



**TO:** SOUTHERN NEVADA DISTRICT BOARD OF HEALTH      **DATE:** June 23, 2016

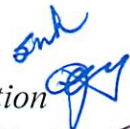


**RE:** *New Insurance Policy through Pool/PACT (Nevada Public Agency Insurance Pool)*

---

**PETITION #27-16**

**That the Southern Nevada District Board of Health** *approve the new insurance policy through Pool/PACT to cover the Southern Nevada Health District for property, liability, cyber, Directors & Officers (D&O), crime and employment related practices and to approve the resolution authorizing membership into the Nevada Public Agency Insurance Pool.*

**PETITIONERS:**

**Sharon McCoy-Huber**, *Financial Services Manager*   
**Andrew J. Glass, FACHE, MS**, *Director of Administration*   
**Joseph P. Iser, MD, DrPH, MSc**, *Chief Health Officer* 

**DISCUSSION:**

The Health District has had its general liability insurance coverage through the Clark County self-funded policy. The policy covers Clark County, SNHD and Regional Flood Control District. Excess liability coverage was also provided through two separate insurance policies; with property coverage through a separate Clark County umbrella agreement. It was determined that the pooled arrangement no longer meets the needs of the members, and all agencies were tasked to pursue their own insurance coverage. The current general liability and excess costs for the Health District is approximately \$215,000.

The Health District contacted two brokers, Leavitt Group and Willis Group/Towers Watson, who currently cover Clark County through the umbrella agreements, and requested quotes. Two quotes for coverage were received, and the Willis Group/Towers Watson will broker the policy through Pool/PACT.



**TO:** SOUTHERN NEVADA DISTRICT BOARD OF HEALTH      **DATE:** June 23, 2016

**RE:** *New Insurance Policy through Pool/PACT (Nevada Public Agency Insurance Pool)*

---

### **PETITION #27-16**

**That the Southern Nevada District Board of Health** *approve the new insurance policy through Pool/PACT to cover the Southern Nevada Health District for property, liability, cyber, Directors & Officers (D&O), crime and employment related practices and to approve the resolution authorizing membership into the Nevada Public Agency Insurance Pool.*

### **PETITIONERS:**

**Sharon McCoy-Huber**, *Financial Services Manager*  
**Andrew J. Glass, FACHE, MS**, *Director of Administration*  
**Joseph P. Iser, MD, DrPH, MSc**, *Chief Health Officer*

### **DISCUSSION:**

The Health District has had its general liability insurance coverage through the Clark County self-funded policy. The policy covers Clark County, SNHD and Regional Flood Control District. Excess liability coverage was also provided through two separate insurance policies; with property coverage through a separate Clark County umbrella agreement. It was determined that the pooled arrangement no longer meets the needs of the members, and all agencies were tasked to pursue their own insurance coverage. The current general liability and excess costs for the Health District is approximately \$215,000.

The Health District contacted two brokers, Leavitt Group and Willis Group/Towers Watson, who currently cover Clark County through the umbrella agreements, and requested quotes. Two quotes for coverage were received, and the Willis Group/Towers Watson will broker the policy through Pool/PACT.

### **FUNDING:**

Coverage:    Liability (Auto, General, Personal Injury, Employment Practices, Crime, D&O, Law Enforcement, and Wrongful Acts), Property, Cyber, Crime, Environmental  
                 Liability - \$10,000,000 limit  
                 Property - \$300,000,000 limit  
                 Cyber - \$2,000,000 limit  
                 Crime - \$500,000 limit  
                 Environmental - \$10,000,000 limit  
                 \$50,000 deductible per loss (Automobile - \$1,000 deductible comprehensive/collision)  
Annual Cost: \$427,523.86

RESOLUTION NO. \_\_\_\_\_  
A RESOLUTION AUTHORIZING MEMBERSHIP IN  
THE NEVADA PUBLIC AGENCY INSURANCE POOL

WHEREAS, Nevada Revised Statutes 277.080 to 277.180 permits local governments to make the most efficient use of their powers by enabling them to cooperate with other local governments on a basis of mutual advantage and thereby provide services which will best accord needs of their communities; and

WHEREAS, Nevada Revised Statutes 277.110, entitled the "Interlocal Cooperation Act", authorizes public agencies to exercise any power or powers, privileges or authority which may be exercised by the public agency individually to be exercised jointly with any other public agency in the State; and

WHEREAS, Nevada Revised Statutes 277.055 permits two or more political subdivisions of the State of Nevada to enter into a cooperative agreement for the purchase of insurance or the establishment of a self-insurance reserve or fund for coverage under a plan of: casualty insurance, as that term is defined in NRS 681A.020; marine and transportation insurance, as that term is defined in NRS 681A.050; property insurance, as that term is defined in NRS 681A.060; surety insurance, as that term is defined in NRS 681A.070; or insurance for any combination of these kinds; and

WHEREAS, public agencies within Nevada have found it increasingly difficult to purchase insurance from commercial sources and where such insurance is available, the cost of such coverage often exceeds the ability of the public agencies to pay for such insurance; and

WHEREAS, the Nevada Association of Counties and the Nevada League of cities have undertaken a series of studies to determine the feasibility of entering into a Interlocal Cooperation Agreement to form the Nevada Public Agency Insurance Pool have concluded that the creation of such a pool is financially and administratively feasible; and

WHEREAS, a number of public agencies desire to join together for the purpose of providing insurance coverage and jointly funding programs of pooled self-insurance; insurance and excess insurance for property, casualty and surety insurance; and

WHEREAS, the governing boards of a number of public agencies have determined that they wish to create a Nevada Public Agency Insurance Pool and an Interlocal Cooperation Agreement for such pool has been drafted; and

WHEREAS, the stated purposes, organization structure and procedural structure contained within that Agreement represent positions shared by this public agency; and

WHEREAS, the governing board of this public body finds that it is in the best interest of its citizens that it become a member of the Nevada Public Agency Insurance Pool,

NOW, THEREFORE, BE IT RESOLVED BY THE \_\_\_\_\_  
OF THE \_\_\_\_\_ OF \_\_\_\_\_,  
COUNTY, NEVADA, as follows:

**Clerk**

# **NEVADA PUBLIC AGENCY INSURANCE POOL**

## **INTERLOCAL COOPERATION AGREEMENT**

Adopted: May 1, 1987

Revised: May 2, 1997

Revised: May 1, 2000

Revised: May 2, 2003

Revised: May 1, 2004

Revised: April 29, 2005

Revised: April 28, 2006

Revised: May 1, 2009

Revised: April 26, 2013

Revised: April 29, 2016

INDEX TO NEVADA PUBLIC AGENCY INSURANCE POOL  
INTERLOCAL COOPERATION AGREEMENT

ARTICLE 1. <u>Definitions</u>	3
Section 1. Agreement	3
Section 2. NPAIP	3
Section 3. Board of Directors	3
Section 4. Executive Committee	3
Section 5. Fiscal Year	3
Section 6. Policy Year	3
Section 7. Public Agency	4
Section 8. Member	4
Section 9. Participating Member	4
Section 10. Loss	4
Section 11. Claim	4
Section 12. Self-Insured Retention	4
Section 13. Excess Insurance Program	4
Section 14. Maintenance Deductible	4
ARTICLE 2. <u>Purposes of NPAIP</u>	4
ARTICLE 3. <u>Parties to Agreement</u>	5
Section 1. Members	5
Section 2. Other Districts or Agencies	5
Section 3. Membership of Nevada Association of Counties and Nevada League of Cities	5
Section 4. Limitation on Right to Sue	5
ARTICLE 4. <u>Name of Pool</u>	6
ARTICLE 5. <u>Powers of NPAIP</u>	6
ARTICLE 6. <u>Membership</u>	6
ARTICLE 7. <u>Board of Directors</u>	7
Section 1. Appointment and Term of Office	7
Section 2. Voting	7
Section 3. Compensation of the Board	7
Section 4. Meetings	7

Section 5.	Quorum	7
Section 6.	Manner of Acting	7
Section 7.	Legal Counsel	7
ARTICLE 8.	<u>Meeting of the Board of Directors</u>	7
Section 1.	Regular Meetings	7
Section 2.	Special Meetings	7
Section 3.	Minutes	7
Section 4.	Open Meeting Law	7
ARTICLE 9.	<u>Powers of the Board of Directors</u>	7
ARTICLE 10.	<u>Officers</u>	7
Section 1.	Chairman and Vice Chair	7
Section 2.	Conducting Meetings	7
Section 3.	Powers and Duties of the Chair	7
Section 4.	Powers and Duties of the Vice Chair	7
Section 5.	Fiscal Officer	7
Section 6.	Fiscal Officer to Chair Audit Committee	7
ARTICLE 11.	<u>Liability of the Board of Directors or Officers.</u>	7
Section 1.	Standard of Care	7
Section 2.	Limitation of Liability	7
Section 3.	No Bonds	7
Section 4.	Insurance	9
ARTICLE 12.	<u>Executive Committee of the Board of Directors.</u>	10
Section 1.	Members	10
Section 2.	Business of the Executive Committee	10
Section 3.	Meetings	10
Section 4.	Quorum	10
Section 5.	Manner of Acting	10
Section 6.	Election and Term of Office	10
ARTICLE 13.	<u>Staff</u>	11
Section 1.	Executive Director	11
Section 2.	Fiscal Officer	11
Other Staff		11
ARTICLE 14.	<u>Development, Funding and Implementation of Pooling Programs</u>	11
Section 1.	Program Coverage	11

Section 2.	Minimum Participation	. . .	11
Section 3.	Program and NPAIP Costs	. . .	11
Section 4.	Development Charge	. . .	11
Section 5.	Billing	. . .	12
Section 6.	Deficiencies	. . .	12
Section 7.	Annual Contributions	. . .	12
Section 8.	Billing	. . .	12
Section 9.	Program Implementation and Effective Date	. . .	12
Section 10.	Membership	. . .	12
Section 11.	Late Entries	. . .	12
ARTICLE 15. <u>Accounts and Records.</u>			13
Section 1.	Annual Budget	. . .	13
Section 2.	Funds and Accounts	. . .	13
Section 3.	Report of the Fiscal Officer	. . .	13
Section 4.	Annual Audit	. . .	13
ARTICLE 16. <u>Responsibilities for NPAIP's Funds and Property.</u>			13
Section 1.	Custody and Disbursements	. . .	13
Section 2.	Maintenance and Safekeeping	. . .	13
Section 3.	Responsibility for Funds and Property	. . .	13
Section 4.	Bonds	. . .	13
ARTICLE 17. <u>Trust Accounts, Checks, Deposits &amp; Revenues</u>			14
Section 1.	Establishment of a Trust Account	. . .	14
Section 2.	Use of the Trust Account	. . .	14
Section 3.	Expenditures from Trust	. . .	14
Section 4.	Excess Funds	. . .	14
Section 5.	Expenses of Administration	. . .	14
Section 6.	Checks	. . .	14
Section 7.	Deposits	. . .	14
Section 8.	Other Funds	. . .	14
ARTICLE 18. <u>Risk Management</u>			14
Section 1.	Risk Management Services	. . .	14
Section 2.	Treatment of Costs	. . .	14
ARTICLE 19. <u>Responsibilities of Members</u>			15

ARTICLE 20. <u>Administration of Claims and Litigation</u>	16
Section 1. NPAIP Responsibilities	16
Section 2. Information From Member	16
Section 3. Appointment of Claims Committee.	16
Section 4. Litigation Cooperation	16
Section 5. Litigation Management	16
Section 6. Litigation Costs	16
Section 7. Litigation Participation	16
Section 8. Advice From Members	16
Section 9. Settlement Consent	16
Section 10. Claims Handling	16
Section 11. Claim Service Company Responsibilities.	16
ARTICLE 21. <u>Term of Agreement</u>	17
ARTICLE 22. <u>Withdrawal</u>	18
Section 1. Member Insolvency	18
Section 2. Notice of Withdrawal	18
Section 3. Effect of Withdrawal	18
Section 4. Payments Before Withdrawal	18
Section 5. Release Conditions	18
ARTICLE 23. <u>Cancellation or Termination of Membership</u>	18
ARTICLE 24. <u>Effect of Withdrawal or Cancellation From NPAIP</u>	19
Section 1. Unearned Contributions	19
Section 2. Entitlement to Return of Contributions.	19
Section 3. Termination of NPAIP	19
ARTICLE 25. <u>Termination and Distribution of Assets</u>	19
Section 1. NPAIP Activities After Termination..	19
Section 2. Asset Distribution	19
Section 3. Final Contributions	19
ARTICLE 26. <u>Contractual Obligation and Member's Liability.</u>	20
Section 1. Member's Additional Obligations.	20
Section 2. Enforcement of This Agreement.	20
Section 3. Consideration	20
Section 4. Duplicate Originals	20
Section 5. Limitation of Members' Relationships.	20
Section 6. Members' Liability	20
Section 7. Responsibility for Assessments.	20

ARTICLE 27. <u>Assessments</u>	20
Section 1. Additional Contributions and Surcharges for Excess Losses	20
Section 2. Assessments When Liabilities Exceed Assets.	20
Section 3. Assessments for Operational Costs Deficiencies.	20
Section 4. Enforcement of Assessments	20
ARTICLE 28. <u>Bylaws and Procedures Manual</u>	21
Section 1. Bylaws	21
Section 2. Procedures Manual	21
ARTICLE 29. <u>Notices</u>	21
Section 1. Notices to Members	21
Section 2. Notices to NPAIP	21
ARTICLE 30. <u>Amendments</u>	21
ARTICLE 31. <u>Prohibition Against Assignment</u>	22
ARTICLE 32. <u>Agreement Complete</u>	22
ARTICLE 33. <u>Governing Law and Severability</u>	22
Section 1. Governing Law	22
Section 2. Severability	22
ARTICLE 34. <u>Filing With Attorney General</u>	22

NEVADA PUBLIC AGENCY INSURANCE POOL  
INTERLOCAL COOPERATION AGREEMENT

THIS AGREEMENT, is made by and between the political subdivisions existing under the Constitution and laws of the State of Nevada and which are signatory to this agreement.

WHEREAS, Nevada Revised Statutes 277.080 to 277.180 permits political subdivisions to make the most efficient use of their powers by enabling them to cooperate with other political subdivisions on a basis of mutual advantage and thereby provide services which will best accord needs of their citizens; and

WHEREAS, Nevada Revised Statutes 277.055 permits two or more political subdivisions of the State of Nevada to enter into a cooperative agreement for the purchase of insurance of the establishment of a self-insurance reserve or fund for coverage under a plan of: casualty insurance, as defined in NRS 681A.020 marine and transportation insurance as defined in NRS 681A.050; property insurance as defined in NRS 681A.060; surety insurance as defined in NRS 681A.070; or insurance for any combination of these kinds of insurance; and

WHEREAS, the political subdivision executing this agreement desire to join together for the purpose of providing insurance coverage and jointly funding programs of pooled self-insurance, insurance and excess insurance for property, casualty and surety insurance; and

NOW THEREFORE, in consideration of the mutual promises and agreements contained herein and subject to the provisions of Nevada Revised Statutes and all other applicable rules and regulations, the parties hereto agree as follows:

**ARTICLE 1**  
**DEFINITIONS**

1. "Agreement" shall mean this agreement entitled "Nevada Public Agency Insurance Pool Interlocal Cooperation Agreement" and as amended in the future.
2. "NPAIP" shall mean the Nevada Public Agency Insurance Pool created by this Agreement.
3. "Board of Directors" or "Board" shall mean the governing body of NPAIP.
4. "Executive Committee" shall mean the Executive Committee of the Board of Directors as described in Article 12 of this Agreement.
5. "Fiscal Year" shall mean that period of twelve months as established by the Board of Directors as the fiscal year of NPAIP.
6. "Policy Year" shall mean for each insurance or pooling program of NPAIP that period commencing upon the effective date of the program and each twelve-month period thereafter.

7. "Public Agency" shall mean any county, incorporated city and town, unincorporated town, school district, rural hospital as defined in NRS 449.0177 whether non-profit or public, and any special or other district or agency per NRS 277.100, organized and existing under the Constitution and laws of the State of Nevada.
8. "Member" shall mean any Public Agency which is a member of NPAIP and such districts to which the Board has granted voting status. Other districts or agencies whether or not the governing body of the City or County is *ex officio* the governing body as described in and subject to Article 3 of this Agreement may be a party to this Agreement but shall not be considered a Member for the purpose of voting or participation as a voting member of the Board or any Executive or other committee in which voting Member status is required except when granted voting status pursuant to the following criteria. Voting status as a Member may be granted to any Public Agency which meets the following criteria:
1. Pays annual contributions of at least \$20,000 annually
  2. Maintains a payroll of at least \$500,000 annually
  3. Has property values of at least \$1,000,000 annually.
- Such criteria may be changed from time to time by vote of the Board of Directors, which change shall take effect subsequent to the meeting at which the Board approved the changes.
9. "Participating Member", as used in reference to an insurance or pooling program of NPAIP, shall mean a current Member of that program.
10. "Loss" shall mean a liability or potential liability of a Member including litigation expenses, attorneys' fees and costs covered by an insurance or pooling program of NPAIP. Loss shall also mean loss or damage to property covered by an insurance or pooling program of NPAIP
11. "Claim" shall mean a claim for liability made against a Member, or a claim for damage to a Member's property, arising out of a Loss that is covered by an insurance or pooling program of NPAIP.
12. "Self-insured Retention" shall mean that portion of a Loss experienced by a Member which is retained as a liability or potential liability of NPAIP.
13. "Excess or Reinsurance Program" shall mean a program of NPAIP under which Members or Participating Members are protected against designated Losses.
14. "Maintenance Deductible" shall mean, as to any one Loss, that portion payable by the Member directly and not NPAIP or its excess insurers or reinsurers.

## ARTICLE 2 PURPOSES OF NPAIP

The Members in entering into this Agreement, desire to establish:

- A. A mechanism whereby each Member may join with other Members to

share their risks as a self-funded pool including group purchased insurance or reinsurance programs and jointly administer said pool or programs in an effort to deliver to each of them a reasonable, cost effective casualty, property and surety coverage program,

The Members hereby understand and agree that NPAIP is not an "insurer" and the NPAIP Coverage Form is not an "insurance policy" under Nevada law. As such, NPAIP and the Coverage Form are not governed by Nevada Revised Statute Insurance Title 57 or other laws typically governing insurance companies or the interpretation of insurance contracts.

- B. Procedures whereby additional qualifying political subdivisions of the State of Nevada may be added to this Agreement;
- C. A mechanism whereby additional and/or alternative insurance programs may be developed for the benefit of the Members; and
- D. Administrative services as necessary to implement this Agreement including, but not limited to, risk management consulting, human resources consulting, Loss prevention, Loss control, centralized Loss reporting, actuarial consulting, claims adjusting and legal services.

### **ARTICLE 3**

#### **PARTIES TO AGREEMENT**

Section 1. Members. Each Member, as a party to this agreement, certifies that:

- A. It intends to and does contract with all other Members as parties to this Agreement and with any other Public Agency as may later be added as parties to this Agreement;
- B. The removal of any party from this Agreement shall not affect this Agreement nor such Member's intent to contract as described in subsection A above with the other parties to the agreement then remaining.

Section 2. Other Districts or Agencies. A Member may contract on behalf of, and shall be deemed to include:

- A. Any district in which the city or county is *ex officio* the governing board, from the date that the Member provides NPAIP written notice of the name and inclusion of such district, upon approval of the Board of Directors;
- B. Any other local Public Agency at its request upon approval of the Board of Directors and from the date that such entity is accepted into NPAIP; and
- C. Such district or other local Public Agency shall be considered a separate party to this Agreement but shall not affect any Member's representation on the Board of Directors and shall be part of and represented by the Member for all purposes under this Agreement.

Section 3. Membership of Nevada Association of Counties and Nevada League of Cities. The Nevada Association of Counties and the Nevada League of Cities shall become a Member of NPAIP upon its execution of this Agreement, subject to all

obligations and rights of all other Members, except that neither shall be counted for the purposes of determining a quorum or the number of votes required for any purpose, and neither shall have an official representative nor be entitled to vote on any matter pursuant to this Agreement.

Section 4. Limitation on Right to Sue. A Member shall not sue or maintain any litigation or lawsuit for damages against NPAIP or its Board and specifically agrees to waive its right to sue or maintain any litigation or lawsuit for damages against NPAIP or its Board. However, this Section does not prohibit any declaratory relief action seeking to interpret wording of this Agreement or of any NPAIP coverage agreement. Carson City County, Nevada shall be the sole venue for any and all disputes or declaratory relief litigation brought by a Member against NPAIP.

#### **ARTICLE 4** **NAME OF POOL**

The name of the fund established by the Members hereunder shall be "NEVADA PUBLIC AGENCY INSURANCE POOL."

#### **ARTICLE 5** **POWERS OF NPAIP**

NPAIP shall have all of the powers common to any Public Agency and all additional powers set forth in the interlocal cooperation laws of the State of Nevada, and NPAIP is authorized to do all acts necessary for the exercise of said powers, including but not limited to, the following:

- A. To make and enter into contracts;
- B. To incur debts, liabilities, and obligations;
- C. To acquire, hold, or dispose of property, contributions and donations of property, funds, services and other forms of assistance from persons, firms, corporations, and governmental entities;
- D. To sue and be sued in its own name;
- E. To settle any claim against NPAIP or its Members as hereinafter provided;
- F. To receive and use contributions and advances from Members, including contributions or advances of personnel, equipment, or property;
- G. To invest any money in its treasury that is not required for its immediate necessities, pursuant to Nevada laws applicable to investments by a Public Agency; and
- H. To carry out all provisions of this Agreement.

#### **ARTICLE 6** **MEMBERSHIP**

Section 1. Eligibility. Membership in NPAIP shall be open to any political subdivision of the State of Nevada that is deemed by the Board of Directors to qualify for membership.

Section 2. Conditions. The Board of Directors may impose such conditions on membership to protect the interests of NPAIP and to provide for the benefits of Members as are required by this Agreement, the Bylaws of NPAIP, and applicable statutes or regulations.

## ARTICLE 7 BOARD OF DIRECTORS

Section 1. Appointment and Term of Office. Commencing with the effective date of the Agreement and annually thereafter in January, each Member shall appoint a voting representative and an alternate voting representative to the Board of Directors to serve for a term of one year. Such representatives shall be eligible for reappointments for successive one year terms and shall serve until his or her successor is duly appointed.

Section 2. Voting. Each Member shall be entitled to one vote by its representative to the Board or by its alternate voting representative in the absence of the representative. There shall be no voting permitted by proxies or other substitutes. All motions and actions of the Board shall be adopted by a majority of the Board members unless otherwise provided by the Bylaws of NPAIP.

Section 3. Compensation of the Board. Members of the Board shall not receive any salary for their services to the Board, but the Board by resolution may allow actual and necessary expenses for attendance at Regular or Special meeting of the Board.

Section 4. Meetings. The Board shall provide for the holding of Regular and Special meetings.

Section 5. Quorum. A simple majority of the members of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board. If less than a quorum is present at any meeting, a majority of those members as may be present may adjourn the meeting from time to time without further notice.

Section 6. Manner of Acting. The act of a majority of the members present at a meeting at which a quorum is present shall constitute an act of the Board.

Section 7. Legal Counsel. The Board shall be advised in legal matters with respect to NPAIP operations by its legal counsel.

## ARTICLE 8 MEETING OF THE BOARD OF DIRECTORS

Section 1. Regular Meetings. The Board shall hold at least one regular meeting each year, scheduling the time, date and place thereof by resolution.

Section 2. Special Meetings. Special meetings of the Board may be called by the Chair of the Board, or in his absence by the Vice Chair, or by any two members of the

Board.

Section 3. Minutes. The Executive Director of NPAIP, described in Article 13 hereof, shall provide for the keeping of minutes of Regular and Special meetings of the Board, and shall forward a copy of the minutes to each member of the Board.

Section 4. Open Meeting Law. All meetings of the Board shall be called, notice, held and conducted in accordance with the provisions of the Open Meeting Laws, Nevada Revised Statutes, Chapter 241, and any other laws of the State of Nevada.

## ARTICLE 9

### POWERS OF THE BOARD OF DIRECTORS

The Board of Directors shall be the governing body of NPAIP to oversee, administer, and determine its overall policies and shall have the following powers and authority:

- A. To manage the affairs of NPAIP and to do all things necessary or convenient for the furtherance of the purposes of NPAIP, including but not limited to: expending and receiving funds; entering into contracts and other agreements; renting, leasing, purchasing and otherwise procuring or receiving property, real and personal; employing personnel either as employees or by contract; and employing professional consultants such as attorneys, auditors, accountants, risk managers and actuaries;
- B. To form an Executive Committee, as provided in Article 12 hereof, and delegate to that committee such powers as it determines, provided that all such delegated powers to Executive Committee shall be exercised under the direction of the Board;
- C. To form committees as appropriate to act in an advisory capacity and to conduct the business of NPAIP and the membership of such committee may consist in whole or in part of non-Board members;
- D. To elect the officers and appoint staff of NPAIP as may be necessary for the administration of NPAIP and as described in Articles 10 and 13 hereof;
- E. To prepare and adopt the annual operating budget of NPAIP;
- F. To develop and adopt each program of NPAIP, including all provisions for insurance and reinsurance, and administrative services as necessary to carry out such programs;
- G. To provide for necessary services to NPAIP and its Members to include, but not be limited to, risk management consulting, human resources consulting, Loss prevention and control, centralized Loss reporting, actuarial consulting, claims adjusting, and legal services;
- H. To provide general supervision and policy direction to its Executive

Director, either directly or through the Executive Committee, and adopt policies and procedures to carry out the purposes of NPAIP;

- I. To receive, review and act upon periodic reports and audits of the funds of NPAIP as required;
- J. To elect the Executive Committee by vote of its members present at the annual meeting;
- K. To amend the Bylaws of NPAIP by a two-thirds vote of the members present at a meeting, but no amendment shall take effect sooner than thirty days after adoption thereof; and
- L. To remove a member of the Board of Directors or of the Executive Committee by a two-thirds vote of the members present at a meeting.

## **ARTICLE 10**

### **OFFICERS**

Section 1. Chair and Vice Chair. The Board of Directors shall elect from its members a Chair and Vice Chair of the Board, each to hold office for two years effective from the beginning of the fiscal year following such election.

Section 2. Conducting Meetings. The Chair, or if absent, the Vice Chair, shall preside at and conduct all meetings of the Board and the Executive Committee.

Section 3. Powers and Duties of the Chair. The Chair, or together with such other officer or officers as the Board may designate by resolution, may execute any contracts or other instruments as authorized by the Board and shall generally perform all duties incident to the office of Chair as may be prescribed by the Board.

Section 4. Powers and Duties of the Vice Chair. The Vice Chair shall act as Chair in the latter's absence or inability or refusal to act.

Section 5. Fiscal Officer. The Chair will appoint a Fiscal Officer with duties as described in Articles 15, 16 and 17 hereof to hold office for two years effective from the beginning of the fiscal year contemporaneously with the Chair and Vice Chair.

Section 6. The Fiscal Officer shall chair the Audit Committee.

## **ARTICLE 11**

### **LIABILITY OF BOARD OF DIRECTORS OR OFFICERS**

Section 1. Standard of Care. The members of the Board of Directors and officers of NPAIP should use ordinary care and reasonable diligence in the exercise of their powers and duties hereunder.

Section 2. Limitation of Liability. The members of the Board of Directors shall not be liable for any mistake of judgment or other action made, taken or omitted by any of their agents, employees or independent contractors selected by them with reasonable care nor for loss incurred through investment of, or failure to invest, NPAIP funds, and no director shall be liable for any action taken or omitted by any other director.

Section 3. No Bonds. No director shall be required to give a bond or other security to guarantee the faithful performance of duties hereunder.

Section 4. Insurance. NPAIP shall defend and hold harmless any director acting within the scope of his authority for NPAIP. NPAIP may purchase insurance providing coverage for acts or omissions taken by the Board or performed by an officer or director within the scope of his or her authority for NPAIP.

## ARTICLE 12

### EXECUTIVE COMMITTEE OF THE BOARD OF DIRECTORS

Section 1. Members. NPAIP shall be administered by the Executive Committee of the Board of Directors, composed of seven persons from among the Members of the Board of Directors, two of which shall represent Member counties or cities with a population of 35,000 or more (if there exist two such Members), at least two of which shall represent Member counties or cities with a population under 35,000, two representatives of school districts, one representative of special districts and the Chair and Vice Chair of the Board of Directors. The Executive Director shall be *ex-officio*, a non-voting member of the Executive Committee.

Section 2. Business of the Executive Committee. The Executive Committee shall conduct the business of NPAIP between meetings of the Board, exercising such powers as are delegated by and under the direction of the Board. If at a duly noticed Board meeting a quorum of the Board is not present, the Executive Committee hereby is delegated the power to conduct the business of NPAIP on behalf of the Board pursuant to the Board meeting agenda.

Section 3. Meetings. Meetings of the Executive Committee shall be called at the request of the Chair, or in his absence, the Vice Chair, but any two members may request a meeting, and all such meetings shall be conducted in compliance with the provisions of the Nevada Open Meeting Laws.

Section 4. Quorum. A majority of the Executive Committee constitutes a quorum for the transaction of business at any meeting, but if less than a majority is present at any meeting, a majority of the members present may adjourn the meeting from time to time without further notice. Ex-officio members shall not be counted in determining a quorum.

Section 5. Manner of Acting. The act of a majority of the members present at the meeting at which a quorum is present shall be the act of the Executive Committee, unless a greater number is required by law or by the Bylaws of NPAIP. An alternate representative shall not be allowed to act for a member of the Executive Committee.

Section 6. Election and Term of Office. The Executive Committee shall be elected by the Members for two-year terms, which shall be staggered as follows:

- a. Two of the four representatives of cities and counties shall be elected for a two year term effective with the fiscal year beginning 2003
- b. Two of the four representatives of cities and counties shall be elected for a two-year term effective with the fiscal year beginning 2004
- c. One of the two representatives of school districts shall be elected for a two year term effective with the fiscal year beginning 2003
- d. One of the two representatives of school districts shall be elected for a two year term effective with the fiscal year beginning 2004
- e. The representative of special districts shall be elected for a two year term effective with the fiscal year beginning 2003

Succeeding elections to those noted in a-e shall be for two year terms effective with the fiscal year following the election.

### **ARTICLE 13**

#### **STAFF**

Section 1. Executive Director. The Board may employ or contract for an Executive Director to administer the business and activities of NPAIP, be responsible for all minutes and records of NPAIP meetings, notices and records of NPAIP, and such other duties as are assigned by the Board and the Executive Committee, subject to the general supervision and policy direction of the Board of Directors and the Executive Committee.

Section 2. Other Staff. The Board shall provide for the appointment of such other staff as may be necessary for the administration of NPAIP.

### **ARTICLE 14**

#### **DEVELOPMENT, FUNDING AND IMPLEMENTATION OF POOLING PROGRAMS**

Section 1. Program Coverage. Pooling or insurance programs of NPAIP may provide coverage for:

- A. Casualty insurance as defined in NRS 681A.020;
- B. Marine and transportation insurance as defined in NRS 681A.050;
- C. Property insurance as defined in NRS 681A.060;
- D. Surety insurance as defined in NRS 681A.070; and
- E. Insurance for any combination of these kinds of insurance.

Section 2. Minimum Participation. The Board shall determine for each pooling program, described in Section 1 above, a minimum participation for program implementation, which shall be communicated to each Member, and shall establish the amount of any Maintenance Deductible.

Section 3. Program and NPAIP Costs. General administrative expenses of NPAIP shall be allocated to the Members as a whole, whether every Member participates in all or part of any program of NPAIP. The Board shall determine the method of allocation to each Member and the amount of each Member's share.

Section 4. Development Charge. Development costs of a program shall be funded by a development charge, as determined by the Board of Directors, to be paid by each Member joining in the development of the program and thereby reserving the option to participate in the program following its adoption by the Board. Development charges are those costs incurred by NPAIP, or by the Nevada Association of Counties acting as sponsor of an Interlocal Cooperation Agreement entered into prior to the creation and organization of NPAIP, or NPAIP's consultant, in developing a program for subsequent review and adoption by the Board, including but not limited to research, feasibility studies, information and liaison work among Public Agencies, preparation and review of documents, and actuarial and risk management consulting services, and may also include a share of NPAIP's general expense as allocated by the Board of Directors.

Section 5. Billing. The development charge shall be billed to all Members upon authorization of program development by the Board and be payable within thirty (30) days of the billing date, and contributions to the Nevada Association of Counties by interested Public Agencies for development of programs prior to the creation and organization of NPAIP shall be credited against the development charges for those programs assessed by NPAIP.

Section 6. Deficiencies. Upon the conclusion of program development, any deficiency in development funds shall be billed to all Members which have paid the development charge on a pro-rata or other equitable basis as determined by the Board, and any surplus in such funds shall be transferred into the loss reserve for the program, or, if the program is not implemented, NPAIP's general account.

Section 7. Annual Contributions. All costs of program, excluding development charges, shall be funded by annual contributions charged to the Members participating in the program for each Policy Year and also by interest earned on the funds so accumulated. Such contributions shall be determined by the Board upon the basis of a cost allocation plan and rating formula developed by NPAIP with the assistance of a casualty actuary, risk management consultant or other qualified person. The contributions for each Participating Member shall include its share of expected program losses, program insurance and reinsurance costs, program administrative costs for the year, and its share of NPAIP's general expense allocated to the program by the Board.

Section 8. Billing. Annual contributions shall be billed by NPAIP at the beginning of each Policy Year and shall be payable within thirty (30) days of the billing date. At the end of each Policy Year, program costs shall be audited by NPAIP. Any deficiency or surplus in the contributions paid by the Participating Member, as shown by such audit, may be adjusted by a corresponding increase or decrease in the contribution charge to that Member for succeeding years, unless the Member withdraws or is canceled from the program, in which case the provisions of Articles 21, 22, 23, 24 and 25 hereof shall be applicable and controlling.

Section 9. Program Implementation and Effective Date. Following development of a program and its adoption by the Board, NPAIP shall give each Member a written notice of the program which shall include:

- A. The terms of coverage of the program;
- B. The requirements for program implementation; and
- C. The estimated first year contribution by the Member for program

participation.

Section 10. Membership. Each Member or Participating Member may elect to enter the program by giving written notice of such election, in a form prescribed by NPAIP, to the Executive Director within thirty (30) days of the date of NPAIP's notice of the establishment of the program.

Section 11. Late Entries. A Member not electing to enter a program upon its implementation or within 120 days thereafter pursuant to Section 10 above, or which becomes a party to the Agreement following implementation of the program, may petition the Executive Committee for late entry into the program.

## ARTICLE 15

### ACCOUNTS AND RECORDS

Section 1. Annual Budget. NPAIP annually shall adopt an operating budget to include a separate budget for each program under development or adopted and implemented by NPAIP.

Section 2. Funds and Accounts. The Fiscal Officer shall oversee such funds and accounts as may be required by good accounting practices and by the Board for each program and the books and records of NPAIP shall be open to inspection at all reasonable times by authorized representatives of Members.

Section 3. Report of the Fiscal Officer. The Fiscal Officer, within one hundred and eighty(180) days after the close of each Fiscal Year, shall give a complete written report of the Annual Audit for such Fiscal Year to the Board and to each Member.

Section 3. Annual Audit. The Board of Directors shall engage a certified public accountant to make an annual Fiscal Year audit of all accounts and records of NPAIP, and a report of the audit shall be filed as a public record by each Member within one hundred and eighty (180) days of the end of the Fiscal Year under examination.

## ARTICLE 16

### RESPONSIBILITIES FOR NPAIP'S FUNDS AND PROPERTY

Section 1. Custody and Disbursements. The Fiscal Officer shall oversee the custody of and disbursement NPAIP's funds, but may delegate that disbursing authority as may be authorized by the Board, subject to the requirements of Section 2 below.

Section 2. Maintenance and Safekeeping. The Fiscal Officer shall assure the following activities are carried out appropriately by the Executive Director who shall:

- A. Receive and acknowledge receipt for all funds of NPAIP and deposit them in NPAIP's Treasury for the credit of NPAIP;
- B. Be responsible for the safekeeping and disbursement of all NPAIP funds;
- C. Pay any sums due from NPAIP as approved by the Board or by any body or person to whom the Board has delegated approval authority;

- D. Verify and report in writing to the Executive Committee or the Board, as of the first day of each quarter of the Fiscal Year, the amount of money held for NPAIP, the amount of receipts since the last such report, and the amount paid out since that report; and
- E. Invest monies in accordance with applicable laws and regulations governing investments by Public Agencies.

Section 3. Responsibility for Funds and Property. The Executive Director, Fiscal Officer, and such other persons as the Board may designate, shall have charge of, administer, and have access to the funds and property of NPAIP.

Section 4. Bonds. NPAIP shall provide for fidelity bond or performance bonds in an amount and form specified by the Board for all of its officers and staff authorized by NPAIP to hold or disburse funds or have charge or access to property of NPAIP.

## ARTICLE 17

### TRUST ACCOUNT, CHECKS, DEPOSITS & REVENUES

Section 1. Establishment of a Trust Account. A trust account shall be established, referred to hereafter as the "Trust Account", in which all Member contributions, policy dividends or premiums received by NPAIP, investments made by NPAIP and income thereon, and any other money or property which shall come into the possession or control of NPAIP shall be placed.

Section 2. Use of the Trust Account. The Board may use the Trust Account to pay all expenses of NPAIP, including, but not limited to, payment of premiums for insurance policies, compensation to employees and staff, legal counsel, auditors, consultants, contracted services and other persons as authorized by the Board.

Section 3. Expenditures from Trust. Expenditures from the Trust Account may be made for payment of Losses, litigation costs, investigation, insurance premiums and deductible amounts, cost of Loss control activities, and any other costs determined by the Board.

Section 4. Excess Funds. Any excess funds in the Trust Account may be used, as determined by the Board, to reduce Member contributions, to increase the cash surplus of NPAIP as determined by policies established by the Board.

Section 5. Expenses of Administration. At its annual organizational meeting, the Board shall approve rates of compensation for administrative expenses incurred for administration of the Trust Account and legal services related thereto and shall approve its budget.

Section 6. Checks. All checks, drafts or orders for payment of money, notes or any other evidence of indebtedness issued in the name of NPAIP shall be signed by the Executive Director, or by such other person and in the manner as the Board may designate, with two signatures required, and in such manner as shall be prescribed.

Section 7. Deposits. All funds of the Board shall be deposited to the credit of NPAIP in such banks, trust companies or other depositories as the Board may determine.

Section 8. Other Funds. NPAIP funds in possession or control of the Board shall be received, disbursed, controlled and accounted for under the supervision of the Fiscal Officer.

## ARTICLE 18

### RISK MANAGEMENT

Section 1. Risk Management Services. The Executive Director or other individual or organization shall be selected by the Executive Committee to provide risk management and insurance consulting services to include Loss prevention, review of Loss data, promotion and evaluation of Loss prevention programs, and reports to Members. The responsibilities include:

- A. Liaison with the Members' staff assigned the risk management and safety responsibility;
- B. Assistance to members in the development and implementation of risk management policies;
- C. Identification and evaluation of risk and Loss potentials, aided by a claims service company and legal counsel;
- D. Recommendations as to affirmative steps in order to avoid or reduce risks and Losses;
- E. Development of a system of claims reporting and on the scene investigation by Member's personnel; and
- F. Development and production of risk prevention educational programs for Member's personnel.

Section 2. Treatment of Costs. Costs of the risk management services shall be a general administrative expense of NPAIP.

## ARTICLE 19

### RESPONSIBILITIES OF MEMBERS

Members shall have the following responsibilities:

- A. To appoint an officer or employee to be responsible for the risk management function with that Member's organization to serve as a liaison between the Member and the NPAIP for all matters relating to risk management and insurance;
- B. To maintain an active safety program and act upon recommendations of the NPAIP to reduce or eliminate unsafe practices;
- C. To pay development charges, annual contributions, insurance premiums, and contributions surcharges to NPAIP within thirty (30) days of the billing date thereof;
- D. To pay to NPAIP any additional insurance premiums or contributions due as determined and assessed by the Board within thirty (30) days after the Member's act of withdrawal, cancellation, or termination from NPAIP;
- E. To provide NPAIP at its request such other information or assistance as

- may be reasonably necessary for NPAIP to develop and implement programs under this Agreement;
- F. To cooperate with and assist NPAIP, and any insurer of NPAIP, in all matters relating to this Agreement;
  - G. To comply with all Bylaws of NPAIP and other rules adopted by the Board; and
  - H. To have such other responsibilities as provided in this Agreement or established by the Board under this Agreement.

## ARTICLE 20

### ADMINISTRATION OF CLAIMS AND LITIGATION

Section 1. NPAIP Responsibilities. NPAIP, at its sole discretion, may undertake and be responsible for the investigation, defense and settlement, of claims made and suits or proceedings instituted against a Member arising out of a covered Loss. NPAIP solely is responsible for investigating, adjusting, evaluating, valuing and settling Property Coverage claims made by Members.

Section 2. Information From Member. A Member shall furnish to NPAIP with respect to any Claim for Loss or potential Loss:

- A. Prompt written notice of any claim made or suit brought against the Member or any claim made for damage to a Member's property;
- B. Any other information requested by NPAIP in order to adjust, investigate, evaluate, value or settle or defend a Claim or Loss;
- C. Cooperation in all matters in which NPAIP is acting on behalf of the Member or any other dispute against NPAIP or against a Member.

Section 3. Appointment of Claims Committee. The Chair of the Board shall appoint a five member committee as necessary, to be entitled the "Claims Committee", to oversee claims services and to settle appeals of coverage determinations made by the Claims Administrator. The Executive Director, Risk Manager, Claims Administration Company, and NPAIP's Administrator shall be non-voting, ex-officio members of the Claims Committee.

Section 4. Litigation Cooperation. Members shall be kept advised of the progress of litigation. All claims or cases shall be referred immediately to NPAIP's Claims Administrator by the Member upon which notice is given by a claimant or a complaint served. The Claims Administrator shall review the claim or case, investigate the facts where appropriate, and may assign defense counsel from NPAIP's panel of approved defense counsel. The decision whether or not to provide a defense and to assign defense counsel shall be made solely in the discretion of NPAIP and its Claims Administrator. NPAIP and its Claims Administrator shall make a coverage determination including NPAIP's discretionary decision whether to provide a defense. The assigned defense counsel shall cooperate with the Member's legal counsel in the defense or

settlement of litigation.

Section 5. Litigation Management. Management of litigation shall include evaluation of claims, assignment of qualified attorneys to represent the Member (when a discretionary decision to defend has been made), monitoring of the litigation, providing periodic status and evaluation reports to the Executive Director, aid in promoting and evaluation risk management, and recommending reserves for claims in litigation.

Section 6. Litigation Costs. Litigation Management and fees from general counsel shall be treated as a general expense of NPAIP and fees of defense counsel shall be treated as a claims expense.

Section 7. Litigation Participation. A Member at its expense, shall have the right to participate with NPAIP in the settlement, defense, or appeal of such claim, suit or proceeding which, in the judgment of NPAIP, may involve liability of NPAIP.

Section 8. Advice From Members. Members will be given a reasonable opportunity in litigated cases or claims to advise NPAIP of the Members' preference with regard to settlement of the case or claim.

Section 9. Settlement Consent. A Member shall not enter into any settlement involving liability of NPAIP without the prior consent of NPAIP.

Section 10. Claims Handling. NPAIP shall select a duly licensed claims administration company on the basis of its ability to handle claims in a professional, efficient and economical manner, and to be responsible for investigating, adjusting, evaluating, valuing and settling all Claims made against the Member or against NPAIP.

Section 11. Claim Administration Company Responsibilities. NPAIP Claims Administration Company selected by NPAIP shall:

- A. Investigate, adjust, evaluate, value and settle all claims against NPAIP or its Members for which coverage may be afforded under the terms of NPAIP Coverage Form and as directed by the Claims Committee;
- B. Make settlements in accordance with the authority delegated by the Board in the Claims Administrator's contract;
- C. In addition to actually paying covered claims, provide periodic claim reports detailing each Member's losses, recommend proper and adequate reserves for outstanding and anticipated claims, file required reports to the State of Nevada, and provide any other related services as approved by the Board; and
- D. Refer cases which may require review by the Claims Committee or the Litigation Strategy Committee and consult with NPAIP's general counsel with respect to legal issues as necessary.

## ARTICLE 21

### TERM OF AGREEMENT

This Agreement shall be effective upon execution by the signatory parties and shall remain in effect until:

- A. Terminated upon election of three-fourths of the Members; or
- B. Suspended or superseded by a subsequent agreement between the Members.

## ARTICLE 22

### WITHDRAWAL

Section 1. Member Insolvency. A Member may not withdraw as a Member for a period of two (2) years after its initial entry, except in case of insolvency or change in its legal status as a Public Agency.

Section 2. Notice of Withdrawal. After two years following its initial entry, a Member may withdraw from NPAIP upon giving one-hundred twenty (120) days written notice to the Board in advance of the program renewal date.

Section 3. Effect of Withdrawal. The withdrawal of a Member shall not affect the continuance of NPAIP by the remaining Members.

Section 4. Payments Before Withdrawal. In order to withdraw, the Member shall pay any outstanding amounts due and owing to NPAIP.

Section 5. Release Conditions. Withdrawal does not release the withdrawing Member from liability for further payments or assessments as provided elsewhere in this Agreement.

## ARTICLE 23

### CANCELLATION OR TERMINATION OF MEMBERSHIP

The Board of Directors:

- A. May cancel the membership of any Member in NPAIP on a vote of two-thirds of the Board members present at a meeting called for that purpose, and such Board action shall result in the cancellation of that Member's participation in all programs of NPAIP as of the date of the Board cancellation;
- B. May cancel any Member's participation in a program of NPAIP without canceling its membership in NPAIP or participation in other programs on a vote of two-thirds of the Board members present at a meeting called for that purpose;
- C. Cause NPAIP to give one hundred twenty (120) days advance written

notice to the Member of the effective date of any cancellation under the foregoing provisions, and upon such effective date, the Member shall be considered as having voluntarily withdraw from NPAIP, or from the program of NPAIP, as the case may be.

- D. Cancel the membership of any Member that has not paid any assessments when due upon thirty (30) days notice to the Member. Such notice for non-payment may be issued by the Executive Director without a vote of the Board of Trustees; however, the Executive Committee will be informed of the situation. The Executive Director may reinstate membership upon receipt of payment of the assessments prior to the effective date of the notice of cancellation. If payment is not received prior to the effective date of the notice of cancellation, the Member may apply for reinstatement through the Executive Director, which may be granted only by the Executive Committee.

## ARTICLE 24

### EFFECT OF WITHDRAWAL OR CANCELLATION FROM NPAIP

Section 1. Unearned Contributions. If a Member's participation in a program of NPAIP is canceled under Article 23 hereof, with or without cancellation of membership in NPAIP, and such cancellation is effective before the end of the Policy Year for that program, NPAIP shall promptly determine and return to the Member the amount of any unearned contributions payments for the Policy Year.

Section 2. Entitlement to Return of Contributions. Except as provided in Section 1 above, a Member, which withdraws or has its membership canceled in NPAIP or from any program of NPAIP, shall not be entitled to the return of any contributions or other payments to NPAIP, or of any property contributed to NPAIP.

Section 3. Termination of NPAIP. In the event of termination of this Agreement and concomitantly NPAIP, a Member having withdrawn or its membership canceled prior thereto may share in the distribution of assets of NPAIP as determined by the Board.

## ARTICLE 25

### TERMINATION AND DISTRIBUTION OF ASSETS

Section 1. NPAIP Activities After Termination. If this Agreement is terminated at any time, NPAIP shall continue to exist after such termination for the limited purpose of disposing of all outstanding claims, distributing its assets, and performing all other functions necessary to conclude its affairs and business.

Section 2. Asset Distribution. All assets of NPAIP utilized in each program shall be distributed among those Members which participated in that program in accordance with a distribution plan developed by the Board. . The Board shall determine such

distribution within six months after final distribution of all claims pending at the termination of this Agreement and NPAIP.

Section 3. Final Contributions. Any Member, which was a participant in a program of NPAIP, shall be responsible for any additional amount of contributions as determined by the Board in accordance with a Loss allocation formula as necessary for final disposition of all claims arising from losses under that program during the Member's period of participation.

## **ARTICLE 26**

### **CONTRACTUAL OBLIGATION AND MEMBER'S LIABILITY**

Section 1. Member's Additional Obligations. In addition to the obligations and responsibilities of the Members expressly set forth in this Agreement, the Members agree to take no action or engage in any conduct inconsistent with this Agreement and the Bylaws of NPAIP.

Section 2. Enforcement of This Agreement. Except as limited by the provisions in Article 3, Section 4, the terms of this Agreement may be enforced in a court of law either by NPAIP or by any of its Members.

Section 3. Consideration. The consideration for the duties herewith imposed upon the Members to take certain actions and to refrain from certain other actions shall be based upon the mutual promises and agreements of the Members set forth herein.

Section 4. Duplicate Originals. This Agreement and the Bylaws of NPAIP may be executed in duplicate originals, and their execution and approval by the Members shall be evidenced by a certified copy of a resolution by the Board of Directors, provided, however, that except to the extent of the financial contributions to NPAIP agreed to herein, or such additional obligations as may come about through amendments to the Agreement, or the Bylaws of NPAIP, no Member shall be responsible for any claims in tort or contract asserted against any other Member.

Section 5. Limitation of Members' Relationships. In the creation of NPAIP, the Members intend only to establish an organization for joint insurance and self-insurance programs in accordance with the terms and within the scope of this Agreement and have not intended to create as between Members any other relationships of surety, indemnification or responsibility for the debts or claims of any other Member.

Section 6. Members' Liability. The liability of each Member for the obligations of NPAIP shall be individual, several and proportionate liability, and not joint.

Section 7. Responsibility For Assessments. Members who have withdrawn or have been terminated shall remain subject to the payments of any assessments for the year(s) during which such Member was a participant in the program of NPAIP.

## **ARTICLE 27**

### **ASSESSMENTS**

**Section 1.     Additional Contributions and Surcharges For Excessive Losses.**

If NPAIP experiences such a number of Losses or costs under a program during a Policy Year, so that notwithstanding insurance and reinsurance coverage for individual Losses, the joint pooled funds for the program may be exhausted, the Executive Committee may, upon consultation with a casualty actuary, impose contributions and/or surcharges on all Participating Members, which, in total amount, will assure adequate resources to NPAIP for the payment of all such Losses, but not to exceed two times the most recent annual contribution without approval of two-thirds of the Board of Directors.

**Section 2.     Assessments When Liabilities Exceed Assets.**     The amount of any liability in excess of assets shall be assessed to the Members that are or were members of NPAIP within thirty (30) days after a deficiency is identified and shall be payable thereafter by the Members within ninety (90) days.

**Section 3.     Assessments For Operational Costs Deficiencies.**     The Board at its discretion may assess the Members for cost incurred in the operation and maintenance of NPAIP and for its purposes in the form, manner and amount prescribed by the Board for the Policy Year out of which the deficiency arose.

**Section 4.     Enforcement of Assessments.** NPAIP is empowered to enforce the assessments hereunder and as provided elsewhere in this Agreement by appropriate legal proceedings.

## **ARTICLE 28**

### **BYLAWS AND PROCEDURES MANUAL**

**Section 1.     Bylaws.**     The Board shall adopt Bylaws to provide for the operation and administration of NPAIP.

**Section 2.     Procedures Manual.**     The Board shall cause the preparation of a Procedures Manual to govern the day-to-day operations of NPAIP.

## **ARTICLE 29**

### **NOTICES**

**Section 1.     Notices To Members.** NPAIP shall address all notices, billings and other communications to a Member under this Agreement as directed by the Member to NPAIP.

**Section 2.     Notices To NPAIP.**     Members shall address notices and communications

to NPAIP to the Executive Director, Nevada Public Agency Insurance Pool, 201 S. Roop Street, Suite 102, Carson City, Nevada, 89701.

**ARTICLE 30**  
**AMENDMENT**

This Agreement may be amended at any time by a vote of two-thirds of the Members.

**ARTICLE 31**

**PROHIBITION AGAINST ASSIGNMENT**

No Member may assign any right, claim or interest it may have under this Agreement, and no creditor, assignee or third party beneficiary of any Member shall have any right, claim or title to any part, share, interest, fund, contribution, premium or asset of NPAIP.

**ARTICLE 32**

**AGREEMENT COMPLETE**

The foregoing constitutes the full and complete Agreement of the Members. There are no oral understanding or agreements not set forth in writing herein.

**ARTICLE 33**

**GOVERNING LAW AND SEVERABILITY**

Section 1. Governing Law. The construction, validity, and affect of this Agreement shall be governed by the laws of the State of Nevada.

Section 2. Severability. Should any covenant, condition, term or provision in this Agreement be deemed by a court of competent jurisdiction to be invalid or unenforceable, all of the remaining covenants, conditions, terms and provisions herein shall remain in full force and effect.

**ARTICLE 34**

**FILING WITH ATTORNEY GENERAL**

The Executive Director of NPAIP shall file a notice of this Agreement with the office of the Attorney General within thirty (30) days of its effective date as required by Nevada Revised Statutes.

## REVISED FINANCIAL SUMMARY – June 8, 2016

Willis negotiates commission rates with certain insurers on a corporate level. If the rate on your placement is lower than the negotiated rate, Willis will collect the difference directly from the insurer. These payments will not increase the cost of your insurance or otherwise impact your premium or rates. These negotiated rates are detailed at: [http://www.willis.com/About Willis/The Willis Way/Commission Rates/](http://www.willis.com/About_Willis/The_Willis_Way/Commission_Rates/).

Coverages	2016-2017
<b>Package:</b> Nevada Public Agency Insurance Pool with \$10,000,000 Limit / \$25,000 Deductible Commission: 7%	\$485,935.45
<b>Property</b> Total Insured Values - \$29,963,000 Blanket Limit per schedule of locations on file with POOL subject to a maximum limit of \$300,000,000 per loss. Deductible - \$25,000	Incl
<b>Liability</b> (Includes Auto Liability, General Liability, Personal Injury Liability, Employment Practices Liability, Law Enforcement Liability and Wrongful Acts Liability – including D&O) Combined Single Limit \$10,000,000 Square Feet – 174,500 # of Autos – 32	Incl
<b>Cyber</b> Per Cyber Event Limit - \$2,000,000 Deductible - \$25,000	Incl
<b>Environmental Liability</b> Aggregate Limit - \$10,000,000 Deductible - \$25,000	Incl
<b>Crime</b> Employee Theft Limit - \$500,000 Employee Theft Retention - \$25,000	Incl
<b>Annual Premium</b>	<b>\$485,935.45</b>

## REVISED ORDER TO BIND

### Direction for Binding

Please review this proposal and advise of any changes or questions you may have. To request the binding of coverage, please complete and sign the following or contact me with your binding instructions.

### Bind as Proposed

Nevada Public Agency Insurance Pool Package Option with \$25,000 Deductible @ \$485,935.45	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Nevada Public Agency Insurance Pool Package Option with \$50,000 Deductible @ \$427,523.86	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Nevada Public Agency Insurance Pool Package – Option to Delete Auto Physical Damage @ \$300 Premium Reduction	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

### Southern Nevada Health District

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**UPDATED – NPAIP COVERAGE ITEMS**

Nevada Public Agency Insurance Pool	Premium or Detail
<b>Auto Physical Damage Coverage:</b> Separate Premium in Package quote	\$300.00
<b>Crime Coverage:</b> \$500,000 Employee Dishonesty is part of the Monies & Securities extension in the Property Section of the POOL Form (Section V.C.8)	Included
<b>Directors &amp; Officers Coverage:</b> \$10,000,000 D&O Coverage is included as part of the Wrongful Acts coverages (Section VI B.8)	Included
<b>Employment Practices Coverage – 3<sup>rd</sup> Party Coverage:</b> Refer to Wrongful Acts coverage. Coverage would apply to SNHD for actions against SNHD due to acts of a third party vendor. The vendor would not be covered for their acts unless they come within the scope of the definition of Assured (Section I.1 (b)). A “potential” employee who makes a claim of discrimination against SHND would not be part of employment practices since they are not yet an employee. However, if that “potential” employee alleges discrimination in the hiring practices/process, coverage for SNHD would be under the Wrongful Acts section regarding such allegations.  Note that Wrongful Acts coverage under our form includes board errors or omissions and civil rights including EPL (refer to the Definitions (Section VI.A.8)). These are not treated as separate coverage sections as other programs may do.	Included
<b>Cyber Security Event &amp; Privacy Response Coverage:</b> Coverage does not extend to such fines as HIPPA (Refer to Section VII.E.2 and E.14) Per Cyber Event Limit - \$2,000,000 Deductible - \$25,000	Exclusions – fines/penalties



The Power Of The Pool.<sup>SM</sup>  
poolpact.com

# NEVADA PUBLIC AGENCY INSURANCE POOL MEMBER COVERAGE SUMMARY

---

## Prepared For:

Southern Nevada Health District

## Prepared By:

Willis Towers Watson

*This summary is intended for reference only. For specific terms, conditions, limitations and exclusions, please refer to the POOL Coverage Form edition July 1, 2016.*

Dear POOL Member:

Thank you for your renewed commitment to the Nevada Public Agency Insurance Pool (POOL). In 1987, four Nevada counties formed their own municipal risk sharing pool and now over a quarter of a century later, the vast majority of Nevada's rural public entities remain committed to each other and the mission of this organization.

We are pleased to provide this Member Coverage Summary for your review. We continue to excel and provide an unparalleled level of service to our members. Our mission seeks to help members manage their risks so they can serve the public effectively.

The POOL Board is comprised of an impressive group of dedicated, hardworking, and ethical Member leaders focused on risk management. They continue to do a superb job of representing the interests of the Member-owners of POOL.

Our members continue to see great value in being part of the POOL because of the extensive services, thus membership retention remains strong. We encourage you to discuss the services we offer with your insurance agent, a valued partner in the POOL program. Details on the financial performance and the services we offer are available on our website at [www.poolpact.com](http://www.poolpact.com).

If you have any questions, please call us toll free: (877) 883-7665 or (775) 885-7475.

Sincerely,



Wayne Carlson  
Executive Director  
Nevada Public Agency Insurance Pool

**NEVADA PUBLIC AGENCY INSURANCE POOL (POOL)**

The Power Of The Pool.<sup>SM</sup>  
[poolpact.com](http://poolpact.com)



## COVERAGE SUMMARY

RENEWAL PROPOSAL	COVERAGE PERIOD	NAMED ASSURED	MAINTENANCE DEDUCTIBLE
	07/01/2016 – 07/01/2017 Standard Time	Southern Nevada Health District	\$25,000 all perils each and every loss

### PROPERTY LIMITS

Blanket Limit per schedule of locations on file with POOL subject to a maximum limit of \$300,000,000 per loss.

The following sub-limits apply to Section V. C. Extensions of Property Coverage:

Accounts Receivable	\$5,000,000 per loss
Arson Reward	10% up to \$25,000 per loss
Earthquake	\$150,000,000 aggregate
Flood	\$150,000,000 aggregate \$25,000,000 aggregate - Flood Zone A
Equipment Breakdown	\$100,000,000 per loss
Loss of Income & Extra Expense	included
Hazardous Substance Coverage	\$250,000 per loss
Spoilage Coverage	\$250,000 per loss
Data Restoration	\$100,000 per loss
Expediting Expenses	\$25,000 per loss
Unintentional Errors and Omissions	\$5,000,000 per loss
Money and Securities	\$500,000 per loss
Transmission Facilities	\$100,000 per loss
Vehicle Replacement	Per Attachment E, if applicable

## LIABILITY LIMITS

The Limits of Liability are as follows:

Combined Single Limit	\$10,000,000	Each Event/Each Member
Member Annual Aggregate Limit: \$10,000,000		
Liability Limits are subject to sub-limits		
Includes Auto Liability, General Liability, Personal Injury Liability, Employment Practices Liability, Law Enforcement Liability and Wrongful Acts Liability		

## CYBER SECURITY EVENT AND PRIVACY RESPONSE EXPENSE COVERAGE LIMITS

The Limits of Liability are as follows:

Per Cyber Security Event	\$2,000,000	Each Member/Annual Aggregate
Privacy Response Expense Coverage	\$500,000	

## \*ENVIRONMENTAL LIABILITY COVERAGE

The Limits of Liability are as follows:

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

COVERAGE	DEDUCTIBLE	EACH INCIDENT LIMIT	AGGREGATE LIMIT
A,B,C	\$25,000	\$2,000,000	\$10,000,000

COVERAGE	DEDUCTIBLE	BUSINESS INTERRUPTION LIMIT (Days)	BUSINESS INTERRUPTION LIMIT (\$)
D	3 Days	365	\$2,000,000

\*Coverage expansion provided by the Pool, at no charge to members.

**The Power Of The Pool.<sup>SM</sup>**  
**poolpact.com**



**MEMBER CONTRIBUTION:**

<b>TOTAL COST:</b>	<b>\$454,148.96</b>
<b>AGENT COMPENSATION:</b>	<b>\$31,786.49</b>
<b>TOTAL PROGRAM COST INCLUDING ALL SERVICES:</b>	<b>\$485,935.45</b>

**ADDITIONAL OPTION (\$50,000 DEDUCTIBLE):**

<b>TOTAL COST:</b>	<b>\$399,558.69</b>
<b>AGENT COMPENSATION:</b>	<b>\$27,965.17</b>
<b>TOTAL PROGRAM COST INCLUDING ALL SERVICES:</b>	<b>\$427,523.86</b>

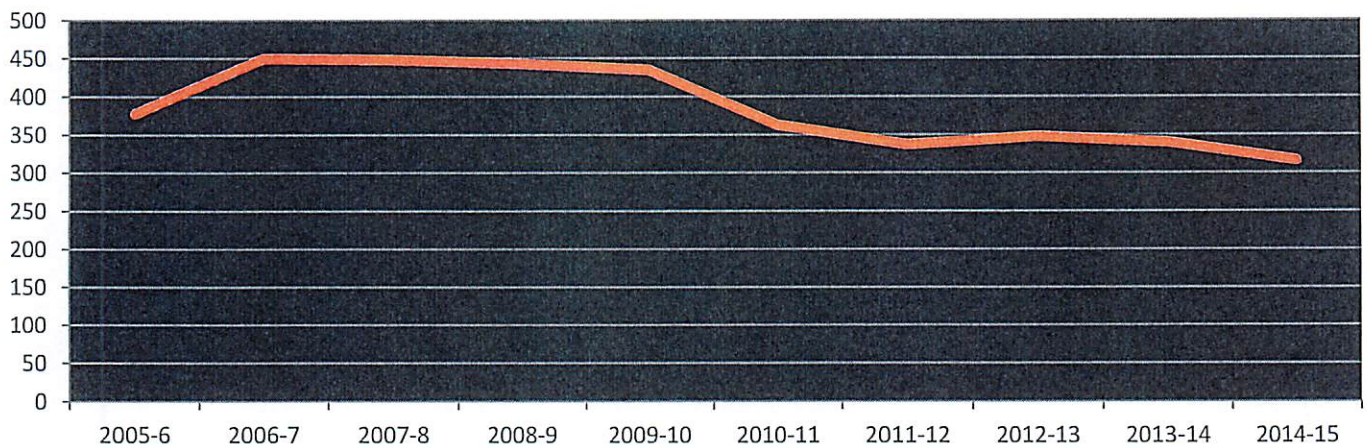
*This summary is intended for reference only. For specific terms, conditions, limitations and exclusions, please refer to the POOL Coverage Form edition July 1, 2016.*

**The Power Of The Pool.<sup>SM</sup>**  
**poolpact.com**

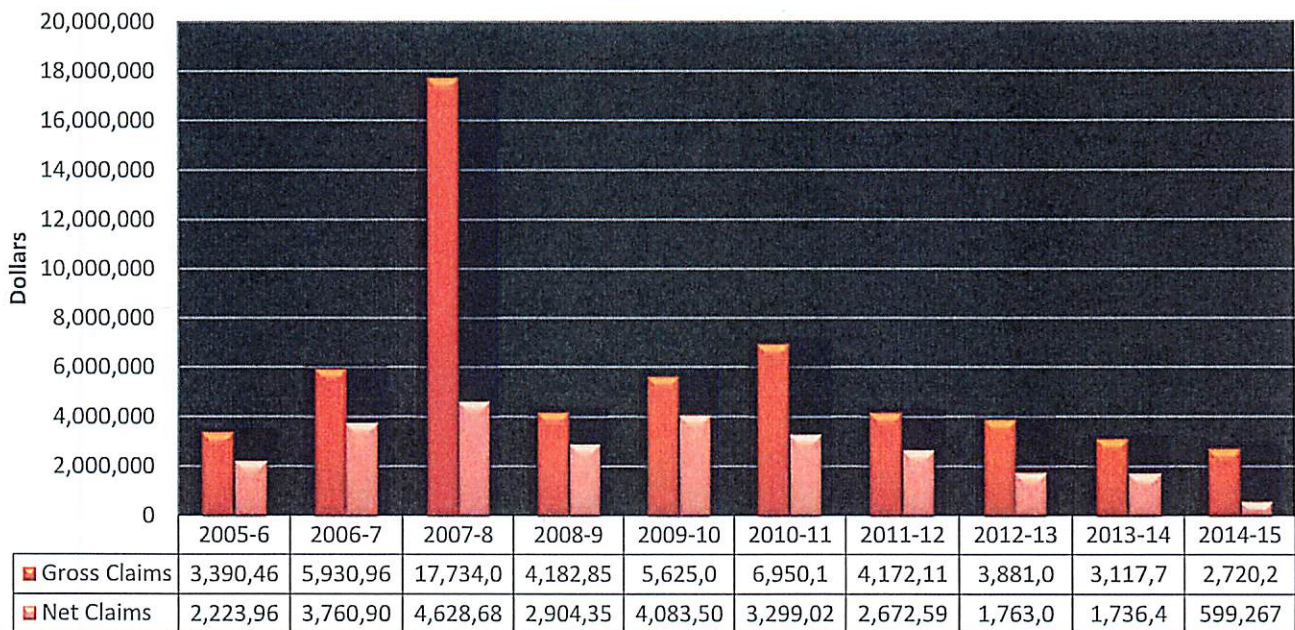


## 10 YEARS OF POOL CLAIMS EXPERIENCE

### Total Frequency by Year



### Severity Total by Year



# NPAIP Membership

## Counties:

Churchill County  
Douglas County  
Elko County  
Esmeralda County  
Eureka County  
Humboldt County  
Lander County  
Lincoln County  
Lyon County  
Mineral County  
Nye County  
Pershing County  
Storey County  
White Pine County

## Towns:

Town of Gardnerville  
Town of Genoa  
Town of Minden  
Town of Pahrump  
Town of Round Mountain  
Town of Tonopah

## School Districts:

Carson City School District  
Churchill County School District  
Douglas County School District  
Elko County School District  
Esmeralda County School District  
Eureka County School District  
Humboldt County School District  
Lander County School District  
Lincoln County School District  
Lyon County School District  
Mineral County School District  
Nye County School District  
Pershing County School District  
Storey County School District  
White Pine County School District

## Cities:

Boulder City  
City of Caliente  
City of Carlin  
City of Elko  
City of Ely  
City of Fernley  
City of Lovelock  
City of Mesquite  
City of Wells  
City of West Wendover  
City of Winnemucca  
City of Yerington

## Fire Districts:

Mt. Charleston Fire Protection District  
North Lake Tahoe Fire Protection District  
Pahrnagat Valley Fire District  
Tahoe Douglas Fire Protection District  
Truckee Meadows Fire Protection District  
Washoe County Fire Suppression  
White Pine Fire District

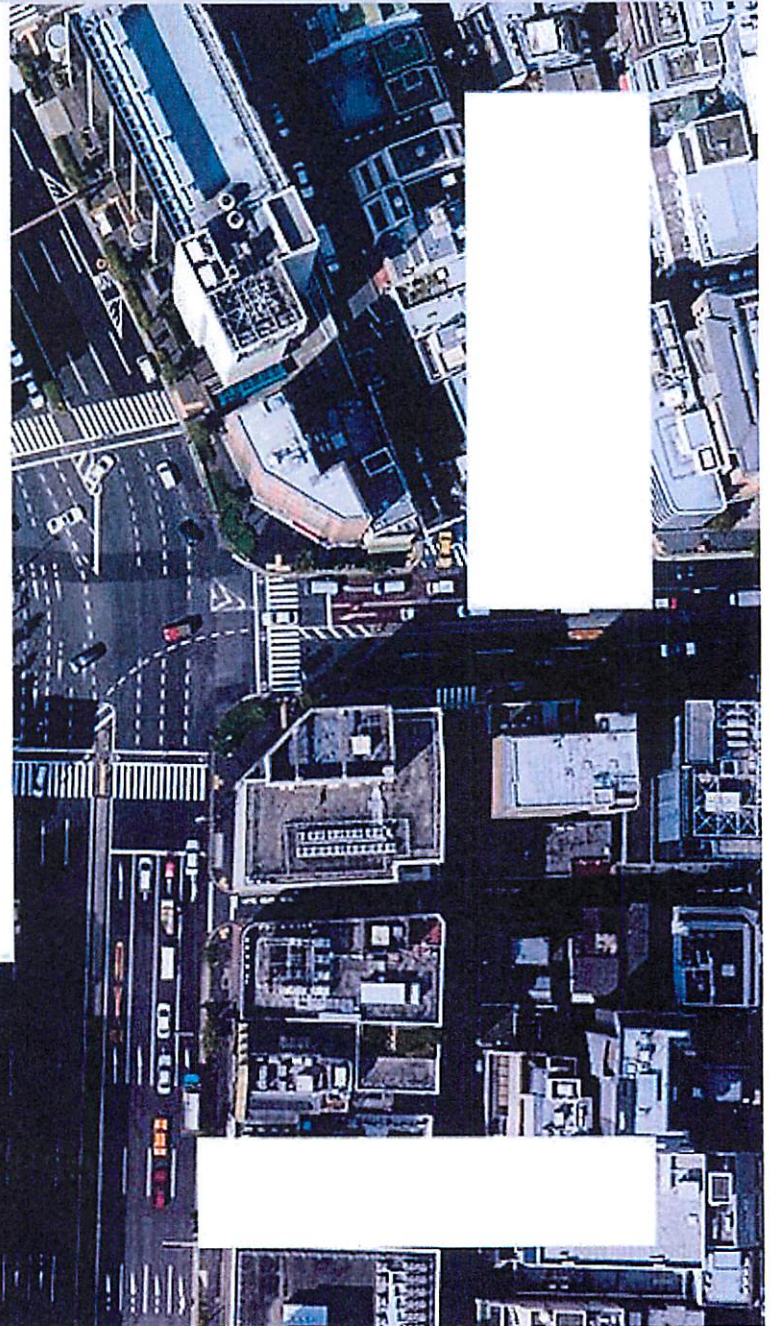
## Others:

Central Nevada Regional Water Authority  
County Fiscal Officers Association of Nevada  
Douglas County Redevelopment Agency  
Elko Central Dispatch  
Elko Convention & Visitors Authority  
Humboldt River Basin Water Authority  
Nevada Association of Counties  
Nevada Commission for the Reconstruction of the V & T Railway  
Nevada League of Cities  
Nevada Rural Housing Authority  
Truckee Meadows Regional Planning Agency  
U.S. Board of Water Commissioners  
Virginia City Tourism Convention  
Western Nevada Regional Youth Center  
White Pine County Tourism

## Special Districts:

Alamo Water & Sewer District  
Amargosa Library District  
Beatty Library District  
Beatty Water & Sanitation District  
Canyon General Improvement District  
Carson-Truckee Water Conservancy District  
Carson Water Subconservancy District  
Churchill County Mosquito, Vector and Weed Control District  
Coyote Springs General Improvement District  
Douglas County Mosquito District  
Douglas County Sewer  
East Fork Swimming Pool District  
Elko County Agricultural Association  
Fernley Swimming Pool District  
Gardnerville Ranchos General Improvement District  
Gerlach General Improvement District  
Incline Village General Improvement District  
Indian Hills General Improvement District  
Kingsbury General Improvement District  
Lakeridge General Improvement District  
Lincoln County Water District  
Logan Creek Estates General Improvement District  
Lovelock Meadows Water District  
Marla Bay General Improvement District  
Mason Valley Swimming Pool District  
Minden Gardnerville Sanitation District  
Moapa Valley Water District  
Nevada Tahoe Conservation District  
Pahrump Library District  
Palomino Valley General Improvement District  
Pershing County Water Conservation District  
Sierra Estates General Improvement District  
Silver Springs General Improvement District  
Silver Springs Stagecoach Hospital  
Skyland General Improvement District  
Smoky Valley Library District  
Southern Nevada Area Communication Council  
Stagecoach General Improvement District  
Sun Valley General Improvement District  
Tahoe Douglas District  
TRI GID  
Tonopah Library District  
Virgin Valley Water District  
Walker River Irrigation District  
Washoe County Water Conservation District  
West Wendover Recreation District  
Western Nevada Development District

Southern Nevada  
Health District  
7/1/2016 – 7/1/2017



# WillisTowersWatson

[www.willistowerswatson.com](http://www.willistowerswatson.com)

May 26, 2016

Willis of Arizona, Inc.  
16220 N. Scottsdale Road  
Suite 600  
Scottsdale, AZ 85254  
Phone: (602) 787-6000

Southern Nevada Health District  
280 S. Decatur Blvd, Las Vegas, NV 89107

**Re:** Property, General Liability, Business Automobile,  
Directors & Officers, Employment Practices Liability and Crime  
Effective: 7/1/2016 to 7/1/2017

The results of our negotiations are outlined in the attached marketing/financial summary. We have included actual quotes from NPAIP and Chubb because we believe they offer the best combination of coverage terms and service.

While we recommend that you read all of the exclusions, subjectivities and warranties in the attached quotes.

This quote is valid until 6/30/2016, after which insurers may withdraw or vary it.

This proposal is presented in conjunction with the Standard Terms and Conditions for US Property & Casualty Retail Accounts which was previously sent to you.

Please review this proposal and advise of any changes or questions you may have. To request the binding of coverage, please contact me by phone or e-mail.

Thank you for your business. We look forward to being your long-term risk management partner.

Best regards,

Chuck L. Halsey  
Vice President

Enclosures

## MARKETING SUMMARY

### QUOTES RECEIVED

Line(s) of Business	Carrier	Intermediary/Panel	Premium	Commissions
Property, Liability, Cyber, Environmental	NPAIP	Willis Pooling Group	\$678,223.29	7%
Property	ACE/Chubb		\$53,897	15%
General Liability added to existing Professional Liability policy \$50,000 Retention	ACE/Chubb		\$422 A/P (effective 6/30/16 to 8/1/2016) \$4,751 Annual Premium	12.5%
Directors & Officers, Employment Related Practices Liability and Crime \$2,000,000 D&O/EPL Limit \$500,000 Crime Retentions: \$25,000 D&O \$250,000 EPL \$10,000 Crime	ACE/Chubb	Executive Risk Panel	\$41,838	22.5%
Monoline Auto	Pending	AmWins	Pending	Pending

### INDICATIONS

Line(s) of Business	Carrier	Intermediary/Panel	Premium	Commissions
General Liability / Professional Liability \$1,000,000/\$3,000,000 Limit \$50,000 Retention	ACE/Chubb		\$30,000 (8/1/2016 – 8/1/2017)	12.5%
Excess Liability \$5,000,000 Limit	ACE/Chubb		\$36,000 (8/1/2016 – 8/1/2017)	12.5%
D&O/EPL/Fiduciary \$1,000,000 Limit Retentions: \$50,000 D&O/EPL \$100,000 Antitrust \$0 Fiduciary	Beazley	Executive Risk Panel	\$25,000	22.5%

### DECLINATIONS

Line(s) of Business	Carrier	Reason for Declination
All Lines	OneBeacon	Outside of Appetite
All Lines	Philadelphia	Class of business and no longer entertain Auto in Nevada
All Lines	Travelers	Healthcare outside of Appetite
All Lines	Zurich	Not a class they would entertain
Monoline Auto	Apex	Blocked by another agent.
Monoline Auto	ACE/Chubb	Due to patient transport they are unable to make the accommodation on this account
Management Liability	Arch	Unable to entertain Public Entity Risks
Management Liability	Travelers	Adverse Loss Ratio

## FINANCIAL SUMMARY

Willis negotiates commission rates with certain insurers on a corporate level. If the rate on your placement is lower than the negotiated rate, Willis will collect the difference directly from the insurer. These payments will not increase the cost of your insurance or otherwise impact your premium or rates. These negotiated rates are detailed at: [http://www.willis.com/About\\_Willis/The\\_Willis\\_Way/Commission\\_Rates/](http://www.willis.com/About_Willis/The_Willis_Way/Commission_Rates/).

Coverages	2016-2017
<b>Package:</b> Nevada Public Agency Insurance Pool Commission: 7%	\$678,223.29
<b>Property</b> Total Insured Values - \$29,963,000 Blanket Limit per schedule of locations on file with POOL subject to a maximum limit of \$300,000,000 per loss. Deductible - \$25,000	
<b>Liability</b> (Includes Auto Liability, General Liability, Personal Injury Liability, Employment Practices Liability, Law Enforcement Liability and Wrongful Acts Liability) Combined Single Limit \$10,000,000 Square Feet – 174,500 # of Autos - 32	
<b>Cyber</b> Per Cyber Event Limit - \$2,000,000	
<b>Environmental Liability</b> Aggregate Limit - \$10,000,000 Deductible - \$25,000	
<b>D&amp;O/EPLI/Crime</b> – Federal Ins. Co. (Chubb), AM Best Rating: A++ XV D&O Limit: \$2,000,000 EPLI Limit: \$2,000,000 Crime Employee Theft Limit: \$500,000 D&O Retention: \$0 Non-Indemnified/ \$25,000 Indemnified & Entity Liability EPLI Retention: \$250,000 Crime Employee Theft Retention: \$10,000 Commission: 22.5%	\$41,838
<b>Annual Premium</b>	<b>\$720,061.29</b>

## PAYMENT PLANS

Line of Business	Plan
NPAIP Package	Agency Bill, Annual
Chubb D&O/EPLI/Crime	Agency Bill, Annual

## SUBJECTIVITIES / BINDING REQUIREMENTS

Line of Business	
NPAIP Package	Signed Interlocal Cooperation Agreement
Chubb D&O/EPLI/Crime	Conference call with the insured
	Employee Handbook

## IMPORTANT NOTICES

### INTERMEDIARY / WHOLESALER

In our search for your insurance coverage we used the following wholesalers:

Willis Re Pooling is an affiliate of the Willis Group of companies. Any compensation it receives is included in the total compensation disclosed in the summary of quotes.

Line of Business	Wholesaler
NFAIP Package	Willis Re Pooling

### WILLIS PANEL

Please note that the quote from Chubb and Beazley was obtained through the Willis Panel Process.

## CLAIM INFORMATION

### Report Directly to the Carrier

#### **Workers' Compensation**

**Auto** – except fatalities, serious injury, complex liability/coverage situations

**General Liability** – except fatalities, serious injury, complex liability/coverage situations, construction defect, asbestos

Willis Claim Center Contact Information	Carrier Claim Contact Information
The claim center is available 24/7/365	
Phone: 877 833 2678	
E-mail: claimwest@willis.com	

## A.M. Best Company Ratings 2016

A.M. Best is the most widely recognized authority on the evaluation and rating of insurance companies based in part upon their financial strength and policyholders surplus. The Best's rating for the companies we are including in this proposal are:

Company Name	Rating	Financial Size	Date of Rating
Nevada Public Agency Insurance Pool			
Federal Insurance Company	A++	XV	7/2/2015

As professional agents/brokers it has long been our established policy to make every effort to deal only with companies having a Best's Rating of A++, A+, A or A-, which are the four highest ratings available, and a minimum of \$50 million in Policyholders' Surplus. It must be noted that neither Willis of Arizona, Inc. nor any affiliated company guarantees the financial solvency of any insurance carrier. The following list outlines the A.M. Best Company rating scale and associated descriptions.

### Financial Strength Ratings

An A.M. Best's Financial Strength Rating is an opinion of an insurer's ability to meet its obligations to policyholders.

A.M. Best Rating				
A++, A+	Superior		C++, C+	Marginal
A, A-	Excellent		C, C-	Weak
B++, B+	Very Good		D	Poor
B, B-	Good		E	Under Regulatory Supervision
			F	In Liquidation

### Financial Size Categories

A.M. Best assigns each letter rated insurance company a Financial Size Category. This is designed to provide a convenient indicator of the size of a company in terms of its statutory surplus and related accounts.

Financial Size Categories (In millions of U.S. dollars)				
Class I	Up to 1		Class IX	250 to 500
Class II	1 to 2		Class X	500 to 750
Class III	2 to 5		Class XI	750 to 1,000
Class IV	5 to 10		Class XII	1,000 to 1,250
Class V	10 to 25		Class XIII	1,250 to 1,500
Class VI	25 to 50		Class XIV	1,500 to 2,000
Class VII	50 to 100		Class XV	Greater than 2,000
Class VIII	100 to 250			

## ORDER TO BIND

### Direction for Binding

Please review this proposal and advise of any changes or questions you may have. To request the binding of coverage, please complete and sign the following or contact me with your binding instructions.

### Bind as Proposed

Nevada Public Agency Insurance Pool Package	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Chubb D&O/EPLI/Crime	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Optional Quote -	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

### Pursue Optional Coverages

Pursue Cyber Liability	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
------------------------	--------------------------	-----	--------------------------	----

If not indicated, coverage will not be pursued.

### Southern Nevada Health District

Signature

Title

Printed Name

Date

**Standard Terms and Conditions for U.S. Property & Casualty Retail Accounts**

Please note the following terms and conditions related to your decision to utilize Willis Towers Watson to purchase insurance coverage, products and/or services:

**Services and Responsibilities**

The services we provide to you will rely in significant part on the facts, information and direction provided by you or your authorized representatives. In order to make our relationship work, we must each provide the other with accurate and timely facts, information and direction as is reasonably required. You must provide us with complete and accurate information regarding your loss experience, risk exposures, and changes in the analysis or scope of your risk exposures and any other information reasonably requested by us or insurers. It is important that you advise us of any material changes in your business operations that may affect our services or the insurance coverages we place for you. A factor or circumstance is material if it would influence the judgment of a prudent insurer in determining premium and whether or not they would underwrite the risk. Therefore, all information which is material to your coverage requirements or which might influence insurers in deciding to accept your business, finalizing the terms to apply and/or the cost of cover, must be disclosed. Failure to make full disclosure of material facts might potentially allow insurers to avoid liability for a particular claim or to void the contract. This duty of disclosure applies equally at renewal of your existing coverage and upon placement of new lines of coverage. Willis Towers Watson will not be responsible for any consequences which may arise from any delayed, inaccurate or incomplete information.

We will assess the financial soundness of the insurers we recommend to provide your coverages based on publicly available information, including that produced by well-recognized rating agencies. Upon request, we will provide you with our analysis of such insurers. We cannot, however, guarantee or warrant the solvency of any insurer or any intermediary that we may use to place your coverage.

If you have a multi-year policy, it is important that you understand the limitations associated with the coverage options and the possibility that the financial strength of the carrier may change throughout the term of the policy. We recommend that you review the insurer's ratings for any downgrades during the term of this multi-year policy.

The final decisions with respect to all matters relating to your insurance coverages, risk management, and loss control needs and activities are yours. We will procure the insurance coverage chosen by you, prepare or forward insurance binders, and review and transmit policies to you.

If your insurance risks are in more than one jurisdiction, we, where required, will liaise between you and insurers to agree how to apportion the premium between applicable jurisdictions, and the amount of insurance premium tax payable in each jurisdiction. In providing such services, Willis Towers Watson is acting in its capacity as an insurance

## **WillisTowersWatson Limited**

broker. You should seek your own advice in relation to such tax laws where you consider it necessary. We will not be liable to you should the apportionment of premium or amount of tax payable under the policy be challenged by any tax authority. In addition, we will not be liable to you should the insurers fail, or refuse, to collect and pay such insurance premium tax to the relevant authorities.

We will review all binders, policies and endorsements for the purpose of confirming their accuracy and conformity to negotiated specifications and your instructions and advise you of any errors in, or recommended changes to, such policies. You agree that you will also review all such documents and advise us of any questions you have or of any document or provision which you believe may not be in accordance with your instructions as soon as possible, and in no event longer than two weeks, after you receive them. Your coverage is defined by the terms and conditions detailed in your insurance policies and endorsements. Your review of these documents, and any review you may seek from outside legal counsel or insurance consultants, is expected and essential.

We will meet, as requested by you, with your representatives to explain coverage and policies. We will promptly respond to your requests for coverage information, analysis of changing market conditions, and assistance in reporting subsequent changes in information to insurance companies and service providers.

In our capacity as insurance brokers, we do not provide legal or tax advice. We encourage you to seek any such advice you want or need from competent legal counsel or tax professionals.

### **Confidentiality**

We will treat information you provide us in the course of our professional relationship as confidential and will use it only in performing services for you, except as directed by you or stated herein. We may share this information with third parties as may be required to provide our services. We may also disclose this information to the extent required to comply with applicable laws or regulations or the order of any court or tribunal. We may share this information with other affiliated Willis Towers Watson companies in order to help provide our services and for matters connected with the management, development or operation of our and their business, and to the extent we do so, any such affiliated Willis Towers Watson companies will also keep your information confidential subject to our agreement with you. By providing us with data, you agree and represent that you are fully authorized to possess that data and to provide it to us, and further that we are fully authorized to obtain, maintain, process and transfer such data in a commercially reasonable manner and as we reasonably deem advisable in order to provide our services. You also agree that we may aggregate and anonymise your information and may disclose to third parties certain anonymised or industry-wide statistics or other information which may include information relating to you, but that we will not, without your consent, reveal any information specific to you other than on an anonymised basis and as part of an industry or sector-wide comparison. In our use of the information that you provide us, we agree that we will comply with all applicable privacy laws, and that we have

## **Willis Towers Watson**

implemented and will maintain commercially reasonable and appropriate security measures in order to protect sensitive information from unauthorized use or disclosure. Records you provide us will remain your property and will be returned to you upon request, although we will have the right to retain copies of such records to the extent required in the ordinary course of our business or by law. You will treat any information we provide to you, including data, recommendations, proposals, or reports, as confidential, and you will not disclose it to any third parties. You may disclose this information to the extent required to comply with applicable laws or regulations or the order of any court or tribunal. We retain the sole rights to all of our proprietary computer programs, systems, methods and procedures and to all files developed by us.

Willis Towers Watson represents and warrants that, with respect to the personal information of any Massachusetts resident, (1) it has and is capable of maintaining appropriate security measures to protect Personal Information consistent with 201 CMR 17.00 and any applicable federal regulations; and (2) as of the Agreement Effective Date, it has and will at all times during the term of this Agreement, maintain a comprehensive written information security program that complies with applicable privacy and data security laws. Willis Towers Watson's information security program shall contain at least the following:

- Reasonable restrictions upon physical access to records containing personal information and storage of such records and data in locked facilities, storage areas or counters.
- Regular monitoring to ensure that the comprehensive information security program is operating in a manner reasonably calculated to prevent unauthorized access to or unauthorized use of personal information; and upgrading information safeguards as necessary to limit risks.
- Reviewing the scope of the security measures at least annually or whenever there is a material change in business practices that may reasonably implicate the security or integrity of records containing personal information.
- Documenting responsive actions taken in connection with any incident involving a breach of security, and mandatory post-incident review of events and actions taken, if any, to make changes in business practices related to protection of personal information.

### **Carrier Quotes**

The quotes we have provided to you are based upon the information that you have provided to us. If you discover that previously submitted information is inaccurate or incomplete, please advise us immediately so that we can attempt to revalidate terms with insurers.

## **Willis Towers Watson**

A carrier quote is an offer to provide coverage. Offers can be modified or withdrawn prior to your acceptance through your order to bind coverage. The quote itself is not a legally binding commitment or a confirmation of actual coverage. Should you choose to bind coverage, we will secure a formal commitment, typically in the form of a binder on a form issued or approved by the carrier(s) at issue.

### **Compensation and Disclosure**

Willis Towers Watson is an insurance producer licensed to do business worldwide, including in all 50 states and the District of Columbia. Insurance producers are authorized by their license to work with insurance purchasers and discuss the benefits and terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of an insurance producer in any particular transaction involved one or more of these activities.

The compensation that will be paid to Willis Towers Watson will vary based on the insurance contract it sells. Depending on the insurer and insurance contract you select, compensation may be paid by the insurer selling the insurance contract or by another third party. Such compensation may be contingent and may vary depending on a number of factors, including the insurance contract and insurer you select. In some cases, other factors such as the volume of business Willis Towers Watson provides to the insurer or the profitability of insurance contracts Willis Towers Watson provides to the insurer also may affect compensation. Willis Towers Watson may accept this compensation in locations where it is legally permissible, and meet standards and controls to address conflicts of interest. Because insurers account for contingent payments when developing general pricing, the price you pay for your policies is not affected whether Willis Towers Watson accepts contingent payments or not. If you prefer that we not accept contingent compensation related to your policy, we will request that your insurer(s) exclude your business from their contingent payment calculations.

Upon request, Willis Towers Watson will provide you with additional information about the compensation Willis Towers Watson expects to receive based in whole or in part on your purchase of insurance, and (if applicable) the compensation expected to be received based in whole or in part on any alternative quotes presented to you.

To the extent Willis Towers Watson is compensated by commissions paid to us by insurers, they will be earned for the entire policy period at the time we place policies for you. We will be paid the commission percentage stated for the placement of your insurance as indicated, and will receive the same commission percentage for all subsequent renewals of this policy unless we negotiate a different commission percentage with you.

Willis Towers Watson negotiates commission rates with certain insurers on a corporate level. If the rate on your placement is lower than the negotiated rate, Willis Towers Watson will collect the difference directly from the insurer. These payments will not

## WillisTowersWatson

increase the cost of your insurance or otherwise impact your premium or rates. These negotiated rates are detailed at:

[http://www.willis.com/About\\_Willis/The\\_Willis\\_Way/Commission\\_Rates/](http://www.willis.com/About_Willis/The_Willis_Way/Commission_Rates/).

WillPLACE, a proprietary online tool, provides Willis Towers Watson brokers with access to global placement information so that we can seek to develop solutions for you with appropriate markets at competitive prices and terms. Some insurers pay Willis Towers Watson a fee for annual reporting on their book of business. Some of these insurers also pay Willis Towers Watson an additional fee for more detailed reporting on placements matched through the WillPLACE system. Any insurer payments related to the WillPLACE system will not increase the cost of your insurance.

Willis Towers Watson develops panels of insurers in certain market segments. Participating insurers are reviewed on a variety of factors. Commission rates on panel placements may be higher than rates paid on business placed outside of the panel process. Willis Towers Watson discloses its commission rates to clients on quotes obtained through the panel process prior to binding the coverage. In some instances, insurers pay an administration fee to participate in the panel process, or for additional reporting. Your Willis Towers Watson broker will provide you with additional information on Willis Towers Watson Panels upon request.

Where permitted by applicable law, Willis Towers Watson may assess a policy service fee. The fee is on a per-policy basis and is calculated on the premium amount. The policy service fee is compensation to Willis Towers Watson for such value-added services and resources including dedicated industry practices, technical resources, placement support and our strategic outcomes practices. The fee is not required by any insurer or regulator, nor is it included in the premium charged. It will be listed separately on your invoice. It is not necessary to procure a policy to obtain many of these and other services on a consultancy basis for a separate fee.

In some cases the use of a wholesale broker may be beneficial to you. We will not directly or indirectly place or renew your insurance business through a wholesale broker unless we first disclose to you in writing any compensation we or our corporate parents, subsidiaries or affiliates will receive as a result.

If wholesalers, underwriting managers or managing general agents have a role in providing insurance products and services to you, they will also earn and retain compensation for their role in providing those products and services. If any such parties are corporate parents, subsidiaries or affiliates of ours, any compensation we or our corporate parents, subsidiaries or affiliates will receive will be included in the total compensation we disclose to you. If such parties are not affiliated with us, and if you desire more information regarding the compensation those parties will receive, please contact us and we will assist you in obtaining this information.

## WillisTowersWatson

In the ordinary course of business we may also receive and retain interest on premiums you pay from the date we receive the funds until we pay them to the insurers or their intermediaries, or until we return them to you after we receive such funds.

Commission schedules and other compensation arrangements related to our services on your behalf may change over time and may not always be congruent with your specific policy period. Willis Towers Watson will provide you with accurate information to the best of our knowledge when information is presented to you, but it is possible that compensation arrangements may change over time. We will update you on any changes to our compensation prior to your renewal, and will do so at any time upon your request.

As an insurance intermediary, we normally act for you. However, we or our corporate parents, subsidiaries or affiliates may provide services to insurers for some insurance products. These services may include (a) acting as a managing general agent, program manager or in other similar capacities which give us binding authority enabling us to accept business on their behalf and immediately provide coverage for a risk; (b) arranging lineslips or similar facilities which enable an insurer to bind business for itself and other insurers; or (c) managing lineslips for insurers. Contracts with these insurers may grant us certain rights or create certain obligations regarding the marketing of insurance products provided by the insurers.

We may place your insurance business under such a managing general agent's agreement, binding authority, lineslip or similar facility when we reasonably consider that these match your insurance requirements/instructions. When we intend to do so, we shall inform you and disclose the compensation payable to Willis Towers Watson in connection with the placement of the insurance coverage.

We may also provide reinsurance brokerage services to insurers with which your coverage is placed pursuant to separate agreements with those insurers. We may be compensated by the insurers for these services in addition to any commissions we may receive for placement of your insurance coverages.

Subsidiaries of Willis North America Inc are members of a major international group of companies. In addition to the commissions received by us from insurers for placement of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesale brokers, reinsurance intermediaries, underwriting managers and similar parties (some of which may be owned in whole or in part by our corporate parents or affiliates), may earn and retain usual and customary commissions for their role in providing insurance products or services to you under their separate contracts with insurers or reinsurers.

The insurance market is complex, and there could be other relationships which are not described in this document which might create conflicts of interest. If a conflict arises for which there is no practicable way of complying with this commitment, we will promptly inform you and withdraw from the engagement, unless you wish us to continue to provide the services and provide your written consent. Please let us know in writing if

## **WillisTowersWatson LLP**

you have concerns or we will assume that you understand and consent to our providing our services pursuant to these terms.

The Foreign Account Tax Compliance Act (FATCA) is a U.S. law aimed at foreign financial institutions and other financial intermediaries (including insurance companies and intermediaries such as brokers) to prevent tax evasion by U.S. citizens and residents through offshore accounts. FATCA only applies if you are a U.S. company or individual or a non-U.S. company paying premium through a U.S. insurance broker to a non-U.S. insurer. In order to comply with FATCA, insurance companies and intermediaries must meet certain legal requirements. Insurance placed with an insurance company that is not FATCA compliant may result in a 30% withholding tax on your premium. Where FATCA is applicable to you, in order to avoid this withholding tax, Willis Towers Watson will only place your insurance with FATCA-compliant insurers and intermediaries for which no withholding is required unless you instruct us to do otherwise and provide your advance written authorization to do so. If you do instruct Willis Towers Watson to place your insurance with a non-FATCA compliant insurer or intermediary, you may have to pay an additional amount equivalent to 30% of the premium covering U.S.-sourced risks to cover the withholding tax. If you instruct us to place your insurance with a non-FATCA compliant insurer but you do not agree to pay the additional 30% withholding if required, we will not place your insurance with such insurer. Please consult your tax adviser for full details of FATCA.

### **Premium Financing**

You may choose to use a premium finance company, property appraiser, structured settlement firm or other similar service provider in connection with the insurance coverages we place for you or the services we provide to you. Premium finance options are not always available, but where they are, Willis Towers Watson currently works with industry leading finance providers for this service. Where permitted by law, we receive a fee for the administrative services we provide those companies. These services include processing the premium finance applications and marketing and sales support they do not have. If you would like more information about the fee we receive, please let us know.

### **Premium Payment/Handling of Funds**

You agree to provide immediately available funds for payment of premiums by the payment dates specified in the insurance policies, invoices or other payment documents. Failure to pay premium on time may prevent coverage from incepting or result in cancellation of coverage by the insurer. We will not be responsible for any consequences that may arise from any delay or failure by you to pay the amount payable by the indicated date.

We will handle any premiums you pay through us and any funds which we receive from insurers or intermediaries for payment or return to you in accordance with the requirements and restrictions of applicable state and federal insurance laws and regulations and state unclaimed property laws. In some cases we may transfer your funds

directly to insurers. In other cases we may be required to transfer your funds to third parties such as wholesale brokers, excess and surplus lines brokers, or managing general agents for carrying out transactions for you.

### **Surplus Lines Placements**

If a surplus lines, non-admitted and/or non-licensed insurer was used to quote your coverage, their premium rates, coverage terms and policy forms are not regulated by your home state. Their premium is subject to a surplus lines premium tax which is in addition to the premium. In the event of insolvency you will not be indemnified by any state guaranty fund for unpaid claims.

### **Claims**

We will inform you of the reporting requirements for claims, including where claims should be reported and the method of reporting to be used, if applicable. Please carefully review any claims-reporting instructions or information we provide. Failure to timely and properly report a claim may jeopardize coverage for the claim. In addition, you should retain copies of all insurance policies and coverage documents as well as claims-reporting instructions after termination of the policies because in some cases you may need to report claims after termination of a policy.

### **Ethical Business Practice**

We do not tolerate unethical behavior either in our own activities or in those with whom we seek to do business. We will comply with all applicable laws, regulations, and rules.

### **Sanctions**

The sanctions profile of different business(es) may differ on the basis of a number of complex factors. Whether a sanctions program applies to you depends on a number of factors, including your ownership structure, control, location, and the nationality of your employees. In certain circumstances, the United States and other countries prohibit or restrict companies from conducting business in certain jurisdictions (e.g. Cuba), and can sanction companies who conduct such business. We cannot advise on the applicability of sanctions programs either to you or to insurers nor can we guarantee or otherwise warrant the position of any insurer under existing or future sanctions programs. You should take legal advice as you deem appropriate in this regard.

We will comply with all applicable sanctions programs and you are advised that, where obliged by law, we may have to take certain actions, including freezing of funds held on behalf of parties and individuals as required by sanctions programs.

### **Intellectual Property**

Willis Towers Watson shall own and retain all right, title, and interest in and to the following (collectively, "Willis Towers Watson Property"): (i) all software, hardware, technology, documentation, and information provided by Willis Towers Watson in connection with the Claim and Risk Control Services; (ii) all ideas, know-how, methodology, models and techniques that may be developed, conceived, or invented by Willis Towers Watson during its performance under this Agreement; and (iii) all worldwide patent, copyright, trade secret, trademark and other intellectual property rights in and to the property described in clauses (i) and (ii) above. Accordingly, all rights in the Willis Towers Watson Property are hereby expressly reserved.

### **Electronic Communication**

We agree that we may communicate with each other from time to time by electronic mail, sometimes attaching further electronic data as and when the circumstances require attachments. By consenting to this method of communication you and we accept the inherent risks (including the security risks of interception of or unauthorized access to such communications, the risks of corruption of such communications and the risks of viruses or other harmful devices). We each agree, however, that we will employ reasonable virus checking procedures on our computer systems, and we will each be responsible for checking all electronic communications received for viruses. You will also be responsible for checking that messages received are complete. In the event of a dispute neither of us will challenge the legal evidentiary standing of an electronic document, and the Willis Towers Watson system shall be deemed the definitive record of electronic communications and documentation.

Please note that our system blocks certain file extensions for security reasons, including, but not necessarily limited to, .rar, .text, .vbs, .mpeg, .mp3, .cmd, .cpl, .wav, .exe, .bat, .scr, .mpq, .avi, .com, .pif, .wma, .mpa, .mpg, .jpeg. Emails with such files attached will not get through to us; and no message will be sent to tell you they have been blocked. If you intend to send us emails with attachments, please verify with us in advance that our system will accept the proposed form of attachment.

### **Other Agreements**

To the extent there is a conflict between these terms and conditions and a separately negotiated and signed agreement between you and Willis Towers Watson, the relevant portions of the signed agreement will control.

### **Severability**

The provisions of this agreement shall be severable and, in the event any provision or portion of any provision shall be construed by any court of competent jurisdiction to be invalid, the same shall not invalidate any other provision of this agreement or the remainder of the enforceable portion of the provision.

**Termination**

In the event of termination, we will be entitled to receive and retain any commissions payable under the terms of our commission agreements with the insurers in relation to policies placed by us, whether or not the commissions have been received by us.

Our obligation to render services under the agreement ceases on the effective date of termination of the agreement. Nevertheless, we will process all remaining deposit premium installments on policies in effect at the time of termination. Claims and premium or other adjustments may arise after our relationship ends. Such items are normally handled by the insurance broker serving you at the time the claim or adjustment arises. However, it may be mutually agreed that we will provide services in these areas after the termination of our relationship for mutually agreed additional compensation. The obligations set forth under "Confidentiality" above shall survive any termination of the agreement.

**Choice of Law**

Our agreement for services shall be governed by and construed in accordance with the laws of the state in which our office is located.

**Inquiries and Complaints**

Your satisfaction is important to us. If you have questions or complaints, please inform the person who handles your account or contact the head of our office. Alternatively, you may call 1-866-704-5115, the toll free number we have set up exclusively for client feedback and complaints.

# NEVADA PUBLIC AGENCY INSURANCE POOL

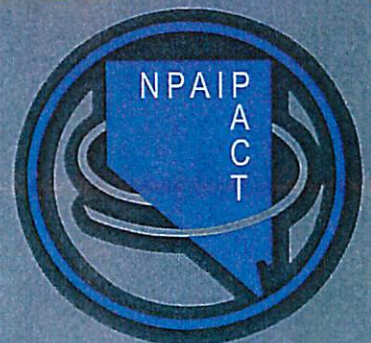
## COVERAGE FORM

### **POOL/PACT offices located at:**

201 S. Roop St., Suite 102  
Carson City, NV 89701  
(775) 885-7475  
(877) 883-7665 toll free  
[www.poolpact.com](http://www.poolpact.com)

### **Claims Service Provider:**

Alternative Service Concepts, LLC  
639 Isbell Road #390  
Reno, Nevada 89509  
(775) 329-1181  
(800) 291-6826  
[www.ascriskmanagement.com](http://www.ascriskmanagement.com)



## NEVADA PUBLIC AGENCY INSURANCE POOL (POOL)

### LIABILITY DECLARATIONS

FORM NUMBER	COVERAGE PERIOD	NAMED ASSURED	MAINTENANCE DEDUCTIBLE
NPAIP 201516	07/01/2015 – 07/01/2016 Standard Time	Per Attachment A	Per Attachment B

#### SECTION VI. LIABILITY LIMITS

Coverage	Limit per Named Assured	Annual Aggregate Limit per Named Assured
Per Event	\$10,000,000	\$10,000,000
<i>All Sublimits are a part of and not in addition to the Limits of Liability.</i> <i>Liability Sublimits:</i> Criminal Defense Fees and Costs (Section VI, part C, item 4) \$50,000 Defense for Regulatory Agency Actions (Section VI, part C, item 16) \$50,000 Weed Spray Property Damage (Section IV, item 3.(B) (2) (ix)) \$250,000 Emergency Response to Pollution (Section IV, item 3.(B) (2) (v)) \$1,000,000 <b>Sexual Abuse</b> (Section VI, part C, item 19) \$2,500,000 2,500,000		
<i>Retroactive Date</i>		<i>Per Attachments C &amp; D</i>

*This Declarations Page, together with the Nevada Public Agency Insurance Pool (hereinafter referred to as POOL) Coverage Form, edition date July 1, 2015, outlines the coverage provided by POOL. In accepting coverage, the Named Assured agrees to pay an annual contribution, as determined by POOL.*

Countersigned:



Authorized Representative

Date: July 1, 2015

**NEVADA PUBLIC AGENCY INSURANCE POOL (POOL)**  
**PROPERTY DECLARATIONS**

FORM NUMBER	COVERAGE PERIOD	NAMED ASSURED	MAINTENANCE DEDUCTIBLE
NPAIP 201516	07/01/2015 – 07/01/2016 Standard Time	Per Attachment A	Per Attachment B

**SECTION V. PROPERTY LIMITS**

Coverage	Limit per Loss	
Blanket Property	300,000,000	Per Schedule of Locations
<b>The following sublimits apply to Section V. C. Extensions of Property Coverage:</b> Accounts Receivable \$5,000,000 per loss Arson Reward 10% up to \$25,000 per loss Earthquake \$150,000,000 aggregate Flood \$150,000,000 aggregate \$10,000,000 aggregate, Flood Zone A  Equipment Breakdown \$60,000,000 Loss of Income & Extra Expense included Hazardous Substance Coverage \$250,000 per loss Spoilage Coverage \$250,000 per loss Data Restoration \$100,000 per loss Expediting Expenses \$25,000 per loss Unintentional Errors and Omissions \$5,000,000 per loss Money and Securities \$500,000 per loss Transmission Facilities \$100,000 per loss Vehicle Replacement Per Attachment E, if applicable		

*This Declarations Page, together with the Nevada Public Agency Insurance Pool (hereinafter referred to as POOL) Coverage Form, edition date July 1, 2015, outlines the coverage provided by POOL. In accepting coverage, the Named Assured agrees to pay an annual Contribution, as determined by POOL.*

Countersigned:



Authorized Representative

Date: July 1, 2015

**NEVADA PUBLIC AGENCY INSURANCE POOL (POOL)**

**CYBER SECURITY EVENT DECLARATIONS**

FORM NUMBER	COVERAGE PERIOD	NAMED ASSURED	MAINTENANCE DEDUCTIBLE
NPAIP 201516	07/01/2015 – 07/01/2016 Standard Time	Per Attachment A	none

**SECTION VII.**

**CYBER SECURITY EVENT AND PRIVACY RESPONSE EXPENSE COVERAGE LIMITS:**

Coverage	Limit per Named Assured	Annual Aggregate Limit per Named Assured
Per <b>CYBER SECURITY EVENT</b>	\$2,000,000	\$2,000,000
<i>The Sublimit is a part of and not in addition to the Limits of Liability:</i>		
Privacy Response Expense Coverage	\$500,000	
<i>Retroactive Date</i>		<i>July 1, 2013</i>

*This Declarations Page, together with the Nevada Public Agency Insurance Pool (hereinafter referred to as POOL) Coverage Form, edition date July 1, 2015, outlines the coverage provided by POOL. In accepting coverage, the Named Assured agrees to pay an annual contribution, as determined by POOL.*

Countersigned:



Authorized Representative

Date: July 1, 2015

## NEVADA PUBLIC AGENCY INSURANCE POOL (POOL) COVERAGE FORM

All terms or phrases in bold print or quotation marks in the body of the Coverage Form are defined terms.

**Section I. Named Assured:** The **Named Assured** means each member listed on Attachment A of this coverage form and all Boards, Departments, Divisions, Commissions, and Authorities under the supervision or control of the **Named Assured** whether now or hereafter constituted.

It is agreed that the unqualified word **Assured** wherever used within this coverage includes not only the **Named Assured** but also:

1.
  - (a) any official, trustee, director, officer, volunteer or employee of the **Named Assured** while acting within the course and scope of their duties as such, and
  - (b) any person, organization, trustee or estate to whom the **Named Assured** is obligated by virtue of written contract or agreement to provide insurance or coverage such as is offered by this coverage, but only with respect to operations by or on behalf of the **Named Assured**; such coverage does not apply to any Event that takes place prior to the execution of such contract or agreement,
2. as respects Section VI. Liability Coverage and subject to the Definitions and Conditions therein, any person or organization specified in a written contract or agreement to be named an additional assured and who leases equipment to the **Named Assured** or whose land or premises is used by the **Named Assured**, but only with respect to liability for the use of the leased equipment, land or premises by the **Named Assured**, and not to exceed the limits of liability required in the written contract or agreement nor in any case to exceed \$2,000,000 per Event, such sublimit applying as part of and not in addition to the Section VI Limits of Liability available to the **Named Assured**; such coverage does not apply:
  - (a) to any Event which takes place after the equipment lease expires or use of the land or premises ceases;
  - (b) to any **Wrongful Act or Law Enforcement Activities**;
  - (c) to any Event arising out of the sole negligence of such person or organization;
  - (d) to structural alterations or new construction performed by or on behalf of such person or organization;
3. any person while using an owned automobile or a hired automobile, and any person or organization legally responsible for the use thereof, provided the actual use of the automobile is by the **Named Assured** or with its permission, and any **Assured** with respect to the use of non-owned automobiles in the business of the **Named Assured**. This Coverage with respect to any person or organization other than the **Named Assured** does not apply:
  - (a) to any person or organization, or to any agent or employee thereof, operating an automobile sales agency, repair shop, service station, storage garage or public parking place, with respect to any accident arising out of the operation thereof;
  - (b) to any employee with respect to injury to or sickness, disease or death of another employee of the same employer injured in the course of such employment in an accident arising out of the maintenance or use of the automobile in the business of such employer;
  - (c) with respect to any hired automobile, to the owner or a lessor thereof, other than the **Named Assured**, nor to any agent or employee of such owner or lessor;
4. the interest of the **Named Assured** in any joint venture or interlocal cooperation agreement to which the **Named Assured** is a party and any activities under the supervision or control of the **Named Assured** whether now or hereafter constituted, provided no separate independent legal entity is formed and subject to the Other Insurance or Coverage provisions contained herein.

## **Section II. Property Limits, Liability Limits and Maintenance Deductible**

### **1. PROPERTY LIMITS**

- A. The Blanket Coverage Limit applies on a group basis to all Covered Property described in the Schedule of Locations.
- B. POOL's maximum Coverage Limit for direct physical loss or damage to Covered Property resulting from any one loss shall not exceed the Blanket Coverage Limit set forth in the Property Declarations, subject to any coverage extensions, sub-limits, exclusions, restrictions or limitations.
- C. All sub-limits apply as part of and not in addition to the Blanket Coverage Limit.

### **2. LIABILITY LIMITS**

- A. The Limit of Liability applies separately to each **Named Assured** listed on Attachment A.
- B. POOL's maximum Limit of Liability for all loss resulting from any one Event shall not exceed the Limit of Liability set forth in the Liability Declarations, regardless of the number of persons, Boards, Departments, Divisions, Commissions, and Authorities under the supervision or control of the **Named Assured**.
- C. The inclusion hereunder of more than one **Assured** shall not operate to increase the Pool's Limit of Liability for the **Named Assured**.
- D. All sub-limits apply as part of and not in addition to the Limit of Liability
- E. All expenses including related medical and legal costs are included when calculating appropriate deductible amounts and limits of liability within this coverage section.

### **3. MAINTENANCE DEDUCTIBLE**

Pool will not be liable for loss or damage in any one loss/**Event** until the amount of loss or damage exceeds the Maintenance Deductible amount shown on the declarations page of this coverage form. If two or more Maintenance Deductibles apply to a single loss/**Event**, then the largest Maintenance Deductible amount will apply. However, this coverage form allows for application of (a) separate and distinct Maintenance Deductibles; and (b) Maintenance Deductibles for specific loss categories; as shown in the Declarations.

## **Section III. General Conditions – All Sections**

- 1. **SALVAGE AND RECOVERY CLAUSE:** All salvages, recoveries and payments recovered or received subsequent to a loss settlement under this coverage shall be applied as if recovered or received prior to the settlement and all necessary adjustments shall be made by the parties hereto.
- 2. **CANCELLATION/NONRENEWAL:** If the **Assured** fails to pay the Contribution by the date specified by the POOL in its written invoice, 30 days written notice of cancellation will be given. This Coverage is otherwise cancelable only at the end of a coverage period. Either of the parties may cancel by giving written notice to the other party, provided notice is issued at least 120 days prior to the end of the current coverage period.

3. **BANKRUPTCY AND INSOLVENCY:** In case of bankruptcy or insolvency of the **Assured** or any entity comprising the **Assured**, POOL shall not be relieved of the payment of any claim to the **Assured** or its liquidator, receiver or statutory successor under this coverage form without diminution because of the insolvency of the **Assured**.
4. **OTHER INSURANCE OR COVERAGE :** If any other coverage, bond or insurance is available that covers a loss covered herein, except for coverage, bond or insurance purchased to apply specifically in excess of this coverage, then this coverage will apply in excess of the other valid and collectable coverage, bond or insurance. When this coverage is excess over other coverage, bond or insurance, POOL will pay only the amount of loss, if any, that exceeds the sum of all deductibles (and self-funded amounts) and the amount all such other coverage, bond or insurance would pay for the loss in the absence of this coverage.
5. **MORTGAGE CLAUSE:** The interest of any creditor, lien holder or mortgagor on property covered hereunder is included as if a separate endorsement were attached hereto to the extent of the amount of the debt, lien or mortgage as of the date of loss subject to the limits of liability set forth in this coverage.
6. **SUBROGATION AND RECOVERIES:** POOL shall be subrogated to all rights which the **Assured** has against any person or other entity in respect to any claim or payment made under this coverage, and the **Assured** shall cooperate with POOL to secure the rights of POOL. In case any reimbursement is obtained or recovery made, the net amount of such reimbursement or recovery, after deducting the actual cost incurred by the **Assured** and/or POOL in obtaining or making the same, shall be applied in the following order: (a) to reduce the amount of loss which exceeds the applicable limit of liability; (b) to reduce POOL loss until POOL is fully reimbursed; (c) to reduce the **Assured's** loss because of the application of the deductible.
7. **WAIVER OF SUBROGATION:** This coverage shall not be invalidated if the **Assured** by written agreement has waived or shall waive its right of recovery from any party for loss or damage covered hereunder; provided that any such waiver is made prior to the occurrence of said loss or damage.
8. **ASSIGNMENT/TRANSFER OF RIGHTS AND DUTIES:** The **Assured's** rights, interests, benefits and/or duties (both pre-loss and post loss) under this Coverage Form may not be transferred or assigned without POOL's prior written consent.
9. **CHANGES:** By acceptance of this coverage, the **Assured** agrees that it embodies all agreements existing between the **Assured** and POOL relating to this coverage. None of the provisions, conditions or other terms of this coverage shall be waived or altered except by written endorsement; nor shall notice to any agent or knowledge possessed by any agent or other person be held to effect a waiver or change in any part of this coverage.
10. **CONCEALMENT, MISREPRESENTATION OR FRAUD:** POOL will not pay for any loss or damage in any case of intentional concealment or misrepresentation or fraud committed by the **Assured** at any time and relating to a claim under this coverage.

#### Section IV. General Exclusions – All Sections

1. **WAR AND TERRORISM EXCLUSION:** Coverage does not apply herein for loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

(A) war, invasion, acts of foreign enemies, hostilities or warlike operations, (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or

(B) any act of terrorism.

For the purpose of this exclusion an act of terrorism means an act, including but not limited to an act by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s), government(s), power(s), authority(ies) or military force(s),

(i) that:

- a. involves the use of force or violence and/or the threat thereof against human life or property;
- b. is dangerous to human life or property; or
- c. interferes with or disrupts an electronic or communication system; and

(ii) the purpose or effect of which is to

- a. intimidate, coerce or harm a government or the civilian population of a country, state or community;
- b. disrupt the economy of a country, state or community; or
- c. influence or affect the policy or conduct of the government of a country, state or community.

An act of terrorism includes but is not limited to an "act of terrorism" as defined by the Terrorism Risk Insurance Act of 2002, as amended, ("TRIA") or any law enacted to reauthorize or succeed TRIA.

Coverage does not apply to loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (A.) and/or (B.) above.

2. **NUCLEAR INCIDENT EXCLUSION:**

**DEFINITIONS** - As used in this exclusion, "hazardous properties" include 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 (1) containing by-product material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility; "nuclear facility" means (a) any nuclear reactor, (b) any equipment or device designed or used for separating the isotopes of uranium or plutonium, processing or utilizing spent fuel, or handling, processing or packaging waste, (c) any equipment or device used for the processing, fabrication or alloying of special nuclear material if at any time the total amount of such material in the custody of the **Assured** 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, or (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- This coverage does not apply to any loss or damage arising directly or indirectly from nuclear reaction, nuclear radiation or radioactive contamination however caused. But if Fire is covered and a Fire arises directly or indirectly from nuclear reaction, nuclear radiation or radioactive contamination any loss or damage arising directly from that Fire shall (subject to the provisions of this coverage form) be covered.

**LIABILITY**- This coverage does not apply under any Liability Coverage, to injury, sickness, disease, death or destruction:

- (A) with respect to which an **Assured** under the coverage is also an **Assured** under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an **Assured** under any such policy but for its termination upon exhaustion of its limit of liability; or
- (B) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the **Assured** is, or had this coverage 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; or
- (C) resulting from the 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 **Assured** 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 **Assured**; or
  - (3) the injury, sickness, disease, death or destruction arises out of the furnishing by an **Assured** 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- 2 (C) (3) - applies only to injury to or destruction of property at such nuclear facility.

With respect to injury to or destruction of property, the words "injury" or "destruction" include all forms of radioactive contamination of property.

3. **POLLUTION HAZARD** - It is agreed that this coverage does not apply to:

- A) any loss or damages which would not have occurred in whole or in part but for the actual, alleged or threatened existence, discharge, dispersal, seepage, migration, release or escape of pollutants, irritants or hazardous substances at any time; "Pollutant" means any solid, liquid, gaseous or thermal irritant, corrosive or contaminant, including but not limited to smoke, vapors, soot, fumes, acids or alkalis, chemicals, metals and waste. Waste also includes materials to be recycled, reconditioned or reclaimed.
- B) any loss, cost or expense arising out of any:
  - (1) request, demand or order that any **Assured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any other way respond to, or assess the effects of pollutants; or
  - (2) claim or suit by or on behalf of a governmental authority or others 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.

However, coverage does apply to any loss or damage arising out of:

- i) Heat, smoke or fumes from a hostile fire;
- ii) Backup or overflow of any sewer;
- iii) Use of teargas, mace, or similar substance by any public safety officer within the scope of employment for the **Named Assured**;
- iv) Collision, upset or overturn of any vehicle;
- v) Loss or damage caused by an employee or official of the **Named Assured** (but only while acting within the scope of duty and on behalf of the **Named Assured**) and where property or persons are in danger because of sudden and unexpected discharge, dispersal, release or escape of any pollutant.

The onset of the discharge, dispersal, release or escape of pollutants must have occurred no more than 72 hours prior to any **Assured's** arrival at the site or location of the **Event**. POOL's Limit of Liability for all such loss will not exceed \$1,000,000 for any one **Event** or in the aggregate annually. This limit is part of Section VI limits and not in addition to any other limit provided by this coverage.

- vi) Water intended for sale or use by an **Assured**, provided the damages arise out of pollution that was accidental, demonstrated as having commenced during the term of the coverage form, became known to the **Assured** within 120 hours, was reported by the **Named Assured** within 14 calendar days from the start of the **Event**, and efforts to terminate the **Event** were expended as soon as reasonably possible;
- vii) Use of chemicals approved by the U.S. Environmental Protection Agency to disinfect or purify a swimming pool owned or operated by the **Assured**;
- viii) Cost of cleanup at the premises of the **Assured** made necessary as a result of covered loss or damage to Covered Property.
- ix) Weed spraying operations by or on behalf of any **Assured**; coverage is extended only for **Property Damage** liability; damage must manifest itself and be reported to POOL within 180 days of the spraying; POOL's Limit of Liability for all such loss will not exceed \$250,000 for any one **Event** or in the aggregate annually. This limit is part of Section VI limits and not in addition to any other limit provided by this coverage.

- 4. **LEAD:** This coverage does not apply to: any loss or damages arising out of lead or the hazardous properties of lead; any loss or damages for remedial investigations or feasibility studies or the costs of testing, monitoring, abatement, mitigation, cleaning, removal or disposal of lead or any item(s) containing lead; any loss or damages arising out of any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with the above; or any obligation to share damages with or repay someone else who must pay damages in connection with the above.
- 5. **SILICA DUST OR ASBESTOS:** This coverage does not apply to any loss or damages arising out of Asbestosis, Silicosis, Mesothelioma, Emphysema, Pneumoconiosis, Pulmonary Fibrosis, Pleuritis, Endothelioma or any lung disease or any ailment caused by or aggravated by asbestos in any form or by silica dust; any loss or damages arising out of the existence of asbestos in any form or of silica dust, including the costs of investigations or feasibility studies, or to the costs of testing, monitoring, abatement, mitigation, cleaning, removal or disposal of any property or substance; any loss or damages arising out of any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with the above; or any obligation to share damages with or repay someone else who must pay damages in connection with the above.
- 6. **MOLD/FUNGUS:** This coverage does not apply to any loss, cost or expense directly or indirectly arising out of, resulting from or in any manner related to Fungal Pathogens whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss. "Fungal Pathogens" as utilized herein shall mean any fungus or mycota or any byproduct or type of infestation produced by such fungus or mycota, including but not limited to mold, mildew, mycotoxins, spores or any biogenic aerosols.

## **Section V. PROPERTY COVERAGE**

### **A. Property Coverage Agreement**

POOL agrees subject to the limits, exclusions, conditions and other terms of this Coverage Form to pay on behalf of the **Assured** for direct physical loss or damage to Covered Property except as excluded or limited in this Coverage Form.

### **B. Covered Property**

This Property Coverage Section covers property, unless excluded, as described in the Schedule of Locations, where ever located, agreed to and kept on file by POOL or its designees that the **Assured**:

- (i) Owns;
- (ii) Operates;
- (iii) Controls; or
- (iv) Contractually agrees to cover for physical loss or damage, to the extent of such contractual obligation.

Covered Property shall also include:

1. New construction, including property while in the course of construction;
2. Additions under construction;
3. Alterations and repairs to any building or structure;
4. Improvements and Betterments in which the **Assured** has a legal interest;
5. Materials, equipment and supplies for new construction, additions, buildings or structures;
6. Temporary structures;
7. **Electronic Data Processing Equipment** as defined in this coverage form;
8. Machinery, equipment, and fixtures that are permanently attached to the building;
9. **Automobiles** and mobile equipment as per schedule agreed to and kept on file by POOL or its designees;
10. Covered Property in transit;
11. Personal property of officers and employees of the **Named Assured**, while at a described location;
12. The **Assured's** interest in and legal liability for property of others, while at a described location; and
13. **Valuable Papers and Records** as defined in this coverage form.

### **C. Coverage Extensions**

This Property Coverage Section includes the following Coverage Extensions for direct physical loss or damage. These Coverage Extensions:

- i. are subject to the applicable limit of liability;
- ii. will not increase the POOL limit of liability; and
- iii. are subject to POOL coverage provisions, including applicable exclusions, definitions and deductibles, all as shown in this section and elsewhere in the POOL Coverage Form.

#### **1. Accounts Receivable**

This coverage form is extended to cover all amounts due the **Named Assured** from customers, which the **Named Assured** is unable to collect, as a result of direct physical loss or damage to accounts receivable records.

Coverage includes:

- a. Interest charges on any loan to offset impaired collections pending repayment of sums that can not be collected.
- b. Collection expenses in excess of normal collection costs.
- c. Other reasonable expenses incurred by the **Named Assured** in recreating records of accounts receivable.

However, there shall be no coverage under this extension for bookkeeping, accounting, or billing error or omission; or alteration, falsification, manipulation, concealment, destruction or disposal of accounts or records of accounts receivable committed to conceal the wrongful giving, taking, obtaining or withholding of money, **securities** or other property.

#### **2. Arson Reward**

This coverage form is extended to cover payment of any reward offered on the **Named Assured's** behalf for information that leads to conviction of the perpetrator(s) of arson or vandalism to Covered Property that sustains direct physical loss or damage covered by this agreement.

POOL's total liability for any one award is ten percent (10%) of the physical loss or damage to Covered Property up to the sub-limit of liability shown in the declarations.

POOL's payment of this reward will not increase regardless of the number of informants providing information that leads to a conviction.

#### **3. Debris Removal:**

POOL shall pay for the reasonable and necessary expense incurred to remove debris from a described location that remains as a result of direct physical loss or damage for which there is coverage under this Property Coverage Section.

#### **4. Earthquake and Flood:**

**Earthquake** and **Flood** are covered perils, as defined in this coverage form.

## 5. Equipment Breakdown

- A. Under Section V. F. Perils Excluded, items 4, 5 and 6 are deleted in their entirety with respect to Covered Property. However, there shall be no coverage under this extension for any of the following:
1. Insulating or refractory material; footing, foundation, mounting pad or settings, or piling.
  2. Vessel or vessel part not under pressure of its contents or under vacuum.
  3. Sewer piping, fire protection piping, or water piping; except piping solely supplying boiler feed water or boiler condensate.
  4. **Automobiles**, dragline, excavation or construction equipment.
  5. Products manufactured by the **Named Assured** unless permanently installed.
  6. Pressure vessels and piping that are buried below ground and require the excavation of materials to inspect, remove, repair or replace.
  7. Malfunction including but not limited to adjustment, alignment, calibration, cleaning or modification.
  8. Leakage at any valve, fitting, shaft seal, gland packing, joint or connection.
  9. The functioning of any safety or protective device
  10. The cracking of any part on an internal combustion gas turbine exposed to the products of combustion.
  11. Any loss or damage to any boiler, fired vessel, electric steam generator, or electrical or electronic equipment while undergoing a test which subjects such equipment to greater than maximum allowable operating conditions as identified by the manufacturer of such equipment.
- B. Under Section V. F. Perils Excluded, items 5 and 14 are deleted in their entirety with respect to **Electronic Data Processing Equipment, Media and Electronic Data**.
- C. This Coverage Extension is subject to the following limitations of coverage:
1. **Loss of Income and Extra Expense**  
Coverage is extended to pay for actual **Loss of Income** and **Extra Expense** as defined in this coverage form sustained due to a loss covered by this coverage extension.
  2. **Hazardous Substance Coverage:**  
Coverage is extended to clean, repair, replace, or dispose of Covered Property that is damaged, contaminated or polluted by a substance declared to be hazardous by a governmental agency as a result of direct physical loss or damage covered by this extension of coverage. The coverage provided by this extension of coverage does not include loss to perishable goods due to contamination from the release of a refrigerant, including but not limited to ammonia.
  3. **Spoilage Coverage:**  
Coverage is provided for covered perishable goods due to spoilage resulting from direct physical loss or damage covered by this coverage extension, including damage to perishable goods due to contamination from the release of refrigerant, including but not limited to ammonia. Perishable goods are defined as Covered Property that is subject to deterioration or impairment as a result of a change of conditions, including but not limited to temperature, humidity or pressure.
  4. **Data Restoration**  
Coverage is extended to pay for the **Named Assured's** reasonable and necessary cost to research, replace or restore lost **Electronic Data** and any **Media** upon which it is stored. However, there shall be no coverage for a loss to media or data that results from any error in machine programming or machine instructions.

## **6. Expediting Expenses:**

POOL shall pay for reasonable and necessary extra costs to expedite:

- a. Temporary repairs to; and
- b. Permanent repairs to or replacement of;

Covered Property sustaining direct physical loss or damage covered by this Coverage Section.

Expediting Expenses do not include:

- 1) Expenses payable elsewhere in the Property Coverage Section.
- 2) The cost of permanent repair or replacement.

## **7. Unintentional Errors and Omissions:**

The property covered herein is based on the schedule of locations and values submitted by the **Named Assured** prior to the inception of this coverage. However, if any property and/or location is omitted or undervalued because of unintentional errors or omissions of the **Named Assured**, POOL will accept that property and/or location as being covered subject to a maximum of \$5,000,000 each loss, provided the property and/or location is the same in form and substance as other real and personal property which are scheduled.

The **Named Assured** agrees to report such errors or omissions as soon as reasonably possible after discovery of such, and to schedule the proper locations and values then and thereafter.

## **8. Money and Securities**

**Money and securities** of the **Named Assured** only are Covered Property with respect to this coverage extension.

Under Section V. F., Perils Excluded, item 2 is deleted in its entirety but only for this coverage extension. This coverage extension shall apply to direct physical loss or damage resulting from:

- a. Dishonest or fraudulent acts including theft and forgery committed by an official, trustee, director, officer, volunteer or employee of the **Named Assured** acting alone or in collusion with others while in the **Named Assured's** service and who the **Named Assured** compensates directly with salary, wages or commissions; or who are furnished to the **Named Assured** by an employment agency or service and under the **Named Assured's** direct control while performing such services in substituting for a permanent employee on leave, or meeting seasonal or short-term workload conditions.

For purposes of this extension, direct physical loss or damage means loss or damage to tangible property, and does not include consequential, detrimental economic impact or a diminution of value to covered property. Tangible property means property that has physical form and characteristics.

- b. The actual destruction or disappearance of such property.
- c. A peril covered by this Property Coverage Section.

The following are added to Section V. F., Perils Excluded, but only for this coverage extension:

16. Misappropriation, conversion, infidelity, dishonest or fraudulent acts committed by any:

- a. Agent, broker, consignee, independent contractor, subcontractor or similar representatives;

- b. Employee of the **Named Assured** who has previously committed dishonest or fraudulent acts resulting in direct physical loss or damage to **money** and **securities**; or
- c. Person (excluding employees) to whom the property may be entrusted; Whether committed alone or in collusion with others at any time, on the part of the **Named Assured** or any additional interest.

17. The **Named Assured's** inability to realize income that would have been earned had there been no loss of **money** or **securities**; Loss or damage when the only proof of such loss or damage is an inventory computation, or a profit and loss computation.

18. Loss or damage to **money** or **securities** while in transit or at an unnamed location except for:

- a) Robbery while such property is in the care and custody of an employee of the **Named Assured**, or
- b) Actual destruction or disappearance while at a banking institution or similar safe depository.

19. Accounting or arithmetical errors or omissions.

#### **9. Protection and Preservation of Property:**

POOL shall pay for the reasonable and necessary costs incurred to temporarily protect or preserve Covered Property at a described location in order to avoid or prevent immediately impending physical loss or damage from a peril covered by this Property Coverage Section.

#### **10. Ordinance or Law:**

If at the time of direct physical loss or damage covered by this coverage form, there is in force any law or ordinance regulating the demolition, construction, repair, replacement or use of buildings or structures, POOL shall pay for increased claim costs that are the result of enforcement of such law or ordinance as a direct result of such loss or damage, including:

- a.) the cost to demolish any physically undamaged portion of the buildings or structures
- b.) the cost incurred to actually rebuild the physically damaged and the demolished portions of such buildings or structures with materials and in a manner to comply with the law or ordinance.

#### **11. Loss of Income and Extra Expense:**

POOL shall pay for actual **Loss of Income** and **Extra Expense** sustained by the **Named Assured** due to the necessary suspension of the **Named Assured's** operations during the **Period of Restoration** as defined in this coverage form. The suspension must be caused by direct physical loss of or damage to Covered Property at premises that are described in the Schedule of Locations agreed to and kept on file by POOL or its designees, such loss being caused by a covered peril.

Coverage shall also be provided for actual **Loss of Income** sustained and **Extra Expense** caused when access to the described location is prohibited by order of civil authority. This order must be given as a direct result of physical loss or damage from a peril of the type covered by this Property Coverage Section. POOL will be liable for the actual amount of loss sustained at such location for a period of up to 30 consecutive days from the date of this action.

In order to determine any **Loss of Income** and/or **Extra Expense** loss payable, POOL shall give consideration to the experience of the **Named Assured** before and the probable experience after the **Period of Restoration** and continuation of only those normal charges and expenses that would have existed had no interruption of or suspension of business operations or services occurred.

POOL will not be liable for any loss payable under this coverage extension to the extent that it can be reduced by the **Named Assured** through use of any suitable property or service owned or controlled by the **Named Assured**, or obtainable from other sources.

Any salvage value of such property remaining at the end of the period of interruption for property obtained above will be taken into consideration in the adjustment of any loss.

For purposes of determining the loss payable under this Coverage Extension, **Loss of Income** and **Extra Expense** will not include:

- a. Any loss during any period in which goods would not have been produced.
- b. Any loss during any period in which business operations or services would not have been maintained.
- c. Any increase in loss due to the suspension, cancellation, or lapse of any lease, contract, license, or order.
- d. Any loss due to:
  - 1.) Fines or damages for breach of contract.
  - 2.) Late or non-compliance of orders or penalties of any nature whatsoever.
  - 3.) Any other consequential or remote loss.
- e. Any loss resulting from physical loss or damage to property in transit.

#### **12. Transmission Facilities:**

This coverage form is extended to cover direct physical loss or damage covered by this Property Coverage Section to electrical and telecommunication equipment; and electrical, telecommunication, fuel, water, steam, and, refrigeration transmission lines; all situated on or within 1000 feet of the described location.

Coverage is excluded for loss resulting from:

- a) The lack of incoming services described above; or
- b) Physical loss or damage to transmission facilities providing these services; that occurs beyond 1000 feet of the described location.

#### **D. Property Definitions**

**Actual Cash Value** is the replacement value of the property, at the time and place of the loss or damage, less proper deduction for depreciation.

**Automobile** means any land motor vehicle or trailer/semi-trailer) or mobile equipment owned by the **Named Assured** or for which the **Assured** has an obligation to provide coverage.

**Earthquake** shall mean earthquake, volcanic eruption, subterranean fire, landslide, subsidence, earth sinking, rising, shifting or any such convulsion of nature. If more than one earthquake shock shall occur within one hundred sixty eight (168) hours during the term of this coverage, such shocks shall be deemed to be a single earthquake.

**Electronic Data Processing Data** is defined as all information stored on media devices, including facts, concepts, or computer programs converted to a form usable in a data processing operation.

**Electronic Data Processing Equipment** is defined as data processing systems, component parts and related peripheral equipment including air conditioning and fire protection equipment used solely for data processing operations. Electronic data processing equipment does not include electronic systems that control production machinery or the production machinery itself or any memory bank attached to the production machinery. Electronic data processing equipment does not mean property in the course of manufacture or property you hold for sale or demonstration.

**Electronic Data Processing Media** is defined as all materials on which data is recorded including magnetic tapes, disc packs, paper tapes, and cards used in data processing equipment. **Electronic Data Processing Media** does not include any memory bank attached to production machinery or any property you hold for sale or demonstration.

**Extra Expense** means necessary expenses incurred by the **Named Assured** during the Period of Restoration that would not have incurred been if there had been no direct physical loss or damage to property caused by or resulting from a covered loss.

**Flood** shall mean surface waters, tide and tidal water, the rising, overflowing or breaking of boundaries of natural or man-made bodies of water or spray, whether wind driven or not, from any of the foregoing or by water which backs up through sewers or drains; or mudslide.

**Loss of Income** means the Net Income (net profit or loss before income taxes) that would have been earned or incurred and continuing normal operating expenses incurred, including payroll.

**Money** means currency, coin, bank notes and bullion.

**Period of Restoration** is defined as the period from the time of direct physical damage covered by this Property Coverage Section to the time when, with due diligence and dispatch, physically damaged property could be repaired or replaced and made ready for operations under the same or equivalent physical and operating conditions that existed prior to such damage.

**Securities** mean negotiable and non negotiable instruments or contracts representing money.

**Valuable Papers and Records** are inscribed, printed or written: documents; manuscripts or records including abstracts; and, books, deeds, drawings, films, maps, or mortgages. Valuable Papers are not: money, securities and stamps; converted data programs or instructions used in the **Named Assured's** data processing operations; or, materials on which data is recorded.

#### **E. Property Excluded**

There shall be no coverage for loss or damage to the following property unless coverage is specifically included in Section V. C. Coverage Extensions, or elsewhere in this Property Coverage Section:

1. Land, water, or any substance in or on land, pavement and roadways, trees, shrubs, plants and lawns, growing crops or standing timber, and animals.
2. Underground mines and mining property located below the surface of the ground.
3. Bridges and tunnels used for vehicular traffic, reservoirs, canals and dams.
4. Docks, piers, and wharves which are not a structural part of the building.
5. Furs and fur garments, jewels, jewelry, watches, pearls, precious and semi-precious stones, gold, silver, platinum and other precious metals and alloys for loss caused by theft.
6. Currency, **money**, notes, **securities**, accounts, bills, tickets, tokens, evidences of debt, **Electronic Data Processing Media and Data**.
7. Satellites, property undergoing insulation tests, aircraft, and watercraft over fifty (50) feet in length.
8. Personal property in the custody of the **Assured** acting as a warehouseman, bailee for hire, or carrier for hire.

#### **F. Perils Excluded**

There shall be no coverage for loss or damage caused by any of the following perils, unless coverage is specifically included in Section V. C. Coverage Extensions, or elsewhere in this Property Coverage Section; however, if loss or damage not excluded results, then that resulting loss or damage is covered.

1. Loss of market; loss of use; damage or deterioration arising from any delay, whether such delay is caused by a covered peril or otherwise; loss caused by any legal proceeding.
2. Misappropriation, conversion, infidelity or any dishonest act; whether committed alone or in collusion with others at any time, on the part of the **Assured** or any additional interest, employees, directors, officers, or agents of the **Assured**, or any person to whom the property may be entrusted (bailees for hire excepted). A willful act of destruction committed by employees of the **Assured**, without the knowledge of the **Assured**, resulting in physical damage, is covered.
3. Unexplained loss, mysterious disappearance, or loss or shortage disclosed on taking inventory; except that this exclusion will not apply to property while in the custody of any bailee. There will be no coverage for the voluntary parting with title or possession of property if induced by any fraudulent act or by false pretence.
4. Explosion, rupture, bursting, cracking, burning or bulging of steam boilers, steam turbines, gas turbines and steam engines; rupture, bursting, cracking, burning or, bulging of: pressure vessels, or piping or apparatus; attached to any steam boilers, steam turbines, gas turbines and steam engines; while all such property is owned, operated or controlled by the **Assured** or under the **Assured's** obligation to cover. This coverage form will cover physical loss or damage resulting from: the explosion of accumulated combustible gases or unconsumed fuel within the furnace of a boiler or pressure vessel, other than combustion gas turbines; or within the flues or passages which conduct the gases of combustion therefrom. Loss by fire ensuing from any of the above is covered by this Property Coverage Section.
5. Centrifugal force on rotating or moving parts of machinery; electrical, mechanical, or structural breakdown of machinery or equipment, including moving or stationary parts within or forming an integral part of such machinery or equipment.
6. The lack of power or other incoming service supplied from off the described location, however caused. If physical loss or damage covered herein results to Covered Property at a location described in the Schedule of Locations, the resulting damage is covered.

7. **Earthquake** as defined in this Property Coverage Section.
8. **Flood** as defined in this Property Coverage Section.
9. Wear and tear, gradual deterioration, inherent vice, latent defect, vermin or insects.
10. Defects in materials, faulty workmanship, faulty construction or faulty design.
11. Dampness or dryness of atmosphere; changes of temperature; freezing, except damage to fire protective equipment caused by freezing; heating; shrinkage; evaporation; depletion; erosion; loss of weight; change in color, flavor, texture or finish; rust; corrosion.
12. Settling, cracking, shrinkage, bulging, or expansion of foundations, walls, floors, roofs, or ceilings.  
This exclusion will not apply to loss or damage resulting from collapse of a building or structure or of a material part of a building or structure.
13. Exposure to rain, sleet, snow, sand or dust to personal property in the open.
14. Electronic or magnetic injury or disturbance of any kind.
15. Loss arising from errors in machine or systems programming or instructions to machines or systems, unless physical damage not excluded by this coverage results, and then only for direct loss or damage caused by such covered peril.
16. Direct physical loss or damage to tangible Covered Property resulting from seizure or destruction of property by order of governmental authority

**G. Property Conditions**

1. Notice to POOL:  
The **Assured** will:
  - a) give immediate notice to the POOL of any loss involving Covered Property via the POOL's designated claims service organization.
  - b) protect the property from further loss or damage
  - c) promptly separate the damaged and undamaged property; put it in the best possible order; and furnish a complete inventory of the lost, destroyed, damaged and undamaged property showing in detail the quantities, costs, Actual Cash Value, replacement value and amount of loss claimed.
  - d) as often as may be reasonably required, permit the POOL to inspect the property proving the loss or damage and examine the books and records of the **Assured**.
  - e) cooperate as requested by POOL in the POOL's investigation, adjustment, and valuation of any claim for loss or damage to Covered Property.
2. No Benefit to Bailee:  
No person or organization, other than the **Assured**, having custody of **Assured** property will benefit from this coverage.
3. Vacant and Unoccupied Locations:  
Permission is given to cease operations and for locations to be vacant or unoccupied for:
  - a. Sixty (60) consecutive days; or
  - b. More than sixty (60) consecutive days with the written consent of POOL;Provided that the **Assured** maintains the same degree of:

- 1) Fire protection; and
- 2) Watch and alarm service;

As existed prior to the discontinuance of normal operations. POOL shall reduce the loss payable by 15% on any vacant or unoccupied building. Buildings under construction or renovation are not considered vacant.

3. Loss Payment:

POOL has the sole right to adjust, value, evaluate and pay claims for loss or damage to covered property on behalf of the **Assured**.

a. In the event of loss or damage to Covered Property, POOL, at its option, 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.

POOL will determine the value of lost or damaged property, or the cost of repair or replacement, in accordance with the applicable terms of paragraph 4, entitled "Basis of Valuation" or any applicable provision of this Coverage Form which amends or supersedes these valuation conditions.

b. POOL will give notice under paragraph 3.a within a reasonable time after receiving written notice of loss from the **Assured**.

4. Basis of Valuation:

Adjustment of loss amount(s) under this Property Coverage Section will be determined based on the cost of repairing or replacing (whichever is the lesser), at the time of loss, with materials or equipment of like kind and quality without deduction for depreciation, except as provided in this valuation section.

The following property, unless endorsed, will be valued at the time of loss as follows:

- a. On property of others: the amount for which the **Assured** is legally liable, but not exceeding the replacement cost.
- b. Fine Arts are valued at the lesser of:
  - 1.) The cost to repair or restore the article to the condition that existed immediately prior to the loss;
  - 2.) The cost to replace the article; or
  - 3.) The value designated for the article on the schedule of fine arts on file with POOL.In case of physical loss or damage to an article that is part of a pair or a set, POOL will pay the full amount of the value of such pair or set only if the damaged article cannot be repaired or restored to its condition before the loss and the **Assured** surrenders the remaining article or articles of the pair or set to POOL.
- c. Accounts receivable is valued at the sum due which the **Assured** is unable to collect from customers, and includes:
  - 1.) Interest charges on any loan to offset impaired collections pending repayment of such sums that cannot be collected;
  - 2.) Collection expenses in excess of normal collection cost; and
  - 3.) Other reasonable expenses incurred by the **Assured** in recreating records of accounts receivable.

If the **Assured** is unable to accurately determine the amount of outstanding accounts receivable at the time of loss, the following method will be used:

- i. Determine the total average monthly amounts of accounts receivable for the 12 months immediately preceding the month in which loss occurs; and
- ii. Adjust that total for any fluctuations in the month in which loss occurs, or for any demonstrated variance for that month.

- Unearned interest charges and service charges on deferred payment accounts and normal credit losses on bad debts will be deducted. After payment of loss by POOL, all amounts recovered by the **Assured** on accounts receivable for which the **Assured** has been indemnified will belong to and be paid to the POOL by the **Assured** up to the total amount of loss paid by the POOL. All recoveries in excess of such amounts will belong to the **Assured**.
- d. **Automobiles** and mobile equipment are valued at actual cash value at the time of loss or the cost to repair, whichever is less; autos hired under a short-term rental car agreement will be covered for replacement cost.
  - e. **Valuable Papers and Records** is valued at: the cost to replace or restore the property with other of like kind and quality including the cost of researching, gathering and/or assembling information. If the information is not replaced or restored with other of like kind or quality, POOL will pay the blank value of such **Valuable Papers and Records**.
  - f. **Electronic Data Processing Media and Data** is valued at: the cost to replace or restore the property with other of like kind and quality including the cost of researching, gathering and/or assembling information. If the information is not replaced or restored with other of like kind or quality, POOL will pay the blank value of such **electronic data processing media**.
  - g. Property while in transit is valued as follows:
    - 1) For property shipped to or for account of the **Assured**: the actual invoice to the **Assured**, together with such costs and charges (including the commission of the **Assured** as selling agent) as may have accrued and become legally due on such property.
    - 2) For property that has been sold by the **Assured** and shipped to or for account of the purchaser (if covered by this Property Coverage Section): the amount of the **Assured's** selling invoice, including prepaid or advanced freight.
    - 3) For property not under invoice: the actual cash market value at point of destination on the date of disaster, less any charges saved which would have become due and payable upon delivery at destination.
  - h. **Money and Securities** is valued as follows:

**Money** is valued in Canadian currency for locations situated in Canada and in United States of America currency for all other locations, unless specified otherwise. **Money** issued in currencies other than Canadian and United States of America currency will be valued in United States dollar equivalent determined by the last rate of exchange quoted in the Wall Street Journal on the date of loss.

**Securities** are valued at:

    - 1) The cost to replace or restore the security with other of like kind or quality including the cost of issuing duplicate **securities**, if replaced; or
    - 2) The value of each security as of the close of business on the date of loss, if the **securities** cannot be replaced or restored with other of like kind or quality;

Provided the **Assured** must assign all rights, titles, and interest in such **securities** to POOL
  - i. Property in Transit is valued as follows:
    - 1) Property in transit; Actual invoice value, plus costs and charges (including commission as selling agent) which have accrued and are legally due.
    - 2) Property shipped to or for the account of the **Assured**; selling invoice value, including prepaid or advanced freight, for property which has been sold by the **Assured**.
    - 3) Property shipped to or for the account of the purchaser; **Actual Cash Value** at the point of destination on the date of loss or damage, less any charges saved which would have become due and payable upon delivery at destination for property not under invoice.
  - j. The **Assured** may:
    - 1) In the event POOL opts to rebuild, have the property rebuilt at another site, provided that such rebuilding does not increase the amount of loss or damage which would otherwise be payable to rebuild at the current site.
    - 2) Give notice of claim to be calculated on **Actual Cash Value** of the property lost or damaged until repair or replacement has been completed. The **Assured** may still claim for the additional coverage which replacement cost provides if notification of intention to do so is received by POOL within 180 days after the loss or damage.
  - k. Replacement cost is subject to all the terms, conditions and limitations of the POOL Coverage Form (including any endorsements) and the following additional provisions:

- 1) In no event will payment exceed the actual repairs, replacement, or the limit of liability stated in this Coverage Form, whichever is the lesser.
  - 2) If during the term of this Coverage Form, any **Assured** real property is offered for sale, the value of loss or damage will not exceed the lesser of:
    - a. The price of the offer for sale while the property is offered for sale (with proper deduction for the value of any land); or,
  - 3) The cost to repair or replace. If the **Assured** fails to comply with any of the valuation provisions or does not elect replacement cost within two (2) years from the date of loss, the basis of valuation will be limited to the **Actual Cash Value** as defined in this Coverage Form.
5. Appraisal:  
If the **Assured** and POOL are unable to agree as to the amount necessary to rebuild, repair or replace the damaged or destroyed property or the actual value of loss, each party shall name a competent and disinterested appraiser and the two so chosen shall, before proceeding further, appoint a competent and disinterested umpire. The appraisers together shall obtain repair or replacement estimates, calculate the value of loss, and failing to agree shall submit their differences to the umpire. The award, in writing, duly verified by any two shall determine the points in question. Both parties shall pay the cost of their own appraisers and equally pro rate the cost of the umpire.
6. Suspension:  
Upon discovery of a dangerous condition, POOL may immediately suspend the coverage with respect to any Covered Property by giving written notice to the **Assured**. The coverage that is suspended may be reinstated by POOL. If coverage is suspended, it will also be immediately suspended for any mortgagee, lender or additional named interest by written notice of suspension.
7. Conditions Applicable to Property Extension 8. Monies and Securities:
- a. Cancellation as to Any Employee
    - 1). This coverage is cancelled as to act of any employee immediately upon notice to or discovery by the **Named Assured** or any official or employee of the **Named Assured** authorized to manage, govern or control employees (who is not in collusion with the employee) of theft or any other dishonest act committed by that employee whether before or after becoming employed by the **Named Assured**.
  - b. Discovery
    - 1) Coverage applies for **loss** sustained through acts committed or events occurring at any time and discovered by the **Named Assured**
      - a) during the coverage period; or
      - b) one year after the date of cancellation, termination or expiration of this coverage period.
    - 2) Discovery of loss occurs when the **Named Assured** or any official or employee of the **Named Assured** authorized to manage, govern or control employees (who is not in collusion with the employee) first becomes aware of facts from which a reasonable person would know or should know that a loss covered by this coverage has been or will be incurred even though the exact amount or details of loss may not then be known. Discovery also occurs when the **Named Assured** or any official or employee of the **Named Assured** authorized to manage, govern or control employees (who is not in collusion with the employee) receives notice of an actual or potential claim against the **Named Assured** alleging facts that if true would constitute a covered loss under this coverage form.

## Section VI. LIABILITY COVERAGE

### A. Liability Coverage Agreement (Note: Claims-Made for Wrongful Acts)

In consideration of the payment of the Contribution and subject to the Limits of Liability, exclusions, conditions and other terms of coverage, POOL agrees with the **Assured** to pay on behalf of the **Assured** the total sum of damages which the **Assured** becomes legally obligated to pay as damages resulting from an **Event**, such sum (including related medical and legal costs) being reached either through adjudication or compromise after proper deductions for all recoveries and salvages.

### B. Liability Definitions

1. **Automobile** means any land motor vehicle, mobile equipment, trailer/semi-trailer, and attached equipment.
2. **Bodily Injury** means physical injury to any person, including death, sickness, disease or any mental anguish, shock or disability associated with or arising from such physical injury.
3. **Employment-based Benefit Plan Administration** means giving counsel or coverage interpretation to active or prospective benefit plan participants, handling of related records, or effecting enrollment, notification, revision, termination or cancellation of coverage under any employment-based benefit plan. Employment-based benefit plan includes life insurance, accident or health insurance, profit sharing plans, pension plans, stock subscription plans, workers' compensation, unemployment insurance, social security, disability benefits, vacation plans and any other similar employment-based benefit plans.
4. **Event** means one or more of the following:
  - a. an accident that causes **Bodily Injury** or **Property Damage** during this coverage period;
  - b. **Personal Injury** caused by an offense committed during this coverage period;
  - c. **Law Enforcement Activities** during this coverage period which cause **Bodily Injury**, **Property Damage**, **Personal Injury** or the violation of civil rights; however, any damages arising out of employment practices of the **Named Assured** (including discrimination related to recruitment, hiring, evaluation, training, promotion, demotion, discipline or termination of an employee) will be considered a **Wrongful Act** herein;
  - d. any injury caused by errors or omissions arising out of **Employment-based Benefit Plan Administration** committed during this coverage period;
  - e. a **Wrongful Act** taking place and reported to POOL during this coverage period or during any extended reporting period added to this coverage by endorsement, but a **Wrongful Act** does not include damages arising out of an **Event** as defined in a., b., c. or d. above.
5. **Law Enforcement Activities** means performance while acting within the scope of duty, including policy making, supervisory and executive functions relating to law enforcement, (a) as a law enforcement officer or reserve officer, (b) as an officer of a jail, (c) as any **Assured** representing a law enforcement agency, and (d) including activities performed for other than the **Named Assured** which are approved in advance by an authorized representative of the **Named Assured**.
6. **Personal Injury** means injury other than **Bodily Injury** arising out of one or more of the following offenses: **False arrest, detention, or imprisonment; malicious prosecution; false or improper service of process; publication or utterance of libel or slander or disparaging**

material or a publication or utterance in violation of an individual's right to privacy; violation of right of public occupancy; wrongful eviction, wrongful entry, or invasion of premises; assault and/or battery; discrimination; piracy and infringement of copyright of property.

7. **Property Damage** means physical injury to or loss of use of tangible property of others including damage to structures or portions thereof rented to or leased to the **Assured**, including fixtures permanently attached thereto.
8. **Wrongful Act** means any actual or alleged error or misstatement, omission, act of neglect or breach of duty including misfeasance, malfeasance, and nonfeasance by the **Assured**. **Wrongful Act** includes actual or alleged violations of the United States Constitution or any State constitution, or any law affording protection for civil rights, provided coverage is otherwise afforded hereunder for such **Wrongful Act**.
9. The term **Sexual Abuse** as used hereunder shall mean any actual, attempted or alleged sexual conduct towards or to another person or persons, whether intentional, expected or unintentional, which causes physical and/or mental injuries. **Sexual Abuse** includes, but is not limited to: sexual molestation, sexual assault, sexual contact or touching and/or sexual exploitation or sexual injury.

**Sexual Abuse** does NOT include **Sexual Harassment** as defined in this Coverage Form.

10. The term **Sexual Harassment** as used hereunder shall mean any actual, attempted or alleged unwelcome sexual advances, requests for sexual favors or other conduct of a sexual nature towards or to another person or persons, which causes physical and/or mental injuries. **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.

**Sexual Harassment** does NOT include **Sexual Abuse** as defined in this Coverage Form.

**C. Liability Exclusions**

1. Coverage does not apply to any claim for damages, whether direct or consequential, which is covered under any other Section herein. Coverage does not apply to property owned by the **Assured**, or to loss of use of tangible property owned by the **Assured**.
2. Coverage does not apply to any claim brought about or contributed to by acts intended or expected by the **Assured** to cause **Bodily Injury** or **Property Damage**. Any act pertaining to any one **Assured** will not be imputed to any other **Assured** for the purpose of determining the application of this exclusion.
3. Coverage does not apply to any claim made against any **Assured** flowing from or originating out of the **Assured** gaining any profit or advantage to which they were not legally entitled including, but not limited to, any wrongful or erroneous collection of taxes, fees or other charges, by whatever name called.
4. Coverage does not apply to any claim arising out of any criminal, dishonest, fraudulent or malicious act, error or omission of any **Assured**, committed with actual, criminal, dishonest, fraudulent or malicious purpose or intent. However, notwithstanding the foregoing, the **Assured** will be reimbursed up to \$50,000 in the aggregate for reasonable attorney fees and costs when incurred in the defense of any criminal proceeding arising out of what would otherwise be within the scope of the **Assured's** employment, provided the **Assured** is exonerated from all charges or all charges are subsequently withdrawn or dismissed. When an **Assured** is a defendant represented by the same attorney or law firm representing other defendants in the same criminal proceeding who are not an **Assured** under this coverage form, payment hereunder shall be limited to the **Assured's** proportionate share of the total of the reasonable attorney fees.

If the **Named Assured** is required by law to provide for an employee's legal defense in a criminal proceeding, this coverage will reimburse the **Assured** in accordance with such law.

Whenever coverage under this coverage form would be excluded, suspended or lost because of any exclusion relating to criminal, dishonest, fraudulent or malicious conduct by any person covered hereunder, it is agreed that coverage as would otherwise be afforded herein shall be applicable with respect to an **Assured** who did not personally participate or personally acquiesce in or remain passive (including failure to give timely notice) after having knowledge of such conduct.

5. Coverage does not apply to liability arising out of the ownership, maintenance, loading or unloading, use, operation or entrustment to others of any aircraft, airfields, runways, hangers, buildings, or other properties in connection with aviation activities.

However, this exclusion does not apply to liability arising out of the use of **automobiles** of the **Assured** used in connection with the operation of an airport and on the premises of an airport owned, maintained, or operated by the **Assured**.

Also, this exclusion does not apply to **Wrongful Acts** arising out of airport ownership.

6. Coverage does not apply to any obligation for which the **Assured** may be held liable: (a) to any employee under the Fair Labor Standards Act (FLSA) or under any similar laws, however, coverage is extended for costs of defense of actions alleging violation of such laws; (b) under any workers' compensation, unemployment compensation, disability benefits, uninsured or underinsured motorists law, or under any similar laws; or (c) for bodily injuries to any employee of an **Assured** arising out of and in the course of employment by the **Assured** or arising out of performing duties related to the conduct of the **Assured's** business or **Bodily Injury** to any family member of an employee arising out of such activities. The exclusion under (c) applies whether

the **Assured** may be liable as an employer or in any other capacity and to any liability for indemnity or contribution brought by any party for **Bodily Injury**.

7. Coverage does not apply to any liability arising out of or in any way connected with the operation of the principles of eminent domain, condemnation, inverse condemnation, or taking of any real property interest, by whatever name(s) called, whether such liability accrues directly against the **Assured** or by virtue of any agreement entered into by or on behalf of the **Assured**.

This exclusion also applies to any liability arising out of or connected with allegations that the **Assured's** actions constitute a taking of any real property interest in violation of substantive due process, including but not limited to any allegations that the **Assured's** actions lack any substantial relation to the public health, safety or general welfare and/or that the **Assured's** actions are arbitrary, capricious, irrational or unreasonable and/or not related to any legitimate governmental purpose.

8. Coverage does not apply to any liability arising out of the rendering of or failure to render the following professional services (including furnishing of food or beverages in connection therewith):
- a. medical, surgical, dental x-ray or nursing service or treatment except by forensic medical examiners or coroners;
  - b. furnishing or dispensing of drugs or medical, dental or surgical supplies;
  - c. services by any person as a member of a formal accreditation or similar professional board or committee of the **Assured**, or as a person charged with the duty of executing directives of any such board or committee, except the administrative, certification, and training duties of an ambulance services medical director (including law enforcement and firefighting agencies as required by law) and dispatch medical director services.
  - d. services by a public health official arising out of their official duties to protect the health and safety of the general public.

Further, coverage does not apply in any way to liability arising out of the ownership, operation, management or oversight of any hospital.

This exclusion does not apply to incidental malpractice liability arising out of the rendering of, or failure to render, professional health care services by nurses, ambulance crews, emergency medical technicians, paramedics, firefighters or police officers. The scene of such medical services may be outside the scope of employment or outside the **Assured's** jurisdiction. However, this coverage will not apply if the individuals rendering medical services are doing so on behalf of and while working or volunteering for another medical services organization not an **Assured** under this coverage.

9. Coverage does not apply to any liability arising out of any breach of or failure to perform a contractual obligation including warranties of any kind and including labor agreements. However, this exclusion does not apply to employment related contracts other than labor agreements.
10. Coverage does not apply to any claim based upon or attributable to the rendering or failure to render any opinion, treatment, consultation or service if such opinion, treatment, consultation or service was rendered or failed to have been rendered while the **Assured** was engaged in any activity for which they received compensation from any source other than as **Named Assured**.
11. Coverage does not apply to any claim arising out of estimates of probable costs or cost estimates being exceeded or for faulty preparation of bid specifications or plans.
12. Coverage does not apply to any claim for a **Wrongful Act** arising out of failure to supply a specific amount of electrical power or fuel due to interruption of the electrical power or fuel supply or transmission thereof.

However, an **Event** (other than a **Wrongful Act**) arising from interruption of the electrical power or fuel supply or transmission thereof is covered.

13. Coverage does not apply to any claim based upon or arising out of:
  - a. the issuance, modification or cancellation of debt instruments, including, but not limited to, loans or transfers, and interest payable, whether legal or illegal; the collection or payment of taxes, fees or other charges or the collection of or payment of taxes, fees or other charges, to or for any other entity, including, but not limited to, hospitals, schools, commissions, joint commissions, boards, agencies, internal or external funds, districts and authorities;
  - b. the failure or alleged failure to comply with any regulatory act or statute such as those governing Medicare or similar Federal programs, the Nevada State Indigent Accident Funds or similar State programs; or
  - c. any fiduciary obligation or duty imposed by the Employee Retirement Income Security Act of 1974 (ERISA), the Pension Benefit Act, the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA), or Section 89 of the Internal Revenue Code, or any amendments thereto or similar provisions of any federal, state, local, statutory, or common law.
14. Coverage does not apply to any liability arising out of the performance or non-performance of an investment.
15. Coverage does not apply to any damages, awards of interest, costs, civil fines, penalties, fees, including attorney's fees or expenses that the **Assured** may become obligated to pay as a result of an adverse judgment for equitable, injunctive or declaratory relief. Coverage does not apply for any restitution, refund or reimbursement whether called damages or otherwise or to any cost or expense in processing such restitution, refund or reimbursement.
16. Coverage does not apply to any damages, costs, civil fines, penalties or expenses incurred by any **Assured** arising out of any complaint or enforcement action from any federal, state, or local government regulatory agency. However, defense costs related to such actions will be reimbursed for an amount not to exceed \$50,000 per **Event**.
17. Coverage does not apply to any liability arising out of:
  - a. Failure of performance of contract by any insurer;
  - b. Failure to procure insurance or the failure of such insurance to adequately cover risks.
18. Coverage does not apply to any liability with respect to **Employment Based Benefit Plan Administration** arising out of:
  - a. Insufficiency of funds to meet any obligations under any plan included in the employment-based benefit plan;
  - b. Errors in providing information on past performance of investment vehicles;
  - c. Advice given to any person with respect to that person's decision to participate or not participate in any plan included in the employment-based benefit plan;
  - d. Failure of any investment to perform as represented;
  - e. Investment or non-investment of funds or the performance or nonperformance of any investment;
  - f. Legal advice or investment advice given to an employee or beneficiary;
  - g. Any loss resulting from the termination of any plan included in the employment-based benefit plan or termination of the employment-based benefit plan;
  - h. Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law; or

- i. Any act or omission of a third party administrator, or any person other than an employee, who administers an employment-based benefit plan.

19. Coverage does not apply to any damages for **Bodily Injury, Property Damage, Personal Injury**, or other injury that is continuous or progressively deteriorating, and that is first manifest prior to the effective date or after the expiration of this Coverage Form. This exclusion applies even if such injury or damage continues or deteriorates during the term of this Coverage Form.

If this Coverage Form extends for –more than one annual period, the following applies:

a. The most POOL will pay for **Bodily Injury, Property Damage, Personal Injury** and any other injury that is continuous or progressively deteriorating, and that is first manifest during one of the periods of this Coverage Form, is the applicable limit of coverage shown in the Declarations for that one coverage period.

b. The limit specified in paragraph a. above is the only limit that applies to all related **Bodily Injury, Property Damage, Personal Injury** or other injury, regardless of whether such injury or damage existed before, or continues or progressively deteriorates after, the period in which it is first manifest.

Within the meaning of this exclusion, injury or damage is manifest when appreciable harm occurs that is or should be known to the **Assured** or the person or organization harmed.

20. Coverage does not apply to any claim arising out of **Sexual Abuse** by the **Assured**. Any act pertaining to any one **Assured** will not be imputed to any other **Assured** for the purpose of determining the application of this exclusion.

It is agreed that coverage as would otherwise be afforded herein shall be applicable with respect to an **Assured** who did not personally participate or personally acquiesce in or remain passive (including failure to give timely notice) after having knowledge of such **Sexual Abuse**. However, coverage shall not exceed \$2,500,000 per Event.

21. Coverage does not apply to liability of any **Assured** who, directly or indirectly, causes damages to their **Assured** employer or principal.

22. Coverage does not apply to any **Cyber Security Event** and **Privacy Response Expense** as defined in Section VII **Cyber Security Event** and **Privacy Response Expense**.

**D. Liability Conditions**

1. Duties of the **Assured** – If there is an **Event**, loss, incident, occurrence, demand, notice, summons or claim that might involve this coverage, the **Assured** shall submit written notice to POOL as soon as reasonably practicable via POOL's designated claims service organization including particulars sufficient to identify parties involved, time, place, circumstances, nature of any injury or damage, witnesses and any other pertinent information.
2. Cooperation – The POOL may at its discretion defend an Assured against any claim for damages. Where the POOL has exercised its discretion to defend an Assured, the POOL has the sole right to investigate, defend or settle any claim against an Assured for damages. The **Assured** shall cooperate with POOL, its claims representatives and investigators, and attorneys assigned by POOL to represent the **Assured**, and if requested, attend hearings and trials, assist in securing and obtaining evidence, and obtaining the attendance of witnesses. The **Assured** shall not admit to any liability, assume any obligation, voluntarily make any payment or incur any expense other than first aid to others at the time of an accident. The **Assured** agrees to comply with all terms and conditions in all sections of this Coverage Form. The **Assureds** shall not waive any immunities granted to local governments.
3. Records - The records as kept by the **Assured** shall be made available to POOL or its representatives as necessary to determine the amount of loss or damage covered hereunder.
4. Appeal – If the **Assured** and POOL are unable to agree to appeal a judgment, a disinterested attorney, mutually agreeable to POOL and the **Assured**, shall be retained to render a written opinion concerning such appeal. Such written recommendation shall be binding on both the **Assured** and POOL. Fees of such retained attorney shall be borne equally by both parties.
5. Opportunity to Associate - It is understood that, when so requested, POOL may afford the **Assured** an opportunity to associate, at the **Assured's** own expense, with the POOL in the defense or control of any claim, suit or proceeding.
6. Severability of Certain Interests: If liability is incurred by reason of injury suffered by an employee of one **Assured**, which does not arise out of the injured employee's employment, for which another **Assured** is liable, then this coverage shall pay on behalf of the **Assured** for such liability in the same manner as if separate coverage documents had been issued to each **Assured**. If liability is incurred by reason of **Property Damage** to property belonging to any **Assured** for which another **Assured** is liable, then this coverage shall pay on behalf of such **Assured** in the same manner as if separate coverage documents had been issued to each **Assured**. Nothing contained in this Condition shall operate to increase POOL limits of liability or to provide coverage for any **Assured** who, directly or indirectly, causes damages to their **Assured** employer or principal .
7. For the purpose of determining the limit of POOL's liability and the Maintenance Deductible of the **Named Assured**, all damages arising out of one or more related **Events** or arising out of a series of continuous, repeated or interrelated **Events** will be considered as arising out of one **Event**; furthermore, all such damages, whether attributable directly or indirectly to one **Event**, will be added together and the total amount of such damages shall be deemed one **Event**, regardless of the period of time or area over which the **Event** occurs.
8. If an **Event** includes allegations of and is associated with a covered **Wrongful Act** then all damages arising out of that **Event** and associated with the covered **Wrongful Act** shall be deemed an **Event** at the time the claim is first made, and the only applicable coverage is that which is in effect at the time the claim is first made.

9. An **Event** with no associated **Wrongful Act** which takes place during more than one coverage period shall be deemed an **Event** during only one coverage period and only the most recent coverage period during which the **Event** took place shall apply.
10. If a **Wrongful Act** did not take place during this coverage period, but commenced on or after the retroactive date shown on the declarations page of this coverage form and prior to the beginning of this coverage period, and a claim on account of such **Wrongful Act** is made against the **Assured** and reported to POOL during this coverage period, this coverage is extended to damages resulting from such a **Wrongful Act**. Coverage does not apply to damages resulting from a **Wrongful Act** that commenced prior to the retroactive date.
11. Coverage applies to damages due to an **Event** taking place anywhere in the world, but only if a suit arising out of such **Event** is brought in the United States of America.
12. Extended Reporting Periods:
  - a. POOL will provide one or more reporting periods, as described below, if this coverage is cancelled or not renewed for any reason other than nonpayment of loss fund contributions or any other amount owed to POOL.
  - b. The reporting periods do not extend the coverage period or change the scope of coverage provided. The reporting periods apply only to claims first made against an **Assured** during the applicable reporting period for damages because of a **Wrongful Act** that occurred before the end of the coverage period.
  - c. The reporting periods do not reinstate or increase the limits of liability.
  - d. A Basic Reporting Period of 30 days from the effective date of cancellation or non-renewal of this form is automatically provided without an additional charge. Subject to the terms and conditions of this coverage, the Basic Reporting Period applies to claims for damages that are first made against the **Assured** and reported in accordance with all coverage provisions no later than the end of the Basic Reporting Period.
  - e. An Optional Extended Reporting Period will take effect on the effective date of cancellation or non-renewal of this coverage and will remain in effect for a period of one to five years, depending on which Optional Extended Reporting Period is purchased. Subject to the terms and conditions of this coverage, the Optional Extended Reporting Period applies to claims for damages that are first made against the **Assured** and reported in accordance with all coverage provisions no later than the end of the Optional Extended Reporting Period. The additional Contribution for this Optional Extended Reporting Period will depend upon which option is chosen. POOL must receive a written request from the **Assured**, together with payment of Contribution due, within 60 days after the effective date of cancellation or non-renewal of this coverage if purchase of one of the Optional Extended Reporting Periods is desired. Once POOL acknowledges receipt of the additional Contribution, the Optional Extended Reporting Period may not be cancelled and the Contribution for the Optional Extended Reporting Period is fully earned.
  - f. The Basic Reporting Period or the Optional Extended Reporting Period does not apply to claims covered under any other coverage purchased subsequent to or to replace this coverage.

**Section VII. CYBER SECURITY EVENT  
AND PRIVACY RESPONSE EXPENSE COVERAGE**

**THIS IS CLAIMS MADE AND REPORTED COVERAGE**

**A. Cyber Security Event and Privacy Response Expense Coverage Agreement**

**1. Cyber Security Event**

- a. POOL will pay those sums an **Assured** becomes legally obligated to pay as damages because of a **Cyber Security Event**.

The amount POOL will pay for damages and **Claim Expenses** is limited as described in Section C., Limits of Liability.

- b. This coverage applies to damages only if:

- i. The **Cyber Security Event** commenced on or after July 1, 2013 and before the end of the Coverage Period;
- ii. A **Claim** for damages because of the **Cyber Security Event** is first made against an **Assured** during the Coverage Period.
- iii. The **Named Assured** gives written notice of the **Claim** to POOL in accordance with Section D., Notice to POOL.

- c. A **Claim** seeking damages will be deemed to have been made when notice of the **Claim** is received by the **Named Assured** or by POOL, whichever occurs first.

**B. Privacy Response Expense**

1. POOL will pay for **Privacy Response Expense** incurred by the **Named Assured** in connection with a **Cyber Security Event** that results in the actual or reasonably suspected theft, loss or unauthorized disclosure of or access to **Personal Information**.

The amount POOL will pay for **Privacy Response Expense** is limited as described in Section C., Limits of Liability.

2. This coverage applies only if:

- a. The **Cyber Security Event** commenced on or after July 1, 2013 and before the end of the Coverage Period; and
- b. The **Named Assured** gives written notice of the **Cyber Security Event** to POOL in accordance with Section D., Notice to POOL

**C. Limits of Liability**

1. The limits of liability stated in the Declarations establish the most POOL will pay regardless of the number of **Cyber Security Events**, **Assureds**, **Claims** made, **Suits** brought or individuals or entities making **Claims** or bringing **Suits**.
2. For each **Named Assured**, any **Cyber Security Event** that is continuous or part of a series of repeated or related **Cyber Security Events** will be considered to be a single **Cyber Security**

Event and will be considered to have commenced when the first such **Cyber Security Event** commenced regardless of:

- a. The number of Assureds, individuals or entities engaged in such **Cyber Security Events**;
  - b. The number of Assureds, individuals or entities affected by such **Cyber Security Events**;
  - c. The number of locations where such **Cyber Security Events** occurred; or
  - d. The number of such **Cyber Security Events** occurring or period of time over which they occur, even if subsequent **Cyber Security Events** take place after the Coverage Period.
3. The sublimit of liability for **Privacy Response Expense** stated in the Declarations is part of and not in addition to the **Cyber Liability Event** limit and annual aggregate limit.

**D. CONDITIONS**

1. POOL may at its discretion defend an **Assured** against any **Suit** seeking such damages. POOL may at its discretion investigate any **Cyber Security Event** and settle any **Claim** or **Suit** that may result.
2. As a condition precedent to the obligations of POOL under this coverage, a **Named Assured** must give written notice to POOL of any **Claim** made against an **Assured** as soon as practicable, but in no event later than the end of the Coverage Period.
3. If during the Coverage Period, any **Assured** becomes aware of a **Cyber Security Event** that may reasonably be expected to give rise to a **Claim** against any **Assured** for damages or **Privacy Response Expenses**, the **Named Assured** must give written notice to POOL of such **Cyber Security Event** as soon as practicable, but in no event later than the end of the Coverage Period. Notice must include:
  - a. A specific description of the **Cyber Security Event**, including all relevant dates;
  - b. The names of persons involved in the **Cyber Security Event**, including names of potential claimants and a specific description of any **Personal Information** actually or reasonably suspected to have been subject to theft, loss or unauthorized access or disclosure;
  - c. The specific reasons for anticipating that a **Claim** may result from such **Cyber Security Event**;
  - d. The specific nature of the alleged or potential damages arising from such **Cyber Security Event**; and
  - e. The specific circumstances by which an **Assured** first became aware of the **Cyber Security Event**.

Any **Claim** subsequently made against any **Assured** arising out of such **Cyber Security Event** shall be deemed to be a **Claim** made during the Coverage Period in which the **Cyber Security Event** was first reported to POOL.

#### **E. Cyber Security Event and Privacy Response Expense Coverage Exclusions**

This coverage does not apply to any **Claim, Suit, damages, Claim Expense or Privacy Response Expense**:

1. For, arising out of, or resulting from **Bodily Injury or Property Damage**;
2. For, arising out of, or resulting from any **Claim, Suit**, investigation, hearing, proceeding or legal action brought by or on behalf of any governmental entity including but not limited to any civil or criminal penalty for which an **Assured** is responsible or injunctive relief obtained or imposed by any governmental entity;
3. For, arising out of, or resulting from any employer-employee relations, policies, practices, acts or omissions, or any actual or alleged refusal to employ any person, or an **Assured's** conduct with respect to employees (including but not limited to wrongful dismissal, discharge or termination, discrimination, harassment, retaliation or other employment-related **Claim**), whether such **Claim** or **Suit** is brought by an employee, former employee, applicant for employment, or relative or domestic partner of such person;
4. For, arising out of, or resulting from any contractual liability or obligation, or arising out of or resulting from breach of contract or agreement either oral or written; provided, however, that this exclusion shall not apply to the extent an **Assured** would have been liable in the absence of such contract or agreement;
5. For, arising out of, or resulting from any actual or alleged antitrust violation, restraint of trade, unfair competition, or false or deceptive or misleading advertising or violation of the Sherman Anti-Trust Act, the Clayton Act, or the Robinson-Patman Act, as amended;
6. For, arising out of or resulting from any actual or alleged false, deceptive or unfair trade practices; however, this exclusion does not apply to any **Claim** or loss covered under this endorsement that results from a theft, loss or unauthorized disclosure of or access to Personal Information;
7. For, arising out of or resulting from:
  - a. the actual or alleged unlawful collection or acquisition of **Personal Information** by or on behalf of an **Assured**; or the failure to comply with a legal requirement to provide individuals with the ability to assent to or withhold assent (i.e., opt-in or opt-out) from the collection, disclosure or use of **Personal Information**; or
  - b. the distribution of unsolicited email, direct mail, or facsimiles, wiretapping, audio or video recording, or telemarketing, if such distribution, wiretapping, recording or telemarketing is done by or on behalf of an **Assured**;
8. For, arising out of or resulting from any of the following conduct by an **Assured**:
  - a. any actual or alleged violation of the Organized Crime Control Act of 1970 (commonly known as the Racketeer Influenced and Corrupt Organizations Act or RICO), as amended, or any regulation promulgated thereunder or any similar federal law or law of any state, locality or foreign government, whether such law is statutory, regulatory or common law;
  - b. any actual or alleged violation of any securities law, regulation or legislation, including but not limited to the Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Act of 1940, any state blue sky or securities law, any other federal securities law or legislation, or any other similar law or legislation of any state, locality or foreign government, or any amendment to such laws, or any violation of any order, ruling or regulation issued pursuant to such laws;

- c. any actual or alleged violation of the Fair Labor Standards Act of 1938, the National Labor Relations Act, the Worker Adjustment and Retraining Act of 1988, the Certified Omnibus Budget Reconciliation Act of 1985, the Occupational Safety and Health Act of 1970, the Employee Retirement Security Act of 1974 or any similar law or legislation of any state, locality or foreign government, or any amendment to such laws, or any violation of any order, ruling or regulation issued pursuant to such laws; or
  - d. any actual or alleged discrimination of any kind including but not limited to age, color, race, sex, creed, national origin, marital status, sexual preference, disability or pregnancy;
9. Coverage does not apply to any claim arising out of any criminal, dishonest, fraudulent or malicious act, error or omission of any **Assured**, committed with actual, criminal, dishonest, fraudulent or malicious purpose or intent. However, notwithstanding the foregoing, the **Assured** will be reimbursed up to \$50,000 in the aggregate for reasonable attorney fees and costs when incurred in the defense of any criminal proceeding arising out of what would otherwise be within the scope of the **Assured's** employment, provided the **Assured** is exonerated from all charges or all charges are subsequently withdrawn or dismissed. When an **Assured** is a defendant represented by the same attorney or law firm representing other defendants in the same criminal proceeding who are not an **Assured** under this coverage form, payment hereunder shall be limited to the **Assured's** proportionate share of the total of the reasonable attorney fees.

If the **Named Assured** is required by law to provide for an employee's legal defense in a criminal proceeding, this coverage will reimburse the **Assured** in accordance with such law.

Whenever coverage under this coverage form would be excluded, suspended or lost because of any exclusion relating to criminal, dishonest, fraudulent or malicious conduct by any person covered hereunder, it is agreed that coverage as would otherwise be afforded herein shall be applicable with respect to an **Assured** who did not personally participate or personally acquiesce in or remain passive (including failure to give timely notice) after having knowledge of such conduct.

10. For, arising out of or resulting from any actual or alleged:
- a. infringement of patent or patent rights or misuse or abuse of patent; or
  - b. infringement of copyright arising from or related to software code or software products; or
  - c. use or misappropriation of any ideas or trade secrets by an **Assured** or on behalf of, or in collusion with an **Assured**;
11. Arising out of or resulting from any of the following:
- a. trading losses, trading liabilities or change in value of accounts;
  - b. any loss of monies, securities or tangible property of others in the care, custody or control of an **Assured**;
  - c. the monetary value of any electronic fund transfers or transactions by or on behalf of an **Assured** that is lost, diminished, or damaged during transfer from, to or between accounts; or
  - d. the value of coupons, price discounts, prizes awards, or any other valuable consideration given in excess of the total contracted or expected amount that is lost, diminished or damaged;

12. For damage to, destruction of, corruption of, or any loss of use by any **Assured** of any **Computer System** or data, including without limitation any costs or expenses to an **Assured** to repair or replace any **Computer System** or data;
13. For, arising out of or resulting from any threat, extortion or blackmail including but not limited to ransom payments.
14. Coverage does not apply to any damages, costs, civil fines, penalties or expenses incurred by any **Assured** arising out of any complaint or enforcement of action from any federal, state, or local government regulatory agency. However, defense costs related to such actions will be reimbursed for an amount not to exceed \$50,000 per **Event**.

**F. Cyber Security Event and Privacy Response Expense Coverage Definitions:**

The following definitions apply to this coverage:

1. **Bodily Injury** means physical injury, sickness or disease sustained by any person, including death resulting from these at any time. **Bodily Injury** also means mental illness, mental anguish or emotional distress, pain or suffering or shock sustained by any person, whether or not resulting from physical injury, sickness, disease or death of any person.
2. **Claim** means any demand or **Suit** for damages as the result of a **Cyber Security Event**. All **Claims** for damages because of a single **Cyber Security Event** will be deemed to be a single **Claim** and to have been made at the time the first such **Claim** is made against any **Assured**, regardless of the number of individuals or entities making such **Claims** or the time period over which such **Claims** are made, even if subsequent **Claims** are made after the Coverage Period.
3. **Claim Expenses** means:
  - a. Reasonable and necessary fees charged by attorneys designated by POOL to assist with the investigation, adjustment, negotiation, arbitration, defense or appeal of a **Claim** or **Suit**;
  - b. All other reasonable and necessary fees, costs and expenses resulting from the investigation, adjustment, negotiation, arbitration, defense or appeal of a **Claim** or **Suit** and incurred by POOL; and
  - c. Premiums on appeal bonds, attachment bonds or similar bonds; however, POOL is not obligated to apply for or furnish any such bond;

Provided, however, **Claims Expenses** do not include:

- a. any internal salary, administrative, overhead or other related expenses of any **Assured** or any charges by an **Assured** for time spent cooperating with the investigation and defense of any **Claim** or **Suit**; or
  - b. **Privacy Response Expense**.
4. **Computer System** means computers and associated input and output devices, data storage devices, networking equipment and backup facilities:
    - a. operated by and either owned by or leased to an **Assured**; or
    - b. operated by a third party service provider and used to provide hosted computer application services to the **Named Assured** or for processing, maintaining, hosting or storing the **Named Assured's** electronic data pursuant to a written contract with the **Named Assured** for such services.

5. **Cyber Security Event** means:
- a. the actual or reasonably suspected theft, loss or unauthorized disclosure of or access to electronic **Personal Information** in the care, custody or control of an **Assured** or for which the **Assured** is legally responsible; or
  - b. a violation or failure of the security of a **Computer System**, including but not limited to unauthorized access, unauthorized use, a denial of service attack, or receipt or transmission of malicious code.
6. **Personal Information** means an individual's name in combination with one or more of the following:
- a. information concerning the individual that constitutes "nonpublic personal information" as defined in the Gramm-Leach Bliley Act of 1999, as amended, and implementing regulations;
  - b. medical or health care information concerning the individual, including without limitation "protected health information" as defined in the Health Insurance Portability and Accountability Act of 1996, as amended, and implementing regulations;
  - c. the individual's Social Security number, driver's license or state identification number, credit, debit, or other financial account numbers and associated security codes, access codes, passwords or personal identification numbers that allow access to the individual's financial account information; or
  - d. other nonpublic personally identifiable information, as protected under any local, state, federal or foreign law;

Provided, however, **Personal Information** does not include information that is lawfully available to the public, including without limitation information lawfully available from any **Assured** or any local, state, federal or foreign governmental entity.

7. **Privacy Response Expense** means the following reasonable and necessary costs incurred by the **Named Assured** within one year of the discovery of a **Cyber Security Event** that results in the actual or reasonably suspected theft, loss or unauthorized disclosure of or access to electronic **Personal Information** in the care, custody or control of the **Named Assured** or for which the **Named Assured** is legally responsible:
- a. For the services of a computer security expert designated by POOL to determine the scope and cause of a **Cyber Security Event** and the extent to which **Personal Information** was disclosed to or accessed by unauthorized persons;
  - b. For the services of consultants or attorneys designated by POOL to determine the **Named Assured's** obligations, if any, under applicable law to give notice to affected individuals;
  - c. To notify affected individuals if required by applicable law or if the **Named Assured** voluntarily elects to give such notice, and for the services of a contractor designated by POOL to assist with providing such notice and responding to questions and concerns raised by individuals who are notified;
  - d. For the services of a contractor designated by POOL to provide identity theft protection services to affected individuals if the **Named Assured** elects to provide such services; and
  - e. For the services of a public relations consultant designated by POOL to avert or mitigate damage to the **Named Assured's** reputation as a result of the **Cyber Security Event**;

Provided, however, **Privacy Response Expense** does not include:

- a. any internal salary, administrative, overhead or other related expenses of any **Assured** or any charges by an **Assured** for time spent cooperating with the investigation and response to any **Cyber Security Event**; or
  - b. Claims Expenses.
8. **Property Damage** means physical injury to tangible property, including all resulting loss of use or loss of use of tangible property that is not physically injured. For purposes of this definition tangible property does not include information 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, compact disks, tapes, drives, cells, data processing devices or any other media that are used with electronically controlled equipment.
9. **Suit** means a civil proceeding in which damages are claimed arising out of a **Cyber Security Event** and includes an arbitration proceeding or other alternative dispute resolution proceeding in which such damages are claimed and to which an **Assured** must submit or does submit with the consent of POOL.

## POOL DECLARATIONS PAGE Attachment A

Effective July 1, 2015 it is understood and agreed that the Named Assureds covered hereunder are as follows:

- |   |  |   |
|---|--|---|
| 1. Alamo Sewer & Water General Improvement District     | 42. Humboldt County School District                  | 83. Primecare Nevada, Inc. dba Nye Regional Medical Center  |
| 2. Amargosa Library District                            | 43. Humboldt River Basin Water                       | 84. Round Mountain, Town of   |
| 3. Beatty Library District                              | 44. Incline Village General Improvement District     | 85. Sierra Estates General Improvement District   |
| 4. Beatty Water & Sanitation                            | 45. Indian Hills General Improvement District        | 86. Sierra Fire Protection District   |
| 5. Boulder, City of                                     | 46. Kingsbury General Improvement District           | 87. Silver Springs General Improvement District   |
| 6. Caliente, City of                                    | 47. Lakeridge General Improvement District           | 88. Skyland General Improvement District  |
| 7. Canyon General Improvement District                  | 48. Lander County                                    | 89. Smoky Valley Library District   |
| 8. Carlin, City of                                      | 49. Lander County School District                    | 90. Southern Nevada Area Communications Council   |
| 9. Carson City School District                          | 50. Lincoln County                                   | 91. Stagecoach General Improvement District   |
| 10. Carson-Truckee Water Conservancy District           | 51. Lincoln County School District                   | 92. Storey County   |
| 11. Carson Water Subconservancy District                | 52. Lincoln County Water District                    | -Virginia City Tourism Comm   |
| 12. Central Nevada Regional Water Authority             | 53. Logan Creek Estates General Improvement District | 93. Storey County School District   |
| 13. Churchill County                                    | 54. Lovelock, City of                                | 94. Sun Valley General Improvement District   |
| 14. Churchill County Mosquito & Weed Abatement District | 55. Lovelock Meadows Water                           | 95. Tahoe Douglas District  |
| 15. Churchill County School District                    | 56. Lyon County                                      | 96. Tahoe Douglas FPD   |
| 16. County Fiscal Officers Association                  | 57. Lyon County School District                      | 97. Tahoe Reno Industrial General Improvement District  |
| 17. Coyote Springs General Improvement District         | 58. Marla Bay General Improvement District           | 98. Tonopah, Town of  |
| 18. Douglas County                                      | 59. Mesquite, City of                                | 99. Tonopah Library District  |
| 19. Douglas County Mosquito Abatement District          | 60. Mason Valley Swimming Pool District              | 100. Truckee Meadows Fire Protection District (and Washoe County and the City of Reno, as their interest may appear, with respects to Fire Service activities of operations of Truckee Meadows Fire Protection District |
| 20. Douglas County Redevelopment Agency                 | 61. Minden, Town of                                  | 101. Truckee Meadows Regional Planning Agency   |
| 21. Douglas County School District                      | 62. Minden Gardnerville Sanitation District          | 102. US Board of Water Commissioners  |
| 22. Douglas County Sewer Improvement District #1        | 63. Mineral County                                   | 103. Virgin Valley Water District   |
| 23. East Fork Swimming Pool District                    | 64. Mineral County School District                   | 104. Walker River Irrigation District   |
| 24. Elko Central Dispatch Administrative Authority      | 65. Moapa Valley Water District                      | 105. Washoe County Fire Suppression   |
| 25. Elko, City of                                       | 66. Mt. Charleston Fire Protection District          | 106. Washoe County Water Conservation District  |
| 26. Elko County   | 67. Nevada Association of Counties                   | 107. Wells, City of   |
| 27. Elko County Agricultural Association                | 68. Nevada Comm. for Reconstruction of V&T Railway   | 108. West Wendover, City of   |
| 28. Elko County School District                         | 69. Nevada League of Cities                          | 109. West Wendover Recreation District  |
| 29. Elko Convention and Visitors Authority              | 70. Nevada Public Agency Insurance Pool              | 110. Western Nevada Development District  |
| 30. Ely, City of  | 71. Nevada Rural Housing Authority                   | 111. Western Nevada Regional Youth Center   |
| 31. Esmeralda County                                    | 72. Nevada Tahoe Conservation District               | 112. White Pine County  |
| 32. Esmeralda County School District                    | 73. North Lake Tahoe FPD                             | 113. White Pine County Fire District  |
| 33. Eureka County                                       | 74. Nye County                                       | 114. White Pine County School District  |
| 34. Eureka County School District                       | 75. Nye County School District                       | 115. White Pine County Tourism & Recreation   |
| 35. Fernley, City of                                    | 76. Pahrnagat Valley Fire District                   | 116. Winnemucca, City of  |
| 36. Fernley Swimming Pool District                      | 77. Pahrump, Town of                                 | 117. Yerington, City of   |
| 37. Gardnerville, Town of                               | 78. Pahrump Library District                         |   |
| 38. Gardnerville-Ranchos General Improvement District   | 79. Palomino Valley General Improvement District     |   |
| 39. Genoa, Town of                                      | 80. Pershing County                                  |   |
| 40. Gerlach GID   | 81. Pershing County School District                  |   |
| 41. Humboldt County                                     | 82. Pershing County Water Pershing County Water      |   |

**POOL ATTACHMENT PAGE**  
**Attachment B**

<b><u>MEMBER</u></b>	<b><u>MAINTENANCE DEDUCTIBLE</u></b> <b><u>ALL PERILS EACH AND</u></b> <b><u>EVERY LOSS</u></b>
Alamo Sewer & Water GID	\$500
Amargosa Library District	\$500
Beatty Library District	\$500
Beatty Water & Sanitation	\$500
Boulder, City of	\$25,000
Caliente, City of	\$500
Canyon GID	\$2,000
Carlin, City of	\$500
Carson City School District	*
Carson-Truckee Water Conservancy District	\$500
Carson Water Subconservancy District	\$500
Central Nevada Regional Water Authority	\$500
Churchill County	\$50,000
Churchill County Mosquito, Vector & Weed Control District	\$2,500
Churchill County School District	\$10,000
County Fiscal Officers Association	\$500
Coyote Springs General Improvement District	\$500
Douglas County	*
Douglas County Mosquito Abatement District	\$500
Douglas County Redevelopment Agency	\$500
Douglas County School District	\$5,000
Douglas County Sewer Improvement District #1	\$5,000
East Fork Swimming Pool District	\$1,000 except Section V \$10,000
Elko Central Dispatch Administrative Authority	\$500

**POOL ATTACHMENT PAGE**  
**Attachment B**

<b><u>MEMBER</u></b>	<b><u>MAINTENACE DEDUCTIBLE</u></b> <b><u>ALL PERILS EACH AND</u></b> <b><u>EVERY LOSS</u></b>
Elko, City of	\$5,000
Elko County	\$25,000
Elko County Agricultural Association	\$2,500
Elko County School District	\$25,000
Elko Convention and Visitors Authority	\$1,000
Ely, City of	\$500
Esmeralda County	\$500
Esmeralda County School District	\$500
Eureka County	\$10,000
Eureka County School District	\$5,000
Fernley, City of	\$2,000
Fernley Swimming Pool District	\$1,000
Gardnerville, Town of	\$500
Gardnerville-Ranchos GID	\$500
Genoa, Town of	\$500
Gerlach GID	\$500
Humboldt County	\$2,000
Humboldt County School District	\$2,000
Humboldt River Basin Water	\$500
Incline Village GID	\$5,000
Indian Hills GID	\$1,000
Kingsbury GID	\$5,000 except Section V \$500
Lakeridge GID	\$500
Lander County	\$1,000

**POOL ATTACHMENT PAGE**  
**Attachment B**

<b><u>MEMBER</u></b>	<b><u>MAINTENANCE DEDUCTIBLE</u></b> <b><u>ALL PERILS EACH AND</u></b> <b><u>EVERY LOSS</u></b>
Lander County School District	\$5,000
Lincoln County	\$2,000
Lincoln County School District	\$2,000
Lincoln County Water District	\$500
Logan Creek Estates GID	\$500
Lovelock, City of	\$500
Lovelock Meadows Water	\$500
Lyon County	\$25,000
Lyon County School District	*
Marla Bay GID	\$500
Mason Valley Swimming Pool District	\$1,000
Mesquite, City of	\$2,000
Minden, Town of	\$500
Minden Gardnerville Sanitation District	\$5,000
Mineral County	\$2,000
Mineral County School District	\$1,000 except Section VI Wrongful Acts \$5,000
Moapa Valley Water District	\$500
Mt Charleston Fire Protection District	\$1,000
Nevada Association of Counties	\$500
Nevada Commission for Reconstruction of V&T Railway	\$500
Nevada League of Cities	\$500
Nevada Public Agency Insurance Pool	\$10,000
Nevada Rural Housing Authority	\$500
Nevada Tahoe Conservation District	\$500

**POOL ATTACHMENT PAGE**  
**Attachment B**

<b><u>MEMBER</u></b>	<b><u>MAINTENANCE DEDUCTIBLE ALL PERILS EACH AND EVERY LOSS</u></b>
North Lake Tahoe FPD	\$1,000
Nye County	
Except the following sub-entity:	\$50,000
Nye County Water District	\$500
Town of Amargosa Valley	\$2,500
Nye County School District	\$5,000
Pahranagat Valley Fire District	\$1,000
Pahrump, Town of	\$2,000
Pahrump Library District	\$500
Palomino Valley General Improvement District	\$1,000
Pershing County	\$1,000
Pershing County School District	\$1,000
Pershing County Water Conservation District	\$500 except Section VI Wrongful Acts \$2,500
Primecare Nevada, Inc. dba Nye Regional Medical Center	\$1,000
Round Mountain, Town of	\$500
Sierra Estates GID	\$500
Sierra Fire Protection District	\$5,000
Silver Springs GID	\$1,000
Skyland GID	\$1,000
Smoky Valley Library District	\$500
Southern Nevada Area Communications Council	\$1,000
Stagecoach GID	\$500
Storey County	\$5,000
Virginia City Tourism Commission	\$500
Storey County School District	\$500
Sun Valley GID	\$500
Tahoe Douglas District	\$1,000

**POOL ATTACHMENT PAGE  
Attachment B**

<b><u>MEMBER</u></b>	<b><u>MAINTENACE DEDUCTIBLE ALL PERILS EACH AND EVERY LOSS</u></b>
Tahoe Douglas FPD	\$5,000
Tahoe Reno Industrial GID	\$1,000
Tonopah, Town of	\$5,000
Tonopah Library District	\$500
Truckee Meadows FPD	\$5,000
Truckee Meadows Regional Planning Agency	\$500
US Board of Water Commissioners	\$500
Virgin Valley Water District	\$500
Walker River Irrigation District	\$500
Washoe County Fire Suppression	\$5,000
Washoe County Water Conservation District	\$500
Wells, City of	\$500
West Wendover, City of	\$1,000 except Section VI Wrongful Acts \$10,000
West Wendover Recreation District	\$1,000
Western Nevada Development District	\$500
Western Nevada Regional Youth Center	\$1,000
White Pine County	\$1,000
White Pine County Fire District	\$500
White Pine County School District	\$5,000
White Pine County Tourism & Recreation	\$500
Winnemucca, City of	\$1,000
Yerington, City of	\$1,000

**POOL ATTACHMENT PAGE**  
**Attachment B**

\* It is agreed that the Maintenance Deductible for Carson City School District is as follows: Section V Property - \$25,000 each and every loss except automobile physical damage is \$2,500 each and every loss; Section VI Liability - \$2,500 each and every **Event/loss**.

\*It is agreed that the Maintenance Deductible for Douglas County is \$5,000 each and every loss Section V and \$50,000 each and every **Event** Section VI. The amount of the deductible borne by Douglas County is aggregated at \$300,000 for Section V and Section VI combined.

\*It is agreed that the Maintenance Deductible for Lyon County School District is \$25,000 each and every **Event/loss** Section V and Section VI. The amount of the deductible borne by Lyon County School District is aggregated at \$100,000 for Section V and Section VI combined.

ALL OTHER TERMS, CONDITIONS AND EXCEPTIONS REMAIN UNALTERED.

**POOL DECLARATIONS PAGE**  
**Attachment C**

Effective July 1, 2015 it is agreed that retroactive dates are waived for an **Event** arising out of a **Wrongful Act** for Limits of Liability up to \$2,000,000.

It is furthermore agreed the **Named Assureds** and their retroactive dates in respect of Limits of Liability of \$8,000,000 excess of \$2,000,000 are scheduled below for a covered **Event** arising out of a **Wrongful Act**.

<b>NAMED ASSURED</b>	<b>RETROACTIVE DATE</b>	<b>LIMITS OF LIABILITY</b>
Alamo Sewer and Water General Improvement District	March 30, 2003	\$8,000,000 excess of \$2,000,000
Amargosa Library District	July 1, 1998 July 1, 1999	\$1,000,000 excess of \$2,000,000 \$7,000,000 excess of \$3,000,000
Beatty Library District	July 1, 1998 July 1, 1999	\$1,000,000 excess of \$2,000,000 \$7,000,000 excess of \$3,000,000
Beatty Water & Sanitation District	July 1, 1998 July 1, 1999 July 1, 2000	\$1,000,000 excess of \$2,000,000 \$2,000,000 excess of \$3,000,000 \$5,000,000 excess of \$5,000,000
Boulder City	July 1, 1998 July 1, 1999 July 1, 2000	\$1,000,000 excess of \$2,000,000 \$2,000,000 excess of \$3,000,000 \$5,000,000 excess of \$5,000,000
Canyon General Improvement District	July 1, 2002	\$8,000,000 excess of \$2,000,000
City of Caliente	July 1, 1998 July 1, 1999 July 1, 2000	\$1,000,000 excess of \$2,000,000 \$2,000,000 excess of \$3,000,000 \$5,000,000 excess of \$5,000,000
City of Carlin	July 1, 1998 July 1, 1999 July 1, 2000	\$1,000,000 excess of \$2,000,000 \$2,000,000 excess of \$3,000,000 \$5,000,000 excess of \$5,000,000
Carson City School District	June 30, 2000	\$8,000,000 excess of \$2,000,000
Carson-Truckee Water Conservancy District	July 1, 1998 July 1, 1999 July 1, 2000	\$1,000,000 excess of \$2,000,000 \$2,000,000 excess of \$3,000,000 \$5,000,000 excess of \$5,000,000
Carson Water Subconservancy	July 1, 1998 July 1, 1999 October 15, 2001	\$1,000,000 excess of \$2,000,000 \$2,000,000 excess of \$3,000,000 \$5,000,000 excess of \$5,000,000
Central Nevada Regional Water Authority	March 17, 2006	\$8,000,000 excess of \$2,000,000
Churchill County	July 1, 1998 July 1, 1999	\$1,000,000 excess of \$2,000,000 \$7,000,000 excess of \$3,000,000
Churchill County Mosquito, Vector and Weed Control District	May 1, 2001 May 1, 2003	\$1,000,000 excess of \$2,000,000 \$7,000,000 excess of \$3,000,000

**POOL DECLARATIONS PAGE**  
**Attachment C**

<b>NAMED ASSURED</b>	<b>RETROACTIVE DATE</b>	<b>LIMITS OF LIABILITY</b>
Churchill County School District	October 28, 1996 October 28, 2000	\$4,000,000 excess of \$2,000,000 \$4,000,000 excess of \$6,000,000
County Fiscal Officers Association of Nevada	April 29, 2003	\$8,000,000 excess of \$2,000,000
Coyote Springs General Improvement District	April 19, 2006	\$8,000,000 excess of \$2,000,000
Douglas County	July 1, 1998 July 1, 1999	\$1,000,000 excess of \$2,000,000 \$7,000,000 excess of \$3,000,000
Douglas County Mosquito Abatement District	June 15, 2003	\$8,000,000 excess of \$2,000,000
Douglas County Redevelopment Agency	April 1, 1999 July 1, 1999 July 1, 2000	\$1,000,000 excess of \$2,000,000 \$2,000,000 excess of \$3,000,000 \$5,000,000 excess of \$5,000,000
Douglas County School District	August 1, 1996 August 1, 2000	\$2,000,000 excess of \$2,000,000 \$6,000,000 excess of \$4,000,000
Douglas County Sewer Improvement District #1	July 1, 2003 July 1, 2014	\$4,000,000 excess of \$2,000,000 \$4,000,000 excess of \$6,000,000
East Fork Swimming Pool District	June 15, 2001	\$8,000,000 excess of \$2,000,000
Elko Central Dispatch	July 1, 2000	\$8,000,000 excess of \$2,000,000
City of Elko	July 1, 1998 July 1, 1999	\$1,000,000 excess of \$2,000,000 \$7,000,000 excess of \$3,000,000
Elko Convention & Visitor Authority	July 1, 2004 July 1, 2011	\$1,000,000 excess of \$2,000,000 \$7,000,000 excess of \$3,000,000
Elko County	July 1, 1995 July 1, 1999.	\$5,000,000 excess of \$2,000,000 \$3,000,000 excess of \$7,000,000
Elko County Agricultural Association, District #4	July 1, 2004	\$8,000,000 excess of \$2,000,000
Elko County School District	October 1, 1998	\$8,000,000 excess of \$2,000,000
City of Ely (including the White Pine Historic Railroad Foundation)	July 1, 1998 July 1, 1999	\$1,000,000 excess of \$2,000,000 \$7,000,000 excess of \$3,000,000
Esmeralda County	July 1, 1998 July 1, 1999 July 1, 2000	\$1,000,000 excess of \$2,000,000 \$2,000,000 excess of \$3,000,000 \$5,000,000 excess of \$5,000,000
Esmeralda County School District	November 13, 1997 July 1, 1998 July 1, 1999 July 1, 2000	\$1,000,000 excess of \$2,000,000 \$1,000,000 excess of \$3,000,000 \$2,000,000 excess of \$4,000,000 \$4,000,000 excess of \$6,000,000

**POOL DECLARATIONS PAGE**  
**Attachment C**

<b>NAMED ASSURED</b>	<b>RETROACTIVE DATE</b>	<b>LIMITS OF LIABILITY</b>
Eureka County	July 1, 1998 July 1, 1999 July 1, 2000	\$1,000,000 excess of \$2,000,000 \$2,000,000 excess of \$3,000,000 \$5,000,000 excess of \$5,000,000
Eureka County School District	July 1, 1994 July 1, 1998 July 1, 2000	\$4,000,000 excess of \$2,000,000 \$1,000,000 excess of \$6,000,000 \$3,000,000 excess of \$7,000,000
City of Fernley	July 1, 1998 July 1, 1999 July 1, 2000	\$1,000,000 excess of \$2,000,000 \$2,000,000 excess of \$3,000,000 \$5,000,000 excess of \$5,000,000
Fernley Swimming Pool District	July 1, 1998 July 1, 1999	\$1,000,000 excess of \$2,000,000 \$7,000,000 excess of \$3,000,000
Town of Gardnerville (and Douglas County with respect to activities or operations of the Town of Gardnerville)	July 1, 1998 July 1, 1999 July 1, 2000	\$1,000,000 excess of \$2,000,000 \$2,000,000 excess of \$3,000,000 \$5,000,000 excess of \$5,000,000
Gardnerville-Ranchos General Improvement District	November 21, 1994 July 1, 2000	\$3,000,000 excess of \$2,000,000 \$5,000,000 excess of \$5,000,000
Town of Genoa (and Douglas County with respect to activities or operations of the Town of Genoa)	July 1, 1999 July 1, 2000	\$3,000,000 excess of \$2,000,000 \$5,000,000 excess of \$5,000,000
Gerlach GID	October 15, 2012	\$8,000,000 excess of \$2,000,000
Humboldt County	July 1, 1998 July 1, 1999	\$1,000,000 excess of \$2,000,000 \$7,000,000 excess of \$3,000,000
Humboldt County School District	July 1, 1986 July 1, 2001	\$7,000,000 excess of \$2,000,000 \$1,000,000 excess of \$9,000,000
Humboldt River Basin Water Authority	July 1, 2005	\$8,000,000 excess of \$2,000,000
Incline Village General Improvement District	July 1, 1998 July 1, 1999 July 1, 2000	\$1,000,000 excess of \$2,000,000 \$2,000,000 excess of \$3,000,000 \$5,000,000 excess of \$5,000,000
Indian Hills General Improvement District	October 22, 1987 October 22, 1999 October 22, 2001	\$1,000,000 excess of \$2,000,000 \$2,000,000 excess of \$3,000,000 \$5,000,000 excess of \$5,000,000
Kingsbury General Improvement District	July 1, 1998 July 1, 1999 July 1, 2000	\$1,000,000 excess of \$2,000,000 \$2,000,000 excess of \$3,000,000 \$5,000,000 excess of \$5,000,000
Lakeridge General Improvement District	September 21, 2001	\$8,000,000 excess of \$2,000,000
Lander County	July 1, 1998 July 1, 1999	\$1,000,000 excess of \$2,000,000 \$7,000,000 excess of \$3,000,000

**POOL DECLARATIONS PAGE**  
**Attachment C**

<b>NAMED ASSURED</b>	<b>RETROACTIVE DATE</b>	<b>LIMITS OF LIABILITY</b>
Lander County School District	July 1, 1996 July 1, 1998 July 1, 1999	\$2,000,000 excess of \$2,000,000 \$1,000,000 excess of \$4,000,000 \$5,000,000 excess of \$5,000,000
Lincoln County	July 1, 1998 July 1, 1999	\$1,000,000 excess of \$2,000,000 \$7,000,000 excess of \$3,000,000
Lincoln County Water District	March 20, 2007	\$8,000,000 excess of \$2,000,000
Logan Creek Estates General Improvement District	March 1, 2002	\$8,000,000 excess of \$2,000,000
City of Lovelock	July 1, 1998 July 1, 1999 July 1, 2000	\$1,000,000 excess of \$2,000,000 \$2,000,000 excess of \$3,000,000 \$5,000,000 excess of \$5,000,000
Lovelock Meadows Water District	May 1, 1998 May 1, 2001	\$3,000,000 excess of \$2,000,000 \$5,000,000 excess of \$5,000,000
Lyon County	July 1, 1998 July 1, 1999	\$1,000,000 excess of \$2,000,000 \$7,000,000 excess of \$3,000,000
Lyon County School District	July 1, 2001	\$8,000,000 excess of \$2,000,000
Marla Bay General Improvement District	August 20, 2001	\$8,000,000 excess of \$2,000,000
Mason Valley Swimming Pool District	July 1, 1998 July 1, 1999	\$1,000,000 excess of \$2,000,000 \$7,000,000 excess of \$3,000,000
City of Mesquite	July 1, 1998 July 1, 1999	\$1,000,000 excess of \$2,000,000 \$7,000,000 excess of \$3,000,000
Town of Minden (and Douglas County with respect to activities or operations of the Town of Minden)	July 1, 1998 July 1, 1999 July 1, 2000	\$1,000,000 excess of \$2,000,000 \$2,000,000 excess of \$3,000,000 \$5,000,000 excess of \$5,000,000
Minden Gardnerville Sanitation District	January 22, 1988 October 5, 2001	\$4,000,000 excess of \$2,000,000 \$4,000,000 excess of \$6,000,000
Mineral County (including Walker Lake Water District)	July 1, 1998 July 1, 1999 July 1, 2000	\$1,000,000 excess of \$2,000,000 \$2,000,000 excess of \$3,000,000 \$5,000,000 excess of \$5,000,000
Mineral County School District	May 7, 2001	\$8,000,000 excess of \$2,000,000
Moapa Valley Water District	May 5, 2001	\$8,000,000 excess of \$2,000,000
Mt. Charleston Fire Protection District	May 19, 2015	\$8,000,000 excess of \$2,000,000

**POOL DECLARATIONS PAGE**  
**Attachment C**

<b>NAMED ASSURED</b>	<b>RETROACTIVE DATE</b>	<b>LIMITS OF LIABILITY</b>
Nevada Association of Counties	July 1, 1998 July 1, 1999 July 1, 2000	\$1,000,000 excess of \$2,000,000 \$2,000,000 excess of \$3,000,000 \$5,000,000 excess of \$5,000,000
Nevada Commission for the Reconstruction of the V&T Railway	July 1, 1998 July 1, 1999 July 1, 2000	\$1,000,000 excess of \$2,000,000 \$2,000,000 excess of \$3,000,000 \$5,000,000 excess of \$5,000,000
Nevada League of Cities	July 1, 1998 July 1, 1999 July 1, 2000	\$1,000,000 excess of \$2,000,000 \$2,000,000 excess of \$3,000,000 \$5,000,000 excess of \$5,000,000
Nevada Public Agency Insurance Pool	No Wrongful Acts Coverage Provided	
Nevada Rural Housing Authority	July 1, 1998 July 1, 1999 July 1, 2000	\$1,000,000 excess of \$2,000,000 \$2,000,000 excess of \$3,000,000 \$5,000,000 excess of \$5,000,000
Nevada Tahoe Conservation District	August 1, 2001	\$8,000,000 excess of \$2,000,000
North Lake Tahoe Fire Protection District	July 1, 2005	\$8,000,000 excess of \$2,000,000
Nye County	July 1, 1998 July 1, 1999	\$1,000,000 excess of \$2,000,000 \$7,000,000 excess of \$3,000,000
Nye County School District	July 25, 2002	\$8,000,000 excess of \$2,000,000
Pahranagat Valley Fire District	July 1, 1998 July 1, 1999	\$1,000,000 excess of \$2,000,000 \$7,000,000 excess of \$3,000,000
Town of Pahrump	July 1, 1993 July 1, 1999	\$1,000,000 excess of \$2,000,000 \$7,000,000 excess of \$3,000,000
Pahrump Library District	July 1, 1998 July 1, 1999	\$1,000,000 excess of \$2,000,000 \$7,000,000 excess of \$3,000,000
Palomino Valley General Improvement District	April 22, 2012	\$8,000,000 excess of \$2,000,000
Pershing County	July 1, 1998 July 1, 1999 July 1, 2000	\$1,000,000 excess of \$2,000,000 \$2,000,000 excess of \$3,000,000 \$5,000,000 excess of \$5,000,000
Pershing County School District	July 1, 2002	\$8,000,000 excess of \$2,000,000
Pershing County Water Conservation District	May 20, 2001	\$8,000,000 excess of \$2,000,000
Town of Round Mountain	July 1, 1998 July 1, 1999 July 1, 2000	\$1,000,000 excess of \$2,000,000 \$2,000,000 excess of \$3,000,000 \$5,000,000 excess of \$5,000,000

**POOL DECLARATIONS PAGE**  
**Attachment C**

<b>NAMED ASSURED</b>	<b>RETROACTIVE DATE</b>	<b>LIMITS OF LIABILITY</b>
Sierra Estates General Improvement District	October 24, 2005	\$8,000,000 excess of \$2,000,000
Sierra Fire Protection District	July 1, 2006	\$8,000,000 excess of \$2,000,000
Silver Springs General Improvement District	July 1, 2001	\$8,000,000 excess of \$2,000,000
Skyland General Improvement District	July 1, 2005	\$8,000,000 excess of \$2,000,000
Smokey Valley Water District	July 1, 1998 July 1, 1999	\$1,000,000 excess of \$2,000,000 \$7,000,000 excess of \$3,000,000
Southern Nevada Area Communications Council	September 24, 2014	\$8,000,000 excess of \$2,000,000
Stagecoach General Improvement District	June 6, 2005	\$8,000,000 excess of \$2,000,000
Storey County	July 1, 1998 July 1, 1999	\$1,000,000 excess of \$2,000,000 \$7,000,000 excess of \$3,000,000
Storey County School District	July 1, 1994 July 1, 2000	\$4,000,000 excess of \$2,000,000 \$4,000,000 excess of \$6,000,000
Sun Valley General Improvement District	July 1, 1998 July 1, 1999 July 1, 2000	\$1,000,000 excess of \$2,000,000 \$2,000,000 excess of \$3,000,000 \$5,000,000 excess of \$5,000,000
Tahoe Douglas District	January 27, 1987	\$8,000,000 excess of \$2,000,000
Tahoe Douglas Fire Protection District (including Tahoe Douglas Fire Protection District Health Benefit)	July 1, 2001	\$8,000,000 excess of \$2,000,000
Tahoe Reno Industrial General Improvement District	October 31, 2001	\$8,000,000 excess of \$2,000,000
Town of Tonopah	July 1, 1998 July 1, 1999 July 1, 2000	\$1,000,000 excess of \$2,000,000 \$2,000,000 excess of \$3,000,000 \$5,000,000 excess of \$5,000,000
Tonopah Library District	July 1, 1998 July 1, 1999	\$1,000,000 excess of \$2,000,000 \$7,000,000 excess of \$3,000,000
Truckee Meadows Fire Protection District	July 1, 2003	\$8,000,000 excess of \$2,000,000
Truckee Meadows Regional Planning Agency	February 1, 2000 July 1, 2000	\$3,000,000 excess of \$2,000,000 \$5,000,000 excess of \$5,000,000
U.S. Board of Water Commissioners	July 1, 1998 July 1, 1999 July 1, 2000	\$1,000,000 excess of \$2,000,000 \$2,000,000 excess of \$3,000,000 \$5,000,000 excess of \$5,000,000

**POOL DECLARATIONS PAGE**  
**Attachment C**

<b>NAMED ASSURED</b>	<b>RETROACTIVE DATE</b>	<b>LIMITS OF LIABILITY</b>
Virginia City Tourism Commission	April 1, 2000 July 1, 2000	\$3,000,000 excess of \$2,000,000 \$5,000,000 excess of \$5,000,000
Virgin Valley Water District	July 1, 1998 July 1, 1999 July 1, 2000	\$1,000,000 excess of \$2,000,000 \$2,000,000 excess of \$3,000,000 \$5,000,000 excess of \$5,000,000
Walker River Irrigation District	July 1, 1998 July 1, 1999 July 1, 2000	\$1,000,000 excess of \$2,000,000 \$2,000,000 excess of \$3,000,000 \$5,000,000 excess of \$5,000,000
Washoe County Fire Suppression District	July 1, 2003	\$8,000,000 excess of \$2,000,000
Washoe County Water Conservation District	July 1, 1998 July 1, 1999 July 1, 2000	\$1,000,000 excess of \$2,000,000 \$2,000,000 excess of \$3,000,000 \$5,000,000 excess of \$5,000,000
City of Wells	July 1, 1998 July 1, 1999 July 1, 2000	\$1,000,000 excess of \$2,000,000 \$2,000,000 excess of \$3,000,000 \$5,000,000 excess of \$5,000,000
City of West Wendover	July 1, 1991 July 1, 1995 July 1, 2001	\$2,000,000 excess of \$2,000,000 \$1,000,000 excess of \$4,000,000 \$5,000,000 excess of \$5,000,000
West Wendover Recreation District	July 1, 2004	\$8,000,000 excess of \$2,000,000
Western Nevada Development District	November 1, 2003	\$8,000,000 excess of \$2,000,000
Western Nevada Regional Youth Center	December 1, 1999	\$8,000,000 excess of \$2,000,000
White Pine County	July 1, 1998 July 1, 1999	\$1,000,000 excess of \$2,000,000 \$7,000,000 excess of \$3,000,000
White Pine County Fire Protection District	October 1, 2008	\$8,000,000 excess of \$2,000,000
White Pine County School District	July 1, 1986 July 1, 2001	\$1,000,000 excess of \$2,000,000 \$7,000,000 excess of \$3,000,000
White Pine County Tourism & Recreation Board DBA Bristlecone Convention Center	December 8, 2004	\$8,000,000 excess of \$2,000,000
City of Winnemucca	July 1, 1998 July 1, 1999 July 1, 2000	\$1,000,000 excess of \$2,000,000 \$2,000,000 excess of \$3,000,000 \$5,000,000 excess of \$5,000,000
City of Yerington	July 1, 1998 July 1, 1999 July 1, 2000	\$1,000,000 excess of \$2,000,000 \$2,000,000 excess of \$3,000,000 \$5,000,000 excess of \$5,000,000

**POOL DECLARATIONS PAGE**  
**Attachment D**

It is agreed to provide coverage for Elko County, City of Yerington, Washoe County Water Conservation District, Mineral County, Nye County, Town of Fernley and Lander County in respect of an **Event** other than a **Wrongful Act**.

Reporting Period: 12 months from July 1, 2015

Retroactive Date: Waived as respects Elko County  
Waived as respects City of Fernley  
Waived as respects City of Yerington  
Waived as respects Washoe County Water Conservation District  
Waived as respects Mineral County except Walker  
Lake Water District is October 24, 1997  
Waived as respects Lander County  
Waived as respect Nye County

- 1) Except as otherwise provided by the terms of this Attachment D, the coverage afforded shall be subject to the coverage(s) afforded, any limitation(s) or extension(s) of such coverage(s), exclusions, definitions, coverage periods, limits of liability and conditions of Section VI of this Coverage Form NPAIP 201516. The coverage provided by this Attachment D is subject to the following provisions:

- (A) The injury or damage taking place on or after the Retroactive Date shown above but before

July 1, 1995 as respects Elko County  
July 1, 1995 as respects City of Fernley  
July 1, 1995 as respects City of Yerington  
January 1, 1995 as respects Washoe County Water Conservation District  
January 22, 1995 as respects Mineral County and October 24, 1997 as respects Walker Lake Water District (a part of Mineral County)  
July 1, 1994 as respects Lander County  
July 31, 1992 as respects Nye County

- (B) The claim or suit must first be made against an insured during the Reporting period stated above; however, if a claim is made prior to July 1, 2015 coverage under this endorsement shall not apply to any subsequent claim for damages resulting from the same cause, regardless of when subsequent claim is reported.

- (C) At July 1, 2015 the Named Assured or any person responsible for recording and reporting a claim or suit, had no knowledge of any claim or suit or of any occurrence which might reasonably have been expected to result in a claim or suit.

- 2) This endorsement does not change the limits of liability stated in the Declarations of the policy, of which this Attachment D forms a part.

- 3) The following exclusion is added to the Coverage Form:

This Coverage Form does not apply to **Events** that occurred between the Retroactive Date (if any) listed above and before the dates listed in 1(A) and for which any other insurance policy would provide coverage were a claim under such coverage reported immediately in accordance with the requirements of such policy and valued within the policy limits.

**POOL DECLARATIONS PAGE**  
**Attachment D**

This Exclusion applies:

- (1) Regardless of whether or not such other policy actually is sufficient, collectible or its insurer is solvent; and
- (2) Regardless of whether or not such claim is actually reported to such Insurer.

ALL OTHER TERMS, CONDITIONS AND EXCEPTIONS REMAIN UNALTERED.

**POOL DECLARATIONS PAGE**  
**Attachment E**

Effective July 1, 2015 it is agreed that POOL extends coverage on a Replacement Cost basis with regard to the following vehicles and equipment:

<b>Boulder City</b>				
<b>Year</b>	<b>Make</b>	<b>Model/ Description</b>	<b>VIN#</b>	<b>Replacement Cost</b>
1983	FORD	3/4 T PUMPER UNIT	1FDJF37L6DPA76528	\$23,611
2002	DODGE	DURANGO 4X4 4 DOOR SUV	1B4HS48Z22F117602	\$20,151
2003	DODGE	DURANGO 4X4 4 DOOR SUV GEN HEAVY ATTACK/RESCUE	1D4HS48ZX3F523229	\$20,151
1997	INTERNATIONAL	FIRE PUMPER	1HTSEAAN4VH448943	\$391,795
1999	PIERCE	SABER CUSTOM MFG PUMPER	4P1CTOZU7XA001159	\$534,064
2006	PIERCE	QUANTUM COMMAND	4P1CU01H96A006010	\$660,611
2007	PIERCE	CBRNE RESPONSE VEHICLE	4P1CU01S27A007383	\$572,000
1998	CHEVROLET	BLAZER 2.27 UTIL TRUCK 4WD E-450 SUPER DUTY WHEELED	1GNDT13W2WK214815	\$11,800
2005	FORD	COACH AMBULANCE	1FDXE45P65HB49515	\$171,917
2000	IHC	NORTHSTAR 546 RESCUE	1HTSLAAM61H377879	\$293,634
2012	Northstar	Ambulance GMC G4500 1545-3	1gd675cl6c1126690	\$174,690
2012	Northstar	Ambulance GMC G4500 1544-3	1gd675cl6c1125023	\$174,690

<b>Caliente</b>				
<b>Year</b>	<b>Make</b>	<b>Model/ Description</b>	<b>VIN#</b>	<b>Replacement Cost</b>
2001	FORD	F30 - FIRETRUCK	1FDWX37F61EC00656	\$40,000
1990	Spartan	Fire Truck	4S7BT9H08LC002678	\$200,000
1999	FRHT	Fire Truck	1FV6JJCXXHA44889	\$170,000

<b>Carlin</b>				
<b>Year</b>	<b>Make</b>	<b>Model/ Description</b>	<b>VIN#</b>	<b>Replacement Cost</b>
1995	Pierce	Pumper Truck	4RICT02D1SA000485	\$380,000
1999	Pierce	SABER	4P1CT02U2XA001S40	\$380,000
1999	Freightliner	Ultramedic Ambulance	1FV3GJCC8YHB56098	\$260,000
2009	Freightliner	Ambulance	1FVACWBSX9HAF8616	\$260,000
2003	Ford	F550	1FDAWS7P53ED50195	\$200,000

<b>Carson CSD</b>				
<b>Year</b>	<b>Make</b>	<b>Model/ Description</b>	<b>VIN#</b>	<b>Replacement Cost</b>
2007	INTERNATIONAL	ICRESB TRANSIT	4DRBWAAN37A368373	\$86,668
2008	INTERNATIONAL	BUS	4DRBUAAN58B636275	\$97,534
2009	CESB	BUS	4DRBUAAM29B045368	\$88,144
2009	CESB	BUS	4DRBUAAN49B045369	\$88,144
2009	CESB	BUS	4DRBUAAN09B108029	\$97,562
2009	CESB	BUS	4DRBWAAN69A108035	\$104,043

**POOL DECLARATIONS PAGE**  
**Attachment E**

Effective July 1, 2015 it is agreed that POOL extends coverage on a Replacement Cost basis with regard to the following vehicles and equipment:

2012	CESB	BUS	4DRBUAAN9CB402276	\$99,000
------	------	-----	-------------------	----------

**Churchill County**

Year	Make	Model/ Description	VIN#	Replacement Cost
1988	INTERNATIONAL	PUMPER	1HTLFTYNJH587676	\$250,703
2006	INTERNATIONAL	WESTATES	1HTWEAZR87J376875	\$350,000
2006	INTERNATIONAL	WESTATES	1HTWEAZRX7J376876	\$350,000
1994	DARLEY	AERIAL	4SYAT9D02C014136	\$857,826
1994	DARLEY	PUMPER	4SYAT9D04SC014137	\$764,114
2000	FREIGHTLINER	FL80	1FVXJLCB4YHG72836	\$150,000
2010	KENWORTH	TANKER	2NKHLN9XXAM261971	\$142,165
2010	KENWORTH	TANKER	2NKHLN9X1AM261972	\$142,165

**Elko, City of**

Year	Make	Model/ Description	VIN#	Replacement Cost
1990	PIERCE	AERIAL PUMPER	4P1CT02H4LA000578	\$834,885
1996	E-ONE	TITAN PUMPER	4ENDAAA81S1005035	\$824,226
1997	E-ONE	CYCLONE II PUMPER	4ENFAAA84W1008445	\$520,112
2001	FORD	E-ONE FIRE TRUCK	1FDAF57F31ED48658	\$341,012
2006	PIERCE	FIRE TRUCK	4P1CE01T26A006660	\$590,164
2007	OSHKOSH	TITAN STRIKER 1500	10TBKAK167S095463	\$934,324
2008	INTERNATIONAL	URBAN INTERFACE FIRE TRK	1HTWEAZR68J555949	\$440,159
2007	HME	AERIAL FIRE TRUCK	44KFT64827WZ21156	\$1,048,308
2011	LDV	BOMB DISPOSAL TRUCK	1FVACWU00BDAZ7277	\$449,868
2014	INTERNATIONAL	7400 DUMP TRUCK	3HAWDAZR2FL540477	\$102,000
2000	PACE AMERICAN	CO8514TA2 TRAILER	4P2WB1424YU025516	\$42,928
2000	UTILITY	TRENCH RESCUE TRAILER	4P5CH20Z6Y2000688	\$48,867
2006	SCOTTY	FIRE SAFE HOUSE TRAILER	1SSTT35T8711SS110	\$35,323
2000	PACE	HAZMAT TRAILER	4P2AB1424U046031	\$86,250

**Elko County**

Year	Make	Model/ Description	VIN#	Replacement Cost
2006	INTERNATIONAL	FIRE TRUCK	1HTWEAZN36J289283	\$310,000
2006	INTERNATIONAL	FIRE TRUCK	1HTWEAZN56J289284	\$310,000
2008	DODGE	AMBULANCE	3D6WG46A88G135158	\$156,084
2008	DODGE	AMBULANCE	3D6WG46AX8G135159	\$155,157
2008	DODGE	AMBULANCE	3D6WG46A68G135160	\$156,084
2009	DODGE	Ram 3500 Ambulance	3D6WG46L89G529083	\$157,484
2008	Sterling	Crew Cab Fire Truck	3F6WK78A68G351139	\$125,000
2013	INTERNATIONAL	7000 FIRE TRUCK	1HTWEAZR2DJ622251	\$310,000
2015	INTERNATIONAL	7400	1HTWEAZR9FH140225	\$310,000
2015	INTERNATIONAL	7400	1HTWEAZR7FH140224	\$310,000

**POOL DECLARATIONS PAGE**  
**Attachment E**

Effective July 1, 2015 it is agreed that POOL extends coverage on a Replacement Cost basis with regard to the following vehicles and equipment:

2008	FORD	TYPE-6 ENG.	1FDWX37R88EC93815	\$125,000
------	------	-------------	-------------------	-----------

**Ely, City of**

Year	Make	Model/ Description	VIN#	Replacement Cost
1985	PIERCE	E-1 ARROW PUMPER TK	1P9CAON4GA040139	\$479,104
1988	INTERNATIONAL	DUMP TRUCK	1HTGGAETXVH498139	\$84,000
1988	INTERNATIONAL	DUMP TRUCK	1HTGGAET6WH498138	\$84,000
1998	HME	PUMPER TRUCK R1	44KFT4283WW218689	\$433,188
2003	FORD	F-350 CREW CAB	1FTSW31P539C03154	\$101,304
1995	FREIGHTLINER	FDL 120 - DUMP TRUCK	1FUYDSYB9SP706296	\$100,000
1995	FREIGHTLINER	DUMP TRUCK	1FUYDSYB0SP706297	\$100,000
2000	FORD	F 350 SERVICE TRUCK	1FDSF35S5YEA06129	\$56,850
2007	FORD	F650 DUMP TRUCK	3FRNF65E87V515702	\$52,000
2004	CAMP OUT	HAZMAT TRAILER	4RACS25264K004087	\$10,000
1995	Charmac Cargo	HAZMAT TRAILER	1C9C16205S1212118	\$10,000
2008	CENTRAL STATES	LADDER TRUCK	4S7AU2J999C065876	\$451,000
1997	FREIGHTLINER	BRUSH TRUCK	1FV2HLBA4VH736543	\$50,000
1999	FREIGHTLINER	AMBULANCE	1FV3GFBC2YHA66864	\$80,000
1995	JOHNSON	SWEEPER TRUCK	NVA87976	\$150,000
1997	ELGIN on Ford Chassis	Sweeper/Vacuum	1FDXH81C2VVA42688	\$200,000

**Esmeralda County**

Year	Make	Model/ Description	VIN#	Replacement Cost
2005	FIRE TRUCK		1HTWKA8R75H127455	\$401,078
1940	FORD	FIRE TRUCK	997292863	\$10,000
2011	FORD	F350 AMBULANCE	1FDRF3HT7BEB53806	\$85,500
2012	FORD	F450 AMBULANCE	1FDUF4GT3CEC34630	\$161,911
2004	FORD	F450 AMBULANCE	1FDXE45P848B24260	\$147,403
2004	FORD	F450 AMBULANCE	1FDXE45P55HA02635	\$127,701

**Eureka County**

Year	Make	Model/ Description	VIN#	Replacement Cost
1985	Seagrave	HD50HD	1F9EV28H8FCST1154	\$103,798
1998	International	4x4 Fire Truck	1HTSEAAN1WH541677	\$275,587
1998	International	4x4 Fire Truck	1HTSEAANXWH541676	\$258,746
1998	International	4x4 Fire Truck	1HTSEAAN3WH522502	\$245,274
2001	Freightliner	Fire Truck	1FDBTBV81HJ37376	\$273,405
2002	International	Fire Truck	1FVKBXBS62H54344	\$105,900
1994	International	NAVISTAR FIRE TRUCK	1HTSEPPN9RH544583	\$104,998
1990	Ford	Modular Ambulance	M1LHB74319	\$124,940

**POOL DECLARATIONS PAGE**  
**Attachment E**

Effective July 1, 2015 it is agreed that POOL extends coverage on a Replacement Cost basis with regard to the following vehicles and equipment:

1986	Chevrolet	Rescue Truck	M1GJ134473	\$154,576
1996	Chevrolet	Ambulance	1GBJK34FSTE222480	\$78,695
2000	Ford	F350 Ambulance	1FDWF36F7YED43355	\$142,433
2004	International	4400 Model SBA Ambulance	1HTMRAAM84H601486	\$176,667
2006	Ford	F350 Ambulance	1FDWF37P77EA42526	\$142,632
2008	FORD	F550 4x4 4 dr	1FDAW57R98EC14774	\$112,463
1991	IHC	4900 4 DR ENGINE	1HBTSDPBR0MH367...	\$422,471
2008	FORD	F550 4x4 4Dr	1FDAW57R58EC14773	\$101,306
2008	North Star	Ambulance	1FDWF37R28EC99564	\$127,595
2012	Chevrolet	AMBULANCE	1GB3K0CL7CF162825	\$140,785
2009	GMC	Service Truck	1GDE5C3989F403667	\$126,381
2007	Iti	Snow Plow	1HTWMAZR27J480927	\$143,382
2007	Kenworth	Truck Ext.	1XKWP4EX18R217099	\$115,956
2007	Kenworth	Truck Ext.	1XKWP4EX48R217100	\$115,956
2010	Kenworth	T370	2NKHLN9X6AM264494	\$148,365
2010	Kenworth	T371	2NKHLN9X8AM264495	\$148,365
2011	Kenworth	T8005H	1NKDL00X4BJ278529	\$211,923
2011	Peterbuilt	M367 TRACTORS	1XPTD40X0BD124754	\$123,746
2013	Peterbuilt	tractor	2XPTD40X4DM193749	\$134,756
2013	Peterbuilt	TRACTOR	2XPTD40X4DM193750	\$134,756

**Eureka CSD**

Year	Make	Model/ Description	VIN#	Replacement Cost
1997	FORD	BUS	1FDXB80CXWVAO7398	\$54,000
2006	THOMAS	BUS	1T88UR4C2061166175	\$73,000
2006	THOMAS	BUS	1T88U4C2261166176	\$73,000
2006	THOMAS	BUS	1T88U4C2461160177	\$73,000
2005	MCI	Coach Bus	1M8PMDMA95PO56662	\$285,000
2011	BLUEBIRD	BUS	1BABNCPA9BF275368	\$99,766
2012	BLUEBIRD	BUS	1BAKCCPA4CF285944	\$93,000
2012	BLUEBIRD	BUS	1BABNBXA5CF288520	\$130,758
2012	BLUEBIRD	BUS	1BABNBXA3CF282411	\$133,509
2013	BLUEBIRD	BUS	1BABNBXA3DF295242	\$129,870
2014	BLUEBIRD	BUS T3RE	1BABNBCAXFF306097	\$133,575

**Humboldt County**

Year	Make	Model/ Description	VIN#	Replacement Cost
1989	Peterbilt	Pumper Fire Truck	1XPCDB9X3KD272498	\$177,135
1995	International	Pumper Fire Truck	1HTSEAAN0SH203004	\$283,674
1995	International	Pumper Fire Truck	1HTSEAAN2SH203005	\$273,219
1997	Am.General	Hummer Fire Truck	137ZA8938VE177750	\$193,182
2002	International	4800 Fire Truck	1HTSEADN62H534603	\$316,615

**POOL DECLARATIONS PAGE**  
**Attachment E**

Effective July 1, 2015 it is agreed that POOL extends coverage on a Replacement Cost basis with regard to the following vehicles and equipment:

2002	International	4800 Fire Truck	1HTSEADN82H534604	\$315,168
2003	Peterbilt	Water Truck	2NPNLZ9X63M807883	\$180,483
2004	Ford Fire Truck	F550 1 1/2 T Brush Truck	1FDAW57P14EB59360	\$95,829
2008	Dodge	Ram Truck	3D6WD78A38G200506	\$91,408
2005	Freightliner	FL70 Fire Truck	1FVDBUDC95DU89459	\$163,000
2001	GMC	Med Con Truck	1GDP7H1C21J502324	\$178,552
1987	GMC	7000 Pumper Fire Tr	1GDM7D1G2HV537348	\$171,863
1968	Ford	1100gal Pumper Fire Tr	F60ERD34886	\$155,870
1975	Ford	2 Ton Pumper Fire Truck	F66FVX40043	\$139,530
1984	Chevrolet	250 gal Fire Truck	1GBHK34W1EV132454	\$71,506
1960	Ford	1500gal Pumper Fire Tr	F60COR-10276	\$167,567
1984	Ford	F700C&C Fire Truck	1FDNF77K6KVA56238	\$94,567
1977	International	IHC Fire Truck	D0622GHA24761	\$201,911
2002	Ford	Fire Truck	1FDAF57F02ED14663	\$48,000
2000	Sterling	Water Truck	2FWWHECA7AB68032	\$48,883
1995	Ford	F350 Rescue Ambulance/equip	1FTHF36F1SEA67579	\$130,293
2001	Ford	F350 Ambulance Van/equip	1FDWF36F21EB59026	\$153,257
2006	Ford	F450 Ambulance/Equipment	1FDXF47PO7EA922159	\$179,799
2008	Frieghtliner	AD170 Ambulance	1FVACWBSX9HAD5935	\$281,054
2013	International	Terrastarr SFA 4X2	1HTJSSKK0D4309471	\$168,444
2013	International	Terrastarr SFA 4X2	1HTJSSKK9D4309470	\$168,444
2011	International	Terrastarr SFA 4X2	1HTJSSKK0CJ377566	\$168,820
2010	Braun Freedom	Spartan Metro Star	2S7TM2B96AC072549	\$268,902
1999	Ford	F350 Superduty	1FDWF37F3XED33113	\$120,000
1999	Ford	E350 Rescue Ambulance/Equi	AFDWF36F0XEC78220	\$211,692
2008	Chevrolet	2wd Cutaway	1GBE4V1918F406225	\$76,260
2004	Chevrolet	Kodiak CC4500 Rescue Veh.	1GDE4C12X5F509508	\$211,636

**Incline Village GID**

Year	Make	Model/ Description	VIN#	Replacement Cost
1996	Peterbilt	Dump Truck (Model 357)	1XPAJA8X6TN412194	\$115,200
2001	Peterbilt	Dump Truck (Model 357)	1NPALT9X01D561573	\$156,900
2004	Freightliner	Vactor (Model 2110-J4)	1FVABXAK24HM12200	\$277,800
2006	Kenworth	T800B Dump Truck	1NKDL00X97R174210	\$156,900
2006	Great Lakes	Dump Trailer	1G9CD23346S139750	\$109,000
2011	International	Bus 36 Passenger	4DRAMAANXBA268619	\$92,288
2011	International	Bus 36 Passenger	4DRAMAANXBA268618	\$92,288
2009	International	Vactor Truck (Model 2112-J)	1HTWXSBTX9J073542	\$354,196

**Lander County**

Year	Make	Model/ Description	VIN#	Replacement Cost
1973	OLDSMOBILE	AMBULANCE	3W60T3M363360	\$70,019

**POOL DECLARATIONS PAGE**  
**Attachment E**

Effective July 1, 2015 it is agreed that POOL extends coverage on a Replacement Cost basis with regard to the following vehicles and equipment:

1989	CHEVROLET	AMBULANCE	1GBJR34W9KF303891	\$116,633
1995	CHEVROLET	AMBULANCE	1GBJK34FXSE264741	\$133,722
1986	FORD	AMBULANCE	1FDKE30L8GHA34376	\$133,470
1996	KENWORTH	TRACTOR	1XKWDB9X2VR736410	\$68,500
1979	PETERBUILT	WATERTRUCK	116222P	\$37,500
1981	KENWORTH		S195107	\$29,500
1989	INTERNATIONAL	DUMP TRUCK	1HTGGGRR4LH238334	\$69,470
1997	INTERNATIONAL	SANDER	1HTGGAXR4WH538010	\$98,737
2000	FORD	SAND/PLOW TRUCK	1FDAF57F6YEE27963	\$44,915
1984	CHEVROLET	FIRE TRUCK	2GBJK34W0EV109619	\$67,409
1990	GMC	FIRE PUMPER TRUCK	1GDP7D1YXLV509554	\$288,497
2013	FORD	F550 FIRE TRUCK	1FDOW5HT3DEA25134	\$232,699
1981	PIERCE	FIRE TRUCK	1GBJ7D2E2BV138293	\$370,871
1992	INTERNATIONAL	AMBULANCE	1HTSDNSM3NH403637	\$156,660
1998	FORD	AMBULANCE	1FDWE30F0WHA14522	\$74,900
2008	FORD	AMBULANCE	1FDWF37R38EB01834	\$178,627
2008	FORD	AMBULANCE	1FDWF37R68EB86930	\$178,627
1979	PETERBUILT	TRACTOR	110508P	\$46,000
1979	PETERBUILT	TRACTOR	N126852P	\$37,500
1983	PETERBUILT	TRACTOR	1XP9D29X6DN157384	\$18,000
1983	PETERBUILT	TRACTOR	1XP9D29XODP157479	\$18,000
2002	KENWORTH	TRACTOR	1XKWDB9X32R894850	\$77,652
1988	INTERNATIONAL	DUMP TRUCK	1HTZPGRR5KH641505	\$69,296
1991	GMC	PICKUP	1GDHC34J2ME525533	\$5,585
1990	INTERNATIONAL	DUMP TRUCK	1HTGGGRR6LH238335	\$85,740
1996	KENWORTH	DUMP TRUCK	1NKWLB9XXTS711192	\$28,000
1996	KENWORTH	TRACTOR	1XKWDB9X8TS711193	\$28,000
1979	PETERBUILT	TRACTOR	11508P	\$46,000
1997	FORD	4X2 SERVICE TRUCK	3FELF47FXVMA12388	\$62,575
1992	INTERNATIONAL	DUMP TRUCK	1HTGGCPT2NH446092	\$33,400
2004	CHEVROLET	2500 (Bugman)	1GCHK29214E271221	\$13,500
2003	CHEVROLET	C4500 DUMP TRUCK	1GBC4E1E83F503161	\$17,000
2011	SPARTAN	FIRETRUCK W/PUMP APP	4S7CT2B95AC071933	\$334,750
1935	FORD	FIRE ENGINE	BB181835578	\$10,000
1960	SEAGRAVE	FIRE TRUCK	L3530	\$19,000
1962	LAFRANCE	FIRE TRUCK	718752	\$253,055
1971	INTERNATIONAL	FIRE TRUCK	228902G432591	\$269,587
1982	GMC	FIRE TRUCK	1GBHK34W2BZ145864	\$226,088
1989		FIRE TRUCK	1FDYD8OU5KVA28760	\$368,616
1996	FORD	UTILITY TRUCK	1FDKF38FSTEB25256	\$72,662
1996	FORD	WATER TRUCK	1FDYS96T4VA23139	\$317,474
1987	FORD	AMBULANCE	1FDKF3717HKB12930	\$51,000
2003	INTERNATIONAL	FIRE TRUCK	1HTWEAAN43J055225	\$155,834
2003	WALTON	UTILITY DUMP TRAILER	1W9TE122431284527	\$10,500

**POOL DECLARATIONS PAGE**  
**Attachment E**

Effective July 1, 2015 it is agreed that POOL extends coverage on a Replacement Cost basis with regard to the following vehicles and equipment:

1996	INTERNATIONAL	FERRERA	1HTSDADR9TH367063	\$293,297
2015	NORTH STAR	AMBULANCE	1FDUF4GT2FEA83767	\$153,168

**Lander CSD**

Year	Make	Model/ Description	VIN#	Replacement Cost
2000	GMC	Bus	1GDM7T1C7YJ525095	\$29,900
1999	Bluebird	Bus	1BABMC7AXXF084598	\$32,600
1998	Bluebird	Bus	1BAANCSA6WF081308	\$74,000
2000	Bluebird	8400S Bus	1BABNCPA6YF093071	\$72,767
2000	Bluebird	8400S Bus	1BABNCPA4YF092890	\$72,767
2005	Bluebird	Bus	1BABNCKA35F226694	\$75,630
2011	Bluebird	Bus	1BABNCPA3BF275494	\$99,766

**Lincoln County**

Year	Make	Model/ Description	VIN#	Replacement Cost
1979	Chevrolet	Fire Truck	C17DE9V117322	\$315,000
2012	FORD	F550	1FD0W5HT9CEA29641	\$160,000
2002	Ford	F450 4 x4	1FDXW47F32ED28125	\$160,000
2007	American	Freight Liner	1FVACYDJ17HY51155	\$365,000
2004	Ford	F-350 Marque	1FDWF37P34EC51810	\$141,903
2005	Ford	Marque Ambulance	1FDWF37P65EC72037	\$135,208
2011	Ford	F-350 4x4 Wheeled Coach	1FDRF3HT9BEA38785	\$175,000

**Lovelock, City of**

Year	Make	Model/ Description	VIN#	Replacement Cost
2002	HME	Mdl 1871-P2 Fire Truck	44KFT64842WZ19868	\$505,767
1981	Ford	Fire Truck	1FDXC80K7BVJ04182	\$314,865
1952	AMCN	Fire Truck at Museum	F5279	\$200,000
1961	Ford	American LaFrance	F85QU121126	\$245,800
1958	Chevrolet	Ladder Truck	4B580114123	\$100,000

**Mesquite, City of**

Year	Make	Model/ Description	VIN#	Replacement Cost
2003	Sterling Elgin	SC800 Street Sweeper	49HAADBY33DK21038	\$154,000
1995	Freightliner	FL80 Fire Truck	1FV6JLCB1SL557124	\$230,000
1999	Emergency One	Fire Truck	4EN3ABA87X1009390	\$402,000
2004	Ford Winnebago	Command Motor Home	1F6MF53S740A06056	\$127,000
2003	Ford	F550 Squad	1FDAW57P33ED07619	\$200,000
2004	Chevrolet	Ambulance	1GBE5C1124F509501	\$158,000
2007	Spartan	GA47L-3164 Ladder Truck	4S7AW2P917C056071	\$720,000
2007	Chevrolet	T7500 Sweeper	1GBM7F1337415091	\$160,000

**POOL DECLARATIONS PAGE**  
**Attachment E**

Effective July 1, 2015 it is agreed that POOL extends coverage on a Replacement Cost basis with regard to the following vehicles and equipment:

2008	Freightliner	Ambulance	1FVACWDK988237988	\$210,000
2007	Pierce	Ladder Truck	4P1CU01S97A007235	\$650,000
2009	Freightliner	M2106 Ambulance	1FVACWDK69HAK2911	\$230,000
2003	International	AV Fuel	3HTMPAFN23B583613	\$100,000
1999	Sterling	L7599 Vactor	2FZHRJBB2XAA73372	\$182,976
2009	International	MRAP	1HTWEAZR69J060782	\$689,000

**Mineral County**

Year	Make	Model/ Description	VIN#	Replacement Cost
1982	Ford	Darley Fire Truck	1FDXC80K0CVA20175	\$330,772
1989	Ford	Mini Pumper	1fdkf38g8kka76465	\$112,715
1998	GMC	FERRA Fire Truck	1gdp7h1j6wj508715	\$377,900
1990	FMC	Fire Truck	1FDXK84A6LYA45622	\$330,536
2007	Kenworth	Fire Truck	2NKMHN8X88M218936	\$374,700
1966	Ford	Fire Truck	f85lua14397	\$18,750
1991	Ford	F350 Ambulance	1FDJE34MHA79320	\$75,839
2001	Ford	Ambulance	1FDSE35F62HA36042	\$140,392
2002	Ford	Ambulance	1FDSE35F52HA36047	\$144,256
2003	Ford	E-350 Ambulance	1FDWE35F23HB23715	\$114,929
2012	Mercedes	Ambulance	WD3PE7CC9C5697796	\$122,500

**North Lake Tahoe FPD**

Year	Make	Model/ Description	VIN#	Replacement Cost
1999	FORD	F550	1FDAW57F1XEE78166	\$42,400
1995	INTERNATIONAL	FIRE TRUCK	1HTSEAAN5TH241619	\$290,535
1998	KME	FIRE TRUCK	1K9AF4487WN058734	\$433,976
1998	KME	FIRE TRUCK	1K9AF4487XN058878	\$433,976
2000	KME	CUSTOM PUMPER	1K9AF4480YN058058	\$433,976
2000	KME	QUINT AERIAL	1K9AF6684YN058170	\$649,632
1999	AMERICAN	TOWER TRUCK	16MGF3715YDO27740	\$201,400
2008	INTERNATIONAL	PUMPER	1HTWEAZR68J572301	\$282,250
2008	INTERNATIONAL	PUMPER	1HTWEAZR48J572300	\$282,250
2000	KME	RESCUE TRUCK	1K9AF4480YN058173	\$501,236
2003	FORD	AMBULANCE	1FDXE45F93HB48038	\$150,523
2005	FORD	AMBULANCE	1FDWF37P65EB32540	\$149,592
2006	FORD	AMBULANCE	1FDWF37P968B58695	\$149,592
2009	FORD	F350 AMBULANCE	1FDWF37RX9EA02218	\$149,592
2014	Rosenbauer Motors	Fire Truck	54F2EB611EWM10819	\$505,356
2014	Rosenbauer Motors	Fire Truck	54F2EB611EWM10818	\$505,356

**POOL DECLARATIONS PAGE**  
**Attachment E**

Effective July 1, 2015 it is agreed that POOL extends coverage on a Replacement Cost basis with regard to the following vehicles and equipment:

**Nye County**

Year	Make	Model/ Description	VIN#	Replacement Cost
2005	KENWORTH	t300	2NKMHD8X45M099417	\$370,879
2005	KENWORTH	2005 KENWORTH FIRE TRUCK	2NKMHD8X95M099414	\$306,925
2004	KENWORTH	T30	2NKMHD8X45M094752	\$325,561
2004	KENWORTH	T30	2NKMHD8X65M094754	\$372,008
2004	KENWORTH	T30	2NKMHD8X45M097165	\$434,506
2004	KENWORTH	T30	2NKMHD8X85M096245	\$349,856
2005	FORD	FORD F550 XL SUPER DUTY	1FDAW56P65EA78910	\$255,988
2000	FORD	AMBULANCE	1FDWE35F1YHB35670	\$100,000
2007	FORD	1655 D UTILITY TRUCK	1FDXF47P67EB27965	\$96,803
2000	FRHT	F60	1FV3GFBC3YHA70860	\$202,288
2007	PETERBILT	CONVENTION	1NPTL00X98D747224	\$187,863
2007	PETERBILT	CONVENTION	1XP5DBOX37D686152	\$113,000
2007	PETERBILT	CONVENTION	1XP5DBOX17D733632	\$113,000

**Pahrump, Town of**

Year	Make	Model/ Description	VIN#	Replacement Cost
1991	MACK	AERIALSCOPE TRUCK	1M2A156C8MM001438	\$398,698
2004	AMLAF	PUMPER	4Z3HAACK85RN95285	\$405,486
2004	AMLAF	PUMPER	4Z3HAACK85RN95286	\$405,486
2007	STERLING	WATER TENDER W/ CHASSIS	2FZHAZCG67AY50004	\$221,000
1998	REFURBISHED)	QUANTUM FIRE PUMPER #1	4P1CT02S8WA000843	\$550,000
2008	INTERNATIONAL	FIRE TRUCK - #7400	1HTWEAZN48J654864	\$201,427
2008	STERLING	FIRE TRUCK	2FZHAZCK28AZ95093	\$251,664
2008	STERLING	FIRE TRUCK	2FZHAZCK28AZ95092	\$229,894
1989	E ONE ENGINE	FIRE TRUCK	46JDBAA86K100279	\$394,975
1988	GMC	RESCUE 15	1GDP9C1J8JV603355	\$260,992
2011	CHEV	AMBULANCE CC31403	1GB3C0CL4BF243244	\$137,658
2011	CHEV	AMBULANCE CC31403	1GB3C0CL6BF243147	\$137,658
2008	DODGE	RAM AMBULANCE	3D6WG48AB8G135161	\$167,126
2008	DODGE	RAM AMBULANCE	3D6WG46AZ8G135162	\$167,126
2008	DODGE	RAM 3500 AMBULANCE	3D6WG46A38G204970	\$167,127
2008	DODGE	RAM 3500 AMBULANCE	3D6WG46A58G204971	\$167,127
1983	WHITE	ARFF ENGINE	1WXDAHVR1DN056724	\$636,087
2004	FORD	AMBULANCE	1FDWF36P45EA79614	\$131,158
2012	CHEV	AMBULANCE	1GB3COCL3CF162446	\$134,500
1998	PIERCE	QUANTUM FIRE PUMPER	4P1CT02S8XA001606	\$550,000
2003	FORD	ATTACK 1	1FDAF5733EC03261	\$116,668
2003	FORD	ATTACK 2	1FDAF57P33EC03262	\$116,668

**POOL DECLARATIONS PAGE**  
**Attachment E**

Effective July 1, 2015 it is agreed that POOL extends coverage on a Replacement Cost basis with regard to the following vehicles and equipment:

**Pershing County**

Year	Make	Model/ Description	VIN#	Replacement Cost
1981	Duplex	Grumman 1000 gal Fire Tr.	31538116367FC	\$289,593
1976	Freightliner	Fire Truck	CA213HL122782	\$178,807
1995	International	4800 Fire Truck	1HTSEAARXSH639622	\$250,000
1970	Ford Howe	Fire Truck F850 1000 gal	L85LUG63784	\$260,842
2002	HME	Fire Truck Model 1871-P2	44KFT64882WZ19869	\$497,199
1990	Peterbilt	4000 gal Tank Truck	1XP5D29X2KD283081	\$294,379
1990	International	Grumman 2000 gal Fire Tr.	1HTCGJUT9LH261219	\$413,424
1997	Ford F350	Rescue Utility Truck	1FDKF38F3VEC40733	\$254,165
1928	Ford	Model A Firetruck - Museum	FR4883T	\$20,000
1956	Cadillac	Ambulance/equipment - Museum	5686099656	\$10,000
1951	Ford	LaFrance - Museum	F2579	\$10,000
1980	International	Pumper Truck	AA172KHA20107	\$247,442
		La France Fire Truck		
1961	American	TRANS/CITY	F85QU121126	\$361,814
1995	Ford	Pumper Fire Truck - F350	1FDKF38FOSNB36647	\$68,035
1984	Ford F250	Rescue 4x4 Utility Truck	1FTEF26F2EPB10087	\$90,914
1995	Ford F350	Ambulance/equipment	1FDKE37F2SNB09547	\$125,591
2000	Ford	Coach Ambulance/equipment	1FDWF36FOYED15915	\$134,786
2008	Ford	Coach Ambulance/equipment	1FDWF36R98EC45003	\$135,286
2015	Chevy	Silverado Ambulance	1GB3CZC80FF509882	\$137,200

**Round Mountain, Town of**

Year	Make	Model/ Description	VIN#	Replacement Cost
2008	Ford	F555 Super Duty Fire Truck 4X4	1FDAW57R08EE13101	\$78,559

**Sierra Fire Protection District**

Year	Make	Model/ Description	VIN#	Replacement Cost
2005	Chevrolet	Tahoe	1GNEK13V14J225550	\$65,000
2009	Chevrolet	Silverado	1GCHK59669E118684	\$65,000
2004	Ford	F250	1FTNX21P94EB76823	\$65,000
1998	International	4800	1HTSEAAN8WH522883	\$55,000
1998	International	4800	1HTSEAAN1XH650643	\$55,000
1999	Ford	F-250	1FTNX21L2XEE33502	\$65,000
2001	Chevrolet	Suburban	3GNGK26U91G217307	\$65,000
2001	Chevrolet	Suburban	3GNGK26GX1G263559	\$65,000
2007	Chevrolet	Tahoe	1GNFK13007J330707	\$65,000
2007	Chevrolet	Tahoe	1GNFK13007J253563	\$65,000
2008	Chevrolet	Tahoe	1GNFK13098R144750	\$65,000
2006	Ford	F250 Super D	1FTSX21546ED89912	\$650,000

**POOL DECLARATIONS PAGE**  
**Attachment E**

Effective July 1, 2015 it is agreed that POOL extends coverage on a Replacement Cost basis with regard to the following vehicles and equipment:

2001	Ford	F450	1FDX47F51ED80175	\$45,000
1996	HME	1871	44KFT4280TWZ18192	\$650,000
1995	IHC	Type I	1HTSEAAR8SH627579	\$650,000
2005	Dodge	3500	3D7LS38C25G821276	\$45,000
2004	IHC	7400	1HTWEADN84J084093	\$400,000
1988	Spartan	Type I	1S9AT6LOXJC185787	\$650,000
1990	Chevrolet	3500	1GBHK34N5LE181080	\$45,000
2005	Dodge	3500	3D7LS38C05G821275	\$45,000
1996	IHC	4800	1HTSEAN0TH369332	\$400,000
1996	IHC	4800	1HTSEAN4TH369334	\$400,000
1996	IHC	4800	1HTSEAN9TH369331	\$400,000
1996	HME	1871	44KFT4289TWZ18191	\$650,000
1996	HME	1871	44KFT4287TWZ18190	\$650,000
1997	IHC	4800	1HTSEAN7VH498140	\$400,000
2004	IHC	7400	1HTWEADNX4J084094	\$400,000
2004	IHC	7400	1HTWEADN64J084092	\$400,000
2008	Pierce	Dash	4P1CD01E58A008264	\$650,000
2008	Pierce	Dash	4P1CD01E38A008263	\$650,000
2005	Ford	550	1FDAW57P25EA58495	\$45,000
1994	Chevrolet	3500	1GBKC34N6RJ108643	\$150,000
1996	GMC	K-3500	1GTHK34N7PE509746	\$300,000
2004	Ford	F-450	1FDAW57P45EA25055	\$300,000
1980	Peterbilt	359K	136026KP	\$350,000
2003	International	4800	1HTSDADR2YH312848	\$350,000
2006	International	5900I	1HTXRSBT56J341696	\$350,000
2006	International	5900I	1HTXRSBT16J341694	\$350,000
1997	Ford	F350	1FDK37F1VVEA00372	\$25,000

**Storey County**

Year	Make	Model/ Description	VIN#	Replacement Cost
1992	Freightliner	6x6 3500 gal Water Tender	1FUCMZYBGPP521150	\$65,000
1982	E-One 55'	Telesquirt	1PGBD5JD06RHA1032	\$197,000
1996	HME	Fire Engine Pumper	44KFT4285TWZ18298	\$295,000
2002	IHC	Brush Engine	1HTSEADR22H554351	\$287,548
2002	IHC	Brush Engine	1HTSEADR42H554349	\$296,827
1991	Spartan	Fire Engine	4S7RT9BO5NC004713	\$290,000
2002	IHC	Brush Engine	1HTSEADR02H554350	\$298,526
2002	IHC	Brush Engine	1HTSEADR22H554348	\$304,556
2014	International	7400 SFA 4x4 Brush Truck	1HTWEAAR1EH778558	\$130,000
2006	Ford	F350 Ambulance	1FDWF37P66ED53461	\$127,700
2006	Ford	F350 Ambulance	1FDWF37P86ED53462	\$127,600
2006	Ford	F350 Ambulance	1FDWF37PX6ED53463	\$127,600
2006	Ford	F350 Ambulance	1FDWF37P16ED53464	\$86,200

**POOL DECLARATIONS PAGE**  
**Attachment E**

Effective July 1, 2015 it is agreed that POOL extends coverage on a Replacement Cost basis with regard to the following vehicles and equipment:

2003	Pierce Saber	Heavy Duty Rescue Truck	4P1CT02M13A003225	\$462,949
2002	Chevrolet	Ambulance	1GBJK34G32F158568	\$124,646
2015	Dodge	RAM Ambulance Chasis	3C7WRLBL5FG567272	\$46,200
2015	Dodge	RAM Ambulance Chasis	3C7WRLBL7FG567273	\$46,200
2015	Dodge	RAM Ambulance Chasis	3C7WRLBL1FG569584	\$46,200
2015	International	ElginStreet Sweeper	1HTMMAAN9FH688308	\$242,900

**Tahoe Douglas FPD**

Year	Make	Model/ Description	VIN#	Replacement Cost
1998	Ford	EXPLORER	1FMZU35P4WZB78304	\$36,866
2000	Ford	EXPLORER	1FMZU83P5YZC27786	\$29,817
1992	Seagrave	WATER TRUCK	1F9HU28RXNCST2166	\$300,000
1996	Seagrave	JD50DH	1F9EW28J3TCST2076	\$453,045
1997	International	BRUSH	1HTSEAAN3W4480204	\$327,700
2000	HME	PUMPER	44KFT4486WWZ18912	\$525,921
2004	Seagrave	LADDER TRUCK	1F9F838T03CSTZ155	\$815,613
2006	Ferrara	INFERNO FIRE ENGINE	1F95147256H140365	\$515,674
2006	Ferrara	INFERNO FIRE ENGINE	1F95147276H140366	\$513,755
2010	Ferrara	FIRE ENGINE	1F9504721AH140813	\$465,612
2012	Navistar			
2012	Intnational	FIRE ENGINE	1HTWEAZRXDJ114061	\$280,000
2010	Ford	AMBULANCE	1FDWF3HR7AEB38177	\$100,000
2011	Ford	Ambulance	1FDRF3HT1BEB20333	\$100,000
1993	Ford	F350 4X4	2FTHF36G2PCB27603	\$45,907
2000	Ford	F350	3FTSF31S4YMA61613	\$39,216
2002	Ford	F350 PICKUP	1FTSF31S52EB98170	\$41,913

**Truckee Meadows FPD**

Year	Make	Model/ Description	VIN#	Replacement Cost
2013	CHEVROLET	SILVERADO 2500 4WD- CREW CAB W/CAMPER SHELL	1GC1KXC89DF202542	\$65,000
2013	CHEVROLET	SILVERADO 2500 4WD- EXT CAB WITH CAMPER SHELL	1GC2KXC89DZ308024	\$65,000
2014	CHEVROLET	SILVERADO 2500 4WD- CREW CAB W/CAMPER SHELL	1GC1KXC85EF147475	\$65,000
2014	CHEVROLET	SILVERADO 2500 4WD- CREW CAB W/CAMPER SHELL	1GC1KXC88EF146126	\$65,000
2014	CHEVROLET	SILVERADO 2500 4WD- CREW CAB W/CAMPER SHELL	1GC1KXC81EF148395	\$65,000
2014	CHEVROLET	SILVERADO 2500 4WD- CREW CAB W/CAMPER SHELL	1GC2KXC87EF150958	\$65,000
2015	CHEVROLET	SILVERADO 2500 4WD- CREW CAB W/CAMPER SHELL	1GC1KVE83FF519544	\$65,000
2015	CHEVROLET	SILVERADO 2500 4WD- CREW	1GC1KVE8XFF517712	\$65,000

**POOL DECLARATIONS PAGE**  
**Attachment E**

Effective July 1, 2015 it is agreed that POOL extends coverage on a Replacement Cost basis with regard to the following vehicles and equipment:

		CAB W/CAMPER SHELL		
		SILVERADO 2500 4WD- CREW		
2015	CHEVROLET	CAB W/CAMPER SHELL	1GC1KVE83FF528633	\$65,000
1996	FORD	F350 4X4	2FTHF36GITCA30676	\$45,000
2000	FORD	PICK UP	1FTNF21S5YEA48866	\$45,000
2003	FORD	F150 4X4 PICK UP	1FTRF18273NB85124	\$45,000
2003	FORD	F150 4X4 PICK UP	1FTRF18293NB85125	\$45,000
2003	CHEVROLET	SILVERADO 1500 4X4 PICK UP	1GCEK19TX3E324129	\$100,000
1988	FORD	TYPE III BRUSH	1FDMF60K02JVA37135	\$400,000
1985	FORD	F350 DIESEL 4X4 PATROL	1FDHF38LXFPB19624	\$45,000
2005	CHEVROLET	4X4 PICK UP 3500 PATROL	1GBJK33285F840923	\$45,000
2007	CHEVROLET	TAHOE	1GNFK13037J242637	\$55,000
2007	CHEVROLET	TAHOE	1GNFK13057J242638	\$55,000
2007	CHEVROLET	TAHOE	1GNFK13027R180598	\$55,000
2008	CHEVROLET	TAHOE	1GNFK130X8R160858	\$55,000
2008	CHEVROLET	TAHOE	1GNFK13008R162148	\$55,000
2008	CHEVROLET	IMPALA	2G1WT55K289246924	\$35,000
2003	GMC	YUKON	1GKEK13Z53J274491	\$45,000
	PIERCE			
	QUANTUM			
2003	PUMPER	TYPE I ENGINE	4P1CT02H33A003424	\$650,000
2004	INTERNATIONAL	7400 TYPE III BRUSH	1HTWEADR44J083784	\$400,000
2004	INTERNATIONAL	7400 TYPE III BRUSH	1HTWEADR64J083785	\$400,000
2004	INTERNATIONAL	7400 TYPE III BRUSH	1HTWEADR14J091034	\$400,000
2008	PIERCE ARROW	TYPE I ENGINE	4P1CA01H98A008528	\$650,000
2006	PIERCE PUMPER	TYPE I ENGINE	4P1CA01SX6A006408	\$650,000
2007	CHEVROLET	SILVERADO	1GCHK29DX7E139788	\$65,000
2006	FREIGHTLINER	WATER TENDER	1FVHALCG76DW52808	\$350,000
2006	FREIGHTLINER	WATER TENDER	1FVHALCG96DW52809	\$350,000
	INTERNATIONAL			
2006	PUMPER	TYPE III BRUSH	1HTWEAZR27J441039	\$400,000
	INTERNATIONAL			
2007	PUMPER	TYPE III BRUSH	1HTWEAZR97J441040	\$400,000
	PIERCE			
	QUANTUM			
2007	PUMPER	TYPE I ENGINE	4P1CU01H77A006945	\$650,000
	PIERCE			
	QUANTUM			
2007	PUMPER	TYPE I ENGINE	4P1CU01H97A006946	\$650,000
2007	DODGE	RAM 3500 PICK UP	3D6WH46D07G803038	\$55,000
2008	DODGE	5500 4X4	3D6WD76AX8G167586	\$45,000
2009	INTERNATIONAL	TYPE III BRUSH	1HTWEAZR49J688761	\$400,000
2013	PIERCE	ARROW-XT	4P1CA01E4EA014178	\$650,000
2013	Pierce	ARROW-XT	4P1CA01D4EA014179	\$650,000
2013	Pierce	Saber	4P1CS01A9EA014180	\$625,000
2014	PEIRCE	ARROW-XT	4P1CA01D4EA014424	\$650,000

**POOL DECLARATIONS PAGE**  
**Attachment E**

Effective July 1, 2015 it is agreed that POOL extends coverage on a Replacement Cost basis with regard to the following vehicles and equipment:

2011	HME	F550 RESCUE	1FD0W5HT1BEB91830	\$300,000
1989	FREIGHTLINER	WATER TENDER	1FVN29Y95KP366378	\$350,000
1996	HME PUMPER	TYPE I ENGINE	44KFT4289TWZ18174	\$650,000
1990	FREIGHTLINER	WATER TENDER	1FVNDSE93LF385955	\$350,000
	FREIGHTLINER			
1995	PUMPER	TYPE I ENGINE	IFV6HLCBXS656164	\$650,000
1997	INTERNATIONAL	TYPE III BRUSH	1HTSEANXTH361495	\$400,000
1997	FREIGHTLINER	HEAVY RESCUE	1FV2JLCB6VH714717	\$325,000
1997	HME PUMPER	TYPE I ENGINE	44KFT4283VWZ18562	\$650,000
1991	FREIGHTLINER	WATER TENDER	1FVNDSE96MP391444	\$350,000
	FREIGHTLINER			
1997	PUMPER	TYPE I ENGINE	1FV6JLCB1VH677142	\$650,000
1997	INTERNATIONAL	TYPE III BRUSH	1HTSEAN2VH498143	\$400,000
1996	INTERNATIONAL	TYPE III BRUSH	1HTSEAN8TH361494	\$400,000
1999	FORD	F350 4X4 PATROL	1FDSX35F7XEA92140	\$45,000
1999	FORD	F350 4X4 PATROL	1FDSX35F9XEA92138	\$45,000
1999	FORD	F350 4X4	1FDSX35F7XEA92137	\$45,000
1999	FORD	F350 4X4 - TOW BOAT	1FDSX35FOXEA92139	\$45,000
2005	INTERNATIONAL	TYPE III BRUSH	1HTWEAZR25J127520	\$400,000
1995	INTERNATIONAL	TYPE I ENGINE	1HTSEAA2SH659539	\$650,000
1980	INTERNATIONAL	TYPE III BRUSH	1HTAR1827BHB17591	\$400,000
	PIERCE			
2008	CONTENDER	TYPE I ENGINE	4P1CC01A28A008660	\$650,000
2008	DODGE	RAM 5500 4X4 PATROL	3D6WD78A48G159819	\$45,000
2008	DODGE	5500 4X4 PATROL	3D6WD78A08G159820	\$45,000
2009	PIERCE	WATER TENDER	2NKHNLN9X99M245594	\$350,000
1980	FORD	TYPE II ENGINE	D80UVHG7914	\$650,000
2008	DODGE	5500 4X4 RESUE/PATROL	3D6WD78A28G159821	\$300,000
	PIERCE			
2008	CONTENDER	TYPE I ENGINE	4P1CC01A48A008661	\$650,000
1996	INTERNATIONAL	TYPE II ENGINE	1HTSEAA2TH296094	\$650,000
1995	INTERNATIONAL	TYPE I ENGINE	1HTSEAA5SH627992	\$650,000
1983	FORD	PATROL	2FTUW35G3DCA83043	\$45,000
2005	INTERNATIONAL	TYPE III BRUSH	1HTWEAZR45J127521	\$400,000
1952	SEAGRAVES	Engine 33	46701H	\$650,000
		SILVERADO 2500 W/CAMPER		
2014	CHEVROLET	SHELL	1GC1KVC0EF164261	\$55,000
2003	SCOTTY	MOBILE FIRE SAFETY HOUSE	1SSTT35T2411SS809	\$80,000
2013	STEALTH	MCI TRAILER	4X4TSFB29DC010288	\$53,000
2014	HAULMARK	WELLS CARGO 26' TRAILER	575GB2425EH267661	\$21,000
2015	MIRAGE	XCEL 14' TRAILER	5M3BE1625F1061968	\$7,500
1997	LIBERTY	AM BRISTOL AIR TRAILER	1A9CF1320VA079139	\$125,000
1998	KRO BUILT	BOAT TRAILER	1K9BP1929VR53081	\$3,000
	WELLS CARGO	HAZ MAT TRAILER	UNAVAILABLE	\$7,000
1924	LaFrance	Museum Piece	owned by TMFPD	\$12,500

**POOL DECLARATIONS PAGE**  
**Attachment E**

Effective July 1, 2015 it is agreed that POOL extends coverage on a Replacement Cost basis with regard to the following vehicles and equipment:

2015	PIERCE	FREIGHTLINER TYPE III BRUSH	1FVDCYCY5FHGM9996	\$400,000
2015	PIERCE	FREIGHTLINER TYPE III BRUSH	1FVDCYCY5FHGM9997	\$400,000
2015	PIERCE	FREIGHTLINER TYPE III BRUSH	1FVDCYCY5FHGM9998	\$400,000

**Washoe Fire  
Suppression**

Year	Make	Model/ Description	VIN#	Replacement Cost
2004	Ford	Expedition, 4WD	1FMFU16L04LB54357	\$35,000
2000	Ford	F-550 Patrol Truck, 4WD	1FDAF57F2YEA28449	\$160,000
1992	Ford	F-350 Ambulance	1FDKF38M6NNA90535	\$125,263
2006	PIERCE	TENDER	1HTWGAZT16J184539	\$228,809
1983	Hendrickson	Structure Engine (Van Pelt)	11HFT4481DL216903	\$350,000
2005	International	BRUSH TRUCK MODEL 14	1HTWEAZR65J127519	\$218,000
2009	Kenworth	WATER TENDER	29KHLN9X59M245592	\$200,000
1988	FORD 300gal.	PATROL TRUCK/BRUSH	1FDMF60K4JVA37136	\$160,000
2010	Horton	Type 1 Ambulance	1FDAF4HR8AEA60105	\$160,000
2010	Polaris	Ranger-10, 6 x 6	4XAH76A5A4903246	\$21,000
2010	Interstate	Cargo Trailer	4RACS1426AN075070	\$5,450

**Wells**

Year	Make	Model/ Description	VIN#	Replacement Cost
1996	Ford	LT9000 Dump Truck	1FDZU90L4TVAO7854	\$88,004
1984	GMC	SP 7000	1GDL7D1G8EV536096	\$294,984
1996	Freightliner	FL80 Fire Truck w/ Equip	1FV6JLC3TL743877	\$411,550
1981	International		1HTLCZVM9KH633480	\$201,267

**West Wendover**

Year	Make	Model/ Description	VIN#	Replacement Cost
1990	DODGE	RAM 1 TON PICKUP	1B6MM3681LS651395	\$30,369
1992	WESTATES	HMEFO-4X2 FIRE TRUCK	44KFT4283NWZ17587	\$450,000
1996	PIERCE	SABER FIRE TRUCK	4P1CT02U2TA000205	\$450,000
2014	Ford	Explorer	1FM5K8AR4EGA23626	\$40,151
2014	Ford	Explorer	1FM5K8AR6EGA23627	\$40,151
2014	Ford	Explorer	1FM5K8AR8EGA23628	\$40,151
2014	Ford	Explorer	1FM5K8ARXEGA23629	\$40,151
2014	Ford	Explorer	1FM5K8AR6EGA23630	\$40,151
2014	Ford	Explorer	1FM5K8AR8EGA23631	\$40,151
2014	Ford	Explorer	1FM5K8ARXEGA23632	\$40,151
2009	CONDOR	GARBAGE TRUCK	5SXHNZCY49R000269	\$250,000
2011	CONDOR	ALF GARGABE TRUCK	5SXHNZCYXBR1A0989	\$250,000
2002	FREIGHTLINER	TRACTOR	1FUJA6CG12LH3422	\$32,598

# **POOL DECLARATIONS PAGE** **Attachment E**

Effective July 1, 2015 it is agreed that POOL extends coverage on a Replacement Cost basis with regard to the following vehicles and equipment:

2006	MANAC/DRAEGE	MOBILE LIVE FIRE TRAINING		
	R	TRLR	2M512161961109699	\$500,000
1997	HAULMARK	TRAILER	16HGB2429VU606466	\$53,154

## **White Pine County**

<b>Year</b>	<b>Make</b>	<b>Model/ Description</b>	<b>VIN#</b>	<b>Replacement Cost</b>
2005	FORD	F350 AMBULANCE	1FDXE45P25HA02839	\$147,000
1995	FORD	AMBULANCE	1FDKE30F45HB31013	\$127,000
1999	FORD	AMBULANCE	1FDWE30F2XHA53176	\$127,000
1994	FORD	AMBULANCE	1FDJE30M3RHA94024	\$137,000
2001	FORD	AMBULANCE	1FDWE35F21HA12496	\$115,000
2006	FORD	AMBULANCE	1FDXX47P86EB93199	\$167,000
1995	FORD	AMBULANCE	1FDKE30F1SHA68243	\$140,000
2005	FORD	F450 XLT Ambulance	1FDXF47P45EB76482	
2012	FORD	F-350 TYPE 1 RX5 CUSTOM	1FDRF3HT4CEA82971	\$140,319
1997	FORD	E-350 AMBULANCE	1FDKE30F3VHB02588	\$72,800
1989		AMBULANCE	1GBHR34N5KF304283	\$15,000
1998	INTERNATIONAL	DUMP TRUCK	1HTTGAST9WJ036278	\$90,000
1998	INTERNATIONAL	DUMP TRUCK	1HTTGAST7WJ036277	\$85,000
1998	PIERCE	QUANTUM TENDER ENGINE	4P1CT02S3WA000829	\$700,000

## **White Pine Fire District**

<b>Year</b>	<b>Make</b>	<b>Model/ Description</b>	<b>VIN#</b>	<b>Replacement Cost</b>
2005	International	Fire Truck	1HTMKAZR86H177301	\$397,000
1995	Ford	Fire Truck	1FDYF80E6SVA23702	\$364,000
1990	International	Brush Truck	1HTSEZ7N9LG273219	\$164,000
1974	International	Fire Truck	4Q2AODHB64480	\$68,000
1995	Ford	Brush Truck	1FTHF36G3SEA68970	\$84,000
1982	MAC	Fire Truck	VG6M112B8CB061863	\$271,000
1974	Clark	Fire Truck	3222704CGH10052	\$305,000
1974	Clark	Fire Truck	3222704CGH10051	\$305,000
2006	Chevrolet	Rescue Truck	1GBJC33D56F154547	\$86,000
1979	Freightliner	Tender Truck	CB113HP172802	\$270,000
1981	International	Fire Truck	1HTAR18BXBH28553	\$100,000
1995	Ford	Brush Truck	2FDKF3AG0SCA67246	\$64,000
1993	International	Fire Truck	2HTTEA6R4PC073114	\$276,000
2004	Titan	Fire Truck	4ENGAAA8641007525	\$690,000
1991	International	Fire Truck	1HTSEZ7N3MH347185	\$251,000
2003	Ford	Rescue Truck	1FDXW47P03ED42851	\$144,000
1995	Chevrolet	Brush Truck	1GBHK34N4SE247598	\$53,000
1992	E-One	Fire Truck	4ENBBAA89N1009794	\$375,000
1977	Chevrolet	Water Tender	CJV37V128866	\$148,000

**POOL DECLARATIONS PAGE**  
**Attachment E**

Effective July 1, 2015 it is agreed that POOL extends coverage on a Replacement Cost basis with regard to the following vehicles and equipment:

1989	Dodge	Brush Truck	1B6MM3688KS150227	\$54,000
2006	Ford	Brush Truck	1FDXX47P86EB93199	\$104,000
1981	Seagrave	Fire Truck	1F93N28P6BCST2020	\$350,000
2009	Ford	Crewcab Rescue Truck	1FTSW21Y09EA72453	\$100,000
2000	Sterling	Water Tender	2FZXBJBB4YAF62633	\$200,000
2001	Sterling	Water Tender	2FWWBJBA61AF76622	\$200,000
2010	Peterbilt	Water Tender	2NPRHN8X1AM106212	\$130,000
1987	Ford	Fire Engine	1FDXK87UOHVA28794	\$75,000
1991	International	3D Fire Truck	1HTSENGN7MH316059	\$47,500
2015	Ford	F550 Fire Truck	1FDUF5HY0FEB36630	\$35,024
2005	Ford Darley	Structure Truck	FDLF47F05EA32168	\$150,000
1997	International	Heavy Wildland Fire Truck	1HTSEAN6WH541951	\$350,000
1997	International	Brush Truck	1HTSEAN6WH541951	\$350,000
2000	Pierce	Structure Truck	4P1CT02S6YA000276	\$550,000

**Winnemucca, City of**

<b>Year</b>	<b>Make</b>	<b>Model/ Description</b>	<b>VIN#</b>	<b>Replacement Cost</b>
1937	Ford	Hose Fire Truck	99T391292	\$40,000
1989	Ford	FMC Starfire Pumper	1FDXK84A9KVA13471	\$300,283
1976	America	LaFranc 750 gal Fire	PC164804	\$292,445
1984	GMC	1Ton Bush Pumper	1GDJK34W4EV515975	\$49,437
1991	International	Bush Fire Truck	1HTSEZ7N9MH334862	\$274,291
2001	HME1871-P2	Pumper Truck/Equipment	44KFT42851WZ19433	\$471,194
2004	Ford	F450 Fire Truck	1FDXF47P94ED47709	\$77,458

**POOL Endorsement  
Number 1**

Effective July 1, 2015 it is agreed that Section VI, C. Exclusion 8 does not apply and coverage is provided as limited herein for all damages for an **Event** arising out of the conduct of a jail physician who has contracted to provide medical services to the following **Named Assureds**, but only in respect of operations by or on behalf of said **Named Assureds**:

Churchill County  
Elko County  
Humboldt County

Coverage provided hereby shall not exceed \$1,000,000 per **Event** and shall be excess of any other coverage available.

ALL OTHER TERMS, CONDITIONS, AND EXCEPTIONS REMAIN UNALTERED.

**POOL Endorsement  
Number 2**

Effective July 1, 2015 it is agreed that Section VI, C. Exclusion 8 does not apply and coverage is provided as limited herein for all damages for an Event arising out of the conduct of four (4) nurses who are contracted to provide forensic blood draw services for the Boulder City Police Department in connection with a variety of law enforcement investigational activities, allowed or required by Nevada law.

ALL OTHER TERMS, CONDITIONS AND EXCEPTIONS REMAIN UNALTERED.

**POOL Endorsement  
Number 3**

Effective July 1, 2015 it is hereby agreed and understood that the employees (except the applicable district court judge) working on behalf of the following Judicial Districts with respect to the specified County are included as Assureds under Section VI - Liability while acting within the course and scope of their duties as employees working on behalf of such Judicial Districts.

**DISTRICTS**

**1st Judicial District**

Carson City  
Storey County

**3rd Judicial District**

Lyon County

**4th Judicial District**

Elko County

**5th Judicial District**

Nye County  
Mineral County  
Esmeralda County

**6th Judicial District**

Humboldt County

**7th Judicial District**

Eureka County  
White Pine County  
Lincoln County

**9th Judicial District**

Douglas County

**10th Judicial District**

Churchill County

**11th Judicial District**

Lander County  
Mineral County  
Pershing County

The inclusion hereunder of more than one Assured shall not operate to increase the Limits of Liability.

ALL OTHER TERMS, CONDITIONS AND EXCEPTIONS REMAIN UNALTERED.

**POOL Endorsement  
Number 4**

Effective July 1, 2015 it is agreed coverage under Section V is extended to include Auto Physical Damage coverage for school buses only while at the Elko County School District Transportation Facility.

**ALL OTHER TERMS, CONDITIONS AND EXCEPTIONS REMAIN UNALTERED.**

**POOL Endorsement  
Number 5**

Effective July 1, 2015 it is agreed coverage under Section V is extended to include named perils coverage for Battle Mountain Soccer Field and the artificial field turf located at Douglas High School. Perils covered are:

Windstorm  
Hail  
Fire  
Explosion  
Smoke  
Lightning  
Falling Objects  
Sinkhole  
Collapse  
Riot  
Civil Commotion  
Aircraft  
Vandalism  
Vehicles  
Theft

ALL OTHER TERMS, CONDITIONS AND EXCEPTIONS REMAIN UNALTERED.

**POOL Endorsement  
Number 6**

This endorsement applies only to the following **Named Assureds**:

1. Humboldt General County Hospital (a sub-entity of Humboldt County);
2. Lincoln County Hospital District dba Grover C. Dils Hospital (a sub-entity of Lincoln County).

Effective July 1, 2015, Section VI. LIABILITY COVERAGE, Paragraph B.4, is amended as follows:

**With respect to the above-referenced Named Assureds Only, Paragraph B.4 is deleted in its entirety, and the definition of "Event" is modified and limited to mean as follows:**

3. "Event" means the following:
  - a. an accident arising out of the ownership, maintenance, loading or unloading, use, operation or entrustment of a covered **Automobile** which results in **Bodily Injury or Property Damage** during this coverage period.

**ALL OTHER TERMS, CONDITIONS, AND EXCEPTIONS REMAIN UNALTERED.**

**POOL Endorsement  
Number 7**

Effective July 1, 2015 it is agreed that the coverage is amended as follows:

Nevada Bell Telephone Company, d/b/a: AT&T Nevada is added as an additional assured solely as respects its contract with Storey County, Nevada entitled "AT&T Nevada Emergency Warning Call Database (ECD) Extract" (including Exhibit A attached thereto) subject to the provisions of Nevada Revised Statutes Chapter 41, not to exceed \$100,000 in the aggregate.

ALL OTHER TERMS, CONDITIONS AND EXCEPTIONS REMAIN UNALTERED.

**POOL Endorsement  
Number 8**

Effective July 1, 2015 it is agreed that Section V, E. Exclusion 3 does not apply to bridges owned by POOL member Storey County specifically listed on the Schedule of Locations on file with the POOL.

ALL OTHER TERMS, CONDITIONS, AND EXCEPTIONS REMAIN UNALTERED.

**POOL Endorsement  
Number 9**

Effective July 1, 2015 it is agreed that the coverage is amended as follows:

Regarding Heavenly Mountain Resort located in Douglas County, Nevada and El Dorado County, California, (the "Premises"), which is under the control of Heavenly Mountain Resort through a special use permit granted by the United States Department of Agriculture, Forest Service (the "Forest Service"), Heavenly Mountain Resort and the Forest Service are added as an additional assured solely as respects liability arising out of Program as described in the **"SERVICE AND OPERATIONS AGREEMENT"** with Douglas County School District and only as their interests may appear on this policy.

ALL OTHER TERMS, CONDITIONS AND EXCEPTIONS REMAIN UNALTERED.

**POOL Endorsement  
Number 10**

Effective September 4, 2014 it is agreed that the Section V. Property Coverage is amended as follows:

Per Section V.B.1, property in the course of construction with estimated completed value of \$7,000,000 for new Treatment Plant located at 399 Eugene, Stateline, Nevada is hereby added.

The following are included under Section V. Property Coverage as an Assured as their interests may appear solely as respects this new treatment plant construction project:

Contractor KG Walters/Q&D Construction, P.O. Box 4359, Santa Rosa, CA 95402. Attention Walt Johnson and its subcontractors and engineer and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them.

ALL OTHER TERMS, CONDITIONS AND EXCEPTIONS REMAIN UNALTERED.