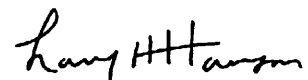


GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY
COMBINED AUTOMOBILE, CRIME, LIABILITY AND PROPERTY COVERAGES
MEMBER COVERAGE AGREEMENT

MEMBER COVERAGE AGREEMENT

VARIOUS PROVISIONS IN THIS COVERAGE DOCUMENT RESTRICT COVERAGE. READ THE ENTIRE DOCUMENT CAREFULLY TO DETERMINE RIGHTS, DUTIES AND COVERAGE LIMITATIONS.

GIRMA provides coverage in consideration of the Named Member entity's payment of contribution for **GIRMA** membership, and in reliance upon the statements that have been made in the **GIRMA** application on file with **GIRMA**.



Larry Hanson
Secretary/Treasurer
Georgia Interlocal Risk Management Agency

GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY
COMBINED AUTOMOBILE, CRIME, LIABILITY AND PROPERTY COVERAGES
MEMBER COVERAGE AGREEMENT

DESCRIPTION	INDEX	PAGE NUMBERS
General Coverage Declarations, including Agreement Period, Coverage Summary, Deductible, Definition of Member and Named Member		1-2
General Coverage Exclusions (applicable to the entire Coverage Agreement)		3
General Coverage Exclusions (applicable to the Property Coverage Section)		4-5
General Coverage Exclusions (applicable to the Casualty Coverage Section)		6-7
General Coverage Conditions (applicable to the entire Coverage Agreement)		8-9
General Coverage Conditions (applicable to the Property Coverage Section)		10-11
General Coverage Conditions (applicable to the Casualty Coverage Section)		12-13
General Coverage Definitions (applicable to the entire Coverage Agreement)		14
Property Coverage Section, including Limit of Liability, Description, Coverage, Valuation, Extensions and Definitions		16-30
Extensions of Coverage:		
Business Interruption and Extra Expense		19-21
Electronic Data Processing System Equipment		21
Electronic Data Processing Media		21-22
Electronic Data Processing Extra Expense		22-23
Valuable Papers and Records		23-24
Accounts Receivable		24-26
Transit		26
Loss of Rents		26-27
Builders' Risk		27
Demolition/Debris Removal and Cost of Clean Up/Ordinance Deficiency		27
Equipment Breakdown		27-30
Casualty Coverage Section:		
General Liability and Law Enforcement Liability, including Coverage Agreement, Exclusions and Definitions		31-34
Automobile Liability, including Coverage Agreement, Exclusions, Redefinition of Member and Definitions Uninsured Motorists, including Coverage Agreement, Exclusions and Definitions		35-36 37-38
Errors and Omissions Liability, including Coverage Agreement, Exclusions and Definitions		39-40
Employee Benefit Liability, including Coverage Agreement, Exclusions and Definitions		41-42
Crime Coverage Section:		
Coverage Agreements, including Commercial Blanket Bond, Depositor's Forgery, Money and Securities (Loss Inside/Outside Premises) Exclusions, Conditions, and Definitions		43-45
Inmate Medical Endorsement		46-53
Contingent Revenue Endorsement		54
Vacant Real Property Endorsement		55
Inflatable Amusement Device Endorsement		56
Crisis Management Coverage Endorsement		57-58
Social Engineering Fraud Endorsement		59-60
Electronic Data Endorsement		61
Terrorism and Sabotage Endorsement		62
Schedule of Authorities, Boards and Commissions		63

GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY

COMBINED AUTOMOBILE, CRIME, LIABILITY AND PROPERTY COVERAGES

MEMBER COVERAGE AGREEMENT

GENERAL COVERAGE DECLARATIONS

The **GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY (GIRMA)** is a risk sharing arrangement among Georgia Municipal Governments. GIRMA exists by authority of Official Code of Georgia Annotated 36-85-1 et seq.

THIS DOCUMENT IS NOT AN INSURANCE CONTRACT and, in accordance with the Constitution of the State of Georgia and the Official Code of Georgia Annotated 36-85-20 shall not waive the sovereign immunity of the Member.

AGREEMENT NO: VA2
NAMED MEMBER: City of Valdosta
ADDRESS: 1050 Crown Pointe Pkwy., Suite 600
Atlanta, GA 30338

In consideration of the Contribution set out in Declarations IV and in reliance upon the statements in the Application referred to in Declarations V and any supplementary information pertaining thereto, which shall be deemed incorporated herein, being representations which, if inaccurate, may render this Coverage Agreement null and void and relieve GIRMA from all liability, GIRMA agrees to provide coverages as follows:

I. COVERAGE AGREEMENT PERIOD

FROM: 5/1/2021 at 12:01 a.m. Local Time at Named Member's address shown above.
TO: UNTIL EXPIRATION OR TERMINATION OF COVERAGE AGREEMENT BY EITHER PARTY

II. COVERAGE SUMMARY

LIMITS OF LIABILITY

A. PROPERTY COVERAGE

PER OCCURRENCE LIMIT

1. Blanket Buildings and Personal Property \$178,973,601

NOTE: EXTENSIONS AND SUBLIMITS APPLY - SEE PROPERTY COVERAGE SECTION (p.17)

2. Automobile Physical Damage and Mobile Equipment Per Schedule on file with GIRMA

B. CASUALTY COVERAGE

1. General Liability and Comprehensive Law Enforcement Liability
PER OCCURRENCE LIMIT \$1,000,000
PRODUCTS/COMPLETED OPERATIONS ANNUAL AGGREGATE LIMIT \$5,000,000
FAILURE TO SUPPLY UTILITIES ANNUAL AGGREGATE LIMIT \$5,000,000

2. Automobile Liability
PER OCCURRENCE LIMIT \$1,000,000
UNINSURED MOTORIST LIMIT \$75,000

3. Errors and Omissions Liability
PER WRONGFUL ACT LIMIT \$1,000,000
ANNUAL AGGREGATE LIMIT \$5,000,000

4. Employee Benefits Liability
PER OCCURRENCE LIMIT \$1,000,000
ANNUAL AGGREGATE LIMIT \$5,000,000

C. CRIME COVERAGE

PER OCCURRENCE LIMIT

1. Blanket Bond \$500,000

2. Depositors Forgery \$500,000

3. Money and Securities (Loss Inside/Outside the Premises) \$500,000

III. DEDUCTIBLES

No Deductible applies to this member's Coverage Agreement unless a deductible amount is shown to be applicable in the schedule below:

COVERAGE

A. PROPERTY COVERAGE

1. Buildings and Personal Property \$25,000
2. Automobile Physical Damage \$1,000
3. Equipment Breakdown \$1,000

B. CASUALTY COVERAGE

1. General Liability \$25,000
2. Law Enforcement Liability \$25,000
3. Automobile Liability \$0
4. Uninsured Motorist \$1,000
5. Errors & Omissions Liability \$25,000

GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY
COMBINED AUTOMOBILE, CRIME, LIABILITY AND PROPERTY COVERAGES
MEMBER COVERAGE AGREEMENT

6. Employee Benefits Liability

\$25,000

C. CRIME COVERAGE

\$1,000

Rev 5/19 With respect to any loss involving more than one coverage, the deductible charged shall be the largest deductible. However, in situations where the deductible under the Property Coverage Section differs from the deductible under the Uninsured Motorist coverage of the Casualty Coverage Section, if Uninsured Motorist Coverage has been elected by the Named Member, and either coverage would afford coverage of the loss because the Named Member is not at fault, the lower of the two deductibles shall apply.

IV. CONTRIBUTION

As stated in the Contribution Worksheet

The contribution indicated in the worksheet is subject to review by GIRMA at each Anniversary for the forthcoming period of coverage, based on current Underwriting information.

V. APPLICATION DATED

As stated on the Application

VI. NAMED MEMBER

The entity indicated on Page 1 of this Coverage Agreement that has entered into this contract with GIRMA.

VII. MEMBER

It is agreed that the unqualified word "Member" wherever used in this Coverage Agreement includes not only the Named Member but also:

A. any person who is a member of the governing body of the Named Member while acting within the scope of their duties for or on behalf of the Named Member;

B. any Member of the Authorities, Boards or Commissions appointed by the Named Member while acting within the scope of their duties as such, but only in respect to operations by or on behalf of the Named Member;

Rev 5/19 C. any Director, Employee, Officer, Trustee or Volunteer, past or present, acting for and on behalf of the Named Member and under its direction and control or appointed by the Named Member while acting within the scope of their duties as such, and any person, organization, trustee or estate to whom the Named Member is obligated by virtue of written contract or agreement to provide coverage such as is offered by this Coverage Agreement but only in respect of operations by or on behalf of the Named Member;

Rev 5/21 D. any Authority, Board, or Commission affiliated with the Named Member for which the Named Member exercises direction and control and identified by the Named Member at inception or renewal by schedule on file with GIRMA. For purposes of this subsection VII.D, "direction and control" shall exist when the following elements are all present:

1. the power of the Named Member, or members of its governing body, to appoint and remove (including by failure to reappoint) a majority of the directors;
2. provision of a significant portion of operational funding on an annual basis by the Named Member; and
3. service by Named Member as custodian or trustee for all monies and property, or the power to disapprove any proposed issue of revenue bonds, notes or other obligations, of the Authority, Board, or Commission, if any.

No person or organization is covered with respect to the conduct of any partnership, joint authority, joint venture, multijurisdictional law enforcement or other organization or multijurisdictional penal institution that is not shown as a Named Member in the Declarations, except for the Named Member and its employees.

VIII. THIS COVERAGE AGREEMENT INCLUDES THESE ENDORSEMENTS AT INCEPETION DATE:

Inmate Medical Coverage Endorsement

Contingent Revenue Interruption Endorsement

Vacant Real Property Endorsement

Inflatable Amusement Device Endorsement (Rev 5/1/19)

Crisis Management Coverage Endorsement (Rev 5/1/19)

Social Engineering Fraud Endorsement (Rev 5/1/20)

Electronic Data Endorsement (Rev 5/1/20)

Terrorism and Sabotage Endorsement (Rev 5/1/21)

GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY
COMBINED AUTOMOBILE, CRIME, LIABILITY AND PROPERTY COVERAGES
MEMBER COVERAGE AGREEMENT

GENERAL COVERAGE EXCLUSIONS

I. GENERAL EXCLUSIONS APPLICABLE TO THE ENTIRE COVERAGE AGREEMENT

A. ASBESTOS

This Coverage Agreement does not cover any claim arising out of or in any way connected with any Asbestos Claim, the term "Asbestos Claim" defined as meaning any claim based upon or arising out of the manufacture, sale, distribution, handling, installation, repair, removal, disposal, storage, processing or use of any product containing asbestos in any form.

B. NUCLEAR INCIDENT

This Coverage Agreement does not cover any loss, damage, liability or expense arising out of any nuclear incident, accident, loss, occurrence, claim made or loss discovered; or as a result of the ownership management, manufacture, design, service, operation, storage, use, existence, handling, processing, sale, distribution, responsibility for, disposal of, or Entrustment to Others of nuclear materials, nuclear products or the by-products thereof. For the purposes of this exclusion, the term "Entrustment to Others" shall include, but not be limited to, involvement of parties other than the Named Member pursuant to contracts, licenses, leases, permits, franchises and consignments.

C. WAR CLAUSE

This Coverage Agreement does not cover any loss, damage, liability or expense arising out of War, whether or not declared, or any act or condition incident to War. The term "War" includes, but is not limited to, invasion, acts of foreign enemies, hostilities or warlike operations, civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military, or usurped power. The term "War" shall not include an act of terrorism. "Act of terrorism" shall mean any 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; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States by coercion.

GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY
COMBINED AUTOMOBILE, CRIME, LIABILITY AND PROPERTY COVERAGES
MEMBER COVERAGE AGREEMENT

II. GENERAL EXCLUSIONS APPLICABLE TO THE PROPERTY COVERAGE SECTIONS (pp16-30)

The Property Coverage Section does not apply to any claim for damages, whether direct or consequential, or for any cause of action which is covered under any other Section of this Coverage Agreement. In addition to the General Coverage Agreement Exclusions cited above, the Property Coverage Section does not provide coverage for:

Rev 5/21

A. loss or damage caused by or resulting from moth, vermin, termites or other insects; inherent vice, latent defect, wear, tear, gradual deterioration or depreciation; contamination, corrosion, rust, wet or dry rot, mold; fungus, mildew or yeast, including any spores, scents, toxins or by-products produced by or emanating from such mold, fungus, mildew or yeast; dampness of atmosphere, smog or extremes of temperature; or any loss or damage by settling, for any reason, including movement of any kind, shrinkage or expansion in building or foundation; unless such loss or damage is caused directly by fire or the combating thereof, or lightning, windstorm, hail, explosion, strike, riot or civil commotion, aircraft, vehicles, breakage of pipes or apparatus, sprinkler leakage, vandalism and malicious mischief, theft or attempted theft;

B. as respects property in the course of construction:

1. loss or damage to property caused by or resulting from errors in design or testing of that property but not excluding resultant physical loss or damage to property covered hereunder other than the property lost or damaged by error in the design or testing of that property;
2. the repair or replacement of faulty or defective workmanship, material or construction, but this exclusion shall not apply to physical damage to other property resulting from such faulty or defective workmanship or material;
3. penalties for non-completion of or delay in completion of contract or non-compliance with contract conditions, nor for loss of use of occupancy howsoever caused;

C. loss resulting from delay or loss of markets, or loss of use except as covered by Business Interruption and Extra Expense as defined in Property Coverage Section III.A. (pp19-21) of this Coverage Agreement.

Rev 5/21

D. inventory shortage, mysterious disappearance or loss of or damage caused by or resulting from misappropriation, conversion, infidelity, dishonesty, fraudulent or criminal act(s) on the part of the Member or any other party of interest, whether acting alone or in collusion with others;

E. any increase of loss due to interference with rebuilding, repairing or replacing the property or with the resumption or continuation of business at the described premises caused by strikers or other persons;

F. loss or damage to personal property caused by processing, renovating, repairing or faulty workmanship thereon, or loss or damage to real property caused by faulty workmanship thereon, unless fire or explosion ensues, and then only for direct loss or damage caused by such ensuing fire or explosion;

G. loss or damage to personal property resulting from shrinkage, evaporation, loss of weight, leakage, depletion, erosion, marring, scratching, exposure to light, or change in color, texture or flavor, unless such loss or damage is caused directly by fire or the combating thereof, or lightning, windstorm, hail, explosion, strike, riot or civil commotion, aircraft, vehicles, breakage of pipes or apparatus, sprinkler leakage, vandalism and malicious mischief, theft or attempted theft;

H. loss or damage to real property resulting from cracking, bulging, expansion of pavements, foundations, walls, floors or ceilings, unless one or more of the building or structure's walls or roofs is physically broken and falls to the lower level; if however, direct loss by liquids or gases not otherwise excluded, or collapse results, then this Coverage Agreement shall cover only the resulting loss; extremes or changes of temperature (except to water piping or space heating equipment due to freezing) or changes in relative humidity, all whether atmospheric or not;

Rev 5/21

I. loss or damage to electrical or electronic appliances, devices, system or network fixtures or wiring or device, appliance, system or network utilizing radio, cellular, microwave or satellite technology caused by artificially generated electrical current, including arcing, electrical charge produced or conducted by a magnetic or electromagnetic field, pulse of electromagnetic energy or electromagnetic waves or energy unless fire or explosion ensues, and then only for the actual loss or damage caused by such ensuing fire or explosion; however, this exclusion shall not apply with respect to Electronic Data Processing System Equipment Coverage or Equipment Breakdown Coverage;

GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY
COMBINED AUTOMOBILE, CRIME, LIABILITY AND PROPERTY COVERAGES
MEMBER COVERAGE AGREEMENT

- J. any increase in loss due to the suspension, lapse or cancellation of any lease or license, contract or order;
- K. any earth movement (other than sinkhole collapse), such as an earthquake, landslide, mine subsidence or earth sinking, rising or shifting except to the extent of coverage provided for "Earthquake" as defined in Property Coverage Section II.C. (p18) under Property Coverage Section I.E1.b. (p18) of this Coverage Agreement; however, if loss or damage by fire or explosion results, GIRMA agrees to pay for that resulting loss or damage;
- L. any volcanic eruption, explosion or effusion; however, if loss or damage by fire, building glass breakage or volcanic action results, GIRMA agrees to pay for that resulting loss or damage;

Volcanic action means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

1. airborne volcanic blast or airborne shock waves;
2. ash, dust or particulate matter; or
3. lava flow.

All volcanic eruptions that occur within any seventy-two (72) hour period will constitute a single Occurrence. Volcanic action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to the individual property shown in the schedule on file with GIRMA;

Rev 5/21

- M. any flood, surface water, waves, tides, tidal waves, overflow of any body of water or their spray, all whether driven by wind or not (including storm surge and tsunami); mudslide or mudflow; waterborne material carried or otherwise moved by any of the foregoing or material carried or moved by mudslide or mudflow; water that backs up from a sewer or drain; or water under the ground surface pressing on, or flowing or seeping through: (a) foundations, walls, floors or paved surfaces, (b) basements, whether paved or not, or (c) doors, windows or other openings except to the extent of coverage provided for "Flood" as defined in Property Coverage Section II. D. (p18) under Property Coverage Section I. E.1.a. (p18) of this Coverage Agreement; however, if loss or damage by fire, explosion or sprinkler leakage results, GIRMA agrees to pay for that resulting loss or damage; this exclusion applies regardless of whether any excluded peril is caused by an act or nature or is otherwise caused—for example, due to the whole or partial failure of a dam, levee, seawall or other boundary or containment system.

- N. any of the following property:
 1. accounts, bills, currency, deeds, evidences of debt or title, money, notes or securities;
 2. aircraft;
 3. animals;
 4. jewelry or furs;
 5. land;
 6. precious metals or precious stones;
 7. property in transit;
 8. retaining walls not constituting part of a building when loss is caused by ice or water pressure;
 9. standing timber, shrubs, plants or growing crops;
 10. underground mines and mining property located below the surface of the ground or any property undergoing installation breakdown tests;
 11. watercraft over twenty-six (26) feet in length.

Rev 5/21

- O. any expenses incurred in connection with testing for, monitoring, evaluating, cleaning up, removing, containing, treating, detoxifying or neutralizing Pollutants. "Pollutants" includes, but is not limited to, any light, noise, solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkali, chemicals and Waste. "Waste" includes, but is not limited to, materials to be recycled, reconditioned or reclaimed.

Rev 5/21

- P. loss or damage caused by or resulting from any virus, bacterium or other microorganism that induces or is capable of inducing physical distress, illness or disease.

GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY
COMBINED AUTOMOBILE, CRIME, LIABILITY AND PROPERTY COVERAGES
MEMBER COVERAGE AGREEMENT

III. GENERAL EXCLUSIONS APPLICABLE TO THE CASUALTY COVERAGE SECTIONS (pp 31-42)

The Casualty Coverage Section does not apply to any claim for damages, whether direct or consequential, or for any cause of action which is covered under any other Section of this Coverage Agreement. In addition to the General Coverage Agreement Exclusions cited above, the Casualty Coverage Section does not provide coverage for:

Rev 5/21

- A. any claim arising out of or in any way connected with any liability arising out of the ownership, maintenance, loading or unloading, use or operation of any aircraft, airfields, runways, hangers, buildings or other properties in connection with aviation activities. This exclusion applies even if the claim against any Member alleges negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others engaged in such activities.

However, in consideration of the paid member contribution, it is understood and agreed that coverage granted under Casualty Coverage Section I (General Liability and Law Enforcement Liability) applies to aircraft used by the Named Member, always provided that the Named Member:

1. has no interest in the aircraft as owner in whole or in part;
2. exercises no part in the servicing or maintenance of the aircraft;
3. exercises no part in the appointment or provision of personnel for the operation of the aircraft.

This coverage extension relating to aircraft used by the Named Member does not apply:

1. to liability arising out of any product manufactured, sold, handled or distributed by the Named Member;
2. to any aircraft having a seating capacity, including crew, in excess of eight (8) seats unless prior written approval is received by the Named Member from GIRMA;
3. to liability for loss of or damage to the aircraft or any consequential loss arising therefrom;
4. when the aircraft is used by the Named Member for hire or reward;

Rev 5/20

It is further understood and agreed that coverage granted under this Casualty Coverage Section I applies to Unmanned Aircraft System Activities (as defined in Casualty Coverage Section I.C.9) conducted in compliance with 14 C.F.R. Part 107.

- B. any claim, liability or expense arising out of or in any way connected with:
1. any actual, alleged or threatened discharge, dispersal, release or escape of Pollutants, whether or not such claim, liability or expense has occurred as the direct or as the indirect result of such discharge, dispersal, release or escape of Pollutants.
 2. any order, direction, suggestion or request by any governmental agency, court or other public authority that a Member test for, monitor, evaluate, clean-up, remove, contain, treat, detoxify or neutralize Pollutants. The term "Pollutants" includes, but is not limited to, any light, noise, solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkali, chemicals and Waste. The term "Waste" includes, but is not limited to, materials to be recycled, reconditioned or reclaimed.
With respect to bodily injury or property damage arising out of heat, smoke or fumes from a hostile fire, this exclusion does not apply (as used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be).

This exclusion B. does not apply to:

1. Bodily Injury or Property Damage arising from heat, smoke or fumes from a hostile fire (for this purpose a "hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be);
2. Bodily Injury or Property Damage arising from:
 - a. fuel, lubricants, fluids or exhaust gases that have leaked from a Covered Automobile (as defined in Casualty Coverage Section II.D.2) if they are needed for or result from normal electrical hydraulic or mechanical function of an automobile and leak from the part of the automobile designed by its manufacturer to hold or dispose of them;
 - b. fluids or fuel that have leaked from a Covered Automobile after an accident; or
 - c. overturn or upset of a Covered Automobile;
3. Bodily Injury or Property Damage arising from the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of Mobile Equipment or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the Bodily Injury or Property Damage arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by the Member or a contractor or subcontractor.
4. Bodily Injury or Property Damage arising out of or in any way connected with the application of fungicides, herbicides or pesticides if these operations meet all standards of any statute, ordinance, regulation or license requirement of any federal, state or local government which apply to those operations;

GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY
COMBINED AUTOMOBILE, CRIME, LIABILITY AND PROPERTY COVERAGES
MEMBER COVERAGE AGREEMENT

- 5. Bodily injury or Property Damage arising out of or in any way connected with the Named Member's fire department while engaged in training burns, intentional demolition or burns for the purpose of limiting a fire, or while engaged in the discharge of Pollutants for the purpose of controlling a fire.
- 6. Bodily injury or Property Damage arising out of or in any way connected with the Named Member's fire department or hazardous response team while responding to any actual, alleged or threatened discharge, dispersal, release or escape of Pollutants caused by a third party unrelated to the Named Member.
- C. any claim arising out of or in any way connected with eminent domain, condemnation or inverse condemnation, condemnation or inverse condemnation proceedings, by whatever name called, whether such liability accrues directly against the Named Member or by virtue of any agreement entered into by or on behalf of the Named Member;
- D. any claim arising out of or in any way connected with any liability arising out of Hospital/Clinic Malpractice;
- E. any claim arising out of or in any way connected with any claim seeking relief in any form other than Money Damages including but not limited to equitable, declaratory, or extraordinary relief or redress;
- F. fines or penalties imposed by law;
- G. any claim arising out of or in any way connected with Personal Injury, Bodily Injury or Property Damage that was known to any Member before the inception of this Coverage Agreement, in the event that Prior Acts coverage is added to this Coverage Agreement by Extension.
- H. any matter that is uninsurable under governing law;
- I. any claim seeking the return or disgorgement of taxes, assessments, grants, penalties, fines, or fees.
- J. punitive or exemplary damages
- K. attorneys fees that are awarded independently and not as part of a covered claim for Money Damages.
- Rev 5/21 L. any claim arising out of or in any way connected with the actual or alleged presence or transmission of a communicable disease. This exclusion applies even if the claims against any Member allege negligence or other wrongdoing in the (1) supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease; (2) testing for a communicable disease; (3) failure to prevent the spread of the disease; or (4) failure to report the disease to authorities. Coverage shall be provided for cost of defense only subject to an Annual Aggregate Limit of Liability of \$100,000.
- Rev 5/21 M. any claim arising out of or in any way connected with:
 - 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 the Member 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.
- Rev 5/21 N. any claim arising out of or in any way connected with Sexual Misconduct. A Member will be covered, and GIRMA will provide the Member with a defense, in accordance with the terms, limitations and conditions of this Coverage Agreement, as to any claim arising out of any alleged or actual Sexual Misconduct until such time that a judgment or other final adjudication should establish, or it is otherwise determined by GIRMA, that such Member participated in, knowingly allowed, or directed the Sexual Misconduct.

GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY
COMBINED AUTOMOBILE, CRIME, LIABILITY AND PROPERTY COVERAGES
MEMBER COVERAGE AGREEMENT

GENERAL COVERAGE CONDITIONS

I. GENERAL CONDITIONS APPLICABLE TO THE ENTIRE COVERAGE AGREEMENT

A. ACTION AGAINST GIRMA

No suit to recover on account of loss under this Coverage Agreement shall be brought until ninety (90) days after the proof of loss shall have been furnished, nor at all unless commenced within twenty-seven (27) months from the date upon which loss occurred. No legal action may be brought against GIRMA unless there has been full compliance with all of the terms and conditions of the Coverage Agreement. No action asserting liability of a Member may be brought against GIRMA until the amount of that liability has been determined by judgment of a court of competent jurisdiction or established under a settlement and release of liability signed by GIRMA, the Member and the claimant or the claimant's legal representative. GIRMA will not be liable for amounts that are not payable under the terms of this Coverage Agreement or that are in excess of the applicable limit of liability. In addition, no legal action may be brought against GIRMA to determine the liability of a Member.

Rev 5/21

B. ASSIGNMENT

No assignment, by operation of law or otherwise, of GIRMA's rights, duties, powers and/or privileges under this Coverage Agreement shall be binding upon GIRMA.

C. ASSISTANCE AND COOPERATION

As a condition of coverage, all Members shall assist and cooperate with GIRMA and upon the request of GIRMA, or its authorized representatives, shall submit to examination and interrogation by a representative of GIRMA, under oath if requested, and shall attend hearings, depositions and trials and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses in the conduct of suits, and in the giving of a written statement or statements to GIRMA representatives and meeting with such representatives for the purposes of investigation or defense.

D. BANKRUPTCY AND INSOLVENCY

In the event of the bankruptcy or insolvency of the Named Member, GIRMA shall not be relieved of the payment of any claims hereunder because of such bankruptcy or insolvency.

E. TERMINATION

This Coverage Agreement may be terminated in accordance with Section 5.3 and 5.4 of the Intergovernmental Contract executed by the Named Member, the bylaws of GIRMA and the rules and regulations of the Georgia Insurance Department. If this Coverage Agreement is terminated by the Named Member prior to May 1 of any year, there may be a short rate penalty of 10% of the unearned contribution.

F. CHANGES

By acceptance of this Coverage Agreement the Member agrees that it embodies all Agreements existing between the Member and GIRMA or any of GIRMA's agents relating to this Coverage Agreement. None of the provisions, conditions or other terms of the Coverage Agreement shall be waived or altered except by written endorsement executed by GIRMA; nor shall notice to any GIRMA agent or knowledge possessed by any agent or by any other person be held to effect a waiver or change in any part of the Coverage Agreement.

Rev 5/21

G. DEDUCTIBLE

The obligation of GIRMA to pay for covered loss, covered damages and defense costs on behalf of the Member shall apply only to the amount of covered loss, covered damages and defense costs in excess of the applicable deductible amount shown in Declarations III. The deductible amount so stated applies on a per Occurrence or Wrongful Act basis, as applicable. The terms of the Coverage Agreement, including those with respect to GIRMA's rights and duties for the defense of suits, apply irrespective of the application of the deductible amount. GIRMA may pay any part or all of the deductible amount to effect a settlement or defend any claim or suit, and upon notification of the action, the Named Member shall promptly reimburse GIRMA for such part of the deductible amount as has been paid by GIRMA. If a deductible amount is changed (e.g., upon May 1 renewal), the change will apply with respect to Occurrences and Wrongful Acts happening on or after the effective date of the change.

H. DUE DILIGENCE CLAUSE

The Named Member shall use due diligence and concur in doing all things reasonably practicable to avoid or diminish any loss of or damage to the property herein covered.

I. FRAUDULENT CLAIMS

If the Named Member shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Coverage Agreement shall become void and all claims hereunder shall be forfeited.

GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY
COMBINED AUTOMOBILE, CRIME, LIABILITY AND PROPERTY COVERAGES
MEMBER COVERAGE AGREEMENT

J. INSPECTIONS, AUDIT AND VERIFICATION OF VALUES

GIRMA or its duly authorized representatives shall be permitted at all reasonable times during continuance of this Coverage Agreement to inspect the premises used by the Named Member and to examine the Named Member's books or records so far as they relate to coverage afforded by this Coverage Agreement.

Rev 5/21

K. LIBERALIZATION

If GIRMA adopts any revision that would broaden the coverage under this Coverage Agreement without requiring additional Contribution by the Named Member within 45 days prior to or during the Coverage Agreement Period, the broadened coverage will immediately apply to this Coverage Agreement.

L. MORTGAGE CLAUSE

The interest of any mortgagor on property covered hereunder is included as if a separate endorsement were attached hereto to the extent of the amount of mortgage as of the date of loss subject to the Limit of Liability set forth in this Coverage Agreement.

M. OTHER COVERAGE OR INSURANCE

If any other insurance, excess insurance, reinsurance or indemnity exists protecting against loss or loss expenses covered by this Coverage Agreement, the indemnity afforded by this Coverage Agreement shall apply in excess of such other insurance, excess insurance, reinsurance or indemnity unless such other insurance, excess insurance, reinsurance or indemnity shall specifically apply only in excess of this Coverage Agreement.

N. RECORDS

It is hereby understood and agreed that the records and books as kept by the Named Member shall be accessible to GIRMA in determining the amount of loss or damage covered hereunder.

O. SUBROGATION AND SALVAGE

The Named Member shall prosecute any and all claims the Named Member may have against any person, firm or corporation arising out of any loss, Occurrence, claim made or loss discovered resulting in any loss, and all recoveries therefrom shall be applied to reduce the loss to which this Coverage Agreement applies, after deducting from such recoveries the expenses incurred in effecting the same. Should the Named Member have such a claim against any person, firm or corporation that it fails or neglects to enforce within a reasonable time, GIRMA shall be subrogated to such claim and the Named Member shall execute any and all papers and documents necessary to vest full right, title and interest in said claim in GIRMA and GIRMA may prosecute the same in its own name or in the name of the Named Member. The Named Member shall cooperate to the fullest extent with GIRMA in the enforcement of any such claim. The net proceeds derived from any such claim shall first be used by GIRMA to reimburse the Named Member for any deductible charged and any excess shall be retained by GIRMA.

All salvages, recoveries or payments recovered or received subsequent to settlement of losses hereunder net of the costs and expenses or obtaining the same, shall be applied as if covered or received prior to the settlement, and all necessary adjustments made accordingly.

P. UNINTENTIONAL ERRORS AND OMISSIONS

It is agreed that failure of the Member to disclose all hazards existing as of the inception date of the Coverage Agreement shall not prejudice the Member with respect to the coverage afforded by this Coverage Agreement provided such failure or omission is not intentional.

Q. WAIVER OF SUBROGATION

This Coverage Agreement shall not be invalidated if the Named Member by written agreement has waived or shall waive its right of recovery from any party for loss or damage covered hereunder; provided that any such waiver is made prior to the Occurrence of said loss or damage.

GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY
COMBINED AUTOMOBILE, CRIME, LIABILITY AND PROPERTY COVERAGES
MEMBER COVERAGE AGREEMENT

II. GENERAL CONDITIONS APPLICABLE TO THE PROPERTY COVERAGE SECTIONS (pp16-30)

A. ARBITRATION

As a condition precedent to any right of action hereunder, any dispute or difference between the Named Member and GIRMA relating to the interpretation or performance of this Coverage Agreement, including its formation or validity, or any transaction under this Coverage Agreement, whether arising before or after the termination or expiration of the Coverage Agreement shall be submitted to arbitration.

Upon written request of either party hereto, each party shall choose an arbitrator and the two chosen shall select a third arbitrator. If either party refuses or neglects to appoint an arbitrator within thirty (30) days after receipt of the written request for arbitration, the requesting party may appoint a second arbitrator.

If the two arbitrators fail to agree on the selection of a third arbitrator within thirty (30) days of their appointment, either party may petition the American Arbitration Association to appoint the third arbitrator. If the American Arbitration Association fails to appoint the third arbitrator within thirty (30) days after it has been requested to do so, either party may request a court of the general jurisdiction of the State of Georgia to appoint the third arbitrator. All arbitrators shall be active or retired officers of insurance or reinsurance companies, and disinterested in the outcome of the arbitration. Each party shall submit its case to the arbitrators within thirty (30) days of the appointment of the third arbitrator.

The parties hereby waive all objections to the method of selection of the arbitrators, it being the intention of both parties that all the arbitrators be chosen pursuant to the method agreed herein.

The arbitrators shall have the power to determine all procedural rules for the holding of the arbitration including, but not limited to, inspection of documents, examination of witnesses and any other matter relating to the conduct of the arbitration. The arbitrators shall interpret this Coverage Agreement as an honorable engagement and not as merely a legal obligation; they are relieved of all judicial formalities and may abstain from following the strict rules of law. The arbitrators may award interest and costs. Each party shall bear the expenses of its own arbitrator and share equally with the other party the expenses of the third arbitrator and of the arbitration.

The decision in writing of the majority of the arbitrators shall be final and binding upon both parties. Judgment may be entered upon the final decision of the arbitrators in any court having jurisdiction.

The arbitration shall take place in the City of Atlanta, unless otherwise mutually agreed between the Named Member and GIRMA.

This condition shall remain in full force and effect in the event any other provision of this Coverage Agreement shall be found invalid or non-binding.

B. ARCHITECT'S AND ENGINEER'S FEES

This Coverage Agreement covers the additional assessment involving architect's and/or engineer's fees for consultations arising from losses resulting from a covered peril. Fees are limited to seven (7) percent of the replacement cost.

C. AUTOMATIC ACQUISITION CLAUSE

This coverage is automatically extended to cover additional property or interests of the Named Member, of the types covered by this Coverage Agreement, usual or incidental to the operations of the Named Member which are acquired or otherwise become at the risk during the period of this Coverage Agreement, within the territorial limits stated herein, subject to the values at that time not exceeding \$100,000.

In the event that the coverage being required for additional property or interests exceeds \$100,000, written details of said property or interests are to be provided to GIRMA for contribution consideration not later than ninety (90) days from the date the said additional property or interests became at the risk of the Named Member, this Coverage Agreement automatically providing coverage for such period of time.

D. JOINT LOSS CLAUSE

In the event of damage to or destruction of property at a location designated in this Coverage Agreement and also designated in a Boiler and Machinery policy not provided by GIRMA and there is a disagreement between GIRMA and the Boiler and Machinery insurer with respect to:

1. whether such damage or destruction was caused by a peril covered by this Coverage Agreement or by an accident covered by such Boiler and Machinery policy; or
2. the extent of the participation of this Coverage Agreement and of such Boiler and Machinery insurance in a loss which may be covered against, partially or wholly, by either or both Agreements.

GIRMA shall pay to the Named Member the amount of the loss which is in disagreement, but in no event more than GIRMA would have paid if there had been no Boiler and Machinery insurance in effect, subject to the following conditions:

GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY
COMBINED AUTOMOBILE, CRIME, LIABILITY AND PROPERTY COVERAGES
MEMBER COVERAGE AGREEMENT

1. the amount of the loss which is in disagreement after making provisions for any undisputed claims payable under the said coverage descriptions and after the amount of the loss is agreed upon by GIRMA and the Boiler and Machinery insurer is limited to the minimum amount remaining payable under either the Boiler and Machinery or Fire Agreements;
2. the Boiler and Machinery insurer shall simultaneously pay GIRMA one-half (1/2) of said amount which is in disagreement;
3. the payments by GIRMA and other insurers hereunder and acceptance of the same by GIRMA signify the arrangement for GIRMA and other insurers to submit to and proceed with arbitration within ninety (90) days of such payments;
4. the arbitrators shall be three (3) in number, one of whom shall be appointed by the Boiler and Machinery insurer and one of whom shall be appointed by GIRMA and the third appointed by consent of the other two, and the decision by the arbitrators shall be binding on the parties and that judgment upon such award may be entered in any court of competent jurisdiction;
5. GIRMA and the Named Member agree to cooperate in connection with such arbitration but not intervene therein;
6. the provisions of this Coverage Agreement shall not apply unless such other Boiler and Machinery policy is similarly endorsed;
7. acceptance by GIRMA of sums paid pursuant to the provisions of this Coverage Agreement, including an arbitration award, shall not operate to alter, waive, surrender or in any way affect the right of GIRMA against any of the Agreements.

E. CIVIL AUTHORITY CLAUSE

Notwithstanding anything contained in this Coverage Agreement, property which is covered under this Coverage Agreement is also covered against the risk of damage to or destruction by civil authority due to a covered peril; provided that any such damage or destruction is neither caused by or contributed to by War as defined in General Coverage Exclusions I.C..

Rev 5/21

F. EXPENSE TO REDUCE OR PREVENT LOSS

The Named Member shall employ every reasonable means to protect any damaged property covered under this Coverage Agreement from further damage, including the prompt execution of temporary repairs where necessary for such protection and the separation of damaged from undamaged personal property. GIRMA shall be liable for reasonable expenses so incurred to minimize insured loss, but any payment under this provision shall not serve to increase the Limit of Liability that would otherwise apply at the time and place of loss, nor shall such expenses exceed the amount by which the loss is reduced.

Rev 5/21

G. MEMBER'S DUTIES WHEN A LOSS OCCURS

As a condition precedent to the obligations of GIRMA under this Coverage Agreement, upon knowledge of loss or of an Occurrence which may give rise to a claim hereunder, the Member shall:

1. give notice thereof as soon as practicable to GIRMA, and, if the loss is due to a violation of law, also to the police; and,
2. file detailed proof of loss, as requested, duly sworn to, with GIRMA promptly upon the expiration of the ninety (90) days after the discovery of loss.

Upon GIRMA's request, the Member shall submit to examination by GIRMA, subscribe the same, under oath if required, and produce for GIRMA's examination all pertinent records, all at such reasonable times and places as GIRMA shall designate, and shall cooperate with GIRMA in all matters pertaining to loss or claims with respect thereto. GIRMA shall, in addition to the applicable Limit of Liability, reimburse the Member for all reasonable expenses, other than loss of earnings, incurred at GIRMA's written request.

H. REMOVAL CLAUSE

This Coverage Agreement covers the expense and damage to property removed from the premises which results from said real property being endangered by the perils covered against.

GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY
COMBINED AUTOMOBILE, CRIME, LIABILITY AND PROPERTY COVERAGES
MEMBER COVERAGE AGREEMENT

III. GENERAL CONDITIONS APPLICABLE TO THE CASUALTY COVERAGE SECTIONS (pp31-42)

A. CROSS LIABILITY

In the event of liability being incurred by reason of injury suffered by any employee of one Named Member which does not arise out of the injured employee's employment, for which another Named Member is liable, then this Coverage Agreement shall indemnify the Named Member for such liability in the same manner as if separate Agreements had been issued to each Named Member.

In the event of liability being incurred by reason of Property Damage to property belonging to any Named Member for which another Named Member is liable, then this Coverage Agreement shall indemnify such Named Member in the same manner as if separate Agreements had been issued to each Named Member.

Nothing contained in this Condition shall operate:

1. to increase GIRMA's Limit of Liability;
2. to include coverage for a Named Member who sustains Property Damage as a consequence of its own employee's acts.

B. DEFENSE, JUDGMENT AND SETTLEMENT; NON-WAIVER AND STATEMENT OF COVERAGE

GIRMA shall have the right and duty to defend any suit against the Member claiming Money Damages for an Occurrence or Wrongful Act that occurs during the Coverage Agreement Period for which coverage is afforded under this Coverage Agreement, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient in its sole discretion. GIRMA shall have the right to select counsel; however, a Member may hire co-defense counsel, at Named Member's expense, to assist in the defense of claims, provided the attorney selected by GIRMA shall be lead counsel. GIRMA's duty to defend shall arise when the complaint or claim alleges facts which would obligate GIRMA to indemnify the Named Member if the alleged facts were proven. GIRMA will only be responsible for payment of that portion of a settlement or judgment which relates to claims for which coverage is afforded under the terms of this Coverage Agreement, provided, however, GIRMA shall not be obligated to pay any settlement or judgment or to defend any suit after the applicable Limit of Liability has been exhausted by payment of settlements or judgments.

If GIRMA advances defense costs under reservation of rights or nonwaiver agreement and is determined by final judgment to have been under no obligation to do so, GIRMA shall have the right to recover all such advance defense costs from the Member.

GIRMA has the right to investigate a claim, file an answer to a lawsuit or otherwise provide a defense on behalf of a person or entity who contends that there is coverage under this Coverage Agreement, but in conducting such investigation, filing an answer or providing a defense, GIRMA does not waive its right at any time to deny coverage under this Coverage Agreement based upon any defense it may have to coverage regardless of whether such defense is known or unknown. Accordingly, GIRMA at any time may deny that it is required to pay a judgment or may withdraw its defense of a lawsuit, notwithstanding that GIRMA may have filed an answer to a lawsuit or provided a defense to a person or entity who contends there is coverage under this Coverage Agreement.

GIRMA is not estopped to deny coverage under this Coverage Agreement unless and until a written request for a statement of coverage is provided to GIRMA and GIRMA responds in writing that it accepts coverage on behalf of a Member. If, however, a Member shall thereafter violate any of the terms and provisions of this Coverage Agreement, GIRMA shall not be estopped to deny coverage on the basis of such violation. In the event a request for a statement of coverage is provided to GIRMA and GIRMA responds in writing that coverage is not accepted under this Coverage Agreement, GIRMA may within a reasonable time seek declaratory judgment in a court of competent jurisdiction of the rights of the parties.

It is understood and agreed that an agent or employee of GIRMA does not have the right to waive any of the provisions of this Section. Furthermore, no person has the right to bind or accept coverage on behalf of GIRMA unless and until a written request for a statement of coverage is made to GIRMA and GIRMA accepts coverage in writing.

C. MEMBER DUTIES IN THE EVENT OF AN OCCURRENCE, WRONGFUL ACT, CLAIM, SUIT OR LOSS

As a condition precedent to the obligations of GIRMA under this Coverage Agreement:

1. the Member must see to it that GIRMA is notified as soon as practicable of an Occurrence, Wrongful Act, or any other happening or incident which may result in a loss or claim to which this Coverage Agreement applies. To the extent possible, notice should include:

GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY
COMBINED AUTOMOBILE, CRIME, LIABILITY AND PROPERTY COVERAGES
MEMBER COVERAGE AGREEMENT

- a. how, when and where the occurrence, Wrongful Act, happening or incident took place and the names of any persons involved;
 - b. the names and addresses of any injured person and witnesses; and
 - c. the nature and location of any injury or damage.
2. if a claim is received by any Member, the Member must:
 - a. immediately record the specifics of the claim and the date received;
 - b. notify GIRMA as soon as practicable; and
 - c. see to it that GIRMA receives written notice of the claim as soon as practicable.
 3. the Member and any other involved covered party must:
 - a. assist GIRMA, upon GIRMA's request, in the enforcement of any right against any person or organization which may be liable to the Member because of injury or damage to which this coverage may also apply;
 - b. authorize GIRMA to obtain records and other information;
 - c. cooperate with GIRMA in the investigation, settlement or defense of the claim or suit;
 - d. immediately send GIRMA copies of any demands, notices, summonses or legal papers received in connection with the claim or suit; and
 - e. notify GIRMA immediately of any judgment or settlement of any claim or suit brought against any covered party.
 4. No Member will, except at its own cost, voluntarily make a payment, assume any obligation or incur any expense, other than for first aid, without GIRMA's consent.

D. LIMIT OF LIABILITY

GIRMA's liability for all covered losses and covered damages arising out of any one Occurrence, or Wrongful Act shall not exceed the applicable maximum Limit of Liability as specified in Declarations II.(p1) or elsewhere in the Coverage Agreement, less the amount of the applicable Named Member's deductible as specified in Declarations III.(p2), and subject to any applicable sublimits. Said Limit of Liability shall apply regardless of the number of Members involved, Claims made or suits brought or the number of persons or organizations making Claims or bringing suits.

For the purpose of determining the applicable "per Occurrence" or "per Wrongful Act" Limit of Liability, all losses and damages arising out of continuous or repeated exposure to substantially the same general conditions or attributable directly or indirectly to one cause or a series of similar causes (be they proximate or immediate) shall be considered one Occurrence, except as otherwise provided in Crime Coverage Section III.C and Casualty Coverage Section V.C.3. For purposes of determining the "per Wrongful Act" Limit of Liability, all claims involving the same Wrongful Act or a series of continuous or related Wrongful Acts by one or more persons will be considered one Wrongful Act. For purposes of this paragraph, all such losses shall be added together and the total amount of such losses will be treated as one Occurrence or Wrongful Act, as the case may be, irrespective of the period of time or area over which such losses occur. By way of illustration, with respect to a claim for negligent hiring, any and all losses proximately caused by the acts or omissions comprising the negligent hire shall be treated as one Occurrence regardless of the number of acts perpetrated by the employee, injuries, losses caused by the employee or victims perpetrated by the employee.

Rev 5/21

The Annual Aggregate Limit of Liability specified in Declarations II or in the Coverage Agreement is the most that GIRMA will pay under the form of coverage to which the Annual Aggregate Limit applies for all covered losses and covered damages arising out of all Occurrences and Wrongful Acts that happen within the one year period beginning each May 1.

Rev 5/20

Claims involving Sexual Misconduct shall be subject to an Annual Aggregate Limit of Liability equal to three times the per Occurrence Limit of Liability.

If a Limit of Liability is changed (e.g., upon May 1 renewal), the change will apply with respect to Occurrences and Wrongful Acts happening on or after the effective date of the change.

Regardless of the number of years the Coverage Agreement continues in force and the amount of contributions which shall be payable or paid, Limits of Liability shall not be cumulative (i.e., stacked) from year to year for a single Occurrence or Wrongful Act.

GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY
COMBINED AUTOMOBILE, CRIME, LIABILITY AND PROPERTY COVERAGES
MEMBER COVERAGE AGREEMENT

GENERAL COVERAGE DEFINITIONS

I. TERMS

A. ANNUAL AGGREGATE LIMIT

The term "Annual Aggregate" or "Annual Aggregate Limit" as used in Declarations II or elsewhere in the Coverage Agreement means the most that GIRMA will pay under the form of coverage to which the Annual Aggregate Limit applies for all covered losses and covered damages arising out of all Occurrences and Wrongful Acts that happen within the one year period beginning each May 1 (see General Coverage Conditions Applicable to the Casualty Coverage Sections III.D., Limit of Liability).

B. BODILY INJURY

The term "Bodily Injury" shall mean physical injury to any person (including death) and any mental anguish or mental suffering associated with or arising from such physical injury.

C. CLAIM

The term "Claim" shall mean a demand against a Member or by a Member for Money Damages for compensable losses.

D. COVERAGE AGREEMENT PERIOD

"Coverage Agreement Period" shall mean the Coverage Agreement Period stated in Declarations I.

E. COVERAGE TERRITORY

"Coverage Territory" shall mean the United States and Canada.

F. LIABILITY

The term "Liability" shall include, but not be limited to, any actual or alleged obligation to pay money awarded as damages for compensable losses and the expenses of defending against the same.

G. MONEY DAMAGES

The term "Money Damages" means all sums recoverable by law from Liability covered under this Coverage Agreement, except sums awarded for attorney fees and court costs associated with claims seeking declaratory, equitable, extraordinary or other nonmonetary relief. Attorneys fees are only covered when awarded in addition to damages for compensable loss and are not covered independently from such damages. Money damages do not include punitive or exemplary damages.

H. OCCURRENCE

1. With respect to Comprehensive General Liability, Law Enforcement Liability, and Auto Liability, the term "Occurrence" shall mean an accident or, only with respect to Law Enforcement Liability, an event, or a continuous or repeated exposure to conditions which results in Bodily Injury, Personal Injury, or Property Damage described in Casualty Coverage Section I.C. during the Coverage Agreement Period.
2. With respect to Property Coverage, the term "Occurrence" shall be as defined in Property Coverage Section II. F.
3. With respect to Employee Benefits Liability Coverage, the term "Occurrence" shall be as defined in Casualty Coverage Section V. C.3.
4. With respect to Crime Coverage, the term "Occurrence" shall be as defined in Crime Coverage Section III.C.

Rev 5/21

I. PERSONAL INJURY

The term "Personal Injury" shall mean injury, other than Bodily Injury, arising out of one or more of the following offenses:

- a. humiliation;
- b. erroneous service of civil papers;
- c. false arrest, detention, imprisonment or malicious prosecution;
- d. mental injury, mental anguish, shock, sickness or disability;
- e. oral or written publication of material that slanders or libels a person or organization or disparages or defames a person's or organization's goods, products or services;
- f. oral or written publication of material that violates a person's right of privacy;
- g. infringement of copyright; or
- h. wrongful entry into, or eviction of a person from a room, dwelling or premises that the person occupies.

GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY
COMBINED AUTOMOBILE, CRIME, LIABILITY AND PROPERTY COVERAGES
MEMBER COVERAGE AGREEMENT

"Personal Injury" also shall mean injury, other than Bodily Injury, arising out of one or more of the following offenses committed in the course of Law Enforcement Activities (as defined in Casualty Coverage Section I.C.5):

- a. assault or battery; or
- b. violation of civil rights protected under any federal, state or local law.

J. PROPERTY DAMAGE

The term "Property Damage" wherever used herein shall mean physical damage to or destruction or loss of tangible property, excluding, however damage to property owned by the Named Member, but including damage to structures or portions thereof rented to or leased to the Named Member including fixtures permanently attached thereto, or damage to property of others in the care, custody or control of the Named Member or property which is purchased by the Named Member under a contract which provides that the title remain with the sellers until payments have been completed, the liability of GIRMA being limited to the amount of payments outstanding.

Rev 5/21

K. SEXUAL MISCONDUCT

"Sexual Misconduct" shall mean any sexual act (even if consensual) regardless of whether there is physical contact, including sexual abuse, sexual molestation, sexual harassment, sexual assault, sexual victimization, sexual intimacy, sexual contact, sexual advances, sexual exploitation, requests for sexual favors, verbal or physical conduct of a sexual nature, or any request to engage in sexual activities.

Rev 5/21

L. WRONGFUL ACT

The term "Wrongful Act" shall mean a Public Official Wrongful Act or Employment Practices Wrongful Act.

The term "Public Official Wrongful Act" shall mean any actual or alleged error or misstatement, omission, act of neglect or breach of duty including misfeasance, malfeasance and non-feasance by the Named Member committed during the Coverage Agreement Period while acting within the scope of the Member's duties for the Named Member. "Public Official Wrongful Act" includes actual or alleged violations of the United States Constitution or any State Constitution, or any law affording protection for Civil Rights, provided coverage is otherwise afforded hereunder for each such Public Official Wrongful Act.

The term "Employment Practices Wrongful Act" shall mean:

- a. wrongful refusal to employ a qualified applicant for employment;
- b. wrongful failure to promote;
- c. wrongful deprivation of career opportunity;
- d. wrongful demotion, evaluation, reassignment or discipline;
- e. wrongful termination of employment, including constructive discharge;
- f. employment related misrepresentation;
- g. harassment, coercion, discrimination or humiliation as a consequence of race, color, creed, national origin, marital status, medical condition, gender, age, physical appearance, physical and/or mental impairments, pregnancy, sexual orientation or sexual preference or any other protected class or characteristic established by an applicable federal, state or local statute; or
- h. employment related libel, slander, defamation or invasion of privacy.

GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY
COMBINED AUTOMOBILE, CRIME, LIABILITY AND PROPERTY COVERAGES
MEMBER COVERAGE AGREEMENT

PROPERTY COVERAGE SECTION

I. COVERAGE SUMMARY

A. LIMIT OF LIABILITY

The limit of liability shall be the amount as shown in the Declarations II.A.1. (p1).

B. DESCRIPTION

1. Real and Personal Property

Covers all real and personal Property of the Named Member, including property of others for which Named Member is contractually obligated, wherever located in the world, provided such property is included on the Named Member's schedule on file with GIRMA. GIRMA will cover as real and personal Property unscheduled property not included on the Named Member's schedule on file with GIRMA ("Miscellaneous Unscheduled Property"), subject to the sublimit found at Section I.E.2.h. of the Property Coverage Section of \$100,000 (maximum Annual Aggregate Limit) excess of applicable deductibles.

Rev 5/20

Rev 5/21

GIRMA will not cover the following unscheduled property except as specifically provided in this Coverage Agreement:

- (a) personal property outside a covered structure;
- (b) Automobiles and Mobile Equipment;
- (c) bridges, roadways, walks, patios, and other paved surfaces;
- (d) boardwalks, piers, bulkheads, wharves, docks, pilings, dams, levees, and dikes;
- (e) street lights and traffic signals;
- (f) telephone and power poles and cables, transmission and distribution lines;
- (g) data and telecommunications cables and transmission lines;
- (h) power infrastructure of any kind;
- (i) drones;
- (j) playground equipment;
- (k) vacant or abandoned property or buildings;
- (l) sewer piping, underground vessels or piping, or piping forming part of a sprinkler system;
- (m) water piping;
- (n) vehicle or equipment mounted on a vehicle;
- (o) satellite, spacecraft or any equipment mounted on spacecraft;
- (p) dragline, excavation or construction equipment; or
- (q) electronic data processing equipment. Electronic data processing equipment includes programmable electronic equipment that is used to store, retrieve and process data, and associated peripheral equipment.

In addition, GIRMA will not cover unscheduled property for the following expenses, extensions of coverage, or perils:

- (a) debris removal;
- (b) demolition and increased cost of reconstruction;
- (c) excavation, backfilling, or grading;
- (d) time element;
- (e) extraction of pollutants from land or water;
- (f) flood; or
- (g) earth movement.

2. Automobile Physical Damage and Mobile Equipment

Covers Automobile Physical Damage and Mobile Equipment of the Named Member for which Named Member is contractually obligated, wherever located in the world, provided such Automobiles and Mobile Equipment are included on the Named Member's schedule on file with GIRMA.

C. COVERAGE

1. Real and Personal Property

GIRMA agrees, subject to the limitations, terms, exclusions and conditions of this Coverage Agreement, to indemnify the Named Member for all risks of direct physical loss or damage to all real or personal property of every kind and description wherever located in the world occurring during the Coverage Agreement Period.

2. Automobile Physical Damage and Mobile Equipment

GIRMA agrees, subject to the limitations, terms, exclusions and conditions of this Coverage Agreement, to indemnify the Named Member for loss or damage to Automobiles and Mobile Equipment owned by the

GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY
COMBINED AUTOMOBILE, CRIME, LIABILITY AND PROPERTY COVERAGES
MEMBER COVERAGE AGREEMENT

Named Member or for which the Named Member has an obligation to provide adequate coverage, wherever located, against all risks of direct physical loss or damage including Collision of the Automobile or Mobile Equipment with another object occurring during the Coverage Agreement Period.

D. VALUATION

1. Real and Personal Property

Real and personal property coverage is provided on a replacement cost basis (meaning no deduction for depreciation).

2. Automobile Physical Damage and Mobile Equipment

Automobile Physical Damage and Mobile Equipment coverage is provided on an actual cash value basis.

GIRMA shall not be liable for loss or damage:

1. with respect to real and personal property, the cost in excess of, as of the date of loss, replacement of the damaged or destroyed property in a new condition with materials of like size, kind and quality, all subject to the following conditions:
 - a. if property damaged or destroyed is not repaired, rebuilt or replaced on the same or another site within two (2) years after the loss or damage, GIRMA shall not be liable for more than the actual cash value as of the date of loss (ascertained with proper deduction for depreciation) of the property destroyed;
 - b. the total liability of GIRMA under this Coverage Agreement for loss to property included hereon shall not exceed the smallest of the following:
 1. the cost to repair; or
 2. the cost to rebuild or replace, all as of the date of loss, on the same site, with new materials of like size, kind and quality; or
 3. the actual expenditure incurred in rebuilding, repairing or replacing on the same or another site.
2. with respect to Automobiles and Mobile Equipment – the actual cash value at the time of loss or the cost to repair whichever is less;
3. For an Emergency Vehicle that results in a total loss; in addition to the actual cash value for the vehicle GIRMA shall pay the cost necessary to repair or replace Emergency Equipment with property of like kind and quality, without deduction or depreciation, if the original Emergency Equipment cannot be installed in a replacement Emergency Vehicle up to a maximum amount of \$10,000. If the original Emergency Equipment can be installed in a replacement Emergency Vehicle, GIRMA shall pay the cost to install such items onto a replacement Emergency Vehicle. "Emergency Vehicle" means a Covered Automobile that is equipped with emergency equipment and used for Emergency Response Operations involving law enforcement, firefighting, or emergency medical operations. "Emergency Equipment" means (a) permanently attached machinery or equipment; (b) customized equipment of an Emergency Vehicle; and (c) equipment parts, other than equipment or tools designed for use apart and away from the Emergency Vehicle that are removable from a housing unit attached to an Emergency Vehicle. "Emergency Response Operations" means actions involving firefighting or emergency medical operations, which are urgent responses for the protection of property, human life, health, or safety
4. with respect to stock in process at the value of raw material and labor expended plus the proper proportion of overhead charges;
5. with respect to finished goods manufactured by the Named Member, at the regular cash selling price at the location that the loss occurs, less all discounts and charges to which the property would have been subject had no loss occurred;
6. with respect to property of others at the amount for which the Named Member is liable but in no event to exceed the replacement cost value;
7. with respect to improvements and betterments, at replacement cost, if actually replaced within two (2) years after the loss or damage; if not so replaced, at the actual cash value on the date of loss;
8. with respect to accounts, manuscripts, mechanical drawings and other records and documents not specifically excluded, at value blank plus cost of transcribing;

with respect to patterns and dyes, at replacement cost if actually replaced, otherwise at actual cash value on the date of loss;

Rev 5/21

GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY
COMBINED AUTOMOBILE, CRIME, LIABILITY AND PROPERTY COVERAGES
MEMBER COVERAGE AGREEMENT

9. with respect to fine arts, at the appraised value of the article.

E. EXTENSIONS LIMIT OF LIABILITY

The following extensions of coverage show the additional perils and coverages provided under this document, and the maximum limit of liability; these limits replace and in no way increase the limits found in Declarations II or the other Coverage Sections.

1. Perils

- a. Flood – the blanket limit of property coverage not to exceed \$10,000,000 per Occurrence and Annual Aggregate.
- b. Earthquake – the blanket limit of property coverage not to exceed \$10,000,000 per Occurrence and Annual Aggregate.

2. Coverages (unless otherwise scheduled) –

	Per Occurrence Limit
a. Business Interruption and Extra Expense	\$500,000.
b. Electronic Data Processing Equipment, Media and Extra Expense	\$500,000.
c. Valuable Papers and Records	\$500,000.
d. Accounts Receivable	\$500,000.
e. Transit	\$500,000.
f. Loss of Rents	\$500,000.
g. Builders' Risk	\$500,000.
h. Miscellaneous Unscheduled Property	\$100,000.
i. Demolition/Debris Removal and Cost of Clean Up/Ordinance Deficiency (see p.26 section J for applicable limit)	
j. Equipment Breakdown (Per Occurrence Limit)	\$100,000,000.

II. PROPERTY COVERAGE SECTION DEFINITIONS

A. ANNUAL AGGREGATE LIMIT

The term "Annual Aggregate" or "Annual Aggregate Limit" means the most that GIRMA will pay under the form of coverage to which an Annual Aggregate Limit applies for all covered loss damage or expense arising out of all Occurrences that happen within the one year period beginning each May 1.

B. AUTOMOBILE

The term "Automobile" shall mean any land motor vehicle, trailer or semi-trailer, including its equipment and any other equipment permanently attached thereto, designed and licensed for highway use. The word "trailer" shall include semi-trailer.

C. EARTHQUAKE

The term "Earthquake" shall mean earthquake, volcanic eruption, subterranean fire, landslide, subsidence, earth sinking and earth rising or shifting or any such convulsion of nature. If more than one earthquake shock shall occur within any period of seventy-two (72) hours during the term of this Coverage Agreement, such earthquake shock shall be deemed to be a single earthquake within the meaning hereof.

Rev 5/21

D. FLOOD

The term "Flood" shall mean any flood, surface water, waves, tides, tidal waves, overflow of any body of water or their spray, all whether driven by wind or not (including storm surge and tsunami); mudslide or mudflow; waterborne material carried or otherwise moved by any of the foregoing or material carried or moved by mudslide or mudflow; water that backs up from a sewer or drain; or water under the ground surface pressing on, or flowing or seeping through (a) foundations, walls, floors or paved surfaces, (b) basements, whether paved or not, or (c) doors, windows or other openings. This definition applies regardless of whether any such peril is caused by an act of nature or is otherwise caused—for example, due to the whole or partial failure of a dam, levee, seawall or other boundary or containment system.

E. MOBILE EQUIPMENT

The term "Mobile Equipment" shall mean bulldozers, farm machinery, forklifts, vehicles which travel on crawler treads, road resurfacing equipment, graders, scrapers, rollers, street sweepers and any machinery or equipment attached permanently thereto.

F. OCCURRENCE

The term "Occurrence" wherever used herein shall mean an accident or a happening or event which results in direct physical loss of or damage to any individual property as shown on the schedule in the

Rev 5/21

GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY
COMBINED AUTOMOBILE, CRIME, LIABILITY AND PROPERTY COVERAGES
MEMBER COVERAGE AGREEMENT

Named Member Application on file with GIRMA, or to property described in Property Coverage Section III B, 1, C.1, E.1, F.1.a., G.1, or I during the Coverage Agreement Period. For purposes of determining the applicable Limit of Liability, all loss or damage arising from continuous or repeated exposure to substantially the same general conditions or attributable directly or indirectly to one cause or a series of similar causes shall be considered one Occurrence.

Rev 5/20

However, the duration and extent of any Occurrence so defined shall be limited to:

Rev 5/21

- a. 72 consecutive hours as regards a hurricane, typhoon, windstorm, rainstorm, hailstorm and/or tornado.
- b. 72 consecutive hours as regards earthquake, seaquake, tidal wave (including tsunami).
- c. 72 consecutive hours and within the limits of one city, town or village as regards riots, civil commotions and malicious damage.
- d. 72 consecutive hours as regards any loss occurrence which includes individual loss or losses from any of the perils mentioned in (a) (b) and (c) above.
- e. 672 consecutive hours as regards a volcanic eruptive event.
- f. 168 consecutive hours of any Occurrence of whatsoever nature which does not include individual loss or losses from any of the perils mentioned in (a), (b), (c) and (e) above.

and no individual loss from whatever Insured peril, which occurs outside these periods or areas, shall be included in that Occurrence.

GIRMA shall have the right to choose the date and time when any such period of consecutive hours commences. If any catastrophes of greater duration than the above periods, GIRMA may divide that catastrophe into two or more Occurrences, provided no two periods overlap and provided no period commences earlier than the date and time of the happening of the first recorded individual loss to GIRMA in that catastrophe, except for any "loss occurrence" referred to in subparagraph e. above where only one such period of 672 consecutive hours shall apply within each annual period."

G. PROPERTY OF THE NAMED MEMBER

The term "Property of the Named Member" shall mean all real and personal property, including leasehold improvements or betterments which the Named Member owns, property which the Named Member holds on consignment or agrees to cover by any contractual agreement normal to its operations and the Named Member's own property in the course of construction.

III. EXTENSIONS OF COVERAGE

A. BUSINESS INTERRUPTION and EXTRA EXPENSE

Rev 5/21

It is agreed that if the individual property as shown on the schedule in the Named Member Application on file with GIRMA is damaged or destroyed by perils covered against during the period of the Coverage Agreement so as to result in monetary loss due to interruption of business or necessitate the incurring of Extra Expense, GIRMA shall be liable for the actual loss sustained by the Named Member (not exceeding the reduction in Gross Earnings less charges and expenses which do not necessarily continue during the interruption of business) during the Period of Restoration. Due consideration shall be given to the continuation of normal charges and expenses including payroll expenses to the extent necessary to resume operations of the Named Member with the same quality of service which existed immediately preceding the loss), or for any Extra Expense so incurred, not exceeding the actual loss sustained. In no event shall GIRMA be liable for monetary loss due to interruption of business and Extra Expense in any amount greater than the sublimit shown in Property Coverage Section I.E.2.a. (p 18).

Rev 5/21

1. Exclusions

Rev 5/21

In addition to General Coverage Agreement Exclusions I (General Exclusion Applicable to the Entire Coverage Agreement) (p3) and II (General Exclusions Applicable to the Property Coverage Sections) (pp4-5) to which this Extension is attached, GIRMA shall not be liable for:

- a. Business Interruption and Extra Expense resulting from the suspension, lapse or cancellation of any lease, license, contract or order beyond the Period of Restoration;
- b. Business Interruption and Extra Expense resulting from interference at premises by strikers or other persons with rebuilding, repairing or replacing the property damaged or destroyed or with the resumption or continuation of business;

Rev 5/20

- c. loss resulting from theft of any property which at the time of loss is not an integral part of a building or structure (except direct loss by pillage and looting occurring during and at the immediate place of a riot or civil commotion), unless loss by a peril not excluded in this Coverage Agreement ensues from theft or attempted theft, and then GIRMA shall be liable for only such ensuing loss;
- d. the cost of repairing or replacing any of the real or personal property covered hereunder, or the cost of research or other expense necessary to replace or restore damaged or destroyed books of account,

GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY
COMBINED AUTOMOBILE, CRIME, LIABILITY AND PROPERTY COVERAGES
MEMBER COVERAGE AGREEMENT

abstract drawings, card index systems or other records (including files, tape, disc, drum, cell or other magnetic recording or storage media for electronic data processing), destroyed by the perils covered against, except cost in excess of the normal cost of such repair, replacement or restoration necessarily incurred for the purpose of reducing loss under this Extension. In no event shall such excess cost exceed the amount by which the total Extra Expense loss otherwise payable under this;

- e. any other consequential or remote loss.
2. Conditions in Addition to General Coverage Agreement Conditions I (pp8-9) and Property Coverage Section Conditions II (pp10-11) (unless amended herein):
- a. **Direct Damage**
No claims resulting from the necessary interruption of business shall be sustained against this Extension of Coverage unless and until a loss has been paid, or liability admitted, in respect of direct physical damage to property insured under the Coverage Agreement, giving rise to the business interruption. This condition applies if payment would have been made or liability would have been admitted solely because of the operation of a deductible in the Coverage Agreement, including liability for losses below the amount of the deductible.
 - b. **Expenses to Reduce Loss**
This Extension of Coverage also covers such expenses as are necessarily incurred for the purpose of reducing loss (except expenses incurred to extinguish a fire; but in no event to exceed the amount by which loss under this Extension of Coverage is thereby reduced. Such expenses shall not be subject to the application of any contribution clause.
 - c. **Interruption by Civil Authority**
Liability includes the actual loss, as covered hereunder, sustained during the period of time (not exceeding two weeks) when as a direct result of a peril covered against, access to the premises in which the property described is located is prohibited by order of civil authority.
 - d. **Resumption of Operations**
If the Named Member could reduce the loss resulting from the interruption in business;
 - 1. by complete or partial resumption of operation of the property whether or not such property be lost or damaged, or
 - 2. by making use of merchandise or other property at the Named Member's locations or elsewhere, such reduction shall be taken into account in arriving at the amount of loss hereunder.

Additionally, it is a condition of the Coverage Agreement that as soon as practicable, the Named Member shall resume normal operations of the business and shall dispense with such Extra Expense.

3. Definitions

Rev 5/21

- a. **PERIOD OF RESTORATION**
The term "Period of Restoration" means the length of time commencing with the date of damage ending (not limited by the date of expiration of the Coverage Agreement) on the date as would be required with the exercise of due diligence and dispatch to repair, rebuild or replace such part of the Named Member's property as has been damaged or destroyed or the date when operations are resumed at a new permanent location, whichever occurs earlier.
- b. **EXTRA EXPENSE**
The term "Extra Expense" wherever used herein shall mean the excess (if any) of the total cost during the Period of Restoration of the operation of the Named Member over and above the total cost of such operation that would normally have been incurred during the same period had no loss occurred; the cost in each case to include expense of using other property or facilities of other concerns or other necessary emergency expenses. In no event, however, shall GIRMA be liable for any direct or indirect property damage loss which can be covered under Property Coverage Section I, or for expenditures incurred for the purpose of reducing any loss under this Extension not exceeding the amount in which the loss is so reduced. Any salvage value of property so acquired which may be sold or utilized by the Named Member upon resumption of normal operations, shall be taken into consideration in the adjustment of any loss hereunder.
- c. **GROSS EARNINGS**
"Gross Earnings" are defined as the sum of:
 - 1. total net sales value of production, and

GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY
COMBINED AUTOMOBILE, CRIME, LIABILITY AND PROPERTY COVERAGES
MEMBER COVERAGE AGREEMENT

2. other earnings derived from the Named Member's operations less the cost of
3. merchandise sold including packaging materials therefore
4. materials and supplies consumed directly in supplying the service(s) sold by the Named Member, and
5. Service(s) purchased from outsiders (not employees of the Named Member) for resale, which do not continue under contract.

No other costs shall be deducted in determining Gross Earnings.

In determining Gross Earnings, due consideration shall be given to the experience of the business before the date of loss or damage and the probable experience thereafter had no loss occurred.

B. ELECTRONIC DATA PROCESSING SYSTEM EQUIPMENT

1. **Property Covered**
Data processing hardware including equipment and component parts thereof owned by the Named Member or leased, rented or under the control of the Named Member which accept information, process and analyze that information according to programmed instructions, and produces or retains the results of those processes.
2. **Property Excluded includes:**
 - a. accounts, bills, evidences of debt, valuable papers, records, abstracts, deeds, manuscripts or other documents;
 - b. active data processing media which is hereby defined as meaning all materials on which data can be recorded such as magnetic tapes and cards or program and/or instruction vehicles employed in the Named Member's data processing operation;
 - c. property rented or leased to others while away from the premises of the Named Member.
3. **Perils Covered**
All risks of direct physical loss of or damage to the property covered, except as hereinafter provided, occurring during the Coverage Agreement Period.
4. **Perils Excluded**
In addition to General Coverage Agreement Exclusion I (p3) and Property Coverage Section Exclusion II (pp 4-5) to which this Extension is attached, this Extension does not cover against loss, damage or expense resulting from or caused directly or indirectly by:
 - a. damage due to faulty construction, or error in design unless fire or explosion ensues, and then only for loss, damage or expense caused by such ensuing fire or explosion;
 - b. dryness or dampness of atmosphere, extremes of temperature, corrosion, or rust unless directly resulting from physical damage to the data processing system's air conditioning facilities caused by a peril not excluded by the provisions of this Extension.
5. **Valuation – Replacement Cost**
GIRMA shall not be liable beyond the actual replacement cost of the property at the time any loss or damage occurs and the loss or damage shall be ascertained or estimated on the basis of the actual replacement cost of property similar in kind to that covered at the place of and immediately preceding the time of such loss or damage, but in no event to exceed the Limit of Liability stipulated in Property Section I.E.2.b. (p18).
6. **Difference in Conditions**
It is understood that the Named Member shall file with GIRMA a copy of any lease, rental or service agreement pertaining to the property covered hereunder insofar as concerns the lessors' liability for loss or damage to said property, coverage afforded hereunder shall be only for the difference in conditions between those contained in said lease, rental or service agreement and the terms of the Extension.

C. ELECTRONIC DATA PROCESSING MEDIA

1. **Property Covered**
All data processing media, as defined below, owned by the Named Member or property of others licensed to and used by the Named Member for which the Named Member may be liable.

GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY
COMBINED AUTOMOBILE, CRIME, LIABILITY AND PROPERTY COVERAGES
MEMBER COVERAGE AGREEMENT

2. **Property Excluded**
This Coverage Agreement does not cover accounts, bills, evidences of debt, valuable papers, records, abstracts, deeds, manuscripts or other documents except as they may be converted to data processing media form, and then only in that form, or any data processing media which cannot be replaced with other of like kind and quality.
3. **Perils Covered**
All risks of direct physical loss of or damage to the property covered, except as hereinafter provided, occurring during the Coverage Agreement Period.
4. **Perils Excluded**
In addition to General Coverage Agreement Exclusions I (p3) and Property Coverage Section Exclusions II (pp3-5) to which this Extension is attached, this Extension does not cover against loss, damage or expense resulting from or caused directly or indirectly by:
 - a. any interruption in electric power supply by power surge or brown-out originating more than one hundred (100) feet away from the building containing the property covered;
 - b. dryness or dampness of atmosphere, extremes of temperature, corrosion, rust unless directly resulting from physical damage to the data processing system's air conditioning facilities caused by a peril not excluded by the provisions of this Extension.
5. **Valuation – Replacement Cost**
GIRMA shall not be liable beyond the actual reproduced, blank value of media, all subject to the applicable Limit of Liability stipulated in Property Section I.E.2.b. (p16).
6. **Definitions**
 - a. **MEDIA**
The term "Media" includes all materials on which data can be recorded, such as magnetic tapes, disk packs, paper tapes and cards. The term "active data processing media" wherever used in this Coverage Agreement shall mean all forms of converted data or program and/or instruction vehicles employed in the Named Member's data processing operation, except all such unused property.

D. ELECTRONIC DATA PROCESSING EXTRA EXPENSE

1. **Subject of Coverage and Perils Covered**
This Extension insures against the necessary Extra Expense, as hereinafter defined, incurred by the Named Member in order to continue as nearly as practicable the normal operation of its business, immediately following damage to or destruction of the data processing system including equipment and component parts thereof and data processing media therefore, owned, leased rented or under the control of the Named Member, as a direct result of all risks of physical loss or damage, but in no event to exceed the amount indicated in Property Section I.E.2.b. (p16).

This Extension includes the actual loss as covered hereunder, sustained during the period of time, hereinafter defined:

- a. when as a direct result of a peril covered against the premises in which the real property is located is so damaged as to prevent access to such real property; or
 - b. when as a direct result of a peril covered against, the air conditioning system or electrical system necessary for the operation of the data processing equipment is so damaged as to reduce or suspend the Named Member's ability to actually perform the operations normally performed by the data processing system.
2. **Measure of Recovery**
If the above described property is destroyed or so damaged by the perils covered against occurring during the Coverage Agreement Period so as to necessitate the incurring of Extra Expense (as defined in this Extension), GIRMA shall be liable for the Extra Expense so incurred, not exceeding the actual loss sustained for not exceeding such length of time, hereinafter referred to as the "" commencing with the date of damage or destruction and not limited by the date of expiration of this Extension, as shall be required with the exercise of due diligence and dispatch to repair, rebuild or replace such part of said property as may be destroyed or damaged. It is further agreed that this Extension in coverage shall not operate to increase GIRMA's Limit of Liability.

Rev 5/21

GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY
COMBINED AUTOMOBILE, CRIME, LIABILITY AND PROPERTY COVERAGES
MEMBER COVERAGE AGREEMENT

3. Exclusions
In addition to General Coverage Agreement Exclusions I (p3) and Property Coverage Section Exclusions II (pp 4-5) to which this extension is attached, it is a condition of this Coverage Agreement that GIRMA shall not be liable for Extra Expense incurred as a result of:
 - a. any interruption in electric power supply by power surge or brown-out originating more than one hundred (100) feet away from the building containing the covered property;
 - b. any Local, State or Federal ordinance or law regulating construction or repair of buildings;
 - c. error in machine programming or instructions to machine;
 - d. interference at premises by strikers or other persons with replacing the property damaged or destroyed or with the resumption or continuation of the Named Member's occupancy;
 - e. loss of or damage to property rented or leased to others while away from the premises of the Named Member;
 - f. loss or destruction of accounts, bills, evidence of debt, valuable papers, records, abstracts, deeds, manuscripts or other documents except as they may be converted to data processing media form and then only in that form;
 - g. the suspension, lapse or cancellation of any lease, license, contract or order.

4. Conditions in addition to General Coverage Agreement Conditions I (pp8-9) and Property Coverage Section Conditions II (pp10-11) (unless amended herein)
 - a. Interruption by Civil Authority
This Coverage Agreement is extended to include necessary Extra Expense incurred by the Named Member as covered hereunder, during the length of time, not exceeding two (2) consecutive weeks, when as a direct result of damage to or destruction of property adjacent to the premises herein described by the peril(s) covered against, access to such described premises is specifically prohibited by order of civil authority;
 - b. Resumption of Operations
As soon as practicable after any loss, the Named Member shall resume complete or partial business operations of the covered property and, insofar as practicable, reduce or dispense with such additional charges and expenses as are being incurred.

5. Definitions
 - a. EXTRA EXPENSE
The term "Extra Expense" wherever employed in this Extension is defined as the excess (if any) of the total cost during the Period of Restoration of the operation of the Named Member over and above the total cost of such operation that would normally have been incurred during the same period had no loss occurred; the cost in each case to include expense of using other property or facilities of other concerns or other necessary emergency expenses. In no event, however, shall GIRMA be liable for direct or indirect property damage loss which can be covered under Property Damage Agreements, or expenditures incurred for the purpose of reducing any loss under this Extension not exceeding, however, the amount in which the loss is so reduced. Any salvage value of property so acquired which may be sold or utilized by the Named Member upon resumption of normal operations, shall be taken into consideration in the adjustment of any loss hereunder.

E. VALUABLE PAPERS AND RECORDS

1. Property Covered
GIRMA agrees to pay in respect to loss or damage to valuable papers and records, hereinafter referred to as "property".
2. Perils Covered
All risks of direct physical loss of or damage to the property covered, except as hereinafter provided, occurring during the period of the coverage to which this Extension is attached.
3. Protection of Valuable Papers and Records
Coverage under this Extension shall apply only while the property is contained at the premises of the Named Member, and shall be kept in protective receptacle(s) at all times when the premises are not open for business, except while such property is in actual use.
4. Automatic Extension
Such coverage as is afforded by this Extension applies while the property is being conveyed outside the premises and while temporarily within other premises, except for storage, provided GIRMA's liability for such loss or damage shall not exceed ten percent (10%) of the combined Limit of Liability stated in Property Section I.E.2.c. (p18), or Fifty Thousand (\$50,000) Dollars, whichever is less.

GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY
COMBINED AUTOMOBILE, CRIME, LIABILITY AND PROPERTY COVERAGES
MEMBER COVERAGE AGREEMENT

5. **Removal**
Such coverage as is afforded by this Extension applies while the property is being removed to and while at a place of safety because of imminent danger or loss and while being returned from such place, provided the Named Member gives written notice to GIRMA of such removal within ten (10) days.
6. **Exclusions**
In addition to General Coverage Agreement Exclusions I (p3) and Property Coverage Section Exclusions II (pp4-5) to which this Extension is attached, this Extension does not apply to:
- a. loss due to electrical or magnetic injury, disturbance or erasure of electronic recordings, except by lightning;
 - b. loss of or damage to property, if such property cannot be replaced with other of like kind or quality.
7. **Conditions in addition to General Coverage Agreement Conditions I (pp8-9) and Property Coverage Section Conditions II (pp10-11) (unless amended herein)**
- a. **Ownership of Property – Interests Covered**
The covered property may be owned by the Named Member or held by it in any capacity, provided the coverage applies only to the interest of the Named Member in such property, including the Named Member's liability to others, and does not apply to the interests of any other person or organization in any of said property unless included in the Named Member's proof of loss.
 - b. **Valuation / Settlement Option**
The limit of GIRMA's liability for loss shall not exceed the lesser of what it would then cost to repair or replace the property with other of like kind and quality, or the applicable limit of coverage as stated in Property Section I.E.2.c. (p18). GIRMA may pay for the loss in money or may repair or replace the property and may settle any claim for loss of the property either with the Named Member or the owner thereof. Application of the coverage to property of more than one Named Member shall not operate to increase the lesser of the applicable Limit of Liability as stated in Property Section I.E.2.c. (p18), or the statement of values on file with GIRMA.
8. **Definitions**
- a. **MONEY**
The term "Money" as used in this Coverage Agreement shall be deemed to mean bank notes and bullion, travelers' checks, register checks and money orders held for sale to the public; uncanceled and precanceled postage and unused postage in postage meters.
 - b. **PREMISES**
The term "Premises" means the interior of that portion of the building which is occupied by the Named Member for business operations.
 - c. **PROPERTY**
The term "Property" means written, printed or otherwise inscribed documents and records, including books, maps, films, drawings, abstracts, deeds, mortgages and manuscripts, but does not mean money and securities.
 - d. **SECURITIES**
The term "Securities" as used in this Coverage Agreement shall be deemed to mean all negotiable and non-negotiable instruments or contracts representing either money or other property and includes revenue and other stamps of current use, tokens and tickets, Federal Food Stamps, express postal and bank money orders, postal notes, debentures, scrip, check, warrants, transfers, coupons, demand and time drafts, bills of exchange, acceptances, promissory notes, certificates of deposits, certificates of stock, bonds, car trust certificates, interim receipts and certificates, warehouse receipts, bills of lading and all other instruments of a similar nature including mortgages upon real estate or upon chattels and upon interest therein and assignments such as mortgages and instruments.

F. ACCOUNTS RECEIVABLE

1. **Subject Covered**
In consideration of the Named Member contribution paid and subject to the terms, conditions and exclusions of the Coverage Agreement to which this Extension is attached, and to the following terms, conditions and exclusions, this coverage description is intended to cover:
- a. all sums due to the Named Member from others, provided the Named Member is unable to effect collection thereof as a direct result of loss of or damage to records of accounts receivable;

GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY
COMBINED AUTOMOBILE, CRIME, LIABILITY AND PROPERTY COVERAGES
MEMBER COVERAGE AGREEMENT

- b. interest charges on any loan to offset impaired collections pending repayment of such sums made uncollectible by such loss or damage;
- c. collection expenses in excess of normal collection cost and necessary because of such loss or damage;
- d. other expenses, when reasonable, incurred by the Named Member in re-establishing records of accounts receivable following such loss or damage.

GIRMA hereon shall not be liable under this Extension for more than the applicable limit as stated in Property Section I.E.2.d. (p18) in respect of each loss or arising out of one occurrence.

2. Perils Covered

All risks of direct physical loss of or damage to the Named Member's records of accounts receivable, except as hereinafter provided, occurring during the period of the coverage to which this Extension is attached.

3. Exclusions

In addition to General Coverage Agreement Exclusions I (p3) and Property Coverage Section Exclusions II (pp4-5) to which this Extension is attached, this Extension does not cover against:

- a. loss due to alteration, falsification, manipulation, concealment, destruction or disposal of records of accounts receivable committed to conceal the wrongful giving, taking, obtaining or withholding of money, securities or other property but only to the extent of such wrongful giving, taking, obtaining or withholding;
- b. loss due to bookkeeping, accounting or billing errors or omissions;
- c. loss due to electrical or magnetic injury, disturbance or erasure of electronic recordings, except by lightning;
- d. loss, the proof of which as to factual existence, is dependent upon an audit of inventory records or computation; but this shall not preclude the use of such procedures in support of claim for loss which the Named Member can prove, through evidence wholly apart therefrom, is due solely to a risk of loss to records of accounts receivable not otherwise excluded hereunder.

4. Conditions in addition to General Coverage Agreement Conditions I (pp8-9) and Property Coverage Section Conditions II (pp10-11) (unless amended herein)

a. Determination of Receivables – Deductions

When there is proof that a loss covered by this Extension has occurred but the Named Member cannot accurately establish the total amount of accounts receivable outstanding as of the date of such loss, such amount shall be based on the Named Member's monthly statements and shall be computed as follows:

- 1. determine the amount of all outstanding accounts receivable at the end of the same fiscal month in the year immediately preceding the year in which the loss occurs;
- 2. calculate the percentage of increase or decrease in the average monthly total of accounts receivable for the twelve (12) months immediately preceding the month in which the loss occurs, or such part thereof for which the Named Member has furnished monthly statements to GIRMA as compared with such average for the same months of the preceding year;
- 3. the amount determined under (1) above, increased or decreased by the percentage calculated under (2) above, shall be the agreed total amount of accounts receivable as of the last days of the fiscal month in which said loss occurs;
- 4. the amount determined under (3) above shall be increased or decreased in conformity with the normal fluctuations in the amount of accounts receivable during the fiscal month involved, due consideration being given to the experience of the business since the last day of the last fiscal month for which statement has been rendered.

There shall be deducted from the total amount of accounts receivable, however established, the amount of such accounts evidenced by records not lost or damaged, or otherwise established or collected by the Named Member, and an amount to allow for probable bad debts which would normally have been uncollectible by the Named Member. All unearned interest and service charges shall be deducted.

b. Named Member's Duties when a Loss Occurs

Upon knowledge of loss or of an occurrence which may give rise to a claim hereunder, the Named Member shall:

- 1. give notice thereof as soon as practicable to GIRMA via the Third Party Administrator, and, if the loss is due to a violation of law, also to the police;
- 2. file detailed proof of loss, duly sworn to, with GIRMA promptly upon the expiration of the ninety (90) days from the date on which the records of accounts receivable were lost or damaged.

GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY
COMBINED AUTOMOBILE, CRIME, LIABILITY AND PROPERTY COVERAGES
MEMBER COVERAGE AGREEMENT

Upon GIRMA's request, the Named Member shall submit to examination by GIRMA, subscribe the same, times and places as GIRMA shall designate, and shall cooperate with GIRMA in all matters pertaining to loss or claims with respect thereto, including rendering of all possible assistance to effect collection of outstanding accounts receivable.

c. Recoveries

After payment of loss, all amounts recovered by the Named Member on accounts receivable for which the Named Member has been indemnified shall belong and be paid to GIRMA by the Named Member up to the total amount of loss paid by GIRMA; but all recoveries in excess of such amounts shall belong to the Named Member.

G. TRANSIT

1. Subject Covered

In consideration of the Named Member contribution paid and subject to the terms, conditions and exclusions of the Coverage Agreement to which this Extension is attached, and to the following terms, conditions and exclusions, this coverage description is intended to cover personal property of the Named Member or property held by the Named Member in trust or in commission or on consignment for which the Named Member may be held legally liable while in due course of transit within the limits of the Continental United States of America (excluding Hawaii) and Canada.

GIRMA hereon shall not be liable under this Extension for more than the applicable limit as stated in Property Section I.E.2.e. (p18) in respect of each loss or arising out of one occurrence.

2. Perils Covered

All risks of direct physical loss of or damage to the property covered, including general average and salvage charges on shipments covered while waterborne, occurring during the period of the coverage to which this Extension is attached.

3. Exclusions

In addition to General Coverage Agreement Exclusions I (p3) and Property Coverage Section Exclusions II (pp4-5) to which this Extension is attached, this Extension does not cover against:

a. Perils

1. loss or damage caused by breakdown or derangement of refrigerating units.
2. loss or damage caused by or resulting from misappropriation, conversion, infidelity or any dishonest act on the part of the Named Member or other party of interest, its or their employees or agents or others to whom the property may be delivered or entrusted (carriers for hire excepted);

b. Property

1. data processing equipment and media, including but not limited to film, tape, disc, drum, cell and other recording or storage media for data processing;
2. property in due course of ocean marine transit;
3. shipments by mail after delivery into the custody of the Post Office;

4. Conditions in addition to General Coverage Agreement Condition I (pp8-9) and Property Coverage Section Conditions II (pp10-11) (unless amended herein)

- a. The Named Member may accept without prejudice to this Coverage Agreement the ordinary bills of lading or receipts issued by carriers including those containing released or partially released value provisions, but the Named Member shall not enter into any special agreement with carriers releasing them from their common law or statutory liability.
- b. Property covered hereunder shall be valued as follows:
 1. sold property at the actual net invoice price of the Named Member;
 2. unsold property at the actual cash value of the property at the time any loss or damage occurs with property deduction for depreciation and in no event to exceed what it would cost to repair or replace the property with material of like kind and quality.

H. LOSS OF RENTS

It is hereby understood and agreed that subject to all terms, conditions and exclusions otherwise applicable, this Coverage Agreement is extended to cover loss of rents directly resulting from the necessary untenability of a covered building caused by damage to such building or its contents by a peril covered against, and for which a Limit of Liability for loss to rents has been specified in Property Section I.E.2.f. (p18).

GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY
COMBINED AUTOMOBILE, CRIME, LIABILITY AND PROPERTY COVERAGES
MEMBER COVERAGE AGREEMENT

1. If the described building or any part thereof, whether rented at the time or not, shall be rendered untenable by the perils covered against, GIRMA shall be liable to the Named Member for an amount not exceeding the actual loss sustained based upon loss of rents of such untenable parts, not exceeding the Limit of Liability covering against loss of rents, not for more than one twelfth (1/12) of such limit shown in the Declarations for any one month, and proportionate part thereof for any period less than one month.

Such loss is to be computed from the date of damage and is to be determined by the time it would require, with the exercise of due diligence and dispatch, to put the premises in tenable condition, but not limited by the date of expiration of this Coverage Agreement. In case any portion of the building shall be occupied by the Named Member for its own use, this Coverage Agreement shall be extended to and cover the rental value such portion so occupied in the same manner as if under lease to a tenant.

2. Liability under this Coverage Agreement is extended to include actual loss as covered hereunder sustained during the period of time, not exceeding two weeks, when as a direct result of a peril covered against, access to the Named Member's location(s) is/are prohibited by order of civil authority.
3. GIRMA shall not be liable for any increase of loss which may be occasioned by the suspension, lapse or cancellation of any lease, license or contract, nor for any increase or loss due to interference at the Named Member's location(s) by strikers or other persons with regard to restoration of the premises to a tenable condition.
4. For the purpose of this Coverage Agreement, the term "Rents" shall mean the determined rents and rental value, less such charges and expenses as do not necessarily continue after occurrence of the peril covered against.

I. BUILDER'S RISK

Coverage for new construction or additions is automatic up to a completed value as specified in Property Section I.E.2.g. (p18). Values excess of this coverage limit must be reported prior to construction.

J. DEMOLITION/DEBRIS REMOVAL AND COST OF CLEAN UP/ORDINANCE DEFICIENCY

Notwithstanding anything to the contrary contained in the Coverage Agreement to which this Extension is attached, in the event of direct physical loss or damage to the property covered hereunder this Coverage Agreement also covers, as specified in Property Section I.E.2.i. (p18):

1. demolition expenses required to comply with enforcement of any federal, state or local law, ordinance or code, not to exceed 25% of the amount paid for the direct physical loss or damage to covered property plus the applicable Named Member deductible;
2. expenses incurred in removal, from the premises of the Named Member, of debris of the covered property destroyed or damaged and cost of clean up, at the premises of the Named Member, made necessary as a result of such loss or damage not to exceed 25% of the amount paid for the direct physical loss or damage to covered property plus the applicable Named Member deductible ;
3. increased costs occasioned by the enforcement of any federal, state or local law, ordinance or code which necessitates, in repairing or rebuilding, replacement of material to meet such requirements. It is a condition precedent to recovery under this Extension that GIRMA shall have paid or agreed to pay for physical loss or damage and that the Named Member shall give notice to GIRMA of intent to claim for cost of removal of debris or cost of clean up no later than twelve (12) months after the date of such loss or damage.

K. EQUIPMENT BREAKDOWN

1. Subject of Coverage and Perils Covered

GIRMA agrees to pay for direct physical loss of or damage to the property covered that is the direct result of an equipment breakdown up to the value specified in Property Section 1.E.2.j. (p18). As used in this Extension, "equipment breakdown" means a fortuitous event that causes direct physical damage to covered equipment. The event must be one of the following:

- a. mechanical breakdown, including rupture or bursting caused by centrifugal force;
- b. artificially generated electrical current, including electric arcing, that disturbs electrical devices, appliances or wires;
- c. explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by the Named Member, or operated under the Named Member's control;

GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY
COMBINED AUTOMOBILE, CRIME, LIABILITY AND PROPERTY COVERAGES
MEMBER COVERAGE AGREEMENT

- d. loss or damage to steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment; or
- e. loss or damage to hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment.

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

2. Property Covered

The following coverages also apply to the direct result of an equipment breakdown. These coverages do not provide additional amounts of coverage. The sublimits referred to below are part of and count toward the Equipment Breakdown Limit in Property Coverage Section I.E.2.j. (p18).

a. Expediting Expenses

GIRMA agrees to pay up to \$10,000,000 per Occurrence, the reasonable extra cost to:

- 1. make temporary repairs; and
- 2. expedite permanent repairs or permanent replacement.

b. Hazardous Substances

GIRMA agrees to pay for the additional cost to repair or replace property covered because of contamination by a hazardous substance. This includes the additional expenses to clean up or dispose of such property.

This does not include contamination of perishable goods by refrigerant, including but not limited to ammonia, which is addressed in 2.c.1.b. below. As used in this coverage, additional costs mean those beyond what would have been payable under this Extension had no hazardous substance been involved.

GIRMA shall be liable for loss, damage or expense under this coverage, including actual loss of Business Interruption the Named Member sustains, necessary Extra Expense the Named Member incurs and Loss of Rents, if shown as covered, not to exceed \$250,000.

c. Spoilage

1. GIRMA agrees to pay:

- a. for physical damage to perishable goods due to spoilage;
- b. for physical damage to perishable goods due to contamination from the release of refrigerant, including but not limited to ammonia;
- c. any necessary expenses the Named Member incurs to reduce the amount of loss under this coverage to the extent that they do not exceed the amount of loss that otherwise would have been payable under this coverage.

2. If the Named Member is unable to replace the perishable goods before its anticipated sale, the amount of GIRMA's payment will be determined on the basis of the sales price of the perishable goods at the time of the equipment breakdown, less discounts and expenses the Named Member otherwise would have had. Otherwise GIRMA's payment will be determined in accordance with the Valuation condition.

GIRMA shall be liable for loss, damage or expense under this coverage, not to exceed \$10,000,000 per Occurrence.

d. Service Interruption

1. Any coverage provided for Business Interruption, Loss of Rents, Extra Expense or Spoilage is extended to apply to the Named Member's loss, damage or expense caused by an equipment breakdown to equipment that is owned by a utility, landlord or other supplier with whom the Named Member has a contract to supply the Named Member with any of the following services: electrical power, waste disposal, air conditioning, refrigeration, heating, natural gas, compressed air, water, steam, internet access, telecommunications services, wide area networks or data transmission. The equipment must meet the definition of covered equipment except that it is not property covered.

2. Service Interruption coverage will not apply unless the failure or disruption of service exceeds 24 hours immediately following the equipment breakdown.

3. Exclusions

a. In addition to General Coverage Agreement Exclusions I (p3) and Property Coverage Section Exclusion II (pp4-5) to which this Extension is attached, this Extension does not cover against loss, damage or expense resulting from or caused directly or indirectly by:

- 1. the Named Member's failure to use all reasonable means to protect the property covered from damage following an equipment breakdown;

GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY
COMBINED AUTOMOBILE, CRIME, LIABILITY AND PROPERTY COVERAGES
MEMBER COVERAGE AGREEMENT

2. any defect, programming error, programming limitation, computer virus, malicious code, loss of data, loss of access, loss of use, loss of functionality or other condition within or involving data or media of any kind. But if an equipment breakdown results, GIRMA agrees to pay for the resulting loss, damage or expense; or
 3. any of the following tests:
 - a hydrostatic, pneumatic or gas pressure test of any boiler or pressure vessel, or an electrical insulation breakdown test of any type of electrical equipment.
 - b. With respect to Service Interruption coverage, GIRMA shall also not be liable for an equipment breakdown caused by or resulting from: fire; lightning; windstorm or hail; explosion (except as specifically provided in K.1.c. above); smoke; aircraft or vehicles; riot or civil commotion; vandalism; sprinkler leakage; falling objects; weight of snow, ice or sleet; freezing; collapse; flood or earth movement.
 - c. With respect to Business Interruption, Loss of Rents, Extra Expense and Service Interruption coverages, GIRMA shall also not be liable for:
 1. loss caused by the Named Member's failure to use due diligence and dispatch and all reasonable means to resume business; or
 2. any increase in loss resulting from an agreement between the Named Member and the Named Member's customer or supplier.
 - d. GIRMA shall not be liable for loss, damage or expense caused directly or indirectly by the following, whether or not caused by or resulting from an equipment breakdown: Any mold, fungus, mildew or yeast, including any spores or toxins produced by or emanating from such mold, fungus, mildew or yeast. This includes, but is not limited to, costs arising from clean up, removal, or abatement of such mold, fungus, mildew or yeast, spores or toxins. However, this exclusion does not apply to spoilage of personal property that is perishable goods, to the extent that spoilage is covered under Spoilage coverage.
 - e. GIRMA shall not be liable under this Extension for any loss or damage to animals.
4. Definitions
- a. COVERED EQUIPMENT
 1. "Covered equipment" means the property covered:
 - a. that generates, transmits or utilizes energy; or
 - b. which, during normal usage, operates under vacuum or pressure, other than the weight of its contents.
 2. None of the following is covered equipment:
 - a. structure, foundation, cabinet, compartment or air supported structure or building;
 - b. insulating or refractory material;
 - c. sewer piping, underground vessels or piping, or piping forming a part of a sprinkler system;
 - d. water piping other than boiler feedwater piping, boiler condensate return piping or water piping forming a part of a refrigerating or air conditioning system;
 - e. vehicle or any equipment mounted on a vehicle;
 - f. satellite, spacecraft or any equipment mounted on a satellite or spacecraft;
 - g. dragline, excavation or construction equipment; or
 - h. electronic data processing equipment, unless used to control or operate covered equipment. Electronic data processing equipment includes programmable electronic equipment that is used to store, retrieve and process data; and associated peripheral equipment.
 - b. DATA
The term "Data" wherever used herein means information or instructions stored in digital code capable of being processed by machinery.
 - c. HAZARDOUS SUBSTANCE
The term "Hazardous Substance" wherever used herein means any substance that is hazardous to health or has been declared to be hazardous to health by a governmental agency.

GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY
COMBINED AUTOMOBILE, CRIME, LIABILITY AND PROPERTY COVERAGES
MEMBER COVERAGE AGREEMENT

- d. **MEDIA**
The term "Media" wherever used herein means material on which data is recorded, such as magnetic tapes, hard disks, optical disks or floppy disks.

 - e. **PERISHABLE GOODS**
The term "Perishable Goods" wherever used herein means personal property maintained under controlled conditions for its preservation, and susceptible to loss or damage if the controlled conditions change.

 - f. **VEHICLE**
The term "Vehicle" wherever used herein means, as respects this Extension only, any machine or apparatus that is used for transportation or moves under its own power. Vehicle includes, but is not limited to, car, truck, bus, trailer, train, aircraft, watercraft, forklift, bulldozer, tractor or harvester.
However, any property that is stationary, permanently installed at a covered location and that receives electrical power from an external power source will not be considered a vehicle.
5. Conditions in addition to General Coverage Agreement Conditions I (pp 8-9) and Property Coverage Section Conditions II (pp10-11).
- a. **Suspension**
Whenever covered equipment is found to be in, or exposed to, a dangerous condition, any representatives of GIRMA or its reinsurer may immediately suspend coverage against loss from an equipment breakdown to that covered equipment. This can be done by mailing or delivering a written notice of suspension to:
 - 1. the Named Member's last known address; or
 - 2. the address where the covered equipment is located.Once suspended in this way, the Named Member's coverage can be reinstated only by an endorsement for that covered equipment. If GIRMA suspends the Named Member's coverage, the Named Member will get a pro rata refund of premium for that covered equipment for the period of suspension. But the suspension will be effective even if GIRMA has not yet made or offered a refund.
 - b. **Jurisdictional Inspections**
If any property that is covered equipment under this Extension requires inspection to comply with state or municipal boiler and pressure vessel regulations, GIRMA agrees to perform such inspection on the Named Member's behalf. GIRMA does not warrant that conditions are safe or healthful.
 - c. **Environmental, Safety and Efficiency Improvements**
If covered equipment requires replacement due to an equipment breakdown, GIRMA agrees to pay the Named Member's additional cost to replace with equipment that is better for the environment, safer or more efficient than the equipment being replaced. However, GIRMA will not pay more than 125% of what the cost would have been to repair or replace with like kind and quality. This condition does not increase any of the applicable limits. This condition does not apply to any property to which actual cash value applies.

GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY
COMBINED AUTOMOBILE, CRIME, LIABILITY AND PROPERTY COVERAGES
MEMBER COVERAGE AGREEMENT

CASUALTY COVERAGE SECTION

I. GENERAL LIABILITY and LAW ENFORCEMENT LIABILITY

Rev 5/21 A. COVERAGE AGREEMENT

- Rev 5/20 1. GIRMA hereby agrees, subject to the definitions, exclusions, limitations, terms and conditions herein mentioned, to pay on behalf of the Member all sums which the Member becomes legally obligated to pay as Money Damages because of Bodily Injury, Property Damage or Personal Injury to which this Coverage Section applies, including Bodily Injury, Property Damage or Personal Injury arising from Law Enforcement Activities, Incidental Malpractice, Host Liquor Activities, Products/Completed Operations Hazard, or Unmanned Aircraft Systems Activities.
2. This coverage applies to Bodily Injury, Property Damage and Personal Injury only if:
- a. The Bodily Injury, Property Damage or Personal Injury is caused by an Occurrence that takes place in the Coverage Territory; and
 - b. The Bodily Injury, Property Damage or Personal Injury occurs during the Coverage Agreement Period.
3. All Bodily Injury, Property Damage or Personal Injury caused by the same Occurrence will be deemed to occur when the first part of such Bodily Injury, Property Damage or Personal Injury occurs.
4. Notwithstanding the Agreements above, GIRMA shall not be liable to pay on behalf of the Member any sum which the Member shall be obligated to pay if a judgment or final adjudication in any action brought against the Member shall be based on a determination that acts of fraud or dishonesty were committed by the Member.

Rev 5/21 B. EXCLUSIONS

In addition to General Coverage Agreement Exclusions I (General Exclusions Applicable to the Entire Coverage Agreement) (p3), and Casualty Coverage Agreement Exclusions III (General Exclusions Applicable to the Casualty Coverage Sections) (pp6-7), this Coverage Section does not provide coverage or apply:

1. to any claim arising out of or in any way connected with damages, whether direct or consequential, or for any cause of action which is covered under any other Section or Subsection of this Coverage Agreement.
- Rev 5/21 2. to any claim arising out of or in any way connected with Bodily Injury or Property Damage reasonably expected or intended from the standpoint of the Member; however, this exclusion does not apply:
- a. to Bodily Injury, Property Damage or other injury resulting from the use of reasonable force to protect persons or property; or,
 - b. to corporal punishment of any student or pupil administered by or at the direction of any Member in accordance with written guidelines established by the Named Member;
- Rev 5/21 3. to any claim arising out of or in any way connected with Personal Injury caused by or at the direction of the Member with the knowledge that the act would violate the rights of another and would cause Personal Injury.
- Rev 5/21 4. except with respect to operations performed by independent contractors, to any claim arising out of or in any way connected with the ownership, maintenance or use, including loading or unloading of watercraft over twenty-six (26) feet in length; this exclusion applies even if the claim against any Member alleges negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that Member, if the Occurrence which caused the Bodily Injury or Property Damage involved the ownership, maintenance, use or entrustment to others of any watercraft;
- Rev 5/21 5. to any claim arising out of or in any way connected with damage to or destruction of property owned, rented or occupied by the Member, including any costs or expenses incurred by the Named Member or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- Rev 5/21 6. to any claim arising out of or in any way connected with the withdrawal, inspection, repair, replacement or loss of use of the Named Member's Products or the Named Member's Work completed by or on behalf of the Named Member or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency, inadequacy or dangerous condition therein;

GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY
COMBINED AUTOMOBILE, CRIME, LIABILITY AND PROPERTY COVERAGES
MEMBER COVERAGE AGREEMENT

- Rev 5/21 7. to any claim arising out of or in any way connected with any obligation for which the Named Member may be held liable under any, unemployment compensation law, disability benefits law, any Federal or State workers' compensation and or employers' liability act or law including but not limited to the Jones Act, United States Longshore and Harbor Workers' Compensation Act (LHWCA) and the Federal Employees Liability Act (FELA) or any similar law;
- Rev 5/21 8. any claim arising out of or in any way connected to to Bodily Injury to any employee of the Member or the spouse, child, parent, brother or sister of any such employee as a consequence of Bodily Injury to the employee; this exclusion applies whether the member may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury;
- Rev 5/21 9. to any claim arising out of or in any way connected with the ownership, maintenance or use of an Automobile as defined in Casualty Coverage Section II.D.; this exclusion applies even if the claim against any Member alleges negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that Member, if the Occurrence which caused the Bodily Injury or Property Damage involved the ownership, maintenance, use or entrustment to others of any Automobile.
- Rev 5/21 10. to any claim arising out of or in any way connected with any investigatory, disciplinary or criminal proceedings against an individual Member or Named Member except that GIRMA may at its own option associate counsel in the defense of any such investigatory, administrative or disciplinary proceeding. Should GIRMA elect to associate counsel, such elections shall not constitute a waiver or estoppel of any rights GIRMA may have pursuant to the terms, conditions, exclusions and limitations of this Coverage Agreement; including but not limited to the right to deny coverage of any claim or to discontinue the association of counsel in the defense of any such proceeding;
- Rev 5/21 11. to any claim arising out of or in any way connected with any dishonest, fraudulent or criminal act;
- Rev 5/21 12. to any claim arising out of or in any way connected with breach of contract.
- Rev 5/21 13. to any claim brought by one Member against another Member.
- Rev 5/21 14. to any claim based upon or attributable to a Member's gaining in fact any personal profit or advantage to which the Member was not legally entitled including remuneration paid in violation of law as determined by the courts.
- Rev 5/19 15. to any claim arising out of or in any way connected with of the ownership, operation, maintenance, use, or entrustment of any Inflatable Amusement Device.
- Rev 5/21 16. to any claim arising out of or in any way connected with any Bodily Injury, Property Damage or Personal Injury arising out of any Occurrence that any of the following persons knew about before the first date GIRMA has continuously provided this or similar coverage to the Named Member:
- c. any of the Member's elected or appointed officials, executive officers or directors;
 - d. any risk manager, or any leader of the Member's legal, risk management or other department that is responsible for insurance matters.
- A person will be deemed to know about an Occurrence at the earliest time the person:
- a. reports all or any part of the Occurrence to GIRMA or an insurer;
 - b. receives a written or verbal Claim for Money Damages because of the Occurrence; or
 - c. Becomes aware by any other means that all, or any part of, the Occurrence has occurred.
- Rev 5/21 17. any claim arising out of or in any way connected with Property Damage to the Named Member's Products arising out of it or any part of it;
- Rev 5/21 18. any claim arising out of or in any way connected with Property Damage to the Named Member's Work arising out of it or any part of it and included in the Products/Complete Operations Hazard; this exclusion does not apply if the damaged work or the work out of which the damage arises was performed on the Named Member's behalf by a subcontractor.

GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY
COMBINED AUTOMOBILE, CRIME, LIABILITY AND PROPERTY COVERAGES
MEMBER COVERAGE AGREEMENT

- Rev 5/21 19. any claim arising out of or in any way connected with Personal Injury arising out of oral or written publication, in any manner, of material, if done by or at the direction of the Member with knowledge of its falsity;
- Rev 5/21 20. any claim arising out of or in any way connected with Personal Injury arising out oral or written publication, in any manner, of material whose first publication took place before the beginning of the Coverage Agreement Period;
- Rev 5/21 21. any claim arising out of or in any way connected with Personal Injury arising out of the failure of goods, products or services to conform with any statement of quality or performance;
- Rev 5/21 22. any claim arising out of or in any way connected with Personal Injury arising out of the wrong description of the price of goods, products or services;
- Rev 5/21 23. any claim arising out of or in any way connected with Bodily Injury, Property Damage or Personal Injury arising out of any action or omission that violates or is alleged to violate:
- a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
 - b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
 - c. 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
 - d. 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.

C. DEFINITIONS

1. **HOST LIQUOR ACTIVITIES**
The term "Host Liquor Activities" wherever used herein means indemnification for the Named Member's liability for the sale or distribution of alcoholic beverage by reason of any Local, State or Federal liquor control laws in force at the time of the occurrence (as defined herein) and includes indemnity for loss of means to support.
2. **INCIDENTAL MALPRACTICE**
The term "Incidental Malpractice" means emergency professional medical services rendered or which should have been rendered to any person or persons (other than employees of the Named Member injured during the course of their employment) by any duly qualified medical practitioner, nurse or technician employed by or acting on behalf of the Named Member. Emergency professional medical services does include services of a school nurse.
- Rev 5/19 3. **INFLATABLE AMUSEMENT DEVICE**
The term "Inflatable Amusement Device" means a flexible structure that relies on air pressure to maintain its shape and which is designed for uses that may include but are not limited to bouncing, sliding, climbing, or interactive play. Examples include but are not limited to inflatable sports games, bounces, land slides, water slides, pool games, tunnels or mazes, moonwalks, or advertising devices.
- Rev 5/21 4. **LAW ENFORCEMENT ACTIVITIES**
The term "Law Enforcement Activities" wherever used herein means indemnification for the Named Member's liability for operations or activities engaged in or conducted in furtherance of the obligation to provide law enforcement services. This includes operations or activities which arise out of the ownership, maintenance or use of premises designated for these operations and activities, as well as all operations and activities necessary and incidental thereto, including the transportation and incarceration of prisoners.
- Rev 5/21 5. **NAMED MEMBER'S PRODUCTS**
The term "Named Member's Products" means goods or products manufactured, sold, handled, distributed, or disposed of by the Named Member, including but not limited to water, gas, electricity, fuel or cable television provided by the Named Member.
- "Named Member's Products" includes:
- a. warranties or representations made at any time with respect to the fitness, quality, durability, or performance of products;

GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY
COMBINED AUTOMOBILE, CRIME, LIABILITY AND PROPERTY COVERAGES
MEMBER COVERAGE AGREEMENT

- b. containers (other than vehicles), materials, parts, or equipment furnished in connection with such products; and
- c. providing or failure to provide warnings or instructions.

"Named Member's Products" does not include:

- a. vending machines or other property that is rented to or placed for the use of others, but not sold; or
- b. real property.

Rev 5/21

6. NAMED MEMBER'S WORK

The term "Named Member's Work" means:

- a. work or operations performed by or on behalf of the Named Member;
- b. materials, parts, and equipment supplied for such work or operations;
- c. written warranties or representations made at any time regarding quality, fitness, durability, or performance of any of the foregoing; and
- d. providing or failing to provide warnings or instructions.

Rev 5/21

7. PRODUCTS/COMPLETED OPERATIONS HAZARD

- b. The term "Products/Completed Operations Hazard" means: a. Bodily Injury or Property Damage occurring away from premises the Named Member owns or rents and arising out of the Named Member's Products after physical possession of the Named Member's Products has been relinquished to others; Bodily Injury or Property Damage occurring away from premises the Named Member owns or rents and arising out of the Named Member's Work. It does not include work that has not been completed or that has not been abandoned.

The Named Member's Work is deemed completed at the earliest of the following times:

- a. when all work specified in the Named Member's contract has been done;
- b. when all your work to be done at a job site has been completed if the Named Member's contract includes work at more than one site; or
- c. when the Named Member's Work at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same job site.

Work which requires further service, maintenance, correction, repair, or replacement because of defect or deficiency, but which is otherwise complete, shall be deemed completed.

"Products/Completed Operations Hazard" does not include Bodily Injury or Property Damage arising out of:

- a. the transportation of property, unless the Bodily Injury or Property Damage arises out of a condition in or on a vehicle, created by loading or unloading; or
- the presence of tools, uninstalled equipment, or abandoned or unused materials.

Rev 5/20

8. UNMANNED AIRCRAFT SYSTEMS ACTIVITIES

Rev 5/21

The term "Unmanned Aircraft Systems Activities" means ownership, maintenance, or use of an unmanned aircraft system operated in compliance with 14 C.F.R. Part 107. Coverage for Unmanned Systems Activities is subject to an annual Aggregate Limit of Liability \$50,000.

GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY
COMBINED AUTOMOBILE, CRIME, LIABILITY AND PROPERTY COVERAGES
MEMBER COVERAGE AGREEMENT

II. AUTOMOBILE LIABILITY

Rev 5/21

A. COVERAGE AGREEMENT

1. GIRMA hereby agrees, subject to the definitions, exclusions, limitations, terms and conditions hereunder mentioned to pay as Money Damages because of Bodily Injury or Property Damage to which this Coverage Section applies, and resulting from the ownership, maintenance or use including the Loading or Unloading of a Covered Automobile.
2. This coverage applies only to Bodily Injury and Property Damage only if:
 - a. The Bodily Injury or Property Damage is caused by an Occurrence that takes place in the Coverage Territory; and
 - b. The Bodily Injury or Property Damage occurs during the Coverage Agreement Period.
3. All Bodily Injury or Property Damage caused by the same Occurrence will be deemed to occur when the first part of such Bodily Injury or Property Damage occurs.
4. While the Covered Automobile is away from the state where it is licensed, GIRMA will provide the minimum amounts and types of other coverages, such as No-Fault, required of out-of-state vehicles by the jurisdiction where the Covered Automobile is being used. GIRMA will not pay anyone more than once for the same elements of loss because of these extensions.

Rev 5/21

B. EXCLUSIONS

In addition to General Coverage Agreement Exclusions I (General Exclusions Applicable to the Entire Coverage Agreement) (p3), and General Coverage Exclusions III (General Exclusions Applicable to the Casualty Coverage Sections) (pp6-7), this Coverage Section does not provide coverage for or apply:

1. to any claim arising out of or in any way connected with Bodily Injury or Property Damage expected or intended from the standpoint of the Member; however, this exclusion does not apply to Bodily Injury or Property Damage resulting from the use of reasonable force to protect persons or property;
2. to any claim arising out of or in any way connected with damages, whether direct or consequential, or for any cause of action which is covered under any other Section or Subsection of this Coverage Agreement;
3. to any claim arising out of or in any way connected with Bodily Injury or Property Damage resulting from the movement of property by a mechanical device (other than a hand truck) not attached to a Covered Automobile;
4. to any claim arising out of or in any way connected with Bodily Injury to an employee of the Named Member arising out of and in the course of employment by the Named Member or the spouse, child, parent, brother or sister of any such employee as a consequence of Bodily Injury to the employee; this exclusions applies whether the Member may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury;
5. to any claim arising out of or in any way connected with Property Damage to:
 - a. property the Member owns or rents; or,
 - b. property loaned to the Member, being transported by the Member, or in the Member's care, custody or control except property loaned to the Member by another political entity;
6. to any claim arising out of or in any way connected with Bodily Injury or Property Damage arising out of the Named Member's Work after that work has been completed or abandoned.

In this exclusion, the term "Named Member's Work" means:

- a. work or operations performed by or on behalf of the Named Member;
- b. materials, parts, and equipment supplied for such work or operations;
- c. written warranties or representations made at any time regarding quality, fitness, durability, or performance of any of the foregoing; and
- d. providing or failing to provide warnings or instructions.

The Named Member's Work is deemed completed at the earliest of the following times:

- a. when all work specified in the Named Member's contract has been done;
- b. when all your work to be done at a job site has been completed if the Named Member's contract includes work at more than one site; or

GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY
COMBINED AUTOMOBILE, CRIME, LIABILITY AND PROPERTY COVERAGES
MEMBER COVERAGE AGREEMENT

- c. when the Named Member's Work at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same job site.

Work which requires further service, maintenance, correction, repair, or replacement because of defect or deficiency, but which is otherwise complete, shall be deemed completed.

Rev 5/21

C. MEMBER

In addition to those who are a "Member" as set forth in Declarations VII. (p2) and covered under this Section, anyone else is also covered as a "Member" under this Coverage Section while using with the Named Member's permission a Covered Automobile that the Member owns, leases, rents, hire or borrows, except:

1. the owner of a hired Automobile or a member of his or her household;
2. someone using a Covered Automobile while he or she is working in a business of selling, servicing, repairing or parking Automobiles unless that business is that of the Member;
3. anyone other than the Member's employees, a lessee or borrower or any of their employees while moving property to or from a Covered Automobile;
4. any person using a Covered Automobile in connection with operations other than operations performed by or on behalf of the Named Member and who has insurance or other liability coverage arising in connection with such use.

Anyone liable for the conduct of a Member described above is also a Member under this Coverage Section but only to the extent of that liability and only to the extent that there is not insurance coverage as described in C.4. of this Coverage Section. However, the owner or anyone else from whom the Member hires or borrows a Covered Automobile is a covered Member only if Coverage Automobile is a trailer connected to a Covered Automobile owned by the Named Member.

D. DEFINITIONS

1. AUTOMOBILE

The term "Automobile" wherever used herein shall mean any land motor vehicle, trailer or semi-trailer, including its equipment and any other equipment permanently attached thereto, designed and licensed for highway use. The word "trailer" shall include semi-trailer.

2. COVERED AUTOMOBILE

The term "Covered Automobile" wherever used herein shall mean:

- a. any Automobile shown on the schedule in the Named Member Application on file with GIRMA;
- b. owned Automobiles that the Named Member acquires during the Coverage Agreement period.
- c. Hired Automobiles and Non-owned Automobiles.

3. HIRED AUTOMOBILE

The term "Hired Automobile" means only those Automobiles the Named Member leases, hires, rents or borrows. This does not include any Automobile leased, hired, rented or borrowed from any of the Named Member's employees or volunteers or members of their Households.

4. LOADING AND UNLOADING

The term "Loading and Unloading" wherever used herein shall mean the handling of property:

- a. after it is moved from the place where it is accepted for movement into or onto a Covered Automobile;
- b. while it is in or on a Covered Automobile; or;
- c. while it is being moved from a Covered Automobile to the place where it is finally delivered; but Loading or Unloading does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to aircraft, watercraft or a Covered Automobile.

Rev 5/21

5. NON-OWNED AUTOMOBILE

The term "Non-owned Automobile" wherever used herein shall mean an Automobile the Named Member does not own, lease, hire, rent or borrow that is used in connection with the Named Member's operations with the Named Member's permission.

GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY
COMBINED AUTOMOBILE, CRIME, LIABILITY AND PROPERTY COVERAGES
MEMBER COVERAGE AGREEMENT

III. UNINSURED MOTORISTS

Rev 5/21

A. COVERAGE AGREEMENT

GIRMA hereby agrees, subject to the limitations, terms and conditions hereunder mentioned, to pay all sums in excess of the applicable deductible selected by the Named Member and shown in the Declarations that the Member is legally entitled to recover as compensatory damages from the owner or driver of an Uninsured Motor Vehicle, subject to the limits of liability stated in Casualty Coverage Section III.E below. Damages must result from Bodily Injury sustained by the Member or from Property Damage caused by an accident. The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the Uninsured Motor Vehicle.

GIRMA will pay under this coverage only after the limits of liability under any applicable liability bonds or policies have been exhausted by payment of judgments or settlements. However, if a settlement is made between a Member and the insurer of an underinsured motor vehicle described in paragraph d. of the definition of Uninsured Motor Vehicle in Casualty Section III.B.3 below for an amount that does not exhaust the limits of liability under any applicable liability bonds or policies, GIRMA will not pay under this coverage unless GIRMA previously consented to such settlement in writing.

Any default judgment arising out of a suit for damages against anyone alleged to be legally responsible is not binding on GIRMA

B. DEFINITIONS

1. OCCUPYING

The term "Occupying" wherever used herein shall mean in, upon, getting in, on, out or off.

2. PROPERTY DAMAGE

The term "Property Damage" wherever used herein shall mean injury or destruction to the property of a Member.

3. UNINSURED MOTOR VEHICLE

The term "Uninsured Motor Vehicle" wherever used herein shall mean a land vehicle or trailer:

- a. For which neither a liability bond or policy or Coverage Agreement nor cash or securities is on file with the Georgia Commissioner of Public Safety at the time of the accident;
- b. For which an insuring or bonding company legally denies coverage or becomes insolvent;
- c. Which is a hit-run vehicle and neither the driver nor the owner can be identified. This vehicle must either:
 - i. hit a Member, Covered Automobile or a vehicle which a Member is Occupying; or
 - ii. cause Bodily Injury or Property Damage with no physical contact with the Member, covered Automobile or a vehicle which the Member is Occupying at the time of the accident, provided the facts of the accident can be confirmed by an eyewitness to the Accident other than the Member making the claim; or
- d. That is an underinsured motor vehicle. An underinsured motor vehicle is a land motor vehicle or trailer for which the sum of the limits of all available liability bonds or policies applicable at the time of the accident and the limits of the uninsured motorist's coverage, if any, under the Member's own liability insurance coverages—i.e., the maximum limits of coverage—either:
 - i. is less than the sum of the limits of insurance for Uninsured Motorists Coverage applicable to the Member under this Coverage Agreement; or
 - ii. has been reduced, by reason of payment of other claims or otherwise, below the maximum limits of coverage

However, an "Uninsured Motor Vehicle" does not include any vehicle designed for use mainly off public roads while not on public roads.

C. MEMBER

It is agreed that, notwithstanding Declarations VII, for purposes of this coverage "Member" is defined as:

- (1) Any person occupying a Covered Automobile or a temporary substitute when the Covered Automobile is out of service because of its breakdown, repair, servicing, loss, or destruction.
- (2) Any person for damages he or she is entitled to recover because of Bodily Injury sustained by another Member.
- (3) The Named Member for Property Damage only.

GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY
COMBINED AUTOMOBILE, CRIME, LIABILITY AND PROPERTY COVERAGES
MEMBER COVERAGE AGREEMENT

D. EXCLUSIONS

This coverage does not apply to:

1. Any claim settled without GIRMA's consent. However, this exclusion does not apply to a settlement made with the insurer of an underinsured motor vehicle as described in Paragraph d. of the definition of Uninsured Motor Vehicle in Casualty Section III.B.3 above if settlement is made in accordance with GA CODE ANN. Section 33-24-41.1 and the payment of such settlement exhausts the limits of the applicable liability bond or policies.
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. The direct or indirect benefit of any insurer of property
4. Anyone using a vehicle without a reasonable belief of entitlement to do so
5. Punitive or exemplary damages
6. Property Damage for which the Member has been compensated by other property or physical damage coverage.

E. LIMITS

1. Regardless of the number of Members, contributions paid, claims made, Covered Automobiles or number of vehicles involved in an accident, the limits for all damages resulting from any one accident shall be equal to the per Occurrence limit stated in Declarations II.B.2 Uninsured Motorists Limit.
2. No one will be entitled to receive duplicate payments for any element of loss for which payment has been made by or for anyone who is legally responsible.
3. GIRMA will not pay for any element of loss if the person is entitled to receive payment for the same element of loss under any workers' compensation law, exclusive of non-occupational disability benefits.
4. Limits of Coverage provided under this Coverage Agreement shall be in addition to the limits of coverage provided by all available liability bonds or policies and the limits of uninsured motorists coverage, if any, provided by the Member's own liability insurance coverages. However, if Reduced-By UM Coverage is selected on the applicable Uninsured Motorist Election form, which by reference is incorporated into the Named Member's application for coverage, and is in effect as of the date of the accident, the Limit under this coverage will be reduced by all sums paid or payable by or for anyone who is legally responsible, including but not limited to all sums paid under Casualty Coverage Section II (Automobile Liability) of this Coverage Agreement.
5. GIRMA will not pay for any Property Damage that is paid or payable under Property Coverage Section I.C.2 (Automobile Physical Damage and Mobile Equipment).

B. SPECIFIC CONDITIONS

The GENERAL COVERAGE CONDITIONS SECTION N. OTHER COVERAGE OR INSURANCE in this Coverage Agreement is deleted in its entirety for Uninsured Motorists Coverage and is replaced with the following:

If there is other applicable coverage available under more than one policy or agreement, the following priorities of recovery apply:

First All policies affording Uninsured Motorists Coverage to the Member under his or her personal automobile insurance policy.

Second The Uninsured Motorists Coverage applicable to the vehicle the Member was Occupying at the time of the Accident

GIRMA will only pay its share, which is the proportion that the Limit under this coverage bears to the total of the limits of all Coverage Forms and Agreements covering on the same basis.

GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY
COMBINED AUTOMOBILE, CRIME, LIABILITY AND PROPERTY COVERAGES
MEMBER COVERAGE AGREEMENT

IV. ERRORS AND OMISSIONS LIABILITY

- Rev 5/21 **A. COVERAGE AGREEMENT**
1. GIRMA hereby agrees, subject to the definitions, exclusions, limitations, terms and conditions herein mentioned to pay on behalf of the Named Member all Money Damages the Named Member becomes legally obligated to pay as Money Damages because of a Wrongful Act to which this Coverage Section applies.
 2. This coverage applies to a Wrongful Act only if:
 - a. The Wrongful Act takes place in the Coverage Territory; and
 - b. The Wrongful Act is committed during the Coverage Agreement Period
 3. A Wrongful Act will be deemed to have been committed when the first part of the Wrongful Act is committed.
- Rev 5/21 **B. EXCLUSIONS**
- In addition to General Coverage Agreement Exclusions I (General Exclusions Applicable to the Entire Coverage Agreement) (p3), and General Coverage Exclusions III (General Exclusions Applicable to the Casualty Coverage Sections) (pp-6-7), this Coverage Section does not provide coverage for or apply:
- Rev 5/21 1. to any claim arising out of or in any way connected with damages, whether direct or consequential, or for any cause of action which is covered under any other Section or Subsection of this Coverage Agreement, including any claim arising from or in any way connected with Law Enforcement Activities as defined in Casualty Coverage Section I.C.4 (p33). ;
- Rev 5/21 2. to any claim based upon or attributable to the rendering or failure to render any opinion, treatment, consultation or service if such opinion, treatment, consultation or service was rendered or failed to have been rendered while the Member was engaged in any activity for which the Member received compensation from any source other than the Named Member or in which the Member engaged on behalf any person or entity other than the Named Member;
- Rev 5/21 3. to any claim arising out of or in any way connected with estimates of probable costs or cost estimates being exceeded or for faulty preparation of bid specifications or plans;
- Rev 5/21 4. to any claim arising out of or in any way connected with or for injury to, destruction or disappearance of any tangible property (including money and securities) or the loss of use thereof;
- Rev 5/21 5. to any claim for which the Named Member is entitled to indemnity or payment by reason of having given notice of any circumstances which might give rise to a claim under any policy of insurance or similar agreement, the term of which has commenced prior to the inception date of this Coverage Agreement;
- Rev 5/21 6. to any claim arising out of or in any way connected with a Member's activities in a fiduciary capacity or as a trustee or in any similar capacity, including duties, responsibilities or obligations in connection with Employee Benefit Programs (as defined in the Casualty Coverage Section V.C.2 (p. 42));
- Rev 5/21 7. to any claim for Bodily Injury or Property Damage;
- Rev 5/21 8. to any claim arising out of or in any way connected with breach of contract; however, this exclusion does not apply to employment contracts;
- Rev 5/21 9. to any claim based upon or attributable to an act or omission admitted by the Member or determined by a final legal determination to be:
 - a. a malicious act, defined as a Wrongful Act done willfully or purposely to cause injury, loss, or damage to another;
 - b. a criminal, dishonest, bad faith or fraudulent act or omission; or
 - c. a deliberate violation of any federal, state or local law.
- Rev 5/21 10. to any claim arising out of or in any way connected to a policy adopted by the governing body of the Named Member, through ordinance or otherwise, with the purpose of eliminating, or regulating to the extent that it has the practical effect of eliminating, a type of business or profession. However, this exclusion does not apply if existing businesses or professions are exempt from application (i.e., grandfathered) of the adopted policy;

GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY
COMBINED AUTOMOBILE, CRIME, LIABILITY AND PROPERTY COVERAGES
MEMBER COVERAGE AGREEMENT

- Rev 5/21 11. to any claim based upon, attributable to, or seeking the return of any profit, advantage, gain or remuneration to which the Member is not legally entitled;
- Rev 5/21 12. to any claim arising out of or in any way connected with any debt financing, including but not limited to bonds, notes, debentures and guarantees of debt;
- Rev 5/21 13. to any claim arising out of or in any way connected with the improper administration, assessment, collection or misappropriation of taxes, fees, costs or charges, loss relating to any tax obligation or seeking the refund or payment of taxes, fees, costs or charges;
- Rev 5/21 14. to any claim arising out of or in any way connected with procurement, construction or architect or engineer contracts;
- Rev 5/21 15. to any claim arising out of or in any way connected with the failure or omission to effect or maintain insurance or similar coverage, including the proper amount, form or provision of such coverage;
- Rev 5/21 16. to any claim arising out of or in any way connected with the rendering or failure to render professional services by a member of the medical profession.
- Rev 5/21 In addition to General Coverage Exclusions I (General Exclusions Applicable to the Entire Coverage Agreement) (p3), and General Coverage Exclusions III (General Exclusions Applicable to Casualty Coverage Sections) (pp6-7), with respect to any Employment Practices Wrongful Act, this Coverage Section does not provide coverage for or apply:
1. to any claim for salaries, wages or employment benefits brought by an employee of a Named Member;
 2. to any cost of complying with physical modifications to premises or any changes in the Member's operations mandated by the Americans with Disabilities Act or any similar federal, state or local law; however, GIRMA will defend a claim arising in connection with any such law but will have no obligations to pay any such costs;
 3. to any claim arising out of or in any way connected with any obligation for which the Member may be held liable under any, unemployment compensation law, disability benefits law, any Federal or State workers' compensation and or employers' liability act or law including but not limited to the Jones Act, United States Longshore and Harbor Workers' Compensation Act (LHWCA) and the Federal Employees Liability Act (FELA) or any similar law;
 4. to any claim arising out of or in any way connected with any lockout, strike, picket lines, related worker replacement or other similar actions resulting from labor disputes or labor negotiations or any protections contained within the National Labor Relations Act or any similar law;
 5. to any claim arising out of or in any way connected with improper payroll deductions or any claim for unpaid wages or overtime pay for hours actually worked or labor actually performed by any employee or any violation of any federal state or local law with respect to the same topic.

GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY
COMBINED AUTOMOBILE, CRIME, LIABILITY AND PROPERTY COVERAGES
MEMBER COVERAGE AGREEMENT

V. EMPLOYEE BENEFIT LIABILITY

A. COVERAGE AGREEMENT

1. GIRMA hereby agrees, subject to the definitions, exclusions, limitations, terms and conditions herein mentioned, to pay on behalf of the Member all sums which the Member shall become legally obligated to pay as Money Damages sustained by an employee, prospective employee, former employee or the beneficiaries or legal representatives thereof caused by any negligent act, error or omission of the Member or any other person for whose acts the Member is legally liable in the administration of the Named Member's Employee Benefit Programs as defined herein occurring within the Coverage Agreement Period.
2. A negligent act, error or omission will be deemed to have been committed when the first part of the act, error or omission occurs.

Rev 5/21

B. EXCLUSIONS

In addition to General Coverage Agreement Exclusions I (General Exclusions Applicable to the Entire Coverage Agreement) (p3), and General Coverage Exclusions III (General Exclusions Applicable to the Casualty Coverage Sections) (pp6-7), this Coverage Section does not provide coverage for or apply:

1. to any claim arising out of or in any way connected with damages, whether direct or consequential, or for any cause of action which is covered under any other Section or Subsection of this Coverage Agreement;
2. to any claim arising out of or in any way connected with any dishonest, fraudulent, criminal or malicious act, libel, slander, or discrimination;
3. to any claim arising out of or in any way connected with failure of performance of any Employee Benefit Program, including any failure of performance of contract by any insurer;
4. to any claim arising out of or in any way connected with the Member's failure to comply with any law concerning Workers' Compensation, unemployment insurance, Social Security, Medicare or disability benefits or similar law;
5. to any claim arising out of or in any way connected with:
 - a. failure of an investment to perform as represented by a Member;
 - b. advice given by any Member to participate or not to participate in stock subscription plans or any other plan included in the Employee Benefit Programs;
 - c. the investment or non-investment of funds;
 - d. errors in providing information on past performance of investments;
 - e. legal advice, investment advice, tax advice or accounting advice given to an employee or employee's beneficiary or estate;
6. to any claim arising out of or in any way connected with the Employee Retirement Income Security Act (ERISA) of 1974, Public Law 93-406 (commonly referred to as the Pension Reform Act of 1974) and amendments thereto, or similar provisions of any Federal, State or Local Statutory or Common Law.
7. to any claim arising out of or in any way connected with the Member's administering or providing services to, for, or on behalf of an Employee Benefit Program other than that of the Named Member;
8. to any claim arising out of or in any way connected with breach of contract.
9. to any claim arising out of or in any way connected with the insufficiency of funds to meet any obligations under any Employee Benefit Program;
10. to any claim arising out of or in any way connected with an Employment Practices Wrongful Act;
11. to any claim arising out of or in any way connected with benefits to the extent such benefits are available, with reasonable effort and cooperation of the Member, from the applicable funds accrued or collectible insurance;
12. to any claim arising out of or in any way connected with Bodily Injury, Property Damage or Personal Injury;

Rev 5/21

Rev 5/21

Rev 5/21

Rev 5/21

Rev 5/21

Rev 5/21

GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY
COMBINED AUTOMOBILE, CRIME, LIABILITY AND PROPERTY COVERAGES
MEMBER COVERAGE AGREEMENT

- Rev 5/21 13. to any claim arising out of or in any way connected with the purchase, sale, issuance or distribution or offer to purchase or sell any debt or equity securities or other investments of any type, including but not limited to any debt financing engaged in by the Member;
- Rev 5/21 14. to any claim arising out of or in any way connected with any taxes, fines or penalties, including those imposed under any provision of the Internal Revenue Code of 1986, as amended, or any similar state or local law or any loss, cost or expense arising out of the imposition of such taxes, fines or penalties;
- Rev 5/21 15. to any claim arising out of or in any connected with the establishment, modification or termination of any Employee Benefit Program, including any decision regarding the benefits to be included in any Employee Benefit Program or eligibility of any person or similarly situated persons for any Employee Benefit Program or any modification or termination of any such benefits or eligibility.

C. DEFINITIONS

1. Administration

The unqualified word "Administration" wherever used shall mean:

Rev 5/21

- a. effecting enrollment, continuation, termination or cancellation of employees under the Employee Benefit Programs, provided all such acts are authorized by the Named Member;
- b. providing information to employees, including their dependents and beneficiaries, with respect to the Employee Benefit Programs, including with respect to eligibility and scope of any Employee Benefit Program;
- c. handling of records in connection with the Employee Benefit Programs;
- d. interpreting the Employee Benefit Programs.

2. Employee Benefit Programs

The term "Employee Benefit Programs" shall mean group life or health insurance, profit sharing, pension plans, deferred compensation programs, employee stock subscription plans, cafeteria plans (Section 125 of the Internal Revenue Code), Workers' Compensation, Unemployment Insurance, Social Security, disability Benefits Insurance and travel, savings or vacation plans.

3. Occurrence

With respect to Employee Benefits Liability, the term "Occurrence" shall mean any negligent act, error or omission in the administration of the Named Member's Employee Benefit Programs happening during the Coverage Agreement. For purposes of determining the applicable Limit of Liability, all damages caused by or involving one or more persons whether the result of a single negligent act, error, or omission or a series of related negligent acts, errors or omissions shall be considered one Occurrence.

GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY
COMBINED AUTOMOBILE, CRIME, LIABILITY AND PROPERTY COVERAGES
MEMBER COVERAGE AGREEMENT

CRIME COVERAGE SECTION

I. COVERAGE AGREEMENTS

A. COMMERCIAL BLANKET BOND

GIRMA agrees subject to the definitions, limitations, exclusions, terms and conditions set forth herein, to indemnify the Named Member against any loss of money or other property real or personal (including that part of any inventory shortage which the Named Member shall conclusively prove is caused by the dishonesty of any Employee or Employees) belonging to the Named Member or in which the Named Member has a pecuniary interest, or for which the Named Member is legally liable, or held by the Named Member in any capacity, whether the Named Member is legally liable therefore or not, which the Named Member shall during the term of this Coverage sustain or discover that they have sustained through larceny, theft embezzlement, forgery, misappropriation, wrongful abstraction, willful misapplication or other fraudulent or dishonest acts or acts committed by any one or more of the Employees as defined herein acting alone or in collusion with others. It is further agreed that this Coverage Agreement provides indemnification for each one of the Employees in the minimum amount required by applicable state law or local ordinance, however, provision of the minimum amount required by applicable state law or local ordinance, shall not reduce the total per occurrence limit that would have been available had there been no bonding required by state law or local ordinance. It is further agreed that this coverage will indemnify the Named Member for loss caused to the Named Member through failure of any of the Named Member's Employees, as defined, acting alone or in collusion with others, to perform faithfully his duties (as prescribed by applicable state law or local ordinance), or to account properly for all monies and property received by virtue of his position of employment.

B. DEPOSITOR'S FORGERY

GIRMA agrees, subject to the definitions, limitations, exclusions, terms and conditions of the Coverage Agreement, to indemnify for loss which the Named Member shall sustain through forgery or alteration of, on or in any check, draft, promissory note, bill or exchange, or similar written promise, order or direction to pay a sum certain in money, made or drawn by or drawn upon the Named Member, or purporting to have been made or drawn as hereinbefore set forth, including:

1. any check or draft made or drawn in the name of the Named Member, payable to a fictitious payee and endorsed in the name of such fictitious payee;
2. any check or draft procured in a face-to-face transaction with the Named Member, or with one acting as agent of the Named Member, by anyone impersonating another and made or drawn payable to the one so impersonated and endorsed by anyone other than the one so impersonated; and
3. any payroll check, payroll draft or payroll order made or drawn by the Named Member, payable to bearer as well as to a named payee and endorsed by anyone other than the named payee without authority from such payee; whether or not any Extension mentioned in (1), (2), (3) be a forgery within the law of the place controlling the construction thereof.

Mechanically reproduced facsimile signatures are treated the same as handwritten signatures.

If the Named Member shall refuse to pay any of the foregoing instruments made or drawn as hereinbefore set forth, alleging that such instruments are forged or altered, and such refusal shall result in suit being brought against the Named Member to enforce such payment and GIRMA shall give its written consent to the defense of such suit, then any reasonable attorney's fees, court costs or similar legal expenses incurred and paid by the Named Member in such defense shall be construed to be a loss under this Coverage Agreement and the liability of GIRMA for such loss shall be in addition to any other liability under this Coverage Agreement.

C. MONEY AND SECURITIES (Coverage Inside Premises)

GIRMA agrees subject to the definitions, limitations, exclusions, terms and conditions of the Coverage Agreement, to indemnify the Named Member for all loss caused by reason of Theft, burglary, robbery, kidnapping, disappearance or of destruction to (other than by fraud of the Member) any Money or Securities which may at all times be or believed by the Member to be in or upon any premises occupied or used by the Member or by any bank, trust company or safe deposit company. Such coverage as is afforded by this Coverage Agreement also applies to deposits within a night depository safe provided by a bank or trust company on its premises for the use of its customers.

GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY
COMBINED AUTOMOBILE, CRIME, LIABILITY AND PROPERTY COVERAGES
MEMBER COVERAGE AGREEMENT

D. MONEY AND SECURITIES (Coverage Outside Premises)

GIRMA agrees subject to the limitations, terms and conditions of the Coverage Agreement, to indemnify the Named Member for all loss caused by reason of Theft, robbery, kidnapping, disappearance of or destruction to (other than by fraud of the Member) any Money or Securities while in the custody of the Member anywhere while in transit. The liability of GIRMA shall commence at the moment the person into whose hands the property is entrusted on behalf of the Named Member continuing until delivery thereof at the final destination.

II. EXCLUSIONS

A. With respect solely to the Crime Coverage Section I.B. (p43), I.C. (p43) and I.D. (p44) coverage shall not apply:

1. to any fraudulent, dishonest or criminal act committed by a Member, whether acting alone or in collusion with others;
2. to forgery committed by one or more Employees as defined under Crime Coverage Section IV.A.1.

III. CONDITIONS

A. With respect solely to the Crime Section I.A. (p43) of the Coverage Agreement:

1. under the discovery of any loss hereunder this Coverage Agreement shall be treated as reinstated so as at all times to continue in force for the sum set forth herein notwithstanding any previous loss for which GIRMA may have paid or be liable to pay hereunder provided however that in no event shall GIRMA be liable to under this Coverage Agreement for an amount greater than the Limit of Liability stated on account of any one Occurrence.
2. in case any reimbursement is obtained or recovery be made by the Named Member on account of any loss of money or securities, or property real and personal covered by this the Agreement, the net amount of such reimbursement or recovery, after deducting the actual cost of obtaining or making the same, shall be applied to reimburse the Named Member in full for that part (if any) of such loss in excess of this Coverage, and the balance (if any), or the entire net reimbursement or recovery if there were no such excess loss, shall be applied to that part of such loss covered by this Coverage Agreement, or if payment shall have been made by GIRMA, to its reimbursement therefore, the Named Member shall execute all necessary papers and render all assistance not pecuniary to secure unto GIRMA the rights provided of in this paragraph. The following shall not be reimbursement or recovery within the meaning of this paragraph:
 - a. suretyship, insurance or reinsurance;
 - b. security or indemnity taken from any source by or for the benefit of the Surety.
3. this Coverage shall be deemed canceled as to any Employee immediately upon discovery by the Named Member of any fraudulent or dishonest act on the part of such employee; or at 12:01 am Local Time as aforesaid upon the Effective Date specified in a written notice served upon the Named Member or sent by registered mail. Such date if the notice be served shall not be less than fifteen (15) days after such service, or if sent by registered mail, not less than twenty (20) days after the date borne by the sender's registry receipt.
4. it is agreed that within the term "Employees" are various Public Officials of the Named Member who by state law or local ordinance are required to be separately bonded.

B. With respect solely to Crime Section I.B. (p43), I.C. (p43) and I.D. (p44) of the Coverage Agreement:

The Member warrants to GIRMA that the Member is free of all claims for losses not discovered within the term of this Coverage Agreement and for losses sustained or acts committed prior to the Effective Date but with the understanding that in the event of:

1. the expiration of this Coverage Agreement by reason of non-renewal, or
2. the termination of this Coverage Agreement in its entirety, as provided in General Condition I.E. (p7), the Named Member shall have twelve (12) calendar months following the date of such expiration or termination in which to discover losses sustained between the Effective Date and the date of such expiration or termination.

C. With respect to Crime Section I.A, (p.43), I.B. (p43), I.C. (p43) and I.D. (p44) of the Coverage Agreement:

For purposes of applying the applicable Limit of Liability, all loss caused by or involving one or more persons, acting alone or in collusion with others, whether the result of a single act or a series of related acts, shall be considered one "Occurrence."

GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY
COMBINED AUTOMOBILE, CRIME, LIABILITY AND PROPERTY COVERAGES
MEMBER COVERAGE AGREEMENT

IV. DEFINITIONS

A. With respect solely to Crime Section I.A. (p43) of the Coverage Agreement:

1. Employee or Employees

The term "Employee" or "Employees" as used in this Coverage Agreement shall be deemed to mean respectively one or more of the natural persons who on the Effective Date of coverage or at any other time during the term of this coverage are in the regular service of the Named Member in the ordinary course of the Named Member's business and who are compensated by salary, wages or commission, and whom the Named Member has a right to govern and direct at all times in the performance of such service, but not to mean brokers, factors, commission merchants, consignees, contractors or other agents or representatives of the same general character.

B. With respect solely to Crime Section I.B. (p43), I.C. (p43) and I.D. (p44) of the Coverage Agreement:

1. COVERAGE

It is understood and agreed that this Coverage Agreement covers Money and Securities of the Named Member or Money and Securities which the Named Member is legally liable or held by it in any capacity, whether or not the Named Member is liable for the loss thereof, if legal proceedings are taken against the Named Member to enforce a claim for Money and Securities so held.

2. EMPLOYEES

The term "Employees" shall mean not only persons compensated by the Named Member but also those directed by the Named Member, and including those independent contractors or services which may be considered as usually performed by Employees of the Named Member.

3. LOSS

The term "Loss" as used in this Coverage Section shall be understood to mean the actual loss sustained by the Named Member, after making deductions for all recoveries and salvages, of Money or Securities, or property real and personal.

4. MONEY

The term "Money" as used in this Coverage Section shall be deemed to mean bank notes, coin, currency, uncanceled and precanceled postage and unused postage in postage meters.

5. SECURITIES

The term "Securities" as used in this Coverage Section shall be deemed to mean all negotiable and non-negotiable instruments or contracts representing either money or other property and includes revenue and other stamps of current use, tokens, and tickets, Federal Food Stamps, express postal and bank money orders, postal notes, debentures, scrip, check, warrants, transfers, coupons, demand and time drafts, bills of exchange, acceptances, promissory notes, certificates of deposits, certificates of stock, bonds, car trust certificates, interim receipts and certificates, warehouse receipts, bills of lading and all other instruments of a similar nature including mortgages upon real estate or upon chattels and upon interest therein and assignments such as mortgages and instruments.

6. THEFT

The term "Theft" shall include "trick and device."

GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY
COMBINED AUTOMOBILE, CRIME, LIABILITY AND PROPERTY COVERAGES
MEMBER COVERAGE AGREEMENT

INMATE MEDICAL COVERAGE ENDORSEMENT

1. GENERAL CONDITIONS

The coverage, terms, definitions, and conditions of this INMATE MEDICAL COVERAGE ENDORSEMENT apply only to this Endorsement and are not applicable to any other section of the MEMBER COVERAGE AGREEMENT.

2. COVERAGE AGREEMENT

This coverage endorsement applies only to the Named Member. Coverage is afforded for Reasonable and Customary Charges for Eligible Expenses that are Incurred by the Named Member solely as a result of the Named Member's Medical Obligation to an Eligible Inmate in its Custody.

3. SPECIFIC ATTACHMENT AMOUNT

\$10,000 (Specific Attachment Amount) is the amount per Eligible Inmate that is the responsibility of the Named Member. GIRMA will pay any part or all of the Specific Attachment Point amount of any claim and upon notification of such payment, the Named Member shall promptly reimburse GIRMA for such part of the Specific Attachment Point as has been paid by GIRMA. If a Specific Attachment Point amount is changed (e.g., upon May 1 renewal), the change will apply with respect to Dates of Service happening on or after the effective date of the change. The Specific Attachment Amount applies separately to each Eligible Inmate and represents the amount of risk retained by the Named Member.

4. SPECIFIC LIFETIME MAXIMUM AMOUNT

\$250,000 (Specific Lifetime Maximum Amount) is the maximum amount GIRMA will pay on behalf of the Named Member with respect to any Eligible Inmate under this and prior or later Endorsements issued by GIRMA. The Specific Lifetime Maximum Amount excludes the Specific Attachment Amount. The Specific Lifetime Maximum Amount will not exceed this amount per Eligible Inmate. The amount payable with respect to an Eligible Inmate is also limited by the Aggregate Annual Maximum Amount provision (see below).

5. AGGREGATE ANNUAL MAXIMUM AMOUNT

\$1,000,000 (Aggregate Annual Maximum Amount) is the maximum amount GIRMA will pay on behalf of the Named Member with respect to all Eligible Expenses Incurred within the one year period beginning each May 1 for all Eligible Inmates under this Endorsement. The Aggregate Annual Maximum Amount excludes the Specific Attachment Amount for each Eligible Inmate.

6. DEFINITIONS

- a) AIDS means Acquired Immune Deficiency Syndrome, as that term is currently defined by the United States Centers for Disease Control.
- b) Ambulance And Emergency Medical Services (Sometimes abbreviated to "EMS") means emergency services dedicated to providing out-of-hospital acute medical care and/or transport to definitive care. This includes air ambulance and ground ambulance.
- c) ARC means AIDS Related Complex, reflected lymphadenopathy involving at least two extra inguinal sites for at least three months duration in the absence of any current illness or drugs known to cause lymphadenopathy.
- d) Correctional Facility means a place or vehicle for the confinement of person(s) in Custody.
- e) Custodial Care means care primarily designed to assist the patient with activities of daily living.
- f) Custody means the state of being controlled, guarded, detained, watched, and/or restrained by a law enforcement officer, employee or agent of a Named Member by lawful authority or process. This definition includes the process of taking a person into Custody.
- g) Date(s) of Service means the date(s) that the medical service was provided to the Inmate.
- h) Detoxification Treatment means a treatment for addiction to drugs or alcohol intended to remove the physiological and psychological effects of the addictive substances.
- i) Eligible Expenses means the eligible charges payable under Section 8 PLAN COVERAGE part of this Endorsement. It does not include expenses specifically excluded or limited by Section 8 PLAN

GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY
COMBINED AUTOMOBILE, CRIME, LIABILITY AND PROPERTY COVERAGES
MEMBER COVERAGE AGREEMENT

COVERAGE part of this Endorsement or Section 9 Exclusions part of this Endorsement, or any other Policies or Endorsements.

- j) Eligible Inmate(s) means each person(s) who is placed in Custody under the jurisdiction of or controlled by the Named Member; provided, however, Eligible Inmates do not include any persons for whom the Named Member is not solely financially responsible. Eligible Inmates include: pre-trial misdemeanants, pre-trial felons, and escapees. Eligible Inmates also include convicted misdemeanants who are in the Custody of the covered Named Member. The Inmate will remain an Eligible Inmate through the date and time Custody ends as designated by the Named Member.
- k) Emergency Medical means a medical condition manifesting itself by acute signs or symptoms which could reasonably result in placing the person's life or limb in danger if medical attention is not provided within 24 hours.
- l) Emergency Room Charges means all charges shown on a hospital bill that has a charge labeled Emergency Room Charge. These Charges also include professional fees related to the Emergency Room Charges.
- m) Escapee is an Eligible Inmate who voluntarily leaves the Custody of the Police Department without the legal right to do so. An Escapee is deemed to be still in the Custody of the Police Department only if he or she is recaptured within 30 days from the date the escape was discovered. If, after the Escapee is recaptured, the Named Member determines that it is responsible for covered medical charges for services provided to the inmate during those 30 days, the charges will be covered.
- n) Experimental Drug means any drug or medicine that has not been approved by the United States Food and Drug Administration for the purpose for which it has been administered.
- o) Experimental Procedure or Experimental Research means any medical procedure, equipment, treatment or course of treatment, or drugs or medicine that is (1) meant to investigate and is limited to research; (2) not proven in an objective manner to have therapeutic value or benefits; (3) restricted to use at those centers capable of carrying out disciplined clinical efforts and scientific studies; and (4) medically questionable as to effectiveness.
- p) Half Way Houses are residences where persons who were formerly Incarcerated may reside. Such persons are not Eligible Inmates.
- q) HIV Positive means laboratory evidence defined by the United States Centers for Disease Control as being positive for human immunodeficiency virus infection.
- r) House Arrest means that a person is confined by the authorities to his or her residence or other specified location. A person under House Arrest is not an Eligible Inmate. Since a person under House Arrest is not an Eligible Inmate, such person will not be considered an Escapee if the person leaves or otherwise violates the conditions of House Arrest.
- s) Hospital means a place which meets all of the following requirements:
 - 1. is accredited as a general or specialty Hospital by the Joint Commission on Accreditation of Healthcare Organizations;
 - 2. is open at all times;
 - 3. is operated chiefly for the treatment of sick or injured persons as Inpatients;
 - 4. has a staff of one or more Physicians available at all times;
 - 5. provides 24 hour nursing services by Nurses;
 - 6. includes areas designed for diagnosis and major Surgical Procedures, or, if it is chiefly a place for the treatment of mentally handicapped persons, has an agreement with a Hospital to perform Surgery which may be required; and

The term Hospital does not include:

- 1. a convalescent facility, nursing home, rest home, or skilled nursing facility; or
 - 2. a facility chiefly operated for treatment of the aged, drug addicts, or alcoholics.
- t) Illness means a sickness or disease. Illness does not include Pregnancy, learning disabilities, attitudinal disorders or disciplinary problems.
 - u) Incarceration is the confinement of persons suspected of crimes and persons convicted of crimes by law enforcement officers as authorized by federal, state, and local law. The judicial system is authorized to confine.
 - v) Incurred means:
 - 1. with respect to medical services or supplies, the date on which the services are rendered or supplies are received by the Eligible Inmate; and
 - 2. with respect to negotiated medical services or supplies, the date on which the service or

GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY
COMBINED AUTOMOBILE, CRIME, LIABILITY AND PROPERTY COVERAGES
MEMBER COVERAGE AGREEMENT

supply was initially rendered or used.

- w) Inpatient means a person who is an overnight resident of a Hospital, using and being charged for room and board.
- x) Invasive means a surgical or diagnostic procedure performed by inserting something into or operating on the body through an incision or natural orifice.
- y) Jail means a place or vehicle for the confinement of person(s) in Custody.
- z) Law Enforcement Agency is an organization that enforces the laws of one or more Government Entities.
- aa) Medical Obligation means the costs required by the State of Georgia pursuant to O.C.G.A. § 42-5-2 to provide medical and hospital care to be Incurred by the Named Member with respect to a natural person as provided in Section 8 PLAN COVERAGE part of this Endorsement.
- bb) Mental Or Nervous Disorder means a mental or emotional disease or disorder that is listed in the current edition of the Diagnostic and Statistical manual for Mental Disorders of the American Psychiatric Association and denotes the following:
 - 1. a disease of the brain with predominant behavioral symptoms;
 - 2. a disease of the mind or personality, evidenced by abnormal behavior;
 - 3. a disorder of conduct evidenced by socially deviant behavior.

- cc) Medically Necessary means a service, medicine or supply which is necessary and appropriate for the diagnosis or treatment of an Illness or injury based on generally accepted current medical practice. A service, medicine or supply will not be considered Medically Necessary if it:
 - 1. is provided only as a convenience to the patient or provider;
 - 2. is not appropriate for the patient's diagnosis or symptoms;
 - 3. exceeds (in scope, duration or intensity) that level of care which is needed to provide safe, adequate and appropriate diagnosis or treatment.

- dd) Named Member is the entity identified as the Named Member in the Declarations for the Coverage Agreement to which this endorsement is attached.
- ee) Nurse means a graduate nurse who has been registered or licensed to practice by a State Board of Nurse Examiners or other state authority, and who is legally entitled to place the letters "R.N." after his/her name.
- ff) Office Visit means medical care provided in a Physician's office and charges related to the procedures performed in the Physician's office. Offsite means not within the confines of the Jail, Workhouse or Correctional Facility.
- gg) Organ Transplant Procedures means kidney, cornea, heart, lung, heart-lung, liver, pancreas and bone marrow transplants.
- hh) Outpatient Surgical Center means any public or private establishment which:
 - 1. has a staff of Physicians;
 - 2. has permanent facilities that are equipped and operated primarily for the purpose of performing Surgical Procedures;
 - 3. provides continuous Physician and nursing services while patients are in the facility; and
 - 4. is licensed by the state in which it resides as an Outpatient Surgical Center or Ambulatory Surgical Center.

- ii) Outpatient Surgical Services means surgical services rendered at an Outpatient Surgical Center, Hospital, or Physician office.
- jj) Physician And Physician Services means a person duly licensed or certified by the State to treat the type of Injury or Illness for which a claim is made and who is practicing within the scope of his/her license.
- kk) Plan means the health benefits covered in the Section 7 PLAN COVERAGE part of this

GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY
COMBINED AUTOMOBILE, CRIME, LIABILITY AND PROPERTY COVERAGES
MEMBER COVERAGE AGREEMENT

Endorsement which are:

1. Incurred on or after the Effective Date of this Endorsement; and
2. Incurred while this Endorsement is in force; and
3. Incurred and Paid during the Coverage Agreement Period.

Plan does not include:

1. expenses that are not covered by Section 7 PLAN COVERAGE part of this Endorsement;
2. amounts recoverable from any other source; or
3. amounts paid under a previous Endorsement or arrangement of excess loss coverage, whether issued by GIRMA or another entity.

jj) Police Department is the division within the Named Member's organizational structure authorized by the Named Member and Georgia law to enforce laws, apprehend those who break them, and maintain custody of prisoners.

ll) Pre-Existing Condition means a condition for which the Inmate received medical treatment or prescription medication from a medical professional either inside the jail or outside the jail during the 12 months prior to the beginning of the Coverage Agreement Period.

mm) Pregnancy means the physical condition of being pregnant, including complications of pregnancy

nn) Reasonable And Customary means the usual charge made by a group, entity or person who renders or furnishes covered services, treatments or supplies; provided the charge is not in excess of the general level of charges made by others who render or furnish the same or similar services, treatments or supplies to persons:

1. who reside in the same geographical area (as determined by TPA Guidelines); and
2. whose Illness or Injury is comparable in nature and severity.

In determining whether a charge is Reasonable, and Customary one or more of the following factors may be considered:

1. the level of skill, extent of training and experience required to perform the procedure or service;
2. the length of time required to perform the procedure or service as compared to the length of time required to perform other similar services;
3. the severity of the nature or Illness or Injury being treated;
4. the amount charged for the same or comparable services, medicines or supplies in other parts of the country;
5. the cost to the provider of providing the service, medicine, or supply.

oo) Rehabilitative Care means care for restoration (by education or training) of one's ability to function in a normal or near normal manner following an Illness or Injury. This type of care includes, but is not limited to, physical therapy, occupational therapy, and speech therapy.

pp) Self-Inflicted Injury means deliberate injury inflicted by a person upon his/her own body with or without suicidal intent. This includes injuries that result from intentional and/or unreasonably dangerous acts.

qq) Statement of Inmate Medical Benefits means Section 8 PLAN COVERAGE part of this Endorsement.

rr) Substance Abuse means alcohol, drug or chemical abuse, overuse or dependency.

ss) Surgery Or Surgical Procedures means:

1. an Invasive diagnostic procedure; or
2. the treatment of an Illness or Injury by manual or instrumental operations performed by a Physician while the patient is under general or local anesthesia.

tt) Third-Party Administrator (TPA) means a firm having a written agreement with GIRMA to process Plan

GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY
COMBINED AUTOMOBILE, CRIME, LIABILITY AND PROPERTY COVERAGES
MEMBER COVERAGE AGREEMENT

benefits and provide administrative services.

- uu) Trustee Inmates – A Trustee Inmate is an Inmate who may be permitted to perform services for a Government Entity or other party designated by the Government Entity away from the Jail or Workhouse without the direct supervision of law enforcement personnel. A Trustee is deemed to be in Custody
- vv) Weekend Inmates – Inmates who serve their sentences on weekends or other days as agreed to or required by a judge or other lawful authority. Weekend Inmates are deemed to be in Custody during the time they are serving their sentence even if they work outside the Jail or Workhouse during the time of the sentence.
- ww) Workhouse means an incarceration facility where Inmates perform work duties assigned to them by government authorities in charge of the facility. It is similar to a Jail.

7. SPECIFIC ATTACHMENT AMOUNT COVERAGE

GIRMA will –pay on behalf of the Named Member for Plan Benefits in excess of the Specific Attachment Amount, not to exceed the Specific Lifetime Maximum Amount or the Aggregate Annual Maximum Amount , as applicable.

If, for any reason, Named Member's coverage terminates before the end of the endorsement period:

- 1. all coverage under the Endorsement will end immediately; and
- 2. the Specific Attachment Amount ,the Specific Lifetime Maximum Amount will continue to apply and it will not be reduced. The Aggregate Annual Maximum Amount will be pro rated for the time that the endorsement was in effect.

8. PLAN COVERAGE

Covered Medical Obligation coverage includes but is not limited to the following costs:

- a. Inpatient Hospitalization;
- b. Outpatient Surgical Center Surgery and/or Facility Charges;
- c. Emergency Room Charges;
- d. Ambulance (including land, sea, or air) and Emergency Medical Service (EMS) services are covered;
- e. Physicians' & Surgeons' fees while Inmate is an Inpatient or Outpatient or during Office Visits;
- f. Anesthesiologists & Radiologists charges;
- g. Nurses charges;
- h. Diagnostic x-ray & laboratory services;
- i. Dressings, drugs, & medicines dispensed in a Hospital, Outpatient facility or during an Office Visit;
- j. Rehabilitative Care (inpatient only);
- k. Custodial Care (inpatient only);
- l. Expenses Medically Necessary for the diagnosis or treatment of an Injury or Illness;
- m. Expenses for medical treatment of Injuries and Self-Inflicted Injuries (as defined in Definitions) as well as those injuries sustained as a result of needing to be restrained, controlled or apprehended will be covered;
- n. Medical care provided to an Eligible Inmate for treatment of Self Inflicted Injuries will be covered within the terms of this Statement of Inmate Medical Benefits;
- o. Coverage for a Named Member begins when it meets the definition of a GIRMA member as defined in the GIRMA bylaws. Such coverage ends when the Named Member no longer meets the definition of a GIRMA member; and
- p. Coverage for a person begins when that person becomes an Eligible Inmate. Coverage for a person ends when that person no longer meets the definition of an Eligible Inmate.

GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY
COMBINED AUTOMOBILE, CRIME, LIABILITY AND PROPERTY COVERAGES
MEMBER COVERAGE AGREEMENT

9. EXCLUSIONS

Inmate Medical Benefits Do Not Include:

- a. Expenses for which the Named Member is not legally obligated to pay.
- b. Expenses not incurred by the Named Member in respect of an Eligible Inmate.
- c. Expenses not administered or ordered by a Physician.
- d. Expenses not Medically Necessary for the diagnosis or treatment of an Injury or Illness.
- e. Any expenses excluded or limited by this Endorsement.
- f. Any expenses provided at no cost to the Named Member.
- g. Any charges for any medical care or treatment administered in a Jail or Workhouse or Correctional Facility.
- h. Expenses of litigation.
- i. Any and all expenses which are recoverable from, or attributable to, any other medical or hospitalization benefit policy or insurance including Medicare or any State sponsored insurance plan.
- j. Expenses for Experimental Procedures, Experimental Drugs, or Experimental research studies, or for any services or supplies not considered legal in the United States or not approved by the FDA.
- k. Expenses incurred for organ donations.
- l. Expenses incurred for Organ Transplant Procedures.
- m. Expenses resulting from an Injury or Illness that is the result of a nuclear or radioactive accident or natural disaster.
- n. Expenses which are incurred after the Eligible Inmate has been released from Custody.
- o. Expenses for treatments of Mental or Nervous Disorders.
- p. Expenses related to any program for the treatment of Substance Abuse or Detoxification Treatment.
- q. Expenses/wages for, or in connection with, providing security or guarding any Eligible Inmate while an Inpatient or Outpatient in an accredited Hospital or Outpatient Surgical Center or Physician's office .
- r. Expenses in connection with dependent care.
- s. Expenses for the treatment of AIDS, ARC or HIV
- t. Expenses for:
 - 1. weight modification, or surgical treatment of obesity, including wiring of the teeth and all forms of intestinal bypass Surgery;
 - 2. breast reduction or augmentation;
 - 3. sex / gender changes
- u. Expenses for services that are solely cosmetic or aesthetic.
- v. Expenses for any drug, treatment or procedure that either promotes or prevents conception or prevents childbirth, including but not limited to:
 - 1. artificial insemination;
 - 2. treatment for infertility or impotency;
 - 3. sterilization or reversal of sterilization;
 - 4. abortion (unless the life of the mother would be endangered if the fetus was carried to term).
- w. Expenses for vocational or recreational therapy or vocational rehabilitation.
- x. Expenses due to Pregnancy.
- y. Expenses for care of newborn infants.
- z. Expenses for preventative care, including routine physical examinations, premarital examinations and educational programs.
- aa. Expenses for marriage, family or child counseling.
- bb. Expenses in connection with any Eligible Inmate who is in the custody of a GIRMA Member on the effective date of this Endorsement is hospitalized on or within 72 hours of the effective date.
- cc. Any payment of, or on account of, punitive or exemplary charges.
- dd. Treatment for Pre-existing Conditions during the first 72 hours of the original effective date of this Endorsement. Such treatments are covered after 72 hours even if treatment began during the first 72 hours. (This provision only applies to new GIRMA Members.)
- ee. Expenses incurred while the Plan is not in force with respect to the Eligible Inmate, or for a person not covered under the Plan;
- ff. Expenses which result from any prescription card service, mail order prescription plan or any pre-paid

Rev 5/21

GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY
COMBINED AUTOMOBILE, CRIME, LIABILITY AND PROPERTY COVERAGES
MEMBER COVERAGE AGREEMENT

- prescription drug plan, dental, vision, or weekly income benefits.
- gg. Liability or obligations assumed by Named Member under any contract or service agreement other than the Plan;
- hh. Expenses for services or supplies which are in violation of any law;
- ii. Expenses for services or supplies billed above the Reasonable and Customary Charges for the area where provided, or which are greater than the Plan benefits;
- jj. Expenses resulting from or caused by war, whether declared or undeclared, civil war, invasion, hostilities, riot, or resistance to armed aggression;
- kk. Expenses for the care and treatment of accidental bodily injury or sickness that arise from work or profit, including self-employment;
- ll. Any amount used to satisfy deductibles or coinsurance amounts under the Plan;
- mm. Expenses or costs resulting from noncontractual damages, court costs and legal fees, including but not limited to compensatory, exemplary and punitive damages, fines or statutory penalties;
- nn. Payments recoverable through Named Member Plans Coordination of Benefits or similar provision;
- oo. Expenses incurred by an employee or dependent of an employee of the Named Member unless he/she is also an Eligible Inmate
- pp. Legal expenses and fees including legal expenses and fees incurred on behalf of any Eligible Inmate in obtaining medical treatment or expenses incurred in connection with a judgment or settlement arising out of Named Member's negligence in providing, arranging, or failing to provide or arrange a benefit to an Eligible Inmate;
- qq. Payments Named Member make under Named Member Plan for services and supplies which are not included in Named Member Plan or which are outside the requirements of this Endorsement;
- rr. Expenses incurred after the Named Member is no longer a GIRMA member or expenses incurred after the date of such termination of this endorsement;

10. ADMINISTRATION OF CLAIMS

GIRMA shall undertake at all times to employ the services of an Third-Party Administrator, who shall:

- a. supervise the administration and adjustment of all claims and verify the accuracy and computation of all claims; and
- b. maintain accurate records of all claims payments.

The Named Member's Specific Attachment Amount, the Specific Lifetime Maximum Amount, and the Aggregate Annual Maximum Amount will be calculated and applied inclusive of processing fees payable to the Third-Party Administrator per its agreement with GIRMA.

Claims and Proceedings Against Named Member

The Named Member shall be responsible for costs and expenses for the investigations, settlement and defenses of any claims made or suit brought or proceedings instituted against the Named Member.

11. CONDITIONS

Medicare Benefits

With respect to Eligible Inmates who are eligible for coverage under Medicare, any amount otherwise payable under this Endorsement for an Eligible Expense shall be reduced by the amount of any Medicare benefit paid or payable with respect to said Eligible Expense.

GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY
COMBINED AUTOMOBILE, CRIME, LIABILITY AND PROPERTY COVERAGES
MEMBER COVERAGE AGREEMENT

Liability for Reimbursement

GIRMA shall not be liable under this Endorsement to directly reimburse any Eligible Inmates or provider of professional or medical services for any benefits that Named Member has agreed to provide under the terms of the Plan. GIRMA's sole liability is to Named Member, in accordance with the terms of this Endorsement. Named Member may not assign any benefits to anyone or providers of services.

Notice of Claim

Named Member will give written notice of claim to GIRMA within 30 days of the date Named Member becomes aware of a claim that may be covered by this Endorsement.

Named Member's failure to furnish written notice within 30 days will not invalidate or reduce any claim if it was not reasonably possible to provide written notice within such time. However, written notice shall be furnished as soon as possible, but in no event later than one year after the date written notice is first required.

Proof of Loss

Written proof of loss shall be submitted within 60 days after the date of loss. Late proof will be accepted only if it is shown to have been furnished as soon as reasonably possible and within one year of the date of loss.

Payment of Claims

Amounts payable under this Endorsement will be paid upon receipt and acceptance by GIRMA of all the required material. Required material shall include proof of loss and proof of payment for eligible Expenses under the Plan and any reasonably requested supporting documentation. GIRMA will have sole authority to pay or deny claims under this Endorsement.

Recoveries/Subrogation

If Named Member has a claim or right to recover damages or costs from any third party or parties for benefits payable under this Plan, GIRMA shall have a right of recovery as may be permitted by applicable law. GIRMA's right of subrogation shall be limited to the recovery of any benefit expenses Paid or Incurred pertaining to covered items under the Plan. Money received for future medical care or pain and suffering may not be recovered. GIRMA's right of recovery may include compromise settlements. Named Member shall inform GIRMA of any legal action or settlement agreement at least ten days prior to settlement or trial. Named Member shall cooperate in all respects with GIRMA in enforcement of any rights against third parties, which cooperation shall be a condition of coverage.

Assignment

Named Member may not assign any rights under this Endorsement.

Parties To This Endorsement

Named Member and GIRMA are the only parties to this Endorsement. GIRMA's sole liability under this Endorsement is to Named Member. This Endorsement does not create any right or legal relation between GIRMA and an Eligible Inmate.

GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY
COMBINED AUTOMOBILE, CRIME, LIABILITY AND PROPERTY COVERAGES
MEMBER COVERAGE AGREEMENT

CONTINGENT REVENUE INTERRUPTION ENDORSEMENT

The following is added as an Additional Coverage Agreement:

Notwithstanding anything to the contrary contained in the Coverage Agreement to which this Endorsement is attached, but subject to all exclusions contained in the Coverage Agreement, GIRMA will pay for losses resulting directly from necessary interruption of "Revenue" collected by or due the Member caused by direct physical damage or destruction to property within the territorial limits of the Named Member which is not owned or operated by the Named Member and which wholly or partially prevents the generation of revenue for the account of the Member arising out of an Occurrence.

In the event of such damage or destruction, GIRMA shall be liable, with limitations as indicated, if the following conditions are met:

1. The Total Revenue is reduced to less than 97.5% of the Members' anticipated revenue had no loss occurred as reflected in the Member Budget; and
2. GIRMA shall be liable for the actual loss sustained for only the length of time as would be required with exercise of due diligence and dispatch to rebuild, replace or repair the contributing property commencing with the date of damage to the contributing property, but not limited by the expiration date of this Coverage Document subject to a maximum period of 365 day from the date of loss.

LIMITS

Such loss recovery after deductible shall be limited to USD \$100,000 per Occurrence.

DEDUCTIBLE

Each loss or series of losses arising out of one Occurrence shall be adjusted separately and from the aggregated amount of all such losses, 2.50% shall be deducted subject to a maximum deductible of \$50,000.

DEFINITION

"Revenue" means the amount of taxes, fees, and similar receipts less grants that supports the Member Budget as filed with GIRMA at the beginning of the Coverage Agreement Period that is derived from tangible physical property which if damaged or destroyed would result in a loss to the Member.

"Member Budget" means the Annual Operating Budget provided annually by the Member to GIRMA and approved by GIRMA.

GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY
COMBINED AUTOMOBILE, CRIME, LIABILITY AND PROPERTY COVERAGES
MEMBER COVERAGE AGREEMENT

VACANT REAL PROPERTY ENDORSEMENT

This endorsement modifies coverage provided under the PROPERTY COVERAGE SECTION, Item I. COVERAGE SUMMARY, Section D. VALUATION 1. Real and Personal Property is deleted in its entirety and replaced with the following:

1. Real and Personal Property

Real and personal property coverage is provided on a replacement cost basis (meaning no deduction for depreciation) except real property that is vacant at the time of loss. Coverage for real property, whether intended for occupancy by owner or tenant, that is vacant or unoccupied for more than 60 consecutive days immediately before the loss is covered on an actual cash value basis.

GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY
COMBINED AUTOMOBILE, CRIME, LIABILITY AND PROPERTY COVERAGES
MEMBER COVERAGE AGREEMENT

INFLATABLE AMUSEMENT DEVICE ENDORSEMENT

This endorsement modifies the MEMBER COVERAGE AGREEMENT as follows:

The specific coverage excluded under exclusion 16 of Casualty Coverage Section I (General Liability and Law Enforcement Liability) is reinstated on a limited basis, subject to a limit of \$100,000 per Occurrence. Amounts paid on behalf of the Member under this Endorsement are chargeable against the applicable Deductible and Limits of Liability.

GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY
COMBINED AUTOMOBILE, CRIME, LIABILITY AND PROPERTY COVERAGES
MEMBER COVERAGE AGREEMENT

CRISIS MANAGEMENT COVERAGE ENDORSEMENT

A. COVERAGE AGREEMENT

This endorsement modifies the terms of the GIRMA Member Coverage Agreement as follows:

GIRMA hereby agrees, subject to an annual aggregate limit of \$50,000 and subject to the definitions, conditions, and limitations hereof, to pay on behalf of the Named Member reasonable and necessary "Crisis Management Expenses" incurred for any "Crisis Event" happening during the Coverage Agreement Period and "Workplace Violence Counseling Expenses" for any "Workplace Violence Event" happening at any premises of the Named Member during the Coverage Agreement Period and incurred for the emotional counseling of any Member.

B. COVERAGE LIMITS

1. The coverage limit described above is in addition to the applicable coverage limits provided under the GENERAL COVERAGE DECLARATIONS, II. COVERAGE SUMMARY.
2. The coverage aggregate limit described above is the most GIRMA will pay for the coverage to which this Endorsement applies for Crisis Events and Workplace Violence Events occurring during any one Coverage Agreement Period, regardless of the number of Members, "Crisis Events," or "Workplace Violence Events."

Rev 5/21

C. DEFINITIONS

The following definitions that apply to this endorsement replace any similar definitions in the Member Coverage Agreement.

1. CRISIS EVENT

"Crisis Event" means an emergency situation, which results in, or for which, or there is imminent risk of significant adverse news media coverage about the Named Member, and from which a covered claim for Money Damages under the MEMBER COVERAGE AGREEMENT may arise, including, but not limited to:

- a. Intentional acts, such as arson, a bombing, the taking of hostages, a mass shooting, or terrorism;
- b. A police shooting, other use of force event, or high-speed pursuit involving death or serious bodily harm to a suspect, member of the public, or employee of the Named Member;
- c. Collapse of a building, structure or equipment;
- d. An automobile, watercraft, or aircraft accident involving death or serious bodily harm to a member of the public or employee of the Named Member;
- e. Spread of food-borne illness; or
- f. An explosion.

All related acts committed by one or more individuals shall be considered one "Crisis Event."

2. CRISIS MANAGEMENT EXPENSES

"Crisis Management Expenses" means those expenses incurred for services provided by a "Crisis Management Firm." However, this shall not include compensation, fees, benefits, overhead, charges, or expenses of any Member, nor any expenses that are payable on the Named Member's behalf or reimbursable to the Named Member under any other valid and collectible insurance. This also shall not include legal fees

GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY
COMBINED AUTOMOBILE, CRIME, LIABILITY AND PROPERTY COVERAGES
MEMBER COVERAGE AGREEMENT

and expenses incurred by the Named Member for legal advice or services sought in anticipation of, or upon actual receipt of, a claim alleging liability arising out of a "Crisis Event."

3. CRISIS MANAGEMENT FIRM

"Crisis Management Firm" means any independent qualified service provider hired by the Named Member that has been approved in advance, or consented to, by GIRMA. GIRMA's consent will not be unreasonably withheld.

4. WORKPLACE VIOLENCE EVENT

"Workplace Violence Event" means any intentional use of or threat to use deadly force by any person, with intent to cause harm, that results in bodily injury sustained by any Member or other person while on the premises of the Named Member.

5. WORKPLACE VIOLENCE COUNSELING EXPENSES

"Workplace Violence Counseling Expenses" means the cost of hiring an independent professional counseling firm to provide counseling services to any Member.

D. CONDITIONS

The following conditions applicable to this endorsement replace any similar conditions in the Coverage Agreement to the contrary:

1. The Member must notify GIRMA by telephone as soon as practicable, but no later than forty-eight (48) hours, of a "Crisis Event" or "Workplace Violence Event" that may result in "Crisis Management Expenses" and/or "Workplace Violence Counseling Expenses."
2. The Member must provide written notice, as soon as practicable, but no later than ninety (90) days after the "Crisis Event" or "Workplace Violence Event" began. To the extent possible, this written notice should include:
 - a. How, when, and where the event took place;
 - b. Names and addresses of affected individuals and witnesses; and
 - c. The nature and location of any injury or damage arising out of the event.
3. The coverage provided by this endorsement shall be secondary to the Named Member's employee assistance program or other employee benefit program that provides crisis intervention services.

GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY
COMBINED AUTOMOBILE, CRIME, LIABILITY AND PROPERTY COVERAGES
MEMBER COVERAGE AGREEMENT

SOCIAL ENGINEERING FRAUD ENDORSEMENT

Deductible	\$2,500
Annual Aggregate Limit	\$25,000

The MEMBER COVERAGE AGREEMENT is amended as follows:

CRIME COVERAGE SECTION I. COVERAGE AGREEMENTS is amended to add the following:

- E. **SOCIAL ENGINEERING FRAUD**
GIRMA agrees subject to the limitations, terms and conditions of the Coverage Agreement, to indemnify the Named Member for all loss caused by reason of Social Engineering Fraud occurring during the Coverage Agreement Period exceeding the per Occurrence deductible stated above. The liability of GIRMA under this Endorsement shall not exceed the annual aggregate limit stated above.

CRIME COVERAGE SECTION II. EXCLUSIONS Section A is deleted and replaced with the following:

- A. With respect solely to the Crime Coverage Section I.B. (p43), I.C. (p43), I.D. (p44) and I.E., coverage shall not apply:
1. to any fraudulent, dishonest, or criminal act committed by an Employee or leased worker of the Named Member, whether acting alone or in collusion with others;
 2. to forgery committed by one or more Employees as defined under Crime Coverage Section IV.A.1.
 3. accounting or arithmetical errors or omissions;
 4. to the giving or surrendering of property in exchange or purchase;
 5. to the Named Member, or anyone acting on the Named Member's express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any property, except as provided under I.E. Social Engineering Fraud; or
 6. arising out of, based upon or attributable to any fraudulent, dishonest or criminal or malicious acts of any person or entity who had authorized access to the authentication information of a customer, client or vendor of the Named Member.

CRIME COVERAGE SECTION III. CONDITIONS is amended the add the following:

- D. With respect to Crime Section I.E. of the Coverage Agreement:
1. Coverage under I.E. Social Engineering Fraud shall apply only if the Member verifies the instruction to debit a Transfer Account by following a pre-arranged callback or other established procedural method to authenticate the validity of the request prior to action upon any transfer instruction.

CRIME COVERAGE SECTION DEFINITIONS is amended to add the following:

7. **FINANCIAL INSTITUTION**
The term "Financial Institution" wherever used herein means a banking, savings or thrift institution, or a stockbroker, mutual fund, liquid assets fund or similar investment institution.
8. **FUNDS**
The term "Funds" wherever used herein means a credit balance in a Transfer Account.
9. **SOCIAL ENGINEERING FRAUD**
The term "Social Engineering Fraud" wherever herein used means:
 - a. Fraudulent electronic, telegraphic, cable, teletype or telephone instructions issued to a Member directing such Member to debit a Transfer Account and to transfer, pay or deliver Funds from such Transfer Account through instructions which have been transmitted by someone purporting to be an authorized employee or outsourced provider of the Named Member, but were in fact fraudulently

GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY
COMBINED AUTOMOBILE, CRIME, LIABILITY AND PROPERTY COVERAGES
MEMBER COVERAGE AGREEMENT

transmitted by someone who is proven not an authorized employee or outsourced provider of the Named Member without the Member's knowledge or consent.

- b. Fraudulent written instructions (other than those covered under B. Depositor's Forgery) issued to a Member directing such Member to debit a Transfer Account and to transfer, pay or deliver Funds from such Transfer Account by use of an electronic funds transfer system at specified intervals or under specified conditions which instructions have been transmitted by someone purporting to be an authorized employee or outsourced provider of the Named Member, but were in fact fraudulently transmitted by someone who is proven not an authorized employee or outsourced provider of the Named Member without the Member's knowledge or consent.

10. **TRANSFER ACCOUNT**

The term "Transfer Account" wherever used herein means an account maintained by the Named Member at a Financial Institution from which the Named Member can initiate the transfer, payment or delivery of Funds by means of electronics, telegraphic, cable, teletype, facsimile or telephone instructions communicated directly through any electronic funds transfer system or by means of written instructions (other than those covered under B. Depositor's Forgery) establishing the conditions under which such transfers are to be initiated by such Financial Institution through an electronic funds transfer system.

GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY
COMBINED AUTOMOBILE, CRIME, LIABILITY AND PROPERTY COVERAGES
MEMBER COVERAGE AGREEMENT

ELECTRONIC DATA ENDORSEMENT

1. Electronic Data Exclusion

Notwithstanding any provision to the contrary within the Coverage Agreement or any endorsement thereto, it is understood and agreed as follows:

- a) The Coverage Agreement does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

ELECTRONIC DATA means facts, concepts and information converted to a form useable for 5 communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorized instructions or code including a set of maliciously introduced unauthorized instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to Trojan Horses', 'worms' and 'time or logic bombs'.

- b) However, in the event that a peril listed below results from any of the matters described in paragraph a) above, this Coverage Agreement, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the Coverage Agreement Period to ELECTRONIC DATA directly caused by such listed peril.

Listed Perils

Fire
Explosion

2. Electronic Data Processing Media Valuation

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

Should electronic data processing media insured by this Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost to repair, replace or restore such media to the condition that existed immediately prior to such loss or damage, including the cost of reproducing any ELECTRONIC DATA contained thereon, providing such media is repaired, replaced or restored. Such cost of reproduction shall include all reasonable and necessary amounts, not to exceed USD 500,000 any one loss, incurred by the Assured in recreating, gathering and assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However, this Policy does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Assured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY
COMBINED AUTOMOBILE, CRIME, LIABILITY AND PROPERTY COVERAGES
MEMBER COVERAGE AGREEMENT

TERRORISM AND SABOTAGE ENDORSEMENT

This endorsement modifies the MEMBER COVERAGE AGREEMENT as follows:

GENERAL COVERAGE EXCLUSIONS I. GENERAL COVERAGE EXCLUSIONS APPLICABLE TO THE ENTIRE COVERAGE AGREEMENT, p3, item C is deleted and replaced with the following:

C. WAR CLAUSE

This Coverage Agreement does not cover any loss, damage, liability or expense arising out of War, whether or not declared, or any act or condition incident to War. The term "War" includes, but is not limited to, invasion, acts of foreign enemies, hostilities or warlike operations, civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military, or usurped power. The term "War" shall not include an Act of Terrorism or an Act of Sabotage.

For purpose of this Coverage Agreement, an "Act of Terrorism" means either a certified or non-certified act, including the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s), committed for political, religious or ideological purposes including the intention to influence any government and/or put the public in fear for such purposes.

An Act of Terrorism shall also include any act which is certified by the United States Government by the United States Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Act of 2002, and as amended under the Terrorism Risk Insurance Program Reauthorization Act of 2019, and/or any act within Great Britain which is certified by Her Majesty's Treasury in accordance with the Reinsurance (Acts of Terrorism) Act of 1993, as amended.

For the purposes of this Coverage Agreement, an "Act of Sabotage" means a subversive act or series of such acts committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY
COMBINED AUTOMOBILE, CRIME, LIABILITY AND PROPERTY COVERAGES
MEMBER COVERAGE AGREEMENT

SCHEDULE OF AUTHORITIES, BOARDS AND COMMISSIONS

The following schedule provided by the Named Member includes any Authority, Board, or Commission of the Named Member for which the Named Member exercises direction and control. For purposes of this subsection of the General Coverage Declarations Section VII.D, "direction and control" shall exist when the following elements are all present:

1. the power of the Named Member, or members of its governing body, to appoint and remove (including by failure to reappoint) a majority of the directors;
2. provision of a significant portion of operational funding on an annual basis by the Named Member; and
3. service by Named Member as custodian or trustee for all monies and property, or the power to disapprove any proposed issue of revenue bonds, notes or other obligations, of the Authority, Board, or Commission, if any.

Name	GOE
-------------	------------