORMS AND ENDORSEMENTS

Named Insured HARRIS COUNTY ESD #1

Effective Date: 01-01-24

12:01 A.M., Standard Time

Agency Name VFIS

CX0213	11-13	TX CHANGES - CANCELLATION AND NONRENEWAL
CX2101	09-08	NUCLEAR ENERGY LIABILITY EXCLUSION ENDO
CX2113	04-13	EXCLUSION - FUNGI OR BACTERIA
CX2700	12-19	UNDERLYING CLAIMS-MADE COVERAGE
CXE0112	01-20	PER LOCATION AGGREGATE LIMIT OF INSURANC
CXE0172	01-20	FIREWORKS OR PYROTECHNICS EXCLUSION
CXE0279	01-20	SUBLIMITED COVERAGES ENDORSEMENT
CXE0286	01-20	ERISA EXCLUSION
CXE0323	01-20	SPECIFIED SUBLIMITED COVERAGE
CXE0328	01-20	PRODUCTS-COMPLETED OPERATIONS AGGREGATE
CXEG0287	01-20	EMERGENCY SERVICE ORGANIZATION AMENDATOR
CXEG0324	01-20	CYBER LIABILITY COVERAGE SUBLIMIT
CXEG0329	01-20	UNMANNED AIRCRAFT LIABILITY COVERAGE SUB
CX2130	01-15	CAP ON LOSSES FROM CERTFD ACTS OF TERROR

POLICYHOLDER NOTICES

118477	03-15	POLICYHOLDER NOTICE - TAXES, ASSESSMENTS
91222	09-16	POLICYHOLDER NOTICE
AGLC105774	01-22	AIG PRIVACY NOTICE

Policy Number
VFNU-TR-0001761-04/000

INSTALLMENT SCHEDULE

Named Insured HARRIS COUNTY ESD #1

Effective Date: 01-01-24
12:01 A.M., Standard Time

Agency Name VFIS

**IT IS HEREBY AGREED AND UNDERSTOOD THAT THIS POLICY IS
PAYABLE ON INSTALLMENTS AS FOLLOWS:**

	DUE	PREMIUM	SURCHARGE	REVISED INSTALLMENT TOTAL
DEPOSIT	01/01/2024	\$80,713.00		\$80,713.00

Failure to pay the Installment Premium by the Date Due shown shall constitute non-payment of premium for which we may cancel this policy.

ENDORSEMENT

This endorsement, effective 12:01 A.M. forms a part of

policy No. VFNU-TR-0001761-04/000

issued to HARRIS COUNTY ESD #1

By AMERICAN INTERNATIONAL GROUP, INC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ECONOMIC SANCTIONS ENDORSEMENT

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

The Insurer shall not be deemed to provide cover and the Insurer shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

AUTHORIZED REPRESENTATIVE

COMMON POLICY CONDITIONS

All coverage parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.
7. If this Condition conflicts with your state's requirements regarding cancellation or non-renewal, the provisions of any state-specific form attached to this policy will supersede this Condition to the extent of such conflict.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination of Your Books and Records

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

D. Inspections and Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations on our behalf.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Liberalization

If we revise any coverage included in this policy, and if such revision does not require a premium charge, your policy will automatically provide the additional coverage as of the date the revision is effective in your state.

F. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

G. Titles

Throughout this policy, titles are intended for ease of reference only. They do not extend or restrict any coverage beyond what is specifically stated in the policy had no titles been used.

H. Transfer of Your Rights and Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
HOSPICE AND HOME HEALTH CARE LIABILITY COVERAGE PART
HOSPICE AND HOME HEALTH CARE NOT FOR PROFIT ORGANIZATION DIRECTORS AND OFFICERS
LIABILITY POLICY
LIABILITY COVERAGE PART
MANAGEMENT LIABILITY COVERAGE PART
PUBLIC OFFICIALS AND MANAGEMENT LIABILITY COVERAGE PART
EDUCATORS LEGAL LIABILITY COVERAGE PART
HEALTHCARE PROFESSIONAL LIABILITY AND HEALTHCARE GENERAL LIABILITY
RELIGIOUS ORGANIZATION MANAGEMENT LIABILITY COVERAGE PART
RELIGIOUS ORGANIZATION MANAGEMENT LIABILITY COVERAGE PART (CLAIMS MADE)

- A.** If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance 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.
- "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such 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; and
 2. 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.
- B.** The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 FARM COVERAGE PART
 LIQUOR LIABILITY COVERAGE PART
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
 OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
 RAILROAD PROTECTIVE LIABILITY COVERAGE PART
 UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:
 - A. Under any Liability Coverage, to "bodily injury" or "property damage":
 - (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
 - B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
 - C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:
 - (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
 - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
 - (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.
2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a)** Any "nuclear reactor";
- (b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 EQUIPMENT BREAKDOWN COVERAGE PART
 FARM COVERAGE PART
 STANDARD PROPERTY POLICY
 INLAND MARINE COVERAGE PART
 PROPERTY COVERAGE PART
 PORTABLE EQUIPMENT COVERAGE PART

A. Cap On Certified Terrorism Losses

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such 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; and
2. 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.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance 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.

B. Application Of Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CRIME COVERAGE PART
GENERAL LIABILITY COVERAGE PART
INLAND MARINE COVERAGE PART
MANAGEMENT LIABILITY COVERAGE PART
PORTABLE EQUIPMENT COVERAGE PART
PROPERTY COVERAGE PART

A. Paragraph **2.** of the **Cancellation** Common Policy Condition is replaced by the following:

2. We may cancel this policy:

- a. By mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least 10 days before the effective date of cancellation.
- b. For the following reasons, if this policy does not provide coverage to a governmental unit, as defined under 28 TEX. ADMIN. CODE, Section 5.7001 or on one- and two-family dwellings:
 - (1) If this policy has been in effect for 60 days or less, we may cancel for any reason except that, under the provisions of the Texas Insurance Code, we may not cancel this policy solely because the policyholder is an elected official.
 - (2) If this policy has been in effect for more than 60 days, or if it is a renewal or continuation of a policy issued by us, we may cancel only for one or more of the following reasons:
 - (a) Fraud in obtaining coverage;
 - (b) Failure to pay premiums when due;
 - (c) An increase in hazard within the control of the insured which would produce an increase in rate;
 - (d) Loss of our reinsurance covering all or part of the risk covered by the policy; or
 - (e) If we have been placed in supervision, conservatorship or receivership and the cancellation is approved or directed by the supervisor, conservator or receiver.
- c. For the following reasons, if this policy provides coverage to a governmental unit, as defined under 28 TEX. ADMIN. CODE, Section 5.7001 or on one- and two-family dwellings:
 - (1) If this policy has been in effect for less than 90 days, we may cancel coverage for any reason.
 - (2) If this policy has been in effect for 90 days or more, or if it is a renewal or continuation of a policy issued by us, we may cancel coverage, only for the following reasons:
 - (a) If the first Named Insured does not pay the premium or any portion of the premium when due;
 - (b) If the Texas Department of Insurance determines that continuation of this policy would result in violation of the Texas Insurance Code or any other law governing the business of insurance in Texas;
 - (c) If the Named Insured submits a fraudulent claim; or
 - (d) If there is an increase in the hazard within the control of the Named Insured which would produce an increase in rate.

B. The following condition is added and supersedes any provision to the contrary:

NONRENEWAL

1. We may elect not to renew this policy except that, under the provisions of the Texas Insurance Code, we may not refuse to renew this policy solely because the policyholder is an elected official.
2. If we elect not to renew this policy, we may do so by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal, stating the reason for nonrenewal, at least 60 days before the expiration date. If notice is mailed or delivered less than 60 days before the expiration date, this policy will remain in effect until the 61st day after the date on which the notice is mailed or delivered. Earned premium for any period of coverage that extends beyond the expiration date will be computed pro rata based on the previous year's premium.
3. If notice is mailed, proof of mailing will be sufficient proof of notice.
4. The transfer of a policyholder between admitted companies within the same insurance group is not considered a refusal to renew.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. Paragraphs **2.** and **5.** of the **Cancellation** Common Policy Condition are replaced by the following:

2. We may cancel this policy:

- a. By mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least 10 days before the effective date of cancellation.
- b. For the following reasons, if this policy does not provide coverage to a governmental unit, as defined under 28 TEX. ADMIN. CODE, Section 5.7001:
 - (1) If this policy has been in effect for 60 days or less, we may cancel for any reason except that, under the provisions of the Texas Insurance Code, we may not cancel this policy solely because the policyholder is an elected official.
 - (2) If this policy has been in effect for more than 60 days, or if it is a renewal or continuation of a policy issued by us, we may cancel only for one or more of the following reasons:
 - (a) Fraud in obtaining coverage;
 - (b) Failure to pay premiums when due;
 - (c) An increase in hazard within the control of the insured which would produce an increase in rate;
 - (d) Loss of reinsurance covering all or part of the risk covered by the policy; or
 - (e) If we have been placed in supervision, conservatorship or receivership and the cancellation is approved or directed by the supervisor, conservator or receiver.
- c. For the following reasons, if this policy provides coverage to a governmental unit, as defined under 28 TEX. ADMIN. CODE, Section 5.7001:
 - (1) If this policy has been in effect for less than 90 days, we may cancel coverage for any reason.
 - (2) If this policy has been in effect for 90 days or more, or if it is a renewal or continuation of a policy issued by us, we may cancel coverage, only for the following reasons:
 - (a) If the first Named Insured does not pay the premium or any portion of the premium when due;
 - (b) If the Texas Department of Insurance determines that continuation of this policy would result in violation of the Texas Insurance Code or any other law governing the business of insurance in Texas;
 - (c) If the Named Insured submits a fraudulent claim; or
 - (d) If there is an increase in the hazard within the control of the Named Insured which would produce an increase in rate.

5. If this policy is canceled, we will send the first Named Insured any premium refund due. The refund will be pro rata, subject to the policy minimum premium. The cancellation will be effective even if we have not made or offered a refund.

B. The following condition is added:

NONRENEWAL

1. We may elect to renew this policy except that, under the provisions of the Texas Insurance Code, we may not refuse to renew this policy solely because the policyholder is an elected official.
2. If we elect not to renew this policy, we may do so by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal, stating the reason for nonrenewal, at least 60 days before the expiration date. If notice is mailed or delivered less than 60 days before the expiration date, this policy will remain in effect until the 61st day after the date on which the notice is mailed or delivered. Earned premium for any period of coverage that extends beyond the expiration date will be computed pro rata based on the previous year's premium.

Named Insured: HARRIS COUNTY ESD #1
 Policy Number: VFNU-TR-0001761-04/000
 Policy Period: From 01/01/2024 To 01/01/2025

PROPERTY COVERAGE PART DECLARATIONS

Property Schedule Summary

Premises Number	Item Number	Address	Occupancy	Real Property Limit	Personal Property Limit
001	001	2800 ALDINE BENDER HOUSTON TX 77032	OFFICE/MAINT/DISPATCH	\$9,963,182	Not Covered
002	001	1620 ISOM RD HOUSTON TX 77032	WATER WELL WITH SHED	\$13,686	Not Covered
002	002	1620 ISOM RD HOUSTON TX 77037	AMBULANCE/RESCUE BUILDING	\$2,670,904	Not Covered
003	001	6310 ALDINE BENDER HUMBLE TX 77396	AMBULANCE/RESCUE BUILDING	\$4,094,505	Not Covered
003	002	6310 ALDINE BENDER HUMBLE TX 77396	TOWER/ANTENNA	\$233,972	Not Covered
004	001	7710 FALLBROOK HOUSTON TX 77086	AMBULANCE/RESCUE BUILDING	\$362,672	Not Covered
005	001	10512 AIRLINE DR HOUSTON TX 77037	AMBULANCE/RESCUE BUILDING	\$1,012,741	Not Covered
006	001	15600 WOODLAND HILLS DR HOUSTON TX 77032	AMBULANCE/RESCUE BUILDING	\$2,812,160	Not Covered

Estimated Coverage Part Premium: \$	77,409.00
Taxes, Fees and Surcharges \$	
Total Premium: \$	77,409.00

Named Insured: HARRIS COUNTY ESD #1
 Policy Number: VFNU-TR-0001761-04/000
 Policy Period: From 01/01/2024 To 01/01/2025

PROPERTY COVERAGE PART DECLARATIONS

Schedule of Property Coverage

Premises #: 1 Item #: 1

Address:
 2800 ALDINE BENDER
 HOUSTON, TX 77032

Occupancy:
 OFFICE/MAINT/DISPATCH

<u>Coverages</u>	<u>Limit of Insurance</u>	<u>Inflation Guard</u>
A. Real Property	\$9,963,182	4%
B. Personal Property	Not Covered	
C. Loss of Income	24 Months Actual Loss Sustained	
D. Extra Expense	24 Months Actual Loss Sustained	
Mine Subsidence	Not Covered	

<u>Coverage Details</u>	<u>Valuation Method</u>	<u>Coinsurance</u>
Real Property	GRC Guaranteed Replacement Cost	N/A
Personal Property		

<u>Deductible Details</u>		
Policy Deductible	5,000	Per Occurrence
Earthquake Deductible	498,159	Per Item
Flood Deductible	1,000	Per Premises
Mine Subsidence Deductible		Per Premises

Named Insured: HARRIS COUNTY ESD #1
 Policy Number: VFNU-TR-0001761-04/000
 Policy Period: From 01/01/2024 To 01/01/2025

PROPERTY COVERAGE PART DECLARATIONS

Schedule of Property Coverage

Premises #: 2 Item #: 1

Address:
 1620 ISOM RD
 HOUSTON, TX 77032

Occupancy:
 WATER WELL WITH SHED

<u>Coverages</u>	<u>Limit of Insurance</u>	<u>Inflation Guard</u>
A. Real Property	\$13,686	4%
B. Personal Property	Not Covered	
C. Loss of Income	24 Months Actual Loss Sustained	
D. Extra Expense	24 Months Actual Loss Sustained	
Mine Subsidence	Not Covered	

<u>Coverage Details</u>	<u>Valuation Method</u>	<u>Coinsurance</u>
Real Property	RC Replacement Cost	80%
Personal Property		

<u>Deductible Details</u>		
Policy Deductible	5,000	Per Occurrence
Earthquake Deductible	684	Per Item
Flood Deductible	1,000	Per Premises
Mine Subsidence Deductible		Per Premises

Named Insured: HARRIS COUNTY ESD #1
 Policy Number: VFNU-TR-0001761-04/000
 Policy Period: From 01/01/2024 To 01/01/2025

PROPERTY COVERAGE PART DECLARATIONS

Schedule of Property Coverage

Premises #: 2 Item #: 2

Address:
 1620 ISOM RD
 HOUSTON, TX 77037

Occupancy:
 AMBULANCE/RESCUE BUILDING

<u>Coverages</u>	<u>Limit of Insurance</u>	<u>Inflation Guard</u>
A. Real Property	\$2,670,904	4%
B. Personal Property	Not Covered	
C. Loss of Income	24 Months Actual Loss Sustained	
D. Extra Expense	24 Months Actual Loss Sustained	
Mine Subsidence	Not Covered	

<u>Coverage Details</u>	<u>Valuation Method</u>	<u>Coinsurance</u>
Real Property	GRC Guaranteed Replacement Cost	N/A
Personal Property		

<u>Deductible Details</u>		
Policy Deductible	5,000	Per Occurrence
Earthquake Deductible	133,545	Per Item
Flood Deductible	1,000	Per Premises
Mine Subsidence Deductible		Per Premises

Named Insured: HARRIS COUNTY ESD #1
 Policy Number: VFNU-TR-0001761-04/000
 Policy Period: From 01/01/2024 To 01/01/2025

PROPERTY COVERAGE PART DECLARATIONS

Schedule of Property Coverage

Premises #: 3 Item #: 1

Address:
 6310 ALDINE BENDER
 HUMBLE, TX 77396

Occupancy:
 AMBULANCE/RESCUE BUILDING

<u>Coverages</u>	<u>Limit of Insurance</u>	<u>Inflation Guard</u>
A. Real Property	\$4,094,505	4%
B. Personal Property	Not Covered	
C. Loss of Income	24 Months Actual Loss Sustained	
D. Extra Expense	24 Months Actual Loss Sustained	
Mine Subsidence	Not Covered	

<u>Coverage Details</u>	<u>Valuation Method</u>	<u>Coinsurance</u>
Real Property	GRC Guaranteed Replacement Cost	N/A
Personal Property		

<u>Deductible Details</u>		
Policy Deductible	5,000	Per Occurrence
Earthquake Deductible	204,725	Per Item
Flood Deductible	1,000	Per Premises
Mine Subsidence Deductible		Per Premises

Named Insured: HARRIS COUNTY ESD #1
 Policy Number: VFNU-TR-0001761-04/000
 Policy Period: From 01/01/2024 To 01/01/2025

PROPERTY COVERAGE PART DECLARATIONS

Schedule of Property Coverage

Premises #: 3 Item #: 2

Address:
 6310 ALDINE BENDER
 HUMBLE, TX 77396

Occupancy:
 TOWER/ANTENNA

<u>Coverages</u>	<u>Limit of Insurance</u>	<u>Inflation Guard</u>
A. Real Property	\$233,972	4%
B. Personal Property	Not Covered	
C. Loss of Income	24 Months Actual Loss Sustained	
D. Extra Expense	24 Months Actual Loss Sustained	
Mine Subsidence	Not Covered	

<u>Coverage Details</u>	<u>Valuation Method</u>	<u>Coinsurance</u>
Real Property	GRC Guaranteed Replacement Cost	N/A
Personal Property		

<u>Deductible Details</u>		
Policy Deductible	5,000	Per Occurrence
Earthquake Deductible	11,699	Per Item
Flood Deductible	1,000	Per Premises
Mine Subsidence Deductible		Per Premises

Named Insured: HARRIS COUNTY ESD #1
 Policy Number: VFNU-TR-0001761-04/000
 Policy Period: From 01/01/2024 To 01/01/2025

PROPERTY COVERAGE PART DECLARATIONS

Schedule of Property Coverage

Premises #: 4 Item #: 1

Address:
 7710 FALLBROOK
 HOUSTON, TX 77086

Occupancy:
 AMBULANCE/RESCUE BUILDING

<u>Coverages</u>	<u>Limit of Insurance</u>	<u>Inflation Guard</u>
A. Real Property	\$362,672	4%
B. Personal Property	Not Covered	
C. Loss of Income	24 Months Actual Loss Sustained	
D. Extra Expense	24 Months Actual Loss Sustained	
Mine Subsidence	Not Covered	

<u>Coverage Details</u>	<u>Valuation Method</u>	<u>Coinsurance</u>
Real Property	GRC Guaranteed Replacement Cost	N/A
Personal Property		

<u>Deductible Details</u>		
Policy Deductible	5,000	Per Occurrence
Earthquake Deductible	18,134	Per Item
Flood Deductible	1,000	Per Premises
Mine Subsidence Deductible		Per Premises

Named Insured: HARRIS COUNTY ESD #1
 Policy Number: VFNU-TR-0001761-04/000
 Policy Period: From 01/01/2024 To 01/01/2025

PROPERTY COVERAGE PART DECLARATIONS

Schedule of Property Coverage

Premises #: 5 Item #: 1

Address:
 10512 AIRLINE DR
 HOUSTON, TX 77037

Occupancy:
 AMBULANCE/RESCUE BUILDING

<u>Coverages</u>	<u>Limit of Insurance</u>	<u>Inflation Guard</u>
A. Real Property	\$1,012,741	4%
B. Personal Property	Not Covered	
C. Loss of Income	24 Months Actual Loss Sustained	
D. Extra Expense	24 Months Actual Loss Sustained	
Mine Subsidence	Not Covered	

<u>Coverage Details</u>	<u>Valuation Method</u>	<u>Coinsurance</u>
Real Property	GRC Guaranteed Replacement Cost	N/A
Personal Property		

<u>Deductible Details</u>		
Policy Deductible	5,000	Per Occurrence
Earthquake Deductible	50,637	Per Item
Flood Deductible	1,000	Per Premises
Mine Subsidence Deductible		Per Premises

Named Insured: HARRIS COUNTY ESD #1
 Policy Number: VFNU-TR-0001761-04/000
 Policy Period: From 01/01/2024 To 01/01/2025

PROPERTY COVERAGE PART DECLARATIONS

Schedule of Property Coverage

Premises #: 6 Item #: 1

Address:
 15600 WOODLAND HILLS DR
 HOUSTON, TX 77032

Occupancy:
 AMBULANCE/RESCUE BUILDING

<u>Coverages</u>	<u>Limit of Insurance</u>	<u>Inflation Guard</u>
A. Real Property	\$2,812,160	4%
B. Personal Property	Not Covered	
C. Loss of Income	24 Months Actual Loss Sustained	
D. Extra Expense	24 Months Actual Loss Sustained	
Mine Subsidence	Not Covered	

<u>Coverage Details</u>	<u>Valuation Method</u>	<u>Coinsurance</u>
Real Property	GRC Guaranteed Replacement Cost	N/A
Personal Property		

<u>Deductible Details</u>		
Policy Deductible	5,000	Per Occurrence
Earthquake Deductible	140,608	Per Item
Flood Deductible	1,000	Per Premises
Mine Subsidence Deductible		Per Premises

Named Insured: HARRIS COUNTY ESD #1
Policy Number: VFNU-TR-0001761-04/000
Policy Period: From 01/01/2024 To 01/01/2025

PROPERTY COVERAGE PART DECLARATIONS

Blanket Summary

The following limit applies to all coverages denoted above as "See Blanket Summary".

Coverage	Limit of Insurance
Personal Property	None

Money and Securities

Coverage	Limit of Insurance
Money and Securities	\$ 50,000

Software

Coverage	Limit of Insurance
Software	\$ 250,000

Property Forms

See Schedule of Forms and Endorsements.

EMERGENCY SERVICE ORGANIZATION PROPERTY COVERAGE FORM

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

Throughout this coverage part the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we," "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION VI. DEFINITIONS.**

SECTION I. COVERAGES

Coverage A. Real Property

We will pay for direct physical loss or damage to "real property" at a "premises" caused by or resulting from any "covered cause of loss". The most we will pay is described under **SECTION IV. WHAT WE WILL PAY.**

Coverage B. Personal Property

We will pay for direct physical loss or damage to "personal property" at a "premises" caused by or resulting from any "covered cause of loss". The most we will pay is described under **SECTION IV. WHAT WE WILL PAY.**

Coverage C. Loss of Income

We will pay for the actual "loss of income" you sustain during the "period of restoration", if your "operations" are interrupted as a result of direct physical loss or damage to "real property" or "personal property" at a "premises" caused by or resulting from any "covered cause of loss". The most we will pay is described under **SECTION IV. WHAT WE WILL PAY.**

Coverage D. Extra Expense

We will pay the necessary "extra expense" you incur during the "period of restoration", if your "operations" are interrupted as a result of direct physical loss or damage to "real property" or "personal property" at a "premises" caused by or resulting from any "covered cause of loss". The most we will pay is described under **SECTION IV. WHAT WE WILL PAY.**

SECTION II. COVERAGE EXTENSIONS

This section adds to or extends the coverage under **SECTION I. COVERAGES**. Each separately numbered provision is referred to as an extension. Except to the extent specifically stated otherwise in an extension:

1. Each extension is limited to direct physical loss or damage caused by or resulting from any "covered cause of loss";
2. The limits in each extension are in addition to the limits applicable to **SECTION I. COVERAGES**; and
3. All other applicable terms and conditions of this coverage form apply to each extension.

1. Ordinance Coverage

When either "replacement cost" or guaranteed "replacement cost" is indicated in the Declarations as applicable to Coverage A, we will pay:

- a. For loss to any undamaged portion of your "real property" caused by the enforcement of any law or ordinance that:
 - (1) Requires the demolition of parts of your "real property" not damaged by a "covered cause of loss";
 - (2) Regulates the construction or repair of buildings or establishes zoning or land use requirements at a "premises"; and
 - (3) Is in force at the time of loss.
- b. The cost to demolish and clear the site of the undamaged part of the property caused by enforcement of a building, zoning or land use ordinance or law; and
- c. The increased cost to repair, rebuild or construct the "real property" caused by the enforcement of a building, zoning or land use ordinance or law, in addition to the "replacement cost" of the "real property" suffering the loss or damage.

The total paid for any "item" under paragraph a. above shall be included within the Coverage A Limit of Insurance applicable to that "item" and shall not increase that limit. The most we will pay under paragraphs b. and c. above shall not exceed 100% of the amount paid under this coverage part for the initial direct physical loss or damage to that "item".

Under this extension, we will not pay any costs:

- (a) Due to an ordinance or law that was in effect before the loss or damage occurred, and with which you failed to comply even though you were required to do so;
- (b) Associated with "remediation expenses"; or
- (c) Due to "fungus", wet rot, dry rot or bacteria.

2. Debris Removal Expenses

We will pay your debris removal expenses if they are reported to us within 180 days after the date of direct physical loss or damage. Debris removal expense means expense you incur in removing debris of covered "real property" or covered "personal property" from a "premises" after direct physical loss or damage caused by or resulting from any "covered cause of loss". Debris removal expense does not include "remediation expenses" or any expense related to the removal of "fungus", wet rot, dry rot, bacteria or asbestos.

3. Supplementary Provisions for Coverage C. Loss of Income and Coverage D. Extra Expense

- a. Coverages C and D will apply if you have direct physical loss or damage covered under Coverage A or B to new buildings, additions or alterations to existing buildings, or associated equipment and supplies at a "premises". If a direct physical loss or damage delays the start of your "operations" at the new building, addition, or alteration, Coverages C and D will be determined from the date your "operations" would have begun if the direct physical loss or damage had not occurred.
- b. Coverages C and D will apply if your fund-raising activities are interrupted as a result of direct physical loss or damage to "real property" or "personal property" not owned by you from a "covered cause of loss" at any site used for your fund-raising activities.
- c. If property not at a "premises" is damaged by a "covered cause of loss", and as a result, a government agency prohibits you from using a "premises", Coverages C and D will apply for up to two weeks from the date that the loss occurred.
- d. The following will be disregarded in determining the amount of "loss of income":
 - (1) Donations and contributions which are a direct result of the interruption of your "operations" and are received by you during the period of interruption; and
 - (2) Proceeds from fund-raising drives or solicitations which are for your sole benefit and occur as a result of the interruption of your "operations".
- e. If a regularly scheduled fund-raising drive for your sole benefit occurs during the period of interruption, the revenue produced by such drive will not be considered as income unless the results of the drive fail, because of the interruption of your "operations", to produce an amount at least equal to the same drive in prior solicitations. If the regularly scheduled fund-raising drive is canceled or postponed, such loss of revenue will not be considered as a "loss of income".
- f. If Coverage C or D applies, we will extend Coverage C or D up to 30 consecutive days after the damaged property is repaired or replaced or to the date you could restore your "operations", with reasonable speed, to the condition that would have existed if no direct physical loss or damage occurred, whichever comes first.

4. Preservation of Property

If it is necessary to move "real property" or "personal property" from a "premises" to preserve it from direct physical loss or damage by a "covered cause of loss", we will pay for any direct physical loss or damage to that property:

- a. While it is being moved or while temporarily stored at another location; and
- b. Only if loss or damage occurs within 90 days after the property is first moved.

5. Personal Property Off Your Premises

- a. If there is a direct physical loss or damage to your covered "personal property" while it is away from your "premises", we will pay that covered loss. The most we will pay in any one occurrence is the greater of:
 - (1) The highest Limit of Insurance for Coverage B shown in the Declarations; or
 - (2) \$100,000.
- b. Any amount we pay is included in and is not in addition to the Coverage B limit shown in the Declarations, except to the extent the amount under a.(2) exceeds the Coverage B limit.

- c. This extension does not apply to any portable equipment. Portable equipment means portable firefighting, ambulance, or rescue related equipment, including portable communications equipment, commonly used in fire and rescue operations away from your "premises".

6. Newly Acquired or Under Construction Real Property and Related Personal Property

- a. "Real property" you buy, lease, rent, or construct, including temporary structures such as scaffolding, construction forms, falsework, or cribbing at the job site, will be covered under Coverage A as provided in this extension. "Personal property" you acquire in connection with the "real property" described above will be covered under Coverage B as provided in this extension.
- b. Coverage A or B applies only if your newly acquired or under construction "real property" is intended for similar use as an "item" described in the Declarations and you acquired it or began construction of it after this policy period began.
- c. The most we will pay under this extension is:
 - (1) \$2,500,000 in any one occurrence under Coverage A; and
 - (2) \$500,000 in any one occurrence under Coverage B.
- d. In addition to the limit available for "real property" under construction, we will also pay up to \$10,000 for loss or damage to construction materials and equipment that will become a permanent part of the project, while such property is held temporarily away from the construction site, or while in transit or awaiting delivery to the construction site. This property may be your property or, at your option, the property of others for which you are responsible.
- e. You agree to notify us as soon as possible of the value of:
 - (1) Your newly acquired or under construction "real property" and to pay additional premium from the date you acquired or began construction of it; and
 - (2) "Personal property" at the site of newly acquired or under construction "real property" and to pay additional premium from the date you place such "personal property" at the site of newly acquired or under construction "real property".

Coverage provided under this extension will cease at the later of 90 days after you acquire the property or begin construction, or the end of the policy period. However, coverage will cease when this coverage part is cancelled or nonrenewed.

7. Trees, Shrubs, Plants and Lawns

We will pay for direct physical loss or damage to trees, shrubs, plants, and lawns at a "premises" on a replacement cost basis, only if they are damaged or destroyed by fire, lightning, explosion, riot or civil commotion, aircraft, "vehicles", or vandalism and malicious mischief. Replacement of trees, shrubs or plants shall be with trees, shrubs or plants of comparable size and kind, but shall not exceed the cost of replacing them with the largest commonly available transplantable like species of tree, shrub or plant that is usually available or listed in catalogs by nurseries or suppliers for the region in which the covered loss occurred and which can be legally transported on public roads without special permits. The costs of removing the existing tree, shrub or plant and associated cleanup is also included. Diminution of "real property" or "personal property" values resulting from the loss of trees shall not be recoverable as part of the loss settlement.

8. Personal Effects

- a. At your request, we will pay for direct physical loss or damage to "personal effects" caused by or resulting from any "covered cause of loss", provided the "personal effects" are at a "premises".
- b. The most we will pay under this extension in any one occurrence is:
 - (1) The actual "replacement cost" for the "personal effects" of any of your volunteers, "employees", directors, officers, or trustees; or
 - (2) For all other persons, \$1,500 for the "personal effects" of any one person.
- c. This coverage is primary and will apply regardless of any other insurance coverage which may be available to the owner of the "personal effects".
- d. No deductible applies to this extension.

9. Pollution Remediation Expenses

- a. We will pay "remediation expenses" you incur as a result of the actual, alleged, or threatened presence of "pollution conditions" on or from a "premises" described in the policy declarations, but only if the "pollution conditions" result from a "covered cause of loss" occurring during the policy period. However, we will not pay for any expense related to the removal of "fungus", wet rot, dry rot, bacteria or asbestos.
 - (1) You must notify us within 180 days after the date of the "covered cause of loss".
 - (2) The most we will pay under paragraph a. of this extension in any policy period is \$25,000.
- b. We will pay "remediation expenses" you incur as a result of the actual, alleged, or threatened presence of "pollution conditions" on or from a "premises" described in the policy declarations, but only if the "pollution conditions" result from a "specified cause of loss" occurring during the policy period. However, we will not pay for any expense related to the removal of "fungus", wet rot, dry rot, bacteria or asbestos.
 - (1) You must notify us within 180 days after the date of the "specified cause of loss".
 - (2) Subject to paragraph a. (2) the most we will pay under paragraph a. and paragraph b. of this extension in any policy period is \$150,000.

10. Sirens and Antennas

Your "real property", "loss of income" and "extra expense" coverages are extended to include sirens, antennas, towers and similar structures and their associated equipment and structures located away from your "premises". However, this extension applies only to sirens, antennas, towers and similar structures associated with a "premises".

11. Commandeered Property

- a. At your request, we will pay for direct physical loss or damage to commandeered property caused by or resulting from any "covered cause of loss". Commandeered property means the following property belonging to someone else:
 - (1) "Real property";
 - (2) "Personal property";
 - (3) "Watercraft";
 - (4) All-terrain vehicles;

- (5) Snowmobiles;
- (6) Golf carts;
- (7) Aircraft or its parts, accessories and equipment; and
- (8) Animals;

that you commandeer, seize, borrow or take over for official use to manage an "emergency situation".

- b. Coverage for direct physical loss or damage to commandeered property applies only for the time you officially use the commandeered property to manage an "emergency situation" plus the reasonable time necessary to return the property. This extension will not apply to direct physical loss or damage occurring after the policy period.
- c. At your request, if there is direct physical loss or damage to commandeered property during the policy period that is payable under this extension, we will also pay any resulting loss of use of commandeered property arising during:
 - (1) The time subsequent to the direct physical loss or damage during which you officially use or retain the commandeered property to manage an "emergency situation" plus the reasonable time necessary to return the property; and
 - (2) The time after return of the commandeered property reasonably necessary to repair or replace the commandeered property, not to exceed 180 days.

These times may extend beyond the policy period stated in the Declarations so long as the direct physical loss or damage to the commandeered property occurred during the policy period stated in the Declarations.

- d. The most we will pay under this extension in any one occurrence is the "replacement cost" of the commandeered property, plus loss of use covered by this extension.
- e. No deductible will apply to commandeered property belonging to a volunteer, "employee", director, officer or trustee.

12. Software

- a. We will pay the following when caused by or resulting from any "covered cause of loss", or from a "computer virus", or from mechanical breakdown of "hardware":
 - (1) The cost of restoring, researching, replacing, or reproducing "software" or the media upon which "software" is magnetically or optically recorded;
 - (2) "Loss of income" if your "operations" are interrupted because of loss or damage to "software";
 - (3) "Extra expense" if your "operations" are interrupted because of loss or damage to "software";
 - (4) The following costs incurred because of loss or damage to "software":
 - (a) Expenses you actually incur in recharging an automatic fire suppression system due to an accidental discharge, whether or not the discharge was caused by a "covered cause of loss";
 - (b) Fees payable to professional accountants or auditors;
 - (c) Costs of conducting investigations by consulting engineers or programmers; and
 - (d) Modification of "hardware" or replacement of data in order to achieve compatibility with replacement "hardware" or "software".

- b. To the extent that electronic data is not replaced or restored, we will pay the cost of replacement of the media on which the data was stored or recorded, with blank media of substantially identical type.
- c. Coverage provided under this extension is not restricted to your "premises".
- d. The most we will pay under this extension is \$250,000 in any one occurrence.

13. Valuable Papers and Records

- a. We will pay the costs you incur in restoring, researching, replacing, or reproducing your "valuable papers and records" that suffer direct physical loss or damage caused by or resulting from any "covered cause of loss".
- b. We will not pay for:
 - (1) Irreplaceable "valuable papers and records" unless they are specifically described in the Declarations or in an endorsement made a part of this coverage part, and a limit for them is shown there;
 - (2) Any cost that results directly from processing or copying the records;
 - (3) Any cost that results directly from work performed on papers or records, such as filing or binding;
 - (4) Loss or damage to computer-based records arising from loss or damage to "software", or from a "computer virus", or from mechanical breakdown of "hardware"; or
 - (5) Loss or damage to "software".
- c. Coverage provided under this extension is not restricted to your "premises".

14. Accounts Receivable

- a. We will pay for "accounts receivable costs" you incur as a result of direct physical loss or damage to your accounts receivable records caused by or resulting from any "covered cause of loss", including those arising from loss or damage to "software", or from a "computer virus", or from mechanical breakdown of "hardware".
- b. We will not pay for:
 - (1) Any loss or cost that results from mistakes made in bookkeeping, accounting, or billing;
 - (2) Any loss or cost if its existence can be shown only by an inventory count or an audit. However, if the existence of a loss can be shown by other means, you may use an inventory count or audit to support your claim for that loss;
 - (3) Any loss or cost resulting from any dishonest act or omission of either you or your volunteers or "employees", or anyone authorized to act for you. But we will cover loss that results if someone falsifies, alters or destroys your accounts receivable records in order to conceal any such action;
 - (4) Any loss arising out of bad debts; or
 - (5) Any loss arising out of aged accounts receivables greater than 180 days.
- c. If you recover any amounts after we have paid you for a loss, you have to turn the recoveries over to us until we have been repaid. If you recover more than the amount we paid you, the excess over our payment is yours. Also, you must help us collect amounts customers owe you, if we request your help.

- d. Coverage provided under this extension is not restricted to your "premises".

15. Money and Securities

- a. We will pay for loss of your "money" or your "securities" or of "money" or "securities" of others that you hold in any capacity, or for which you are responsible, resulting from theft, disappearance or destruction, provided the loss occurs:
 - (1) At your "premises";
 - (2) Away from your "premises" (whether inside or outside the "policy territory") while the "money" or "securities" are in the possession of your volunteers or "employees"; or
 - (3) Away from your "premises" while the "money" or "securities" are in the custody of a depository or an armored vehicle company.
- b. We will not pay for any loss of "money" or "securities" arising from:
 - (1) "War";
 - (2) Nuclear, Biological, Chemical Or Radiological Device And Unlawful Use, as described in **SECTION III. COVERED CAUSES OF LOSS**;
 - (3) "Government activity";
 - (4) Fraudulent, dishonest or criminal acts committed by a director, officer, trustee, volunteer or "employee" of your organization, whether acting alone or in collusion with others;
 - (5) A sale, exchange, or purchase transaction, including internet transactions; or
 - (6) Accounting, mathematical or record-keeping errors.
- c. The amount we will pay for any loss of "securities" is the market value of the "securities" at the end of the last business day before the loss was discovered. We will not pay for any "loss of income", including interest or dividends, that occurs as a result of a loss we do cover.
- d. The most we will pay for any loss of "money" or "securities" in the custody of a depository or an armored vehicle company is the portion of the loss that exceeds any amount you recover from:
 - (1) The depository or armored vehicle company;
 - (2) Insurance carried by the depository or armored vehicle company; or
 - (3) Insurance carried by any other person or organization for the benefit of users of the depository's or armored vehicle company's services.
- e. The most we will pay under this extension is \$50,000 in any one occurrence.

16. Equipment Breakdown

- a. We will pay for loss caused by or resulting from an accident to covered equipment.
Accident means direct physical loss as follows:
 - (1) Mechanical breakdown, including rupture or bursting caused by centrifugal force, but excluding the mechanical breakdown of "hardware"; and
 - (2) Explosion, rupture or bursting of steam boilers, steam pipes, steam turbines, steam engines or rotating parts of machinery that you own or lease, or that are operated under your control, but excluding loss or damage caused by a hydrostatic, pneumatic, or gas pressure test of any boiler or pressure vessel; and

- (3) Loss or damage to steam boilers, steam pipes, steam engines, steam turbines, hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment.

If an initial accident causes other accidents, all will be considered one accident. All accidents that are the result of the same event will be considered one accident.

Covered equipment means "real property" or "personal property" built to operate under vacuum or pressure, other than weight of contents, or used for the generation, transmission or utilization of energy. However, none of the following are covered equipment:

- (a) Insulating or refractory material;
 - (b) Sewer piping, underground vessels or piping, piping forming part of a "sprinkler system" or water piping other than boiler feedwater piping, boiler condensate return piping or water piping forming part of a refrigerating or air conditioning system;
 - (c) "Vehicles", excavation or construction equipment; or
 - (d) Any structure, foundation or cabinet supporting or housing covered equipment.
- b. The following coverages also apply to loss caused by or resulting from an accident to covered equipment:

(1) Expediting Expenses

With respect to damaged "real property" or "personal property", we will pay the reasonable extra costs to:

- (a) Make temporary repairs; and
- (b) Expedite permanent repairs or replacement.

(2) Perishable Goods

We will pay the following:

- (a) Loss of perishable goods due to spoilage.
- (b) Loss of perishable goods due to contamination from the release of a refrigerant, including but not limited to ammonia.
- (c) Any necessary expenses you incur to reduce the amount of loss under this extension. We will pay for such expenses to the extent that they do not exceed the amount of loss that otherwise would have been payable under this extension.

However, we will not pay for loss or damage caused by or resulting from your failure to use all reasonable means to protect the perishable goods from damage following an accident.

Perishable goods means "personal property", maintained under controlled conditions for its preservation, that is susceptible to loss, damage, or spoilage if the controlled conditions change.

(3) Hazardous Substances

We will pay for the additional costs to repair or replace "real property" or "personal property" because of contamination by a hazardous substance, including the additional costs to clean up or dispose of such property. Additional costs means those beyond what would have been required had no hazardous substance been involved.

The most we will pay for loss or damage under the Hazardous Substances coverage, including the actual "loss of income" you sustain, the necessary "extra expense" you incur, and the loss of or damage to perishable goods due to contamination from a hazardous substance is \$25,000 per accident.

Hazardous substance means any substance other than ammonia that has been declared to be hazardous to health by a governmental agency.

(4) Service Interruption

The insurance provided for "loss of income", "extra expense", and perishable goods is extended to apply to loss caused by or resulting from an accident to equipment that is owned by a utility, landlord or other supplier with whom you have a contract to provide you with any of the following services: electrical power, communications, waste disposal, air conditioning, refrigeration, heating, gas, air, water or steam.

(5) Off-"Premises" Accidents

Coverage is extended to apply to an accident to the following types of equipment, whether mobile/portable or permanently mounted on a "vehicle", anywhere in the "policy territory":

(a) Mobile cascade units;

(b) Mobile electrical generators;

(c) Portable pumping units; and

(d) Portable extrication devices, such as jaws-of-life, whether hydraulic or air powered.

This additional coverage is not subject to the definition of "covered equipment" (Section II. Coverage Extensions, 16.a.(c)) to the extent that the definition conflicts with the coverage provided for Off-"Premises" Accidents. However, in no event will we pay for an accident to a "vehicle's" drivetrain, driveline or fire pump.

c. Conditions

(1) Suspension

When any covered equipment is found to be in, or exposed to, a dangerous condition, any of our representatives may immediately suspend the insurance against loss from an accident to that covered equipment. We can do this by mailing or delivering a written notice of suspension to your address as shown in the Declarations, or at the address where the equipment is located. Once suspended in this way, your insurance can be reinstated only by written notice from us. If we suspend your insurance, you will get a pro-rata refund of premium. But the suspension will be effective even if we have not yet made or offered a refund. We will not consider firefighting or other emergency service activities, or training related to such activities, as a dangerous condition within the context of this provision.

(2) Jurisdictional Inspections

If any property that is covered equipment under this extension requires inspection to comply with state or municipal boiler and pressure vessel regulations, we agree to perform such inspections on your behalf.

d. Except for the Hazardous Substances limit specified above, the most we will pay for loss or damage under this extension is the applicable Limit of Insurance shown in the Declarations.

17. Fire Extinguishing Equipment Recharge Costs

a. We will pay the necessary and reasonable cost to recharge or refill your fire extinguishing equipment, including both hand-held extinguishers and fixed automatic extinguishing systems, as a result of:

(1) Their discharge as a result of a "covered cause of loss"; or

(2) Their accidental discharge in the absence of a "covered cause of loss".

b. This extension applies regardless of whether the fire extinguishing equipment itself is damaged.

- c. The fire extinguishing equipment must be for the protection of and located at a "premises".
- d. No deductible applies to this extension.

18. Limited Coverage for Fungus, Wet Rot, Dry Rot and Bacteria

- a. The coverage described in 18.b and 18.e. of this extension applies only when the "fungus", wet rot, dry rot or bacteria is the result of one or more of the following causes that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that occurrence:
 - (1) A "specified cause of loss" other than fire or lightning; or
 - (2) "Flood", except if the Flood Exclusion endorsement is attached.
- b. We will pay for loss or damage by "fungus", wet rot, dry rot or bacteria. As used in this extension, the term loss or damage means:
 - (1) Direct physical loss or damage to covered "real property" or covered "personal property" caused by "fungus", wet rot, dry rot or bacteria, including the cost of removal of the "fungus", wet rot, dry rot or bacteria;
 - (2) The cost to tear out and replace any part of the building or other property as needed to gain access to the "fungus", wet rot, dry rot or bacteria; and
 - (3) The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is reason to believe that "fungus", wet rot, dry rot or bacteria are present.
- c. The coverage described under 18.b. of this extension is limited to \$25,000. Regardless of the number of claims, this limit is the most we will pay for total of all loss or damage arising out of all occurrences of "specified causes of loss" (other than fire or lightning) and "flood" which take place in a 12 month period (starting with the beginning of the present annual policy period). With respect to a particular occurrence of loss which results in "fungus", wet rot, dry rot or bacteria, we will not pay more than a total of \$25,000 even if the "fungus", wet rot, dry rot or bacteria continues to be present or active, or recurs, in a later policy period.
- d. The coverage provided under this extension does not increase the applicable Limit of Insurance on any covered "real property" or covered "personal property". If a particular occurrence results in loss or damage by "fungus", wet rot, dry rot or bacteria, and other loss or damage, we will not pay more, for the total of all loss or damage, than the applicable Limit of Insurance on the affected covered "real property" or covered "personal property".

If there is covered loss or damage to covered "real property" or covered "personal property" not caused by "fungus", wet rot, dry rot or bacteria, loss payment will not be limited by the terms of this extension, except to the extent that "fungus", wet rot, dry rot or bacteria causes an increase in the loss. Any such increase in the loss will be subject to the terms of this extension.
- e. Under Coverage C. "Loss of Income" or Coverage D. "Extra Expense":
 - (1) If the loss which resulted in "fungus", wet rot, dry rot or bacteria does not in itself necessitate an interruption of "operations", but such interruption is necessary due to loss or damage to property caused by "fungus", wet rot, dry rot or bacteria, then our payment under Coverage C and/or Coverage D is limited to the amount of "loss of income" and/or "extra expense" sustained in a period of not more than 30 days. The days need not be consecutive.
 - (2) If a covered interruption of "operations" was caused by loss or damage other than "fungus", wet rot, dry rot or bacteria but remediation of "fungus", wet rot, dry rot or bacteria prolongs the "period of restoration", we will pay for "loss of income" and/or "extra expense" sustained during

the delay (regardless of when such a delay occurs during the "period of restoration"), but such coverage is limited to 30 days. The days need not be consecutive.

19. Arson Fire Information Reward

We will reimburse you for the payment of rewards that you actually incur which provide information related to arson fire. For the purposes of this extension, covered property means property covered by this coverage part or any other coverage part issued to you by this company. This reimbursement is subject to compliance with all of the following conditions:

- a. Conditions
 - (1) Your covered property at a "premises" is damaged or destroyed by a fire that is declared to be an arson fire by the appropriate civil authority;
 - (2) You pay reward(s) for information about the causes of such arson fire to persons who would not normally make reports and who did not make such report before the potential of a reward was announced;
 - (3) Such information is presented to the investigative authorities within 90 days after the start of the arson fire;
 - (4) Such reported information for which you paid a reward contributes directly and significantly to the arrest and conviction of those causing the arson fire; and
 - (5) Your intention to pay such reward or your payment of such reward is reported to us within 15 days of the date on which the appropriate arson fire investigative authority receives the information.
- b. Regardless of the number of people who provide information about the arson fire, the most we will pay for all reward payments related to any one arson fire, or series of related arson fires committed by the same arsonist(s), is \$25,000 per loss.
- c. No deductible applies to this extension.

Our reimbursement to you for the arson fire information rewards that you pay does not limit in any way your ability to offer or not offer and pay or not pay rewards for arson fire information related to covered property.

20. Fine Arts

- a. We will pay for direct physical loss or damage caused by or resulting from a "covered cause of loss" to "fine arts" owned by you and for which you have secured a certified appraisal prior to the loss.
 - (1) The value of "fine arts" will be the least of the following amounts:
 - (a) The fair market value of the object at the time of loss;
 - (b) The cost of reasonably restoring the object to its condition immediately before loss; or
 - (c) The cost of replacing the object with a substantially identical object.
 - (2) The most we will pay for loss under paragraph a.(1) is \$50,000 in any one occurrence.
- b. We will also pay for direct physical loss or damage caused by or resulting from a "covered cause of loss" to "fine arts" for which you have not secured a certified appraisal prior to the loss.
 - (1) The value of "fine arts" will be the least of the following amounts:
 - (a) The fair market value of the object at the time of loss;

- (b) The cost of reasonably restoring the object to its condition immediately before loss;
- (c) The cost of replacing the object with a substantially identical object; or
- (d) \$1,500 per item.

(2) The most we will pay for loss under paragraph b.(1) is \$25,000 in any one occurrence. This limit of insurance is in addition to the amount provided under Paragraph a.(2) above.

As used in this extension, fair market value means the cash value that the object of "fine arts" would bring in an open and unrestricted market between a willing buyer and a willing seller who are both knowledgeable, informed and prudent, and who are acting independently of each other.

21. Lock and Key Replacement

- a. We will pay the necessary expense you incur to replace locks, lock cylinders and keys, electronic or otherwise, necessitated by:
 - (1) A covered theft of your covered property; or
 - (2) Damage to the lock as a result of a "covered cause of loss".For the purposes of this extension, covered property means property covered by this coverage part or any other coverage part issued to you by this company. Coverage applies if there is a loss of covered property by a covered theft even if the keys are not known to be missing or copied.
- b. Additional Conditions
 - (1) You must notify us and the appropriate law enforcement authority of the theft as soon as practicable;
 - (2) Locks, lock cylinders and keys must be replaced within 72 hours of the discovery of the theft, or as soon as practicable; and
 - (3) Coverage under this extension applies to disappearance of keys only if other covered property is stolen or missing.
- c. Coverage under this extension applies only to locks, lock cylinders and keys located at a "premises" described in the declarations.
- d. We will pay to replace the locks, lock cylinders and keys with property of the same kind and quality without deduction for deterioration or depreciation.
- e. The most we will pay in any one occurrence for coverage under this extension is \$25,000.
- f. No deductible applies to this extension.

22. Member's Property

- a. We will pay for direct physical loss or damage, resulting from a "covered cause of loss", to property while at your "premises" that is owned by your volunteer, "employee", director, officer or trustee.
- b. The most we will pay in any one occurrence for coverage under this extension is \$5,000.
- c. This coverage is primary and will apply regardless of any other insurance coverage which may be available to the owner of the property.
- d. No deductible applies to this extension.

As used in this extension, member's property includes, but is not limited to computers, game consoles and associated software, all-terrain vehicles, snowmobiles, golf carts, "watercraft", personal watercraft, tools and firearms. Member's property does not include:

1. "Personal effects";
2. "Money" and "securities";
3. "Fine arts";
4. Animals;
5. Aircraft or its parts, accessories and equipment; or
6. "Vehicles".

23. Member's Real Property Deductible Reimbursement

- a. We will reimburse your volunteer, "employee", director, officer or trustee for the amount of the deductible applied under their personal insurance for direct physical loss or damage to owned "real property" at their residence premises due to a "covered cause of loss". The loss must occur while the volunteer, "employee", director, officer or trustee is enroute to, engaged in, or returning from an "emergency situation" at the direction and knowledge of an officer of the insured organization.
- b. The most we will pay per member in any one occurrence for coverage under this extension is \$1,000.
- c. No deductible applies to this extension.

24. Permanently Installed Outdoor Property

- a. We will pay up to the "replacement cost" for direct physical loss or damage to your outdoor property caused by or resulting from a "covered cause of loss".
- b. The most we will pay in any one occurrence for coverage under this extension is \$125,000.

As used in this extension, outdoor property means property that is permanently installed away from your "premises" and includes, but is not limited to the following: traffic control devices, signs, statues, monuments and fire hydrants. Outdoor property does not include "real property" or "personal property".

25. Unintentional Omission of Real Property

- a. If you unintentionally omit "real property" from an application for insurance or unintentionally fail to report all "real property" prior to the beginning of the policy period, we will pay for direct physical loss or damage by a "covered cause of loss" to such "real property" that qualifies as "real property" but is not shown in the Declarations due to such unintentional omission or failure to report.
- b. You agree to pay the additional premium for the "real property" as of the effective date of the policy.
- c. The most we will pay in any one occurrence for coverage under this extension is \$500,000.

26. Vehicle Stock

- a. We will pay for direct physical loss or damage caused by or resulting from a "covered cause of loss" to "vehicle stock" owned by you and stored inside a building or at a "premises".
- b. The most we will pay for coverage under this extension in any one occurrence is \$25,000.

27. Utility Service Interruption Coverage

a. Coverage

Your coverage for "loss of income" and "extra expense" is extended to apply to a suspension of "operations" at your "premises" caused by an interruption in utility service to that "premises" during the "period of restoration". The interruption in utility service must result from direct physical loss or damage by a "covered cause of loss" to the property described in Paragraph c.

b. Exception

Coverage under this endorsement does not apply to "loss of income" or "extra expense" related to interruption in utility service which causes loss or damage to "software", including destruction or corruption of "software".

c. Utility Service

(1) Water Supply Service, meaning the following types of property supplying water to your "premises":

- (a) Pumping stations; and
- (b) Water mains.

(2) Communication Supply Service, meaning property supplying communication services, including telephone, radio, microwave or television services, to your "premises", such as:

- (a) Communication transmission lines, including optic fiber transmission lines;
- (b) Coaxial cables; and
- (c) Microwave radio relays except satellites.

(3) Wastewater Removal Property, meaning a utility system for removing wastewater and sewage from the described premises, other than a system designed primarily for draining storm water. The utility property includes sewer mains, pumping stations and similar equipment for moving the effluent to a holding, treatment or disposal facility, and includes such facilities.

Coverage under this extension does not apply to interruption in service caused by or resulting from a discharge of water or sewage due to heavy rainfall or flooding.

(4) Power Supply Service, meaning the following types of property supplying electricity, steam or gas to your "premises":

- (a) Utility generating plants;
- (b) Switching stations;
- (c) Substations;
- (d) Transformers; and
- (e) Transmission lines.

d. For the purposes of this extension only, the definition of "period of restoration" is replaced by the following:

"Period of restoration" means the period of time after direct physical loss or damage to the property described in Paragraph c. that:

(1) Begins:

- (a) 72 hours after the initial interruption in Utility Services for "loss of income"; or
- (b) Immediately after the initial interruption in Utility Services for "extra expense";

and

(2) Ends when the Utility Service is restored.

"Period of restoration" does not include any increased period required due to the enforcement of any ordinance or law that:

- (a) Requires any insured or others to incur "remediation expenses"; or
- (b) Pertains to "fungus", wet rot, dry rot, bacteria, or asbestos.

The expiration date of this policy will not cut short the "period of restoration".

- e. No deductible applies to this extension.

SECTION III. COVERED CAUSES OF LOSS

"Covered cause of loss" means any cause of direct physical loss or damage except as excluded below.

Exclusions

We will not pay for loss or damage caused by or resulting directly or indirectly from the following causes, or occurring in the following situations. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently with or before, during, or after the loss or damage. But we will cover resulting fire or explosion, meaning a fire or explosion that results from any cause of loss other than "war", whether or not that cause of loss itself is covered under this coverage part.

1. **"War"**
2. **Nuclear, Biological, Chemical Or Radiological Device And Unlawful Use**

Loss or damage arising out of, attributable to, or occurring concurrently or in any sequence with:

- a. any device employing atomic fission, nuclear fusion, or radioactive force or that disperses radioactive material;
- b. any directed-energy or electromagnetic weapon; or
- c. unlawful possession, use, release, discharge, detonation, explosion, dispersal or disposal of any chemical, biological, radioactive or similar agents or matter. Biological includes bacteria, viruses, rickettsia, prions, all other microorganisms and any nucleic acids, toxins, toxin-producing agents, or poisons produced by bacteria, viruses, rickettsia, prions or all other microorganisms.

Whether in time of peace or war, regardless of who commits the act, whether or not the event was accidental, and regardless of whether or not the loss event results in widespread damage or affects a substantial area.

However, if this Policy provides coverage, whether by a coverage extension or by an exception to an exclusion, for direct physical loss or damage to insured property caused by sudden and accidental radioactive contamination, such coverage shall still apply in accordance with its terms and conditions.

3. **"Government Activity"**
4. **Nesting or Infestation**

Nesting or infestation, or the discharge or release of waste products or secretions, caused by any insects, birds, rodents or other animals.

5. **Neglect**

Neglect meaning your failure to take all reasonable steps to protect your property when it is threatened with loss or damage and to take all reasonable steps to protect your property from further loss after loss or damage occurs.

6. **Earth Movement**

Earth movement meaning any sinking, rising, shifting, freezing, thawing, erosion, compaction or expansion of the earth, including mine subsidence. But we will cover "earthquake", "volcanic action", landslide or "sinkhole collapse".

7. Building Settlement

Settling, shrinking, cracking, bulging or expansion of any pavement, building or structure.

8. Dishonesty

Dishonest acts or omissions of you or your volunteers or "employees", or anyone authorized to act for you, or anyone to whom you entrust property, whether an individual is acting alone or in collusion with others.

9. Vacancy

Freezing, leakage or overflow from plumbing, heating, air conditioning or any other equipment or appliance in a "vacant" or unoccupied building unless:

- a. You have taken reasonable steps to maintain heat in the building; or
- b. Water was drained from the system or appliance involved, and the water supply was shut off while the building was "vacant" or unoccupied.

Also, we will not cover damage to plumbing systems located outside the perimeter of building walls or off the "premises" that results from freezing.

10. Delay, Loss of Use

Delay and loss of use or because you can no longer sell or use property, except as specifically provided in Coverage C.

11. Mysterious Disappearance

Mysterious disappearance of property or an inventory shortage.

12. Wear and Tear

Wear and tear, deterioration, rust, corrosion, marring or scratching, erosion, decomposition, and decay. However, we will cover resulting loss or damage not otherwise excluded caused by "vehicles" or aircraft, "sprinkler leakage", water damage, freezing, collapse of a building or falling objects.

13. Fungus, Wet Rot, Dry Rot and Bacteria

The presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria, including loss, damage or "remediation expenses" resulting from any of these. But if "fungus", wet rot, dry rot or bacteria results in a "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss". This exclusion does not apply:

- a. When "fungus", wet rot, dry rot or bacteria results from fire or lightning; or
- b. To the extent coverage is provided in the **Limited Coverage for Fungus, Wet Rot, Dry Rot or Bacteria** coverage extension.

14. "Pollution Conditions", except to the extent coverage is provided in the **Pollution Remediation Expenses** coverage extension.

15. Remediation Expenses

"Remediation expenses" except to the extent coverage is provided in the **Pollution Remediation Expenses** coverage extension.

16. Asbestos

Asbestos, including loss, damage or "remediation expenses" resulting from asbestos or asbestos-containing materials.

17. Mechanical Breakdown

Mechanical breakdown, but this exclusion does not apply to "hardware" or to any coverage provided in the **Equipment Breakdown** coverage extension.

18. Steam Vessels

Rupture, bursting or explosion of steam boilers, steam pipes, steam turbines or steam engines except to the extent coverage is provided in the **Equipment Breakdown** coverage extension.

19. Inherent Vice

Inherent vice meaning a natural condition of property that causes it to deteriorate or become damaged. Examples of inherent vice are the yellowing and cracking of old paper, patina that forms on old bronze and the swelling of wood under moist conditions.

20. Latent Defects

Latent defects meaning faults or weaknesses in property itself.

21. Faulty Design and Workmanship

Faulty design, workmanship and material including the cost of correcting any faulty design, workmanship, material, manufacture or installation, alteration, repair or work on covered "real property" or "personal property". But we will cover loss or damage that results from any of these, if the loss or damage occurs in connection with any cause of loss not otherwise excluded by this coverage part. This exclusion does not apply to "hardware".

22. Vandalism and Malicious Mischief

Vandalism and malicious mischief if the building involved has been "vacant" for more than 60 consecutive days immediately before the loss.

23. Loss of Contract or Strike

"Loss of income" or "extra expense" resulting from:

- a. Loss of contract, meaning a loss that results from the expiration, suspension or cancellation of any contract, lease or order, or
- b. Strike, meaning interference by strikers or other persons with your "operations", or with the repair, rebuilding or replacement of property at the location of the repair, rebuilding or replacement, or with the resumption of your "operations".

24. Seepage or Leakage of Water

Continuous or repeated seepage or leakage of water, or the presence or condensation of humidity, moisture or vapor, that occurs over a period of 14 days or more.

25. Virus or Bacteria

Virus, bacterium or other microorganism that induces or is capable of inducing physical distress, illness or disease.

However, this exclusion does not apply to loss or damage caused by or resulting from "fungus", wet rot, or dry rot. Such loss or damage is addressed in a separate exclusion in this coverage part.

SECTION IV. WHAT WE WILL PAY

A. Limits of Insurance

1. The most we will pay for loss or damage in any one occurrence is the applicable Limit of Insurance shown in the Declarations, except as provided in the guaranteed "replacement cost" provision.

2. If we pay the limit for any one occurrence, that will not reduce the applicable limit for any future covered loss resulting from an unrelated occurrence.
3. All "earthquakes" or "volcanic actions" that occur within a continuous 168 hour period will constitute a single occurrence under this coverage part.
4. All "floods" that occur within a continuous 168hour period will constitute a single occurrence under this coverage part. Loss or damage caused directly or indirectly by tidal wave or tsunami, even if attributable to an "earthquake" or "volcanic action", is considered to have been caused by "flood".

B. Valuation – Coverage A. Real Property

1. If "replacement cost" valuation for Coverage A is indicated in the Declarations or in an endorsement attached to this coverage part, we will not pay more than the Coverage A limit applicable to the lost or damaged "real property". Subject to that limit, we will pay the "replacement cost" of any loss or damage to "real property", less any deductible that applies, so long as:
 - a. The loss or damage to "real property" is actually repaired or replaced;
 - b. The repairs to or replacement of the "real property" are made within two years of the loss or damage;
 - c. The repairs or replacements restore the "real property" to the same use; and
 - d. The repairs to or replacement of the "real property" are of the same kind and quality and at the same "premises" as the "real property" suffering the loss or damage, however:
 - (1) You may substitute property of a different kind or quality, but we won't pay more than what it would cost to repair or replace the loss or damage to the "real property" with property of comparable kind and quality; and
 - (2) You may replace the "real property" suffering the loss or damage at a different location, but we won't pay more than what it would cost to replace the loss or damage to the "real property" at the original "premises".
2. a. Subject to the provisions of subparagraphs a. - d. of paragraph 1. above, if guaranteed "replacement cost" valuation for Coverage A is indicated in the Declarations or in an endorsement attached to this coverage part, and the cost to replace loss or damage to "real property" is more than the Coverage A limit accepted by us, we will nevertheless pay the entire "replacement cost" less any deductible that applies.
 - b. This guaranteed "replacement cost" provision for Coverage A is contingent on:
 - (1) Your purchasing an amount of insurance accepted and kept on file by us;
 - (2) Your promptly advising us of any changes made to your "real property" which would change the cost to replace it, and adjusting the amount of insurance accordingly; and
 - (3) Your purchasing an amount of insurance on each policy anniversary equal to an adjusted cost figure. This adjusted cost figure will be calculated from the original amount plus any changes made to your "real property" and will be modified by an automatic inflation adjustment factor applicable to your "real property".

C. Valuation – Coverage B. Personal Property

1. If "replacement cost" valuation for Coverage B is indicated in the Declarations or in an endorsement attached to this coverage part, we will not pay more than the Coverage B limit applicable to the lost

or damaged "personal property". Subject to that limit, we will pay the "replacement cost" of any loss or damage to "personal property", less any deductible that applies, so long as:

- a. The loss or damage to "personal property" is actually repaired or replaced;
 - b. The repairs to or replacement of the "personal property" are made within two years after the loss or damage;
 - c. The repairs or replacements restore the "personal property" to the same use; and
 - d. The repairs to or replacement of the "personal property" are of the same kind and quality as the "personal property" suffering the loss or damage.
2. a. Subject to the provisions of subparagraphs a. - d. of paragraph 1. above, if guaranteed "replacement cost" valuation for Coverage B is indicated in the Declarations or in an endorsement attached to this coverage part, and the cost to replace loss or damage to "personal property" is more than the Coverage B limit accepted by us, we will nevertheless pay the entire "replacement cost" less any deductible that applies.
- b. This guaranteed "replacement cost" provision for Coverage B is contingent on:
- (1) Your purchasing an amount of insurance accepted and kept on file by us;
 - (2) Your promptly advising us of any changes made to your "personal property" which would change the cost to replace it, and adjusting the amount of insurance accordingly; and
 - (3) Your purchasing an amount of insurance on each policy anniversary equal to an adjusted cost figure. This adjusted cost figure will be calculated from the original amount plus any changes to the "personal property", and will be modified by an automatic inflation adjustment factor applicable to your "personal property".
3. When guaranteed "replacement cost" applies to Coverage B, "personal property" does not include portable equipment. Portable equipment means portable firefighting, ambulance, or rescue related equipment, including portable communications equipment, commonly used in fire and rescue operations away from your "premises".

D. Valuation – Coverage C. Loss of Income and Coverage D. Extra Expense

1. The amount of the "loss of income" you sustain due to necessary suspension of your "operations" during the "period of restoration" will be based on:
 - a. Your net income before the direct physical loss or damage occurred;
 - b. Your likely net income if no loss or damage occurred;
 - c. The operating expenses, including payroll expenses, necessary to resume your "operations" with the same quality of service that existed just before the direct physical loss or damage; and
 - d. Other relevant sources of information, including:
 - (1) Your financial records and accounting procedures;
 - (2) Bills, invoices and other vouchers; and
 - (3) Deeds, liens or contracts.
 - e. We will reduce the amount of your "loss of income" to the extent you can resume your "operations" in whole or in part by using damaged or undamaged property (including merchandise or "stock") at the "premises" or elsewhere.
2. The amount of "extra expense" will be determined based on:

- a. All expenses that exceed the normal operating expenses that would have been incurred by your "operations" during the "period of restoration" if no direct physical loss or damage had occurred. We will deduct from the total of such expenses:
 - (1) The salvage value that remains of any property bought for temporary use during the "period of restoration", once your "operations" are resumed; and
 - (2) Any "extra expense" that is paid for by other insurance, except for insurance that is written subject to the same plan, terms, conditions and provisions as this insurance; and
- b. All necessary expenses that reduce the "loss of income" that otherwise would have been incurred.
- c. We will reduce the amount of your "extra expense" loss to the extent you can return your "operations" to normal and discontinue such "extra expense".
3. If you do not resume your "operations", or do not resume your "operations" as quickly as possible, we will pay based on the length of time it would have taken to resume your "operations" as soon as possible.
4. If this policy expires before we have paid you all the "loss of income" or "extra expense" to which you are entitled for direct physical loss or damage that occurred during the policy period, we will continue to make payments after the expiration date.

E. Valuation – COVERAGE EXTENSIONS

1. "Replacement cost" applies to all **SECTION II. COVERAGE EXTENSIONS** unless stated otherwise in the extension, so long as:
 - a. The requirements in **SECTION IV. B. 1.** are met if "real property" is lost or damaged; or
 - b. The requirements in **SECTION IV. C. 1.** are met if "personal property" is lost or damaged.

F. Deductible

1. We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the applicable deductible. We will then pay the amount of loss or damage in excess of the deductible, up to the applicable Limit of Insurance, after any applicable deduction required by a coinsurance provision.
2. The deductible shown in the Declarations applies to losses under the following coverages except as otherwise specifically indicated:
 - a. "Real property";
 - b. "Personal property";
 - c. "Loss of income";
 - d. "Extra expense"; and
 - e. All coverages provided under **SECTION II. COVERAGE EXTENSIONS.**
3. If more than one coverage (other than coverage for "earthquake" or "flood") applies to any one occurrence, we will subtract the deductible amount only once. If more than one deductible applies, we will subtract the largest applicable deductible unless indicated otherwise in this coverage part.
4. **Earthquake Deductible.** A special deductible applies to losses caused by or resulting from "earthquake". Refer to the Declarations. When a percentage deductible is shown as applicable to "earthquake", that percentage will be applied to the sum of the "real property" and "personal

property" limits shown in the Declarations for each affected "item". If blanket coverage applies, we will determine this sum based on the most recent amounts on file with us for each affected "item". The deductibles determined in accordance with this paragraph shall apply separately to each affected "item".

5. **Flood Deductible.** A special deductible applies to each occurrence caused by or resulting from "flood". Refer to the Declarations. The deductible shown will apply separately to each affected "premises".
6. **Deductible Waiver.** If a loss covered under this coverage part also involves a loss under an Emergency Service Organization Auto, Portable Equipment or other Inland Marine coverage issued to you by us, only one deductible, the largest, will be applied. The deductible under the other policies or coverage parts will be waived.
7. **Glass Deductible Waiver.** If a loss covered under this coverage part is limited to damage to glass that is part of a building and no other property is included in the loss, the policy deductible will be waived.

G. Automatic Inflation Adjustment

1. We will automatically increase your Coverage A and Coverage B limits to keep pace with inflation. We will increase the limits by the annual percentage shown in the Declarations for each "item".
2. The amount of increase will be:
 - a. The limit that applied on the most recent of the policy inception date, the policy anniversary date, or any change amending the Limit of Insurance, multiplied by
 - b. The percentage of annual increase shown in the Declarations, multiplied by
 - c. The number of days since the beginning of the current policy year or the effective date of the most recent policy change amending the Limit of Insurance, divided by 365.
3. Where there is a blanket limit for Coverages A and B, the most recent values we used to calculate your premium will be used to separate "real property" and "personal property" values, the separate values will be increased as if they were separate limits, and the results will be added to determine the increase in the blanket limit.

H. Other Conditions Affecting Property Losses

This sub-section explains special rules that apply to valuing some of the property covered by this coverage part. It also gives you important information about payment for losses.

1. **Improvements by a Tenant.** If you are a tenant at a "premises" and property improvements for which you paid are lost or damaged by a "covered cause of loss" at the "premises", we will reimburse you for repairing or replacing them. We will pay their "replacement cost" if you repair or replace them within a reasonable time after the loss at the "premises". But we will not cover repairs or replacements which were made for your use at someone else's expense.
 - a. If you do not repair or replace the covered improvements within a reasonable time at the "premises", we will pay a portion of their original cost. This will be the ratio between:
 - (1) The length of time remaining on your lease at the time of the loss; and
 - (2) The length of time between the making of the improvements and the expiration of the lease.

- b. If your lease contains a renewal option, the expiration of the renewal option period will replace the expiration of the lease.
 - c. If you purchased the interest in the use of improvements made by a previous tenant, we will cover them as if you had paid for them.
2. **Property in Sets.** The loss of an article which is part of a set will not be considered a loss of the entire set. Therefore, if there is loss or damage to property which is part of a set, we will pay a fair portion of the total value of the set.
 3. **Parts.** If the loss or damage is to a part of property that consists of several parts, we will pay for only the lost or damaged part.
 4. **Exhibitions and Displays.** The most we will pay for exhibitions and displays is the amount that they cost you.
 5. **Stock.** "Stock" you have sold but not delivered will be valued at no more than the selling price less discounts and expenses you otherwise would have had.
 6. **Glass.** Glass will be valued at the cost of replacement with safety glazing material if required by law.

SECTION V. CONDITIONS

The following apply in addition to the Common Policy Conditions.

1. **Abandonment**

There can be no abandonment of any property to us.

2. **Appraisal**

If we cannot agree with you on the amount of the covered loss, either of us can demand that the following procedure be used to settle the amount.

- a. You or we will request in writing that the dispute be submitted to appraisal within 60 days from the time we receive your proof of loss. Each will then select an appraiser and notify the other of that choice within 20 days of the initial request.
- b. The appraisers will select an impartial umpire. If they cannot agree on an umpire within 15 days, either you or we can ask that an umpire be appointed by a judge of the court of record in the county where the property is located.
- c. The appraisers will appraise each item for its value at the time of loss and the amount of covered loss. If they can't agree, they will submit any differences to the umpire. An agreement in writing by any two of these three will determine the amount of the covered loss.
- d. You will pay your appraiser and we will pay ours. Each will share equally any other costs of the appraisal and the umpire.
- e. We will not surrender our rights by any act we take relating to an appraisal.

3. **Concealment, Misrepresentation or Fraud**

This coverage part is void in any case of fraud by you as it relates to this coverage part at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This coverage part;

- b. The covered property;
- c. Your interest in the covered property; or
- d. A claim under this coverage part.

4. **Control of Property**

Any act or neglect of any person other than you, beyond your direction or control, will not affect this insurance.

The breach of any condition of this coverage part at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

5. **Duties in the Event of Loss or Damage**

- a. You must see that the following are done in the event of loss or damage to property insured under this coverage part:
 - (1) Notify the police if a law may have been broken.
 - (2) Give us prompt notice of the loss or damage. Include a description of the property involved.
 - (3) As soon as possible, give us a description of how, when and where the loss or damage occurred.
 - (4) Take all reasonable steps to protect the property from further damage by a "covered cause of loss". If feasible, set the damaged property aside and in the best possible order for examination. Also keep a record of your expenses for emergency and temporary repairs, for consideration in the settlement of the claim. This will not increase the Limit of Insurance.
 - (5) At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values, and amount of loss claimed. However, if the total claim for any loss is less than \$10,000, you are not required to provide an inventory of the undamaged property.
 - (6) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records. Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.
 - (7) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
 - (8) Cooperate with us in the investigation or settlement of the claim.
 - (9) If you intend to continue your "operations", you must resume all or part of them as quickly as possible. If you do not resume your "operations", or do not resume your "operations" as quickly as possible, we will pay based on the length of time it would have taken to resume your "operations" as soon as possible.
- b. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

6. **Insurance Under Two or More Coverages**

If two or more coverages of this coverage part apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

7. Legal Action Against Us

No one may bring a legal action against us under this coverage part unless:

- a. There has been full compliance with all of the terms of this coverage part; and
- b. The action is brought within 2 years after the date on which the direct physical loss or damage occurred.

8. Loss Payment

- a. In the event of loss or damage covered by this coverage part, at our option, we will either:
 - (1) Pay the value of lost or damaged property;
 - (2) Pay the cost of repairing or replacing the lost or damaged property;
 - (3) Take all or any part of the property at an agreed or appraised value; or
 - (4) Repair, rebuild or replace the property with other property of like kind and quality.
- b. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.
- c. We will not pay you more than your financial interest in the property.
- d. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claims against us for the owners' property. We will not pay the owners more than their financial interest in the property.
- e. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.
- f. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss if:
 - (1) You have complied with all of the terms of this coverage part; and
 - (2) We have reached agreement with you on the amount of loss, or an appraisal award has been made.

9. Mortgage Holders

- a. The term mortgage holder includes trustee.
- b. We will pay for covered loss of or damage to buildings or structures to each mortgage holder shown in the Declarations in their order of precedence, as interests may appear.
- c. The mortgage holder has the right to receive loss payment even if the mortgage holder has started foreclosure or similar action on the building or structure.
- d. If we deny your claim because of your acts or because you have failed to comply with the terms of this coverage part, the mortgage holder will still have the right to receive loss payment if the mortgage holder:
 - (1) Pays any premium due under this coverage part at our request if you have failed to do so;
 - (2) Submits a signed, sworn statement of loss within 60 days after receiving notice from us of your failure to do so; and
 - (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgage holder.All of the terms of this coverage part will then apply directly to the mortgage holder.
- e. If we pay the mortgage holder for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this coverage part:
 - (1) The mortgage holder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and

- (2) The mortgage holder's right to recover the full amount of the mortgage holder's claim will not be impaired.

At our option we may pay to the mortgage holder the whole principal on the mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us.

- f. If we cancel this coverage part, we will give written notice to the mortgage holder at least:
 - (1) 10 days before the effective date of cancellation if we cancel for your nonpayment of premium;
or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- g. If we elect not to renew this coverage part, we will give written notice to the mortgage holder at least 10 days before the expiration date of this policy.

10. No Benefit to Bailee

No person or organization, other than you, having custody of covered property will benefit from this insurance.

11. Other Insurance

- a. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this coverage part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this coverage part bears to the Limits of Insurance of all insurance covering on the same basis.
- b. If there is other insurance covering the same loss or damage, other than that described in a. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect it or not. But we will not pay more than the applicable Limit of Insurance.

12. Policy Period, Policy Territory

We will cover loss or damage commencing:

- a. During the policy period shown in the Declarations; and
- b. Within the "policy territory".

13. Recovered Property

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

14. Transfer of Rights of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this coverage part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

- a. Prior to a loss to your covered property or covered income;

- b. After a loss to your covered property or covered income only if, at time of loss, that party is one of the following:
 - (1) Someone insured by this insurance;
 - (2) An organization owned by or controlled by you;
 - (3) An organization that owns you or controls you; or
 - (4) Your tenant.

This will not restrict your insurance.

15. Coinsurance

If a coinsurance percentage is shown in the Declarations, or in an endorsement attached to this coverage part, for any of your "real property" or "personal property", the following condition applies.

- a. We will not pay the full amount of any loss if the value of the property at the time of loss, multiplied by the coinsurance percentage shown for it, is greater than the Limit of Insurance for the property. Instead, we will determine the most we will pay using the following steps:
 - 1. Multiply the value of the property at the time of loss by the coinsurance percentage;
 - 2. Divide the Limit of Insurance of the property by the figure determined in step 1.;
 - 3. Multiply the total amount of loss, before the application of any deductible, by the figure determined in step 2.; and
 - 4. Subtract the deductible from the figure determined in step 3.

We will pay the amount determined in step 4. or the Limit of Insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

- b. Example (Underinsurance): The value of the property is \$250,000. The coinsurance percentage for it is 90%. The Limit of Insurance for it is \$100,000. The deductible is \$500. The amount of loss is \$40,000.
 - 1. Step (1): $\$250,000 \times 90\% = \$225,000$ (this is the minimum amount of insurance needed to meet your coinsurance requirement)
 - 2. Step (2): $\$100,000 \div \$225,000 = .44$
 - 3. Step (3): $\$40,000 \times .44 = \$17,600$
 - 4. Step (4): $\$17,600 - \$500 = \$17,100$

We will pay no more than \$17,100. The remaining \$22,900 is not covered.

- c. You agree to keep the property insured for a portion of its value. That portion is the coinsurance percentage shown in the Declarations or in an endorsement attached to this coverage part. In computing this amount, we use the property's "replacement cost" or its "actual cash value", whichever is indicated.
- d. We compute the minimum amount of insurance you are required to carry based on the property's value at the time a loss occurs. In determining the property's value for this coinsurance agreement, we do not include the following:
 - 1. The value of property covered under **SECTION II. COVERAGE EXTENSIONS**;
 - 2. The value of excavations; or
 - 3. The value of brick, stone or concrete foundations, including foundations of machinery or boilers, which are below the surface of the building's basement floor. If the building has no basement, we don't include the value of brick, stone, or concrete below the surface of the ground and inside the foundation walls when we compute the value of the building. Nor do we include the value of underground flues, pipes or drains.

- e. If your property is insured for the minimum amount required, this coinsurance agreement won't have any effect on what we will pay for a covered loss. We will pay up to the applicable coverage limit. But if your property is insured for less than the minimum amount required, we will only pay part of your loss and you must pay the rest.
- f. When coinsurance applies, it will apply separately to each coverage limit for "real property" or "personal property" covered under this policy, unless specifically amended. However, coinsurance will not apply to losses which are less than \$10,000.
- g. When "actual cash value" is indicated as the valuation basis for "real property" or "personal property" in the Declarations or in an endorsement attached to this coverage part, the most we will pay for loss or damage is the smallest of the following:
 - 1. the coverage limit which applies to that property;
 - 2. the "actual cash value" of the lost or damaged property; or
 - 3. the amount which you actually spend to repair or replace the lost or damaged property with property of comparable kind or quality. You may substitute property of a different kind or quality, but we won't pay more than what it would cost to replace the lost or damaged property with property of comparable kind and quality.
- h. When "real property" is insured on a "replacement cost" basis, coinsurance shall apply to paragraph a., but not to paragraphs b. or c., of **Extension 1. Ordinance Coverage**.

SECTION VI. DEFINITIONS

- 1. "Accounts receivable costs" mean:
 - a. Accounts receivable due to you but which you can't collect;
 - b. Extra collection costs you incur to collect accounts receivable due to you;
 - c. Interest charges on loans you have been required to obtain to compensate for accounts receivable you can't collect when due; and
 - d. Reasonable costs of replacing your accounts receivable records.

"Accounts receivable costs" also include losses or costs you incur if you have to remove accounts receivable records from a "premises" to a place of safety in order to protect them from the threat of a "covered cause of loss". Accounts receivable are amounts owed to you by those with whom you deal.
- 2. "Actual cash value" is calculated as the amount it would cost to repair or replace the damaged or destroyed property, at the time of loss or damage, with material of like kind and quality, subject to a deduction for deterioration, depreciation and obsolescence. "Actual cash value" applies to the valuation of property regardless of whether that property has sustained partial or total loss or damage. The "actual cash value" of such property may be significantly less than its "replacement cost".
- 3. "Computer virus" means a computer program or computer code which is entered into your computer system without your knowledge, and which causes a disruption of normal program or computer system operation, but it does not mean an error in design or a programming error.
- 4. "Covered cause of loss" is defined in **SECTION III. COVERED CAUSES OF LOSS**.
- 5. "Earthquake" means all earthquake shocks that commence after the inception of this insurance, but "earthquake" does not include the cost of restoring or remediating land.
- 6. "Emergency situation" means an unexpected situation demanding an immediate official action during an emergency response.
- 7. "Employees" are people who work for you in the conduct of your ordinary activities, in return for a salary, wages or commissions. In order to be considered an "employee", a person must be subject to your

exclusive direction in the performance of his or her activities. Contractors and agents are not considered to be "employees".

8. "Extra expense" means expense you incur during the "period of restoration" over and above your ordinary expenses, which are necessary to avoid or minimize the suspension of your "operations" and return to your normal "operations" after direct physical loss or damage to "real property" or "personal property" at a "premises". "Extra expenses" include expenses you incur to continue your normal "operations" at a temporary location or with substitute equipment. The most we will pay is described under **SECTION IV. WHAT WE WILL PAY**.
9. "Fine arts" means property that is rare or that has historic or artistic value, including antiques, rare articles, etchings, pictures, statuary, marbles, bronzes, porcelains and similar property.
10. "Flood" means a general and temporary condition of partial or complete inundation of normally dry land areas due to:
 - a. The overflow of inland or tidal waters; or
 - b. The unusual or rapid accumulation or runoff of surface waters from any source.Flooding must commence after the inception of this insurance. If the "flood" is due to the overflow of inland or tidal waters, the "flood" is considered to begin when the water first overflows its banks. With respect to "flood", we will not pay for loss or damage caused by or resulting from the destabilization of land arising from the accumulation of water in subsurface land areas.
11. "Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
12. "Government activity" means:
 - a. The seizure or destruction of property by any government body, including any customs or quarantine action; or
 - b. Confiscation or destruction of property by order of any government or public authority, except an order to destroy property to prevent the spread of fire or explosion.
13. "Hardware" means computers and their electronic data processing parts and equipment which accept, utilize and process raw information for conversion to machine readable form.
14. "Item" means a building or structure at a "premises".
15. "Loss of income" including rental value means the net income (net profit or loss before income taxes) that would have been earned in your "operations" during the "period of restoration". "Loss of income" includes continuing normal operating expenses incurred, including payroll.
16. "Money" means currency, coins, bank notes, bullion, travelers checks, registered checks and money orders held for sale.
17. "Operations" means:
 - a. Your official activities as an emergency service organization; and
 - b. The tenantability of a "premises", if coverage for "loss of income" applies to rental value.
18. "Period of restoration" means the period of time that:
 - a. Begins with the date of direct physical loss or damage caused by or resulting from any "covered cause of loss" at a "premises"; and
 - b. Ends at the earliest of:
 - (1) The date when the property is actually repaired or replaced using reasonable speed and similar quality, design, functionality and materials; or
 - (2) The date when the property could have been repaired and your "operations" could have been resumed, if the damaged property had been repaired using similar quality, design, functionality and materials; or

(3) Twenty-four consecutive months after the direct physical loss or damage.

"Period of restoration" does not include any increased period required due to the enforcement of any ordinance or law that:

- (1) Requires any insured or others to incur "remediation expenses"; or
- (2) Pertains to "fungus", wet rot, dry rot or bacteria.

The expiration of this policy will not cut short the period of restoration.

19. "Personal effects" means property that belongs to an individual and is devoted primarily to that individual's personal use; for example, clothing, eyeglasses, or individually owned portable firefighting, ambulance, or rescue related equipment. "Personal effects" does not include:

- a. "Money" and "securities";
- b. "Fine arts";
- c. Animals;
- d. Aircraft or its parts, accessories and equipment;
- e. "Watercraft";
- f. "Vehicles"; or
- g. Tools (other than portable firefighting, ambulance, or rescue related equipment).

20. "Personal property" means all property used in your "operations", other than "real property", including but not limited to furnishings and equipment, building contents, "hardware", communication systems, base stations and dispatching systems, provided the property is on your "premises" and also provided:

- a. You own the property; or
- b. The property is in your custody or control, and you are responsible for it, even though it belongs to someone else.

"Personal property" also includes the value of your right to use improvements made as a tenant, if you have paid for alterations or additions to any building or structure you don't own. However, these improvements must be at a "premises".

"Personal property" does not include:

- (1) "Personal effects" belonging to you or your volunteers or "employees";
- (2) Animals;
- (3) "Money" and "securities";
- (4) "Valuable papers and records";
- (5) "Accounts receivable costs";
- (6) "Software";
- (7) "Fine arts" or jewelry;
- (8) Aircraft or its parts, accessories and equipment;
- (9) "Watercraft"; or
- (10) "Vehicles".

21. "Policy territory" means the United States, its territories and possessions, Puerto Rico and Canada.

22. "Pollution conditions" means the discharge, dispersal, release, seepage, migration, or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, hazardous materials, waste materials (including medical, infectious and pathological wastes) or electromagnetic fields into or upon land or any structures thereon, the atmosphere, or any watercourse or body of water including groundwater.

23. "Premises" means a location described in the Declarations that is owned or legally occupied by you and used to conduct your "operations".
24. "Real property" means buildings or structures described in the Declarations as "items", including:
- a. All appurtenant buildings or structures;
 - b. Completed additions;
 - c. Additions under construction;
 - d. Alterations and repairs to the buildings or structures;
 - e. Permanently installed fixtures, machinery, and equipment;
 - f. Outdoor fixtures;
 - g. "Personal property" used for the maintenance and service of buildings or structures, including tools, lawn care equipment, and free standing appliances for refrigerating, ventilating, cooking, dishwashing and laundering;
 - h. Materials, equipment, supplies and temporary structures you own or for which you are responsible, on the "premises" or in the open (including property inside "vehicles") within 1,000 feet of the "premises", used for making additions, alterations or repairs to buildings or structures at the "premises";
 - i. Paved surfaces such as sidewalks, patios or parking lots;
 - j. Air cascade units that are not designed to be used off "premises"; and
 - k. Exterior signs, meaning neon, automatic, mechanical, electric or other signs either attached to the outside of a building or structure, or standing free in the open.
- "Real property" does not include:
- (1) Land;
 - (2) Water;
 - (3) Excavations, grading, or filling; or
 - (4) Trees, shrubs, plants and lawns except as described in **SECTION II. COVERAGE EXTENSIONS**.
25. "Remediation expenses" are expenses incurred for or in connection with the investigation, monitoring, removal, disposal, treatment, or neutralization of "pollution conditions" to the extent required by:
- a. Federal, state or local laws, regulations or statutes, or any subsequent amendments thereof, enacted to address "pollution conditions"; or
 - b. A legally executed state voluntary program governing the cleanup of "pollution conditions".
26. "Replacement cost" is the amount it would take, following direct physical loss or damage, to replace property with property of the same kind and quality, determined at the time of loss, without deduction for deterioration, depreciation or obsolescence. But:
- a. "Replacement cost" does not include costs arising out of the enforcement of any ordinance or law regulating the construction, use or repair of any property, or requiring the tearing down of any property, or the cost of removing its debris; and
 - b. "Replacement cost" does not apply to "stock".
27. "Securities" means negotiable and non-negotiable instruments or contracts that represent property or obligations to pay "money". Stamps, including revenue stamps, are "securities"; so are tokens and tickets. However, stamps are covered only for their face value. "Money" is not considered to be "securities".

28. "Sinkhole collapse" means sudden sinking or collapse of land into underground empty space created by the action of water on limestone or similar rock formations. "Sinkhole collapse" does not include the cost of filling sinkholes.
29. "Software" includes all forms of computer programs, computer code, and computer readable data employed in your "operations". It also includes the media on which computer programs, computer code, or computer readable data are electronically or optically recorded such as magnetic tapes, hard disks, floppy disks, compact disks or digital video disks.
30. "Specified cause of loss" means fire, lightning, windstorm or hail, explosion, riot or civil commotion, "vehicles" or aircraft, smoke, sonic boom, vandalism and malicious mischief, "sprinkler leakage", "sinkhole collapse", "volcanic action", falling objects, weight of ice, snow or sleet, or water damage. Water damage means only accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam. "Specified cause of loss" does not include "remediation expenses" resulting from the spilling or dripping of gasoline, diesel fuel or other pollutants while being delivered by "vehicles" into storage tanks or other repositories, and/or when "vehicles" are being fueled.
31. "Sprinkler leakage" means leakage or discharge of any substance from an automatic "sprinkler system". It includes the collapse or fall of a tank that is part of a plumbing or an automatic "sprinkler system". It also includes damage caused by breakage or freezing to parts of an automatic "sprinkler system" installed in a building, if "sprinkler leakage" results from such damage.
32. "Sprinkler system" means an automatic fire protection system. Sprinkler heads, discharge nozzles and ducts, pipes, valves, fittings, tanks, tank parts and supports, pumps, and private fire protection systems which are connected to the "sprinkler system" are considered to be part of the system. So are non-automatic fire protection systems, hydrants, standpipes, and hose outlets supplied from the automatic fire protection "sprinkler system".
33. "Stock" means merchandise held in storage or for sale, raw materials, and in-process or finished goods, including supplies used in their packing or shipping.
34. "Vacant" when referring to a building means that the building doesn't contain the "personal property" used in the operations ordinarily conducted there.
35. "Valuable papers and records" are documents that are written, printed, or otherwise inscribed. These include:
 - a. Books, manuscripts, abstracts, maps and drawings;
 - b. Film and other photographically produced records, such as slides and microfilm; and
 - c. Legal and financial agreements such as deeds and mortgages.But "valuable papers and records" do not include "money" or "securities".
36. "Vehicle" means vehicles or their parts, accessories, and equipment if the vehicles are required by law to be licensed for highway use.
37. "Vehicle stock" means parts and accessories used for your "vehicles". "Vehicle stock" includes but is not limited to tires, batteries, light bars, mobile radios, and auto parts used for "vehicle" maintenance. "Vehicle stock" does not include portable firefighting, ambulance, or rescue related equipment, including portable communications equipment, commonly used in fire and rescue operations away from your "premises".
38. "Volcanic action" means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:
 - a. Airborne volcanic blast or airborne shock waves;
 - b. Ash, dust or particulate matter; or
 - c. Lava flow.

But "volcanic action" does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to covered property.

39. "War" means any of the following:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

40. "Watercraft" means any watercraft, including its motor, parts, accessories and equipment, except for rowboats and canoes that are out of the water and on your "premises".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CRISIS INCIDENT RESPONSE COVERAGE

This endorsement modifies insurance provided under the following:

PROPERTY COVERAGE PART

SCHEDULE

Crisis Incident Limit of Insurance: **\$ 25,000 Any One Crisis Incident**

A. Crisis Response Management Expense

We will pay "crisis response management expense" incurred by you as a result of a covered "crisis incident".

B. Post-Crisis Counseling Services

We will pay expenses incurred by you for "post-crisis counseling services" provided to your "member(s)" following a covered "crisis incident".

C. Loss Payment

The most we will pay in any one "crisis incident" is the lesser of:

1. The actual cost you incur for all "crisis response management expense" and "post-crisis counseling services"; or
2. The Crisis Incident Limit of Insurance shown in the Schedule above.

The "crisis response management expense" and the cost for "post-crisis counseling services" must be incurred and submitted within 12 months of the first published news media report. The expiration of this policy will not reduce the 12 month period.

D. Deductible

No deductible applies to this coverage.

E. Definitions

1. "Crisis incident" means any of the following acts that result in significant "news media coverage" of the named insured:
 - a. An actual, attempted, or threatened violent act occurring at a "premises" committed with malicious intent to cause "serious bodily injury" or death to a person or person(s); the abduction or kidnapping of a person from a "premises"; or a sexual assault at a "premises".
 - b. A criminal act which is alleged to have been committed by a "member" of your organization, including but not limited to arson, theft, or sexual assault.
 - c. The performance of your "operations" in response to an "emergency situation".All related acts committed by one or more individual(s) shall be considered one "crisis incident."

2. "Crisis response management expense" means the reasonable and necessary expense charged by an independent public relations or other crisis communications firm to restore your public image that has been damaged by a covered "crisis incident".
3. "Member" means a volunteer or "employee" of the Named Insured.
4. "News media coverage" means an oral or written publication, in any manner, by a news organization.
5. "Post-crisis counseling services" means the reasonable and necessary expense you incur for independent professional counseling or pastoral services provided to your "member(s)" as a result of emotional strain due to a covered "crisis incident" involving one of the following:
 - a. the death or "serious bodily injury" of another "member" or "member's" family member;
 - b. three or more deaths; or
 - c. the death or "serious bodily injury" of a child."Post-crisis counseling services" will not be provided to any "member" who was responsible for, or participated in acts described in **1.a.** or **1.b.** above.
6. "Serious bodily injury" means any injury to a person that creates substantial risk of death, serious permanent disfigurement, or protracted loss or impairment of the function of any bodily member or organ.

F. Other Provisions

The coverage provided by this endorsement is separate from any other property coverage provided by the coverage part to which it is attached. However, **Section V. Conditions** and **Section VI. Definitions** of the Property Coverage Form will apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS CHANGES

This endorsement modifies insurance provided under the following:

PROPERTY COVERAGE PART

A. The following provisions are added to Extension 16. Equipment Breakdown:

e. Defense

If a claim or "suit" is brought against you alleging that you are liable for damage to the property of another in your care, custody or control that was directly caused by an "accident" to "covered equipment", we will either:

- (1) Settle the claim or "suit"; or
- (2) Defend you against the claim or "suit" but keep for ourselves the right to settle it at any point.

f. Supplementary Payments

We will pay, with respect to any claim or "suit" we defend:

- (1) All expenses we incur.
- (2) The cost of bonds to release attachments, but only for bond amounts within the Limits of Insurance. We do not have to furnish these bonds.
- (3) All reasonable expenses incurred by you at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$300 a day because of time off from work.
- (4) All costs taxed against you in any "suit" we defend.
- (5) Pre-judgment interest awarded against you on that part of the judgment we pay. If we make an offer to pay the applicable Limits of Insurance, we will not pay any pre-judgment interest based on that period of time after the offer.
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the Limits of Insurance shown in the Declarations.

These payments will not reduce the Limits of Insurance.

g. Legal Action Against Us

- (1) Except as provided in Paragraph (2), no one may bring a legal action against us under this coverage unless:
 - (a) There has been full compliance with all the terms of this policy; and
 - (b) The action is brought within two years and one day from the date the cause of action first accrues. A cause of action accrues on the date of the initial breach of our contractual duties as alleged in the action; and
 - (c) We agree in writing that you have an obligation to pay for damage to covered property of others, or until the amount of that obligation has been determined by a final judgment or arbitration award. No one has the right under this policy to bring us into an action to determine your liability.

- (2) With respect to loss or damage in the State of Texas caused by windstorm or hail in the catastrophe area as defined by the Texas Insurance Code, no one may bring a legal action against us under this Coverage Part unless:
 - (a) There has been full compliance with all the terms of this coverage; and
 - (b) The action is brought within the earlier of the following:
 - (1) Two years and one day from the date we accept or reject the claim; or
 - (2) Three years and one day from the date of the loss or damage that is the subject of the claim.

h. Bankruptcy

The bankruptcy or insolvency of you or your estate will not relieve us of an obligation under this coverage.

i. "Suit" means a civil proceeding and includes:

- (1) An arbitration proceeding in which damages are claimed and to which you must submit or do submit with our consent; or
- (2) Any other alternative dispute resolution proceeding in which damages are claimed and to which you submit with our consent.

B. Exclusion 7. **Building Settlement** is deleted and replaced with the following:

7. Settling, cracking, shrinking, bulging or expansion of pavements, foundations, walls, floors, roofs, ceilings, curbs, fences, retaining walls or swimming pools.

C. The following is added to Exclusion 21. **Faulty Design and Workmanship** and applies only to loss or damage to "real property" being constructed, remodeled, or renovated:

We will pay for loss or damage caused by or resulting from risks of direct physical loss involving collapse of a building or any part of a building caused by use of defective material or methods, or faulty design, plans, specifications or workmanship, in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.

D. The following is added to **B. Valuation – Coverage A. "Real Property"** and **E. Valuation – COVERAGE EXTENSIONS** of **SECTION IV. WHAT WE WILL PAY**:

§862.053. Policy a Liquidated Demand. A fire insurance policy, in case of total loss by fire of property insured, shall be held and considered to be a liquidated demand against the Company for the full amount of such policy. The provisions of this article shall not apply to "personal property".

E. Item 2. **Appraisal** of **SECTION V. CONDITIONS** is deleted and replaced with the following:

If we and you disagree on the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser and notify the other of the appraiser selected within 20 days of such demand. The two appraisers will select an umpire. If they cannot agree within 15 days upon such umpire, either may request that selection be made by a judge of a court having jurisdiction. Each appraiser will state the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding as to the amount of loss. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal:

- (1) You will still retain your right to bring a legal action against us, subject to the provisions of the **Legal Action Against Us** Condition; and
- (2) We will still retain our right to deny the claim.

F. Paragraphs (2) and (7) in item 5. **Duties in the Event of Loss or Damage** of **SECTION V. CONDITIONS** are deleted and replaced by the following:

(2) Give us prompt notice of the loss or damage. Include a description of the property involved. However, with respect to loss or damage in the State of Texas caused by windstorm or hail in the catastrophe area as defined by the Texas Insurance Code, any claim must be filed with us not later than one year after the date of the loss or damage that is the subject of the claim, except that a claim may be filed after the first anniversary of the date of the loss or damage for good cause shown by the person filing the claim.

(7) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 91 days after our request. We will supply you with the necessary forms.

G. Item 7. **Legal Action Against Us** of **SECTION V. CONDITIONS** is deleted and replaced with the following:

7. Legal Action Against Us

- a. Except as provided in Paragraph b., no one may bring a legal action against us under this coverage part unless:
 - (1) There has been full compliance with all of the terms of this coverage part; and
 - (2) The action is brought within 2 years and one day from the date the cause of action first accrues. A cause of action accrues on the date of the initial breach of our contractual duties as alleged in the action.
- b. With respect to loss or damage in the State of Texas caused by windstorm or hail in the catastrophe area as defined by the Texas Insurance Code, no one may bring a legal action against us under this Coverage Part unless:
 - (1) There has been full compliance with all the terms of this coverage; and
 - (2) The action is brought within the earlier of the following:
 - (a) Two years and one day from the date we accept or reject the claim; or
 - (b) Three years and one day from the date of the loss or damage that is the subject of the claim.

H. Item 8. **Loss Payment** of **SECTION V. CONDITIONS** is amended as follows:

Paragraph b. is replaced by the following:

b. **Claims Handling.** Within 15 days after we receive written notice of claim, we will:

- (1) Acknowledge receipt of the claim. If we do not acknowledge receipt of the claim in writing, we will keep a record of the date, method and content of the acknowledgment;
- (2) Begin any investigation of the claim; and
- (3) Request a signed, sworn proof of loss, specify the information you must provide and supply you with the necessary forms. We may request more information at a later date, if during the investigation of the claim such additional information is necessary.

We will notify you in writing as to whether:

- (a) The claim or part of the claim will be paid;
- (b) The claim or part of the claim has been denied, and inform you of the reasons for denial;
- (c) More information is necessary; or
- (d) We need additional time to reach a decision. If we need additional time, we will inform you of the reasons for such need.

We will provide notification, as described in (a) through (d) above, within:

- i. 15 business days after we receive the signed, sworn proof of loss and all information we requested; or
- ii. 30 days after we receive the signed, sworn proof of loss and all information we requested, if we have reason to believe the loss resulted from arson.

If we have notified you that we need additional time to reach a decision, we must then either approve or deny the claim within 45 days of such notice.

Paragraph f. is replaced by the following:

- f. We will pay for covered loss or damage within 5 business days after:
 - (1) We have notified you that payment of the claim or part of the claim will be made and have reached agreement with you on the amount of loss; or
 - (2) An appraisal award has been made.

However, if payment of the claim or part of the claim is conditioned on your compliance with any of the terms of this coverage part, we will make payment within 5 business days after the date you have complied with such terms.

The following two paragraphs are added:

- g. **Catastrophe Claims.** If a claim results from a weather-related catastrophe or a major natural disaster, the claim handling and claim payment deadlines described in paragraphs b. and f. above are extended for an additional 15 days.

Catastrophe or major natural disaster means a weather-related event which:

- (1) is declared a disaster under the Texas Disaster Act of 1975; or
- (2) is determined to be a catastrophe by the State Board of Insurance.

- h. The term business day, as used in this **Loss Payment** condition, means a day other than Saturday, Sunday or a holiday recognized by the state of Texas.

I. Item 9. Mortgage Holders of SECTION V. CONDITIONS is amended as follows:

Paragraph d. is replaced by the following:

- d. If we deny your claim because of your acts or because you have failed to comply with the terms of this coverage part, the mortgage holder will still have the right to receive loss payment if the mortgage holder:
 - (1) Pays any premium due under this coverage part at our request if you have failed to do so;
 - (2) Submits a signed, sworn proof of loss within 91 days after receiving notice from us of your failure to do so; and
 - (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgage holder.

All of the terms of this coverage part will then apply directly to the mortgage holder.

Paragraph f. is replaced by the following:

- f. If this coverage part is cancelled, we will give the mortgage holder named in the Declarations written notice of cancellation.

If we cancel this coverage part, we will give written notice to the mortgage holder at least:

- (1) 14 days before the effective date of cancellation if we cancel for your non-payment of premium; or
- (2) 30 days before the effective date of cancellation if we cancel for any other reason.

If you cancel this coverage part, we will give the mortgage holder notice of cancellation to be effective on the date stated in the notice. The date of cancellation cannot be before the 10th day after the date we mail the notice.

Named Insured:
HARRIS COUNTY ESD #1

Policy Number: VFNU-TR-0001761-04/000
Policy Period: From 01-01-2024
To 01-01-2025

CRIME COVERAGE PART DECLARATIONS

Estimated Coverage Part Premium: \$ 348.00

Taxes, Fees and Surcharges:

Total Premium: \$ 348.00

Crime Forms

See Schedule of Forms and Endorsements.

Named Insured:
HARRIS COUNTY ESD #1

Policy Number: VFNU-TR-0001761-04/000
Policy Period: From 01-01-2024
To 01-01-2025

CRIME COVERAGE PART DECLARATIONS

Public Employee Dishonesty – Blanket Per Employee

Covered Entity:
HARRIS COUNTY ESD #1

Limit of Insurance	Deductible	Faithful Performance
\$ 100,000	None	Yes

SPECIFIC EXCESS LIMIT OF INSURANCE – NAME SCHEDULE

<u>Names of Covered "Employees"</u>	<u>Excess Limit of Insurance Each "Employee"</u>	<u>Faithful Performance</u>
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SPECIFIC EXCESS LIMIT OF INSURANCE – POSITION SCHEDULE

<u>Titles of Positions / Name of Covered Entities</u>	<u>Number of "Employees" in Each Position</u>	<u>Excess Limit of Insurance Each "Employee"</u>	<u>Faithful Performance</u>
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Named Insured:
HARRIS COUNTY ESD #1

Policy Number: VFNU-TR-0001761-04/000
Policy Period: From 01-01-2024
To 01-01-2025

CRIME COVERAGE PART DECLARATIONS

Forgery or Alteration

Covered Entity:
HARRIS COUNTY ESD #1

Limit of Insurance	Deductible
\$ 100,000	None

Named Insured:
HARRIS COUNTY ESD #1

Policy Number: VFNU-TR-0001761-04/000
Policy Period: From 01-01-2024
To 01-01-2025

CRIME COVERAGE PART DECLARATIONS

Computer Fraud

Covered Entity:
HARRIS COUNTY ESD #1

Limit of Insurance	Deductible
\$ 100,000	None

Named Insured:
HARRIS COUNTY ESD #1

Policy Number: VFNU-TR-0001761-04/000
Policy Period: From 01-01-2024
To 01-01-2025

CRIME COVERAGE PART DECLARATIONS

Fraudulent Impersonation Coverage

Covered Entity:

HARRIS COUNTY ESD #1

Limit of Insurance

Deductible

\$100,000

None

Named Insured:
HARRIS COUNTY ESD #1

Policy Number: VFNU-TR-0001761-04/000
Policy Period: From 01-01-2024
To 01-01-2025

CRIME COVERAGE PART DECLARATIONS

Identity Fraud Expense

Covered Entity:
HARRIS COUNTY ESD #1

Limit of Insurance

Deductible

\$ 25,000

None

Persons Not Covered

PUBLIC EMPLOYEE DISHONESTY COVERAGE FORM

(Coverage Form P - Blanket Per Employee)

A. COVERAGE

We will pay for loss of, and loss from damage to, covered property resulting directly from the covered cause of loss.

1. **Covered Property:** "Money", "securities" and "property other than money and securities".
2. **Covered Cause of Loss:** "Employee dishonesty".
3. **Coverage Extension**

Employees Temporarily Outside Coverage Territory: We will pay for loss caused by any "employee" while temporarily outside the territory specified in General Condition B.16. for a period not more than 120 days.

B. LIMIT OF INSURANCE

The most we will pay for loss in any one "occurrence" is the applicable Limit of Insurance shown in the Declarations.

C. DEDUCTIBLE

1. We will not pay for loss in any one "occurrence" unless the amount of loss exceeds the deductible amount shown in the Declarations. We will then pay the amount of loss in excess of the deductible amount, up to the Limit of Insurance.
2. You must:
 - a. Give us notice as soon as possible of any loss of the type insured under this coverage form even though it falls entirely within the deductible amount; and
 - b. Upon our request, give us a statement describing the loss.

D. ADDITIONAL EXCLUSIONS, CONDITIONS AND DEFINITIONS:

In addition to the Crime General Provisions, this coverage form is subject to the following:

1. **Additional Exclusions:** We will not pay for loss or damages as specified below:
 - a. **Employee Cancelled Under Prior Insurance:** Loss caused by any "employee" of yours, or predecessor in interest of yours, for whom similar prior insurance has been cancelled and not reinstated since the last such cancellation.
 - b. **Inventory Shortages:** Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:
 - (1) An inventory computation; or
 - (2) A profit and loss computation.But if you can prove in the absence of such computations that you have sustained a covered loss, you may offer your inventory records and actual physical count of inventory in support of other evidence as to the amount of loss claimed.
 - c. **Bonded Employee:** Loss caused by any "employee" required by law to be individually bonded.
 - d. **Damages:** Damages for which you are legally liable as a result of:

- (1) The deprivation or violation of the civil rights of any person by an “employee”; or
 - (2) The tortious conduct of an “employee”, except conversion of property of other parties held by you in any capacity.
2. **Additional Conditions:**
- a. **Cancellation As To Any Employee:**
This insurance is cancelled as to any “employee”:
 - (1) Immediately upon discovery by you of any dishonest act committed by the “employee” whether before or after becoming employed by you; or
 - (2) On the date specified in a notice mailed to you. That date will be at least 30 days after the date of mailing. The mailing of notice to you at the last mailing address known to us will be sufficient proof of notice. Delivery of notice is the same as mailing.
 - b. **Sole Benefit:** This insurance is for your sole benefit. No legal proceeding of any kind to recover on account of loss under this coverage may be brought by anyone other than you.
 - c. **Indemnification:** We will indemnify any of your officials who are required by law to give bonds for the faithful performance of their service against loss through dishonest acts of persons who serve under them, subject to the Limit of Insurance.
3. **Additional Definitions:**
- a. “Employee dishonesty” in paragraph A.2. means only dishonest acts committed by an “employee,” whether identified or not, acting alone or in collusion with other persons, with the manifest intent to:
 - (1) Cause you, or the rightful owners of any covered property included in paragraph B.12. **Ownership of Property; Interests Covered** of the Crime General Provisions, to sustain loss; and also
 - (2) Obtain financial benefit (other than employee benefits known to you, approved by you, and earned in the normal course of employment, including salaries, commissions, fees, bonuses, promotions, awards, profit sharing or pensions) for:
 - (a) The “employee”; or
 - (b) Any person or organization intended by the “employee” to receive that benefit.
 - b. “Occurrence” means all loss up to the Limit of Liability caused by each “employee”, whether the result of a single act or a series of acts.

FORGERY AND ALTERATION COVERAGE FORM

A. COVERAGE

We will pay for loss involving covered instruments resulting directly from the covered causes of loss.

1. **Covered Instruments:** Checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain in "money" that are:
 - a. Made or drawn by or drawn upon you;
 - b. Made or drawn by a person or persons acting as your agent;or that are purported to have been so made or drawn.
2. **Covered Cause of Loss:** "Forgery" or alteration of, on or in any covered instrument.
3. **Coverage Extension**

Legal Expenses: If you are sued for refusing to pay any covered instrument on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur and pay in that defense. The amount that we will pay under this extension is in addition to the Limit of Insurance applicable to this insurance.

B. LIMIT OF INSURANCE

The most we will pay for loss in any one "occurrence" is the applicable Limit of Insurance shown in the Declarations.

C. DEDUCTIBLE

We will not pay for loss in any one "occurrence" unless the amount of loss exceeds the deductible amount shown in the Declarations. We will then pay the amount of loss in excess of the deductible amount, up to the Limit of Insurance. The deductible amount will not apply to any legal expenses paid under the Coverage Extension.

D. ADDITIONAL EXCLUSIONS, CONDITIONS AND DEFINITIONS

In addition to the Crime General Provisions, this coverage form is subject to the following:

1. **Additional Exclusions:** We will not pay for loss as specified below:
 - a. **Acts of Employees, Directors, or Trustees:** We will not pay for loss resulting from any dishonest or criminal act committed by any of your "employees", directors, trustees, or authorized representatives:
 - (1) Whether acting alone or in collusion with other persons; or
 - (2) Whether while performing services for you or otherwise.
 - b. **Legal Expenses**

Expenses related to any legal action, except as provided under the Coverage Extension.
2. **Additional Conditions**
 - a. **Facsimile Signatures:** We will treat signatures that are produced or reproduced electronically, mechanically or other means the same as handwritten signatures.

- b. **General Amendment:** As respects this coverage form, all references to covered property in the Crime General Provisions mean covered instruments.
- c. **Proof of Loss:** You must include with your proof of loss any instrument involved in that loss or, if that is not possible, an affidavit setting forth the amount and cause of loss.
- d. **Territory:** We will cover loss you sustain anywhere in the world. The Territory General Condition does not apply to this coverage form.

3. Additional Definitions

- a. "Forgery" means the signing of the name of another person or organization with intent to deceive; it does not mean a signature which consists in whole or in part of one's own name signed with or without authority, in any capacity, for any purpose.
- b. "Occurrence" means all loss caused by any person or in which that person is involved, whether the loss involves one or more instruments.

CRIME GENERAL PROVISIONS

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

Throughout this coverage part the words “you” and “your” refer to the Named Insured shown in the Declarations. The words “we,” “us” and “our” refer to the Company providing this insurance.

Various provisions of this coverage part refer to knowledge held or obtained by you, or discovery made by you. Under these provisions, knowledge or discovery by you means knowledge held or obtained, or discovery made, by any natural person who is:

1. An officer of any corporation which is a Named Insured under this policy;
2. An elected or appointed official of any governmental entity, including an official or employee of any unnamed governmental entity authorized to manage, govern or control your “employees”; or
3. An officer, official, director, trustee, commissioner, board member or administrator of any plan, trust, union, association, club, auxiliary or other organization which is a Named Insured under this policy.

Words and phrases in quotation marks are defined in this coverage part.

Unless stated otherwise in any Crime coverage form, declarations or endorsement, the following General Exclusions, General Conditions and General Definitions apply to all Crime coverage forms making up this coverage part.

A. GENERAL EXCLUSIONS

We will not pay for loss as specified below:

1. **Acts Committed by You:** Loss resulting from any dishonest or criminal act committed by you whether acting alone or in collusion with other persons.
2. **Governmental Action:** Loss resulting from seizure or destruction of property by order of governmental authority.
3. **Indirect Loss:** Loss that is an indirect result of any act or “occurrence” covered by this insurance including, but not limited to, loss resulting from:
 - a. Your inability to realize income that you would have realized had there been no loss of, or loss from damage to, covered property.
 - b. Payment of damages of any type for which you are legally liable. But we will pay compensatory damages arising directly from a loss covered under this insurance.
 - c. Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this insurance.
4. **Legal Expenses:** Expenses related to any legal action.
5. **Nuclear:** Loss resulting from nuclear reaction, nuclear radiation or radioactive contamination, or any related act or incident.
6. **War and Similar Actions:** Loss resulting from war, whether or not declared, warlike action, insurrection, rebellion or revolution, or any related act or incident.

B. GENERAL CONDITIONS

1. **Concealment, Misrepresentation or Fraud:** This insurance is void in any case of fraud by you as it relates to this insurance at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:
 - a. This insurance;
 - b. The covered property;
 - c. Your interest in the covered property; or
 - d. A claim under this insurance.
2. **Consolidation - Merger:** If through consolidation or merger with, or purchase or acquisition of assets or liabilities of, some other entity:
 - a. Any additional persons become "employees"; or
 - b. You acquire the use and control of any additional premises;any insurance afforded for "employees" or premises also applies to those additional "employees" and premises for a period of 60 days after the effective date of such consolidation, merger, or purchase or acquisition of assets or liabilities.

You must give us written notice within this 60 day period and obtain our written consent to extend this insurance to such additional "employees" or premises. Upon obtaining our written consent, you must pay us an additional premium.

If you fail to notify us in writing within this 60 day period, then this insurance shall automatically terminate as to such additional "employees" or premises. Such automatic termination shall be retroactive to the effective date of such consolidation, merger, or purchase or acquisition of assets or liabilities.
3. **Coverage Extensions:** Unless stated otherwise in the coverage form, our liability under any Coverage Extension is part of, not in addition to, the Limit of Insurance applying to the coverage or coverage section.
4. **Duties in the Event of Loss:** After you discover a loss or a situation that may result in loss of, or loss from damage to, covered property you must:
 - a. Notify us as soon as possible.
 - b. Submit to examination under oath at our request and give us a signed statement of your answers.
 - c. Give us a detailed, sworn proof of loss within 120 days.
 - d. Cooperate with us in the investigation and settlement of any claim.
5. **Extended Period to Discover Loss:** We will pay for covered loss discovered no later than one year from the end of the policy period. However, if:
 - a. You obtain replacement insurance not issued by us or any affiliate; and
 - b. Such loss is covered by your replacement insurance; and
 - c. Your replacement insurance provides an extended period to discover loss of less than one year or does not provide an extended period to discover loss;we will pay only for covered loss discovered no later than the number of days equal to any extended period to discover loss provided by such replacement insurance. If such replacement insurance does not provide an extended period to discover loss, we will not provide this Extended Period to Discover Loss.
6. **Joint Insured**
 - a. If more than one insured is named in the Declarations, the first Named Insured will act for itself and for every other insured for all purposes of this insurance. If the first Named Insured ceases to be covered, then the next Named Insured will become the first Named Insured.

- b. If any insured or officer of that insured has knowledge of any information relevant to this insurance, that knowledge is considered knowledge of every insured.
 - c. An "employee" of any insured is considered to be an "employee" of every insured.
 - d. If this insurance or any of its coverages is cancelled or terminated as to any insured, loss sustained by that insured is covered only if discovered no later than one year from the date of that cancellation or termination.
 - e. We will not pay more for loss sustained by more than one insured than the amount we would pay if all the loss had been sustained by one insured.
7. **Legal Action Against Us:** You may not bring any legal action against us involving loss:
- a. Unless you have complied with all the terms of this insurance; and
 - b. Until 90 days after you have filed proof of loss with us; and
 - c. Unless brought within 2 years from the date you discover the loss.
8. **Loss Covered Under More Than One Coverage of This Insurance:** If two or more coverages of this insurance apply to the same loss, we will pay the lesser of:
- a. The actual amount of loss; or
 - b. The sum of the limits of insurance applicable to those coverages.
9. **Loss Covered Under This Insurance and/or Prior Insurance**
- a. If any loss is covered:
 - (1) Partly by this insurance; and
 - (2) Partly by any prior cancelled or terminated insurance that we or any affiliate had issued to you or any predecessor in interest;
 the most we will pay is the larger of the amount recoverable under this insurance or the prior insurance.
 - b. If any loss is covered:
 - (1) Partly by this insurance; and
 - (2) Partly by any prior cancelled or terminated insurance issued to you or any predecessor in interest by any carrier other than us or any affiliate:
 - (a) Any deductible amount applicable to such loss will be reduced by any deductible amount applicable or sustained by you under the prior insurance; and
 - (b) The Limit of Insurance applicable to such loss will be reduced by any amount paid or payable to you under the prior insurance.
 - c. If you or any predecessor in interest sustained loss during the period of any prior insurance, and you or the predecessor in interest could have recovered under that insurance except that the time within which to discover loss had expired, we will pay for it under this insurance, provided:
 - (1) This insurance became effective at the time of cancellation or termination of the prior insurance; and
 - (2) The loss would have been covered by this insurance had it been in effect when the acts or events causing the loss were committed or occurred.
 The insurance under this paragraph c. is part of, not in addition to, the Limits of Insurance applying to this insurance and is limited to the lesser of the amount recoverable under this insurance as of its effective date, or the prior insurance had it remained in effect.
10. **Non-Cumulation of Limit of Insurance:** Regardless of the number of years this insurance remains in force, the number of premiums paid or the duration of any loss, no Limit of Insurance or deductible amount applicable to any coverage of this insurance cumulates from year to year or period to period.

11. **Other Insurance:** This insurance does not apply to loss recoverable or recovered under other insurance or indemnity. However, if the limit of the other insurance or indemnity is insufficient to cover the entire amount of the loss, this insurance will apply to that part of the loss, other than that falling within any deductible amount, not recoverable or recovered under the other insurance or indemnity. But this insurance will not apply to the amount of loss that is more than the applicable Limit of Insurance shown in the Declarations.
12. **Ownership of Property; Interests Covered:** The property covered under this insurance is limited to property:
- a. That you own or hold; or
 - b. For which you are legally liable.
- However, this insurance is for your benefit only. It provides no rights or benefits to any other person or organization.
13. **Policy Period**
- a. The policy period is shown in the Declarations.
 - b. Except as provided by the **Loss Covered Under This Insurance and/or Prior Insurance** General Condition, we will pay only for loss that you sustain through acts committed or events occurring during the policy period.
14. **Records:** You must keep records of all covered property so we can verify the amount of any loss.
15. **Recoveries**
- a. Any recoveries, less the cost of obtaining them, made after settlement of loss covered by this insurance will be distributed as follows:
 - (1) To you, until you are reimbursed for any loss that you sustain that would be covered under this insurance, but that exceeds the Limit of Insurance and the deductible amount, if any;
 - (2) Then to us, until we are reimbursed for the settlement made;
 - (3) Then to you, until you are reimbursed for that part of the loss equal to the deductible amount, if any.
 - b. Recoveries do not include any recovery:
 - (1) From insurance, suretyship, reinsurance, security or indemnity taken for our benefit; or
 - (2) Of original "securities" after duplicates of them have been issued.
16. **Territory:** This insurance covers only acts committed or events occurring within the United States of America, its territories and possessions, Puerto Rico or Canada.
17. **Transfer of Your Rights of Recovery Against Others to Us:** You must transfer to us all your rights of recovery against any person or organization for any loss you sustained and for which we have paid or settled. You must also do everything necessary to secure those rights and do nothing after loss to impair them.
18. **Valuation - Settlement**
- a. Subject to the applicable Limit of Insurance provision we will pay for:
 - (1) Loss of "money" but only up to and including its face value. We may, at our option, pay for loss of "money" issued by any country other than the United States of America:
 - (a) At face value in the "money" issued by that country; or
 - (b) In the United States of America dollar equivalent determined by the rate of exchange on the day the loss was discovered.

- (2) Loss of "securities" but only up to and including their value at the close of business on the day the loss was discovered. We may, at our option:
 - (a) Pay the value of such "securities" or replace them in kind, in which event you must assign to us all your rights, title and interest in and to those "securities"; or
 - (b) Pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the "securities". However, we will be liable only for the payment of so much of the cost of the bond as would be charged for a bond having a penalty not exceeding the lesser of:
 - i. The value of the "securities" at the close of business on the day the loss was discovered; or
 - ii. The Limit of Insurance.
- (3) Loss of, or loss from damage to, "property other than money and securities" or loss from damage to the premises for not more than the:
 - (a) Actual cash value of the property on the day the loss was discovered;
 - (b) Cost of repairing the property or premises; or
 - (c) Cost of replacing the property with property of like kind and quality.

We may, at our option, pay the actual cash value of the property or repair or replace it. If we cannot agree with you upon the actual cash value or the cost of repair or replacement, the value or cost will be determined by arbitration.
- b. We may, at our option, pay for loss of, or loss from damage to, property other than "money":
 - (1) In the "money" of the country in which the loss occurred; or
 - (2) In the United States of America dollar equivalent of the "money" of the country in which the loss occurred determined by the rate of exchange on the day the loss was discovered.
- c. Any property that we pay for or replace becomes our property.

C. GENERAL DEFINITIONS

- 1. "Employee" means:
 - a. Any natural person:
 - (1) While in your service (and for 30 days after termination of service); and
 - (2) Whom you compensate directly by salary, wages or commissions; and
 - (3) Whom you have the right to direct and control while performing services for you; or
 - b. Any natural person employed by an employment contractor while that person is subject to your direction and control and performing services for you; or
 - c. Any natural person who is a non-compensated officer or any other volunteer of any volunteer fire, ambulance, or other emergency service or auxiliary organization which is a Named Insured under this policy, while such officer or volunteer is subject to your direction and control and performing services for you; or
 - d. Any natural person who is an elected or appointed supervisory official of any governmentally operated fire, ambulance or other emergency service organization which is a Named Insured under this policy, while such official is performing services for you; or
 - e. Any natural person who is a director, trustee, commissioner or board member of any organization which is a Named Insured under this policy, while such director, trustee, commissioner or board member is performing services for you.

But "employee" does not mean any:

- (1) Agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
 - (2) Director, trustee, commissioner or board member:
 - (a) With respect to his or her official duties as your director, trustee, commissioner or board member; or
 - (b) While executing specific acts mandated or authorized by a resolution of your board of directors, board of trustees or board of commissioners.
2. "Money" means:
- a. Currency, coins and bank notes in current use and having a face value; and
 - b. Travelers checks, register checks and money orders held for sale to the public.
3. "Property other than money and securities" means any tangible property other than "money" and "securities" that has intrinsic value but does not include any property listed in any Crime coverage form as Property Not Covered.
4. "Securities" means negotiable and non-negotiable instruments or contracts representing either "money" or other property and includes:
- a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
 - b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you;
- but "securities" does not include "money".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS CHANGES

This endorsement modifies insurance provided under the following:

CRIME COVERAGE PART

A. The following is added to **GENERAL CONDITION 18. Valuation – Settlement** of the **CRIME GENERAL PROVISIONS** form:

d. In the event arbitration is utilized, each party will select a competent and impartial arbitrator. The two arbitrators will select an umpire. If they cannot agree for 15 days upon such umpire, either may request that selection be made by a judge of a court having jurisdiction. The arbitrators will state separately the value of the property and amount of loss. If they fail to agree, they will submit their difference to the umpire. A decision agreed to by any two will be binding. Each party will:

- (1) Pay its chosen arbitrator; and
- (2) Bear the other expenses of the arbitration and umpire equally.

If we submit to an arbitration, we will still retain our right to deny the claim.

B. The following **GENERAL CONDITION** is added to the **CRIME GENERAL PROVISIONS** form:

19. Loss Payment

a. Claims Handling

(1) Within 15 days after we receive written notice of a claim, we will:

- (a) Acknowledge receipt of the claim. If we do not acknowledge receipt of the claim in writing, we will keep a record of the date, method and content of the acknowledgment;
- (b) Begin any investigation of the claim; and
- (c) Request a signed, sworn proof of loss, specify the information you must provide and supply you with the necessary forms. We may request more information at a later date, if during the investigation of the claim such additional information is necessary.

(2) We will notify you in writing as to whether:

- (a) The claim or part of the claim will be paid;
- (b) The claim or part of the claim has been denied, and inform you of the reasons for denial;
- (c) More information is necessary; or
- (d) We need additional time to reach a decision. If we need additional time, we will inform you of the reasons for such need.

We will provide notification, as described in (2)(a) through (2)(d) above, within:

- (i) 15 business days after we receive the signed, sworn proof of loss and all information we requested; or
- (ii) 30 days after we receive the signed, sworn proof of loss and all information we requested, if we have reason to believe the loss resulted from arson.

If we have notified you that we need additional time to reach a decision, we must then either approve or deny the claim within 45 days of such notice.

- b. We will pay for covered loss or damage within 5 business days after:
 - (1) We have notified you that payment of the claim or part of the claim will be made and have reached agreement with you on the amount of loss; or
 - (2) An appraisal award has been made.

However, if payment of the claim or part of the claim is conditioned on your compliance with any of the terms of this policy, we will make payment within 5 business days after the date you have complied with such terms.

- c. Catastrophe Claims

If a claim results from a weather related catastrophe or a major natural disaster, the claim handling and claim payment deadlines described in a. and b. above are extended for an additional 15 days.

Catastrophe or major natural disaster means a weather related event which is:

- (1) Declared a disaster under the Texas Disaster Act of 1975; or
 - (2) Determined to be a catastrophe by the State Board of Insurance.
- d. The term business day, as used in this endorsement, means a day other than Saturday, Sunday or a holiday recognized by the state of Texas.

ADDITIONAL COVERAGES

COMPUTER AND FUNDS TRANSFER FRAUD AND FRAUDULENT IMPERSONATION

SCHEDULE

Coverage	Limit of Insurance	Deductible Amount
Computer and Funds Transfer Fraud	\$ per Occurrence	\$ per Occurrence
Fraudulent Impersonation	\$ per Occurrence	\$ per Occurrence

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. COMPUTER AND FUNDS TRANSFER FRAUD COVERAGE

1. We will pay for loss you sustain arising directly out of the loss of or damage to "money", "securities" and "property other than money and securities" resulting directly from:
 - a. A fraudulent:
 - (1) Entry of "electronic data" or "computer program" into; or
 - (2) Change of "electronic data" or "computer program" within;
 any "computer system" owned, leased or operated by you, provided the fraudulent entry or fraudulent change causes, with regard to Paragraphs **A.1.a.(1)** and **A.1.a.(2)** above:
 - (a) "Money", "securities" or "property other than money and securities" to be transferred, paid or delivered; or
 - (b) Your account at a "financial institution" to be debited or deleted.
 - b. A "fraudulent instruction" directing a "financial institution" to debit your "transfer account" and transfer, pay or deliver "money" or "securities" from that account.
2. As used in Paragraph **A.1.a.**, fraudulent entry or fraudulent change of "electronic data" or "computer program" shall include such entry or change made by an "employee" acting, in good faith, upon a "fraudulent instruction" received from a computer software contractor who has a written agreement with you to design, implement or service "computer programs" for a "computer system" covered under this Coverage.

B. FRAUDULENT IMPERSONATION COVERAGE

1. We will pay for loss you sustain arising directly from your having, in good faith, transferred "money", "securities" or "other property" in reliance upon a "transfer instruction" purportedly issued by an "employee", "customer" or "vendor" but which "transfer instruction" proves to have been fraudulently issued by an imposter without the knowledge or consent of the "employee", "customer" or "vendor".
2. Verification

If the Limit of Insurance for Fraudulent Impersonation shown in the Schedule on this endorsement is \$100,000 or greater, the following is a precondition to coverage under this endorsement:

You shall verify all "transfer instructions" for amounts greater than or equal to \$25,000. This verification will be in accordance with a pre-arranged callback or other established verification procedure before acting upon any such "transfer instruction".

C. LIMIT OF INSURANCE

1. The most we will pay for loss in any one "occurrence" for Computer and Funds Transfer Fraud Coverage is the applicable Limit of Insurance shown in the Schedule.
2. The most we will pay for loss in any one "occurrence" for Fraudulent Impersonation Coverage is the applicable Limit of Insurance shown in the Schedule.

If any loss is covered under more than one Coverage, the most we will pay for such loss shall not exceed the largest Limit of Insurance available under any one of those Coverages.

D. DEDUCTIBLE

We will not pay for loss in any one "occurrence" unless the amount of loss exceeds the deductible amount shown in the Schedule on this endorsement. We will then pay the amount of loss in excess of the deductible amount, up to the Limit of Insurance.

E. EXCLUSIONS, CONDITIONS AND DEFINITIONS

In addition to the Crime General Provisions, this coverage form is subject to the following:

1. **Additional Exclusions** applicable to **A. Computer and Funds Transfer Fraud Coverage** and **B. Fraudulent Impersonation Coverage**:

We will not pay for loss as specified below:

- a. **Acts of Employees, Directors, or Trustees:** We will not pay for loss resulting from any dishonest or criminal act committed by any of your "employees", directors, trustees, or authorized representatives:
 - (1) Whether acting alone or in collusion with other persons; or
 - (2) Whether while performing services for you or otherwise.
- b. **Authorized Access**
Loss resulting from a fraudulent:
 - (1) Entry of "electronic data" or "computer program" into; or
 - (2) Change of "electronic data" or "computer program" within;
any "computer system" owned, leased or operated by you by a person or organization with authorized access to that "computer system", except when covered under Paragraph **A.2**.
- c. **Confidential Or Personal Information**
Loss resulting from:
 - (1) The disclosure of your or another person's or organization's confidential or personal information including, but not limited to, patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
 - (2) The use of another person's or organization's confidential or personal information including, but not limited to, patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.
- d. **Data Security Breach**
Fees, costs, fines, penalties and other expenses incurred by you which are related to the access to or disclosure of another person's or organization's confidential or personal information including, but not limited to, patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

2. **Additional Exclusions** applicable to **A. Computer and Funds Transfer Fraud Coverage:**

We will not pay for loss as specified below:

a. **Authorized Access**

Loss resulting from a fraudulent:

- (1) Entry of "electronic data" or "computer program" into; or
- (2) Change of "electronic data" or "computer program" within;

any "computer system" owned, leased or operated by you by a person or organization with authorized access to that "computer system", except when covered under Paragraph **A.2.**

b. **Credit Card Transactions**

Loss resulting from the use or purported use of credit, debit, charge, access, convenience, identification, stored-value or other cards or the information contained on such cards.

c. **Exchanges Or Purchases**

Loss resulting from the giving or surrendering of property in any exchange or purchase.

d. **Fraudulent Instructions**

Loss resulting from an "employee" or "financial institution" acting upon any instruction to:

- (1) Transfer, pay or deliver "money", "securities" or "property other than money and securities"; or
- (2) Debit or delete your account;

which instruction proves to be fraudulent, except when covered under **Paragraph A.1.b.** or **A.2.**

e. **Inventory Shortages**

Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

- (1) An inventory computation; or
- (2) A profit and loss computation.

3. The Territory Condition, under Section **E. Conditions**, is replaced by the following as respects **B. Fraudulent Instruction Coverage:**

Territory

We will cover loss that you sustain resulting directly from an "occurrence" taking place anywhere in the world.

4. **Additional Definitions**

a. "Computer program" means a set of related electronic instructions, which direct the operation and function of a computer or devices connected to it, which enable the computer or devices to receive, process, store or send "electronic data".

b. "Computer system" means:

- (1) Computers, including Personal Digital Assistants (PDAs) and other transportable or handheld devices, electronic storage devices and related peripheral components;
- (2) Systems and applications software; and
- (3) Related communications networks;

by which "electronic data" is collected, transmitted, processed, stored or retrieved.

c. "Customer" means an entity or individual to whom you sell goods or provide services under a written contract.

- d. "Electronic data" means information, facts, images or sounds stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software) on data storage devices, including hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
- e. "Financial institution" means:
 - (1) A bank, savings bank, savings and loan association, trust company, credit union or similar depository institution;
 - (2) An insurance company; or
 - (3) A stock brokerage firm or investment company.
- f. "Fraudulent instruction" means:
 - (1) With regard to Paragraph **A.1.(b)**:
 - (a) A computer, telefacsimile, telephone or other electronic instruction directing a "financial institution" to debit your "transfer account" and to transfer, pay or deliver "money" or "securities" from that "transfer account", which instruction purports to have been issued by you, but which in fact was fraudulently issued by someone else without your knowledge or consent; or
 - (b) A written instruction (other than those covered under Paragraph **A.2.** issued to a "financial institution" directing the "financial institution" to debit your "transfer account" and to transfer, pay or deliver "money" or "securities" from that "transfer account", through an electronic funds transfer system at specified times or under specified conditions, which instruction purports to have been issued by you, but which in fact was issued, forged or altered by someone else without your knowledge or consent.
 - (2) With regard to Paragraph **A.2.:**

A computer, telefacsimile, telephone or other electronic, written or voice instruction directing an "employee" to enter or change "electronic data" or "computer programs" within a "computer system" covered under A. Computer and Funds Transfer Fraud Coverage, which instruction in fact was fraudulently issued by your computer software contractor.
- g. "Occurrence" means:
 - (1) An individual act or event;
 - (2) The combined total of all separate acts or events whether or not related; or
 - (3) A series of acts or events whether or not related;

committed by a person acting alone or in collusion with others, or not committed by any person, during the Policy Period shown in the Declarations, except as provided under the Crime General Provisions, General Condition 9.
- h. "Transfer account" means an account maintained by you at a financial institution from which you can initiate the transfer, payment or delivery of "money" and securities:
 - (1) By means of computer, telefacsimile, telephone or other electronic instructions; or
 - (2) By means of written instructions (other than a check, draft, promissory note, or similar written promise, order or direction to pay a sum certain in "money") establishing the conditions under which such transfers are to be initiated by such "financial institution" through an electronic funds transfer system.
- i. "Transfer instruction" means an instruction directing you to transfer "money", "securities" or "other property".
- j. "Vendor" means an entity or individual from whom you purchase goods or receive services under a written contract.

5. Revised Definitions:

- a. With regard to A. Computer and Funds Transfer Fraud Coverage, the following is added to the definition of "money" in the General Crime Provisions:
 3. Deposits in your account at a "financial institution" as defined in Paragraph **E.4.e.**
- b. As respects the coverage provided by this endorsement, the following is added to the definition of "property other than money and securities" in the General Crime Provisions:

"Property other than money and securities" does not include "computer programs", "electronic data" or any property specifically excluded under this insurance.

IDENTITY FRAUD EXPENSE COVERAGE FORM

SCHEDULE

Limit of Insurance: Deductible: Persons Not Covered:
--

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
--

A. COVERAGE

We will pay for “expenses” you sustain incurred by:

1. You; or
2. Any “employee”;
resulting directly from “identity fraud”.

B. LIMIT OF INSURANCE

The most we will pay for your “expenses” resulting directly from “identity fraud” is the applicable Limit of Insurance shown in the Schedule.

C. DEDUCTIBLE

We will not pay for “expenses” unless the amount of “expenses” exceeds the deductible amount shown in the Schedule. We will then pay the amount of “expenses” in excess of the deductible amount, up to the Limit of Insurance.

D. EXCLUSIONS, CONDITIONS AND DEFINITIONS

In addition to the Crime General Provisions, this coverage form is subject to the following:

1. **Additional Exclusion:**

“Expenses” due to “theft”, “identity fraud” or any other dishonest act committed by:

1. You;
2. Any “employee”; or
3. Any person shown in the Schedule;
whether acting alone or in collusion with other persons.

2. **Revised Exclusion:**

The **Legal Expenses** Exclusion is replaced by the following:

Expenses incurred by you which are related to any legal action, except when covered under this Coverage Form.

3. **Revised Condition:**

The following is added to the **Duties In The Event Of Loss** Condition:

You must send to us, within 60 days after our request, receipts, bills or other records that support any claim for “expenses” covered under this Coverage Form.

4. **Additional Definitions:**

a. “Expenses” means:

- (1) Advertising and public relations expenses incurred by you to restore your business reputation as a result of an “identity fraud”;
- (2) Costs incurred by you or any “employee” for notarizing affidavits or similar documents attesting to fraud required by financial institutions or similar credit grantors or credit agencies;
- (3) Costs incurred by you or any “employee” for certified mail to law enforcement agencies, credit agencies, financial institutions or similar credit grantors;
- (4) Costs incurred by you or any “employee” for obtaining credit reports;
- (5) Lost income incurred by you or any “employee” resulting from time taken off work to complete fraud affidavits, meet with or talk to law enforcement agencies, credit agencies and/or legal counsel, up to a maximum payment of \$250 per day. Total payment for lost income is not to exceed \$10,000 or the Limit of Insurance shown in the Schedule, whichever is less;
- (6) Loan application fees, incurred by you or any “employee” for reapplying for a loan when the original application is rejected solely because the lender received incorrect credit information;
- (7) Reasonable attorney fees to:
 - (a) Defend lawsuits brought against you by merchants, vendors, suppliers, financial institutions or their collection agencies;
 - (b) Remove any criminal or civil judgments wrongly entered against you; and
 - (c) Challenge the accuracy or completeness of any information in a consumer credit report for you;
- (8) Charges incurred by you or any “employee” for long distance telephone calls to merchants, vendors, suppliers, customers, law enforcement agencies, financial institutions or similar credit grantors, or credit agencies to report or discuss an actual “identity fraud”; and
- (9) Any other reasonable expenses incurred by you or any “employee” with our written consent.

b. “Identity fraud” means the act of knowingly transferring or using, without lawful authority, a means of identification of:

- (1) Your business as shown in the Declarations; or
- (2) Any “employee”;

with the intent to commit, or to aid or abet another to commit, any unlawful activity that constitutes a violation of federal law or a felony under any applicable state or local law.

c. “Theft” means the unlawful taking of property to the deprivation of the Insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FAITHFUL PERFORMANCE OF DUTY

This endorsement applies only to:

PUBLIC EMPLOYEE DISHONESTY COVERAGE FORM P - NAME SCHEDULE
PUBLIC EMPLOYEE DISHONESTY COVERAGE FORM P - POSITION SCHEDULE
PUBLIC EMPLOYEE DISHONESTY COVERAGE FORM P - BLANKET PER EMPLOYEE
PUBLIC EMPLOYEE DISHONESTY COVERAGE FORM O - BLANKET PER LOSS

The following provisions apply only to the extent that:

1. Faithful performance coverage is indicated as included in any Limit of Insurance provided for the PUBLIC EMPLOYEE DISHONESTY COVERAGE FORM O - BLANKET PER LOSS or the PUBLIC EMPLOYEE DISHONESTY COVERAGE FORM P - BLANKET PER EMPLOYEE; or
2. Faithful performance coverage is indicated as included in any Limit of Insurance provided for any "employee" covered under the PUBLIC EMPLOYEE DISHONESTY COVERAGE FORM P - NAME SCHEDULE or the PUBLIC EMPLOYEE DISHONESTY COVERAGE FORM P - POSITION SCHEDULE;

in the Crime Declarations or any amendment thereto.

- a. The following is added as a **Covered Cause of Loss**:

Failure of any "employee" to faithfully perform his or her duties as prescribed by law, when such failure has as its direct and immediate result a loss of your covered property.

- b. The following **Additional Exclusion** is added:

Depository Failure: Loss resulting from the failure of any entity acting as a depository for your property or property for which you are responsible.

- c. **Additional Condition** 2.a.(1) of the coverage form is deleted and the following substituted:

(1) Immediately upon discovery by you or any official or "employee" authorized to manage, govern or control your "employees" of any act on the part of an "employee", whether before or after becoming employed by you, which would constitute a loss covered under the terms of the coverage form, as amended by this endorsement.

- d. **Additional Condition** 2.c. of the coverage form is deleted and the following substituted:

c. **Indemnification:** We will indemnify you or any of your officials who are required by law to give bonds for the faithful performance of their service against loss through the failure of any "employee" under the supervision of that official to faithfully perform his or her duties as prescribed by law, when such failure has as its direct and immediate result a loss of your covered property.

Named Insured:
HARRIS COUNTY ESD #1

Policy Number: VFNU-TR-0001761-04/000
Policy Period: From 01-01-2024
To 01-01-2025

AUTO COVERAGE PART DECLARATIONS

ITEM ONE: Named Insured - Refer to the Common or Auto Policy Declarations

ITEM TWO: Coverage and Covered Autos

This coverage part provides only those coverages activated by a Covered Auto Symbol or a Premium shown below:

Coverage	Covered Auto Symbols	Limit of Insurance (this is the most we will pay for any one accident or loss)	Premium
Covered Autos Liability (combined single limit)	8,9	\$1,000,000 each accident	\$184
Personal Injury Protection (PIP) (or equivalent no-fault coverage)	N/A	Refer to ITEM THREE and each PIP or added PIP endorsement	
Added Personal Injury Protection (or equivalent added no-fault coverage)	N/A	Separately stated in each added PIP endorsement	
Property Protection Insurance (Michigan Only)	N/A	Separately stated in the P.P.I. endorsement minus Ded. for each accident	
Auto Medical Payments	N/A	Each Insured	
Medical Expense and Income Loss Benefits (Virginia only)	N/A	Separately stated in each Medical Expense and Income Loss Benefits endorsement	
Uninsured Motorists (UM)	N/A	Refer to ITEM THREE and the Uninsured Motorists endorsement	
Underinsured Motorists (UIM) (when not included in UM coverage)	N/A	Refer to ITEM THREE and the Underinsured Motorists endorsement	
Physical Damage – Comprehensive	N/A	Refer to ITEM THREE and ITEM FOUR (if applicable)	
Physical Damage – Specified Causes of Loss	N/A		
Physical Damage – Collision	N/A		
Physical Damage – Towing and Labor	N/A	Refer to ITEM THREE	
Other Auto Coverages			
Estimated Coverage Part Premium:			\$250.00
Taxes, Fees and Surcharges:			
Total Premium:			\$250.00

Named Insured:
HARRIS COUNTY ESD #1

Policy Number: VFNU-TR-0001761-04/000
Policy Period: From 01-01-2024
To 01-01-2025

ITEM THREE: Schedule of Your Auto Coverage

Auto Schedule Summary

Veh. Year Num.	Make	Model	PE Code	V.I.N.	Value
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Named Insured:
HARRIS COUNTY ESD #1

Policy Number: VFNU-TR-0001761-04/000
Policy Period: From 01-01-2024
To 01-01-2025

Vehicle #

Insured's #:
Insured Entity:

Year:
Make:
Model:
V.I.N.:
Valuation:

Use:
Class Code:
State:
Territory:

Coverages:	<u>Limit of Insurance</u>	<u>Deductible</u>	<u>Premium</u>
Covered Autos Liability (combined single limit)			
Personal Injury Protection (PIP)			
Added Personal Injury Protection			
Property Protection Insurance (MI only)			
Auto Medical Payments			
Medical Exp. And Income Loss			
Benefits (VA only)			
Uninsured Motorists (UM)			
Underinsured Motorists (UIM)			
Physical Damage – Comprehensive			
Physical Damage – Specified Causes of Loss			
Physical Damage – Collision			
Physical Damage – Towing and Labor			
Other Auto Coverages			
Total:			

Vehicle #

Insured's #:
Insured Entity:

Year:
Make:
Model:
V.I.N.:
Valuation:

Use:
Class Code:
State:
Territory:

Coverages:	<u>Limit of Insurance</u>	<u>Deductible</u>	<u>Premium</u>
Covered Autos Liability (combined single limit)			
Personal Injury Protection (PIP)			
Added Personal Injury Protection			
Property Protection Insurance (MI only)			
Auto Medical Payments			
Medical Exp. And Income Loss			
Benefits (VA only)			
Uninsured Motorists (UM)			
Underinsured Motorists (UIM)			
Physical Damage – Comprehensive			
Physical Damage – Specified Causes of Loss			
Physical Damage – Collision			
Physical Damage – Towing and Labor			
Other Auto Coverages			
Total:			

Named Insured:
HARRIS COUNTY ESD #1

Policy Number: VFNU-TR-0001761-04/000
Policy Period: From 01-01-2024
To 01-01-2025

ITEM FOUR: Hired, Borrowed, and Commandeered Coverage (if applicable)

Covered Autos Liability Coverage
Rating Basis, Cost of Hire

State	Estimated Cost of Hire for Each State	Rate Per Each \$100 Cost of Hire	Factor (If Liability Coverage is Primary)	Premium
TX	IF ANY	\$2.752		\$92
TOTAL HIRED AUTO PREMIUM:				\$92

Covered Autos Liability Coverage
Rating Basis, Number of Days-
(For Mobile or Farm Equipment – Rental Period Basis)

State	Estimated Number of Days Equipment Will Be Rented	Base Premium	Factor	Premium
TOTAL HIRED AUTO PREMIUM:				

State:

Physical Damage

Coverage	Valuation and Deductible	Estimated Cost of Hire	Premium
Comprehensive	Actual cash value or the cost of repair, whichever is less, minus a deductible for each covered auto		
Collision	Actual cash value or the cost of repair, whichever is less, minus a deductible for each covered auto		

Such insurance as is afforded by hired auto physical damage coverage also applies to autos you Commandeer.

Named Insured:
HARRIS COUNTY ESD #1

Policy Number: VFNU-TR-0001761-04/000
Policy Period: From 01-01-2024
To 01-01-2025

ITEM FIVE: Non-Ownership Liability

Named Insured's Business	Rating Basis	Number	Premium
EMERGENCY SERVICE ORGANIZATION	Number of volunteers/employees	1	\$92
Extended coverage			INCL

Auto Forms

See Schedule of Forms and Endorsements

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

AUTO LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

1. The following revisions are made to **Section II - Covered Autos Liability Coverage** and **Section IV - Business Auto Conditions**:

VOLUNTEERS, EMPLOYEES, AND ELECTED OR APPOINTED OFFICIALS AS INSURED - NON-OWNED AUTO LIABILITY COVERAGE

- a. **Coverage A.1., Who Is An Insured**, under **Section II - Covered Autos Liability Coverage** is modified by the addition of paragraphs **d.**, **e.** and **f.**, as follows:
 - d. Any volunteer or "employee" of yours while using a covered "auto" you don't own, hire or borrow, while performing duties related to the conduct of your business. Anyone else who furnished that "auto" is also an "insured".
 - e. Your elected or appointed officials while using a covered "auto" you don't own, hire or borrow, while performing duties related to the conduct of your business. Anyone else who furnished that "auto" is also an "insured".
 - f. Your commissions, authorities, boards or agencies, their commissioners, officers and members while using a covered "auto" you don't own, hire or borrow, but only while acting within the authority granted by you and only while performing duties related to the conduct of your business. Anyone else who furnished that "auto" is also an "insured".

OWNER OF TEMPORARY SUBSTITUTE AUTO AS AN INSURED - PRIMARY BASIS

- b. **Coverage A.1., Who Is An Insured**, under **Section II - Covered Autos Liability Coverage** is modified by the addition of paragraph **g.**, as follows:
 - g. The owner or anyone else from whom you rent, lease or borrow a substitute "auto" is an "insured" but only for that covered "auto". The substitute must be for a similar scheduled "auto" which is out of normal use because of its breakdown, repair, servicing, loss or destruction.
- c. The following paragraph is added to **B.5., Other Insurance of Section IV - Business Auto Conditions**:
 - e. Notwithstanding condition **5.a.** and **5.d.** above, a substitute "auto" as described under paragraph **g.** of **Section II - Covered Autos Liability Coverage, Coverage A.1., Who Is An Insured**, is deemed a covered "auto" you own. This coverage form provides primary insurance with no consideration of or contribution from other insurance for such "auto".

OWNER OF COMMANDEERED AUTO AS AN INSURED - PRIMARY BASIS

- d. **Coverage A.1., Who Is An Insured**, under **Section II - Covered Autos Liability Coverage** is modified by the addition of paragraph h., as follows:
 - h. The owner of a “commandeered auto” is an “insured” while the “auto” is in your temporary care, custody or control and is being used as part of an “emergency situation”.
- e. The following paragraph is added to **B.5., Other Insurance of Section IV - Business Auto Conditions**:
 - f. Notwithstanding condition **5.a.** and **5.d.** above, a “commandeered auto” is deemed a covered “auto” you own. This coverage form provides primary insurance with no consideration of or contribution from other insurance for such “auto”.

2. The following revisions are made to **Section II - Covered Autos Liability Coverage:**

ADDITIONAL INSURED - AUTOMATIC STATUS

- a. **Coverage A.1., Who Is An Insured**, is modified by the addition of paragraph i., as follows:
 - i. Any person or organization for whom you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional “insured” on your policy, but only to the extent that person or organization qualifies as an “insured” under **Coverage A.1., Who Is An Insured**.

Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional “insured” whether primary, excess, contingent or on any other basis unless a written contract or agreement specifically requires that this insurance be primary in which case any other insurance available to the additional “insured” shall be considered excess and non-contributing.

ADDITIONAL EXPENSES YOU INCUR AT OUR REQUEST

- b. **Coverage A.2.a.(4), Coverage Extensions, Supplementary Payments**, is replaced by the following:
 - (4) All reasonable expenses incurred by the “insured” at our request, including actual loss of earnings up to \$300 a day because of time off from work.

EXPECTED OR INTENDED INJURY

- c. **Exclusion B.1., Expected Or Intended Injury**, is replaced by the following:
“Bodily injury” or “property damage” expected or intended from the standpoint of the “insured”. This exclusion does not apply to expected or intended “bodily injury” or “property damage” resulting from actions taken to protect persons or property and arising out of the use of a covered “auto”.

BODILY INJURY TO VOLUNTEER EMERGENCY SERVICE PROVIDERS

- d. **Exclusion B.4., Employee Indemnification And Employer's Liability**, is amended by the addition of paragraphs c. and d., as follows:
 - c. Any volunteer, if you provide or are required to provide any benefits for such volunteer under any Workers' Compensation or disability benefits law or under any similar law.
 - d. The spouse, child, parent, brother or sister of that volunteer as a consequence of paragraph c. above.

BODILY INJURY TO FELLOW VOLUNTEERS OR EMPLOYEES

- e. **Exclusion B.5., Fellow Employee**, is deleted.

3. The following revision is made to **Section IV - Business Auto Conditions:**

KNOWLEDGE OF ACCIDENT

The following paragraph is added to Paragraph **A.2. Duties In The Event Of Accident, Claim, Suit Or Loss:**

- d. The failure of any agent, volunteer or “employee” of the “insured”, other than an “employee” authorized by you to give or receive notice of an “accident”, claim, “suit” or “loss”, to notify us of any “accident” of which he or she has knowledge, shall not invalidate insurance afforded by this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**WAIVER OF GOVERNMENTAL OR CHARITABLE IMMUNITY
ENDORSEMENT – PROPERTY DAMAGE**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

We will waive, both in the adjustment of claims and in the defense of any "property damage" suit against the "insured", any charitable or governmental immunity of the "insured", unless the "insured" requests in writing that we not do so.

Waiver of immunity as a defense will not subject us to liability for any portion of a claim or judgment in excess of the applicable limit of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

CARE, CUSTODY OR CONTROL EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

LIABILITY COVERAGE is changed as follows:

B. Exclusion 6., CARE CUSTODY OR CONTROL, is deleted and replaced by:

6. CARE, CUSTODY OR CONTROL

This insurance does not apply to "property damage" to or "covered pollution cost or expense" involving property owned, transported by, or in the care, custody or control of the Named Insured.

The exclusion does not apply to "property damage" to a building and its contents or garage and its contents rented to, used by, or in the care, custody or control of the Named Insured. This exclusion also does not apply to property owned by an "insured" other than the Named Insured or to property transported by or in the care, custody or control of an "insured."

The amount payable for "property damage" to a building and its contents or garage and its contents, rented to, used by, or in the care, custody or control of the Named Insured will be subject to a \$250 deductible.

This exclusion does not apply to liability assumed under a sidetrack agreement.

The provisions of this endorsement are subject to item B.5., OTHER INSURANCE, included as a part of BUSINESS AUTO CONDITIONS.

Authorized Agent

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

COMMANDEERED AUTO DEFINITION ENDORSEMENT

Named Insured HARRIS COUNTY ESD #1	Endorsement Number
Policy Number VFNU-TR-0001761-04/000	Endorsement Effective 01/01/24
Countersigned by (Authorized Representative)	

The above is required to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SECTION V - DEFINITIONS

The following definition is added:

“Commandeered auto” means an “auto” belonging to someone else that you seize, confiscate or take arbitrarily by force, into your temporary care, custody or control while using it as part of an “emergency situation.” “Commandeered auto” does not include an “auto” owned by or available to an employee or volunteer of your organization from whom you have tacit approval to use the “auto”.

“Emergency Situation” means an unexpected situation demanding immediate official action.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CLAIM-FREE DEDUCTIBLE WAIVER – AUTO PHYSICAL DAMAGE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The following revisions are made to **Section III - Physical Damage Coverage**:

DEDUCTIBLE WAIVER

The following is added to paragraph **D. Deductible**:

If the policy's loss history reflects "three consecutive years of no losses" with respect to the Physical Damage Coverage of this Coverage Part, we will waive up to \$1,000 of the single largest deductible, if any, that is applicable to the first subsequent "loss" under the Physical Damage Coverage of this Coverage Part.

1. "Three consecutive years of no losses" means three successive full policy periods when you were insured with us continuously and we have recorded no claims with a date of loss during that period, apart from any claims that were closed without an indemnity payment for any reason.
2. This provision can be applied to "loss" under this Coverage Part no more than once in any policy period.
3. If the deductible qualifying under this provision is greater than \$1,000, that deductible amount will be reduced by \$1,000 for the first subsequent "loss" under the Physical Damage Coverage of this Coverage Part.

BUSINESS AUTO COVERAGE FORM

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

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

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

SECTION I – COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5	Owned "Autos" Subject To No-fault	Only those "autos" you own that are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have no-fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Non-owned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households but only while used in your business or your personal affairs.

19	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.
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B. Owned Autos You Acquire After The Policy Begins

1. If Symbols **1, 2, 3, 4, 5, 6** or **19** are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol **7** is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
 - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Covered Autos Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Covered Autos Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. "Loss"; or
 - e. Destruction.

SECTION II – COVERED AUTOS LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Covered Autos Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - (1) The owner or anyone else from whom you hire or borrow a covered "auto".

This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

- (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
- (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
- (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company) or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
- (5) A partner (if you are a partnership) or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

2. Coverage Extensions

a. Supplementary Payments

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

b. Out-of-state Coverage Extensions

While a covered "auto" is away from the state where it is licensed, we will:

- (1) Increase the Limit of Insurance for Covered Autos Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That the "insured" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
 - (1) Employment by the "insured"; or
 - (2) Performing the duties related to the conduct of the "insured's" business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

"Bodily injury" to:

- a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or
- b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph a. above.

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or

- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

9. Operations

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

- a. Any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment"; or
- b. Machinery or equipment that is on, attached to or part of a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph a. or b. above.

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

- (1) When all of the work called for in your contract has been completed;
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site; or
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

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

11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

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

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

12. War

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

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit Of Insurance for Covered Autos Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

SECTION III – PHYSICAL DAMAGE COVERAGE

A. Coverage

1. We will pay for "loss" to a covered "auto" or its equipment under:

a. Comprehensive Coverage

From any cause except:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

b. Specified Causes Of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

c. Collision Coverage

Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

2. Towing

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$20 per day, to a maximum of \$600, for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicates that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicates that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

- (3) Collision only if the Declarations indicates that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War Or Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.

3. We will not pay for "loss" due and confined to:
 - a. Wear and tear, freezing, mechanical or electrical breakdown.
 - b. Blowouts, punctures or other road damage to tires.

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

4. We will not pay for "loss" to any of the following:
 - a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.

- b. Any device designed or used to detect speed-measuring equipment, such as radar or laser detectors, and any jamming apparatus intended to elude or disrupt speed-measuring equipment.

- c. Any electronic equipment, without regard to whether this equipment is permanently installed, that reproduces, receives or transmits audio, visual or data signals.

- d. Any accessories used with the electronic equipment described in Paragraph c. above.

5. Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- a. Permanently installed in or upon the covered "auto";

- b. Removable from a housing unit which is permanently installed in or upon the covered "auto";

- c. An integral part of the same unit housing any electronic equipment described in Paragraphs a. and b. above; or

- d. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

6. We will not pay for "loss" to a covered "auto" due to "diminution in value".

C. Limits Of Insurance

1. The most we will pay for:

- a. "Loss" to any one covered "auto" is the lesser of:

- (1) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

- (2) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

- b. All electronic equipment that reproduces, receives or transmits audio, visual or data signals in any one "loss" is \$1,000, if, at the time of "loss", such electronic equipment is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

- (2) Removable from a permanently installed housing unit as described in Paragraph **b.(1)** above; or
 - (3) An integral part of such equipment as described in Paragraphs **b.(1)** and **b.(2)** above.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
 3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

SECTION IV – BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
 - (1) How, when and where the "accident" or "loss" occurred;

- (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, you and any other involved "insured" must:
 - (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
 - (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
 - (4) Authorize us to obtain medical records or other pertinent information.
 - (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

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

- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
- (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
- (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
- (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Covered Autos Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

4. Loss Payment – Physical Damage Coverages

At our option, we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Other Insurance

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own; or
- (2) Primary while it is connected to a covered "auto" you own.

- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".

- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- (1) The United States of America;
- (2) The territories and possessions of the United States of America;
- (3) Puerto Rico;
- (4) Canada; and
- (5) Anywhere in the world if a covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less,

provided that the "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada, or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us applies to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

SECTION V – DEFINITIONS

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. "Auto" means:
 1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or

2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these.
- D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

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

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

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

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraph **6.b.** or **6.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

- E.** "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
- F.** "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- G.** "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.
- H.** "Insured contract" means:
1. A lease of premises;
 2. A sidetrack agreement;
 3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; or
6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
 - b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
 - c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- I.** "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- J.** "Loss" means direct and accidental loss or damage.
- K.** "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 2. Vehicles maintained for use solely on or next to premises you own or rent;
 3. Vehicles that travel on crawler treads;

4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;
5. Vehicles not described in Paragraph 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers; or
6. Vehicles not described in Paragraph 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
 - a. Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing; or
 - (3) Street cleaning;
 - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well-servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

- L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- M. "Property damage" means damage to or loss of use of tangible property.
- N. "Suit" means a civil proceeding in which:
 1. Damages because of "bodily injury" or "property damage"; or
 2. A "covered pollution cost or expense";
 to which this insurance applies, are alleged.
 "Suit" includes:
 - a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.
- O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- P. "Trailer" includes semitrailer.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS CHANGES

For a covered "auto" licensed or principally garaged in Texas, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

A. Changes In Physical Damage Coverage

1. The following exclusion is added to Paragraph **B. Exclusions** in the **Physical Damage Coverage** section:

We will not pay for "loss" due to or as a consequence of a seizure of a covered "auto" by federal or state law enforcement officers as evidence in a case against you under the Texas Controlled Substances Act or the federal Controlled Substances Act if you are convicted in such case.

2. Paragraphs **C.2.** and **C.3.** of the **Limit Of Insurance** provision under **Physical Damage Coverage** do not apply.
3. Paragraph **D. Deductible** in the **Physical Damage Coverage** section is amended by the addition of the following:

At the mutual agreement of you and us, we will not apply the deductible to "loss" to glass, if the glass is repaired rather than replaced.

B. Changes In Conditions

The following condition is added:

Claim-handling Procedures

1. Within 15 days after we receive written notice of a claim, we will:
 - a. Acknowledge receipt of the claim. If we do not acknowledge receipt of the claim in writing, we will keep a record of the date, method and content of the acknowledgment;
 - b. Begin any investigation of the claim; and

- c. Specify the information you must provide in accordance with Paragraph **b.** of the Duties Condition.

We may request more information at a later date, if during the investigation of the claim such additional information is necessary.

2. After we receive the information we request, we will notify you in writing as to whether:
 - a. The claim will be paid;
 - b. The claim has been denied, and inform you of the reasons for denial;
 - c. More information is necessary; or
 - d. We need additional time to reach a decision. If we need additional time, we will inform you of the reasons for such need.

We will provide notification, as described in **2.a.** through **2.d.** above, within:

- a. 15 "business days"; or
- b. 30 days if we have reason to believe the "loss" resulted from arson.

If we have notified you that we need additional time to reach a decision, we must then either approve or deny the claim within 45 days of such notice.

3. If a claim results from a weather-related catastrophe or a major natural disaster as defined by the Texas Department of Insurance, the claim-handling deadlines described above are extended for an additional 15 days.
4. If we notify you that we will pay your claim, or part of your claim, we will pay within five "business days" after we notify you.

However, if payment of the claim or part of the claim is conditioned on your compliance with any of the terms under this Policy, we will make payment within five "business days" after the date you have complied with such terms.

5. We will notify the first Named Insured in writing of:
 - a. An initial offer to settle a claim made or "suit" brought against any "insured" under Covered Autos Liability Coverage of this Policy. The notice will be given no later than the 10th day after the date on which the offer is made.
 - b. Any settlement of a claim made or "suit" brought against the "insured" under Covered Autos Liability Coverage of this Policy. The notice will be given not later than the 30th day after the date of settlement.

As used in this condition, "business day" means a day other than Saturday, Sunday or a holiday recognized by the state of Texas.

C. Changes In Uninsured/Underinsured Motorists Coverage

All references to "Uninsured Motorists Coverage" in the title or text of any Coverage Form or endorsement thereto are changed to read "Uninsured/Underinsured Motorists Coverage".

D. Changes In Trailer Interchange Coverage

The following exclusion is added to Paragraph **B. Exclusions of Section III – Trailer Interchange Coverage** in the Motor Carrier Coverage Form and to Paragraph **B.2. Exclusions** of the Motor Carrier Endorsement if attached:

Texas Controlled Substance Act

We will not pay for "loss" due to or as a consequence of a seizure of a covered "auto" by federal or state law enforcement officers as evidence in a case against you under the Texas Controlled Substances Act or the federal Controlled Substances Act if you are convicted in such case.

E. Changes In Garagekeepers Coverage

If the Garagekeepers Coverage Endorsement or the Garagekeepers Coverage – Customers' Sound-receiving Equipment endorsement is attached, the following exclusion is added:

Texas Controlled Substance Act

We will not pay for "loss" due to or as a consequence of a seizure of a covered "auto" by federal or state law enforcement officers as evidence in a case against you under the Texas Controlled Substances Act or the federal Controlled Substances Act if you are convicted in such case.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – BODILY INJURY TO VOLUNTEERS AND FELLOW EMPLOYEES

This endorsement modifies insurance provided under the following:

AUTO LIABILITY EXTENSION ENDORSEMENT (AU1003)

AUTO LIABILITY EXTENSION ENDORSEMENT EMERGENCY SERVICE ORGANIZATIONS (AU1023)

The paragraphs titled **“BODILY INJURY” TO VOLUNTEER EMERGENCY SERVICE PROVIDERS** and **“BODILY INJURY” TO FELLOW VOLUNTEERS OR EMPLOYEES** are hereby deleted from endorsement AU1003 or AU1023.

The following exclusion is added:

This insurance does not apply to “bodily injury” to any volunteer firefighter or other volunteer worker of the “insured” if sustained while such person is using or maintaining a covered “auto” or is otherwise engaged in other volunteer firefighting, rescue squad or ambulance corps operations of the “insured”.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROFESSIONAL SERVICES NOT COVERED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

Covered Autos Liability Coverage is changed by adding the following exclusions:

This insurance does not apply to:

1. "Bodily injury" resulting from the providing or the failure to provide any medical or other professional services.
2. "Bodily injury" resulting from food or drink furnished with these services.
3. "Bodily injury" or "property damage" resulting from the handling of corpses.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS ABUSE OR MOLESTATION EXCLUSION FOR COVERED AUTOS LIABILITY EXPOSURE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

The following exclusion is added to **Covered Autos Liability Coverage**:

Abuse Or Molestation For Covered Autos Liability Exposure

This insurance does not apply to damages arising out of the actual, alleged or threatened abuse or molestation, including but not limited to sexual abuse or sexual molestation, of any person committed by anyone.

For the purposes of this endorsement, abuse means an act which is committed with the intent to cause harm.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLLUTION LIABILITY – BROADENED COVERAGE FOR COVERED AUTOS – BUSINESS AUTO AND MOTOR CARRIER COVERAGE FORMS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

A. Covered Autos Liability Coverage is changed as follows:

1. Paragraph **a.** of the **Pollution** Exclusion applies only to liability assumed under a contract or agreement.
2. With respect to the coverage afforded by Paragraph **A.1.** above, Exclusion **B.6. Care, Custody Or Control** does not apply.

B. Changes In Definitions

For the purposes of this endorsement, Paragraph **D.** of the **Definitions** Section is replaced by the following:

- D.** "Covered pollution cost or expense" means any cost or expense arising out of:
1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

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

- a.** Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- b.** After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

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

- (1)** The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2)** The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

Named Insured:
HARRIS COUNTY ESD #1

Policy Number: VFNU-TR-0001761-04/000
Policy Period: From 01-01-2024
To 01-01-2025

GENERAL LIABILITY COVERAGE PART DECLARATIONS

Limits of Insurance

Each Occurrence or Medical Incident	\$ 1,000,000	
Medical Expense	\$ 10,000	Any One Person
Personal & Advertising Injury	\$ 1,000,000	
General Aggregate	\$ 10,000,000	
Products - Completed Operations Aggregate	\$ 10,000,000	
Products - Completed Operations are subject to the General Aggregate limit unless indicated otherwise		
Employers' Liability	NOT COVERED	
Bodily Injury by Accident	\$	Each Accident
Bodily Injury by Disease	\$	Policy Limit
Bodily Injury by Disease	\$	Each Employee or Volunteer

Estimated Coverage Part Premium: \$ 1,091.00

Taxes, Fees and Surcharges:

Total Premium: \$ 1,091.00

General Liability Forms

See Schedule of Forms and Endorsements.

EMERGENCY SERVICE ORGANIZATION GENERAL LIABILITY COVERAGE FORM

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

Throughout this coverage part the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this coverage part. The words "we", "us" and "our" refer to the company providing this insurance. The word "insured" means any person or organization qualifying as such under **Section II. Who Is An Insured.**

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

SECTION I. COVERAGES

Coverage A. Bodily Injury and Property Damage Liability

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:
 - (1) The amount we will pay for damages is limited as described in **SECTION III. LIMITS OF INSURANCE**; and
 - (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under **Coverages A, B or C** or medical expenses under **Coverage D.**No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS – Coverages A, B AND C.**
- b. This insurance applies to "bodily injury" and "property damage" only if:
 - (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - (2) The "bodily injury" or "property damage" occurs during the policy period; and
 - (3) Prior to the policy period, no officer, director, commissioner or trustee, and no volunteer or "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew or had reason to know that the "bodily injury" or "property damage" had occurred, in whole or in part. If any such persons knew or had reason to know, prior to the policy period, that the "bodily injury" or "property damage" occurred in whole or in part, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known to have occurred prior to the policy period.
- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed in paragraph b.(3) above, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed in paragraph b.(3) above:
 - (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions Applicable to Coverage A

This insurance does not apply to:

a. Expected or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to expected or intended "bodily injury" or "property damage" resulting from reasonable actions taken to protect persons or property.

b. Contractual Liability

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

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement.
Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Workers' Compensation and Similar Laws

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

d. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of employment by the insured, or performing duties related to the conduct of the insured's business; or
- (2) Any volunteer, if you provide or are required to provide any benefits for such volunteer under any workers' compensation law, disability benefits law, or any similar law; or
- (3) The spouse, child, parent, brother or sister of that "employee" or volunteer as a consequence of paragraph (1) or (2) above.

This exclusion applies:

- (a) Whether the insured may be liable as an employer or in any other capacity; and
- (b) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

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

e. Pollution

Any injury, damage, expense, cost, loss, liability or legal obligation arising out of or in any way related to pollution, however caused. Pollution includes the actual, alleged, or potential presence in or introduction into the environment of any substance if such substance has, or is alleged to have, the effect of making the environment impure, harmful or dangerous. Environment includes any air, land, structure (or the air therein), watercourse or other body of water, including underground water. This exclusion does not apply to:

- (1) "Emergency operations" conducted away from premises owned by or rented to you or any fire department, hazardous materials unit, first aid squad, ambulance squad or rescue squad qualifying as an insured under this coverage part; or
- (2) "Training operations"; or
- (3) Water runoff from the cleaning of equipment used in "emergency operations"; or
- (4) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot from equipment used to heat that building; or
- (5) "Bodily injury" or "property damage" caused by heat, smoke or fumes from a "hostile fire":
 - (a) At or from premises you own, rent or occupy; or
 - (b) At or from any site or "location" in connection with operations described in (1), (2) or (3) above; or
- (6) "Bodily injury" or "property damage" arising out of an "incident" originating from an "above ground storage tank" and caused by a "named peril" but only if you notify us of the "incident" as soon as practicable and not more than fourteen (14) days after the "incident" ends.

f. Asbestos

Any injury, damage, expense, cost, loss, liability or legal obligation arising out of or in any way related to asbestos or asbestos-containing materials, or exposure thereto, or for the costs of abatement, mitigation, removal, elimination or disposal of any of them. This exclusion does not apply to:

- (1) "Bodily injury" or "property damage" arising from; or
- (2) The costs of abatement, removal or disposal of:
asbestos released as a result of "emergency operations" or "training operations" away from premises which are either owned by, rented to, or occupied by any insured.

g. Lead, Electromagnetic Radiation, Nuclear

- (1) Any injury, damage, expense, cost, loss, liability or legal obligation arising out of or in any way related to:
 - (a) The toxic properties of lead, or any material or substance containing lead; or
 - (b) Electromagnetic radiation;
or exposure thereto, or for the costs of abatement, mitigation, removal, elimination or disposal of any of them.
- (2) Any loss, cost or expense arising out of any actual, alleged or threatened injury or damage to any person or property from any radioactive matter or nuclear material.

h. Aircraft, Auto or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading". This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is not being used to carry persons or property for a charge;
- (3) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (4) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or
- (5) A watercraft you own that is:

- (a) Powered by a motor or combination of motors of 100 horsepower or less; or
- (b) Not powered by a motor; or
- (c) A "personal watercraft".

i. Mobile Equipment

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

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

j. War

"Bodily injury" or "property damage", however caused, arising directly or indirectly out of:

- (1) War, including undeclared or civil war; or
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

k. Damage To Property

"Property damage" to:

- (1) Property you or any insured owns, rents, or occupies;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you or any insured;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented or loaned to you for a period of 30 or fewer consecutive days. The Each Occurrence or Medical Incident Limit shown in the Declarations will apply to this coverage.

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

Paragraph (4) of this exclusion does not apply to "property damage" to personal property belonging to anyone receiving service from any insured because of loss by theft, physical damage or disappearance of such property during the period when volunteers or "employees" of the insured arrive on the scene or while they are rendering service to others and ending when they either leave the scene, complete their service, or transfer care of a transported patient to others. This insurance does not apply to that portion of any loss for which the Named Insured has other valid and collectible insurance. The limit of the company's liability is the Each Occurrence or Medical Incident Limit stated in the Declarations, subject to a \$100 deductible each "occurrence".

Paragraphs (5) and (6) of this exclusion do not apply to "property damage" resulting from actions taken to protect persons or property.

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

I. Personal and Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

m. Abuse or Molestation

Damages arising out of:

- (1) The actual, alleged or threatened abuse or molestation, including but not limited to "sexual abuse" or sexual molestation, of any person committed by anyone; or
- (2) The negligent:
 - (a) Employment
 - (b) Investigation;
 - (c) Supervision;
 - (d) Reporting to the proper authorities, or failure to so report; or
 - (e) Retention;of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by (1) above.

However, this exclusion will not apply to the Named Insured if no officer, director, commissioner or trustee of the Named Insured knew or had reason to know of the abuse or molestation.

We will defend an insured, subject to the terms and conditions of this coverage form, for an otherwise covered civil action until either a judgement of final adjudication establishes abuse or molestation, or the insured confirms abuse or molestation.

Defense expenses are included within and shall reduce the applicable limit of insurance for abuse or molestation.

All claims arising out of an abuse or molestation act or a series of related abuse or molestation acts shall be deemed to be a single claim and shall be deemed to have been made at the time that the first of such claims is made against the insured.

n. Professional Health Care Services

Damages arising or allegedly arising out of providing or failing to provide "professional health care services".

o. Employment Practices

"Bodily injury" or "property damage" arising out of your "employment practices".

p. Product Recall

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

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

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

q. Perfluoroalkyl Or Polyfluoroalkyl Substance

Any injury, damage, expense, cost, loss, liability, or legal obligation arising out of, related to, or attributed in any way to, any "Perfluoroalkyl Or Polyfluoroalkyl Substance", regardless of any act, omission, or status of any insured or any other entity.

This exclusion does not apply to:

- (1) "Emergency operations" conducted away from premises owned by or rented to you or

- any fire department, hazardous materials unit, first aid squad, ambulance squad or rescue squad qualifying as an insured under this coverage part; or
- (2) Water runoff from the cleaning of equipment used in "emergency operations".

r. Unmanned Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance or use of an "unmanned aircraft" while:

- (1) Rented, leased or loaned to others without an operator who is your "employee" or "volunteer worker";
- (2) Used in any professional or organized racing or demolition contest or stunting activity, or while practicing or preparing for such contest or activity; or
- (3) Not used in the insured's operations.

Exclusions c. through r. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. The Each Occurrence or Medical Incident Limit shown in the Declarations will apply to this coverage.

Coverage B. Personal and Advertising Injury Liability

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE**; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under **Coverages A, B or C** or medical expenses under **COVERAGE D**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS – Coverages A, B AND C**.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions Applicable to Coverage B

This insurance does not apply to:

a. Knowing Violation of the Rights of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published with Knowledge of Its Falsity

"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior to the Policy Period

"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.

- d. **Criminal Acts**
"Personal and advertising injury" arising out of a criminal act committed by or at the direction of any insured.
- e. **Contractual Liability**
"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.
- f. **Breach of Contract**
"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".
- g. **Quality or Performance of Goods**
"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".
- h. **Wrong Description of Prices**
"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".
- i. **Infringement of Copyright, Patent, Trademark or Trade Secret**
"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.
- j. **Pollution**
"Personal and advertising injury" arising out of or in any way related to pollution, however caused. Pollution includes the actual, alleged, or potential presence in or introduction into the environment of any substance if such substance has, or is alleged to have, the effect of making the environment impure, harmful or dangerous. Environment includes any air, land, structure (or the air therein), watercourse or other body of water, including underground water.
- k. **Professional Health Care Services**
"Personal and advertising injury" arising or allegedly arising out of providing or failing to provide "professional health care services".
- l. **Employment Practices**
"Personal and advertising injury" arising out of your "employment practices".
- m. **Asbestos**
Any injury, expense, cost, loss, liability or legal obligation arising out of or in any way related to asbestos or asbestos-containing materials.
- n. **Lead, Electromagnetic Radiation, Nuclear**
 - (1) Any injury, expense, cost, loss, liability or legal obligation arising out of or in any way related to:
 - (a) The toxic properties of lead, or any material or substance containing lead; or
 - (b) Electromagnetic radiation;or exposure thereto, or for the costs of abatement, mitigation, removal, elimination or disposal of any of them.

(2) Any loss, cost or expense arising out of any actual, alleged or threatened injury to any person or property from any radioactive matter or nuclear material.

o. War

"Personal and advertising injury", however caused, arising directly or indirectly out of:

- (1) War, including undeclared or civil war; or
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Sexual Abuse

"Personal and advertising injury" arising out of the "sexual abuse" of any person.

Coverage C. Professional Health Care Liability

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of injury arising out of a "medical incident". We will have the right and duty to defend any claim or "suit" seeking those damages. We may at our discretion investigate any "medical incident" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in **SECTION III. LIMITS OF INSURANCE**; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided under **SUPPLEMENTARY PAYMENTS – Coverages A, B AND C** or medical expenses under **COVERAGE D**.

b. This insurance applies only if the damages are caused by a "medical incident" that takes place:

- (1) During the policy period; and
- (2) In the "coverage territory".

2. Exclusions Applicable to Coverage C

All exclusions under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** apply to this **COVERAGE C**, except that exclusion n. **Professional Health Care Services** under **COVERAGE A** shall not apply.

All exclusions under **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY** apply to this **COVERAGE C**, except that exclusion k. **Professional Health Care Services** under **COVERAGE B** shall not apply.

In addition, this insurance does not apply to:

a. Medical Command via Telecommunications Device

Any physician providing or failing to provide on-line medical direction or medical command via telecommunication to emergency medical personnel.

b. Criminal Acts

Injury arising out of a criminal act (except for "sexual abuse") committed by the insured or anyone for whom the insured is legally responsible. However, we will defend the insured for covered civil action subject to the other terms of this coverage part until either a judgment or final adjudication establishes such act, or the insured confirms such act.

Coverage D. Medical Expense

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;provided that:
 - (a) The accident takes place in the "coverage territory" and during the policy period;
 - (b) The expenses are incurred and reported to us within one year of the date of the accident; and
 - (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
 - (1) First aid administered at the time of an accident;
 - (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions Applicable to Coverage D

We will not pay expenses for "bodily injury":

- a. **Any Insured**
To any insured.
- b. **Hired Person**
To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. **Injury on Normally Occupied Premises**
To a person injured on that part of premises you own or rent that the person normally occupies.
- d. **Workers' Compensation and Similar Laws**
To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.
- e. **Athletic Activities**
To a person injured while taking part in athletics.
- f. **Products – Completed Operations Hazard**
Included within the "products-completed operations hazard".
- g. **Professional Health Care Services**
To any person for "professional health care services" provided by you.

h. Coverage A

Excluded under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY.**

Supplementary Payments – Coverages A, B and C

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability coverage applies. We do not have to furnish these bonds.
 - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$300 a day because of time off from work.
 - e. All costs taxed against the insured in the "suit".
 - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
 - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
 - e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
 - f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as **SUPPLEMENTARY PAYMENTS**. Notwithstanding the provisions of paragraph 2.b.(2) of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as **SUPPLEMENTARY PAYMENTS** ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in paragraph f. above, are no longer met.

SECTION II. WHO IS AN INSURED

1. If you are:
 - a. An organization other than a partnership, joint venture or limited liability company, you are an insured.
 - b. A partnership or joint venture, you are an insured. Your members and your partners are also insureds, but only within the course and scope of your operations.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only within the course and scope of your operations. Your managers are insureds, but only within the course and scope of your operations.
2. In addition to you, each of the following is an insured:
 - a. **Volunteers and Employees.** Your volunteers, "employees", elected or appointed officers, directors, commissioners or trustees, but only for acts within the course and scope of their employment by you, membership with you or authorized duties on your behalf.
 - b. **Medical Directors.** Physicians who are your medical directors, but only for acts within the course and scope of their medical director duties on your behalf.
 - c. **Good Samaritans.** Your volunteers, "employees", elected or appointed officers, directors, commissioners or trustees while acting as a Good Samaritan independently of his or her activities on your behalf, but only when he or she encounters the scene of an emergency requiring sudden action. In no event will such person who responds to the scene of an emergency with or for any other emergency service organization be an insured.
 - d. **Owners of Commandeered Equipment.** The owner of commandeered equipment other than an "auto" is an insured while the equipment is in your temporary care, custody or control and is being used as part of an "emergency operation".
 - e. **Real Estate Managers.** Any person or any organization while acting as your real estate manager.
 - f. **Blanket Additional Insureds.** Any person or organization required to be an additional insured under an "insured contract", if agreed to by you prior to the "bodily injury", "property damage", "personal and advertising injury", or "medical incident", but only with respect to liability arising out of your premises or operations and caused in whole or in part by your acts or omissions or the acts or omissions of those acting on your behalf.

3. **Mobile Equipment.** With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to "property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.
4. **New Organizations.** Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. **COVERAGE A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization;
 - c. **COVERAGE B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization; and
 - d. **COVERAGE C** does not apply to a "medical incident" that took place before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III. LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under **Coverage D**;
 - b. Damages under **Coverage A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
 - c. Damages under **Coverage B**; and
 - d. Damages under **Coverage C**;for each Named Insured shown in the Declarations and each "location" owned by or rented to you.
3. The Products - Completed Operations Aggregate Limit is the most we will pay under **Coverage A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard", for each Named Insured shown in the Declarations.
4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under **Coverage B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to 2. or 3. above, whichever applies, the Each Occurrence or Medical Incident Limit is the most we will pay for the sum of:
 - a. Damages under **Coverages A and C**; and
 - b. Medical expenses under **Coverage D**;because of all "bodily injury" and "property damage" arising out of any one "occurrence" and all damages arising out of any one "medical incident".

6. Subject to 5. above, the Each Occurrence or Medical Incident Limit is the most we will pay under **Coverage A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to 5. above, the Medical Expense Limit is the most we will pay under **Coverage D** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this coverage part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV. CONDITIONS

The following conditions apply in addition to the Common Policy Conditions.

1. Bankruptcy

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

2. Duties in the Event of an Occurrence, Offense, Medical Incident, Claim or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence", offense or "medical incident" which may result in a claim or "suit". To the extent possible, notice should include:
 - (1) How, when and where the "occurrence", offense or "medical incident" took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence", offense or "medical incident".
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.
- e. If you report an "occurrence", offense or "medical incident" to an insurer providing other than General Liability insurance, which later develops into a General Liability claim covered under this coverage part, failure to report such "occurrence", offense or "medical incident" to us at the time of the "occurrence", offense or "medical incident" shall not be deemed in violation of these conditions. However, you shall give notification to us, as soon as is reasonably possible, that the "occurrence", offense or "medical incident" is a General Liability claim.

- f. Knowledge of an “occurrence”, offense or “medical incident” by any of your agents, volunteers or “employees” shall not constitute knowledge by you unless one of your officers or anyone responsible for administering your insurance program has received a notification from the agent, volunteer or “employee”.

3. Legal Action Against Us

No person or organization has a right under this coverage part:

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

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

4. Other Insurance

If other valid and collectible insurance is available to the insured volunteer, “employee”, elected or appointed officer, director, commissioner, trustee, medical director or owner of commandeered equipment for a loss we cover under **Coverages A, B or C** of this form, our insurance is primary, with no consideration or contribution with other insurance, except with respect to any medical malpractice liability insurance available to a physician who is acting on your behalf by providing on-site medical treatment of a person. With respect to said medical malpractice liability insurance, our insurance is excess over that coverage.

If other valid and collectible insurance is available to the insured, other than volunteers, “employees”, elected or appointed officers, directors, commissioners, trustees, medical directors or owners of commandeered equipment, for a loss we cover under **Coverages A, B or C** of this form, our obligations are limited as follows:

- a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

- b. Excess Insurance

This insurance is excess over:

(1) Any of the other insurance, whether primary, excess, contingent or on any other basis:

- (a) That is fire, extended coverage, builder's risk, installation risk or similar coverage for "your work";
- (b) That is fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
- (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;
- (d) That is insurance covering your liability for “bodily injury” or “property damage” arising out of the providing, serving or selling of alcoholic beverages to others;

- (e) That is insurance covering your liability for "bodily injury" or "property damage" arising out of the igniting or discharging of fireworks, including but not limited to firecrackers, aerial or ground displays, in conjunction with any demonstration or show conducted or sponsored by you. However, this coverage shall not be excess should the "bodily injury" or "property damage" result from an emergency response you provide in response to an emergency arising out of fireworks; or
 - (f) If the loss arises out of the maintenance or use of aircraft or watercraft to the extent not subject to exclusion h. of **Coverage A. Bodily Injury And Property Damage Liability**.
- (2) Any other primary insurance, including pools or self-insurance, covering your liability for damages arising out of the premises or operations for which you have been added as an additional insured.

When this insurance is excess, we will have no duty under **Coverages A, B or C** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

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

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

We will share the remaining loss, if any, with any other insurance that is not described in this excess insurance provision and was not bought specifically to apply in excess of the limits of insurance shown in the Declarations of this coverage part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, 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.

5. Representations

By accepting this policy, you agree:

- a. The information in the Declarations is accurate and complete;
- b. The information is based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

Your failure to disclose all hazards existing as of the inception date of the policy shall not prejudice you with respect to the coverage afforded, provided such failure or omission is not intentional. This coverage part is void if any material fact or circumstance relating to this insurance is intentionally omitted or misrepresented.

6. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this coverage part to the first Named Insured, this insurance applies:

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

7. Transfer of Rights of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this coverage part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

8. When We Do Not Renew

If we decide not to renew this coverage part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date. If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V. DEFINITIONS

1. "Above ground storage tank" means a tank that is located at your premises and:
 - a. Is designed and used to contain a "petroleum product" at (except for propane) atmospheric pressure;
 - b. Has a liquid capacity in excess of sixty (60) gallons; and
 - c. Is intended for fixed installation; and
 - d. Is properly installed, barrier-protected, and maintained in compliance with all standards of any statute, ordinance, regulation, or license requirement of any federal, state or local government having application to such tank.; and
 - e. Is situated wholly above the surface of the ground.
2. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters.
3. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".
4. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
5. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in a. above; or
 - c. All other parts of the world if:
 - (1) The injury or damage arises out of:
 - (a) Goods or products made or sold by you in the territory described in a. above; or
 - (b) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; and
 - (2) The insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.
6. "Emergency operations" means actions:
 - a. Which are urgent responses for protection of property, human life, health or safety; and
 - b. Which result from the performing or attempting to perform firefighting services, hazardous materials unit services, first aid, ambulance or rescue squad services, or related services, including the stabilizing or securing of an emergency scene; and
 - c. Which are sanctioned by:

(1) A fire department, hazardous materials unit, or first aid, ambulance or rescue squad qualifying as an insured under this coverage part; or

(2) An officer, volunteer member or "employee" of such organization.

However "emergency operations" does not include the use of a Class B firefighting foam containing any "Perfluoroalkyl Or Polyfluoroalkyl Substance" unless such use meets all standards of any statute, ordinance, regulation, or license requirement of any federal, state or local government having application to those operations.

7. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
8. "Employment practices" means an actual or alleged improper employment related practice, policy, act or omission involving an actual, prospective, or former volunteer or "employee", including:
- a. Failing to hire or refusing to hire;
 - b. Wrongful dismissal, discharge, or termination of employment or membership, whether actual or constructive;
 - c. Wrongful deprivation of a career opportunity, or failure to promote;
 - d. Wrongful discipline of volunteers or "employees";
 - e. Negligent evaluation of volunteers or "employees";
 - f. Retaliation against volunteers or "employees" for the exercise of any legally protected right or for engaging in any legally protected activity;
 - g. Failure to adopt adequate workplace or employment-related policies and procedures;
 - h. Harassment, including "sexual harassment"; or
 - i. Violation of any federal, state or local laws (whether common law or statutory) concerning employment or discrimination in employment.
9. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
10. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by:
- (1) The repair, replacement, adjustment or removal of "your product" or "your work"; or
 - (2) Your fulfilling the terms of the contract or agreement.
11. "Incident" means the actual, alleged or threatened discharge, dispersal, seepage, migration, release, or escape of a "petroleum product" which:
- a. Begins during the policy period at an identified time and place; and
 - b. Ends in its entirety at an identified time within one hundred twenty (120) hours of the beginning of the discharge, dispersal, seepage, migration, release, or escape of a "petroleum product".

All discharge, dispersal, seepage, migration, release, or escape of a "petroleum product", continuous or otherwise, during an "incident" will be deemed to be a single "incident".

12. "Insured contract" means:
- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
 - (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.
13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
14. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
15. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
16. "Medical incident" means any act, error or omission in the rendering of or failure to render "professional health care services" by you or by anyone for whose "professional health care services" you are legally responsible. Any such act, error or omission, together with all related acts, errors or omissions in the furnishing of such services to any one person, shall be considered one "medical incident".
17. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or

- (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
- 18. "Named peril" means:**
- a. Lightning, windstorm or earthquake;
 - b. Explosion, implosion, collapse, puncture, bursting, rupture, collision, or overturn of a tank, vessel, machinery, equipment, or other similar apparatus or device (other than an "auto"), including any attached piping, pumps or valves, but only if the explosion, implosion, collapse, puncture, bursting, rupture, collision, or overturn is not caused by deterioration, corrosion, erosion, decay, rotting or wear and tear; or
 - c. Vandalism or malicious mischief by someone other than an insured.
- 19. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.**
- 20. "Perfluoroalkyl Or Polyfluoroalkyl Substance" means any substance that contains one or more alkyl carbons on which hydrogen atoms have been partially or completely replaced by fluorine atoms including but not limited to perfluoroalkyl acids (PFAA) and perfluorooctane sulfonic acid (PFOS) and their salts, perfluoropolyethers (PFPE); fluorotelomer-based substances, and side-chain fluorinated polymers as well as any homologue, isomer, telomer, salt, derivative, precursor, degradation product, or by-product of any of these substances.**
- "Perfluoroalkyl Or Polyfluoroalkyl Substance" also means any good or product, including containers, materials, parts, or equipment furnished in connection with such goods or products, that consists of or contains any substance described in the previous sentence.
- 21. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:**
- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, or any other interference with real property rights;
 - d. Oral or written publication in any manner of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral or written publication in any manner of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in your "advertisement"; or
 - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

- 22.** "Personal watercraft" means a vessel which uses an inboard motor powering a water jet pump as its primary source of motive power, and which is designed to be operated by a person sitting, standing, or kneeling on the vessel, rather than the conventional manner of sitting or standing inside the vessel.
- 23.** "Petroleum Product" means petroleum and all refined by-products of petroleum such as gasoline, diesel fuel, fuel oil, kerosene, or propane.
- 24.** "Products-completed operations hazard":
- a.** Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1)** Products that are still in your physical possession; or
 - (2)** Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a)** When all of the work called for in your contract has been completed.
 - (b)** When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c)** When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
 - b.** Does not include "bodily injury" or "property damage" arising out of:
 - (1)** The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
 - (2)** The existence of tools, uninstalled equipment or abandoned or unused materials; or
 - (3)** Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.
- 25.** "Professional health care services" means:
- a.** Providing medical or nursing services;
 - b.** Providing professional services of any other health care professional, including emergency medical technicians and paramedics;
 - c.** Furnishing or dispensing drugs or medical, surgical or dental supplies or appliances;
 - d.** Handling of patients:
 - (1)** From the place where they are accepted for movement into or onto the means of transport,
 - (2)** During transport, and
 - (3)** From the means of transport to the place where they are finally delivered;
 - e.** Dispatching of, including the failure or refusal to dispatch, personnel to provide any of the above services;
 - f.** Serving on, or carrying out the orders of, a health care accreditation board or similar professional board or committee; and
 - g.** Establishing medical protocol, creating medical training curricula, providing medical training, conducting medical quality assurance programs, and carrying out similar duties.
- 26.** "Property damage" means:
- a.** Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b.** Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

27. "Sexual abuse" means any actual, attempted or alleged sexual conduct by a person, or by persons acting in concert, which causes injury. "Sexual abuse" includes sexual molestation, sexual assault, sexual exploitation, or sexual injury, but does not include "sexual harassment".
28. "Sexual harassment" means any actual, attempted or alleged unwelcome sexual advances, requests for sexual favors, or other conduct of a sexual nature by a person, or by persons acting in concert, which causes injury. "Sexual harassment" includes:
- a. The above conduct when submission to or rejection of such conduct is made either explicitly or implicitly a condition of a person's employment, or a basis for employment decisions affecting a person; or
 - b. The above conduct when such conduct has the purpose or effect of unreasonably interfering with a person's work performance or creating an intimidating, hostile or offensive work environment.
29. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage", "personal and advertising injury", or injury arising out of a "medical incident" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- But "suit" does not mean any ethical conduct review or enforcement action, or disciplinary review or enforcement action.
30. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
31. "Training operations" means activities used to prepare, train, or instruct members of a fire department, hazardous materials unit, or a first aid, ambulance or rescue squad in accepted and recognized emergency procedures, including municipal, state and federal standards. However "training operations" does not include the use of a Class B firefighting foam containing any "Perfluoroalkyl Or Polyfluoroalkyl Substance".
32. "Unmanned aircraft" means an aircraft weighing 15 pounds or less that is not:
- a. Designed;
 - b. Manufactured; or
 - c. Modified after manufacture;
- to be controlled directly by a person from within or on the aircraft.
"Unmanned aircraft" includes equipment used with such "unmanned aircraft", provided such equipment is attached to or essential for its operation.
33. "Your product" means:
- a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (1) You;
 - (2) Others trading under your name; or
 - (3) A person or organization whose business or assets you have acquired; and
 - b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
- "Your product" includes:
- (a) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

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

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

34. "Your work" means:

- a.** Work or operations performed by you or on your behalf; and
- b.** Materials, parts or equipment furnished in connection with such work or operations.

"Your work" includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2)** The providing of or failure to provide warnings or instructions.

EXCLUSION ELECTRONIC INFORMATION SECURITY EVENT

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE PART

1. The following exclusion applies to **Coverage A. Bodily Injury And Property Damage Liability, Coverage B. Personal and Advertising Injury Liability, Coverage C. Professional Health Care Liability**, and any additional coverage that is provided under this General Liability Coverage Part:

This insurance does not apply to:

Any injury, damage, expense, cost, loss, liability, or legal obligation arising out of or in any way related to an "electronic information security event".

2. The following definitions are added:

"Electronic information security event" means:

- (1) Transmission of malware from your "computer system" to a third party.
- (2) The inability of an authorized user to access your web site or your "computer system" because of a denial of service attack.
- (3) A "personal identity event", but this is limited to information that is obtained or released directly from:
 - (a) Your "computer system"; or
 - (b) The "computer system" of an entity that has such information under a formal agreement with you.
- (4) A "corporate privacy event", but this is limited to information that is obtained or released directly from:
 - (a) Your "computer system"; or
 - (b) The "computer system" of an entity that has such Information under a formal agreement with you.

As used in this definition, a denial of service attack means an intentional attack on a web site or a computer network that prevents or slows down access to the web site or computer network.

"Computer system" means the following:

- (1) Computers, including Personal Digital Assistants (PDAs) and other transportable or hand held devices, electronic storage devices and related peripheral components;
- (2) Systems and applications software;
- (3) Communications networks (including the internet, intranets, extranets or virtual private networks) to the extent used by the items in (1) and (2) above;

by which "electronic data" is collected, transmitted, processed, stored or retrieved; and

- (4) "Computer system" includes "electronic data" that is:
 - (1) Stored on any of the items described in item (1) above; or
 - (2) Temporarily outside of the "computer system" for use by an insured or an employee of an entity that has such information under a formal agreement with you.

“Electronic data” means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment. This includes such information, facts or programs only while they are in an electronic format.

“Personal identity event” means:

- (1)** Unauthorized disclosure by you of “personally identifiable information” or your failure to protect “personally identifiable information” from misappropriation.
- (2)** Failure by you to disclose or warn of an actual or potential disclosure or misappropriation of “personally identifiable information”, but only if this policy applies to such disclosure or misappropriation and it resulted directly from **(1)** above; or
- (3)** Violation of any federal or state privacy statute addressing disclosure or misappropriation of “personally identifiable information”, but only if:
 - (a)** This policy applies to such disclosure or misappropriation and it resulted directly from **(1)** or **(2)** above; and
 - (b)** The violation is not willful.

“Personally identifiable information” means any of the following in your care, custody or control:

- (1)** Information from which an individual may be uniquely and reliably identified or contacted, including an individual’s name, telephone number, social security number, drivers license number, state identification number, account relationships, account numbers, account balances, account histories, access codes, and passwords;
- (2)** Information concerning an individual that would be considered nonpublic personal information within the meaning of Title V of the Gramm-Leach Bliley Act of 1999 as implemented and amended; and
- (3)** Information concerning an individual that would be considered protected health information within the Health Insurance Portability and Accountability Act of 1996 as implemented and amended.

“Corporate privacy event” means:

- (1)** Unauthorized disclosure by you of “confidential corporate information” or your failure to protect “confidential corporate information” from misappropriation;
- (2)** Failure by you to disclose or warn of an actual or potential disclosure or misappropriation of “confidential corporate information”, but only if this policy applies to such disclosure or misappropriation and it resulted directly from **(1)** above; or
- (3)** Violation of any federal or state privacy statute addressing disclosure or misappropriation of “confidential corporate information”, but only if:
 - (a)** This policy applies to such disclosure or misappropriation and it resulted directly from **(1)** or **(2)** above; and
 - (b)** The violation is not willful.

“Confidential corporate information” means any commercial trade secret, data, design, interpretation, forecast, formula, method, practice, process record, report or other item of information of a non-insured third party, and which is:

- (1)** In your care, custody or control;
- (2)** Not available to the general public; and
- (3)**
 - (a)** Provided to you under a mutually agreed to written confidentiality/non-disclosure agreement; or
 - (b)** Marked confidential or otherwise specifically designated in writing as confidential by such third party.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – LIMITS OF INSURANCE

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE PART

Paragraphs 2. and 3. of **SECTION III. LIMITS OF INSURANCE** are deleted and replaced by the following:

2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under **COVERAGE D**;
 - b. Damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
 - c. Damages under **COVERAGE B**; and
 - d. Damages under **COVERAGE C**;for each "location" owned by or rented to you.
3. The Products - Completed Operations Aggregate Limit is the most we will pay under **COVERAGE A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS CHANGES

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE FORM

A. Under SECTION I. Coverage A. Bodily Injury and Property Damage Liability:

1. Exclusion e. **Pollution** is deleted and replaced with the following:

e. Pollution

Any injury, damage, expense, cost, loss, liability or legal obligation arising out of or in any way related to pollution, however caused. Pollution includes the actual, alleged or potential presence on or introduction into the environment of pollutants, if such pollutants have, or are alleged to have, the effect of making the environment impure, harmful or dangerous. Environment includes any air, land, structure (or the air therein), watercourse or other body of water, including underground water. This exclusion does not apply to:

- (1) "Emergency operations" conducted away from premises owned or rented to you or any fire department, hazardous materials unit, first aid squad, ambulance squad or rescue squad qualifying as an insured under this coverage part; or
- (2) "Training operations"; or
- (3) Water runoff from the cleaning of equipment used in "emergency operations"; or
- (4) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot from equipment used to heat that building; or
- (5) "Bodily injury" or "property damage" caused by heat, smoke or fumes from a "hostile fire":
 - (a) At or from premises you own, rent or occupy; or
 - (b) At or from any site or "location" in connection with operations described in (1), (2) or (3) above.
- (6) "Bodily injury" or "property damage" arising out of an "incident" originating from an "above ground storage tank" and caused by a "named peril" but only if you notify us of the "incident" as soon as practicable and not more than fourteen (14) days after the "incident" ends.

Pollutants mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

2. Exclusion g. **Lead, Electromagnetic Radiation, Nuclear** is deleted and replaced by the following:

g. Nuclear

Any loss, cost or expense arising out of any actual, alleged or threatened injury or damage to any person or property from any radioactive matter or nuclear material.

3. Exclusion f. **Asbestos** is deleted.

B. Under SECTION I. Coverage B. Personal and Advertising Injury Liability:

1. Exclusion j. **Pollution** is deleted and replaced by the following:

j. **Pollution**

"Personal and advertising injury" arising out of or in any way related to pollution, however caused. Pollution includes the actual, alleged or potential presence on or introduction into the environment of pollutants, if such pollutants have, or are alleged to have, the effect of making the environment impure, harmful or dangerous. Environment includes any air, land, structure (or the air therein), watercourse or other body of water, including underground water.

Pollutants mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

2. Exclusion n. **Lead, Electromagnetic Radiation, Nuclear** is deleted and replaced by the following:

n. **Nuclear**

Any loss, cost or expense arising out of any actual, alleged or threatened injury or damage to any person or property from any radioactive matter or nuclear material.

3. Exclusion m. **Asbestos** is deleted.

C. Under **SECTION I. Coverage C. Professional Health Care Liability:**

Paragraph 1.a. is replaced with the following:

1. **Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" arising out of a "medical incident". We will have the right and duty to defend any claim or "suit" seeking those damages. We may at our discretion investigate any "medical incident" and settle any claim or "suit" that may result. But:

D. Under **SECTION IV. CONDITIONS:**

1. The following paragraphs are added to 2. **Duties in the Event of an Occurrence, Offense, Medical Incident, Claim or Suit:**

- g. We will notify the first Named Insured in writing of:
- (1) An initial offer to settle a claim made or "suit" brought against any insured under this coverage. The notice will be given not later than the 10th day after the date on which the offer is made.
 - (2) Any settlement of a claim made or "suit" brought against the insured under this coverage. The notice will be given not later than the 30th day after the date of settlement.
- h. With regard to liability under Coverages A, B and C, unless we are prejudiced by the insured's or your failure to comply with the requirement, no provision of this coverage part requiring you or any insured to give notice of an "occurrence", offense, "medical incident", claim or "suit", or to forward demands, notices, summonses or legal papers in connection with a claim or "suit", will bar coverage under this coverage part.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT OF EMPLOYER'S LIABILITY EXCLUSION –
TEXAS**

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE PART

Paragraph (2) of Exclusion d. **Employer's Liability** of **SECTION I. Coverage A. Bodily Injury and Property Damage Liability** is deleted and replaced with the following:

- (2) any volunteer firefighter or other emergency service volunteer, whether or not a member of your organization, while in the course of his or her duties as such; or

Named Insured:
HARRIS COUNTY ESD #1

Policy Number: VFNU-TR-0001761-04/000
Policy Period: From 01-01-2024
To 01-01-2025

MANAGEMENT LIABILITY COVERAGE PART DECLARATIONS

THIS IS CLAIMS MADE COVERAGE. PLEASE READ THE POLICY CAREFULLY.

Limits of Insurance

Aggregate Limit	\$ 10,000,000	Coverage A and B Combined
Coverage A	\$ 1,000,000	Each Wrongful Act or Offense
Coverage B	\$ 100,000	Each Action for Injunctive Relief
Deductible (Coverage A only)	\$ 0	Each Wrongful Act or Offense

Estimated Coverage Part Premium: \$ 365.00

Taxes, Fees and Surcharges:

Total Premium: \$ 365.00

Management Liability Forms

See Schedule of Forms and Endorsements

EMERGENCY SERVICE ORGANIZATION MANAGEMENT LIABILITY COVERAGE FORM CLAIMS MADE

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered. We have no duty to provide coverage unless there has been full compliance with all the **SECTION V. CONDITIONS** contained in this coverage part.

Throughout this coverage part the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this coverage part. The words "we," "us" and "our" refer to the company providing this insurance. The word "insured" means any person or organization qualifying as such under **SECTION III. WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION VII. DEFINITIONS**.

SECTION I. COVERAGES

Coverage A. Insuring Agreement - Liability for Monetary Damages

1. We will pay those sums that the insured becomes legally obligated to pay as monetary damages arising out of an "employment practices" offense, an offense in the "administration" of your "employee benefit plans", or other "wrongful act" to which this insurance applies. We will have the right and duty to defend any "suit" seeking those damages. We may, at our discretion, investigate any such offense or "wrongful act" and settle any "claim" or "suit" that may result. However:
 - a. The amount we will pay for damages is limited as described in **SECTION IV. LIMITS OF INSURANCE**; and
 - b. Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A and B.No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for below under **Supplementary Payments**. However, we may, prior to any "claim" or "suit" and at our sole discretion and expense, help you with an Equal Employment Opportunity Commission investigation, or an equivalent state or local agency investigation. If we choose to help you with an investigation, our help will be strictly voluntary, and we may discontinue it at any time. You agree that our help does not admit, confirm, waive, estop, or in any way represent a determination of coverage of any alleged employment related violation.
2. This insurance applies to offenses or "wrongful acts" only if:
 - a. The offense or "wrongful act" takes place in the "coverage territory" and before the end of the policy period; and
 - b. A "claim" is first made against any insured in accordance with paragraph 3. below, during the policy period or any Extended Reporting Period we provide according to **SECTION VI**.
3. A "claim" will be deemed to have been made at the earliest of the following times:
 - a. When notice of such "claim" is received and recorded by any insured or by us, whichever comes first;
 - b. When we make settlement in accordance with paragraph 1. above; or
 - c. When you become aware of an offense or "wrongful act" which may subsequently give rise to a "claim" being made against any insured, and you give written notice to us, as described in **SECTION V. CONDITIONS**, of such circumstances as soon as practicable but no later than:
 - (1) The end of the policy period; or
 - (2) The end of any applicable Extended Reporting Period.

All "claims" based on or arising out of the same or related offenses or "wrongful acts" by one or more insureds shall be considered first made when the first of such "claims" is made. Related offenses or "wrongful acts" shall include offenses or "wrongful acts" which are the same, related or continuous, or which arise from a common nucleus of facts.

Coverage A. Supplementary Payments

We will pay, with respect to any "claim" we investigate or settle, or any "suit" against an insured we defend:

1. All expenses we incur.
2. The cost of bonds to release attachments, but only for bond amounts within the applicable Limit of Insurance. We do not have to furnish these bonds.
3. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the "claim" or "suit", including actual loss of earnings up to \$300 a day because of time off from work.
4. All costs taxed against the insured in the "suit".
5. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
6. All interest earned on that part of any judgment within our limit of insurance after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit of Insurance.

These payments will not reduce the limits of insurance.

Coverage B. Insuring Agreement - Defense Expense for Injunctive Relief

1. We will pay those reasonable sums the insured incurs as "defense expense" to defend against an action for "injunctive relief" because of an "employment practices" offense, an offense in the "administration" of your "employee benefit plans", or other "wrongful act" to which this insurance applies. However:
 - a. The amount we will pay for "defense expense" is limited as described in **SECTION IV. LIMITS OF INSURANCE**; and
 - b. We have no obligation to arrange or provide the defense for any action for "injunctive relief". No other obligation or liability to pay sums or perform acts or services is covered.
2. This insurance applies only if:
 - a. The action seeking "injunctive relief" is brought in a legally authorized court or agency of the United States, any of its states or commonwealths, or any governmental subdivision of any of them;
 - b. Such action is filed during the policy period; and
 - c. The insured:
 - (1) First notifies us as soon as practicable after retaining counsel to respond to such action but in no case later than 60 days after the end of the policy period; and
 - (2) Is reasonably expedient in requesting us to pay the "defense expense".
3. All actions based on or arising out of the same or related offenses or "wrongful acts" shall be considered one action for "injunctive relief" regardless of the number of:
 - a. Insureds;
 - b. Plaintiffs;
 - c. Demands asserted; or
 - d. Injunctions, temporary restraining orders or prohibitive writs.

Related offenses or “wrongful acts” shall include offenses or “wrongful acts” which are the same, related or continuous, or which arise from a common nucleus of facts.

SECTION II. EXCLUSIONS

This insurance does not apply under either Coverage A or Coverage B to:

a. **Other Applicable Coverage**

Any offense or “wrongful act” which is insured by any other policy or policies except:

- (1) A policy purchased to apply in excess of this coverage part; or
- (2) That portion of monetary damages otherwise covered by this coverage part which exceeds the limits of liability of such other policy or policies, subject to the **Other Insurance** condition in **SECTION V. CONDITIONS**.

b. **Known Prior Acts**

Any offense or “wrongful act” which takes place prior to the inception date of this coverage part if the insured knew or reasonably should have foreseen that such offense or “wrongful act” would give rise to a “claim”.

c. **Prior Litigation**

Damages, loss or expense based upon, attributed to, arising out of, in consequence of, or in any way related to litigation or administrative or regulatory proceedings otherwise covered by this coverage part if such litigation or administrative or regulatory proceedings were initiated prior to or were pending on the inception date of this coverage part.

d. **Bodily Injury, Property Damage, Personal and Advertising Injury**

“Bodily injury”, “property damage”, or “personal and advertising injury” except when resulting from a covered “employment practices” offense.

e. **Workers’ Compensation and Similar Laws**

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

f. **Professional Health Care**

Providing or failing to provide “professional health care services”.

g. **Fines**

Fines, penalties and taxes, including those imposed by the Internal Revenue Service code or any similar state or local code.

h. **Bonds**

Any obligation related to a fidelity bond or a surety bond.

i. **Contracts**

Any amount actually or allegedly due under the terms of any contract for the purchase of goods or services or any payment or performance contract, other than an employment contract.

j. **Employment Contracts**

Any amount actually or allegedly due under the terms of any contract of employment for a definite term, or as severance pay under any contract of employment.

k. **Wage and Hour Laws**

Back wages, overtime or similar damages if specified by the Fair Labor Standards Act of 1938, as amended, or any other wage or hour law.

l. **Failure to Maintain Insurance**

The failure to effect or maintain:

- (1) Insurance of any kind, including adequate limits of insurance; or
- (2) Suretyship or bonds.

This exclusion does not apply to the extent coverage is provided for the "administration" of "employee benefit plans".

m. Performance of Employee Benefit Plans

Any "employment practices" offense or any offense in the "administration" of "employee benefit plans" arising out of:

- (1) Failure of any investment program, individual securities or savings program to perform as held forth by or represented by an insured;
- (2) Advice given by an insured in connection with participation or non-participation in stock subscription plans, savings programs or any other "employee benefit plan";
- (3) Errors in providing information or failing to provide information on past performance of investment vehicles;
- (4) Failure of the insured or any insurer, fiduciary, trustee or fiscal agent to perform any of their duties or obligations or to fulfill any of their guarantees with respect to the payment of benefits under "employee benefit plans" or the providing, handling or investment of funds;
- (5) The liability of others which is assumed by the insured under a contract or agreement, except to the extent the insured would have been liable in the absence of the contract or agreement;
- (6) Any claim for the return of compensation paid by the insured if a court determines that the payment was illegal; or
- (7) Any claim for benefits that are lawfully paid or payable to a beneficiary from the funds of an "employee benefit plan".

n. Claims Against Other Insureds

Any actions for "injunctive relief" or "claims":

- (1) By a Named Insured against any other insured; or
- (2) By one Named Insured against another Named Insured.

o. Criminal Acts

Damages, loss, or expense arising out of or contributed to by any fraudulent, dishonest, criminal, or malicious act of the insured or the willful violation of any statute, ordinance, or regulation committed by or with the knowledge of the insured. However, we will defend the insured for covered civil action subject to the other terms of this coverage part until either a judgment or final adjudication establishes such an act, or the insured confirms such act.

p. Abuse and Molestation

Damages, loss, or expense arising out of or contributed to by:

- (1) The actual, alleged, or threatened abuse or molestation including but not limited to sexual abuse or sexual molestation of any person committed by anyone; or
- (2) The negligent:
 - (a) Employment;
 - (b) Investigation;
 - (c) Supervision;
 - (d) Reporting to the proper authorities, or failing to so report; or
 - (e) Retention;of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by (1) above.

q. Profit, Advantage or Remuneration

Any loss, cost or expense based upon or attributable to the insured gaining any profit, advantage or remuneration to which the insured is not legally entitled.

r. ERISA, COBRA and WARN Act Liability

Damages, loss or expense arising out of or contributed to by any insured's obligations under:

- (1) the Employee Retirement Income Security Act of 1974 (ERISA);

- (2) the Comprehensive Omnibus Budget Reconciliation Act (COBRA);
 - (3) the Worker Adjustment and Retraining Notification Act (WARN); or
 - (4) any similar federal, state, or local laws or regulations;
- including subsequent amendments or any regulations promulgated thereunder.

s. **Compliance with ADA Requirements**

Costs or expenses incurred as a result of physical modifications made to accommodate persons with disabilities as required by:

- (1) the Americans with Disabilities Act of 1990; or
 - (2) any federal, state, or local disability discrimination or accommodation laws or regulations;
- including subsequent amendments or any regulations promulgated thereunder.

t. **Strikes**

Damages, loss or expense arising out of or contributed to by any lockout, strike, picket line, replacement or other similar actions resulting from labor disputes or labor negotiations.

u. **Tax Assessments**

Damages, loss or expense arising out of or contributed to by any tax assessments or adjustments, or the collection, refund, disbursement or application of any taxes. This exclusion does not apply to the use or prioritization of your operating funds.

v. **Debt Financing**

Damages, loss or expense arising out of or contributed to by any debt financing, including but not limited to bonds, notes, debentures and guarantees of debt.

w. **Pollution**

Any injury, damage, expense, cost, loss, liability or legal obligation arising out of or in any way related to pollution, however caused. Pollution includes the actual, alleged, or potential presence in or introduction into the environment of any substance if such substance has, or is alleged to have, the effect of making the environment impure, harmful or dangerous. Environment includes any air, land, structure (or the air therein), watercourse or other body of water, including underground water. This exclusion does not apply if:

- (1) There is no allegation that you are liable for, the cause of, or responsible in whole or in part for any pollution; and
- (2) You are alleged to be liable solely as a result of ordering an evacuation, a business or building closure, or other similar action to protect persons or property, provided you are authorized by law to take such actions.

x. **Asbestos, Lead, Electromagnetic Radiation, Nuclear**

- (1) Any injury, damage, expense, cost, loss, liability or legal obligation arising out of or in any way related to asbestos or asbestos-containing materials.
- (2) Any injury, damage, expense, cost, loss, liability or legal obligation arising out of or in any way related to:
 - (a) The toxic properties of lead, or any material or substance containing lead; or
 - (b) Electromagnetic radiation;or exposure thereto, or for the costs of abatement, mitigation, removal, elimination or disposal of any of them.
- (3) Any loss, cost or expense arising out of any actual, alleged or threatened injury or damage to any person or property from any radioactive matter or nuclear material.

y. **Fungi or Bacteria**

- (1) Any liability, loss, injury or damage which would not have occurred or taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

(2) Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

z. Attorney Fees and Court Costs

Any award of costs or fees which arises out of an action for "injunctive relief".

aa. Perfluoroalkyl and Polyfluoroalkyl Substances

Any offense, or "wrongful act", or "defense expense" or to any obligation or expense whatsoever arising out of, related to, or attributed in any way to, any "Perfluoroalkyl Or Polyfluoroalkyl Substance", regardless of any act, omission, or status of any insured or any other entity.

SECTION III. WHO IS AN INSURED

1. If you are:

- a. An organization other than a partnership, joint venture or limited liability company, you are an insured.
- b. A partnership or joint venture, you are an insured. Your members and your partners are also insureds, but only within the course and scope of your operations.
- c. A limited liability company, you are an insured. Your members are also insureds, but only within the course and scope of your operations. Your managers are insureds, but only within the course and scope of your operations.

2. In addition to you, each of the following is an insured:

- a. **Volunteers and Employees.** Volunteers and employees, including any elected or appointed officers, directors, commissioners or trustees, but only for acts within the course and scope of their employment by you, membership with you or authorized duties on your behalf.
- b. **Medical Directors.** Physicians who are your medical directors, but only for acts within the course and scope of their medical director duties on your behalf.
- c. **Mutual Aid Agreements.** Any persons or organizations providing service to you under any mutual aid or similar agreement.
- d. **Blanket Additional Insureds.** Any person or organization liable for your "employment practices" offenses, offenses arising out of the "administration" of your "employee benefit plans", or other "wrongful acts" committed or alleged to have been committed by you is an insured under this coverage part, but only to the extent of that liability.

3. **Outside Directorship Extension.** Your volunteers, employees, officers, directors, commissioners, or trustees, while acting independently and not on behalf of your organization, are insureds while they serve on the board of directors of an outside organization as specified herein:

- a. The outside organization was established and is currently chartered as not-for-profit; and
- b. The organization is a separate and distinct entity not subject to your direction and control; and
- c. The organization exists for the purpose of supporting and furthering the efforts and welfare of the organizations or individuals who provide fire service, emergency medical response or rescue services.

This coverage shall be excess of and not contribute with:

- (1) Any insurance available, whether primary or excess; and
- (2) Any corporate indemnification agreements afforded by the outside organization.

In no event will this insurance inure to the benefit of the outside organization or to any of its officers, directors, commissioners, trustees, volunteers or employees, except to the extent that coverage is provided to an insured as set forth above.

4. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to the organization. However:
 - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
 - b. Coverage does not apply to any "employment practices" offense, offense in the "administration" of your "employee benefit plans", or other "wrongful act" that occurred before you acquired or formed the organization or of which you had notice or knowledge.No organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

SECTION IV. LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. "Claims" made or "suits" brought; or
 - c. Persons or organizations making "claims" or bringing "suits".
2. The Aggregate Limit is the most we will pay for the sum of:
 - a. Monetary damages under Coverage A; and
 - b. "Defense expense" under Coverage B;for each Named Insured shown in the Declarations.
3. Subject to 2. above, the Each "Wrongful Act" or Offense limit is the most we will pay under Coverage A for the sum of all monetary damages arising out of the same or related offenses or "wrongful acts".
4. Subject to 2. above, the Each Action for "Injunctive Relief" limit is the most we will pay under Coverage B for all "defense expense" arising out of all actions or proceedings for "injunctive relief" arising out of the same or related offenses or "wrongful acts".
5. The Aggregate Limits of this coverage part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.
6. Our obligations under this coverage part end when the applicable Limit of Insurance available is exhausted. If we pay amounts for monetary damages or "defense expense" in excess of that Limit of Insurance, you agree to reimburse us for such amounts.

SECTION V. CONDITIONS

The following conditions apply in addition to the Common Policy Conditions.

1. **Bankruptcy**

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

2. **Duties in the Event of an Offense, "Wrongful Act", "Claim" or "Suit"**

- a. You must see to it that we are notified as soon as practicable of an offense or "wrongful act" which may result in a "claim" or "suit". To the extent possible, notice should include:
 - (1) How, when and where the offense or "wrongful act" took place; and
 - (2) The names and addresses of any persons seeking damages or of any witnesses.

- b. If a "claim" is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the "claim" or "suit" and the date received; and
 - (2) Notify us as soon as practicable.You must see to it that we receive written notice of the "claim" or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation, settlement or defense of the "claim" or "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of damages to which this insurance may also apply.
- d. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense without our written consent.
- e. Notice shall be deemed given as soon as practicable if it is given by the person to whom you have delegated such responsibility as soon as practicable after they become aware of an offense or "wrongful act".

3. Duties in the Event of a Request to Pay "Defense Expense" for "Injunctive Relief"

- a. You must see to it that we are notified as soon as practicable of an action or proceeding which may give rise to a request for us to respond for "defense expense". To the extent possible, notice should include:
 - (1) The plaintiff in the action;
 - (2) The court or agency involved;
 - (3) The relief being sought; and
 - (4) The date of the action and any underlying demand.
- b. You and any other involved insured must:
 - (1) Immediately send us copies of any legal papers received in connection with the action and any underlying demand;
 - (2) Cooperate with us in the determination of any "defense expense" which may be covered by this insurance; and
 - (3) Submit a request for us to pay any covered "defense expense".

4. Legal Action Against Us

No person or organization has a right under this coverage part:

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

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages or "defense expenses" that are not payable under the terms of this coverage part or that are in excess of the applicable Limit of Insurance. Under Coverage A, an agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Other Insurance

If other valid and collectible insurance is available to the insured volunteer, employee, elected or appointed officer, director, commissioner, trustee or medical director for a loss or "defense expense" we cover under this coverage part, our insurance is primary, with no consideration or contribution with such other insurance. However, this does not apply to such insureds when serving on outside directorships as described in the **Outside Directorship Extension** of **SECTION III. WHO IS AN INSURED**.

If other valid and collectible insurance is available to insureds other than volunteers, employees, elected or appointed officers, directors, commissioners, trustees or medical directors for a loss or "defense expense" we cover under this coverage part, this insurance is excess over any of the other insurance

and its deductible or self-insured retention provisions, whether primary, excess, contingent or on any other basis.

6. Representations

By accepting this policy, you agree:

- a. The information in the Declarations is accurate and complete.
- b. That information is based upon representations you made to us in the application for this insurance. This application forms the basis of our obligations under this coverage part.
- c. This coverage part is void if any material fact or circumstance relating to this insurance is intentionally omitted or misrepresented in the application for this insurance.

7. Separation of Insureds

Except with respect to the Limit of Insurance as described in **SECTION IV**, and any rights or duties specifically assigned to the first Named Insured, this insurance applies:

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

8. Transfer of Rights of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this coverage part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this coverage part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of such non-renewal not less than 30 days before the expiration date. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

10. Your Right to Claim Information

Upon request, we will provide the first Named Insured shown in the Declarations the following information relating to this and any preceding coverage part we have issued to you during the previous three years:

- a. A list or other record of each "wrongful act" or other offense not previously reported to any other insurer, of which we were notified in accordance with paragraph 2.a. or paragraph 3.a. of this section. We will include the date and a brief description of such "wrongful act" or offense if that information was in the notice we received.
- b. A summary, by policy year, of payments made and amounts reserved.

Amounts reserved are based on our judgment. They are subject to change and should not be regarded as ultimate settlement values. You must not disclose this information to any claimant or any claimant's representative without our consent.

We compile claim and related information for our own business purposes and exercise reasonable care in doing so. In providing this information to the first Named Insured, we make no representations or warranties to insureds, insurers, or others to whom this information is furnished by or on behalf of any insured. Cancellation or non-renewal will be effective even if we inadvertently provide inaccurate information.

SECTION VI. EXTENDED REPORTING PERIODS (COVERAGE A ONLY)

With respect to Coverage A only:

1. We will provide one or more Extended Reporting Periods, as described in items 3. and 4. below, if:
 - a. This coverage part is cancelled or not renewed; or
 - b. We renew or replace this coverage part with insurance that does not apply to offenses or "wrongful acts" on a claims made basis.
2. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to "claims" arising out of offenses or "wrongful acts" that take place before the end of the policy period. Once in effect, Extended Reporting Periods may not be cancelled.
3. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for sixty days.

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

4. A Supplemental Extended Reporting Period of unlimited duration is available, but only by an endorsement and for an extra charge. This supplemental period starts when the Basic Extended Reporting Period ends.

You must give us a written request for the endorsement within 60 days after the end of the policy period. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we will take into account the following:

- a. The exposures insured;
- b. Previous types and amounts of insurance;
- c. Limit of Insurance available under this coverage part; and
- d. Other related factors.

The additional premium will not exceed 200% of the annual premium for this coverage part.

This endorsement shall set forth the terms, not inconsistent with this section, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for "claims" received during such period is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period starts.

5. The Basic Extended Reporting Period does not reinstate or increase the Limit of Insurance.
6. If the Supplemental Extended Reporting Period is in effect, we will provide the separate Aggregate Limit of Insurance described below, but only for "claims" first received and recorded during the Supplemental Extended Reporting Period.

The separate Aggregate Limit of Insurance will be equal to the dollar amount shown in the Declarations in effect at the end of the policy period for the Aggregate Limit. The applicable Each "Wrongful Act" or Offense limit will continue to apply.

SECTION VII. DEFINITIONS

1. "Administration" means any of the following acts that you do or authorize a person to do:
 - a. Counseling volunteers or employees, other than giving legal advice, on "employee benefit plans";
 - b. Interpreting your "employee benefit plans";
 - c. Handling records for your "employee benefit plans"; and
 - d. Effecting enrollment, termination or cancellation of volunteers or employees under your "employee benefit plans".

2. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
3. "Claim" means a written or oral notice, including "suit", from any party that it is their intention to hold the insured responsible for damages arising out of an offense or "wrongful act" by the insured.
4. "Coverage territory" means the United States of America (including its territories and possessions), Puerto Rico and Canada.
5. "Defense expense" means under Coverage B, fees or expenses incurred by the insured for:
 - a. Legal fees charged by the insured's attorney;
 - b. Court costs;
 - c. Expert witnesses; and
 - d. The cost of court bonds, but we do not have to furnish these bonds.
 "Defense expense" does not include:
 - (1) Any salaries, charges or fees for any insured, insured's volunteers or employees, or former volunteers or employees; or
 - (2) Any expenses other than a., b., c. and d. above.
6. "Employee benefit plans" mean group life insurance, group accident or health insurance, profit sharing plans, pension plans, employee stock subscription plans, employee travel, vacation, or savings plans, workers compensation, unemployment insurance, social security and disability benefits insurance, and any other similar benefit program applying to volunteers or employees.
7. "Employment practices" means an actual or alleged improper employment related practice, policy, act or omission involving an actual, prospective, or former volunteer or employee, including:
 - a. Failing to hire or refusing to hire;
 - b. Wrongful dismissal, discharge, or termination of employment or membership, whether actual or constructive;
 - c. Wrongful deprivation of a career opportunity, or failure to promote;
 - d. Wrongful discipline of volunteers or employees;
 - e. Negligent evaluation of volunteers or employees;
 - f. Retaliation against volunteers or employees for the exercise of any legally protected right or for engaging in any legally protected activity;
 - g. Failure to adopt adequate workplace or employment-related policies and procedures;
 - h. Harassment, including "sexual harassment"; or
 - i. Violation of any federal, state or local laws (whether common law or statutory) concerning employment or discrimination in employment.
8. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or by-products produced or released by "fungi".
9. "Injunctive relief" means equitable relief sought through the demand for the issuance of a permanent, preliminary or temporary injunction, restraining order, or similar prohibitive writ against, or order for specific performance by, an insured provided such action is filed during the policy period.
10. "Perfluoroalkyl Or Polyfluoroalkyl Substance" means any substance that contains one or more alkyl carbons on which hydrogen atoms have been partially or completely replaced by fluorine atoms including but not limited to perfluoroalkyl acids (PFAA) and perfluorooctane sulfonic acid (PFOS) and their salts, perfluoropolyethers (PFPE); fluorotelomer-based substances, and side-chain fluorinated polymers as well as any homologue, isomer, telomer, salt, derivative, precursor, degradation product, or by-product of any of these substances.

"Perfluoroalkyl Or Polyfluoroalkyl Substance" also means any good or product, including containers, materials, parts, or equipment furnished in connection with such goods or products, that consists of or contains any substance described in the previous sentence.

11. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, or any other interference with real property rights;
 - d. Oral or written publication in any manner of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral or written publication in any manner of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in your advertisement; or
 - g. Infringing upon another's copyright, trade dress or slogan in your advertisement.

12. "Professional health care services" means:
 - a. Providing medical or nursing services;
 - b. Providing professional services of any other health care professional, including emergency medical technicians and paramedics;
 - c. Furnishing or dispensing drugs or medical, surgical or dental supplies or appliances;
 - d. Handling of patients:
 - (1) From the place where they are accepted for movement into or onto the means of transport,
 - (2) During transport, and
 - (3) From the means of transport to the place where they are finally delivered;
 - e. Dispatching of, including the failure or refusal to dispatch, personnel to provide any of the above services;
 - f. Serving on, or carrying out the orders of, a health care accreditation board or similar professional board or committee; and
 - g. Establishing medical protocol, creating medical training curricula, providing medical training, conducting medical quality assurance programs, and carrying out similar duties.

13. "Property damage" means:
 - a. Physical injury to tangible property, including all resulting loss of use of that property; and
 - b. Loss of use of tangible property that is not physically injured but results from a. above.

14. "Sexual harassment" means any actual, attempted or alleged unwelcome sexual advances, requests for sexual favors, or other conduct of a sexual nature by a person, or by persons acting in concert, which causes injury. "Sexual harassment" includes:
 - a. The above conduct when submission to or rejection of such conduct is made either explicitly or implicitly a condition of a person's employment, or a basis for employment decisions affecting a person; or
 - b. The above conduct when such conduct has the purpose or effect of unreasonably interfering with a person's work performance or creating an intimidating, hostile or offensive work environment.However, "sexual harassment" does not include sexual abuse.

15. "Suit" means a civil proceeding in which damages arising out of an offense or "wrongful act" to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.But "suit" does not mean any ethical conduct review or enforcement action, or disciplinary review or enforcement action.

16. "Wrongful act" means any actual or alleged error, act, omission, misstatement, misleading statement, neglect or breaches of duty committed by you or on behalf of you in the performance of your operations, including misfeasance, malfeasance, or nonfeasance in the discharge of duties, individually or collectively that results directly but unexpectedly and unintentionally in damages to others.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – LIMITS OF INSURANCE

This endorsement modifies insurance provided under the following:

MANAGEMENT LIABILITY COVERAGE PART

Paragraph 2. of **SECTION IV. LIMITS OF INSURANCE** is deleted and replaced by the following:

2. The Aggregate Limit is the most we will pay for the sum of:
 - a. Monetary damages under Coverage A; and
 - b. "Defense expense" under Coverage B.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

CYBER LIABILITY AND PRIVACY CRISIS MANAGEMENT EXPENSE

COVERAGE C AND COVERAGE D ARE FOR EVENTS DISCOVERED DURING THE POLICY PERIOD
PLEASE READ THE ENTIRE FORM CAREFULLY

This endorsement modifies insurance provided under the following:

MANAGEMENT LIABILITY COVERAGE PART

Schedule

Coverage C Cyber Liability

Cyber Liability Each Event Limit: \$1,000,000 each "electronic information security event"

Cyber Liability Retroactive Date: NONE

Coverage D Privacy Crisis Management Expense

Privacy Crisis Management Expense Each Event Limit: \$50,000 each "privacy event"

Privacy Crisis Management Expense Retroactive Date: NONE

Deductible for Coverage D Privacy Crisis Management Expense: \$0 each "privacy event"

Coverage E Cyber Extortion Expense

Cyber Extortion Expense Each Event Limit: \$20,000 each "cyber extortion threat"

Deductible for Coverage E Cyber Extortion Expense: \$0 each "cyber extortion threat"

Coverage D and Coverage E Aggregate Limit of Insurance

Privacy Crisis Management Expense and Cyber Extortion Expense Aggregate Limit: \$50,000 aggregate

A. COVERAGES

The following coverages are added to **Section I. Coverages**. All other terms and conditions remain as is unless otherwise stated in this endorsement:

1. COVERAGE C CYBER LIABILITY - Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as monetary damages because of an “electronic information security event” to which this insurance applies. We will have the right and duty to defend the insured against any “suit” seeking those damages. However, we will have no duty to defend the insured against any “suit” seeking damages for an “electronic information security event” to which this insurance does not apply. We may, at our discretion, investigate any “electronic information security event” and settle any “claim” or “suit” that may result. But:

(1) The amount we pay for damages is limited as described in **Section C. Limits of Insurance**; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

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

b. This insurance applies to an “electronic information security event” only if:

(1) The “electronic information security event” takes place in the “coverage territory” and any responsibility to pay damages is determined in a “suit” on the merits brought in the United States of America (including its territories and possessions), Puerto Rico or Canada or in a settlement we agree to;

(2) The “electronic information security event” does not result from an act, error or omission that occurred before the Cyber Liability Retroactive Date or after the end of the policy period;

(3) The “electronic information security event” is first discovered in accordance with Paragraph c. below during the policy period or any Extended Reporting Period we provide according to **Section E. Extended Reporting Period**; and

(4) Written notice of the “electronic information security event” is received by us within 60 days of its first discovery or before the end of any Extended Reporting Period, whichever is earlier.

c. First Discovery And Related Events And Acts

(1) First Discovery

An “electronic information security event” will be deemed to have been discovered at the earliest of the following times:

(a) When such “electronic information security event” is discovered and recorded by any insured or by us, whichever comes first; or

(b) When you become aware of an act, error or omission that may subsequently result in an “electronic information security event”, and you give written notice to us, as described in **Section V. Conditions**, of such circumstances as soon as practicable but no later than:

(i) 60 days after becoming aware; or

(ii) The end of any applicable Extended Reporting Period; whichever is earlier.

(2) Related Events

All related “electronic information security events” will be considered one event and will be considered first discovered when the first of such related events is discovered.

Related “electronic information security events” include all “electronic information security events” that are the same, related or continuous, or that arise from a common nucleus of facts, circumstances, events or acts.

(3) Related Acts

All acts, errors or omissions that result in the same or related “electronic information security events” will be considered one act, error or omission and will be considered to have occurred when the first of such related acts, errors or omissions occurred.

2. COVERAGE D PRIVACY CRISIS MANAGEMENT EXPENSE - Insuring Agreement

- a. We will pay applicable “privacy crisis management expenses” incurred on behalf of the insured because of a “privacy event” to which this insurance applies. But the amount we will pay is limited as described in **Section C. Limits of Insurance**.

No other obligation or liability to pay sums or perform acts or services is covered.

- b. This insurance applies to a “privacy event” only if:

- (1)** The “privacy event” takes place in the “coverage territory” and any responsibility to pay damages is determined in a “suit” on the merits brought in the United States of America (including its territories and possessions), Puerto Rico or Canada or in a settlement we agree to;
- (2)** The “privacy event” does not result from an act, error or omission that occurred before the Privacy Crisis Management Expense Retroactive Date or after the end of the policy period;
- (3)** The “privacy event” is first discovered in accordance with Paragraph c. below during the policy period or any Extended Reporting Period we provide according to **Section E. Extended Reporting Period**; and
- (4)** Written notice of the “privacy event” is received by us within 60 days of its first discovery or before the end of any Extended Reporting Period, whichever is earlier.

- c. First Discovery And Related Events And Acts

(1) First Discovery

A “privacy event” will be deemed to have been discovered at the earliest of the following times:

- (a)** When such “privacy event” is discovered and recorded by any insured or by us, whichever comes first; or
- (b)** When you become aware of an act, error or omission that may subsequently result in a “privacy event”, and you give written notice to us, as described in **Section V. Conditions**, of such circumstances as soon as practicable but no later than:
 - (i)** 60 days after becoming aware; or
 - (ii)** The end of any applicable Extended Reporting Period;whichever is earlier.

(2) Related Events

All related “privacy events” will be considered one event and will be considered first discovered when the first of such related events is discovered.

Related “privacy events” include all “privacy events” that are the same, related or continuous, or that arise from a common nucleus of facts, circumstances, events or acts.

(3) Related Acts

All acts, errors or omissions that result in the same or related “privacy events” will be considered one act, error or omission and will be considered to have occurred when the first of such related acts, errors or omissions occurred.

- d. This insurance applies to “privacy crisis management expenses” only if:
 - (1) The “privacy crisis management expenses” are because of a “privacy event” to which this insurance applies;
 - (2) The “privacy crisis management expenses” are incurred within 6 months from the date the “privacy event” was first discovered in accordance with Paragraph **c.** above or within 12 months as respects costs included in **Section F. Definitions, Paragraph 3.j.(1)(e)** Services for Individuals Affected by Personal Identity Event in the definition of “privacy crisis management expenses”; and
 - (3) Any consultants, vendors or suppliers providing the materials or services included in “privacy crisis management expenses” are approved by us.

3. **COVERAGE E CYBER EXTORTION EXPENSE - Insuring Agreement**

- a. We will reimburse you for “cyber extortion expenses” that you have paid because of a “cyber extortion threat” to which this insurance applies. But the amount we will pay is limited as described in **Section C. Limits of Insurance.**

No other obligation to pay sums or perform acts or services is covered.

- b. This insurance applies to a “cyber extortion threat” only if the “cyber extortion threat”:
 - (1) Takes place in the “coverage territory”;
 - (2) Is first made against you during the policy period and;
 - (3) Is reported to us as soon as practicable, but in no event more than 60 days after the date it is first made against you.

- c. **Related Cyber Extortion Threat Events**

All related “cyber extortion threats” will be considered one “cyber extortion threat” event and will be considered first made when the first “cyber extortion threat” is received.

Related “cyber extortion threat” events include all “cyber extortion threats” that are the same, related or continuous, or that arise from a common nucleus of facts, circumstances, events or acts.

- d. This insurance applies to “cyber extortion expenses” only if:
 - (1) The “cyber extortion expenses” are because of a “cyber extortion threat” to which this insurance applies; and
 - (2) The “cyber extortion expenses” are incurred within 6 months from the date the “cyber extortion threat” was first received by you in accordance with Paragraph **b.** above.

4. **Exclusions**

- a. **Exclusions Applicable To Management Liability**

The following exclusion is added to **Section II. Exclusions:**

This insurance does not apply under either Coverage **A** or Coverage **B** to:

Electronic Information Security Event

Damages, loss or expense arising directly or indirectly from an “electronic information security event”.

- b. **Management Liability Exclusions Applicable to Cyber Liability, Privacy Crisis Management Expense And Cyber Extortion Expense**

All exclusions under **Section II. Exclusions** apply to Coverage **C** Cyber Liability, Coverage **D** Privacy Crisis Management Expense and Coverage **E** Cyber Extortion Expense, except:

- (1) The Electronic Information Security Event exclusion in **4.a.** above does not apply to this Cyber Liability And Privacy Crisis Management Expense endorsement;
- (2) As respects Coverage **D** Privacy Crisis Management Expense, Exclusion **1. Other Applicable Coverage** does not apply; and

(3) As respects Coverage **D** Privacy Crisis Management Expense and Coverage **E** Cyber Extortion Expense, exclusion **d.** Bodily Injury, Property Damage or Personal and Advertising Injury (in form VML101) or exclusion **b.** Bodily Injury, Property Damage or Personal and Advertising Injury (in form VML102), as applicable, do not apply to:

- (a) Oral or written publication in any manner of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
- (b) Oral or written publication in any manner of material that violates a person's right of privacy.

c. Exclusions Applicable To Coverage C Cyber Liability

The following exclusion applies to Coverage **C** Cyber Liability:

This insurance does not apply to:

1. General Liability

Damages, loss or expense that your General Liability Coverage Form applies to. This includes any damages, loss or expense that your General Liability Coverage Form would apply to except for the exhaustion of its limits, its cancellation prior to the end of its policy period or your failure to fulfill its requirements.

d. Exclusions Applicable to Cyber Liability, Privacy Crisis Management Expense, And Cyber Extortion Expense

The following exclusions apply to Coverage **C** Cyber Liability, Coverage **D** Privacy Crisis Management Expense and Coverage **E** Cyber Extortion Expense:

This insurance does not apply to:

1. Failure to Follow Risk Management Procedures and Inadequacy of Software

Damages, loss, or expense arising directly or indirectly from:

- a. Any shortcoming in security that you knew about prior to the inception of this policy and for which you failed to take corrective action within a reasonable time, not to exceed 60 days;
- b. Your failure to comply with all data security standards issued by credit card issuers or financial institutions with whom you transact business, if you process, store or handle credit card information;
- c. Your reckless disregard for the security of "personally identifiable information" and "confidential corporate information"; or
- d. The inability to use, or the lack of performance of, software:
 - (1) Due to the expiration, cancellation, or withdrawal of such software;
 - (2) That has not yet been released from its development stage; or
 - (3) That has not passed all test runs or proven successful in applicable daily operations.

2. Unauthorized Collection of Personal Information

Damages, loss or expense arising directly or indirectly from:

- a. The illegal, unauthorized or wrongful collection of "personally identifiable information", including collection of "personally identifiable information" using cookies or malware, if committed by or with the knowledge of the insured; or
- b. The failure to provide required notice that such "personally identifiable information" is being collected.

3. **Governmental Seizure of Computer System**

Damages, loss or expense arising directly or indirectly from the seizure, confiscation, expropriation, nationalization, or destruction of a “computer system” by order of any governmental authority.

4. **Known Prior Acts**

Any “electronic information security event” or “privacy event” that results from an act, error or omission that takes place prior to the inception date of this coverage part if the insured knew or reasonably should have foreseen that such act, error or omission would give rise to a “claim” or “privacy crisis management expenses”.

5. **Prior Litigation**

Damages, loss or expense based upon, attributed to, arising out of, in consequence of, or in any way related to litigation or administrative or regulatory proceedings otherwise covered by this coverage part if such litigation or administrative or regulatory proceedings were initiated prior to or were pending on the inception date of this coverage part.

B. SUPPLEMENTARY PAYMENTS

For the purposes of the coverage provided by this endorsement:

All references to Supplementary Payments under **Section I. Coverages** are replaced by **Supplementary Payments - Coverages A and C**.

C. LIMITS OF INSURANCE

1. For the purposes of the coverage provided by Coverage **C** Cyber Liability of this endorsement the following revisions are made to **Section IV. Limits Of Insurance**:

a. Paragraph **2.** is replaced by the following:

2. The Aggregate Limit is the most we will pay for the sum of:

- a. Monetary damages under Coverage **A**;
- b. “Defense expense” under Coverage **B**; and
- c. Monetary damages under Coverage **C**;

for each Named Insured shown in the Declarations.

b. The following paragraph is added:

Subject to **2.** above, the Cyber Liability Each Event Limit shown in the Schedule of this endorsement is the most we will pay under Coverage **C** for the sum of all monetary damages arising out of any one or all related “electronic information security event(s)”.

2. For the purposes of the coverage provided by Coverage **D** Privacy Crisis Management Expense and Coverage **E** Cyber Extortion Expense of this endorsement, the following is added to **Section IV. Limits Of Insurance**:

Privacy Crisis Management Expense and Cyber Extortion Expense Limits of Insurance

1. The Privacy Crisis Management Expense and Cyber Extortion Expense Aggregate Limit shown in the Schedule of this endorsement is the most we will pay for the sum of “privacy crisis management expenses” under Coverage **D** and “cyber extortion expenses” under Coverage **E**, regardless of the number of persons, “privacy events”, “cyber extortion threats” or entities covered by this policy.

2. Subject to the Privacy Crisis Management Expense and Cyber Extortion Expense Aggregate Limit, the Privacy Crisis Management Expense Each Event Limit is the most we will pay under Coverage **D** for the sum of all “privacy crisis management expenses” arising out of any one or all related “privacy event(s)”.

3. Subject to the Privacy Crisis Management Expense and Cyber Extortion Expense Aggregate Limit, the Cyber Extortion Expense Each Event Limit is the most we will pay under Coverage E for the sum of all “cyber extortion expenses” arising out of any one or all related “cyber extortion threat” event(s).
4. The Privacy Crisis Management Expense and Cyber Extortion Expense Aggregate Limit applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the preceding period for the purposes of determining the Limit of Insurance.

D. CONDITIONS

1. For the purposes of the coverage provided by Coverage C of this endorsement:
 - a. In Condition 2. the following is added:

You must cooperate with us and our designated representatives in the provision of the services described in “privacy crisis management expense”.
 - b. The following condition is added:

11. Deductible - Coverage C

No deductible applies to Coverage C.
2. For the purposes of the coverage provided by Coverage D and Coverage E of this endorsement, the following conditions are added:

12. Duties in the Event of a Privacy Event or a Cyber Extortion Threat

 - a. You must notify us as soon as practicable of a “privacy event” or “cyber extortion threat”, but in no event later than 60 days after you incur “privacy crisis management expenses” or “cyber extortion expenses” for which coverage will be requested under this endorsement.
 - b. With respect to a “privacy event”, you must notify us in writing as soon as practicable but no later than sixty days after the first discovery of the “privacy event” by you. Notice must include:
 - (1) How, when and where the “privacy event” took place;
 - (2) A description of the “privacy event”;
 - (3) The number of individuals and type of personal identification involved in a “personal identity event”; and
 - (4) Upon request by us, the names and addresses of individuals affected by a “personal identity event”.
 - c. With respect to a “cyber extortion threat”, you must notify us in writing as soon as practicable but no later than sixty days after the first “cyber extortion threat” is received by you. Notice must include:
 - (1) How, when and where the “cyber extortion threat” took place;
 - (2) A description of the “cyber extortion threat”; and
 - (3) Names and addresses of the negotiator or investigator retained by you in connection with a “cyber extortion threat”.
 - d. You must provide us all information and assistance that we request and cooperate with us and our designated representatives in the:
 - (1) Investigation of any “privacy event” or any acts, errors or omissions that may result in a “privacy event”; and
 - (2) Provision of the services described in “privacy crisis management expense”.

13. Deductible - Coverage D and Coverage E

Our obligation to pay “privacy crisis management expenses” or “cyber extortion expenses” on your behalf applies only to the amount of such expense in excess of any deductible amount shown in the above schedule. This deductible applies to each occurrence of a “privacy event” or a “cyber extortion threat” event.

14. Your Right to Claim Information

Upon request, we will provide the first Named Insured shown in the Declarations the following information relating to this and any preceding coverage part we have issued to you during the previous three years:

- a. A list or other record of each “electronic information security event” or “privacy event”, not previously reported to any other insurer, of which we were notified in accordance with Paragraph 2.a. or Paragraph 12. of this section. We will include the date and a brief description of such “electronic information security event” or “privacy event” if that information was in the notice we received.
- b. A summary, by policy year, of payments made and amounts reserved.

Amounts reserved are based on our judgment. They are subject to change and should not be regarded as ultimate settlement values. You must not disclose this information to any claimant or any claimant's representative without our consent.

We compile claim and related information for our own business purposes and exercise reasonable care in doing so. In providing this information to the first Named Insured, we make no representations or warranties to insureds, insurers, or others to whom this information is furnished by or on behalf of any insured. Cancellation or non-renewal will be effective even if we inadvertently provide inaccurate information.

3. For the purposes of the coverage provided by Coverage C, D and Coverage E of this endorsement the following is added to Condition 5. Other Insurance:

However, if the insured has another policy, coverage part or endorsement issued by us or one of our affiliated companies that applies to a loss or expense we cover under this Cyber Liability And Privacy Crisis Management Expense endorsement, the most we will pay in total is the single largest applicable limit. This does not apply to a policy bought specifically to apply in excess of this policy.

E. EXTENDED REPORTING PERIODS – Applicable to Coverage C – Cyber Liability and Coverage D – Privacy Crisis Management Expense

1. We will provide one or more Extended Reporting Periods, as described in items 3. and 4. below, if:
 - a. The policy or coverage part to which this endorsement is attached is cancelled or not renewed;
 - b. This endorsement is removed; or
 - c. We renew or replace this endorsement with insurance that does not apply to an “electronic information security event” and/or a “privacy event” on a first discovered and reported basis.
2. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to:
 - a. “Claims” arising out of an “electronic information security event”; or
 - b. “Privacy crisis management expenses” incurred as a result of a “privacy event”;that is caused by an act, error or omission that occurred on or after the Cyber Liability Retroactive Date or Privacy Crisis Management Expense Retroactive Date, as applicable, and before the end of the policy period.

Once in effect, Extended Reporting Periods may not be cancelled.

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

The Basic Extended Reporting Period does not apply to “electronic information security events” and/or “privacy events” that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such “electronic information security events” and/or “privacy events”.

A Basic Extended Reporting Period does not reinstate or increase the Limit of Insurance.

4. A Supplemental Extended Reporting Period of five years is available, but only by an endorsement and for an extra charge. This supplemental period starts when the Basic Extended Reporting Period ends.

You must give us a written request for the endorsement within 60 days after the end of the policy period. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we will take into account the following:

- a. The exposures insured;
- b. Previous types and amounts of insurance;
- c. Limit of Insurance available under this coverage; and
- d. Other related factors.

The additional premium will not exceed 200% of the annual premium for this coverage.

This endorsement shall set forth the terms, not inconsistent with this section, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for “electronic information security events” and/or “privacy events” first discovered during such period is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period starts.

5. If this Supplemental Extended Reporting Period is in effect, we will provide the separate Aggregate Limit of Insurance described below, but only for “electronic information security events” first discovered during the Supplemental Extended Reporting Period.

The separate Aggregate Limit of Insurance will be equal to the dollar amount shown in the Declarations in effect at the end of the policy period for the Aggregate Limit. The applicable Cyber Liability Each Event Limit will continue to apply.

If there is a Supplemental Extended Reporting Period in force for any other coverage under this policy that was subject to the original Aggregate Limit, this separate Aggregate Limit is shared with that other coverage. Any payments made under a Supplemental Extended Reporting Period for those other coverages will reduce this separate Aggregate Limit.

6. If this Supplemental Extended Reporting Period is in effect, we will provide the separate Privacy Crisis Management Expense Aggregate Limit of Insurance described below, but only for “privacy events” first discovered during the Supplemental Extended Reporting Period.

The separate Privacy Crisis Management Expense Aggregate Limit will be equal to the dollar amount shown in the Schedule in effect at the end of the policy period for the Privacy Crisis Management Expense Aggregate Limit. The applicable Privacy Crisis Management Expense Each Event Limit will continue to apply.

F. DEFINITIONS

For the purposes of the coverage provided by this endorsement, the following changes are made to **Section VIII. Definitions**:

1. The following definition is amended:
 - a. Definition 16. "wrongful act" is amended to include the following:

"Wrongful act" also means an "electronic information security event".

2. The following definitions are replaced:
 - a. Definition 4. "coverage territory" is replaced by the following:
 4. "Coverage territory" means worldwide, but the "electronic information security event", "privacy event" or "cyber extortion threat" must take place in the United States of America (including its territories and possessions), Puerto Rico or Canada.
 - b. Definition 12. "property damage" is replaced by the following:
 12. "Property damage" means:
 - a. Physical injury to tangible property, including all resulting loss of use of that property; and
 - b. Loss of use of tangible property that is not physically injured but results from a. above.

For the purposes of this insurance, "electronic data" is not tangible property.

3. The following definitions are added:
 - a. "Computer system" means the following:
 - (1) Computers, including Personal Digital Assistants (PDAs) and other transportable or hand held devices, electronic storage devices and related peripheral components;
 - (2) Systems and applications software; and
 - (3) Communications networks (including the internet, intranets, extranets, virtual private networks, or cloud computing environments) to the extent used by the items in (1) and (2) above;by which "electronic data" is collected, transmitted, processed, stored or retrieved; and
 - (4) "Computer system" includes "electronic data" that is
 - (a) Stored on any of the items described in item (1) above; or
 - (b) Temporarily outside of the "computer system" for use by an insured or an employee of an entity that has such information under a formal agreement with you.
 - b. "Confidential corporate information" means any commercial trade secret, data, design, interpretation, forecast, formula, method, practice, process record, report or other item of information of a non-insured third party, and which is:
 - (1) In your care, custody or control;
 - (2) Not available to the general public; and
 - (3) (a) Provided to you under a mutually agreed upon written confidentiality/non-disclosure agreement; or
 - (b) Marked confidential or otherwise specifically designated in writing as confidential by such third party.
 - c. "Corporate privacy event" means:
 - (1) Unauthorized disclosure by you of "confidential corporate information" or your failure to protect "confidential corporate information" from misappropriation;
 - (2) Failure by you to disclose or warn of an actual or potential disclosure or misappropriation of "confidential corporate information", but only if this policy applies to such disclosure or misappropriation and it resulted directly from (1) above; or

- (3)** Violation of any federal or state privacy statute addressing disclosure or misappropriation of “confidential corporate information”, but only if:
- (a)** This policy applies to such disclosure or misappropriation and it resulted directly from **(1)** or **(2)** above; and
 - (b)** The violation is not willful.
- d.** “Cyber extortion expenses” means:
- (1)** The reasonable and necessary expenses paid by you in response to a “cyber extortion threat” to the party that made the “cyber extortion threat” for the purposes of eliminating the “cyber extortion threat”; and
 - (2)** The expense you incur to complete the mandatory transaction in **(1)**.
- e.** “Cyber extortion threat” means a demand for monetary payment from you based on a credible threat, or series of related credible threats to:
- (1)** Launch a denial of service attack against your “computer system” for the purpose of denying you or authorized third party users access to your services provided through the “computer system” via the internet. A denial of service attack which affects the internet at large and prevents access by you or authorized third party users to your services provided through the “computer system” is not a “cyber extortion threat”;
 - (2)** Gain access to your “computer system” and use that access to steal, release or publish “personally identifiable information”, or “confidential corporate information”;
 - (3)** Alter, damage or destroy “electronic data” that is stored within your “computer system”;
 - (4)** Launch a computer attack against your “computer system” in order to alter, damage or destroy “electronic data” while such “electronic data” is stored within your “computer system”; or
 - (5)** Cause you to transfer, pay or deliver any funds or property using a “computer system” without your authorization.
- “Cyber extortion threat” does not mean or include any threat made in connection with a legitimate commercial dispute.
- f.** “Electronic data” means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
- g.** “Electronic information security event” means:
- (1)** Transmission of malware from your “computer system” to a third party;
 - (2)** The inability of an authorized user to access your web site or your “computer system” because of a denial of service attack;
 - (3)** A “personal identity event”, but this is limited to information that is obtained or released directly from
 - (a)** Your “computer system”; or
 - (b)** The “computer system” of an entity that has such information under a formal agreement with you; or
 - (4)** A “corporate privacy event”, but this is limited to information that is obtained or released directly from your “computer system”.
- As used in this definition, a denial of service attack means an intentional attack directly on your “computer system” that prevents or slows down access to your web site or your computer network. However, a denial of service attack which affects the internet at large and is not directed at your “computer system” is not an “electronic information security event”.
- h.** “Personally identifiable information” means any of the following in your care, custody or control:

- (1) Information from which an individual may be uniquely and reliably identified or contacted, including an individual's name, telephone number, social security number, drivers license number, state identification number, account relationships, account numbers, account balances, account histories, access codes, and passwords;
 - (2) Information concerning an individual that would be considered nonpublic personal information within the meaning of Title V of the Gramm-Leach Bliley Act of 1999 as implemented and amended; and
 - (3) Information concerning an individual that would be considered protected health information within the Health Insurance Portability and Accountability Act of 1996 as implemented and amended.
- i. "Personal identity event" means:
- (1) Unauthorized disclosure by you of "personally identifiable information" or your failure to protect "personally identifiable information" from misappropriation.
 - (2) Failure by you to disclose or warn of an actual or potential disclosure or misappropriation of "personally identifiable information", but only if this policy applies to such disclosure or misappropriation and it resulted directly from (1) above; or
 - (3) Violation of any federal or state privacy statute addressing disclosure or misappropriation of "personally identifiable information", but only if:
 - (a) This policy applies to such disclosure or misappropriation and it resulted directly from (1) or (2) above; and
 - (b) The violation is not willful.
- j. "Privacy crisis management expense" means:
- (1) Reasonable and necessary fees and expenses for:
 - (a) **Computer Forensic Analysis**
An approved outside vendor to conduct a computer forensic analysis with reasonable allocation of time and resources to investigate your "computer system" to determine the cause and extent of the "privacy event";
 - (b) **Crisis Management Review and Advice**
The approved crisis management or legal firm to review the "privacy event" and advise you on the appropriate response;
 - (c) **Travel Expenses**
Travel by directors, "executive officers", partners, or "employees" of the insured, that is done to mitigate the damage from the "privacy event";
 - (d) **Notification to Affected Parties**
Printing, advertising, mailing of materials or other costs to provide notice to affected parties of the "privacy event" for the purposes of maintaining goodwill or compliance with any notification requirements imposed by law; and
 - (e) **Services for Individuals Affected by Personal Identity Event**
The following services provided to any individual whose personal identification is the subject of a "personal identity event", but only if the primary purpose of such services is mitigating the effect of the "personal identity event":
 - (i) **Call Center Services**
Reasonable fees and expenses to establish, maintain and provide call center services;
 - (ii) **Credit Monitoring Services**
Credit file monitoring services; or
 - (iii) **Other Services**

Reasonable fees and expenses for any other service specifically approved by us in writing.

- (2)** However, “privacy crisis management expenses” shall not include:
 - (a)** Compensation, fees, benefits or overhead of any insured or “employee” of any insured;
 - (b)** Costs or expenses that would have been incurred in the absence of the “privacy event”;
 - (c)** Costs or expenses associated with upgrading, maintaining, improving, repairing or remediating any “computer system” as a result of a “privacy event”; or
 - (d)** Costs or expenses associated with upgrading, maintaining, improving, repairing or remediating any procedures, services or property as a result of a “privacy event”.
- k.** “Privacy event” means any one of the following events:
 - (1)** A “corporate privacy event”; or
 - (2)** A “personal identity event”.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CYBER LIABILITY AND PRIVACY CRISIS
MANAGEMENT EXPENSE
AMENDATORY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

MANAGEMENT LIABILITY COVERAGE PART

When endorsement VML306, Cyber Liability and Privacy Crisis Management Expense, is attached, Paragraph 3. of D. Conditions is deleted.

AMENDATORY ENDORSEMENT MANAGEMENT LIABILITY

This endorsement modifies insurance provided under the following:

EMERGENCY SERVICE ORGANIZATION MANAGEMENT LIABILITY COVERAGE FORM

1. HIPAA Fines and Penalties

HIPAA Fines and Penalties Schedule

Limit of Insurance	
\$100,000	Each HIPAA Claim
\$100,000	Aggregate

The exclusion for **Fines** in **Section II. Exclusions** is replaced by the following:

Fines

Fines, penalties and taxes, including those imposed by the Internal Revenue Service code or any similar state or local code.

Except for violations due to willful neglect as defined by the Health Insurance Portability and Accountability Act (HIPAA), this exclusion does not apply to the payment of fines and penalties assessed for HIPAA violations up to the limit of insurance shown in the above HIPAA Fines and Penalties Schedule for the coverage provided under Coverage A. The Each HIPAA Claim Limit of Insurance is part of and not in addition to the Each Wrongful Act Limit shown on the Declarations. The Aggregate Limit of Insurance is part of and not in addition to the Aggregate Limit shown in the Declarations.

2. FLSA Defense Expense Insurance

FLSA Defense Expense Schedule

Limit of Insurance	
\$100,000	Each FLSA Claim
\$100,000	Aggregate

The exclusion for **Wage and Hour Laws** in **Section II. Exclusions** is replaced by the following:

Wage and Hour Laws

Back wages, overtime or similar damages if specified by the Fair Labor Standards Act (FLSA) of 1938, as amended, or any other wage or hour laws.

However, we will reimburse Your "defense expense" as a result of a "suit" for such back wages, overtime or similar damages,

Our duty to reimburse Your "defense expense" ends upon payment of the FLSA Claim **Limit of Insurance** shown in the **Defense Expense Schedule**. The Aggregate Limit of Insurance is the most we will pay for Your "defense expense" arising out of all "suits" in any one policy period.

For the purpose of this endorsement, "defense expense" means, fees or expenses incurred by the insured for:

- a. Legal fees charged by the insured's attorney;
- b. Court costs;
- c. Expert witnesses; and
- d. The cost of court bonds, but we do not have to furnish these bonds.

"Defense expense" does not include:

- a. Any salaries, charges or fees for any insured, insured's volunteers or employees, or former volunteers or employees; or
- b. Any expenses other than a., b., c. and d. above.

3. Spouses, Estates, Heirs, and Legal Representatives added as Insureds

The following additions are made to Paragraph 2. Of **Section III. Who Is An Insured:**

- e. **Spouses.** The spouse of an insured but only for claims arising solely out of his or her status as such.
- f. **Estates, Heirs and Legal Representatives.** If an insured is deceased, the estates, heirs, legal representatives, and assigns, but only for claims arising solely out of their status as such. In the event of the incompetency, insolvency or bankruptcy of an insured, the legal representative of such insured, but only for claims arising solely out of their status as legal representative.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS CHANGES

This endorsement modifies insurance provided under the following:

MANAGEMENT LIABILITY COVERAGE PART

- A. The Fungi and Bacteria exclusion in **SECTION II. EXCLUSIONS** is deleted.
- B. The following paragraph is added to 2. **Duties in the Event of an Offense, "Wrongful Act", "Claim" or "Suit"** of **SECTION V. CONDITIONS**:
 - f. We will notify the first Named Insured in writing of:
 - (1) An initial offer to settle a "claim" made or "suit" brought against any insured under this coverage. The notice will be given not later than the 10th day after the date on which the offer is made.
 - (2) Any settlement of a "claim" made or "suit" brought against the insured under this coverage. The notice will be given not later than the 30th day after the date of settlement.

Named Insured:
HARRIS COUNTY ESD #1

Policy Number: VFNU-TR-0001761-04/000
Policy Period: From 01-01-2024
To 01-01-2025

COMMERCIAL EXCESS LIABILITY COVERAGE PART DECLARATIONS

THIS COVERAGE PART CONTAINS CLAIMS MADE COVERAGE.
PLEASE READ IT CAREFULLY.

Limits of Insurance

Each Occurrence Limit	\$ 2,000,000
Products - Completed Operations Aggregate Limit (where applicable)	\$ 4,000,000
Aggregate Limit	\$ 4,000,000

Retroactive Date
(applicable to Claims Made coverages)

See Schedule of Controlling
Underlying Insurance

Estimated Coverage Part Premium:	\$ 1,250.00
Taxes, Fees and Surcharges:	
Total Premium:	\$ 1,250.00

Commercial Excess Liability Forms

See Schedule of Forms and Endorsements.

This coverage part consists of these declarations, the schedule of controlling underlying insurance, the schedule of forms and endorsements, and any forms and endorsements we may later attach to reflect changes.

Named Insured:
HARRIS COUNTY ESD #1

Policy Number: VFNU-TR-0001761-04/000
Policy Period: From 01-01-2024
To 01-01-2025

SCHEDULE OF CONTROLLING UNDERLYING INSURANCE

Controlling Underlying Insurer

Type of Coverage

Limits of Insurance

Automobile Liability

Name:
NATIONAL UNION FIRE INS. CO. OF PITTSBURGH, PA.

Bodily Injury Liability – Each Person
Bodily Injury Liability – Each Accident

Policy Number:
VFNUTR0001761-04

Property Damage Liability – Each Accident

Policy Period:
01/01/2024 to 01/01/2025

or
\$1,000,000 Combined Single Limit

General Liability

Name:
NATIONAL UNION FIRE INS. CO. OF PITTSBURGH, PA.

\$1,000,000 Each Occurrence
\$1,000,000 Personal & Advertising Injury

Policy Number:
VFNUTR0001761-04

\$10,000,000 General Aggregate
\$10,000,000 Products–Completed Operations Aggregate

Policy Period:
01/01/2024 to 01/01/2025

Occurrence
 Claims Made

Management Liability

Name:
NATIONAL UNION FIRE INS. CO. OF PITTSBURGH, PA.

\$1,000,000 Each Wrongful Act or Offense

Policy Number:
VFNUTR0001761-04

\$10,000,000 Aggregate

Policy Period:
01/01/2024 to 01/01/2025

NONE Retroactive Date

Occurrence
 Claims Made

Named Insured:
HARRIS COUNTY ESD #1

Policy Number: VFNU-TR-0001761-04/000
Policy Period: From 01-01-2024
To 01-01-2025

SCHEDULE OF CONTROLLING UNDERLYING INSURANCE

Controlling Underlying Insurer

Type of Coverage

Limits of Insurance

Employer's Liability

Name: SEE CONTROLLING UNDERLYING INSURANCE	\$100,000	Bodily Injury by Accident – Each Accident
Policy Number:	\$500,000	Bodily Injury by Disease – Policy Limit
Policy Period: to	\$100,000	Bodily Injury by Disease – Each Employee

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

- A.** Any endorsement addressing acts of terrorism (however defined) in any "controlling underlying insurance" does not apply to this excess insurance. The following provisions addressing acts of terrorism apply with respect to this excess insurance:

If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance 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.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such 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; and
 2. 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.
- B.** The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for "injury or damage" that is otherwise excluded under this Coverage Part.

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

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

Throughout this policy the words “you” and “your” refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words “we”, “us” and “our” refer to the company providing this insurance. The word “insured” means any person or organization qualifying as such under the “controlling underlying insurance”.

Other words and phrases that appear in quotation marks in this Coverage Part have special meaning. Refer to Section IV – Definitions. Other words and phrases that are not defined under this Coverage Part but defined in the “controlling underlying insurance” will have the meaning described in the policy of “controlling underlying insurance”.

The insurance provided under this Coverage Part will follow the same provisions, exclusions and limitations that are contained in the applicable “controlling underlying insurance”, unless otherwise directed by this insurance. To the extent such provisions differ or conflict, the provisions of this Coverage Part will apply. However, the coverage provided under this Coverage Part will not be broader than that provided by the applicable “controlling underlying insurance”.

There may be more than one “controlling underlying insurance” listed in the Declarations and provisions in those policies conflict, and which are not superseded by the provisions of this Coverage Part. In such a case, the provisions, exclusions and limitations of the “controlling underlying insurance” applicable to the particular “event” for which a claim is made or suit is brought will apply.

SECTION I – COVERAGES

1. Insuring Agreement

- a. We will pay on behalf of the insured the “ultimate net loss” in excess of the “retained limit” because of “injury or damage” to which insurance provided under this Coverage Part applies.

We will have the right and duty to defend the insured against any suit seeking damages for such “injury or damage” when the applicable limits of “controlling underlying insurance” have been exhausted in accordance with the provisions of such “controlling underlying insurance”.

When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other suit seeking damages for “injury or damage”.

However, we will have no duty to defend the insured against any suit seeking damages for which insurance under this policy does not apply.

At our discretion, we may investigate any “event” that may involve this insurance and settle any resultant claim or suit, for which we have the duty to defend.

But:

- (1) The amount we will pay for “ultimate net loss” is limited as described in Section II – Limits Of Insurance; and
 - (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under this Coverage Part. However, if the policy of “controlling underlying insurance” specifies that limits are reduced by defense expenses, our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of defense expenses, judgments or settlements under this Coverage Part.
- b. This insurance applies to “injury or damage” that is subject to an applicable “retained limit”. If any other limit, such as, a sublimit, is specified in the “controlling underlying insurance”, this insurance does not apply to “injury or damage” arising out of that exposure unless that limit is specified in the Declarations under the Schedule of “controlling underlying insurance”.
 - c. If the “controlling underlying insurance” requires, for a particular claim, that the “injury or damage” occur during its policy period in order for that coverage to apply, then this insurance will only apply to that “injury or damage” if it occurs during the policy period of this Coverage Part. If the “controlling underlying insurance” requires that the “event” causing the particular “injury or damage” takes place during its policy period in order for that coverage to apply, then this insurance will apply to the claim only if the “event” causing that “injury or damage” takes place during the policy period of this Coverage Part.

- d. Any additional insured under any policy of “controlling underlying insurance” will automatically be an additional insured under this insurance. If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance required by the contract, less any amounts payable by any “controlling underlying insurance”.

Additional insured coverage provided by this insurance will not be broader than coverage provided by the “controlling underlying insurance”.

2. Exclusions

The following exclusions, and any other exclusions added by endorsement, apply to this Coverage Part. In addition, the exclusions applicable to any “controlling underlying insurance” apply to this insurance unless superseded by the following exclusions, or superseded by any other exclusions added by endorsement to this Coverage Part.

Insurance provided under this Coverage Part does not apply to:

a. Medical Payments

Medical payments coverage or expenses that are provided without regard to fault, whether or not provided by the applicable “controlling underlying insurance”.

b. Auto

Any loss, cost or expense payable under or resulting from any of the following auto coverages:

- (1) First-party physical damage coverage;
- (2) No-fault coverage;
- (3) Personal injury protection or auto medical payments coverage; or
- (4) Uninsured or underinsured motorists coverage.

c. Pollution

- (1) “Injury or damage” which would not have occurred, in whole or in part, but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.
- (2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants; or

- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, pollutants.

This exclusion does not apply to the extent that valid “controlling underlying insurance” for the pollution liability risks described above exists or would have existed but for the exhaustion of underlying limits for “injury or damage”.

d. Workers’ Compensation And Similar Laws

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

SECTION II – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations, and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or suits brought, or number of vehicles involved;
 - c. Persons or organizations making claims or bringing suits; or
 - d. Limits available under any “controlling underlying insurance”.
2. The Limits of Insurance of this Coverage Part will apply as follows:
 - a. This insurance only applies in excess of the “retained limit”.
 - b. The Aggregate Limit is the most we will pay for the sum of all “ultimate net loss”, for all “injury or damage” covered under this Coverage Part. However, this Aggregate Limit only applies to “injury or damage” that is subject to an aggregate limit of insurance under the “controlling underlying insurance”.
 - c. Subject to Paragraph 2.b. above, the Each Occurrence Limit is the most we will pay for the sum of all “ultimate net loss” under this insurance because of all “injury or damage” arising out of any one “event”.

d. If the Limits of Insurance of the “controlling underlying insurance” are reduced by defense expenses by the terms of that policy, any payments for defense expenses we make will reduce our applicable Limits of Insurance in the same manner.

3. If any “controlling underlying insurance” has a policy period that is different from the policy period of this Coverage Part then, for the purposes of this insurance, the “retained limit” will only be reduced or exhausted by payments made for “injury or damage” covered under this insurance.

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

SECTION III – CONDITIONS

The following conditions apply. In addition, the conditions applicable to any “controlling underlying insurance” are also applicable to the coverage provided under this insurance unless superseded by the following conditions.

1. Appeals

If the “controlling underlying insurer” or insured elects not to appeal a judgment in excess of the amount of the “retained limit”, we may do so at our own expense. We will also pay for taxable court costs, pre- and postjudgment interest and disbursements associated with such appeal. In no event will this provision increase our liability beyond the applicable Limits of Insurance described in Section II – Limits Of Insurance.

2. Bankruptcy

a. Bankruptcy Of Insured

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

b. Bankruptcy Of Controlling Underlying Insurer

Bankruptcy or insolvency of the “controlling underlying insurer” will not relieve us of our obligations under this Coverage Part.

However, insurance provided under this Coverage Part will not replace any “controlling underlying insurance” in the event of bankruptcy or insolvency of the “controlling underlying insurer”. The insurance provided under this Coverage Part will apply as if the “controlling underlying insurance” were in full effect and recoverable.

3. Duties In The Event Of An Event, Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an “event”, regardless of the amount, which may result in a claim under this insurance. To the extent possible, notice should include:

- (1) How, when and where the “event” took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any “injury or damage” arising out of the “event”.

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

- (1) Immediately record the specifics of the claim or suit and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or suit as soon as practicable.

c. You and any other insured involved must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit;
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the suit; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of “injury or damage” to which this insurance may also apply.

d. No insured will, except at that insured’s own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

4. First Named Insured Duties

The first Named Insured is the person or organization first named in the Declarations and is responsible for the payment of all premiums. The first Named Insured will act on behalf of all other Named Insureds for giving and receiving of notice of cancellation or the receipt of any return premium that may become payable.

At our request, the first Named Insured will furnish us, as soon as practicable, with a complete copy of any "controlling underlying insurance" and any subsequently issued endorsements or policies which may in any way affect the insurance provided under this Coverage Part.

5. Cancellation

- a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- b. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- c. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- e. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- f. If notice is mailed, proof of mailing will be sufficient proof of notice.

6. Changes

This Coverage Part contains all the agreements between you and us concerning the insurance afforded. The first Named Insured is authorized by all other insureds to make changes in the terms of this Coverage Part with our consent. This Coverage Part's terms can be amended or waived only by endorsement.

7. Maintenance Of/Changes To Controlling Underlying Insurance

Any "controlling underlying insurance" must be maintained in full effect without reduction of coverage or limits except for the reduction of aggregate limits in accordance with the provisions of such "controlling underlying insurance" that results from "injury or damage" to which this insurance applies.

Such exhaustion or reduction is not a failure to maintain "controlling underlying insurance". Failure to maintain "controlling underlying insurance" will not invalidate insurance provided under this Coverage Part, but insurance provided under this Coverage Part will apply as if the "controlling underlying insurance" were in full effect.

The first Named Insured must notify us in writing, as soon as practicable, if any "controlling underlying insurance" is cancelled, not renewed, replaced or otherwise terminated, or if the limits or scope of coverage of any "controlling underlying insurance" is changed.

8. Other Insurance

a. This insurance is excess over, and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

When this insurance is excess, if no other insurer defends, we may undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

b. When this insurance is excess over other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:

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

9. Premium Audit

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

b. If this policy is auditable, the premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period, we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit premium is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

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

10. Loss Payable

Liability under this Coverage Part does not apply to a given claim unless and until:

- a. The insured or insured's "controlling underlying insurer" has become obligated to pay the "retained limit"; and
- b. The obligation of the insured to pay the "ultimate net loss" in excess of the "retained limit" has been determined by a final settlement or judgment or written agreement among the insured, claimant, "controlling underlying insurer" (or a representative of one or more of these) and us.

11. Legal Action Against Us

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

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

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

12. Transfer Of Defense

a. Defense Transferred To Us

When the limits of "controlling underlying insurance" have been exhausted, in accordance with the provisions of "controlling underlying insurance", we may elect to have the defense transferred to us. We will cooperate in the transfer of control to us of any outstanding claims or suits seeking damages to which this insurance applies and which would have been covered by the "controlling underlying insurance" had the applicable limit not been exhausted.

b. Defense Transferred By Us

When our limits of insurance have been exhausted our duty to provide a defense will cease.

We will cooperate in the transfer of control of defense to any insurer specifically written as excess over this Coverage Part of any outstanding claims or suits seeking damages to which this insurance applies and which would have been covered by the "controlling underlying insurance" had the applicable limit not been exhausted.

In the event that there is no insurance written as excess over this Coverage Part, we will cooperate in the transfer of control to the insured and its designated representative.

13. When We Do Not Renew

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

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

SECTION IV – DEFINITIONS

The definitions applicable to any "controlling underlying insurance" also apply to this insurance. In addition, the following definitions apply.

1. "Controlling underlying insurance" means any policy of insurance or self-insurance listed in the Declarations under the Schedule of "controlling underlying insurance".
2. "Controlling underlying insurer" means any insurer who provides any policy of insurance listed in the Declarations under the Schedule of "controlling underlying insurance".
3. "Event" means an occurrence, offense, accident, act, or other event, to which the applicable "controlling underlying insurance" applies.
4. "Injury or damage" means any injury or damage, covered in the applicable "controlling underlying insurance" arising from an "event".
5. "Retained limit" means the available limits of "controlling underlying insurance" applicable to the claim.
6. "Ultimate net loss" means the total sum, after reduction for recoveries, or salvages collectible, that the insured becomes legally obligated to pay as damages by reason of:
 - a. Settlements, judgments, binding arbitration; or
 - b. Other binding alternate dispute resolution proceeding entered into with our consent.

"Ultimate net loss" includes defense expenses if the "controlling underlying insurance" specifies that limits are reduced by defense expenses.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

- A. Paragraph 5.b. of the Cancellation Provisions of Section III – Conditions** is replaced by the following:
- b. We may cancel this policy:**
- (1)** By mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least 10 days before the effective date of cancellation.

However, if this policy covers a condominium association, and the condominium property contains at least one residence or the condominium declarations conform with the Texas Uniform Condominium Act, then the notice of cancellation, as described above, will be provided to the first Named Insured 30 days before the effective date of cancellation. We will also provide 30 days' written notice to each unit-owner to whom we issued a certificate or memorandum of insurance, by mailing or delivering the notice to each last mailing address known to us.
 - (2)** For the following reasons, if this policy does not provide coverage to a governmental unit, as defined under 28 TEX. ADMIN. CODE, Section 5.7001 :
 - (a)** If this policy has been in effect for 60 days or less, we may cancel for any reason except, that under the provisions of the Texas Insurance Code, we may not cancel this policy solely because the policyholder is an elected official.
 - (b)** If this policy has been in effect for more than 60 days, or if it is a renewal or continuation of a policy issued by us, we may cancel only for one or more of the following reasons:
 - (i)** Fraud in obtaining coverage;
 - (ii)** Failure to pay premiums when due;
 - (iii)** An increase in hazard within the control of the insured which would produce an increase in rate;
 - (iv)** Loss of our reinsurance covering all or part of the risk covered by the policy; or
 - (v)** If we have been placed in supervision, conservatorship or receivership and the cancellation is approved or directed by the supervisor, conservator or receiver.
 - (3)** For the following reasons, if this policy provides coverage to a governmental unit, as defined under 28 TEX. ADMIN. CODE, Section 5.7001:
 - (a)** If this policy has been in effect for less than 90 days, we may cancel this policy for any reason.
 - (b)** If this policy has been in effect for 90 days or more, or if it is a renewal or continuation of a policy issued by us, we may cancel this policy, only for the following reasons:
 - (i)** If the first Named Insured does not pay the premium or any portion of the premium when due;
 - (ii)** If the Texas Department of Insurance determines that continuation of this policy would result in violation of the Texas Insurance Code or any other law governing the business of insurance in Texas;
 - (iii)** If the Named Insured submits a fraudulent claim; or
 - (iv)** If there is an increase in the hazard within the control of the Named Insured which would produce an increase in rate.

B. Paragraph 13. When We Do Not Renew of Section III – Conditions is replaced by the following:

NONRENEWAL

1. We may elect not to renew this policy except, that under the provisions of the Texas Insurance Code, we may not refuse to renew this policy solely because the policyholder is an elected official.
2. This Paragraph, 2., applies unless the policy qualifies under Paragraph 3. below.

If we elect not to renew this policy, we may do so by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal, stating the reason for nonrenewal, at least 60 days before the expiration date. If notice is mailed or delivered less than 60 days before the expiration date, this policy will remain in effect until the 61st day after the date on which the notice is mailed or delivered. Earned premium for any period of coverage that extends beyond the expiration date will be computed pro rata based on the previous year's premium.

3. If this policy covers a condominium association, and the condominium property contains at least one residence or the condominium declarations conform with the Texas Uniform Condominium Act, then we will mail or deliver written notice of nonrenewal, at least 30 days before the expiration or anniversary date of the policy, to:
 - a. The first Named Insured; and
 - b. Each unit-owner to whom we issued a certificate or memorandum of insurance.We will mail or deliver such notice to each last mailing address known to us.
4. If notice is mailed, proof of mailing will be sufficient proof of notice.
5. The transfer of a policyholder between admitted companies within the same insurance group is not considered a refusal to renew.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2.,
Exclusions:

2. Exclusions

NUCLEAR ENERGY LIABILITY

a. Under any Liability Coverage, to "injury or damage":

(1) With respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

b. Under any Liability Coverage, to "injury or damage" resulting from "hazardous properties" of "nuclear material", if:

(1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;

(2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an insured; or

(3) The "injury or damage" arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion (3) applies only to property damage to such "nuclear facility" and any property thereat.

c. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

“Nuclear facility” means:

- (a) Any “nuclear reactor”;
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing “spent fuel”, or (3) handling, processing or packaging “waste”;
- (c) Any equipment or device used for the processing, fabricating or alloying of “special nuclear material” if at any time the total amount of such material in the custody of the “insured” at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of “waste”;

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

“Nuclear reactor” means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

“Injury or damage” includes all forms of radioactive contamination of property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – FUNGI OR BACTERIA

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

- A.** The following exclusion is added to Paragraph 2.
Exclusions of Section I – Coverages:

2. Exclusions

Insurance provided under this Coverage Part does not apply to:

Fungi Or Bacteria

- a.** “Injury or damage” which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any “fungi” or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such “injury or damage”.
- b.** Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, “fungi” or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any “fungi” or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

- B.** The following definition is added to the **Definitions** section:

“Fungi” means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or by-products produced or released by fungi.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNDERLYING CLAIMS-MADE COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

SCHEDULE

Retroactive Date:
(Enter Date Or "NONE" If No Retroactive Date Applies.)
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

If any "controlling underlying insurance" is written on a claims-made basis, the following applies to the insurance provided by this Coverage Part which is excess over that underlying insurance:

A. Paragraph 1.c. under Section I – Coverages is replaced by the following:

c. If the "controlling underlying insurance" requires, for a particular claim, that the "injury or damage" occur on or after the Retroactive Date shown in the Declarations of that insurance in order for that coverage to apply, then this insurance will only apply to that "injury or damage" which occurs on or after the Retroactive Date shown in the Schedule of this endorsement but before the end of the policy period of this Coverage Part. If the "controlling underlying insurance" requires, for a particular claim, that the "event" causing the particular "injury or damage" takes place on or after the Retroactive Date shown in the Declarations of that insurance in order for that coverage to apply, then this insurance will apply to the claim only if the "event" causing that "injury or damage" takes place on or after the Retroactive Date shown in the Schedule of this endorsement but before the end of the policy period of this Coverage Part.

A claim for damages for such "injury or damage" must be first made against the insured during this policy period or any extended reporting period provided under this Coverage Part. A claim will be considered first made under this Coverage Part:

- (1) When notice of such claim is received and recorded by any insured or by us, whichever comes first, if the "controlling underlying insurance" is written on a claims-made and recorded basis; or
- (2) When notice of such claim, after being received by any insured, is reported to us in writing, if the "controlling underlying insurance" is written on any other claims-made basis.

B. The following is added to Section II – Limits Of Insurance:

The "retained limit" will only be reduced or exhausted by payments made for:

- (1) Claims made during the policy period or any Extended Reporting Period of this Coverage Part; or
- (2) Defense expenses if the limits of "controlling underlying insurance" are reduced by defense expenses for that insurance.

C. The following section is added:

Claims-made Extended Reporting Period

1. Any provisions under the "controlling underlying insurance" relating to an Extended Reporting Period for which a separate premium charge is made do not apply to this insurance, unless an Extended Reporting Period is purchased under this insurance.
2. An Extended Reporting Period, consistent with the terms, conditions and duration of any Extended Reporting Period available in accordance with the terms of any "controlling underlying insurance", will be available for this Coverage Part by endorsement, for an additional charge, if:
 - a. This Policy is cancelled or not renewed; or
 - b. This Policy is renewed or replaced with insurance that:
 - (1) Has a Retroactive Date later than the date shown in the Schedule of this endorsement; or
 - (2) Does not apply to "injury or damage" on a claims-made basis.
3. If this Policy and the "controlling underlying insurance" are cancelled or not renewed and an Extended Reporting Period has been provided under the "controlling underlying insurance", then an Extended Reporting Period will be available for this Coverage Part. The Extended Reporting Period available under this Coverage Part will be consistent with the terms, conditions and duration of any Extended Reporting Period provided in accordance with the terms of the "controlling underlying insurance".
4. You must give us a written request for the Extended Reporting Period endorsement under this Coverage Part no later than the time allowed to purchase such endorsement under the "controlling underlying insurance". The Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.
5. We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:
 - a. The exposures insured;
 - b. Previous types and amounts of insurance;
 - c. Limits of Insurance available under this Policy for future payment of damages; and
 - d. Other related factors.
6. If the provisions of the Extended Reporting Period in any "controlling underlying insurance" provide for supplemental aggregate limits of insurance when the Extended Reporting Period is purchased, a supplementary aggregate limit of insurance, equal to the Aggregate Limit shown in the Declarations of this Coverage Part, will apply to claims first made during the Extended Reporting Period if the Extended Reporting Period is purchased for this insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PER LOCATION AGGREGATE LIMIT OF INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

Paragraph **2.b.** under **Section II – Limits Of Insurance** is deleted and replaced by the following:

2.b. The Aggregate Limit is the most we will pay for the sum of all "ultimate net loss", for all "injury or damage" covered under this Coverage Part.

However, this Aggregate Limit only applies to "injury or damage" that is subject to an aggregate limit of insurance under the "controlling underlying insurance".

The above described Aggregate Limit applies separately to each location owned by or rented to or managed by the named insured.

As used herein, location means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FIREWORKS OR PYROTECHNICS EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

The following exclusion is added to Paragraph **2. Exclusions** of **Section I - Coverages**:

This insurance does not apply to any "injury or damage" caused directly or indirectly by fireworks, pyrotechnics or any similar explosive material.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SUBLIMITED COVERAGES ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

The following is added to Paragraph **1.b.** under **Insuring Agreement** in **Section I – Coverages**:

As described in Paragraph **1.b.**, any limits or sublimits of insurance must be:

- (1)** Specifically listed under the Schedule of "controlling underlying insurance"; or
- (2)** Subject to the applicable available limits of "controlling underlying insurance" listed under the Schedule of "controlling underlying insurance";

in order for this insurance to apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ERISA EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

The following exclusion is added to Paragraph **2. Exclusions** of **Section I - Coverages**:

This insurance does not apply to any "injury or damage" arising out of or associated with any obligation of the insured under the Employee Retirement Income Security Act of 1974 (ERISA), and any amendments thereto or any similar federal, state or local statute.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIFIED SUBLIMITED COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

SCHEDULE A

This policy applies to the following coverage contained in the "controlling underlying insurance", subject to the provisions of this endorsement:

ALL COVERAGE, NOT OTHERWISE EXCLUDED IN THE 'CONTROLLING UNDERLYING INSURANCE', FOR 'BODILY INJURY' ARISING OUT OF 'SEXUAL ABUSE'

SCHEDULE B

Each Occurrence Limit of Insurance:	\$2,000,000
Aggregate Limit of Insurance:	\$2,000,000

- A.** This insurance applies to the "controlling underlying insurance" coverage listed in Schedule A above, only to the extent that valid "controlling underlying insurance" for such exposure exists or would have existed for the full limits shown under the Schedule of "controlling underlying insurance" but for the exhaustion of underlying limits.
- B.** For the purposes of this endorsement, the following is added to **Section II – Limits Of Insurance**:
- (1)** The Aggregate Limit of Insurance stated in Schedule B above, is the most we will pay for the sum of all "injury or damage" for the coverage listed in Schedule A above.
 - (2)** Subject to Paragraph **(1)** above, the Each Occurrence Limit of Insurance stated in Schedule B above is the most we will pay for the sum of all "injury or damage", arising out of any one "event", for the coverage listed in Schedule A above.

The above described limits of insurance in paragraphs **(1)** and **(2)** are subject to, and not in addition to, the applicable Aggregate Limit or Products-Completed Operations Aggregate Limit shown in the Declarations page of this policy. Any payments under these limits of insurance will reduce the applicable Aggregate Limit or Products-Completed Operations Aggregate Limit.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT OF INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

SCHEDULE

Products-completed Operations Aggregate Limit:

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Limits Of Insurance is replaced by the following:

1. The Limits of Insurance shown in the Declarations, and the Schedule of this endorsement, and the following rules fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or suits brought, or number of vehicles involved;
 - c. Persons or organizations making claims or bringing suits; or
 - d. Limits available under any "controlling underlying insurance".
2. The Limits of Insurance will apply as follows:
 - a. This insurance only applies in excess of the "retained limit".
 - b. The Aggregate Limit is the most we will pay for the sum of all "ultimate net loss", for all "injury or damage" covered under this Coverage Part, except "ultimate net loss" because of "injury or damage":
 - (1) That is not subject to an aggregate limit of insurance under the "controlling underlying insurance"; or
 - (2) Included in the products-completed operations hazard.
 - c. The Products-completed Operations Aggregate Limit shown in the Schedule of this endorsement is the most we will pay for the sum of all "ultimate net loss" under this insurance because of all "injury or damage" included in a products-completed operations hazard.
 - d. Subject to Paragraph b. or c. of this endorsement, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of all "ultimate net loss" under this insurance because of all "injury or damage" arising out of any one "event".
 - e. If the Limits of Insurance of the "controlling underlying insurance" are reduced by defense expenses by the terms of that policy, any payments for defense expenses we make will reduce our applicable Limits of Insurance in the same manner.
3. If any "controlling underlying insurance" has a policy period that is different from the policy period of this Coverage Part then, for the purposes of this insurance, the "retained limit" will only be reduced or exhausted by payments made for "injury or damage" covered under this insurance.

The Aggregate Limits, as described in Paragraphs b. and c. above, apply separately to each consecutive annual period of this Coverage Part and to any remaining period of this Coverage Part of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMERGENCY SERVICE ORGANIZATION AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

I. The following is added to Paragraph 1.a. Insuring Agreement under Section I – Coverages:

When we have the right and duty to defend the insured against any suit seeking damages for "injury or damage" to which this insurance applies and when the applicable limits of "controlling underlying insurance" have been exhausted, we will pay the insured's expenses incurred at our request, including actual loss of earnings not to exceed \$300 per day.

We will assume such charge only if such expense was not included in the "controlling underlying insurance".

When we assume such charge, we will pay in addition to the applicable limit of insurance only if the policy of "controlling underlying insurance" specifies that limits are not reduced by any defense expenses.

II. Paragraph 3. Duties In The Event Of An Event, Claim or Suit under Section III – Conditions is deleted and replaced by the following:

a. You must see to it that we are notified as soon as possible of an "event", regardless of the amount, which may result in a claim under this insurance. To the extent possible, notice should include:

- (1)** How, when and where the "event" took place;
- (2)** The names and addresses of any injured persons and witnesses; and
- (3)** The nature and location of any "injury or damage" arising out of the "event".

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

- (1)** Immediately record the specifics of the claim or suit and the date received; and
- (2)** Notify us as soon as possible.

You must see to it that we receive written notice of the claim or suit as soon as possible.

c. You and any other insured involved must:

- (1)** Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit;
- (2)** Authorize us to obtain records and other information;
- (3)** Cooperate with us in the investigation or settlement of the claim or defense against the suit; and
- (4)** Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "injury or damage" to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CYBER LIABILITY COVERAGE SUBLIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

SCHEDULE

Cyber Liability Each Occurrence Limit Of Insurance:	\$1,000,000
Cyber Liability Aggregate Limit Of Insurance:	\$2,000,000
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A.** This insurance applies to "injury or damage" attributable to cyber liability only to the extent that valid "controlling underlying insurance" for such cyber liability exists or would have existed but for the exhaustion of underlying limits. Coverage provided will follow the provisions and exclusions of the applicable "controlling underlying insurance" unless otherwise directed by this insurance.
- B.** The following is added to **Section II – Limits Of Insurance:**
- (1)** The Cyber Liability Aggregate Limit of Insurance shown in the Schedule of this endorsement is the most we will pay for the sum of all "ultimate net loss" for all "injury or damage" attributable to cyber liability covered under this Coverage Part.
 - (2)** Subject to Paragraph **B.(1)** above, the Cyber Liability Each Occurrence Limit of Insurance shown in the Schedule of this endorsement is the most we will pay for the sum of all "ultimate net loss" under this insurance because of all "injury or damage" arising out of any one "electronic information security event" covered under this Coverage Part.

The above described limits of insurance in Paragraphs **B.(1)** and **B.(2)** are subject to, and not in addition to, the Aggregate Limit or Products-Completed Operations Aggregate Limit shown in the Declarations page of this policy. Any payments under the Cyber Liability Aggregate Limit of Insurance and Cyber Liability Each Occurrence Limit of Insurance will erode the Aggregate Limit or Products-Completed Operations Aggregate Limit.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNMANNED AIRCRAFT LIABILITY COVERAGE SUBLIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

SCHEDULE

Unmanned Aircraft Liability Each Occurrence Limit Of Insurance:	\$1,000,000
Unmanned Aircraft Liability Aggregate Limit Of Insurance:	\$1,000,000
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. This insurance applies to "injury or damage" attributable to "unmanned aircraft" only to the extent that valid "controlling underlying insurance" for such "unmanned aircraft" exists or would have existed but for the exhaustion of underlying limits. Coverage provided will follow the provisions and exclusions of the applicable "controlling underlying insurance" unless otherwise directed by this insurance.

B. The following is added to **Section II – Limits Of Insurance:**

(1) The Unmanned Aircraft Liability Aggregate Limit of Insurance shown in the Schedule of this endorsement is the most we will pay for the sum of all "ultimate net loss" for all "injury or damage" attributable to "unmanned aircraft" covered under this Coverage Part.

(2) Subject to Paragraph **B.(1)** above, the Unmanned Aircraft Liability Each Occurrence Limit of Insurance shown in the Schedule of this endorsement is the most we will pay for the sum of all "ultimate net loss" under this insurance because of all "injury or damage" arising out of any one "event" attributable to "unmanned aircraft" covered under this Coverage Part.

The above described limits of insurance in paragraphs **B.(1)** and **B.(2)** are subject to, and not in addition to, the Aggregate Limit or Products-Completed Operations Aggregate Limit shown in the Declarations page of this policy. Any payments under the Unmanned Aircraft Liability Aggregate Limit of Insurance and Unmanned Aircraft Liability Each Occurrence Limit of Insurance will erode the Aggregate Limit or Products-Completed Operations Aggregate Limit.

C. The following definition is added to the **Section IV - Definitions:**

"Unmanned aircraft" means an aircraft weighing 15 pounds or less that is not:

1. Designed;
2. Manufactured; or
3. Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

"Unmanned aircraft" includes equipment used with such "unmanned aircraft", provided such equipment is attached to or essential for its operation.



CLAIM REPORTING

Successful claim handling begins with prompt notification. Incidents that will or might give rise to a claim should be immediately reported to your agent. The agent will relay pertinent information to Glatfelter Claims Management, Inc. (GCM). Minimum information needed is:

- Name and telephone number of insured contact person.
- Date, time and location of the accident or incident.
- Description of how the incident occurred.
- Description of the vehicle or property involved.
- Description of the damage and/or injuries.
- Description of any other automobiles, property, persons and witnesses involved, including addresses and telephone numbers, if available.
- If known, the name and incident report number of the responding police department or other authority.

Do not delay reporting an incident to your agent waiting on information such as a police report, repair estimate, or other claim details. When additional information is obtained, it should be promptly reported to your agent or the claim handler assigned by GCM.

Should a claim arise, some important points to remember are:

- Provide assistance to injured persons.
- Protect property from further damage.
- Do not divulge information to anyone other than the assigned claim handler or GCM's authorized representative.
- If a lawsuit is filed, contact your agent immediately who will transmit copies to GCM.

If an after-hours emergency should arise, please contact our office for assistance.

Glatfelter Claims Management, Inc.
P.O. Box 5126
York, PA 17405
Telephone: (800) 233-1957
Claims Fax: (717) 747-7051
E-Mail: claims@glatfelters.com

License Number: 2D89880 (California only)

Glatfelter Claims Management, Inc., a division of Glatfelter Insurance Group, is a wholly owned, third-party claims administrator charged with the handling of claims for VFIS, on behalf of National Union Fire Insurance Company of Pittsburgh, Pa.



(800) 233-1957

www.vfis.com

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are all registered service marks of the same PA Corporation.

AIG TEXAS NOTICE TO POLICYHOLDER

NOTIFICATION OF THE AVAILABILITY OF LOSS CONTROL INFORMATION/SERVICES

This notice is to inform you of our loss control programs available in the State of Texas for insureds purchasing commercial automobile, commercial general liability, professional liability for insureds other than hospitals, medical professional liability for insureds other than hospitals, and professional liability for hospitals.

Pursuant to the Texas Insurance Code we will provide you with loss control information/services based on the risk, exposure, loss experience, and other considerations of your business.

In the state of Texas, loss control services, including surveys, recommendations, consultations, training and analysis of accident causes, are available at no additional charge. A summary of these services are listed below. For more information or to access any of these services, please call us at 1-800-611-3994 or send an email to ProgramsLC@aig.com.

Telephone or On-Site Loss Control Survey: Professional expertise to evaluate your company's risk exposures and controls and make recommendations for improvement.

On-Line Safety Training: Dozens of driver training and general safety courses are available through our dedicated website. Your employees complete the selected courses at their own pace and you can easily and efficiently track their progress.

Educational Webcasts: Leading industry experts discuss a variety of risk management topics.

Customer Service Line: Professional staff members are available every business day to answer your questions and provide loss control advice.

Discounted Service for Criminal Background Checks: A 50-state criminal and sexual offender record check service offered by IntelliCorp, a state of the art ISO Company.

Bulletin Library: Dozens of relevant risk management bulletins in a downloadable PDF format that can help clients identify and evaluate exposures and implement best practices to control losses. A wide range of topics are offered in the areas of: crime, fire, liability, auto and more. You may access this library through www.aig.com/programslosscontrol.

We encourage you to respond to us within the next 60 days with your name, policy number, phone number and/or email address to take advantage of these services that can assist you in preventing losses. Please call or email us indicating the services you are interested in.

In the event you decide not to utilize our loss control services and opt to use your own safety department or hire an outside contractor, the service must be provided by qualified loss prevention representatives who are recognized by the State of Texas.

If you elect not to utilize our loss control services, we require you to provide us with the following information (on your company letterhead stationery, signed by an officer of your firm):

- Acknowledgement of our offer of loss control services and your written rejection.
- Your reasons for selection of an alternative.
- Your alternative loss control program, which must be reasonably commensurate with the risk.
- Verification of the qualification of those who will be performing your loss control services.
- Acknowledgment that quarterly summaries of activities outlined in your loss control program will be submitted to us for review.

If you have any questions or wish to discuss this matter, contact us at 1-800-611-3994 or send an email to ProgramsLC@aig.com.

ENDORSEMENT

**This endorsement, effective 01/01/2024 12:01 A.M.,
Forms a part of Policy No.:** VFNU-TR-0001761-04/000
Issued to: HARRIS COUNTY ESD #1
By: NATIONAL UNION FIRE INS. CO. OF PITTSBURGH, PA.

FEDERAL SHARE OF COMPENSATION UNDER TRIA AND CAP ON LOSSES ENDORSEMENT

This endorsement modifies insurance provided by this Policy:

DISCLOSURE

You should know that where coverage is provided by this Policy for losses resulting from "Certified Acts of Terrorism" (as defined by Section 102 (1) of United States Terrorism Risk Insurance Act), 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 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

You should also know that the Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits United States 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 \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion in a calendar year and if we have met our insurer deductible, we are not liable for the payment of any portion of the amount of such losses that exceeds \$100 billion; and for aggregate insured losses up to \$100 billion, we will only pay a pro rata share of such insured losses as determined by the Secretary of the Treasury.

All other terms and conditions of the Policy remain the same.

Authorized Representative

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

National Union Fire Insurance Company of Pittsburgh, Pa.

To get information or file a complaint with your insurance company or HMO:

Call: AIG at 212-770-7000

Toll-free: 866-397-1933

Email: GCMS@aig.com

**Mail: Attn: Complaints, 1271 Ave of the Americas, Floor 37
New York, NY 10020-1304**

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: Consumer Protection, MC: CO-CP, Texas Department of Insurance, P.O. Box 12030, Austin, TX 78711-2030

¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

National Union Fire Insurance Company of Pittsburgh, Pa.

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

Llame a: AIG al 212-770-7000

Teléfono gratuito: 866-397-1933

Correo electrónico: GCMS@aig.com

**Dirección postal: Attn: Complaints, 1271 Ave of the Americas, Floor 37
New York, NY 10020-1304**

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: www.tdi.texas.gov

Correo electrónico: ConsumerProtection@tdi.texas.gov

Dirección postal: Consumer Protection, MC: CO-CP, Texas Department of Insurance,
P.O. Box 12030, Austin, TX 78711-2030

POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE
(COVERAGE INCLUDED)

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2015, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: 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. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. 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 80% beginning on January 1, 2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion 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 exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism is \$_____0_____, and does not include any charges for the portion of losses covered by the United States government under the Act.

TEXAS PERIOD TO FILE A CLAIM OR BRING LEGAL ACTION AGAINST US NOTICE – WINDSTORM OR HAIL – CATASTROPHE AREA

This Notice does not form a part of your insurance contract. No coverage is provided by this Notice, nor can it be construed to replace any provisions of your policy (including its endorsements). If there is any conflict between this Notice and the policy (including its endorsements), **the provisions of the policy (including its endorsements) shall prevail.**

Carefully read your policy, including the endorsements attached to your policy.

In accordance with Texas Insurance Code Section 2301.010(f), we are notifying you that:

1. With respect to loss or damage in the State of Texas caused by windstorm or hail in the catastrophe area, as defined by the Texas Insurance Code, any claim must be filed with us not later than one year after the date of the loss or damage that is the subject of the claim, except that a claim may be filed after the first anniversary of the date of the loss or damage for good cause shown by the person filing the claim; and
2. Any legal action brought against us under the policy for loss or damage in the State of Texas caused by windstorm or hail in the catastrophe area, as defined by the Texas Insurance Code, must be brought within the earlier of the following:
 - a. Two years and one day from the date we accept or reject the claim; or
 - b. Three years and one day from the date of the loss or damage that is the subject of the claim.

TEXAS DISCLOSURE NOTICE - CLAIMS FILING PERIOD OR CONTRACTUAL LIMITATION - ACTION AGAINST US

This notice is for information purposes only and does not alter the terms or conditions of the policy to which it is attached.

This disclosure, as required by the Texas Department of Insurance, highlights the following provisions that are applicable to your policy:

Claims Filing Period

You are required, under the provisions of this policy, to furnish prompt notice of the loss, which includes a description of the property involved. Any loss caused by windstorm or hail in the catastrophe area, as defined by the Texas Insurance Code, must be filed with us not later than one year after the date of loss. You may also file a claim after the first anniversary of the date of the loss for good cause shown by the person filing the claim.

Contractual Limitation - Action Against Us

With respect to any loss in the State of Texas caused by windstorm or hail in the catastrophe area, as defined by the Texas Insurance Code, no one may bring a legal action against us under this insurance, unless there has been full compliance with all the terms of this insurance, and the action is brought within the earlier of the following:

- A) Two years and one day from the date we accept or reject the claim; or
- B) Three years and one day from the date of loss that is the subject of the claim.

Please contact your agent if you have any questions or concerns regarding this disclosure notice.

POLICYHOLDER NOTICE

Taxes, Assessments and/or Surcharges

The taxes, assessments and/or surcharges shown on the declarations page or any premium schedule are collected on behalf of the applicable State(s) and in accordance with such State's laws and regulations. The payment of these taxes, assessments and/or surcharges is the responsibility of the Named Insured. In the event the applicable State implements a new tax, assessment and/or surcharge or increases such tax, assessment and/or surcharge during the term of this policy, the Named Insured shall remain responsible for the payment of all amounts due under the policy, including those newly implemented or increased taxes, assessments and/or surcharges.

Any newly implemented or increased taxes, assessments and/or surcharges shall apply on the effective date dictated by the applicable State regardless:

1. Of when the Insurance Company implements the new or increased tax, assessment or surcharge into its systems; or
2. If the Insurance Company recalculates the Named Insured's premium in accordance with the policy's terms and conditions as part of a premium audit after the end of the policy period.

POLICYHOLDER NOTICE

Thank you for purchasing insurance from a member company of American International Group, Inc. (AIG). The AIG member companies generally pay compensation to brokers and independent agents, and may have paid compensation in connection with your policy. You can review and obtain information about the nature and range of compensation paid by AIG member companies to brokers and independent agents in the United States by visiting our website at www.aig.com/producer-compensation or by calling 1-800-706-3102.

FACTS**Why?****What?****How?****WHAT DOES AMERICAN INTERNATIONAL GROUP, INC. (AIG) DO WITH YOUR PERSONAL INFORMATION?**

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and Medical Information
- Income and Credit History
- Payment History and Employment Information

When you are *no longer* our customer, we continue to share your information as described in this notice.

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons AIG chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does AIG share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, conduct research including data analytics, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For nonaffiliates to market to you	No	We don't share

Questions?

For AIG Insurance Companies: Call 866-244-4786; Fax: 212-458-7081 or E-Mail: CIPrivacy@aig.com

For Pet insurance sold by AIG Insurance Companies: Call 866-937-7387 or E-Mail: CIPrivacy@aig.com

For LiveTravel, Inc., Travel Guard Group, Inc. or AIG Travel Assist, Inc.: Call 866-244-4786 or E-Mail: CIPrivacy@aig.com

Who we are

Who is providing this notice? The insurance company subsidiaries of American International Group, Inc. (AIG) underwriting property-casualty, accident & health, life insurance and related services and certain marketing subsidiaries of AIG listed below.

What we do

How does AIG protect my personal information? To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We restrict access to employees, representatives, agents, or selected third parties who have been trained to handle nonpublic personal information.

How does AIG collect my personal information? We collect your personal information, for example, when you

- apply for insurance or pay insurance premiums
- file an insurance claim or give us your income information
- provide employment information

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

Why can't I limit all sharing? Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes— information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.

Definitions

Affiliates Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Our affiliates include the member companies of American International Group, Inc., such as National Union Fire Insurance Company of Pittsburgh, Pa.*

Nonaffiliates Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *AIG does not share with nonaffiliates so they can market to you.*

Joint marketing A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- *Our joint marketing partners include companies with which we jointly offer insurance products, such as a bank.*

Other important information

This notice is provided by American Home Assurance Company; AIG Assurance Company; AIG Property Casualty Company; AIG Specialty Insurance Company; Commerce and Industry Insurance Company; Granite State Insurance Company; Illinois National Insurance Co.; Lexington Insurance Company; AIU Insurance Company; National Union Fire Insurance Company of Pittsburgh, Pa.; National Union Fire Insurance Company of Vermont; New Hampshire Insurance Company; The Insurance Company of the State of Pennsylvania; (collectively the "AIG Insurance Companies"). This notice is also provided by certain marketing subsidiaries of AIG, including Morefar Marketing, Inc., LLC, Travel Guard Group, Inc., AIG Travel Assist, Inc. and LiveTravel, Inc. who market insurance or non-insurance products and services to consumers.

For Vermont Residents only. We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures. Additional information concerning our privacy policies can be found using the contact information above for Questions.

For California Residents only. We will not share information we collect about you with nonaffiliated third parties, except as permitted by California law, such as to process your transactions or to maintain your account.

For Nevada Residents Only. We are providing this notice pursuant to Nevada state law. You may elect to be placed on our internal Do Not Call list by contacting us as listed above. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington Street, Suite 3900, Las Vegas, NV 89101; Phone number: 702-486-3132; email: aginfo@ag.nv.gov. You may contact the applicable customer service department using the contact information above or by writing to us at Privacy Officer, 1271 Ave of the Americas, FL 37, New York, NY 10020-1304.

You have the right to see and, if necessary, correct personal data. This requires a written request, both to see your personal data and to request correction. We do not have to change our records if we do not agree with your correction, but we will place your statement in our file. If you would like a more detailed description of our information practices and your rights, please write to us at: Privacy Officer, CIPrivacy@aig.com.



**Property & Casualty
Summary of Coverages**

**PREPARED FOR:
HARRIS COUNTY ESD #1**

FOREWORD

The actual insuring agreements are in the policies, not in this summary of coverages. This summary is not binding on your organization, VFIS or the insurance companies we represent. Actual coverage is provided only by the policy.

This document reflects **renewal** coverage information that is not yet effective as of the document preparation date.

Policies included in this summary:

Policy Number	Effective Date	Expiration Date
VFNU-TR-0001761-04	01/01/2024	01/01/2025

GENERAL INFORMATION

First Named Insured: HARRIS COUNTY ESD #1

Mailing Address: 2800 ALDINE BENDER ROAD
HOUSTON, TX 77032

PROPERTY

Insurer: National Union Fire Insurance Company of Pittsburgh, Pa.

Schedule of Locations

<u>Premises</u>	<u>Item</u>	<u>Address</u>	<u>Occupancy</u>
1	1	2800 ALDINE BENDER HOUSTON, TX 77032	OFFICE/MAINT/DISPATCH
2	1	1620 ISOM RD HOUSTON, TX 77032	WATER WELL WITH SHED
2	2	1620 ISOM RD HOUSTON, TX 77032	AMBULANCE/RESCUE BUILDING
3	1	6310 ALDINE BENDER HUMBLE, TX 77396	AMBULANCE/RESCUE BUILDING
3	2	6310 ALDINE BENDER HUMBLE, TX 77396	TOWER/ANTENNA
4	1	7710 FALLBROOK HOUSTON, TX 77086	AMBULANCE/RESCUE BUILDING
5	1	10512 AIRLINE DR HOUSTON, TX 77037	AMBULANCE/RESCUE BUILDING
6	1	15600 WOODLAND HILLS DR HOUSTON, TX 77032	AMBULANCE/RESCUE BUILDING

Schedule of Limits & Deductibles

Property Deductible: \$5,000

<u>Premises/ Item</u>	<u>Building Limit</u>	<u>Building Valuation</u>	<u>Contents Limit</u>	<u>Contents Valuation</u>	<u>Earthquake Deductible</u>	<u>Flood Deductible</u>	<u>Wind Hail Deductible</u>
1 / 1	\$9,963,182	GRC	Not Covered	N/A	5%	\$1,000	N/A
2 / 1	\$13,686	RC	Not Covered	N/A	5%	\$1,000	N/A
2 / 2	\$2,670,904	GRC	Not Covered	N/A	5%	\$1,000	N/A
3 / 1	\$4,094,505	GRC	Not Covered	N/A	5%	\$1,000	N/A
3 / 2	\$233,972	GRC	Not Covered	N/A	5%	\$1,000	N/A
4 / 1	\$362,672	GRC	Not Covered	N/A	5%	\$1,000	N/A
5 / 1	\$1,012,741	GRC	Not Covered	N/A	5%	\$1,000	N/A
6 / 1	\$2,812,160	GRC	Not Covered	N/A	5%	\$1,000	N/A

PROPERTY

Valuation Basis

VFIS insures property on a **guaranteed replacement cost (GRC), replacement cost (RC), actual cash value (ACV) or functional replacement cost (FRC)** basis. The previous page shows how your property is currently written.

Descriptions

Guaranteed replacement cost pays to replace your property, without deduction for depreciation, even if the replacement cost is greater than the limit on the policy. Here's an example:

	<u>With GRC</u>	<u>Without GRC</u>
Policy limit:	\$100,000	\$100,000
Actual cost to replace:	\$125,000	\$125,000
Policy pays:	\$125,000	\$100,000
You would have to pay:	\$0	\$25,000

Replacement cost pays to replace your property, without deduction for depreciation, but is subject to the limit on the policy.

Actual cash value pays the cost to replace your property, subject to depreciation and subject to the limit on the policy.

Functional replacement cost pays to replace your property with similar property intended to perform the same function, when replacement with identical property is impossible or unnecessary; it's subject to the limit you select.

Property Coverage Extensions

The VFIS policy includes many provisions that provide you additional coverages, including those listed below. The limits listed for the extension apply in addition to the limits already specified in the document. The Property deductible applies to all Property Coverage Extensions except as noted.

Loss of Income	Actual Loss Sustained
Extra Expense	Actual Expense Incurred
Ordinance Coverage	Applies to buildings insured on a Replacement Cost or Guaranteed Replacement Cost basis.
Earthquake	Applies to buildings and contents. Deductible of 5% of the combined building and contents amounts for each damaged structure.
Flood	Applies to buildings and contents. Deductible of \$1,000 applies per premises.
Crisis Incident Response Coverage	\$25,000 limit any one crisis incident
Money & Securities	Included / \$50,000 Limit
Trees, Shrubs, Plants & Lawns	Full Replacement Cost
Sirens & Antennas	Included in Building Amount
Commandeered Property of Others	Full Replacement Cost / Loss of Use
Computer Software	Included / \$250,000 Limit / Computer Virus
Valuable Papers & Records	Actual Incurred Cost
Accounts Receivable	Actual Incurred Cost
Recharge Costs	Incurred Recharge Cost / No Deductible
Deductible Waiver	Included

CRIME

Insurer: National Union Fire Insurance Company of Pittsburgh, Pa.

VFIS offers a broad range of fidelity coverages which are customized to meet the needs of emergency service organizations including the following.

- **Employee Dishonesty** provides reimbursement for the loss of your organization's money or other property resulting from dishonest acts of your volunteers or employees.
- **Computer and Funds Transfer Fraud** will pay for loss the insured sustains arising directly out of the loss of or damage to money, securities, and property other than money and securities. This loss must result directly from the use of any computer to fraudulently cause transfer of that property from inside the premises or banking premises to a person outside those premises, or to a place outside those premises.
- **Fraudulent Impersonation** will pay for loss the insured sustains arising directly from having, in good faith, transferred money, securities or other properties in reliance upon a transfer instruction purportedly issued by an employee, customer or vendor, but which proves to have been fraudulently issued by an imposter.
- **Identity Fraud Expense** is the compensation of expense sustained that was incurred by the insured or any employee as a result directly from identity fraud.

Your selections are indicated below.

Covered Entity

HARRIS COUNTY ESD #1

<p>Public Employee Dishonesty – Blanket Per Employee <small>Includes Treasurers and Tax Collectors</small></p>	<p><u>Limit</u> \$100,000</p>	<p><u>Deductible</u> None</p>	<p><u>Faithful Performance</u> Yes</p>
<p><u>Forgery or Alteration</u></p>	<p><u>Limit</u> \$100,000</p>	<p><u>Deductible</u> None</p>	
<p><u>Computer and Funds Transfer Fraud</u></p>	<p><u>Limit</u> \$100,000</p>	<p><u>Deductible</u> None</p>	
<p><u>Fraudulent Impersonation</u></p>	<p><u>Limit</u> \$100,000</p>	<p><u>Deductible</u> None</p>	
<p><u>Identity Fraud Expense</u></p>	<p><u>Limit</u> \$25,000</p>	<p><u>Deductible</u> None</p>	

AUTO

Insurer: National Union Fire Insurance Company of Pittsburgh, Pa.

<u>Coverage</u>	<u>Symbols</u>	<u>Limits</u>
Bodily Injury / Property Damage Combined Single Limit	8,9	\$1,000,000
"No Fault" or Statutory Personal Injury Protection		Not Included
Medical Payments		Not Included
Uninsured Motorists		Not Included
Underinsured Motorists Insurance		Not Included
Physical Damage Comprehensive		Not Included
Physical Damage Collision		Not Included

Liability Coverage Extensions

Hired and Borrowed Vehicles	Included (Excess)
Commandeered Automobile	Included (Primary)
Volunteers/Employees as insureds under Non-Owned Automobiles	Included (Excess)
Garage Liability	Not Included
Fellow Member Liability	Included

GENERAL LIABILITY / PROFESSIONAL HEALTH CARE LIABILITY

Insurer: National Union Fire Insurance Company of Pittsburgh, Pa.

<u>Coverages</u>	<u>Limits</u>
Each Occurrence or Medical Incident.....	\$1,000,000
Personal and Advertising Injury (each offense).....	\$1,000,000
Fire Damage Legal Liability (any one fire).....	\$1,000,000
Medical Expense (each person).....	\$10,000
General Aggregate (the total payable in any policy term).....	\$10,000,000
Products / Completed Operations Aggregate (the total payable in any policy term).....	\$10,000,000

Optional Coverages (apply only if checked)

- Employer's (Stop Gap) Liability
- Owned Watercraft Liability (boats exceeding 100 horsepower)
- Pollution Liability – Above Ground Storage Tanks

Coverage Extensions

Volunteers and Employees as Insureds	Included
Blanket Additional Insureds	Included
Fellow Member Liability	Included
"Good Samaritan" Liability	Included
Intentional Acts	Included
Pollution Liability	Included
Liquor Liability	Included
Contractual Liability	Included
Owned Watercraft Liability (up to 100 hp)	Included
Non-Owned Watercraft Liability	Included
Owned Personal Watercraft (jet skis and waverunners)	Included
Expanded Aggregate Limit	Per Named Insured (unless you have selected a \$10,000,000 aggregate limit) and Per Location

MANAGEMENT LIABILITY

Insurer: National Union Fire Insurance Company of Pittsburgh, Pa.

	<u>Limits</u>
Each Offense or Wrongful Act.....	\$1,000,000
Aggregate (the total payable in any policy term).....	\$10,000,000
Defense Expense for Injunctive Relief.....	\$100,000

<input checked="" type="radio"/> "Claims made" basis	<input type="radio"/> "Occurrence" basis
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Management Liability coverage protects you against claims for monetary damages arising out of:

- **Employment-related practices**, such as wrongful termination, failure to promote or sexual harassment,
- Errors in the **administration of employee benefit plans**, such as Accident and Sickness coverage, Group Life or Workers' Compensation, and
- Other wrongful acts.

Coverage Extensions

Outside Directorship Liability	Included
Blanket Additional Insureds	Included
Expanded Aggregate Limit	Per Named Insured <small>(unless you have selected a \$10,000,000 aggregate limit)</small>
Fair Labor Standards Act Suit Defense Coverage	\$100,000 for each claim limit
Unintentional Release Of HIPAA Information	\$100,000 limit

Cyber Liability and Privacy Crisis Management Expense

- **Cyber Liability** protects you when claims are made against you for monetary damages arising out of an electronic information security event.
- **Privacy Crisis Management Expense** reimburses for expenses you incur as a result of a privacy crisis management event first discovered during the policy period. This first party coverage is intended to provide professional expertise in the identification and mitigation of a privacy breach while satisfying all Federal and State statutory requirements.
- **Cyber Extortion Expense** reimburses for expenses you incur as a result of a cyber extortion threat first made against you during the policy period.

Cyber Liability

Each Event Limit:	\$1,000,000	Each Electronic Information Security Event
Retroactive Date:	None	

Privacy Crisis Management Expense

Each Event Limit:	\$50,000	Each Privacy Event
Retroactive Date:	None	
Deductible:	\$0	Each Privacy Event

Cyber Extortion Expense

Each Event Limit:	\$20,000	Each Cyber Extortion Threat
Deductible:	\$0	Each Cyber Extortion Threat

**Privacy Crisis Management Expense
and Cyber Extortion Expense**

Aggregate Limit:	\$50,000	Aggregate
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EXCESS LIABILITY

Insurer: National Union Fire Insurance Company of Pittsburgh, Pa.

Excess Liability coverage protects you with the following:

1. It provides excess coverage over your primary liability insurance stated on a schedule of underlying insurance.
2. It will automatically take the place of primary liability policies whose aggregate limits have been exhausted.

	<u>Limits</u>
Each Occurrence.....	\$2,000,000
Annual Aggregate.....	\$4,000,000
Self-Insured Retention.....	None
Abuse or Molestation Each Occurrence.....	\$2,000,000
Abuse or Molestation Aggregate.....	\$2,000,000
Cyber Liability Each Occurrence.....	\$1,000,000
Cyber Liability Aggregate.....	\$2,000,000

Coverage Highlights

Liquor Liability	Follows Form with Underlying
Pollution Liability	Follows Form with Underlying
Management Liability	Follows Form with Underlying
Employer’s Liability	Included (Excess)
Unlimited Defense Costs	Included
Expanded Aggregate Limit	Per Location
Unmanned Aircraft (Drones)	Included subject to \$1,000,000 sublimit

PREMIUM SUMMARY

	<u>Premium</u>
Property.....	\$77,409
Crime.....	\$348
Portable Equipment.....	\$0
Auto.....	\$250
General Liability.....	\$1,091
Management Liability.....	\$365
Excess Liability.....	\$1,250
Total Estimated Annual Premium.....	\$80,713

A "zero" premium indicates no existing coverage for that particular line of business.



A DIVISION OF WINSTAR INSURANCE GROUP

13625 Ronald W Reagan Blvd
Bldg. 3, Suite 100
Cedar Park, TX 78613
Phone: (800) 252-9435

Harris Co ESD #1
2800 Aldine Bender Rd. Ste A
Houston, TX 77032

Invoice # 10814	Page 1 of 1
Account Number	Date
HARRCOE-01	12/22/2023
Balance Due On	
1/1/2024	
Amount Paid	Amount Due
	\$80,713.00

You can now pay ONLINE. To make a payment online, click here: <https://winstar.appliedpay.com/>

Commercial Package	Policy Number: VFNU-TR-0001761	Effective: 1/1/2024 to 1/1/2025
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Item #	Trans Eff Date	Due DateTrans	Description	Amount
52058	1/1/2024	1/1/2024 RENB	Renewal of Commercial Package Effective 1/1/2024	\$80,713.00
Total Invoice Balance:				\$80,713.00

Please note that a \$25 late fee will be applied to any payments that are not received by the due date indicated.

**CERTIFICATE FOR RESOLUTION ADOPTING COMMISSIONER COMPENSATION
(FFES OF OFFICE) AND EXPENSE REIMBURSEMENT POLICY**

THE STATE OF TEXAS §
COUNTY OF HARRIS §
HARRIS COUNTY EMERGENCY SERVICES DISTRICT NO. 1 §

The undersigned officer of the Board of Commissioners of HARRIS COUNTY EMERGENCY SERVICES DISTRICT NO. 1 hereby certifies as follows:

The Board of Commissioners of Harris County Emergency Services District No. 1 convened in a regular meeting at 10 a.m. on the October 24, 2023, at the District's Administrative Office, 2800 Aldine Bender Rd., Houston, TX 77032, and the roll was called of the members of the Board, to-wit:

Cathy Sunday	President
Shirley Reed	Vice President
Virginia Bazan	Secretary
Fred Sciboula	Treasurer
Pete Serna	Asst. Secretary/Asst. Treasurer

and all of said persons were present, except Commissioner(s) _____ thus constituting a quorum. Whereupon, among other business, the following was transacted at the meeting: A written

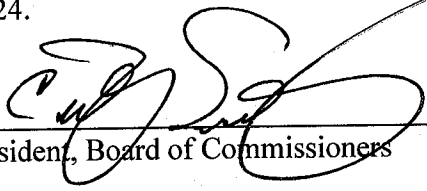
**RESOLUTION ADOPTING COMMISSIONER COMPENSATION (FEES OF OFFICE)
AND EXPENSE REIMBURSEMENT POLICY**

was duly introduced for the consideration of the Board. It was then duly moved and seconded that such Resolution be adopted; and after full discussion, such motion, carrying with it the adoption of such Resolution prevailed, carried, and became effective by the following vote:

AYES: _____ NOES: _____

A true, full and correct copy of the Resolution adopted at the meeting described in the above paragraph is attached to this certificate; the Resolution has been duly recorded in the District's minutes of the meeting; the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the Board as indicated therein; each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid meeting and that the Resolution would be introduced and considered for adoption at the meeting, and each of the officers and members consented, in advance, to the holding of the meeting for such purpose; the meeting was open to the public as required by law; and public notice of the time, place and subject of the meeting was given as required by Chapter 551, Texas Government Code.

SIGNED AND SEALED on this January 18, 2024.



President, Board of Commissioners




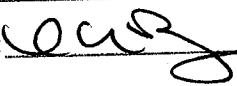
Secretary, Board of Commissioners

(DISTRICT SEAL)

APPROVED
Harris County ESD #1
Board of Commissioners

JAN 30 2024

President: 

Secretary: 

**RESOLUTION ADOPTING COMMISSIONER COMPENSATION (FEES OF OFFICE)
AND EXPENSE REIMBURSEMENT POLICY**

THE STATE OF TEXAS	§
COUNTY OF HARRIS	§
HARRIS COUNTY EMERGENCY SERVICES DISTRICT NO. 1	§

WHEREAS, Harris County Emergency Services District No. 1 (the "District"), is a political subdivision of the State of Texas, organized and operating pursuant to the provisions of Section 48-e, Article III of the Texas Constitution and Chapter 775, Texas Health and Safety Code, as amended; and

WHEREAS, Section 775.038, Health and Safety Code, as amended from time to time, permits the Board of Commissioners (the "Board") of the District to receive compensation in the same manner and amount as are provided by Section 49.060, Water Code; and

WHEREAS, Section 49.060(a), Texas Water Code, as amended, permits the Board of Directors (the "Board") of the District to receive compensation (fees of office) at an amount not greater than the amount of the per diem set by the Texas Ethics Commission for members of the Texas Legislature under Section 24a, Article III of the Texas Constitution for each day the Director actually spends performing the duties of a director, provided the fees of office shall not exceed a sum of \$7,200 per annum in accordance with Subsection 49.060 (a)(1), Texas Water Code, as amended, and to be reimbursed for actual expenses reasonably and necessarily incurred while engaging in activities on behalf of the District; and

WHEREAS, Section 49.060(b), Texas Water Code, as amended, permits the Board to be reimbursed for actual expenses reasonably and necessarily incurred while engaging in activities on behalf of the District; and

WHEREAS, the Board now desires to provide the members of the Board (the "Commissioners") compensation (fees of office) and reimbursement of expenses, thereby adopting a Resolution Adopting an Amended District Fees of Office and Reimbursement Policy.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF HARRIS COUNTY EMERGENCY SERVICES DISTRICT NO. 1 THAT:

1. The Commissioners of the District shall be entitled to receive reimbursement from the District of actual expenses reasonably and necessarily incurred while engaging in activities on behalf of the District. In order to receive reimbursement of expenses, Commissioners must file a Verified Statement with the District prior to disbursement of such reimbursements.

2. The Board recognizes that, pursuant to Section 775.038, Texas Health and Safety Code, as amended, and Section 49.060, Texas Water Code, Commissioners are entitled to receive compensation (fees of office) at an amount not greater than the amount of the per diem set by the Texas Ethics Commission for members of the Texas Legislature under Section 24a, Article III of the Texas Constitution for each day the Commissioner actually spends performing the duties of a

Commissioner, provided the fees of office shall not exceed a sum of \$7,200.00 per annum. "Performing the duties of a commissioner" means substantive performance of the management or business of the District, including participation in board and committee meetings and other activities involving the substantive deliberation of District business and in pertinent educational programs. The phrase does not include routine or ministerial activities such as the execution of documents, self-preparation for meetings, or other activities requiring a minimal amount of time.

3. For purposes of this Resolution, a Verified Statement shall be a statement, in substantially the form attached hereto as Exhibit "A", signed and sworn to by the commissioner seeking reimbursement, setting forth an itemized list and explanation of expenses sought to be reimbursed; provided further that original receipts substantiating all expenses (except expenses not typically evidenced by a receipt) must be attached to such Verified Statement. All Verified Statements, receipts and listing of expenses shall be submitted to the District's Bookkeeper prior to the meeting at which the Board will approve the check for payment of the fee of office and/or expenses claimed.

4. Commissioners of the District may attend conferences and meetings of the Texas State Association of Fire and Emergency Districts ("SAFE-D"). Attendance at other conferences, hearings or meetings by Commissioners must be approved by the Board. Attendance at local meetings or conduct of other local District business shall be approved by the Board. Conference registration expenses for all authorized and approved conferences, meetings and seminars shall be reimbursed in full for Commissioners.

5. Transportation costs for personal vehicle mileage to and from all authorized conferences shall be reimbursed for the Commissioner only at the per mile rate allowed for vehicles by the Internal Revenue Service or transportation costs for air fare for the Commissioner only for coach air fare shall be reimbursed.

6. Reasonable costs of transportation to and from the airport shall be reimbursed for the Commissioner only. Costs of car rental shall be reimbursed provided that any mileage costs charged to the District include only mileage related to travel on behalf of the District or in connection with attendance at an approved conference, meeting or seminar function.

7. Costs of parking at the hotel, conference, meeting or seminar site shall be reimbursed for the conference, meeting or seminar, including the day before and the morning after same. Reasonable costs of parking at the airport for the days of the conference shall also be reimbursed.

8. The District shall reimburse a Commissioner for meals that are actually eaten and paid for by the Commissioner during attendance at an approved conference, meeting or seminar function. No reimbursement shall be made for the meals of a guest, spouse and/or children of a Commissioner.

9. Costs of a hotel room at the conference, meeting or seminar shall be reimbursed based on the conference rate, government rate or most favorable corporate rate, including costs of the room the night of commencement date of the conference, meeting or seminar and the night of

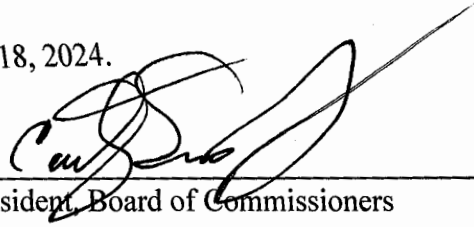
the final meeting day of the conference, meeting or seminar; provided, however, if a Commissioner is attending a conference-sponsored or conference-affiliated event that begins on the morning of the conference, meeting or seminar, the cost of a hotel room the night prior to the commencement of the conference, meeting or seminar may be reimbursed subject to the prior approval by the Board.

10. Other reasonable or extraordinary expenses of a Commissioner attending an approved conference, meeting or seminar function may be allowed, including reimbursement for expenses related to conference-sponsored events, including, but not limited to, luncheons, dinners and golf tournaments, subject to prior approval of such expenses by the Board.

11. The effective date of the provisions of this Resolution shall be January 18, 2024.

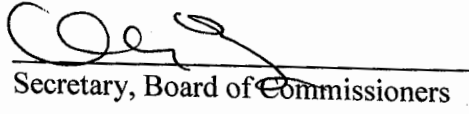
[EXECUTION PAGE TO FOLLOW]

PASSED AND APPROVED on January 18, 2024.



President, Board of Commissioners

ATTEST:

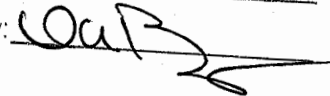


Secretary, Board of Commissioners

APPROVED
Harris County ESD #1
Board of Commissioners

JAN 30 2024

President: 

Secretary: 



President's Report – HCEC

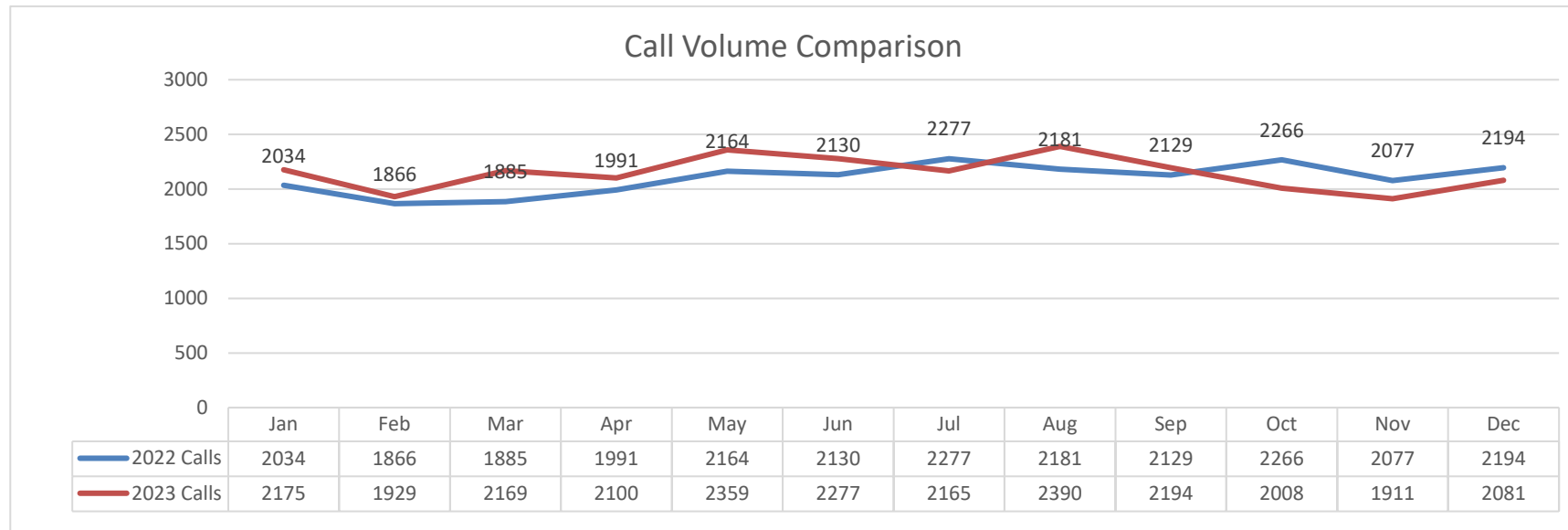
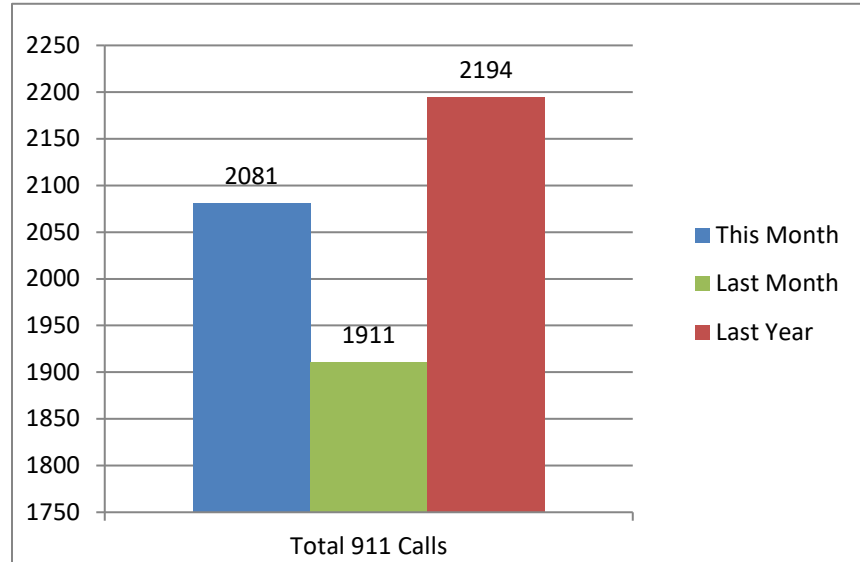
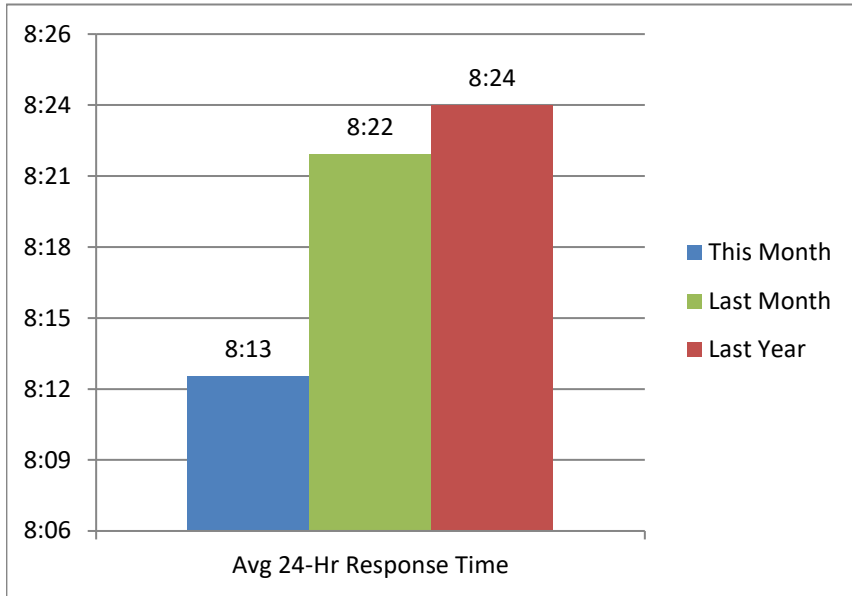
January 2024 Meeting

- HCEC responded to 2081 911 calls this month, compared to 1911 in the previous month. Our response time is 8:13.
- HCEC was informed that it was granted full 3-year accreditation by the Commission on Accreditation of Ambulance Services.
- HCEC was informed that it was compliant with the ACE dispatch accreditation for the last quarter of 2023.
- HCEC held a clinical case review this month, which is a great educational opportunity for our medics.
- HCEC will have our annual internal goals and accomplishments meeting on 2/1.

Vehicle Accidents last month: 3, minor

Maintenance Requests last month: 23

HCEC Activity December 2023



911 STATISTICS REPORT FOR PERIOD 12-01-23 to 12-31-23

INCIDENT TOTALS																												* Medic units that went enroute in district, NO mutual aid responses				
RESPONSE TYPE	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
ALS Response	66	53	47	63	38	63	54	46	69	51	45	41	47	48	53	50	69	60	49	62	54	63	58	38	61	48	53	59	45	64	52	1,669
BLS Response	20	13	22	14	12	14	19	13	23	19	8	13	16	7	5	15	7	23	7	11	7	11	15	15	11	14	4	7	13	13	21	412
Totals	86	66	69	77	50	77	73	59	92	70	53	54	63	55	58	65	76	83	56	73	61	74	73	53	72	62	57	66	58	77	73	2,081

INCIDENT TOTALS BY SHIFT																												* Medic units that went enroute in district, NO mutual aid responses				
SHIFT	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
- Shift		1		1						1						1																4
A - Shift			58	7	46	7					45	8	59	7					51	13	50	18						47	9	51	19	495
B - Shift				69	4	70	11					46	4	48	8					60	11	56	14					57	7	58	15	538
C - Shift	75	10					62	8	76	14					50	17	48	11					59	10	48	12					58	558
D - Shift	11	55	11					51	16	55	8					47	28	72	5					43	24	50	10					486
Totals	86	66	69	77	50	77	73	59	92	70	53	54	63	55	58	65	76	83	56	73	61	74	73	53	72	62	57	66	58	77	73	2,081

INCIDENT PRIORITY LEVEL SUMMARY								* Medic units that went enroute in district, NO mutual aid responses
RESPONSE TYPE	Alpha	Bravo	Charlie	Delta	Echo	Unspecified	Total	
ALS Response	170	277	351	654	46	171	1,669	
BLS Response	229	28		1		154	412	
Totals	399	305	351	655	46	325	2,081	

LEVEL OF SERVICE STATUS CHANGES BY DAY											
LEVEL OF SERVICE Day-}	2	6	4	6	18	13	15	17	20	31	Total
Level 0	2	1			1		1				5
Level 1	1	1	2	1	1	1		2	3	2	14
Totals	3	2	2	1	2	1	1	2	3	2	19

OUT OF THE CHUTE RESPONSE AVERAGES AND STATISTICS							* Incidents with units that enroute in district, NO mutual aid responses
RESPONSE TYPE	ASSIGNED TO ENROUTE	ASSIGNED TO ONSCENE	ENROUTE TO ONSCENE	HOSPITAL TO IN-SERVICE	AVERAGE ONSCENE TIME	AVERAGE INCIDENT TIME	
BLS Response	00:01:32	00:08:43	00:06:48	23:35:32	00:51:19	00:41:29	
ALS Response	00:01:57	00:10:14	00:07:53	00:21:23	00:14:09	00:54:28	

911 STATISTICS REPORT FOR PERIOD 12-01-23 to 12-31-23

AVERAGE RESPONSE TIMES BY UNIT - IN DISTRICT						
HH:MM:SS	* All units assigned to a response in district that went enroute					
UNIT	ASSIGNED TO ENROUTE	ASSIGNED TO ONSCENE	ENROUTE TO ONSCENE	HOSPITAL TO IN-SERVICE	AVERAGE ONSCENE TIME	AVERAGE INCIDENT TIME
EMS930	00:01:15	00:09:57	00:08:42	00:00:00	00:19:09	00:29:07
EMS980	00:01:01	00:11:33	00:10:30	00:26:09	00:16:16	00:49:57
M91	00:00:56	00:07:55	00:06:58	00:26:53	00:16:16	00:56:16
M910	00:00:50	00:08:34	00:07:45	00:26:47	00:17:04	00:57:58
M92	00:01:04	00:08:25	00:07:18	00:29:35	00:18:32	01:00:04
M920	00:00:57	00:08:12	00:07:13	00:28:52	00:15:49	00:55:22
M921	00:00:54	00:07:33	00:06:38	00:09:58	00:16:27	00:46:36
M93	00:01:22	00:07:30	00:06:07	00:31:28	00:17:28	00:56:23
M930	00:01:24	00:07:57	00:06:34	00:30:05	00:15:53	00:57:11
M94	00:01:15	00:07:55	00:06:39	00:30:04	00:17:29	00:54:32
M940	00:00:54	00:06:58	00:06:01	00:33:36	00:16:04	00:50:15
M941	00:01:07	00:08:26	00:07:19	00:30:21	00:13:16	00:55:40
M95	00:01:11	00:08:19	00:07:08	00:29:35	00:16:38	00:51:32
M950	00:00:43	00:08:07	00:07:23	00:04:04	00:28:21	01:00:37
M96	00:01:16	00:07:29	00:06:12	00:33:15	00:18:39	01:02:42
M97	00:01:14	00:07:57	00:06:42	00:30:06	00:14:34	00:51:52
M980	00:00:56	00:09:02	00:08:04	00:33:56	00:16:21	00:54:34

MM:SS		AVERAGE ASSIGNED TO ON SCENE TIME - ALL CALLS	
AVERAGE ASSIGNED TO ONSCENE		* Incidents with units that enroute in district	
00:08:13			

INCIDENT RESPONSE TOTALS BY SHIFT																																	
* All units assigned to a response that went enroute																																	
SHIFT	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total	
- Shift		1													1																		2
A - Shift			71	8	48	7				48	9	67	8					59	14	58	21						53	10	60	19		560	
B - Shift				84	4	87	12					50	5	59	8					67	13	62	15					66	7	68	17	624	
C - Shift	94	12					78	9	95	16					64	22	61	11					65	11	54	12					78	682	
D - Shift	13	65	13					57	16	63	9					58	35	83	5					52	28	57	12					566	
Totals	107	78	84	92	52	94	90	66	111	79	57	59	72	67	72	81	96	94	64	81	71	83	80	63	82	69	65	76	67	87	95	2,434	

911 STATISTICS REPORT FOR PERIOD 12-01-23 to 12-31-23

INCIDENT RESPONSE TOTALS BY UNIT																																* All units assigned to a response that went enroute	
UNIT	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total	
9912	3							1						1				1															6
CHP1						1																											1
D90	6	7	4	5		4	7	1	4	6	1	1	3	3	5	9	9	5	4	3	5	3	2	3	1	2	1	2	4	3	12	125	
D901	5	3	7	9	2	6	7	3	13		3	1	3	9	7	3	1	3	3	3	3	5	4	4	3	3	7	2	4	6	1	133	
EMS930																	1																1
EMS980	4			5			6			4	4	5	3	4							7	4										46	
HCMD1							1																										1
M91	11	5	7	11	3	6	5	10	6	6	4	4	7	8	6	8	15	9	7	6	5	10	4	12	8	7	5	5	5	10	11	226	
M910	6	3	3		3	5	4		3	3		1						4	2									2	1			40	
M92	7	7	10	7	4	7	4	6	11	5	3	4	7	6	4	7	11	7	6	6	8	10	9	9	8	8	5	7	6	8	8	215	
M920	8	5	7	8	3	12	4	7	11	5	3	6	8	5	4	8	11	4	7	7	6	8	6	7	11	9	11	4	5	10	7	217	
M921	1	5	2				4	6	2																			4				24	
M93	6	6	11	8	8	5	7	4	10	12	4	4	9	7	7	6	3	7	6	8	7	5	11	8	6	4	9	8	6	12	7	221	
M930	8	5	9	13	7	8	9	3	9	9	6	6	8	4	8	12	11	13	5	10	4	4	10	4	7	7	6	9	5	4	8	231	
M94	9	5	7	7	4	10	6	5	10	6	9	8	5	7	7	8	7	7	9	8	7	9	7	7	11	12	4	7	6	7	7	228	
M940			2		4	5				4	5	2	2			3	5	9		4	5	4	4									7	65
M941	8	8	1				7	5																				5	7	6	2	49	
M95	9	3	6	7	4	9	6	8	10	5	5	5	5	5	9	3	6	6	6	7	7	8	8	6	7	7	8	8	7	4	7	201	
M950		1																													3	2	6
M96	10	6	6	8	5	5	8	3	10	7	6	7	8	4	5	9	9	8	6	6	6	6	8	1	5	3	5	6	7	6	10	199	
M97	6	6	2	4	2	4	5	3	9	7	4	5	4	4	5	3	7	5	3	6	4	7	4	2	9	7	4	3	1	8	6	149	
M980		3			3	7		1	3						5	1		6					4	3		6			4	3		49	
SE1																1																	1
Totals	107	78	84	92	52	94	90	66	111	79	57	59	72	67	72	81	96	94	64	81	71	83	80	63	82	69	65	76	67	87	95	2,434	

911 STATISTICS REPORT FOR PERIOD 12-01-23 to 12-31-23

INCIDENT REFUSAL TOTALS BY UNIT																																	
UNIT	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total	
EMS910								1																								1	
EMS930																	1															1	
EMS980				1			2			1	1	2	1	2						4	3										17		
M91	2	1	2	2		2		1		1		1	1	1	1		5		2	1				3	2		1	2		2	33		
M910		1			2		2			1		1																2			9		
M92	2	1	1	3		1		1	2				2			3	1	3	1	1	2	1	1	1	1	1	1	1	2	1	1	35	
M920	1		1	3		4	1	1	3	1			1	1		1	1	2	2	3			1	1	1	2	2	2	1	1	3	1	41
M921		2	1				2																					1			6		
M93	2		3	1	1	1	3	1	3	2	1		1	1	2					3	1	3		1	2	1		1	2	2	4	42	
M930	2		1	3	1		5	1	2	1	1	1		3	2	5	2	5	1	1	2		1	1	3	1		2			1	48	
M94	4		3	2	2	1	1	2	3	2	3			1		3	2	1		1	1	4	2	2	1	6		2		2	1	52	
M940					1					1	2					1	1	2					1								9		
M941		1					2	1																					2	1	1	8	
M95	3			1	1	6	2	3	1			1	1	1	3	1	1	1	2	2	3	5	2	2	1	1		1	3	1	3	52	
M950																														1		1	
M96		1	1		1		5		2		1	1	2		1	3	2	3					2				1	3		2	3	34	
M97	2		1	1	1	1	1		1	1	1		2	1		2	1	1	2			2			2		2	1		2	1	29	
M980					3	1			2						2			1					1	1				1			12		
Totals	18	7	14	17	13	17	26	12	19	11	10	7	11	11	11	19	17	19	13	14	14	15	11	12	13	11	8	17	10	17	16	430	

INCIDENT REFUSAL REASON BY SHIFT					
REFUSAL REASON	A - Shift	B - Shift	C - Shift	D - Shift	Total
Refusal AMA	86	114	105	93	398
Refusal Parental	7	8	10	7	32
Total	93	122	115	100	430

911 STATISTICS REPORT FOR PERIOD 12-01-23 to 12-31-23

NATURE SUMMARY BY UNIT

NATURE	EMS910	EMS930	EMS980	M91	M910	M92	M920	M921	M93	M930	M94	M940	M941	M95	M950	M96	M97	M980	Total
ABDOMINAL PAIN			1																1
ALLERGIC REACTION							1		1					1					8
ANIMAL BITE/ATTACK							1		1										2
ASSAULT			1	1	1	1	1	1	1	1	1	1	1	1		1	1	1	87
AUTO-PEDESTRIAN									1							1			2
BURNS/EXPLOSION				1															1
CARBON MONOXIDE/HAZMAT							1												1
CARDIAC				1	1	1	1	1	1	1	1	1	1	1		1	1	1	194
CHILD LOCKED IN VEHICLE																	1		2
CHOKING				1	1	1	1		1		1	1		1					13
CITIZEN ASSIST							1		1		1					1			4
COMMERCIAL BUILDING FIRE							1							1					3
COMMERCIAL FIRE																1			1
CONVULSIONS/SEIZURES				1					1					1			1		4
CVA ABNORMAL BREATHING				1	1	1			1		1			1		1	1		12
CVA BREATHING NORMAL																	1		1
CVA LOSS OF BALANCE							1	1											2
CVA NOT ALERT				1		1	1		1	1	1		1	1		1	1		14
CVA PARALYSIS					1									1					2
CVA SPEECH PROBLEM					1		1		1		1				1		1		6
CVA STROKE HISTORY							1												1
CVA VISION PROBLEMS							1												1
CVA WEAKNESS						1	1		1	1	1			1		1	1		11
DIABETIC			1	1		1	1	1	1	1	1	1	1	1		1	1	1	39
DIABETIC PROBLEMS										1				1					2
ELECTROCUTION											1								1
EXTING RESIDENTIAL FIRE										1									1
FALLS			1	1		1	1	1	1	1	1			1			1	1	18
FULL ARREST				1	1	1	1			1	1	1		1		1			18
HEADACHE			1			1		1		1	1		1	1		1	1		14
HEMORRHAGE/LACERATIONS			1		1				1	1	1					1			9
INJ. PARTY FROM A FALL			1	1	1	1	1	1	1	1	1	1	1	1		1	1	1	125
INJURED PARTY			1	1	1	1	1		1	1	1	1	1	1	1	1	1	1	54
MAN DOWN						1				1				1					4
MED CALL				1				1									1	1	4
MEDICAL ALARM				1		1			1		1	1		1					7
MEDICAL CALL	1		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	398
MOBILE HOME						1	1				1								4
MOTOR VEHICLE ACCIDENT			1	1	1	1	1	1	1	1	1	1	1	1		1	1	1	209
MVA ARREST													1					1	2

911 STATISTICS REPORT FOR PERIOD 12-01-23 to 12-31-23

NATURE	EMS910	EMS930	EMS980	M91	M910	M92	M920	M921	M93	M930	M94	M940	M941	M95	M950	M96	M97	M980	Total
MVA AUTO PED				1		1			1	1			1	1		1			12
MVA BIKE MOTORCYCLE							1		1										4
MVA EJECTION							1			1						1			3
MVA ENTRAPMENT				1					1	1	1		1	1		1	1		8
MVA HIGH VELOCITY				1		1	1		1	1	1			1		1		1	18
MVA INVOLVING ATV				1															1
MVA INVOLVING BUILDING				1							1					1		1	4
MVA INVOLVING BUS				1					1			1							3
MVA ROLL OVER				1		1	1		1	1	1			1			1		12
MVA UNCONSCIOUS									1							1			2
MVA WITH ENTRAPMENT				1			1		1	1	1			1					10
MVA WITH ROLLOVER				1						1	1			1					4
O.B.				1		1	1		1		1		1	1		1	1	1	22
OBSTETRICS CALL							1												1
ODOR INSIDE W/SICK PERSON						1													1
OUTSIDE FIRE											1								1
OVERDOSE				1		1	1		1	1	1	1		1	1	1	1		34
OVERDOSE/POISONING				1			1		1	1	1			1		1			9
POSSIBLE D.O.A.										1	1			1			1		4
PSYCHIATRIC		1	1	1	1	1	1	1	1	1	1	1	1	1		1	1	1	64
RESIDENTIAL FIRE				1		1			1	1	1			1		1			12
RESIDENTIAL FIRE MULT									1				1						2
RESIDENTIAL FIRE MULTI										1	1								4
RESPIRATORY				1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	245
RESPIRATORY ARREST						1					1								2
SEIZURES				1	1	1	1	1	1	1	1	1	1	1		1	1	1	83
SHOOTING				1															3
SML NON DWELLING FIRE							1												1
STABBING														1					2
STABBING SHOOTING				1		1	1		1	1	1	1					1		12
STROKE/CVA						1													1
STRUCTURE FIRE									1										1
STRUCTURE FIRE HIGH LIFE					1														1
STRUCTURE FIRE O/WATER							1												1
TRAIN COLL INV VEHICLES				1															1
TRANS/INTERFAC/PALLIATIVE CARE																	1		1
TRAUMATIC INJURIES (SPECIFIC)					1	1				1	1								4
UNCONSCIOUS PARTY				1	1	1	1	1	1	1	1	1	1	1		1	1	1	139
UNKNOWN PROBLEM				1		1	1	1	1	1	1	1	1	1		1	1	1	64
Totals	2	1	43	211	39	200	207	23	208	224	222	60	49	197	6	194	146	46	2,078

911 STATISTICS REPORT FOR PERIOD 12-01-23 to 12-31-23

PATIENT TRANSPORTS BY UNIT																																	
UNIT	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total	
EMS910								0					1	0								1											2
EMS930																	0																0
EMS940															0				0														0
EMS980	4			3			3			2	3	2	2	1						2	1											23	
M91	5	2	1	7	3	4	5	7	6	4	2	2	6	6	4	6	5	8	4	5	4	7	4	7	4	6	3	2	2	7	6	144	
M910	2	2	2		1	4	2		3	2		0						3	2									0	1			24	
M92	3	3	6	4	4	5	4	4	7	4	3	4	4	5	3	3	8	4	5	2	3	5	6	7	7	5	4	2	3	7	5	139	
M920	5	5	6	5	3	5	3	4	5	3	3	4	6	3	2	5	10	2	3	2	4	6	4	3	5	5	6	3	4	5	5	134	
M921	1	1	1				2	5	1																			3				14	
M93	4	4	5	7	5	4	4	3	6	3	2	3	4	6	4	3	3	5	3	5	3	4	9	4	1	3	7	7	3	9	3	136	
M930	5	4	7	6	5	7	2	2	7	8	5	5	7	1	4	4	7	6	2	7	2	4	8	2	4	3	6	6	4	2	6	148	
M94	5	4	3	5	1	5	5	1	5	3	5	7	4	6	5	5	3	4	7	4	6	3	4	4	7	6	4	4	3	5	4	137	
M940			2		2	4				3	2	2	2			1	2	2		4	3	3	4									4	40
M941	4	6	1				5	4																				5	4	4	1	34	
M95	6	2	5	6	2	3	4	4	6	3	4	2	4	3	5	2	3	4	4	5	3	2	2	3	6	6	7	4	3	3	2	118	
M950	0	1																												2	1	4	
M96	9	4	4	6	3	4	1	3	7	5	5	5	6	2	3	5	6	3	5	6	6	6	5	1	5	3	3	3	7	2	7	140	
M97	2	6	1	2	0	3	3	2	5	4	4	4	1	3	5	0	5	3	1	6	4	3	4	1	2	4	2	2	1	6	4	93	
M980		2			0	4		1	1						3	0		3				2	1		5			2	3			27	
Totals	55	46	44	51	29	52	43	40	59	44	38	40	47	36	38	34	52	47	36	48	39	46	51	32	46	41	42	43	38	52	48	1,357	

911 STATISTICS REPORT FOR PERIOD 12-01-23 to 12-31-23

TRANSPORT DESTINATION SUMMARY BY UNIT

TRANSPORT DESTINATION	EMS910	EMS980	M91	M910	M92	M920	M921	M93	M930	M94	M940	M941	M95	M950	M96	M97	M980	Total
ADVANCE DERMATOLOGY															1			1
BEN TAUB HOSPITAL		1	1					1		1					1	1		6
CHI ST LUKE'S VINTAGE			7	1		1		15	24						30	1		79
CYPRESS CREEK HOSPITAL			3										1					4
HCA ER 247 WILLOWBROOK				1					1									2
HCA ER FALLCREEK					6	5				6	3	1			1	3		25
HCA HOUSTON ER 247		1	1					2										4
HCA HOUSTON ER 249			10	1	2			10	4	1			1		10			39
HCA HOUSTON HEALTHCARE NORTHWEST		7	64	10	16	14	1	20	35	3	2		75	2	15	2	8	274
HCA KINGWOOD MEDICAL CENTER			1		3	2	1			7		2				1	1	18
HEALTH ONE EMERGENCY CARE -KINGWOOD		1														1		2
HOUSTON METHODIST EMERGENCY CARE CENTER SPRING													1					1
KINGWOOD EMERGENCY CENTER		2	1		1		1			5		1				3		14
KINGWOOD MEDICAL CENTER		2	5		30	33	3	1		25	8	7	1			18		133
LYNDON B JOHNSON GENERAL HOSPITAL			7		22	8	1		3	10	7	3	7		2	4		74
MD ANDERSON CANCER CENTER							1											1
MEMORIAL HERMANN GREATER HEIGHTS				1	1			2							2			6
MEMORIAL HERMANN HOSPITAL			5		2	5		2		2	2		2		1			21
MEMORIAL HERMANN NORTHEAST		6	8	2	50	59	6	1	1	66	17	19			1	53	11	300
MEMORIAL HERMANN SUMMER CREEK EMERGENCY DEPARTMENT										3			1			5	1	10
MEMORIAL HERMANN THE WOODLANDS	1		2	3		1							5				1	13
METHODIST HOSPITAL					1					2					1			4
METHODIST WILLOWBROOK	1	3	22	3	3	3		82	77	2			3	1	65		2	267
METHODIST WOODLANDS HOSPITAL													4	1	2			7
TEXAS CHILDRENS HOSPITAL			4		1	2				4					1	1		13
TEXAS CHILDRENS THE WOODLANDS CAMPUS			3	2		1			3		1		17		7		3	37
THE WOMAN'S HOSPITAL OF TEXAS												1						1
VETERANS AFFAIRS MEDICAL CENTER					1													1
Totals	2	23	144	24	139	134	14	136	148	137	40	34	118	4	140	93	27	1,357

911 STATISTICS REPORT FOR PERIOD 12-01-23 to 12-31-23

D:HH:MM:SS		AVERAGE HOSPITAL TO IN-SERVICE TIME			* All units assigned to a response that went enroute in district, NO mutual aid responses
Location Name	Transports	Average Duration	Longest Duration	Total Time At Hospital	
ADVANCE DERMINTOLOGY	1	0:00:30:22	0:00:30:22	0:00:30:22	
BEN TAUB HOSPITAL	6	0:00:30:14	0:00:43:19	0:03:01:27	
CHI ST LUKE'S VINTAGE	79	0:00:35:16	0:01:02:05	1:22:26:51	
CYPRESS CREEK HOSPITAL	4	0:00:12:58	0:00:16:04	0:00:51:54	
HCA ER 247 WILLOWBROOK	2	0:00:14:12	0:00:17:46	0:00:28:25	
HCA ER FALLCREEK	25	0:00:15:22	0:00:29:14	0:06:24:22	
HCA HOUSTON ER 247	4	0:00:17:35	0:00:30:00	0:01:10:20	
HCA HOUSTON ER 249	39	0:00:16:03	0:00:43:43	0:10:26:06	
HCA HOUSTON HEALTHCARE NORTHWEST	274	0:00:34:15	0:02:18:05	6:12:26:28	
HCA KINGWOOD MEDICAL CENTER	18	0:00:41:19	0:01:06:56	0:12:23:50	
HEALTH ONE EMERGENCY CARE -KINGWOOD	2	0:00:55:46	0:01:13:31	0:01:51:33	
HOUSTON METHODIST EMERGENCY CARE CENTER SPRING	1	0:00:14:10	0:00:14:10	0:00:14:10	
KINGWOOD EMERGENCY CENTER	14	0:00:23:45	0:00:51:10	0:05:32:38	
KINGWOOD MEDICAL CENTER	133	0:00:39:38	0:02:40:22	3:15:53:14	
LYNDON B JOHNSON GENERAL HOSPITAL	74	0:00:31:53	0:01:27:57	1:15:20:30	
MD ANDERSON CANCER CENTER	1	0:00:28:48	0:00:28:48	0:00:28:48	
MEMORIAL HERMANN GREATER HEIGHTS	6	0:00:46:44	0:01:31:45	0:04:40:28	
MEMORIAL HERMANN HOSPITAL	21	0:00:27:18	0:01:01:11	0:09:33:18	
MEMORIAL HERMANN NORTHEAST	300	0:00:35:57	0:01:38:54	7:11:48:09	
MEMORIAL HERMANN SUMMER CREEK EMERGENCY DEPARTMENT	10	0:00:17:12	0:00:26:03	0:02:52:03	
MEMORIAL HERMANN THE WOODLANDS	13	0:00:34:55	0:01:23:27	0:07:33:59	
METHODIST HOSPITAL	4	0:00:37:27	0:00:52:39	0:02:29:50	
METHODIST WILLOWBROOK	267	0:00:40:12	0:02:10:52	7:10:55:37	
METHODIST WOODLANDS HOSPITAL	7	0:00:35:21	0:00:52:08	0:04:07:27	
TEXAS CHILDRENS HOSPITAL	13	0:00:29:50	0:00:52:05	0:06:27:57	
TEXAS CHILDRENS THE WOODLANDS CAMPUS	37	0:00:25:03	0:00:45:33	0:15:27:05	
THE WOMAN'S HOSPITAL OF TEXAS	1	0:00:35:08	0:00:35:08	0:00:35:08	
VETERANS AFFAIRS MEDICAL CENTER	1	0:00:26:56	0:00:26:56	0:00:26:56	
Totals	1,357				

911 STATISTICS REPORT FOR PERIOD 12-01-23 to 12-31-23

NO TRANSPORT DISPOSITION SUMMARY BY UNIT																				
NO TRANSPORT DISPOSITION	EMS910	EMS930	EMS940	EMS980	M91	M910	M92	M920	M921	M93	M930	M94	M940	M941	M95	M950	M96	M97	M980	Total
Accidental Activation					1		1	1		1			1		1					6
Call Cancelled							3	5		1	4	3			1		1	2		20
Call Complete					2		7	2	1	2	3	2		2	1		1	3		26
Call Complete, No Medical, No Pa								1												1
Call Reassigned	1			1	11	1	5	5	1	3	6	6	3		4		3		2	52
Call Referred			1		9		4	5	1	7	6	5	2		7		1	2		50
Call Referred, Disregard																			1	1
Call Unfounded				1	2			2		3	1		2		1		1		1	14
Death on Scene					4		2	2		4		2	1		2		2	1		20
Disregard				1	4	1	4	9	1	8	2	7	2	2	10		8	6	1	66
Disregard by Alarm Co											1								1	2
Duplicate Call								1										1		2
Duplicate Call, No Medical												1								1
Fire - Call Complete					1	1				1	1									4
No Medical							1								1					2
No Patient Contact					3	1	1	4		4	4	4	4	1	3	1	1	8	2	41
Patient Gone on Arrival					2			1		1	1	1								6
Public Assist Only					1						1	1			1			3	1	8
Refusal AMA	1			17	32	8	33	36	6	36	47	48	9	6	46	1	33	27	12	398
Refusal Parental		1			1	1	2	5		6	1	4		2	6		1	2		32
Unspecified	1		2	3	12	3	13	8		12	6	11	1	2	2		8	3	2	89
Totals	3	1	3	23	85	16	76	87	10	89	84	95	25	15	86	2	60	58	23	841

MUTUAL AID PROVIDED BY YOUR DISTRICT

Incident ID	Date	Time	Shift	Unit	Problem	Provided To	Map	Call Disposition
23-12-62303	12/01/2023	07:02:11	C	M97	26A07 MEDICAL CALL	Atascocita FD	377J	CALL COMPLETE
23-12-62335	12/01/2023	11:34:16	C	M941	FULL ARREST	HC-Agency Unknown	335Y	CALL COMPLETE
23-12-62663	12/03/2023	03:22:30	D	M91	MEDICAL CALL	CC-Cypress Creek EMS	332P	REFUSAL AMA
23-12-62670	12/03/2023	05:59:34	D	M95	MOTOR VEHICLE ACCIDENT	CC-Cypress Creek EMS	332K	CALL COMPLETE
23-12-62766	12/03/2023	19:13:16	A	M940	DIABETIC PROBLEMS	HC-Agency Unknown	375L	REFUSAL AMA
23-12-63036	12/05/2023	12:48:21	A	M97	4D02A ASSAULT	Atascocita FD	377G	CALL COMPLETE
23-12-63619	12/08/2023	16:49:18	D	M94	CONVULSIONS/SEIZURES	HC-Agency Unknown	336S	CALL COMPLETE
23-12-63941	12/10/2023	10:58:50	D	M940	STRUCTURE FIRE	HC-Agency Unknown	375B	DISREGARD
23-12-63950	12/10/2023	11:31:08	D	M97	69D6 RESIDENTIAL FIRE	Atascocita FD	338S	FIRE - CALL COMPLETE
23-12-64266	12/12/2023	12:05:03	B	M940	OVERDOSE/POISONING	HC-Agency Unknown	376A	CALL COMPLETE
23-12-64429	12/13/2023	13:17:50	A	M97	12A03 SEIZURES	Atascocita FD	377G	CALL COMPLETE
23-12-64715	12/15/2023	09:50:21	C	M91	MEDICAL CALL	HC-Agency Unknown	NOT FOUND	CALL OUT OF TERRITORY
23-12-64808	12/15/2023	18:58:18	C	M97	25B03V PSYCHIATRIC	Atascocita FD	337U	CALL COMPLETE
23-12-64963	12/16/2023	15:57:54	D	M95	AUTO-MOTORCYCLE	CC-Cypress Creek EMS	293T	DISREGARD
23-12-65114	12/17/2023	09:58:53	C	M97	6E01O RESPIRATORY	Atascocita FD	337W	CALL COMPLETE
23-12-65131	12/17/2023	11:59:46	C	M94	CARDIAC	HC-Agency Unknown	375K	CALL COMPLETE
23-12-66017	12/22/2023	17:26:44	B	M93	29A02 MOTOR VEHICLE ACCIDENT	CC-Cypress Creek EMS	370Y	CALL COMPLETE
23-12-66152	12/23/2023	11:48:00	C	M97	6D02O RESPIRATORY	Atascocita FD	377K	CALL COMPLETE
23-12-66843	12/27/2023	17:38:35	A	M94	26C01 MEDICAL CALL	CC-Cypress Creek EMS	333D	CALL COMPLETE
23-12-67397	12/31/2023	11:27:59	C	M97	2C02 ALLERGIC REACTION	Atascocita FD	376M	REFUSAL AMA
23-12-67411	12/31/2023	12:11:07	C	M97	6D02 RESPIRATORY	Atascocita FD	377C	REFUSAL AMA
23-12-67457	12/31/2023	16:34:49	C	M95	OVERDOSE/POISONING	CC-Cypress Creek EMS	331R	CALL COMPLETE

Total Mutual Aid Responses Provided By Your District: 22