

Insured's Name: Lee County Industrial Development

Policy #: 038247880-00  
Confirmation # A043852738719

Policy Dates: From: 7/1/2023 To: 7/1/2024

Surplus Lines Agent's Name: Daniel S. Real

Surplus Lines Agent's Physical Address: One Tower Lane, Suite 2850, Oakbrook Terrace, IL 60181-4622

Surplus Lines Agent's License #: D077563

Producing Agent's Name: Belinda Zivich  
Rosier Insurance

Producing Agent's Physical Address: 9696 Bonita Beach Road, Suite 103  
Bonita Springs, FL 34135

THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.

**SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY.**

Policy Premium: \$3300.00

Policy Fee: \$150.00 Broker Fee: \$300.00

Inspection Fee: \_\_\_\_\_

Service Fee: \$2.25

Tax: \$185.25

Citizen's Assessment: \_\_\_\_\_

EMPA Surcharge: \_\_\_\_\_

FHCF Assessment: \_\_\_\_\_

Surplus Lines Agent's Countersignature: 

**THIS POLICY CONTAINS A SEPARATE DEDUCTIBLE FOR HURRICANE OR WIND LOSSES, WHICH MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU.**

**THIS POLICY CONTAINS A CO-PAY PROVISION THAT MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU.**



**LEXINGTON INSURANCE COMPANY**

99 High Street, 23<sup>rd</sup> Floor  
Boston, MA 02110  
A capital stock company

**PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES  
LIABILITY DECLARATIONS**

**NOTICE: THIS COVERAGE FORM PROVIDES CLAIMS MADE AND REPORTED COVERAGE. THIS COVERAGE FORM APPLIES ONLY TO THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED AND REPORTED TO THE COMPANY DURING THE POLICY PERIOD OR EXTENDED REPORTING PERIOD, IF APPLICABLE. PLEASE REVIEW THE POLICY CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.**

**POLICY NUMBER: 038247880-00**

**RENEWAL OF POLICY NUMBER: New**

**ITEM 1. Named Insured and Mailing Address**

Lee County Industrial Development Authority  
2201 Second Street, Ste. 500  
Fort Myers, FL 33901

**ITEM 2. Policy Period From: 7/1/2023 To: 7/1/2024**  
(12:01 am standard time at the address of the Named Insured shown in Item 1. above)

**ITEM 3. Limit of Liability**

- A.**                     \$1,000,000 each **claim** covered under Insuring Agreement A.1.
- B.**                     \$1,000,000 policy aggregate for all **claims** covered under Insuring Agreement A.1.
- C.**                     \$100,000 policy aggregate for all **claims expenses** covered under Insuring Agreement A.3.

**ITEM 4. Deductible**                     \$5,000 each **claim**, including **claims expenses**

**ITEM 5. Total Premium**                     \$3,300

**ITEM 6. Retroactive Date, if applicable:**

**ITEM 7. Claims Notification**

Notice of a claim, or a wrongful act, which may result in a claim, should be given to:

Attn: Alice Ivers  
Summit Risk Services  
120 Gibraltar Road, Suite 210  
Horsham, PA 19044  
Phone Number: 215-443-3595 (main)  
[newclaim@summitrisk.com](mailto:newclaim@summitrisk.com)

**ITEM 8. Forms and Endorsements attached to the policy at inception:**

PRG 2078 (10/20), 91222 (9/16), 118477 (3/15), PRG 4142 (12/22), PRG 4125 (11/22),  
89644 (6/13), 119914 (10/16), PRG 2023 (5/14), PRG 4172 (01/23)

In witness whereof, the Insurer has caused this Policy to be executed, but it shall not be valid unless also signed by a duly authorized representative of the Insurer.

**ADDENDUM TO THE DECLARATIONS**

By signing below, the President and the Secretary of the Insurer agree on behalf of the Insurer to all the terms of this Policy.

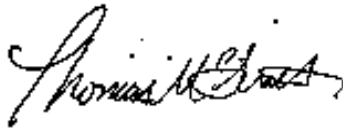


Michael Price  
PRESIDENT



Tanya Kent  
SECRETARY

This policy shall not be valid unless signed at the time of issuance by an authorized representative of the Insurer, either below or on the Declarations page of the policy.



Thomas McGrath  
AUTHORIZED REPRESENTATIVE

## **POLICYHOLDER NOTICE**

Thank you for purchasing insurance from a member company of American International Group, Inc. (AIG). The AIG member companies generally pay compensation to brokers and independent agents and may have paid compensation in connection with your policy. You can review and obtain information about the nature and range of compensation paid by AIG member companies to brokers and independent agents in the United States by visiting our website at [www.aig.com/producer-compensation](http://www.aig.com/producer-compensation) or by calling 1-800-706-3102.

**POLICYHOLDER NOTICE**  
**Taxes, Assessments and/or Surcharges**

The taxes, assessments and/or surcharges shown on the declarations page, or any premium schedule are collected on behalf of the applicable State(s) and in accordance with such State's laws and regulations. The payment of these taxes, assessments and/or surcharges is the responsibility of the Named Insured. In the event the applicable State implements a new tax, assessment and/or surcharge or increases such tax, assessment and/or surcharge during the term of this policy, the Named Insured shall remain responsible for the payment of all amounts due under the policy, including those newly implemented or increased taxes, assessments and/or surcharges.

Any newly implemented or increased taxes, assessments and/or surcharges shall apply on the effective date dictated by the applicable State regardless:

1. Of when the Insurance Company implements the new or increased tax, assessment, or surcharge into its systems; or
2. If the Insurance Company recalculates the Named Insured's premium in accordance with the policy's terms and conditions as part of a premium audit after the end of the policy period.

**PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM  
CLAIMS MADE AND REPORTED**

**NOTICE: THIS COVERAGE FORM PROVIDES CLAIMS MADE AND REPORTED COVERAGE. THIS COVERAGE FORM APPLIES ONLY TO THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED AND REPORTED TO THE COMPANY DURING THE POLICY PERIOD OR EXTENDED REPORTING PERIOD, IF APPLICABLE. PLEASE REVIEW THE POLICY CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.**

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine your rights, duties, and what is and is not covered. This policy is incomplete unless the Declarations and all applicable forms, endorsements and applications are attached.

Titles are used within this policy for convenience only and shall not control or affect the meaning or construction of any provision of this policy.

Throughout this policy the words “you” and “your” refer to the **named insured** shown in the Declarations. The words “we”, “us”, and “our” refer to the company providing this insurance.

Other words and phrases that appear in bold have special meaning and are defined in SECTION VI – DEFINITIONS. Singular words shall include the plural, and plural words shall include the singular.

In consideration of the payment of the premium, in reliance upon the information in the written application made a part hereof, and subject to all of the provisions of this policy, we agree as follows:

**SECTION I - COVERAGE**

**A. Insuring Agreement**

1. We will pay on behalf of the **insured** those **damages** that the **insured** becomes legally obligated to pay as a result of a **claim** or **suit** arising out of a **wrongful act** to which this insurance applies; provided always that:
  - a. The **claim** or **suit**, on account of such **wrongful act**, is first made against the **insured** and reported to us during the policy period, in compliance with SECTION V – CONDITIONS, part A., or any applicable reporting period under SECTION VII - EXTENDED REPORTING PERIODS;
  - b. The **wrongful act** or related **wrongful acts** must have commenced to occur on or after the retroactive date, if applicable, shown on the Declarations, but prior to the end of the policy period;
  - c. Such **wrongful act** takes place in the **policy territory**; and
  - d. As of the inception date of this policy, no **insured** had any knowledge of any circumstance likely to result in or give rise to a **claim** or **suit**, nor could have reasonably foreseen that a **claim** or **suit** might be made.

For purposes of paragraph 1.a. of SECTION I – COVERAGE, part A. Insuring Agreement, if, during the policy period or any applicable reporting period under SECTION VII – EXTENDED REPORTING PERIODS, the **insured** gives written notice to us, in accordance with SECTION V – CONDITIONS, part A., of a **wrongful act** likely to result in a **claim** or **suit**, then any **claim** or **suit** that may subsequently be made against an **insured** arising out of such **wrongful act** shall be deemed to have been made during the policy period or any applicable reporting period hereunder.

2. We will have the right and duty to defend the **insured** against any **claim** or **suit** seeking **damages** for a **wrongful act** to which this insurance applies even if the allegations of the **claim** or **suit** are groundless, false or fraudulent. However, we will have no duty to defend the **insured** against any **claim** or **suit** seeking **damages** for a **wrongful act** to which this insurance does not apply. We may, at our discretion, investigate any **wrongful act** or settle any **claim** or **suit** that may result. However:

- a. The amount we will pay for **damages** is limited as described in SECTION III – LIMITS OF LIABILITY;
  - b. Our right and duty to defend end when we have used up the applicable Limit of Liability in the payment of judgments or settlements; and
  - c. We shall have the right, but not the duty, to appeal any judgment.
3. We will reimburse **claim expenses** incurred by an **insured** in connection with a covered **claim** or **suit** exclusively seeking **non-monetary relief** at all stages of the **claim**, where such **claim** is first made in accordance with Subsection A.1. above.

The most we will pay for the reimbursement of all **claim expenses** for **non-monetary relief** is the amount shown in Item 3. C. of the Declarations as the Non-Monetary Relief Aggregate Limit of Liability. This Limit is in addition to and not subject to the Policy Aggregate Limit of Liability shown in Item 3.B. of the Declarations.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SECTION I – COVERAGE, part B. Supplementary Payments.

## **B. Supplementary Payments**

Except for **claim expenses** reimbursed to an **insured** as **non-monetary relief**, we will pay, in addition to the applicable Limits of Liability, with respect to any **claim** we investigate or **suit** we defend:

1. All **claim expenses** we incur;
2. Premiums on appeal bonds in any such **claim** or **suit** and the cost of appeal bonds to release attachments, but only for bond amounts within the applicable the Limit of Liability. We do not have an obligation to furnish any such bonds;
3. All reasonable expenses incurred by any **insured** at our request to assist us in the investigation or defense of the **claim** or **suit**, including actual loss of earnings up to \$100 a day because of time off from work;
4. All costs taxed against the **insured** in the **suit**. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the **insured**;
5. Prejudgment interest awarded against the **insured** on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Liability, we will not pay any prejudgment interest based on that period of time after the offer; and
6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit of Liability.

## **SECTION II - EXCLUSIONS**

This insurance does not apply to any **claim** or **suit** arising out of:

### **A. Deliberate Statutory Violations, Willful and Dishonest Conduct or Criminal Acts**

Any liability, loss, costs, **damages** or expenses arising out of any:

1. Willful misconduct or dishonest, fraudulent, criminal or malicious act or omission by an **insured**;
2. Willful violation by an **insured** of any law, statute, ordinance, rule or regulation; or
3. Gaining any profit, remuneration or advantage by an **insured** to which such **insured** is not legally entitled.

However, we will provide a civil defense for a **suit** covered under this policy to an **insured** until it is determined by final adjudication that such **insured** committed such an act, omission or violation.

### **B. Pollution**

Any liability, loss, costs, **damages** or expenses:



1. Which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants** at any time.
2. Arising out of any:
  - a. Request, demand, order or statutory or regulatory requirement that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**; or
  - b. **Claim** or **suit** by or on behalf of a governmental authority for **damages** because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, **pollutants**.

### C. Fiduciary Liability

Any liability, loss, costs, **damages** or expenses arising out of or contributed to by any **insured's** obligations under:

1. Employee benefits plans, including but not limited to the Employee Retirement Income Security Act (ERISA);
2. The Pension Protection Act (PPA);
3. The Consolidated Omnibus Budget Reconciliation Act (COBRA);
4. The Worker Adjustment and Retraining Notification Act (WARN); or

Any amendments thereto, or similar provisions of any federal, state or local, statutory or common law, or any regulations promulgated thereunder.

### D. Self-Dealing or Illegal Profit

Any liability, loss, costs, **damages** or expenses arising out of any self-dealing by an **insured** or the gaining of any profit or advantage to which an **insured** is not legally entitled.

### E. Condemnation

Any liability, loss, costs, **damages** or expenses arising out of any eminent domain, condemnation, inverse condemnation or adverse possession. However, we will indemnify the **insured** up to \$25,000 in excess of the deductible amount shown in the Declarations for **claim expenses** incurred by the **insured** with regard to any such eminent domain, condemnation, inverse condemnation or adverse possession **claim** or **suit**.

### F. Bodily Injury

Any liability, loss, costs, **damages** or expenses arising out of any:

1. Bodily injury or physical injury to any person including death, sickness, disease, mental anguish, or mental suffering associated with or arising from such bodily injury or physical injury;
2. Assault or battery; or
3. Emotional distress or mental anguish.

However, exclusion F.3. above does not apply with respect to allegations of a **wrongful employment practice** or a **third party wrongful act**.

### G. Personal and Advertising Injury

Any liability, loss, costs, **damages** or expenses arising out of any:

1. False arrest, detention or imprisonment;
2. Malicious prosecution;
3. False or improper service of process;

4. The publication or utterance of libel or slander or other defamatory or disparaging material, or a publication or utterance in violation of an individual's right to privacy;
5. Violation of right of public occupancy;
6. Wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling, or premises;
7. Violation of property rights;
8. Misappropriation of advertising ideas or style of business; or
9. Infringement of copyright title or slogan.

However, exclusion G. does not apply with respect to allegations of a **wrongful employment practice** or a **third party wrongful act**.

#### **H. Property Damage**

Any liability, loss, costs, **damages** or expenses arising out of any:

1. Physical injury to tangible property, including all resulting loss of use of that property; or
2. Loss of use of tangible property that is not physically injured.

#### **I. Law Enforcement Activities**

Any liability, loss, costs, **damages** or expenses arising out of any law enforcement activities to protect the public or property, including the operation of correctional or detention facilities.

However, exclusion I. does not apply with respect to allegations of a **wrongful employment practice**.

#### **J. War, Strikes, Riots, or Civil Commotion**

Any liability, loss, costs, **damages** or expenses, however caused, arising, directly or indirectly, out of any:

1. War, including undeclared or civil war;
2. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents;
3. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these;
4. Lockout, strike, picket line, or use of replacement workers, or other similar actions resulting from labor disputes or labor negotiations; or
5. Riot, civil commotion or mob action.

#### **K. Failure to Effect and Maintain Insurance**

Any liability, loss, costs, **damages** or expenses arising out of any failure to:

1. Effect or maintain insurance of any kind, including effecting or maintaining adequate limits of insurance; or
2. Advise or counsel with respect to the procuring, obtaining, or maintaining of any insurance coverages.

#### **L. Bonds, Debt Financing, Taxes or Contracts**

Any liability, loss, costs, **damages** or expenses arising out of any:

1. Issuance of bonds, the failure to pay any bond, or pay the interest on any bond;
2. Any instrument of debt, financial guarantee, note or debenture;

3. The assessment or appraisal of property;
4. The improper assessment, collection, refund or disbursement of any taxes; or
5. Amounts actually or allegedly due under the terms of any contract for the purchase of goods or services, including any construction, architectural or engineering contract.

#### **M. Prior Insurance**

Any liability, loss, costs, **damages** or expenses for which an **insured** is entitled to indemnity or payment by reason of having given notice of any circumstance which might give rise to a **claim** or **suit** under any policy which has terminated or expired prior to the inception date of this insurance.

#### **N. Collective Bargaining Agreement**

Any liability, loss, costs, **damages** or expenses due to any collective bargaining agreement or breach of that agreement.

#### **O. Medical Malpractice**

Any liability, loss, costs, **damages** or expenses arising out of any medical malpractice, medical negligence or failure to render or provide medical services of any kind by a **medical professional** employed by the **named insured** or acting on behalf of the **named insured** under a written contract.

#### **P. Contractual Liability or Breach of Contract**

Any liability:

1. For which the **insured** is obligated to pay **damages** by reason of assumption of such liability under any contract or agreement whether written, oral or implied; or
2. Arising out of a contractual obligation or the breach of a contract, including constructive and implied contracts, including any demands or **suits** under a theory of quantum meruit or under any theory of estoppel.

This exclusion does not apply to liability for **damages** that the **insured** would have in the absence of the contract or agreement.

#### **Q. Compliance with ADA Requirements**

Any liability, loss, costs, **damages** or expenses arising out of any physical modifications made to accommodate persons with disabilities as required by:

1. The Americans with Disabilities Act of 1990; or
2. Any federal, state or local disability discrimination or accommodation law or regulation;

Including subsequent amendments or any regulations promulgated thereunder.

#### **R. Workers' Compensation and Labor Law**

Any liability, loss, costs, **damages** or expenses arising out of any actual or alleged violation of the Fair Labor Standards Act, the National Labor Relations Act, the Consolidated Omnibus Budget Reconciliation Act, the Occupational Safety and Health Act, any workers' compensation, unemployment insurance, social security, or disability benefits law, other similar provisions of any federal, state, or local statutory or common law or any rules or regulations promulgated under any of the foregoing, including, but not limited to, any actual or alleged improper payroll practices, wage and hour policies, and payment of overtime or vacation pay. This exclusion, however, does not apply to any **claim** or **suit** arising out of an allegation of **retaliation**.

#### **S. Racketeer Influenced and Corrupt Organizations Act (RICO)**

Any liability, loss, costs, **damages** or expenses arising out of any actual or alleged violation of the Racketeer Influenced and Corrupt Organizations Act (RICO) (18 USC 1961 et seq.), and any amendments thereto, or any rules or organizations promulgated thereunder.

## T. Pending and Prior Litigation or Prior Claims or Suits

Any liability, loss, costs, **damages** or expenses arising out of any facts, circumstances, situations, transactions, events or **wrongful acts**:

1. Underlying or alleged in any mediation, arbitration, grievance proceeding, litigation or administrative or regulatory proceeding brought prior to and/or was pending as of the inception of the policy period as set forth in Item 2. of the Declarations:
  - a. To which an **insured** is or was a party; or
  - b. With respect to which an **insured**, as of the inception of the policy period set forth in Item 2. of the Declarations, knew or should reasonably have known that an **insured** would be made a party thereto;
2. Which was the subject of any notice given prior to the inception of the policy period set forth in Item 2. of the Declarations under any other policy of insurance or plan or program of self-insurance; or
3. Which was the subject of any **claim** or **suit** made prior to the inception of the policy period set forth in Item 2. of the Declarations.

If, however, this policy is a renewal of one or more policies issued to you by us, and such coverage was in effect without interruption from the inception of the first such policy to the inception of this policy, all references in this exclusion to the inception will be deemed to refer instead to the inception of the first policy period under which we began to provide you with the continuous and uninterrupted coverage of which this policy is a renewal.

## U. Communicable Disease

Any liability, loss, costs, **damages** or expenses arising out of the actual or alleged transmission of any **communicable disease** including, but not limited to, the COVID-19 virus. Notwithstanding anything in this policy to the contrary, this exclusion applies even if the **claim** or **suit** is based upon, arising out of, directly or indirectly resulting from or in connection with any actual or alleged negligence or **wrongful act** by any insured in:

1. The hiring, training, employing, monitoring or supervision of any **employee** or others, including any **employee** or others that may be infected with and/or spread **communicable disease**;
2. Controlling, monitoring, or supervising the care of any person in the care, custody or control of any **insured**;
3. Obtaining or providing medical treatment or medical monitoring for any person;
4. Testing or screening for **communicable disease**;
5. The quarantining of any person;
6. The failure to prevent the spread of **communicable disease**;
7. The failure to advise of the existence of **communicable disease**; or
8. The failure to report the **communicable disease** to the authorities.

## V. Nuclear Hazards

Any liability, loss, costs, **damages** or expenses arising out of nuclear fission, nuclear fusion, radioactive waste or radioactive contamination.

## W. Terrorism

Any injury or damage, including but not limited to bodily injury, property damage and personal injury, arising directly or indirectly, out of a **certified act of terrorism**.

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this policy.

#### **X. Asbestos**

Any liability, loss, costs, **damages** or expenses arising out of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos products, asbestos fibers or asbestos dust, or to any obligation of the **insured** to indemnify any party because of any liability arising out of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos products, asbestos fibers or asbestos dust.

#### **Y. Silica**

Any liability, loss, costs, **damages** or expenses arising out of the presence, ingestion, inhalation or absorption of or exposure to silica products, silica fibers, silica dust or silica in any form, or to any obligation of the **insured** to indemnify any party because of any liability arising out of the presence, ingestion, inhalation or absorption of or exposure to silica products, silica fibers, silica dust or silica in any form.

#### **Z. Fungus**

Any liability, loss, costs, **damages** or expenses, including but not limited to, losses, costs, **damages** or expenses related to related to, arising from or associated with clean-up, remediation, containment, removal or abatement, caused directly or indirectly, in whole or in part, by:

1. Any **fungus(i), mold(s)**, mildew or yeast, or
2. Any **spore(s)** or toxins created or produced by or emanating from such **fungus(i), mold(s)**, mildew or yeast, or
3. Any substance, vapor, gas, or other emission or organic or inorganic body or substance produced by or arising out of **any fungus(i), mold(s)**, mildew or yeast, or
4. Any material, product, building component, building or structure, or any concentration of moisture, water or other liquid within such material, product, building component, building or structure, that contains, harbors, nurtures or acts as a medium for any **fungus(i), mold(s)**, mildew, yeast, or **spore(s)** or toxins emanating therefrom,

Regardless of any other cause, event, material, product and/or building component that contributed concurrently or in any sequence to that liability, loss, cost or expense.

#### **AA. Lead**

Any liability, loss, costs, **damages** or expenses arising out of the presence, ingestion, inhalation, or absorption of or exposure to lead in any form or products containing lead.

#### **BB. Sexual Abuse**

Any liability, loss, costs, **damages** or expenses arising out of the actual, alleged or threatened **sexual abuse** of any person committed by anyone.

However, this exclusion shall not apply to the **named insured** unless the **named insured** knew or had reason to know of the **sexual abuse**. Also, we will provide a civil defense for a **suit** covered under this policy to a **named insured** until it is determined by final adjudication that such **named insured** committed such an act.

#### **CC. Preparation of Bid Specifications**

Any liability, loss, costs, **damages** or expenses arising out of estimates of probable costs or cost estimates being exceeded or faulty preparation of bid specifications or plans including architectural plans.

#### **DD. Professional Services**

Any liability, loss, costs, **damages** or expenses arising out of construction, architectural, engineering, procurement, security or other professional services, including any contract or agreement pertaining to such services.

### SECTION III - LIMITS OF LIABILITY

- A. The Limit of Liability shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
1. **Insureds**;
  2. **Claims** made or **suits** brought; or
  3. Persons or organizations making a **claim** or bringing a **suit**.
- B. Subject to the policy aggregate limit shown in Item 3.B. of the Declarations, the most we will pay for all **damages** resulting from any one **claim** or **suit** covered under this policy is the amount stated in Item 3.A. of the Declarations as the each **claim** limit. The Limit of Liability applies in excess of the Deductible.
- C. The most we will pay for all **damages** as a result of all **claims** or **suits** covered under this policy is the amount stated in Item 3.B. of the Declarations as the policy aggregate.
- D. The Limits of Liability for this coverage apply separately to each consecutive annual period and to any remaining period of less than twelve (12) months, other than a reporting period, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than (twelve) 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Liability.
- E. Any applicable reporting period under SECTION VII – EXTENDED REPORTING PERIODS shall be deemed to be part of the last preceding policy period for purposes of determining the Limits of Liability. The Limits of Liability do not apply separately to any reporting period under SECTION VII – EXTENDED REPORTING PERIODS.

### SECTION IV – DEDUCTIBLE

Our obligation to pay, or reimburse the **insured**, for **damages** and/or **claim expenses** associated with any single **claim** or **suit** covered under this policy will apply to that amount of the **damages** and/or **claim expenses** that exceed the **claim** deductible as set forth in Item 4. Of the Declarations.

We will have no obligation to pay all or any portion of any Deductible amount on behalf of any **insured**, although we may, at our sole discretion, advance such amount, in which event the **insured** agrees to repay any amounts so advanced upon our written request.

### SECTION V – CONDITIONS

#### A. Duties in the Event of a Wrongful Act, Claim or Suit

1. You must see to it that we are promptly notified of a **wrongful act** which may result in a **claim** or **suit**. To the extent possible, notice should include:
  - a. How, when and where the **wrongful act** took place;
  - b. The names and addresses of any injured persons and any witnesses; and
  - c. The nature and location of any injury or **damage** arising out of the **wrongful act**.
2. If a **claim** is made or **suit** is brought against any **insured**, you must:
  - a. Promptly record the specifics of the **claim** or **suit** and the date received; and
  - b. Notify us promptly.

You must see to it that we receive written notice of the **claim** or **suit** promptly.
3. You and any other involved **insured** must:
  - a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the **claim** or **suit**;

- b. Authorize us to obtain records and other information;
  - c. Cooperate with us in the investigation or settlement of any **claim**, or defense against the **suit**; and
  - d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the **insured** because of injury or damage to which this insurance may also apply.
4. No **insureds** will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

## **B. Legal Action Against Us**

No person or organization has a right under this policy:

1. To join us as a party or otherwise bring us into a **suit** asking for **damages** from an **insured**; or
2. To sue us under this policy unless all terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an **insured** obtained after an actual trial; but we will not be liable for **damages** that are not payable under the terms of this policy or that are in excess of the applicable Limit of Liability. An agreed settlement means a settlement and release of liability signed by us, the **insured** and the claimant or the claimant's legal representative.

## **C. Other insurance**

If other insurance is available to the **insured** for a **wrongful act** covered by this policy, the insurance provided by this policy shall apply in excess of such other insurance, whether or not the other insurance:

1. Is valid or collectible; or
2. Provided on a primary, excess, contingent, or any other basis, unless specifically written to be excess of this policy.

## **D. Material Representations**

By accepting this policy, you represent and agree as a condition to coverage that:

1. The statements in the Declarations are accurate and complete;
2. The statements made in the application, attachments, and any other materials submitted are true and are the basis of this coverage and are to be considered as incorporated into and constituting a part of this policy;
3. The statements made in the application, attachments, and any other material submitted are representations and that such representations are deemed material to the acceptance of the risk or the hazard assumed by us under the policy and that this policy is issued in reliance upon the truth of such representations; and
4. In the event that the application, including attachments and any other materials submitted, contains misrepresentations which materially affect either the acceptance of the risk or the hazard assumed by us, this policy in its entirety shall be void and of no effect.

## **E. Separation of Insured:**

Except with respect to the Limits of Liability, and any rights or duties specifically assigned in this policy to the first **named insured**, this policy applies:

1. As if each **named insured** were the only **named insured**; and
2. Separately to each **insured** against whom **claim** is made or **suit** is brought.

## **F. Transfer of Rights of Recovery Against others to Us**

If the **insured** has rights to recover all or part of any payment we have made under this policy, those rights are

transferred to us. The **insured** must do nothing after loss to impair them. At our request, the **insured** will bring legal action or transfer those rights to us and help us enforce them.

#### **G. Assignment**

This policy may not be assigned by you to anyone.

#### **H. Sovereign Immunity Defense**

We will use the defense of sovereign immunity, to which you may be entitled as a public entity, only when you agree with us in its use. If you do not agree with us in using the defense of sovereign immunity, you release us from all liability for having not asserted sovereign immunity as a defense.

#### **I. Consent to Settle**

We will consult with the **named insured** when we settle a **claim** or **suit**. If the **named insured** refuses to consent to any settlement offer that is acceptable to us and the claimant, and the **named insured** elects to contest the **claim** or **suit** or continue any legal proceeding in connection with such **claim** or **suit**, our liability will not exceed the settlement offer plus supplementary payments incurred as of the date of such refusal.

#### **J. Cancellation**

1. The first **named insured** shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first **named insured** written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 60 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first **named insured's** last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is canceled, we will send the first **named insured** any premium refund due. If we cancel, the refund will be pro rata. If the first **named insured** cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

#### **K. Changes**

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

#### **L. Examination of Your Books and Records**

We may examine and audit your books and records as they relate to this policy at any time during the policy period and for up to three (3) years following the expiration date.

#### **M. Inspections and Surveys**

We have the right but are not obligated, to make inspections and surveys at any time. We will give you reports on the conditions we find and recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections.

We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that conditions are safe or healthful, or comply with laws, regulations, codes or standards.



This condition applies not only to us, but also to any rating, advisory, rate service, or similar organization which make insurance inspections, surveys, reports or recommendations.

#### **N. Premiums**

The first **named insured** shown in the Declarations is responsible for the payment of all premiums and will receive any return premiums.

#### **O. Transfer of Your Rights and Duties Under This Policy**

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual **named insured**.

### **SECTION VI – DEFINITIONS**

**A. Business Invitee** – means a natural person, solely in their capacity as one who is invited to enter into and remain on any premises for a purpose directly or indirectly connected with your business or commercial dealings therein. A **business invitee** does not include a trespasser or any person who enters any premises without your knowledge or permission, or any **employee**, student or minor.

**B. Certified Act of Terrorism** means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such act. The criteria contained in the Terrorism Risk Insurance Act for a **certified act of terrorism** include the following:

1. The act resulted in **insured** losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

**C. Claim** means:

1. A written demand for **damages** or **non-monetary relief**, or a notice advising an **insured** of an intent to sue; or
2. An administrative or regulatory proceeding or investigation, including a proceeding brought by or before the Equal Employment Opportunity Commission or similar state or local agency, commenced by the filing of a notice of charges, formal order of investigation or similar document.

**Claim** shall not include any labor grievance, arbitration or other proceeding brought pursuant to a collective bargaining agreement.

More than one **claim** or **suit** brought by persons or entities arising out of the same **wrongful act** or a series of acts all related to a single **wrongful act** shall be treated as a single **claim** and shall be deemed to have been made at the time that the first **claim** or **suit** is made against any **insured**.

**D. Claim Expenses** – means:

1. Reasonable and necessary fees charged by any attorney designated by us to defend the **insured**;
2. Reasonable and necessary fees charged by any attorney designated by the **insured** with our prior written consent;
3. Other reasonable and necessary fees, costs and expenses resulting from the investigation, adjustment, defense and appeal (other than premiums on appeal bonds and the cost of bonds to release attachments) of a **claim** or **suit** if incurred by the **insured**.

**Claim Expenses** shall not include salary expense or other charges relating to **employees** or officials of the **insured**.

**E. Communicable disease** – means any infectious or contagious substance:

1. Including, but not limited to, a virus, bacterium, parasite or other organism or any mutation thereof, whether deemed living or not, and

2. Regardless of the method of transmission, whether direct or indirect, including, but not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between humans, animals, or from any animal to any human or from any human to any animal,

that can cause any disease, illness, or bodily condition or exacerbate or accelerate an existing disease, illness or bodily condition.

**F. Damages** – means any monetary amount which the **insured** is legally obligated to pay as a result of a **claim** or **suit** for a **wrongful act** covered by this policy and shall include, but not be limited to judgments and settlements.

**Damages** do not include:

1. **Claim expenses**;
2. Fines, taxes or penalties;
3. Punitive or exemplary damages or the multiplied portion of a multiple **damages** award;
4. Amounts that may be deemed uninsurable under the law pursuant to which this policy is construed; or
5. Relief or redress in any form other than monetary **damages**, including the cost of complying with any injunctive, declaratory or equitable relief, remedy or order.

**G. Employee** – means any person employed by, leased to or volunteering services to you. **Employee** includes a **leased worker**.

**H. Fungus(i)** includes, but is not limited to, any of the plants or organisms belonging to the major group **fungi**, lacking chlorophyll, and including **mold(s)**, rusts, mildews, smuts, and mushrooms.

**I. Insured** – means:

1. You;
2. Your past, present or future duly elected, appointed or employed officials, directors, officers, or members of commissions, boards or other units operated by you and under your jurisdiction, within the apportionment of your operating budget in the application and within the scope of their duties for the **named insured**; provided that an **Insured** shall not include the following boards, commissions or units, or any officials, directors, officers, members or **employees** thereof: schools, hospitals and nursing homes, unless otherwise provided in an endorsement attached hereto.
3. Any full or part-time **employee**, of the **named insured**, but only while acting within the scope of duties as an **employee**;
4. Persons providing services to you under a mutual aid or similar agreement that is disclosed on the application, but solely while acting in that capacity; however, such persons are not **insureds** with respect to **claims** or **suits** for **wrongful employment practices** or **third party wrongful acts**;
5. In the event of the death, incapacity or bankruptcy of a natural person **insured**, such **insured's** estate, heirs, legal representatives or assigns, but only in connection with a **claim** or **suit** for an alleged **wrongful act** by such natural person **insured**; and
6. The lawful spouse or domestic partner of any individual **insured** identified in the paragraphs above, but only with respect to liability arising out of **wrongful acts** committed by such individual, and provided that such spouse or domestic partner is represented by the same counsel as such individual with respect to any **claim** or **suit**.

**J. Leased Worker** – means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business.

**K. Medical Professional** – means an individual or group who provides preventive, curative, promotional or rehabilitative health care services, including but not limited to doctors, physicians, nurses, dentists, emergency medical technicians, mental health professionals, social workers, psychologists or psychiatrists.

**L. Mold(s)** includes, but is not limited to, any superficial growth produced on damp or decaying organic matter or on living organisms, and **fungi** that produce **molds**.

- M. Named Insured** – means the entity named in Item 1. of the Declarations.
- N. Non-Monetary Relief** – means relief or redress in any form other than compensatory or monetary **damages**.
- Non-Monetary Relief** does not include:
1. The costs of complying with any injunctive, declaratory or equitable relief, remedy or order;
  2. An award of a plaintiff's attorney's fees or costs, whether or not provided for by statute; or
  3. the cost of disaster response activities conducted by the **insured** as required by the Federal Emergency Management Agency (FEMA).
- O. Policy Territory** – means coverage is worldwide provided that the **claim** or **suit** is brought within the United States of America, its territories or possessions, or Puerto Rico. This policy shall not apply to any risk which would be in violation of the laws of the United States including, but not limited to, U.S. economic or trade sanction laws or export control laws administered by the U.S. Department of Treasury, U.S. Department of State, and U.S. Department of Commerce.
- P. Pollutant** – means mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- Q. Retaliation** - means a retaliatory act of an **insured** alleged to be in response to the actual or attempted exercise by an **employee** of any right that such **employee** has under law, including, without limitation, any of the following activities: (1) the disclosure or threat of disclosure by an **employee** to a superior or to any governmental agency of any act by an **insured** which act is alleged to be a violation of any federal, state, local or foreign law, common or statutory, or any rule or regulation promulgated thereunder; (2) the exercise of rights under worker's compensation laws, the Family and Medical Leave Act, the Americans with Disabilities Act or any other law relating to employee rights; (3) the filing of any **claim** under the Federal False Claims Act or any other federal, state, local or foreign "whistle-blower" law; or (4) strikes of an **employee**.
- R. Sexual Abuse** means any actual, attempted or alleged sexual conduct by a person, or by persons acting in concert, which causes injury. **Sexual abuse** includes sexual molestation, sexual assault, sexual exploitation, or sexual injury, but does not include **sexual harassment**.
- S. Sexual Harassment** means any actual, attempted or alleged unwelcome sexual advances, requests for sexual favors, or other conduct of a sexual nature by a person, or by persons acting in concert, which causes injury, but only when:
1. 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
  2. Such conduct has the purpose or effect of interfering with a person's work performance or creating an intimidating, hostile or offensive work environment.
- T. Spore(s)** – means any dormant or reproductive body produced by or arising or emanating out of any **fungus(i)**, **mold(s)**, mildew, plants, organisms or microorganisms.
- U. Suit** – means a civil proceeding in which monetary **damages** are claimed because of a **wrongful act** to which this insurance applies. **Suit** includes, but is not limited to, the following:
1. An arbitrational proceeding in which the **insured** must submit or does submit with our consent; or
  2. Any other alternative dispute resolution proceeding in which such **damages** are claimed and to which an **insured** submits with our consent.
- V. Third Party Wrongful Act** – means any of the following when alleged against an **insured** by your **business invitee** or a third party individual, other than another **insured**, with whom an **insured** interacts outside the premises for the purpose of conducting official business on your behalf:
1. Harassment;

2. Discrimination based upon age, gender, race, color, national origin, religion, sexual orientation or preference, pregnancy or disability or any basis prohibited by federal, state or local laws; or
3. Invasion of the right of private occupancy of a room, dwelling, or premises.

**W. Wrongful Act** – means a negligent act, error or omission, a **wrongful employment practice**, or a **third party wrongful act**

All **wrongful acts** arising out of a common nexus of facts or circumstances or arising out of related or interrelated **wrongful acts** shall be deemed to be a single **wrongful act** and such **wrongful act** shall be deemed to have occurred when the first of such **wrongful acts** occurs.

**X. Wrongful Employment Practice** – means any actual or alleged:

1. Wrongful dismissal, discharge or termination (either actual or constructive), including breach of an implied contract;
2. Harassment or coercion (including **sexual harassment**, whether quid pro quo, hostile work environment or otherwise);
3. Discrimination (including but not limited to discrimination based upon age, gender, race, color, national origin, religion, sexual orientation or preference, pregnancy or disability);
4. **Retaliation**;
5. Employment-related misrepresentation(s) to your **employee** or applicant for employment with you;
6. Employment-related libel, slander, humiliation, mental anguish, infliction of emotional distress, defamation, or invasion of privacy;
7. Wrongful failure to employ or promote;
8. Wrongful deprivation of career opportunity, wrongful demotion or negligent **employee** evaluation, including the giving of negative or defamatory statements in connection with an **employee** reference;
9. Wrongful discipline;
10. Failure to provide or enforce adequate or consistent corporate policies and procedures relating to any **wrongful employment practice**;
11. Negligent supervision or hiring by an **insured**, relating to any of the above; or
12. Violation of an individual's civil rights relating to any of the above.

**SECTION VII - EXTENDED REPORTING PERIODS**

- A.** We will provide one or more Extended Reporting Periods as described below.
- B.** The Extended Reporting Periods do not extend the policy period or change the scope of coverage provided under this policy, and apply only to a **claim** or **suit** for **damages** arising out of **wrongful acts** that occur on or after the retroactive date and before the end of the policy period.
- C.** The Extended Reporting Periods do not reinstate or increase the Limits of Liability.
- D.** A Basic Extended Reporting Period of sixty (60) days from the effective date of expiry or cancellation or nonrenewal of this policy is automatically provided without an additional charge. Subject to the terms of this policy, the Basic Extended Reporting Period applies to **claims** or **suits** for **damages** that are first made against an **insured** during the policy period and reported to us in accordance with SECTION V - CONDITIONS - Item A., no later than the end of the Basic Extended Reporting Period.

The Basic Extended Reporting Period does not apply to a **claim** or **suit** covered under any other insurance purchased subsequent to, or to replace, this policy.

E. If this policy is canceled or not renewed for any reason other than nonpayment of premium or any other amount owed to us, an Optional Extended Reporting Period will be offered to you, subject to the payment of additional premium, and shall take effect on the effective date of cancellation or nonrenewal of this policy. The Optional Extended Reporting Period will remain in effect for a period of one, two, or three years, depending on which Optional Extended Reporting Period you purchase. Subject to the terms of this policy, the Optional Extended Reporting Period applies to a **claim** or **suit** for **damages** reported to us, in accordance with SECTION V - CONDITIONS - Item A., no later than the end of the purchased Optional Reporting Period. Nonrenewal by us shall mean the refusal by us to renew the policy on any terms. Nonrenewal by us shall not mean a change in premium, deductibles, Limits of Liability or other terms.

The additional premium for the Optional Extended Reporting Period will depend on which option you choose, as shown below, but will be no more than 150% of the annual premium for the last policy period.

Option 1 1 year 75%

Option 2 2 years 125%

Option 3 3 years 150%

We must receive a written request from you, together with payment of the additional premium due, within sixty (60) days after the effective date of cancellation or nonrenewal of this policy if you wish to purchase one of the Optional Extended Reporting Periods. You must state in your request which Optional Extended Reporting Period you wish to purchase. The Optional Extended Reporting Period will not go into effect unless you pay and we acknowledge receipt of the additional premium when due. Once in effect, the Optional Extended Reporting Period may not be canceled and the premium for the Optional Extended Reporting Period is fully earned.

The Optional Extended Reporting Period does not apply to **claims** or **suits** covered under any other insurance purchased subsequent to, or to replace, this policy.

## ENDORSEMENT #1

This endorsement, effective 7/1/2023 at 12:01 am, forms a part of Policy No. 038247880-00 issued to Lee County Industrial Development Authority by Lexington Insurance Company.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### **ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION EXCLUSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

LAW ENFORCEMENT LIABILITY COVERAGE FORM  
PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM  
EDUCATORS LEGAL LIABILITY COVERAGE FORM

Section II - **EXCLUSIONS** is amended to include the following additional exclusion:

Any liability, loss, costs, **damages** or expenses arising out of:

1. Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
2. The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if **damages** are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph 1. or 2. above.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

All other terms and conditions of the policy remain the same.

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

## **ENDORSEMENT #2**

This endorsement, effective 7/1/2023 at 12:01 am, forms a part of Policy No. 038247880-00 issued to Lee County Industrial Development Authority by Lexington Insurance Company.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### **ECONOMIC SANCTIONS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

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

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Authorized Representative

### ENDORSEMENT #3

This endorsement, effective 7/1/2023 at 12:01 am, forms a part of Policy No. 038247880-00 issued to Lee County Industrial Development Authority by Lexington Insurance Company.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

#### **RECORDING AND DISTRIBUTION OF MATERIAL OR INFORMATION IN VIOLATION OF LAW EXCLUSION ENDORSEMENT**

The following exclusion is added to the Policy:

##### **Recording And Distribution of Material Or Information In Violation Of Law**

Any liability arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

All other terms and conditions of the policy remain the same.

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



## ENDORSEMENT #4

This endorsement, effective 7/1/2023 at 12:01 am, forms a part of Policy No. 038247880-00 issued to Lee County Industrial Development Authority by Lexington Insurance Company.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### SERVICE OF SUIT CONDITION

This endorsement modifies insurance provided under the policy:

The following condition is added to this policy and, if applicable, supersedes any Service of Suit Condition currently provided therein:

In the event of our failure to pay any amount claimed to be due hereunder, we, at your request, will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this condition constitutes or should be understood to constitute a waiver of our rights to commence an action in any court of competent jurisdiction in the United States to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such suit may be made upon Counsel, Legal Department, Lexington Insurance Company, 99 High Street, Boston, Massachusetts 02110 or his or her representative, and that in any suit instituted against us upon this Policy, we will abide by the final decision of such court or of any appellate court in the event of any appeal.

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

All other terms and conditions of the policy remain the same.

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

## ENDORSEMENT #5

This endorsement, effective 7/1/2023 at 12:01 am, forms a part of Policy No. 038247880-00 issued to Lee County Industrial Development Authority by Lexington Insurance Company.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### **ENDORSEMENT - 25% MINIMUM EARNED PREMIUM AT INCEPTION**

This endorsement modifies insurance provided under the following:

Public Officials and Employment Practices Liability Coverage Form

Notwithstanding the Cancellation Condition, in the event of cancellation of this policy by the first **named insured**, we shall retain a Minimum Earned Premium of twenty-five percent (25%).

All other terms and conditions of the policy remain the same.

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Authorized Representative



**PUBLIC OFFICIALS AND EMPLOYMENT LIABILITY APPLICATION**

This application will be attached to and become a part of the policy.

**I. GENERAL INFORMATION**

1. Name of entity to be insured: Lee County Industrial Development Authority
2. Physical address: 2201 Second Street, Suite 500, Fort Myers, FL 33901
3. Mailing address (if different):
4. City: County: State: Zip:
5. Contact Person: Sharon Brotheron Title: Phone: ( ) --
6. Do you have a risk manager?  Full time  Part time  No; If part time, how many hours per week?
7. If so, please provide name: Phone: ( ) --
8. You operate as a:  Municipality  Town/Township  County  District  Authority  Commission  Other
9. If "other", please explain:
10. When was your entity organized or incorporated? 6/25/1975
11. Population (If district or authority, show service population): Current? 803,443 Last Census? 618,754
12. Do you have a seasonal change in population of more than 25% during the year?  Yes  No
13. What is the largest city within 25 miles? Bonita Springs
14. Total number of employees: Full-time? 1 Part-time? Seasonal? Volunteers?
15. Total number of board members: Elected? Appointed? 7 If appointed, by whom? Lee County Commission
16. How many employees hold professional designations? Attorney(s), Accountant(s), Engineer(s), Architect(s)
17. Who acts as general counsel? Name: Thomas B Hart Employer: Knott, Ebelini Hart, PA
18. Do you have your own Law Enforcement department?  Yes  No
19. If not, do you have a contract for these services?  Yes  No
20. Total number of Law Enforcement employees: Full-time? Part-time? Volunteers?

**NOTE: PRU-TX also provides Law Enforcement Liability Coverage. Please ask your agent for more information and a PRU-TX application.**

**II. INSURANCE INFORMATION**

1. Please complete the following chart based on coverage currently in force. Please indicate where coverage is not in force.

	Policy Type	Policy Number	Company Name	Expiration	Limits	Deductible	Premium
a.	Public Officials	QPO01157-00	QBE Specialty Insurance	7/1/2023	\$1,000,000	\$5,000	\$3,000
b.	Employment Practices						
c.	Police Liability						
d.	General Liability	CSU0157322	Cincinnati Specialty Underwriters	9/25/2023	\$1,000,000		\$869
e.	Pkg. incl. GL/LE/PO						

2. Does your current Public Officials Liability coverage have a Retroactive Date? If so, what is it?  Yes  No
3. Does your current policy provide coverage for employment related practices?  Yes  No
4. Has your Public Officials Liability coverage ever been denied, canceled or non-renewed?  Yes  No

If so, please explain:

5. Please tell us what terms you are interested in this year.

	Limits of Liability	Deductible	Effective Date	Bid Date
Option 1	\$1,000,000		7/1/2023	
Option 2				

**PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES APPLICATION**

**III. UTILITIES / AUTHORITIES**

Which of the following operations do you own, operate, or administer?

	Operation	Yes	No	Annual Budget	No. of employees		Number of Users		
					Full-time	Part-time	Residential	Commercial	Industrial
1.	<b>Water Utility</b>		<input checked="" type="checkbox"/>						
2.	<b>Sewer Utility</b>		<input checked="" type="checkbox"/>						
3.	<b>Gas Utility</b>		<input checked="" type="checkbox"/>						
	Do you produce Gas?			Do you own or operate any gas wellheads or pipelines?			<input type="checkbox"/> Yes <input type="checkbox"/> No		
4.	<b>Electric Utility</b>		<input checked="" type="checkbox"/>						
	Do you generate power?			If yes, what is your source?					
5.	<b>Airport Authority</b>		<input checked="" type="checkbox"/>						
	Do you operate the airport?			Average number of commercial flights per week?					
				Average number of private flights per week?					
	Do you lease to a third party?			If leased, to whom?					
	Aviation Liability Coverage: Carrier:			Limits:					
	Are expansions or changes of operations or runways expected? <input type="checkbox"/> Yes <input type="checkbox"/> No			If Yes, please explain:					
6.	<b>Housing Authority</b>		<input checked="" type="checkbox"/>						
	Number of conventional units?			How many Section 8 and 23 units?					
7.	<b>Transit Authority</b>		<input checked="" type="checkbox"/>						
	Type of vehicles? <input type="checkbox"/> Trains <input type="checkbox"/> Buses <input type="checkbox"/> Other, describe:								
8.	<b>Port Authority</b>		<input checked="" type="checkbox"/>						
	Please check: <input type="checkbox"/> River <input type="checkbox"/> Ocean <input type="checkbox"/> Lake <input type="checkbox"/> Railroad <input type="checkbox"/> Other:								
9.	<b>Schools</b>		<input checked="" type="checkbox"/>						
10.	<b>Medical/Health Care Facility</b>		<input checked="" type="checkbox"/>	Please describe:					
11.	<b>Nuclear Facility</b>		<input checked="" type="checkbox"/>						
12.	<b>*Other</b>	Industrial Development Revenue Bonds							
	*List any other subsidiary boards, commissions, or authorities.								

**IV. LAND USE AND PLANNING**

1.	Do you have a zoning commission?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.	Does your legal counsel attend all meetings of the planning and zoning board?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.	Do officials receive training with respect to "open meetings" and hearing regulations?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.	Do you have a written master plan for economic development? If so, since when?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.	Do you have formally approved land use ordinances that have been reviewed by legal counsel?	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.	Do you have a formal procedure to file for a variance to land use statutes?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.	How many variances have been requested in the last 12 months?	How many have been granted?
8.	Do you have a formal process for application and approval of permits and licenses?	<input type="checkbox"/> Yes <input type="checkbox"/> No
9.	Do you have a formal written policy prohibiting officers and/or board members from sitting on decisions in which they may have a conflict of interest?	<input type="checkbox"/> Yes <input type="checkbox"/> No
10.	Have you had any disputes or claims involving a wrongful "taking", zoning variance or land use right?	<input type="checkbox"/> Yes <input type="checkbox"/> No
11.	Have you had any disputes or claims involving the approval of building permits, design, or code enforcement?	<input type="checkbox"/> Yes <input type="checkbox"/> No
12.	Have you had any disputes, claims or complaints involving open or closed landfills in the last 5 years?	<input type="checkbox"/> Yes <input type="checkbox"/> No

**PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES APPLICATION**

**V. EMPLOYMENT PRACTICES AND PROCEDURES**

1. Do you have a human resources coordinator?  Full time  Part time  No
2. If not, who is ultimately responsible for employment matters?
3. Do you have a written employment manual including all personnel policies and procedures?  Yes  No
4. Do these supervisors receive training in the proper implementation of your policies and procedures?  Yes  No
5. When was this manual last updated? Date?                      /                      /
6. Is this manual reviewed by counsel experienced and qualified in employment law?  Yes  No
7. Is this manual distributed to all employees upon hiring?  Yes  No
8. If not, please explain why.
9. Do you have a written policy with respect to both sexual and non-sexual harassment?  Yes  No
10. Do you follow a formal written procedure for employee disputes/complaints?  Yes  No
11. Are all actions to dismiss or demote employees reviewed in advance by legal counsel?  Yes  No
12. Do you require that due process be served and documented for all proceedings involving dismissal demotion or suspension?  Yes  No
13. Are all probationary or disciplinary actions recorded in writing and signed by the employee?  Yes  No
14. Are you an Equal Opportunity Employer?  Yes  No
15. Has there been a layoff of employees or reductions in service in the last three years?  Yes  No
16. Have you had a strike, slowdown, or other employee disruption in the last three years?  Yes  No
17. Has any person, former employee or job applicant filed a complaint or claim alleging unfair or improper treatment regarding employee hiring, remuneration, advancement, or termination of employment?  Yes  No
18. Have you had any disputes involving integration, segregation, discrimination or violation of civil rights?  Yes  No
19. Have any complaints been filed with the EEOC within the last three years?  Yes  No
20. Have all disputes, complaints, and claims been reported to your current or prior Public Officials carriers?  Yes  No

**Attachment: Please provide a copy of your current employment manual including policies and procedures pertaining to sexual harassment, discrimination, and employee grievances.**

**VI. FINANCIAL / BOND INFORMATION**

1. Please complete the following chart using budget figures for the past three years

Year	Revenues	Expenditures	Surplus(+)/Deficit(-)	Accumulated (+)/(-)
FY2021	\$488,136	\$372,635	+ \$115,501	
FY2122	\$339,244	\$755,200	- \$415,956	
FY2223	\$ 305,198	\$ 173,077	+ \$132,121	

2. What is the amount of your outstanding bonds?
3. What is your latest bond rating? (Moody's or Standard Poor's)  No current Rating
4. What was your previous bond rating?
5. Has any bond issue been defeated within the past three years? no  
If yes, has the proposal been resubmitted, or is it expected to be resubmitted?
6. Has your public entity been in default on the principal or interest on any bond? no
7. If yes to any of these questions, please give details:

**Attachment: Please attach your most recent audited financial statement. If your entity does not have a formal audit on a regular basis, please provide your most current annual budget.**

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**VII. LOSS HISTORY**

1. Has any claim been made against the entity, or any person in their capacity as an official or employee of the entity, in the last five years? If yes, please attach a narrative summary with details and status.  Yes  No

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2. Does any official or employee have any knowledge of any fact, circumstance or situation which might reasonably be expected to give rise to a claim? If yes, please attach a narrative summary with details.  Yes  No

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3. With respect to your Public Officials and Employment Practices Liability coverage, please complete the following table using the total dollars expended for both the settlements of claims and the expenses associated with defending those claims. "Reserves" refers to the estimated future expenses to resolve or dispose of the claims and includes both settlement and defense expenses.

Year	Carrier	Premium	Number of Claims	Total Loss Paid and Reserved	Total Expenses Paid and Reserved	Total Incurred Losses + Expenses Incl Deductible

**Attachment:** Please provide a currently valued copy of your Public Officials and Employment Practices Loss Runs for the past five years. **NOTE:** Your current and previous carriers are obligated and required to forward currently valued runs at your request. Please consult with your agent.

**VIII. WARRANTY AND ATTESTATION**

**Alabama:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution, fines, or confinement in prison, or any combination thereof.

**Alaska:** A person who knowingly and with intent to injure, defraud, or deceive an insurance company files a claim containing false, incomplete, or misleading information may be prosecuted under state law.

**Arizona:** For your protection Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

**Arkansas:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**California:** For your protection California law requires the following to appear on this form. Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in prison.

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

**Delaware:** Any person who knowingly, and with intent to injure, defraud or deceive any insurer, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.

**District of Columbia: WARNING:** It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

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

**Idaho:** Any person who knowingly and with intent to defraud or deceive any insurance company, files a statement of claim containing any false, incomplete, or misleading information is guilty of a felony.

**Indiana:** A person who knowingly and with intent to defraud an insurer files a statement of claim containing any false, incomplete, or misleading information commits a felony.

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**Kansas:** Any person who commits a fraudulent insurance act is guilty of a crime and may be subject to restitution, fines and confinement in prison. A “fraudulent insurance act” means an act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.

**Kentucky:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

**Louisiana:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

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

**Maryland:** Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**Minnesota:** A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

**New Hampshire:** Any person who, with a purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete, or misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638:20.

**New Jersey:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties. Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.

**New Mexico:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

**New York:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

**Ohio:** Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

**Oklahoma: WARNING:** Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

**Pennsylvania:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

**Rhode Island:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. **Tennessee:**

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

**Texas:** Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

**Vermont:** Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

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

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

**West Virginia:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**NOTICE TO ALL OTHER STATE APPLICANTS:** Any person who knowingly includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

**PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES APPLICATION**

The undersigned being authorized by, and acting on behalf of, the applicant and all persons or concerns seeking insurance, has read and understands this Application, and declares that all statements set forth herein are true, complete and accurate. The undersigned further declares and represents that any occurrence or event taking place prior to the inception of the policy applied for, which may render inaccurate, untrue or incomplete any statement made herein will immediately be reported in writing to the insurer. The undersigned acknowledges and agrees that the applicant's submission and Insurer's receipt of such written report, prior to the inception of the policy applied for, is a condition precedent to coverage.

The signing of this Application does not bind the undersigned to purchase the insurance, nor does review of the Application bind the insurance company to issue a policy. The applicant does hereby agree that this policy, if issued, is issued in reliance upon the truth of this application, including all requested attachments, which will be incorporated into and made a part of this policy.


*Sharon Brotherton*
**Applicant's Authorized Signature**

IDA Administrator

**Title**

June 9, 2023

**Date**


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**IX. INSURANCE AGENCY INFORMATION (to be completed by your agent)**


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1. Producer's Name: \_\_\_\_\_
2. Agency: Rosier Insurance \_\_\_\_\_
3. Mailing Address: 9696 Bonita Beach Road, Suite 103 \_\_\_\_\_
4. City: Bonita Springs State: FL Zip: 34135 \_\_\_\_\_
5. Phone Number: 239-444-1414 Fax Number: \_\_\_\_\_
6. Are you the incumbent agent?  Yes  No \_\_\_\_\_
7. Are you a licensed Surplus Lines Agent?  Yes  No License Number: \_\_\_\_\_
8. State Tax ID Number: \_\_\_\_\_