



Commercial Property

LIBERTY SURPLUS INSURANCE CORPORATION

(A New Hampshire Stock Insurance Company, hereinafter the "Company")
175 Berkeley Street; Boston, MA 02116
Toll-free number: 1-800-677-9163

POLICY DECLARATIONS

Policy No.: 1000093984-04

At 12:01 a.m. Standard Time, the Named Insurance Companies shown, (hereinafter referred to as the Company), in consideration of the payment of the premium specified in this policy and subject to each company's percent of participation, the limits of insurance, exclusions, conditions and other terms of this policy [or as may be added by form(s) or endorsement(s)] does agree with you to provide the insurance as stated in this policy.

Insured's Name & Mailing Address:

Manatee County Board of County Commissioners
1112 Manatee Avenue West, Suite 969
Bradenton, FL 34206
Bradenton, FL 34206

Policy Period:

From: 06/01/2017

To: 06/01/2018

Coverage Part(s):	Commercial Property
Limit of Liability:	\$5,000,000 (7.69%) part of \$65,000,000 per occurrence excess of \$25,000,000 per occurrence. Flood and Earthquake are subject to an annual aggregate.
Maximum Limit of Liability:	\$5,000,000 in any one occurrence
Policy Sub Limits:	Sublimits are included, and not in addition to, the Limit of Liability. Sublimits are layer sublimits. LIU's liability is limited to our share of the layer.
Coverage Forms	Manuscript Forms
Interests Covered:	Building; Personal Property and as more fully defined in the primary manuscript form
Perils Insured Against:	All Risks of Direct Physical Loss or Damage including Flood and Earthquake
Deductible(s):	As per Lead Policy
Valuation:	As per Lead Policy
Coinsurance:	As per Lead Policy

Policy Premium: \$83,425

Minimum Earned Premium: 35%

Minimum Premium endorsement(s) applies.

Total Insured Values: Policy Premium is based on \$1,173,757,530 as respects property and interest covered as of 03/23/2017 reported by the Insured in the application or request of this insurance.

Lead Carrier(s): Certain Underwriters @ Lloyds
Policy No. B1230AP00745A17

This policy is made and accepted subject to the above statement together with the provisions, stipulations and agreements contained in the form(s) and endorsement(s) made a part of this policy and shown in the **Forms and Endorsement Schedule**.

Brokerage Firm: AMWINS BROKERAGE OF TENNESSEE dba AmWINS Brokerage of Florida

Attn: Angela James
1227 S. Patrick Drive | Suite 16
Satellite Beach, FL 32937

DATE ISSUED: 05/24/2017

RENEWAL OF: 1000093984-03

The Insurer is a surplus lines insurer, is not licensed by the State and is subject to limited regulation. In the event of insolvency of the Insurer, the insurance is not covered by the State's guaranty fund. This policy may be subject to surplus lines taxes, stamping fees, surcharges, and certain surplus lines reporting requirements mandated by state regulations. The Surplus Lines Broker is responsible for the disclosure of all related taxes, surcharges, and fees. The Surplus Lines Broker is also responsible for the applicable surplus lines reporting requirements including but not limited to the submission of diligent search forms.

This policy is issued by a surplus lines insurer. In the event of insolvency of the insurer, this insurance is not covered by the Guaranty Fund or Guarantee Association.

In consideration of the payment of premium and in reliance upon statements made in the application, this policy including all endorsements issued herewith shall constitute the contract between Company and the Named Insured. This policy is valid only if signed below by a duly authorized representative of the company.

This policy, including all endorsements issued herewith, is hereby signed by:



PRESIDENT
Christopher L. Peirce



VICE PRESIDENT and SECRETARY
Mark C. Touhey

06/07/2017

Date



Commercial Property

LIBERTY SURPLUS INSURANCE CORPORATION

(A New Hampshire Stock Insurance Company, hereinafter the "Company")

Named Insured:	Manatee County Board of County Commissioners
Policy Number:	1000093984-04
Effective Date:	06/01/2017

The following are the forms attached to and forming a part of this policy:

FORMS AND ENDORSEMENTS SCHEDULE

Policy Jacket

Commercial Property Policy Declarations LSI-CPD001-0813

Forms and Endorsements Schedule LSI-CPE007-1210

Commercial Property Conditions LSI-CPP001-1113

Manuscript Form

Cancellation Endorsement LSI-CPE018-1113

Exclusion of Pathogenic or Poisonous Biological or Chemical Materials LSI-CPE010-0111

Minimum Earned Premium (Insureds with Coastal Property) LSI-CPE012-0911 80%

Nuclear Reaction or Nuclear Radiation or Radioactive Contamination Exclusion LSI-CPE008-0111

Sublimit Provision Endorsement LSI-CPE022-0713

U.S Economic and Trade Sanctions Clause OFAC 08/09

Service of Suit Clause SC-9-FL (05/16)

Exclusion of Certified Acts of Terrorism CG 21 73 01 08

Notification of Claims



Commercial Property

LIBERTY SURPLUS INSURANCE CORPORATION

(A New Hampshire Stock Insurance Company, hereinafter the "Company")

Named Insured:	Manatee County Board of County Commissioners
Policy Number:	1000093984-04
Effective Date:	06/01/2017

COMMERCIAL PROPERTY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

1. Cancellation

- A. **You** may cancel this policy by mailing or delivering to **us** an advanced written notice of cancellation stating when the cancellation shall be effective.
- B. **We** may cancel this policy for any reason by giving **you** written notice of cancellation at least:
 - i. 10 days before the date of cancellation if **we** cancel for non-payment of premium; or
 - ii. 30 days before the date of cancellation if **we** cancel for any other reasons
- C. The cancellation will be effective even if **we** have not made or offered a refund. If notice is mailed, proof of mailing will be sufficient proof of notice.
- D. If this policy is cancelled, **we** will send to **you** any refund premium due. If **we** cancel, the refund will be pro rata. If **you** cancel, the refund will be 90% of pro rata.

2. Abandonment

You may not abandon property to us.

3. Appraisal

If you disagree with us on the amount of a loss, either party may demand that the disputed amount be submitted for appraisal. A demand for appraisal will be made in writing within 60 days after our receipt of proof of loss. Each party will then choose a competent and disinterested appraiser. Each party will notify the other of the identity of its appraiser within 30 days of the written demand for appraisal.

The two appraisers will choose a competent and disinterested umpire. If the appraisers are unable to agree on an umpire within 15 days, you or we may petition a judge of a court of record in the state where the covered loss occurred, to select an umpire.

The appraisers will then set the amount of the loss or damage. If the appraisers submit a written report of an agreement to you and us, the amount they agree on will be the amount of our payment for the loss or damage. If the appraisers fail to agree within a reasonable time, they will submit their differences to the umpire. Written agreement signed by any two of these three will set the amount of loss or damage.

Each party will pay its chosen appraiser and bear the other expenses of the appraisal and umpire equally.

4. Assignment

Your assignment of this policy will not be valued except with our written consent.

5. Brands and Labels

In the event of a covered loss to branded or labeled merchandise, we may choose to take title to all or any part of that merchandise, at the value established by the terms of this policy.

Commercial Property

You may, at your own expense, stamp “salvage” on the merchandise or its containers, or may remove or obliterate the brands or labels. If such stamp, removal or obliteration will not physically damage the merchandise, but you must re-label the merchandise or containers in compliance with the requirements of law.

6. 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 policy’s terms can be amended or waived only by endorsement issued by us and made a part of this policy.

7. Collection from Others

Payment to you for a covered loss will be reduced to the extent you have collected that loss from others.

8. Concealment, Misrepresentation or Fraud

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

- A. This Coverage Part;
- B. The Coverage Property;
- C. **Your** interest in the Covered Property; or
- D. A claim under this Coverage Part.

9. Control of Property

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

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

10. Coverage Territory

Under this Coverage Part the coverage territory is the United States of America, Puerto Rico, Canada, and Virgin Islands.

11. Examination of Your Books and Records

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

12. Inspections and Surveys

- A. **We** have the right to:
 - i. Make inspections and surveys at any time;
 - ii. Give you reports on the conditions we find; and
 - iii. Recommend changes.
- B. **We** are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. **We** do not make safety inspections. **We** do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And **we** do not warrant that condition:
 - i. Are safe or healthful; or
 - ii. Comply with laws, regulations, codes or standards.
- C. Paragraph a. and b. of this condition apply not only to **us**, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
- D. Paragraph b. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

Commercial Property

13. Legal Action Against Us

No suit or other legal proceeding shall be brought against us unless there has been full compliance with all the policy terms and conditions. Any suit against us must be brought within one (1) year after the date on which the direct physical loss or damage occurred, or the shortest time permitted by law, whichever is greater.

14. No Benefit to Bailee

No person or organization, having custody of **your** insured property, will benefit from this policy.

15. Notification of Claim

The insured, upon knowledge of any occurrence likely to give rise to claim for loss or damage as covered shall notify the Company as soon as practicable but no later than one (1) year from Policy expiration.

16. Other Insurance

- A. If there is any other insurance that would apply in the absence of this policy, **we** will pay for a covered loss only after the limits of all other applicable insurance are exhausted.
- B. If this policy is deemed by law to contribute to a loss with other insurance, **we** will pay only our proportionate share of the loss, up to the applicable limit of liability. **Our** share will be the proportion that the applicable limit of liability of this policy bears to the total applicable limits of liability available from all insurance.
- C. **You** are permitted to have other insurance over any limits or sublimits of liability specified in this policy.
- D. The existence of such insurance will not reduce any limit or sublimit of liability in this policy.
- E. To the extent this policy replaces another policy, coverage under this policy shall not become effective until such other policy has terminated.

17. Our Options

At our option, we will repair, rebuild or replace damaged insured property with other property of like kind and quality within a reasonable period of time. If we elect to repair or replace the insured property, we will notify you of that decision within 60 days of our receipt of your proof of loss. We will, at our option, take the title to all or any part of the damaged or destroyed property at the agreed or appraised value.

18. Pair, Sets, or Parts

In the event of a **covered loss** to an article that is part of a pair or set, **our** payment for that loss will be:

- A. The cost to repair or replace any part to restore the pair or set to its value before the **covered loss**; or
- B. The difference between the value of the pair or set before and after the **covered loss**.

In no event will the loss of part of a pair or set be regarded as a total loss of the pair or set.

When **insured property** consists of several parts, **we** will pay only for the lost or damaged part.

19. Payment of Loss

We will pay the **covered loss** within 30 days after **we** receive and accept the signed, sworn Proof of Loss, if:

- A. **you** have complied with all the terms of this policy;
- B. **we** have reached agreement with **you** on the amount of **covered loss**; or
- C. an appraisal award is made as provided for in the APPRAISAL condition of this policy.

20. Premiums

The first Named Insured shown in the Declarations:

- A. Is responsible for the payment of all premiums; and
- B. Will be the payee for any return premiums **we** pay.

Commercial Property

21. Preservation of Property

If it is necessary to move insured property from a covered location to preserve it from loss or damage by a peril insured against, we will pay for the cost of removal and any direct physical loss or damage to that property:

- A. While it is being moved or while temporarily stored at another location; but
- B. Only if the loss or damage occurs within 10 days after the property is first moved.
- C. Payment under this Coverage Extension will not exceed the amount we would have paid if the insured property had not been removed.

Payment under this Coverage Extension will not increase the applicable Limit of Liability.

22. Requirements in Case of a Loss

In case of a loss, **you** will:

- A. Give **us** immediate written notice of the loss;
- B. Give notice of such loss to the proper authorities if the loss may be due to a violation of the law;
- C. As soon as possible, give **us** a description of the property involved and how, when and where the loss happened;
- D. Take all reasonable steps to preserve and protect the **insured property** from further damage;
- E. Promptly separate the damaged property from the undamaged property, and keep it in the best possible order for examination;
- F. Furnish a complete inventory of the lost, damaged and destroyed property, showing in detail the quantity, and amount of loss claimed under the valuation provision of the policy;
- G. Keep an accurate record of all repair costs;
- H. Keep all bills, receipts and related documents that establish the amount of loss;
- I. As often as may reasonably be required:
 - i. Permit **us** to inspect the damaged property and take samples for inspection, testing and analysis.
 - ii. Produce for inspection and copying, all of **your** books of account, business records, bills and invoices.
 - iii. Permit **us** to question, under oath, **you** and any of **your** agents, employees, or representatives involved in the purchase of this insurance or the preparation of **your** claim, including any public adjusters and any of their agents, employees or representatives, and verify **your** answers with a signed acknowledgment.
- J. Submit to **us**, within 60 days from the date of loss, unless **we** extend the time in writing, a signed, sworn Proof of Loss that states to the best of **your** knowledge and belief:
 - i. The time and origin of the loss;
 - ii. **Your** interest and the interest of all others in the property involved;
 - iii. Any other policies of insurance that may provide coverage for the loss;
 - iv. Any changes in title or occupancy of the property during the **policy period**, and
 - v. The amount of **your** claimed loss.
- K. Cooperate with **us** in the investigation and adjustment of the loss.

23. Salvage and Recoveries

All salvages, recoveries, and payments, excluding proceeds from subrogation and underlying insurance recovered or received prior to a loss settlement under this policy, shall reduce the loss accordingly.

24. Service of Suit:

It is agreed that in the event of the failure of this Company hereon to pay any amount claimed to be due hereunder, this Company hereon, at the request of the Insured, will submit to the jurisdiction of any court of competent jurisdiction with the United States of America and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

Commercial Property

It is further agreed that service of process in such suit may be made upon the Company Presidents, or their nominees. In any suit against any one of them upon this policy, the Company will abide by the final decision of such Court or any Appellate Court in the event of an appeal.

Company Presidents, or their nominees are authorized and directed to accept service of process on behalf of the Companies in any such suit and/or upon the request of the Insured to give a written undertaking to the Insured that it or they will enter a general appearance upon the Company's behalf in the event such a suit shall be instituted.

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

25. Titles of Paragraphs

The titles of paragraphs of this policy and of any endorsements attached to it are only for reference. They do not affect the terms to which they relate.

26. Transfer of Rights of Recovery Against Others to Us:

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

- A. Prior to a loss to the Insured's Covered Property or Covered Income.
- B. After a loss to the Insured's Covered Property or Covered Income only if, at time of loss, that party is one of the following:
 - i. Someone insured by this insurance;
 - ii. A business firm:
 - (a) Owned or controlled by **you**; or
 - (b) That owns or controls **you**; or
 - (c) **Your** tenant.

This will not restrict the Insured's insurance.

27. Transfer of Your Rights and Duties Under This Policy

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

EXCESS ALL RISK FOLLOWING FORM

THIS POLICY INSURES

MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS

And its affiliated subsidiary, and associated companies and/or corporations and the Insured's interest in partnerships and joint ventures as now exists or may hereafter be constituted or acquired and any party of interest which the Insured is responsible to insure, as detailed in the Manuscript Wording

INCEPTION: JUNE 1, 2017 12:01 A.M.

12:01 a.m. Standard Time at the location of the property insured

EXPIRATION: JUNE 1, 2018 12:01 A.M.

12:01 a.m. Standard Time at the location of the property insured

1. TIME OF ATTACHMENT:

It is agreed that, anything in this policy to the contrary notwithstanding, the actual effective time of attachment of this insurance on the above date shall be the same time on the above date as the actual effective time of cancellation and/or expiration of the policy(ies) replaced or renewed by this policy.

2. NOTIFICATION CLAUSE:

All notices or communications concerning this policy shall be addressed to the offices of the insured at:

1112 MANATEE AVENUE WEST
SUITE 969
BRADENTON, FLORIDA 34206

and

AmWINS Brokerage of Florida, LLC
1227 S Patrick Drive
Suite 101
Satellite Beach, FL 32937

3. LOSS PAYABLE CLAUSE:

Loss, if any, shall be adjusted with and payable to the insured or order.

4. INSURING AGREEMENTS:

Insurance is hereby provided subject to the same terms, conditions, definitions, exclusions, and provisions (EXCEPT AS REGARDS THE PREMIUM, LIMITS OF LIABILITY AND RENEWAL AGREEMENTS, IF ANY) as the underlying primary insurance listed hereunder, except as herein stated:

PRIMARY INSURER
Certain Underwriters @ Lloyds, London

POLICY NO
B1230AP00745A17

EXCESS INSURERS

Per attached Schedule of Insurers and Participation

5. LIMITS OF LIABILITY:

The Liability of this company for loss or damage by any one occurrence is **\$5,000,000 (7.692%)** part of **\$65,000,000** (excess of **\$25,000,000** as outlined in **Item 6. EXCESS CLAUSE**) and primary deductibles subject to the following aggregate Sublimits of Liability:

- (1) **\$1,923,000 (7.692%)** part of **\$25,000,000** excess of **\$25,000,000** per occurrence as respects the peril of Earth Movement (the aggregate Liability of this company for loss or damage by Earth Movement in any one annual period shall not exceed **\$1,923,000**).
- (2) **\$3,846,000 (7.692%)** part of **\$50,000,000** excess of **\$25,000,000** per occurrence as respects the peril of Flood (the aggregate Liability of this company for loss or damage by Flood in any one annual period shall not exceed **\$3,846,000**).

6. EXCESS CLAUSE:

There shall be Liability under this policy only when (1) the amount of loss, damage, or expense arising out of any one occurrence exceeds the sum of **\$25,000,000**; or (2) the Limits of all underlying insurance have been exhausted by the payment of loss, damage, or expense resulting from a peril insured under this policy.

However, notwithstanding the foregoing, it is expressly understood and agreed that, with respect to any and all coverages which are sublimited in underlying policies identified under **Item 4. INSURING AGREEMENTS**, this policy will recognize the depletion of underlying limits as a result of a loss by a peril insured under this policy which involves one or more of the aforementioned sublimited coverages. Coverage hereunder shall not serve to increase the total limits of coverage available to the Insured with respect to any and all of the aforementioned sublimited coverages nor will this policy pay any loss, damage or expense until such loss by a peril insured under this policy exceeds the sum of **\$25,000,000**.

7. PRIORITY OF PAYMENTS:

The amount of loss from any one occurrence, for which this policy(ies) is excess shall be determined by the combined loss, damage, or expense as insured under the underlying policy(ies). Any recovery made under the primary or underlying policy(ies) shall be treated as applying first in satisfaction of the loss to property and coverages not insured under this policy(ies) and thereafter in satisfaction of this loss to property and coverages insured under this policy(ies).

8. UNDERLYING LIMITS CLAUSE:

- A. In the event that a single loss occurrence caused by both a peril not insured by this policy and a peril insured by this policy exhausts the Liability of the underlying insurance, then this policy shall respond for its insured peril in excess of the amount recoverable under the underlying insurance and Self-Insured Deductible. In no event shall this policy respond until the full Limits of the underlying insurance and Self-Insured Deductible have been exhausted by a single loss occurrence.

B. In the event of the reduction or exhaustion of aggregate Limits of Liability, if any, applying to a Policy Year in the underlying insurance, this policy shall:

(1) in the event of such reduction, pay excess of the reduced aggregate,

(2) in the event of exhaustion, continue in force as primary insurance

subject to any deductible or self-insured retention to which the underlying insurance is subject. The amount of loss from any one occurrence for which this policy is liable shall be determined by the combined loss, damage or expense as insured under the underlying insurance.

Upon exhaustion of the underlying insurance, this policy shall be liable for the amount of loss in excess of the amount attributed to the underlying insurance, but only for the perils insured, coverage provided and/or locations insured by this policy.

However, notwithstanding the foregoing, it is expressly understood and agreed that, with respect to any and all coverages which are sublimited in underlying policies identified under **Item 4. INSURING AGREEMENTS**, this policy will recognize the depletion of underlying limits as a result of a loss by a peril insured under this policy which involves one or more of the aforementioned sublimited coverages. Coverage hereunder shall not serve to increase the total limits of coverage available to the Insured with respect to any and all of the aforementioned sublimited coverages nor will this policy pay any loss, damage or expense until such loss by a peril insured under this policy exceeds the sum of **\$25,000,000**.

9. INSOLVENCY CLAUSE:

If there is no recovery available because of the insolvency, or a declaration of impairment or insolvency, of the underlying Insurer(s), coverage under this policy shall apply in excess of the applicable Limit of Liability shown in **Item 6. EXCESS CLAUSE**.

10. PERILS INSURED:

All risks of direct physical loss as per primary policy(ies) listed under **Item 4. INSURING AGREEMENTS**, including Named Windstorm, Earth Movement, and Flood including flood associated with a Named Windstorm as per **PARAGRAPH D. of ITEM 16. DEFINITIONS**.

11. TERRITORIAL LIMITS:

The United States of America and its territories and Canada.

12. PROPERTY OR INTEREST COVERED:

This policy insures only the property or interests as per primary policy(ies) listed under **Item 4. INSURING AGREEMENTS**.

13. PREMIUM:

The premium for this company is **\$83,426** for the policy period from **JUNE 1, 2017 TO JUNE 1, 2018**.

14. MAINTENANCE OF UNDERLYING POLICY(IES):

It is a condition of this insurance that the underlying policy(ies) shall be maintained in full force and effect during the term of this policy. Failure of the insured to comply with the foregoing

shall not invalidate this policy, but in the event of such failure, the company shall only be liable to the same extent as it would have had the insured complied with this condition.

15. CANCELLATION:

This policy shall be cancelled at any time at the request of the insured or by the company giving one hundred and twenty (120) days written notice of intent to cancel; except, however, in the event of cancellation for non-payment of premiums under one or more parts, the company shall give ten (10) days written notice of intent to cancel the entire policy, and:

- A. If canceled at the request of the insured, the earned premium due this company for the term the policy had been in force shall be computed on a pro-rata basis;
- B. If canceled by the company, the return premium due the insured shall be computed on a pro-rata basis;
- C. Notice of Cancellation mailed to the last known address of the insured, as shown in **Item 2. NOTIFICATION CLAUSE**, if any, shall be sufficient notice.

16. DEFINITIONS:

A. OCCURRENCE

Each occurrence is defined as a loss, incident or series of losses or incidents not otherwise excluded by this Policy and arising out of a single event or originating cause and includes all resultant or concomitant insured losses. When the term applies to loss or losses from Earth Movement, Flood, or Named Windstorm, the following provisions shall apply:

B. EARTH MOVEMENT

With respect to the peril of Earth Movement, any and all losses from this cause within a one hundred sixty-eight (168) hour period shall be deemed to be one loss. The Insured may elect the moment from which each of the aforesaid periods of one hundred sixty eight (168) hours shall be deemed to have commenced but no two such one hundred sixty eight (168) hour periods shall overlap.

The Company shall not be liable for any loss caused by an Earth Movement occurring before the effective date and time of this Policy. The Company will be liable for any losses occurring for a period of up to one hundred sixty eight (168) hours after the expiration of this Policy provided that the first Earth Movement loss or damage within that one hundred sixty eight (168) hours occurs prior to the date and time of the expiration of this Policy.

In the event of there being a difference of opinion between the Insured and the Company as to whether or not all Earth Movement losses sustained by the Insured during an elected period of one hundred sixty eight (168) hours arose out of, or were caused by a single Earth Movement, the stated opinion of the National Earthquake Shock Information Service of the United States Department of the Interior or comparable Authority in any other country or locality shall govern as to whether or not a single earthquake shock continued throughout the period at the locations involved.

The term Earth Movement is defined as:

- 1) Earthquake, including any earth sinking, rising or shifting related to such event;
- 2) Landslide, including any earth sinking, rising or shifting related to such event;

- 3) Mine subsidence, meaning subsidence of man-made mine, whether or not mining activity has ceased;
- 4) Earth sinking rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action fo water under the ground surface;
- 5) Shocks, tremors, mudslide, mud flow, rock falls, volcanic eruption, collapse, tsunami, subsidence or any other Earth Movement.
- 6) Sinkhole meaning any sudden sinking or collapse of the land into underground empty spaces created by action of water on limestone or similar rock formations.

C. FLOOD

Each loss by flood shall constitute a single loss hereunder.

1. If any flood occurs within a period of the continued rising or overflow of any river(s) or stream(s) and the subsidence of same within the banks of such river(s) or stream(s) or;
2. If any flood results from any tidal wave or series of tidal waves caused by any one disturbance;

such flood shall be deemed to be a single occurrence within the meaning of this policy.

Should any time period referred to above extend beyond the expiration date of this policy and commence prior to expiration, the company shall pay all such flood losses occurring during such period as if such period fell entirely within the term of this policy.

The company shall not be liable, however, for any loss caused by any flood occurring before the effective date and time of this policy or commencing after the expiration date and time of this policy.

Flood shall mean a general condition of partial or complete inundation of normally dry land area from:

1. overflow of inland or tidal water;
2. unusual and rapid accumulation or run off of surface waters from any natural source.

Flood shall also mean mudslide or mudflow, which is a river or flow of liquid mud caused by flooding as defined in 1. or 2. above.

The definition of flood does not include ensuing loss or damage not otherwise excluded.

D. NAMED STORM

Named Windstorm means a storm or weather disturbance which has sustained wind speed in excess of 39 mph and is associated with or occurs in conjunction with a storm or weather disturbance which is identified by name by the National Weather Service (which is a component of the National Oceanic and Atmospheric Administration (NOAA)). For purposes of this definition, Named Windstorm shall include direct physical loss, damage or destruction caused by:

- 1) Direct action of wind including ensuing storm surge
- 2) Any material, object or debris that is carried, propelled or in any manner moved by such windstorm;
- 3) Any tornado(es) that is the result of actions or effects of such windstorm;
- 4) Hail that is the result of actions or effects of such windstorm;
- 5) Lightning that is the result of actions or effects of such windstorm;
- 6) Rain or water (not constituting a Flood), whether the rain or water is driven by wind or not, that enters a building or structure insured under this Policy through an opening(s) created by the direct action of such windstorm.

Each loss by Named Windstorm shall constitute a single claim hereunder; provided, if more than one Named Windstorm shall occur within any period of seventy-two (72) hours during the term of this Policy, such Named Windstorm shall be deemed to be a single Named Windstorm within the meaning thereof. The Insured may elect the moment from which each of the aforesaid periods of seventy-two (72) hours shall be deemed to have commenced but no two such seventy-two (72) hour periods shall overlap. The Company shall not be liable for any loss occurring before the effective date and time of the Policy. The Company will be liable for any losses occurring for a period of up to seventy-two (72) hours after the expiration of this Policy provided that the first Named Windstorm loss or damage within that seventy-two (72) hours occurs prior to the date and time of expiration of this Policy.

In the event of there being a difference of opinion between the Insured and the Company as to whether or not all Named Windstorm losses sustained by the Insured during an elected period of seventy-two (72) hours arose out of, or was caused by a single atmospheric disturbance, the stated opinion of the National Weather Service or comparable Authority in any other country or locality shall govern as to whether or not a single atmospheric disturbance continued throughout the period at the location(s) involved.

Any reference within this form to Windstorm shall not be applicable to Named Windstorm occurrences unless otherwise noted.

17. ATTACHMENT CLAUSE:

This policy is made and accepted subject to the foregoing provisions and stipulations which are hereby made part of this policy, together with such other provisions, stipulations, and agreements as are endorsed hereon or added hereto, as provided in this policy.

18. LOSS ADJUSTMENT SERVICES

The Insurance Company agrees to appoint Vericclaim to act on their behalf as the nominated authorized loss adjusters in respect of losses.

All claims advised to AmWINS Brokerage of Florida, LLC shall be simultaneously notified/reported to Jerry Tilly, Vericclaim, 5601 Mariner Street, Ste 425, Tampa, FL 33609, Telephone +1 813-287-0575, website: www.vericclaiminc.com

In the event that Vericclaim are notified of a loss directly they will advise this company and AmWINS Brokerage of Florida, LLC immediately.

THE INSURANCE COMPANY(IES) SIGNATORY HERETO
(HEREINBEFORE CALLED THE COMPANY)

Each for itself severally but not jointly do(es) insure for the amount underwritten for each and every loss covered hereunder as set forth under their respective names.

IN WITNESS WHEREOF, The following company(ies) execute and attest these presents, and subscribe for the amount of participation of the insurance provided hereunder, as shown:

AMOUNT	POLICY NUMBER	COMPANY	ANNUAL PREMIUM
\$5,000,000 (7.692%) Part of \$65,000,000 Excess of \$25,000,000	1000093984-07	Liberty Surplus Insurance Corporation	\$83,426

BY _____
(AUTHORIZED REPRESENTATIVE)

Schedule of Insurers and Participations

Limit	xs	Attachment	Carrier	Policy Number	Signing	Participation
25,000,000	xs	Ded	Allied World Assurance Company	0306-6986-1A	\$ 5,000,000	20.000%
			National Fire & Marine Insurance Co	42-PRP-301359-03	\$ 2,500,000	10.000%
			Axis Surplus Insurance Company	EAF793961-17	\$ 2,500,000	10.000%
			Westchester Surplus Lines Insurance Co	D37362530 009	\$ 5,000,000	20.000%
TOTAL					15,000,000	60.00%
50,000,000	xs	Ded	Certain Underwriters at Lloyds, London (THB)	B1230AP00745A17	\$ 6,703,300	13.4066%
			Lex-London, a division of AIG Europe Ltd (THB)	B1230AP00745A17	\$ 1,648,350	3.2967%
			Ironshore Insurance Ltd (inclusive of FET) (THB)	B1230AP00745D17	\$ 1,648,350	3.2967%
TOTAL					10,000,000	20.00%
90,000,000	xs	Ded	United Specialty Insurance Company (VRU)	VTZ-CN-0000069-02	\$ 3,000,000	3.333%
			Lloyds of London ASTA 2357 (VRU)	VRX-CN-0000069-02	\$ 3,000,000	3.333%
			Interstate Fire & Casualty Company (VRU)	VLL-CN-0000069-02	\$ 3,000,000	3.333%
			Interstate Fire & Casualty Co (SRU)	AMW-151389	\$ 9,000,000	10.000%
TOTAL					18,000,000	20.00%
65,000,000	xs	25,000,000	Evanston Insurance Company	MKLV11XP005885	\$ 5,000,000	7.692%
			Colony Insurance Company	XP264272	\$ 4,500,000	6.923%
			Liberty Surplus Insurance Corp	1000093984-04	\$ 5,000,000	7.692%
			Arch Specialty Insurance Company	ESP7300024-04	\$ 5,000,000	7.692%
			Landmark American Insurance Company	LHT900783	\$ 6,500,000	10.000%
			Certain Underwriters at Lloyds, London (SRU)	AQS-170523	\$ 3,307,316	5.088%
			International Insurance Company of Hannover SE (SRU)	HAQS-170523	\$ 405,184	0.623%
			General Security Indemnity Co of Arizona (SRU)	TR00093911700523	\$ 787,500	1.212%
			Certain Underwriters at Lloyds, London (THB)	B1230AP00745C17	\$ 2,312,500	3.558%
			Houston Casualty Company (THB)	B1230AP00745C17	\$ 2,312,500	3.558%
			Hallmark Specialty Insurance Company (Hlmk)	73PRX17EF88	\$ 1,937,500	2.981%
			Lloyds of London NOVAE 2007 (Hlmk)	93PRX17EF89	\$ 1,937,500	2.981%
			TOTAL			
40,000,000	xs	50,000,000	Certain Underwriters at Lloyds, London (THB)	B1230AP00745B17	\$ 2,000,000	5.000%
			Endurance Worldwide Insurance Ltd (THB)	B1230AP00745B17	\$ 3,000,000	7.500%
			Ironshore Insurance Ltd (inclusive of FET) (THB)	B1230AP00745E17	\$ 3,000,000	7.500%
TOTAL					8,000,000	20.00%
160,000,000	xs	90,000,000	Landmark American Insurance Company	LHD900782	\$ 160,000,000	100.000%
TOTAL					160,000,000	100.00%



Commercial Property

LIBERTY SURPLUS INSURANCE CORPORATION

(A New Hampshire Stock Insurance Company, hereinafter the "Company")

Named Insured: Manatee County Board of County Commissioners
Policy Number: 1000093984-04
Effective Date: 06/01/2017

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION ENDORSEMENT

In consideration of premium already charged, Commercial Policy Conditions, Forms LSI-CPP001-1113, is amended to include the following:

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for non-payment of premium; or
 - b. 120 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



LIBERTY SURPLUS INSURANCE CORPORATION

(A New Hampshire Stock Insurance Company, hereinafter the "Company")

Named Insured: Manatee County Board of County Commissioners
Policy Number: 1000093984-04
Effective Date: 06/01/2017

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF PATHOGENIC OR POISONOUS BIOLOGICAL OR CHEMICAL MATERIALS

This endorsement modifies insurance provided under the following coverage parts:

We will not pay for loss or damage caused directly or indirectly by the discharge, dispersal, seepage, migration, release, escape or application of any pathogenic or poisonous biological or chemical materials. Such loss or damage is excluded regardless of any other causes or event that contributes concurrently or in any sequence to the loss.

However, if both A and B below apply, we will pay up to a maximum of \$10,000 for any and all claims for such loss or damage arising out of events occurring within the term of this policy:

- a. the pathogenic or poisonous biological or chemical materials are normally kept at or brought onto your premises, with your consent, for use in your business operations at your premises; and
- b. The discharge, dispersal, seepage, migration, release, escape or application of the pathogenic or poisonous biological or chemical materials is accidental and is not the result of a willful or malicious act against any persons, organization, or property of any nature.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



Commercial Property

LIBERTY SURPLUS INSURANCE CORPORATION

(A New Hampshire Stock Insurance Company, hereinafter the "Company")

Named Insured: Manatee County Board of County Commissioners
Policy Number: 1000093984-04
Effective Date: 06/01/2017

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINIMUM EARNED PREMIUM (Insureds with Coastal Property)

This endorsement modifies insurance provided under the following coverage parts:

ALL COVERAGE PARTS

This endorsement replaces any cancellation provision in regards to refund or return premium calculations if we cancel the policy for non-payment of premium or the First Named Insured cancels or removes a location(s) from the policy.

If we cancel this policy for non-payment of premium or the First Named Insured cancels or removes a location(s) from this policy, the minimum premium earned for this policy, if cancelled, or for the removed location(s), will be based on the Schedule below.

Schedule Minimum Earned Premium:
<u>80%</u> of the Total Premium excluding TRIA shown on the Common Policy Declarations or the location premium for the removed location(s), if coverage for the policy or removed location (s) was in effect at any time during the period from June 1 st to November 30 th .
<u>35%</u> of the Total Premium excluding TRIA shown on the Common Policy Declarations or the location premium for the removed location (s) if coverage for the policy or removed location (s) was not in effect at any time during the period from June 1 st to November 30 th .

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



Commercial Property

LIBERTY SURPLUS INSURANCE CORPORATION

(A New Hampshire Stock Insurance Company, hereinafter the "Company")

Named Insured:	Manatee County Board of County Commissioners
Policy Number:	1000093984-04
Effective Date:	06/01/2017

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR REACTION OR NUCLEAR RADIATION OR RADIOACTIVE CONTAMINATION EXCLUSION

1. We will not pay for nuclear reaction or nuclear radiation or nuclear radioactive contamination from any cause, all whether direct or indirect, controlled or uncontrolled, proximate or remote, or is contributed to or aggravated by a covered cause of loss. However:
 - a. If fire not otherwise excluded results, the Company shall be liable for direct physical loss or damage by such resulting fire, but not including, any loss or damage due to nuclear reaction, nuclear radiation, or radioactive contamination, and
 - b. This policy does insure against physical loss or damage caused by sudden and accidental radioactive contamination, including resultant radiation damage, from material used or stored or from processes conducted on the Insured premises, provided that, at the time of such loss or damage, there is neither a nuclear reactor nor any new or used nuclear fuel on the Insured premises.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



Commercial Property

LIBERTY SURPLUS INSURANCE CORPORATION

(A New Hampshire Stock Insurance Company, hereinafter the "Company")

Named Insured:	Manatee County Board of County Commissioners
Policy Number:	1000093984-04
Effective Date:	06/01/2017

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SUBLIMIT PROVISION ENDORSEMENT

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:
COMMERCIAL PROPERTY COVERAGE PART**

Sublimit

Earthquake - \$3,845,000 (7.69%) part of \$50,000,000 per occurrence excess of \$25,000,000 per occurrence. Earthquake is subject to an annual aggregate

Flood - \$3,845,000 (7.69%) part of \$50,000,000 per occurrence excess of \$25,000,000 per occurrence. Flood is subject to an annual aggregate

The maximum Limit of Insurance is stated in the Commercial Property Coverage Part Declaration Page; however, if a Sub Limit of Liability is stated above or elsewhere in this Policy, the lesser limit shall apply.

The Sublimit(s) are the most the Company will pay in any one occurrence for various extensions, endorsements, Coverage Parts, Perils, Causes of Loss or locations. If an annual aggregate is provided, the occurrence Sublimit of Insurance is the most the Company will pay in any one policy year for such extensions, endorsement, Coverage Parts, Perils, Causes of Loss or locations.

The Sublimit(s) are part of and not in addition to the Limit of Insurance. The Sublimit(s) do not increase the Limit of Insurance or any other Sublimit.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



Commercial Property

LIBERTY SURPLUS INSURANCE CORPORATION

(A New Hampshire Stock Insurance Company, hereinafter the "Company")

Named Insured:	Manatee County Board of County Commissioners
Policy Number:	1000093984-04
Effective Date:	06/01/2017

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

U.S. ECONOMIC AND TRADE SANCTIONS CLAUSE

Whenever coverage provided by this policy would be in violation of any U.S. economic or trade sanctions such as, but not limited to, those sanctions administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), such coverage shall be null and void.

Similarly, any coverage relating to or referred to in any certificates or other evidences of insurance or any claim that would be in violation of U.S. economic or trade sanctions as described above shall also be null and void.



Commercial Property

LIBERTY SURPLUS INSURANCE CORPORATION

(A New Hampshire Stock Insurance Company, hereinafter the "Company")

Named Insured:	Manatee County Board of County Commissioners
Policy Number:	1000093984-04
Effective Date:	06/01/2017

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SERVICE OF SUIT CLAUSE – FLORIDA

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS IN THIS POLICY

Liberty Surplus Insurance Corporation hereby appoints the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute or his successor or successors in office, as the true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this contract of insurance.

The Company furthermore designates Lynette Coleman, c/o Corporation Service Company, 1201 Hays Street, Tallahassee, FL 32301 as the agent to whom a copy of the Service of Process should be forwarded by the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the State of Florida. A copy of any process, "suit", complaint or summons should be sent to Mark C. Touhey, Vice President and Secretary, Liberty Surplus Insurance Corporation, 175 Berkeley St., Boston, MA 02116.



Commercial Property

LIBERTY SURPLUS INSURANCE CORPORATION

(A New Hampshire Stock Insurance Company, hereinafter the "Company")

Named Insured:	Manatee County Board of County Commissioners
Policy Number:	1000093984-04
Effective Date:	06/01/2017

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism".

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.
2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
 - a. 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
 - b. 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.

Important Notice to Our Insureds/Brokers/Agents

NOTIFICATION OF CLAIMS

Upon knowledge of any occurrence likely to give rise to a claim hereunder, “you” must give immediate notice to:

**Liberty International Underwriters Property Claims
Department**

Claim Reporting Email: EandSClaims@LibertyIU.com



LIBERTY SURPLUS INSURANCE CORPORATION

COMMERCIAL PROPERTY

In Witness Whereof, we have caused this policy to be signed by its President and Secretary.

PRESIDENT
Christopher L. Peirce

VICE PRESIDENT and SECRETARY
Mark C. Touhey



AmWINS Brokerage of Florida, Inc.
 1227 South Patrick Drive
 Suite 101
 Satellite Beach, FL 32937

T 321.872.7631
 F

amwins.com

FL License #3399

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

POLICY PREMIUM SUMMARY

Attached to and forming part of Policy Number: 1000093984-07

Named Insured: Manatee County Board of County Commissioners **Policy Number:** 1000093984-04
Coverage: Property **Carrier:** Liberty Surplus Insurance Corporation
Agency: World Risk Management **Policy Period:** 06/01/2017 - 06/01/2018

THIS POLICY CONTAINS A SEPARATE

Policy Premium:	DEDUCTIBLE FOR HURRICANE OR WIND	\$83,426.00
Fees:	LOSSES, WHICH MAY RESULT IN HIGH	\$4.00
Total:	OUT-OF-POCKET EXPENSES TO YOU.	\$83,430.00

IMPORTANT NOTICE: THE NONADMITTED & REINSURANCE REFORM ACT (NRRRA) WENT INTO EFFECT ON JULY 21, 2011. ACCORDINGLY, SURPLUS LINES TAX RATES AND REGULATIONS ARE SUBJECT TO CHANGE WHICH COULD RESULT IN AN INCREASE OR DECREASE OF THE TOTAL SURPLUS TAXES AND FEES OWED ON THIS PLACEMENT. IF A CHANGE IS REQUIRED, WE WILL PROMPTLY NOTIFY YOU. ANY ADDITIONAL TAXES OWED MUST BE PROMPTLY REMITTED TO AMWINS.

FEES:

Fee	Amount
Florida	
EMPA (Tax Exempt Insureds)	\$4.00
Total	\$4.00
Total Fees	\$4.00

Surplus Lines Agent's Name: <u>James Ayers Compton</u>	
Surplus Lines Agent's Address: <u>302 Knight Run Av. St. 1240</u> <u>Tampa, FL 33602</u>	
Surplus Lines Agent's License #: <u>A052540</u>	
Producing Agent's Name: <u>World Risk Management</u>	
Producing Agent's Address: <u>20 N Orange Ave, #500</u> <u>Orlando, FL 32901</u>	
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.	
Premium: <u>\$83,426</u> Tax: <u>exempt</u> Service Fee: <u>exempt</u>	
EMPA Surcharge: <u>\$4</u> Broker Fee: <u>\$0</u>	
Inspection Fee: <u>\$0</u> Policy Fee: <u>\$0</u>	
Surplus Lines Agent's Countersignature: _____	