

# Application Form

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## *Organization Information*

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If you would like to complete this application in Word first and copy your answers over later, use the following link: [Download Application](#)

The evaluation rubric that will be used to score your request is now available here: [Download Rubric](#)

Please pay attention to character limits while working on your draft. These limits include spaces.

### Organization Name\*

Early Learning Coalition of Pinellas

### Proposal Name\*

Please choose a short name to identify this project within the grant portal:

Mobile Family Resource Center

### EIN\*

59-3726679

### Incorporation Year\*

What year did your organization incorporate? This will be the year listed on your determination letter from the Internal Revenue Service.

2000

### Organizational Mission Statement\*

What is your organization's mission statement? This should be no longer than one or two sentences.

Revolutionize early learning to inspire children, engage families, and elevate educators

### Unique Entity ID (SAM)

Please provide your organization's Unique Entity ID number. This is a specific number used by the federal government to identify your organization. **This is different from a DUNS number, which the federal government no longer uses.**

If you do not have a Unique Entity ID number, you can create an account on [SAM.gov](#) and apply for one here (it is

free and may take 3-4 days for approval): <https://sam.gov/content/home>

This field is optional as to not stop a qualifying organization from applying. **However**, a Unique Entity ID number will be required if your organization is approved for a grant. Your organization should apply for a number now if it does not yet have one.

Character Limit: 12

ZDNFZVC6LCB7

### Annual Operating Budget Size\*

Please provide the amount of your annual operating budget, (expenditures only) for your entire organization.

\$103,283,249.00

### Amount Requested\*

The maximum grant amount is \$199,999.

\$112,320.00

### Parent Non-Profit/Subsidiaries\*

If your organization has a parent non-profit that has multiple subsidiaries, will multiple subsidiaries be applying in this process?

#### Example

Better Tomorrow is the parent non-profit of three organizations. Two of those organizations want to apply in this process. Both would select "Yes" on this question.

No

## *Request Specifics*

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### Organization Programmatic Background\*

Please describe the programming your organization offers to the community and the length of time it has been doing so. What does your organization **do** and **how long** has it been doing it?

The Early Learning Coalition (ELC) is a private, nonprofit corporation that connects families with affordable and accessible early education and school-age programs to ensure young children have the necessary tools and resources to succeed in school and life. Understanding that a parent is a child's first teacher, ELC's Child Care Resource and Referral (CCR&R) program is a free resource created in May 2000 to assist families in finding high-quality care specific to the household's needs. We provide developmental screenings that are conducted and interpreted by ELC's Screening and Intervention Services Department, help parents detect possible areas of concern, and identify children who may benefit from Supportive Intervention Services (SIS) or other resources or referrals. For families in need of financial support, ELC's School Readiness (SR) Program

offers partial scholarships to working families with young children aged from birth to 12 years old requiring affordable options for high-quality child care. SR funding pays a portion of childcare costs based on the family's income and risk factors. Created in August 2005, Florida's Voluntary Prekindergarten (VPK) is a free program to help 4 and 5-year-olds prepare for kindergarten and build the foundation for their educational success.

## Community Need\*

Please describe the community need that exists for your programming. If you are able to cite quantitative, local data, that will strengthen your proposal.

The COVID-19 pandemic has had a significant impact on families searching for high-quality care. Pinellas County's early learning success rates remain strong, with 73% of children finishing the Voluntary Prekindergarten (VPK) program ready for kindergarten. However, approximately 15% fewer families are enrolling in early learning programs than before the pandemic, with access to care listed as the primary barrier for many families we serve.

Families can apply and enroll for Voluntary Prekindergarten (VPK) or School Readiness (SR) programs online. Even with 24-hour access to the online portal, there are still significant obstacles to reaching families for enrollment. The enrollment process can be cumbersome to many families with technology, language, and literacy challenges. Low-income families still access technology at a much lower rate than higher-income families, with only 6% having computers at home, and 53% with access to broadband internet, in contrast to 80% of families with incomes above \$30,000. The lack of access to high-tech communication resources in the household has become a growing issue, especially during the pandemic, in reaching families who struggle financially and remain isolated due to language and literacy barriers.

A lack of child care impacts a parent's financial stability and affects early childhood development. Access to care is a top barrier, especially for women returning from the workforce. Nearly 1 in 3 parents in Florida said that without child care or preschool, they are concerned that their children are missing out on critical learning opportunities in their early years, according to COVIDRelief.org.

Before the COVID-19 pandemic, the CCR&R Community Outreach Team would meet with families at partnering agencies to assist with resources and enrollment in north, mid and south county weekly. Unfortunately, we have been unable to meet with families due to long-term health and safety guidelines at partnering agencies.

## Negative Economic Impact on Organization\*

**The following question is the keystone of a strong application in this process. If your organization cannot demonstrate a negative economic impact from the pandemic, your application will not qualify for committee review. If you are uncertain about what constitutes negative economic impact or how to demonstrate it, please contact PCF staff for technical assistance.**

Describe your organization's negative economic impact arising from the COVID-19 pandemic. Examples could include:

- A reduction in revenue from 2019 to 2020
- Inflationary pressures
- Increases in demand for services that have not been compensated for through new revenue
- The use of reserves for unbudgeted expenses since the onset of the pandemic, and such use of reserves has prevented the purchase of capital assets

- A need for capital assets to offset community need for which your organization does not have the resources to purchase due to the negative economic harm from the pandemic
- A need for additional capital assets to adapt operations to accommodate health and safety guidelines by the CDC
- Growth in restricted pandemic-related revenue that does not permit capital asset acquisition

**You have the option to upload supporting documentation regarding negative economic impact. However, please limit your upload to no more than five pages.**

**Note: If you are applying for both a Small Purchase and Large Project, you may reuse the answer for this question PROVIDED THAT the negative economic impact is relevant to both requests. The Large Project Letter of Intent does not permit uploads to support the answer to this question.**

ELC ALL Funding Race and Ethnicity 21-22 Enrollment numbers.pdf

Inflationary pressures: COVID-19 business closures and inflation severely impacted many working families who were already struggling to maintain due to childcare costs, transportation challenges, and high cost of living. It has forced many working families into a different socio-economic status. The changes in the number of families residing in a single household, along with added economic and technology barriers have had a negative impact on ELC's VPK and SR enrollment. Approximately 10% fewer families are enrolling in early learning programs than before the pandemic, with transportation and access to wifi, and other easy-to-use technological devices as the main reasons for declines. The negative economic impact on ELC is reduced enrollment. This limits our ability to draw down (CRSSA, SR, and ARPA) funding to invest in quality and support program implementation.

A need for capital assets to offset community needs for which your organization does not have the resources to purchase due to the negative economic harm from the pandemic. Low enrollment in School Readiness and VPK programs is due to a lack of awareness and barriers to enrollment. A Mobile Family Resource Center will expand recruitment and registration opportunities, thus increasing enrollment. Pinellas County is, therefore, unable to benefit from these additional funds.

Growth in restricted pandemic-related revenue that does not permit capital asset acquisition. Under the CARES Act, CRRSA Grants, \$13,260,242 were awarded to 688 childcare providers and \$3,786,000 from Pinellas County in the 2020/21 fiscal year. In addition, we received an additional \$6 million of ARPA funds, which would allow us to serve a total of 6,834 children. However, we are currently only serving 5,557 children, leaving the funding of 1,250 children unable to be utilized.

## Proposal Description\*

The American Rescue Plan Act requires a request that is reasonable and proportional to the level of economic impact your organization experienced. This means the request you describe below should not be greater than the economic harm your organization has suffered.

Please describe your purchase proposal and address the following:

- What will you be purchasing with these funds?
- What is the estimated lifespan of the purchase/improvement?
- How does it address the negative economic harm you described in the previous question?

What will you be purchasing with these funds?



ELC plans to purchase a van with a vehicle wrapped with information, the location of ELC sites, and contact information.

What is the estimated lifespan of the purchase/improvement?  
10+ years

How does it address the negative economic harm you described in the previous question?

The Mobile Family Resource Center option would also allow us to reach families where they are! The Mobile Family Resource Center will allow us to increase our enrollment access for families with technology and transportation barriers. The Mobile Family Resource Center will also include educational resources to support families in need of at-home support, and recruitment materials for those interested in early childhood education careers. COVID-19 further exacerbated the already growing number of families in isolated and impoverished areas, the 'Mobile Family Resource Center' proposal will help break through the disparity barriers of access by bringing the resources to the families where they exist with a laser focus on the QCT zones in Pinellas county.

Van Activities (examples)

Mobile activities for children (Science, Math, Storytime...)

Tech support for providers - laptop and hotspot, portable scanner... to assist providers with portal actions - specifically helpful during APU and Contracting periods

Activity packets (Early Literacy/Math) for parent/child activities to take home?

Literacy- book giveaways

## Guiding Principles - Client Impact\*

The American Rescue Plan Act, which provides the funding for this grant program, aims to ensure an equitable recovery from the COVID-19 pandemic. The term "equity" is defined as:

The consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment, such as Black, Latino, and Indigenous and Native American persons, Asian Americans and Pacific Islanders and other persons of color; members of religious minorities; lesbian, gay, bisexual, transgender, and queer (LGBTQ+) persons; persons with disabilities; persons who live in rural areas; and persons otherwise adversely affected by persistent poverty or inequality.

One of the guiding principles of this fund is that it will apply a lens of equity to ensure the needs of specified priority populations are met.

**Will this purchase benefit the community members defined above that have experienced disproportionate negative impacts from the COVID-19 pandemic? If so, how?**

Yes, our Mobile Family Resource Center will enable us to reach Black, Latino, Indigenous, and Native American persons, Asian Americans and Pacific Islanders, and other persons of color; members of religious minorities; lesbian, gay, bisexual, transgender, and queer (LGBTQ+) persons; persons with disabilities to provide resources to people affected by persistent poverty or inequality and unable to access our various locations or online resources. The Mobile Resource Center will bring services to the communities with disparity barriers of access that COVID-19 further exacerbated.

## Number Served\*

How many people will directly benefit from this capital purchase annually?

3500

## Unduplicated vs. Duplicated\*

Is the number indicated above duplicated or unduplicated?

**Duplicated:** A client is counted each time they access services

**Unduplicated:** A client is counted once, regardless of the number of times they access services

**Example:** ABC Food Bank operates two mobile food pantries, one in Clearwater and one in St. Petersburg. Taylor, a Pinellas County resident, goes to both food pantries. If ABC Food Bank counts Taylor's visit TWICE, it is **duplicated**. If ABC Food Bank counts Taylor's visit ONCE, it is **unduplicated**.

Other (Explanation Required Below)

## Other (Explanation Required)

If you selected "Other" in the previous question, please explain how your organization determined the number of clients that will benefit from the proposed capital purchase.

ELC served 16,228 children during the 2021/22 program. The Mobile Family Resource Center, will significantly increase the ELC's ability to provide a venue for them to access services within their community, targeting families residing in the QCT zones. This will increase the number of children that the coalition will be able to reach.

The American Rescue Plan Act (ARPA) prioritizes organizations that either have headquarters or carry out the majority of their operations inside Qualified Census Tracts (QCTs). QCTs are a standard method of identifying communities with a large proportion of low-income residents. The U.S. Department of Housing and Urban Development determines what areas qualify as QCT.

To assess if your organization serves or is headquartered in a QCT, use the following link:

[https://www.huduser.gov/portal/sadda/sadda\\_qct.html](https://www.huduser.gov/portal/sadda/sadda_qct.html)

In the top right-hand corner, choose the state of Florida and Pinellas County. Then on the left-hand side of the screen, click the box next to "Color QCT Qualified Tracts." The QCT zones are denoted in purple. You can also map your address by adding it into the address box at the top to see if your location is inside the zones.

Below, please provide the location of your operations and the location of your headquarters, if different.

### Headquarters Location\*

Please provide your organization's headquarters address as it appears on your Sunbiz account. To check your Sunbiz registration, you may search here: <https://dos.myflorida.com/sunbiz/search/>  
2536 Countryside Blvd - STE 500 Clearwater, FL 33763

### QCT Determination - Headquarters\*

Is this organization headquartered in a QCT?

No

## Purchase Location\*

Where will the majority of the activities related to the purchase(s) take place?

### Examples

- If you are proposing the purchase of a van that will deliver to multiple areas within Pinellas County, specifically mention what areas those are.
- If your purchase enables remote access to your services, such as telehealth, provide geographical data around where the majority of your clients reside (presuming they will access your services from their residence).

The Mobile Family Resource Center will be available to families throughout Pinellas County. We will be represented in all communities and all zip code area locations weekly. Our area of focus will be within QCT specified zones such as Tarpon Springs, Rainbow Village/GRAYDI Ridgecrest area, Clearwater, South St. Petersburg, and the High Point area in Clearwater.

## QCT Determination - Purchase\*

Does this organization's proposed purchase benefit residents of QCTs?

No

## Community Connection

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This section aims to capture general demographic data about your organization and to see how you engage with and represent the community you serve. PCF has generalized the demographic data questions more than it has in other processes because of the public nature of this process. PCF understands that identity disclosure can be a sensitive matter, and wants to respect your organization's board and staff. If your organization feels comfortable sharing more detailed demographic information, it may do so in the "Community Representation and Connection" section.

## Community Representation and Connection\*

Describe how your organization is representative of, or has authentic connections to, the community your proposal seeks to serve. You can list other community-based organizations that work on programming with you and/or list examples of your work within this community.

The Early Learning Coalition has a deep connection to the families and child care providers we support. We work alongside families and early learning educators to adopt innovative solutions to meet the needs of our community. ELC regularly conducts focus group discussions with parents and surveys for child care providers to drive future goals for success. Our agency has an extremely diverse staff and are intentional with the men and women we hire, so they can reflect the community we serve.

ELC staff members serve on a variety of committees in different disciplines according to the specialty areas of their work. The following list below represents local organizations, agencies, and committees we serve on or collaborate with:

Florida Association for Infant Mental Health (FAIMH)  
 Concerned Organization for Quality Education for Black Students (COQEBS)  
 Thrive by Five Pinellas (TB5P)  
 Kinship Collaborative  
 Help Me Grow Program (HMGP)  
 Community Action Stops Abuse (CASA), Child welfare leadership  
 Tampa Bay Association for Black Journalists (TBABJ)  
 Juvenile Welfare Board- Family Services Initiative (JWB-FSI)  
 Family Enrichment Services (FES)  
 Florida Association for the Education of Young Children  
 Florida Grade-Level Reading Campaign  
 Home Instruction for Parents of Preschool Youngsters (HIPPY)  
 Infant Toddler Network  
 Joint Child Care Advisory Committee  
 Pinellas Campaign for Grade-Level Reading  
 Pinellas Chapter of FLAEYC  
 Pinellas Early Educators United Association (PEEUA)  
 Preschool Kindergarten Partnership  
 QCI Touchpoint (United Way Suncoast)  
 SPC ECE Advisory Committee  
 Tampa Bay Breastfeeding Taskforce  
 Pinellas County Schools  
 West Central Early Steps  
 Directions for Living  
 USF St. Petersburg  
 Florida Diagnostic and Learning Resources System (FDLRS)  
 Foundation for Healthy St. Petersburg  
 Healthy Start Coalition  
 St. Petersburg College  
 CareerSource Pinellas  
 Department of Financial Services  
 Hope Villages of America (RCS Pinellas)  
 Pinellas County Dept. of Health  
 211 Tampa Bay Cares

The chart below represents the staff demographics of the ELC of Pinellas:

White - 62%

Black - 22%

Asian - 2%

2 or more - 2%

Hispanic - 12%

Female - 95%

Male - 5%

### Leadership Demographics - Board Membership\*

Do your board members consider themselves a member of one or more of the following populations? Check all that apply.

- BIPOC defined as Black, Latino, and Indigenous and Native American persons, Asian Americans and Pacific Islanders and other persons of color
- LGBTQ+ (Lesbian, Gay, Bisexual, Transgender, Queer+)
- Neurodiverse/physically disabled

BIPOC

LGBTQ+

Neurodiverse/physically disabled

### Leadership Demographics - Executive Level Leadership Team\*

Does your executive leadership team consider themselves a member of one or more of the following populations? Check all that apply.

- BIPOC defined as Black, Latino, and Indigenous and Native American persons, Asian Americans and Pacific Islanders and other persons of color
- LGBTQ+ (Lesbian, Gay, Bisexual, Transgender, Queer+)
- Neurodiverse/physically disabled

If your organization is volunteer-run and does not have an executive leadership team, please select "Not applicable."

BIPOC

### Leadership Demographics - CEO/Executive Director\*

Does your CEO/Executive Director consider themselves a member of one or more of the following populations? Check all that apply.

- BIPOC defined as Black, Latino, and Indigenous and Native American persons, Asian Americans and Pacific Islanders and other persons of color
- LGBTQ+ defined as Lesbian, Gay, Bisexual, Transgender, Queer+
- Neurodiverse/physically disabled

If your organization is volunteer-run and does not have an executive leader, please select "Not applicable."

None of the above

## *Proposal Costs*

### Purchase Estimates/Bids\*

**You must combine all bids/estimates into one file.**

**Attach current verifiable bids, estimates, or price lists [from your potential vendor(s)]. Please ensure there is a date listed or when you obtained these estimates/bids, as they must be from within the past sixty (60) days.**

- If your purchase is **BELOW** \$75,000, you must upload TWO verifiable bids or estimates for the proposed purchases.
- If your purchase is **EQUAL TO** or **MORE THAN** \$75,000, you must upload THREE verifiable bids or estimates for your proposed purchases.

This can be as simple as screenshots from Amazon or Best Buy (though PCF does not endorse or recommend any specific vendor) or may be from specialized vendors that sell your proposed purchase. If you have concerns regarding bids or estimates, please reach out to PCF staff.

ELC Quotes for PCF.pdf

### Sole Source\*

In some cases, a proposed small purchase is only available from a single vendor, and as such, only one bid/estimate can be uploaded. If this is the case for your organization, please explain in the field below. Otherwise, write "N/A" below.

In attempting to obtain 3 quotes for the build-out of the vans, most companies were not willing to quote without either an exact vehicle or details of the interior of the vehicle. 2 vendors required a \$500 meeting to quote the build-out. The two additional companies I contacted with no success were: Bill Pennington Custom Design builds, and High Quality Custom Design. Each of these two vendors explained that the precision of their build-out were unique to the vehicle they worked with.

### Related Parties\*

Are any of the contractors/vendors that have provided bids/estimates a related party to your organization?

#### Examples of Related Parties

- A board member that owns the contracting company that provided a bid
- The relative of a director, officer, or executive team member owns a company that provided an estimate
- The CEO of the applying organization has a financial interest in the construction company providing a bid

**If yes**, identify the vendor and describe the relationship.

**If no**, write "No related parties below."

No related parties below.

## Budget Summary\*

Please use **THIS TEMPLATE** to indicate costs and any cash match your organization may have for the proposed purchases. Note: this spreadsheet will automatically round numbers to make it easier to read for committee members.

Please note that indirect costs are not permitted for small purchases.

If you have additional notes to add to your budget summary, you may do so in the text box below.

Budget-Template-Small-Capital-Purchases (1) (1).xlsx

## Other Funding Sources\*

Please describe any other funding not already mentioned that your organization has applied for or obtained for this purchase.

This includes but is not limited to Community Block Development Grants (CBDG), local government grants (including Tourist Development Council funding), foundation grants, and private donors (you do not need to disclose donor identities but simply indicate the amount raised for this purchase). This includes any matching grants or in-kind contributions you may have obtained.

**Please be sure these other funding sources are represented in the "Applicant Match" column in the budget summary uploaded above.**

This includes but is not limited to Community Block Development Grants (CBDG), local government grants (including Tourist Development Council funding), foundation grants, and private donors (you do not need to disclose donor identities but simply indicate the amount raised for this purchase). This includes any matching grants or in-kind contributions you may have obtained.

The Office of Early Learning will provide the additional funding for ancillary items listed in the budget.

## Changes in Operating Costs\*

Please answer this question based on the descriptions below:

- If this project **increases** ongoing operational costs (programmatic, operating maintenance or other costs), how will you compensate for the difference?
- If this purchase **decreases** ongoing operating costs, how will it do so?
- If this purchase **does not affect** operating costs, please note so below.

Estimated Annual Change in Operating Costs:

Fuel - \$2000

Maintenance Agreement - \$2400

Insurance - \$2100 (will secure policy if awarded grant funds)

Total: \$6500



## *Organization Documentation*

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**Please reach out to PCF staff if you have trouble uploading the files below. We are able to assist with file conversion and file compression.**

### **Organization Budget\***

Please upload your most recent, board-approved organizational budget for this fiscal year. PDF and Excel documents are accepted.

Budget FY 22-23.pdf

### **Board of Directors List\***

Please upload your Board of Directors list.

Excel, Word, and PDF file formats are accepted.

22-23 ELC BOD Member List.docx

### **IRS Form 990\***

Please upload a PDF copy of your most recently submitted IRS Form 990.

**If Form 990 from your most recent fiscal year is delayed or you have received an extension, please explain in the text space below. You may also explain if you don't have a Form 990 due to organization type.** You should still upload the most recent publicly available 990.

If you file a Form 990-EZ and do not have anything to attach, please note so below.

Only PDF files are permitted.

Form 990 - June 30, 2021 (2).pdf

### **Most Recent Financial Statements\***

Upload a PDF version of your most recent financial statements. If you have audited financial statements, please upload the most recently conducted audit. If you do not have a recent audit, please explain why.

ELC Pinellas - 2021 FS.pdf

## *Insurance Requirements*

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### **Evidence of Insurance Coverage\***

Grantees of the ARPA Nonprofit Capital Project Fund will be required to maintain appropriate insurance related to your operations and this purchase. PCF will determine whether this coverage is appropriate.

Please upload evidence of insurance.

**If your organization does not have evidence of insurance coverage, please provide an explanation as to why.**

General Liability 1-24-22 (4).pdf

Stahl Insurance will amend our policy to include the Van with the specifications outlined in the grant application, naming Pinellas Community Foundation as an additional insured.

### **Insurance Requirement\***

**If you are awarded a contract from the ARPA Nonprofit Capital Project Fund, you will be required to list Pinellas Community Foundation as an additional insured through your general liability insurance or other appropriate coverages for the duration of the contract. If you would like to check with your insurance carrier on how to do this, here is the information about PCF you will need:**

Pinellas Community Foundation  
17755 US Highway 19 N  
Suite 150  
Clearwater, FL 33764  
727-531-0058

**Please check the box below to indicate that you understand and will be able to comply with this requirement if you are awarded a contract.**

**PCF will not ask for a certificate naming us as additional insured until the contracting stage.**

Yes, I understand and will comply with this requirement if awarded a contract.

## *Post-Grant Requirements*

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### **Reporting Requirements Acknowledgment\***

Grantees will be required to submit a pre-award agreement within two weeks of receiving an award notice. In addition, grantees will be required to submit a report within 30 days after the purchase is completed.

Financial information justifying all expenditures will also need to be provided. This includes but is not limited to:

- Invoices
- Canceled checks
- Credit card statements, along with a record of paying the credit card.

If you have any questions, please contact Rose Cervantes, ARPA Program Officer at [rcervantes@pinellascf.org](mailto:rcervantes@pinellascf.org).

Yes, I agree to submit this grant agreement and impact report within the specified timeframes.

## *Additional Information*

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### Budget Summary

**NO LONGER USED, REPLACED IN APP WITH UPLOAD FIELD INCLUDED**

**Please use THIS TEMPLATE to indicate costs and any cash match your organization may have for the proposed purchases.**

Please note that indirect costs are not permitted for small purchases.

If you have additional notes to add to your budget summary, you may do so in the text box below.

### Additional Upload

If you have something to share, you can upload it here in PDF format.

### Anything else to share?

Is there anything else that you would like Pinellas Community Foundation to know or other information your organization would like to share that isn't addressed elsewhere in this application?

### Brief Project Descriptor

Please briefly describe this organization's request.

## File Attachment Summary

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### *Applicant File Uploads*

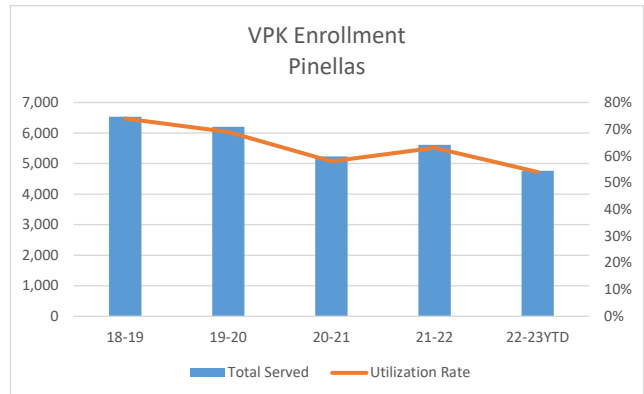
- ELC ALL Funding Race and Ethnicity 21-22 Enrollment numbers.pdf
- ELC Quotes for PCF.pdf
- Budget-Template-Small-Capital-Purchases (1) (1).xlsx
- Budget FY 22-23.pdf
- 22-23 ELC BOD Member List.docx
- Form 990 - June 30, 2021 (2).pdf
- ELC Pinellas - 2021 FS.pdf
- General Liability 1-24-22 (4).pdf

# Annual Report ALL Funding Race and Ethnicity 21-22

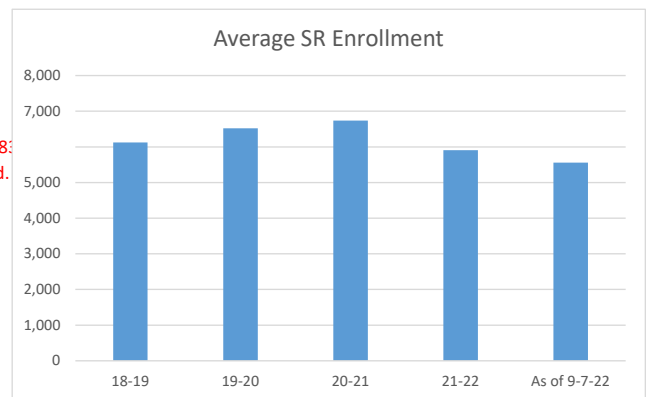
	Hispanic	Hispanic	Non-Hispanic	Non-Hispanic
Child Race 2+	Active Child Count	Family Count	Active Child Count	Family Count
Asian	22	21	264	248
Black	400	296	5,526	3,734
White	1,501	1,269	5,439	4,627
2 or More Races	218	180	1,305	1,055
Prefer not to answer	424	374	345	315
Us Indian/Alaskan, Prefer not to answer				
<b>Grand Total</b>	<b>2,565</b>	<b>2,080</b>	<b>12,879</b>	<b>9,724</b>

Prefer Not to Answer	Prefer Not to Answer	Grand Total	Grand Total
Active Child Count	Family Count	Active Child Count	Family Count
35	35	321	302
281	262	6,207	4,183
498	486	7,438	6,270
114	113	1,637	1,325
653	587	1,422	1,250
1	1	1	1
<b>1,582</b>	<b>1,464</b>	<b>17,026</b>	<b>12,881</b>

VPK Enroll	18-19	19-20	20-21	21-22	22-23YTD
Total Serve	6,537	6,207	5,233	5,613	4,766
Utilization	74%	69%	58%	63%	54%



SR Enrollm	18-19	19-20	20-21	21-22	As of 9-7-22
Average En	6,122	6,518	6,736	5,907	5,557



We just received an additional \$6m of ARPA which would allow us to serve a total of 68:  
 We have funding to serve an additional 1250 children, funding that is not being utilized.

**Demographics**  
 SR Population  
 race

Details Of Bids Received:

Make	Model	Type	Quote
Mercedes Benz	Sprinter 2500	Diesel High Roof: WB Cargo van	\$61,425
Dodge	Ram ProMaster	Gas High Roof: Cargo van	\$60,470
Ford	Transit	Gas High Roof: Cargo van	\$54,000
Ford	Transit	Electric Hi Roof: Cargo	\$60,290
Build Out of Vehicle- All	Source	Description	Quote
Deland, Florida	Custom Coach Creations, Inc.	Mobile Office/Lobby with Installation – 2 additional batteries recommended for AC at \$2600 each	\$40,195 + \$5200 \$45,395
Bradenton, Florida	Windward Coach Works ( Jim Bolinger )	Mobile Office/Lobby with installation	\$97,500
Wrap of Vehicle	Mercedes	Dodge	Ford
Signarama	\$4150	\$3500	\$3500
Affordable Sign and Wraps	\$4500	\$4500	\$4500
Discount Signs and Wraps	\$5000	\$5000	\$5000



Date: 09/07/2022  
 Salesperson: Omar Rodriguez  
 Manager: James Smith

FOR INTERNAL USE ONLY

BUSINESS NAME Early Learning Coalition of Pinellas Home Phone: \_\_\_\_\_  
 CONTACT \_\_\_\_\_

Address : \_\_\_\_\_, \_\_\_\_\_ Work Phone: 727-400-4460

E-Mail : jmastry@slcpinellas.org Cell Phone: \_\_\_\_\_

VEHICLE

Stock # : \_\_\_\_\_ New / Used : **New** VIN : \_\_\_\_\_ Mileage: \_\_\_\_\_

Vehicle : 2023 Mercedes Benz Sprinter 2500 Color : White

Type : High Roof 170" WB Cargo

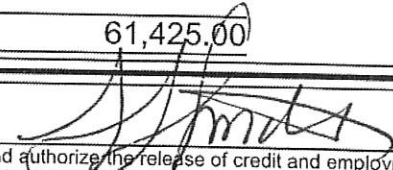
TRADE IN

Payoff : \_\_\_\_\_ VIN : \_\_\_\_\_ Mileage: \_\_\_\_\_

Vehicle : \_\_\_\_\_ Color : \_\_\_\_\_

Type : \_\_\_\_\_

Selling Price	59,808.00
	_____
	_____
	_____
	_____
	_____
	_____
Total Purchase	59,808.00
Doc Fee	999.00
<small>(These charges represent costs &amp; profit to the Dealer for items such as inspecting, cleaning and adjusting new &amp; used vehicles &amp; preparing documents related to the sale and for computerized registration)</small>	
Taxable Fees (Estimated)	116.00
Trade Allowance	_____
Trade Difference	60,923.00
Tax	.00
Non Tax Fees	502.00
Net Price	61,425.00
Trade Payoff	_____
Balance	61,425.00

Customer Approval: \_\_\_\_\_ Management Approval:   
 By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic, verbal and written communications including but not limited to eMail, text messaging, SMS, phone calls and direct mail. For Information Only. This is not an offer or contract for sale.

# Configure Print

## Vehicle Information 2023 M2CA7S

Code	Description	Price
	<b>MODEL: 2023 M2CA7S</b>	\$53,290
9147	Arctic White	
VF6	Artico Man-Made Leather Black	\$66
<b>Package Details</b>		
C00PKG	Comfort Package	\$302
LC4	Comfort overhead control panel	
SE4	Lumbar support, co-driver's seat	
SE5	Lumbar support, driver's seat	
SK0	Comfort head restraint, driver	
SK1	Comfort head restraint, co-driver	
C01PKG	Driver Convenience Package	\$442
E46	12 V power outlet, driver seat base	
F64	Electrically folding exterior mirrors	
FJ1	Hinged lid for storage compartment	
FJ5	Hinged Lid for Storage Compartments left and right	
FZ9	Keys, two additional masters	
JW8	Attention Assist	
C0SPKG	Comfort Package (Seat addition)	\$420
SB1	Comfort driver's seat	
SB2	Comfort passenger seat	
<b>Options Details</b>		
E3M	MBUX Multimedia System with 7 touchscreen	\$523
E46	12 V power outlet, driver seat base	
F61	Interior rear view mirror	\$40
F64	Electrically folding exterior mirrors	
FJ1	Hinged lid for storage compartment	
FJ5	Hinged Lid for Storage Compartments left and right	
FR8	Rear view camera (head unit display)	\$371
FY7	Optional 3-button keys	\$40
FZ9	Keys, two additional masters	
JA7	Blind Spot Assist	\$497
JF1	Rain sensor	\$116
JW8	Attention Assist	
LC4	Comfort overhead control panel	
SB1	Comfort driver's seat	
SB2	Comfort passenger seat	
SE4	Lumbar support, co-driver's seat	
SE5	Lumbar support, driver's seat	
SK0	Comfort head restraint, driver	
SK1	Comfort head restraint, co-driver	
T74	Assist handle, B-pillar	\$35
T75	Door-mounted assist handles, driver & passenger	\$65
T86	Assist handles, right rear door	\$35
VK8	Floor covering, plastic	\$408
W54	Rear doors, opening to side wall	\$397



W73 Bumper step, rear, grey \$206

**TOTAL \$57,253**

**Standard Options**

9147 Arctic White  
AR2 Axle ratio 3.923  
BA3 Active Brake Assist  
BH1 Hold Function  
C6L Multifunction steering wheel  
CL1 Adjustable steering wheel (angle)  
D03 High roof  
D93 Omission bulkhead  
DUP0 MB 3500 XD  
E07 Hill Start Assist  
E1U USB-C socket, 5 V  
E30 Starter battery disconnect  
E3J Pre-installation for switch panel  
E40 Trailer hitch prep. wiring  
ED4 AGM battery 12V 92 AH 850 A  
ED8 Preinstallation PSM  
EK1 Body Builder Connector  
ES0 Jump start terminal  
EW6 Pre-installation: Remote Services Plus  
EY5 Emergency Call System  
EY6 Breakdown management  
F68 Heated & electrically adjustable exterior mirrors  
FF5 Shelf above windshield  
FG8 Cupholder front  
FJ4 Storage compartment underneath cockpit  
G43 Automatic transmission, 9G-tronic  
H21 Windshield with filter band  
HH2 Heater, auxiliary electric hot air  
HH9 Air Condition, Front  
IG4 Standard  
IG5 Basic  
J11 Speedometer, miles and km/h  
J55 Seat belt warning for co-driver seat  
J58 Seat belt reminder driver  
J65 Outside temperature gauge  
JA8 Crosswind Assist  
JH3 Communication module (LTE) for dig. services  
K56 Red diesel filler cap  
K60 Exhaust straight to rear  
KB7 24.5 gallon fuel tank  
KL1 Aux fuel sending unit w/ fuel tap  
KP7 4th generation SCR emission control system  
L65 Interior lights, cargo compartment  
L94 Parking lights deletion  
LA2 Headlight assistant  
LB5 3rd brake light  
M15 Fuel/water separator and lubrication package  
M60 Generator 14 V / 250 A  
M71 Approval, bio-diesel B20  
MH8 SULEV emissions  
MS1 Cruise control  
MU5 Engine OM 654 DE 20 LA 125 kW (170 hp)

MY3Z	Model year 3 NSR1
P47	Front mudflaps
P48	Rear mudflaps
Q11	Longitudinal member reinforcement
R65	Spare wheel bracket below frame
R87	Spare wheel
RD9	Unspecified tire brand
RH8	Tires LT 245/75 R16
RM0	All-season tires
RS3	6.5 J x 16 steel wheels
RY2	Tire pressure monitoring lamp
S22	Armrest for driver's seat
S25	Armrest for front passenger seat
SA5	Front airbag, driver
SA6	Front airbag, passenger
SH1	Thorax-pelvis sidebag, driver
SH2	Thorax-pelvis sidebag, co-driver
SH9	Airbag, driver/passenger window
T16	Sliding door, passenger side
V94	Cable duct - side wall
V95	Cable duct - rear portal
X64	Plates/booklets in English (US)
XC8	VIN visible from outside
XL2	GVWR 9,050 lbs. / 4.100 Kg
XQ1	VIN-encoded vehicle data with check digit
XY3	Model Year 3
XZ0	Model generation 0
Y43	Jack, hydraulic
Z44	Registration of vehicle not possible in EU
Z4X	Production Charleston
Z5W	Vehicle class Truck
ZU8	USA country version
ZZ4	Brand content Mercedes-Benz North America

\*Pricing is subject to change. Mercedes-Benz reserves the right to make changes without notification.

[Reply](#) [Reply All](#) [Forward](#)

## 2023 Sprinter Cargo Van

James Smith [jsmith@CrownCars.com]

To: Julie Mastry

Cc: Omar Rodriguez [orodriguez@CrownCars.com]

Attachments: (2) Download all attachments

Juliea9d5a362-18bc-42f6-a9~1.pdf (6 KB) [Open as Web Page]; Quote Julie.pdf (224 KB) [Open as Web Page]

Friday, September 02, 2022 2:23 PM

Caution! This message was sent from outside your organization.

[Allow sender](#) | [Block sender](#)

Hi Julie!,

Please see the attached quote and build of a 2023 Sprinter 170" WB Cargo van diesel engine.

Also included below are the dimensions you asked for.

Behind the driver's seat the height is 62"

Behind the driver's seat the width is 70.4"

Behind the driver's seat the length is 173.6"

I hope this is sufficient for your proposal. If you need anything else please contact myself at this email address or phone 727-418-3989.

Jim

[CLICK HERE](#) to read what my customers are saying.

### Jim Smith

*Commercial Fleet Sales Manager*

**727-418-3989**

**8302 US Hwy 19 N**

**Pinellas Park, FL. 33781**

**Serving Florida for over 26 years!**



Mercedes-Benz



### FW: Revised Quote

James Smith [jsmith@CrownCars.com]

**Sent:** Friday, September 02, 2022 4:03 PM

**To:** Julie Mastry

**Attachments:** scan.pdf (223 KB)

Caution! This message was sent from outside your organization.

[Allow sender](#) | [Block sender](#)

Julie,  
 Please see the attached new quote.  
 2 changes.  
 Windows in rear doors added.  
 Factory Destination charge added-(42,295.00).  
 When I was using the new 2023 build site (complete new site only 75% up & running) and I discovered the pricing fields are incomplete IE destination charge that you see on every window sticker of a news vehicle sold in the US. This item missing on the site and I reported it. Sorry hope it did not cause any inconvenience for you. Feel free to contact me with any concerns or questions.  
 Jim  
 727-418-3989

[CLICK HERE](#) to read what my customers are saying.

### Jim Smith

*Commercial Fleet Sales Manager*

*727-418-3989*

*8302 US Hwy 19 N*

*Pinellas Park, FL. 33781*

*Serving Florida for over 26 years!*



Mercedes-Benz



Digitally generated image shown. Actual vehicle may vary. See your dealer for details.



## 2023 E-Transit™ CARGO VAN

### PAINT <sup>S4</sup>

### COLOR

Oxford White | **INCLUDED**

### SUMMARY

**\$60,290**

ESTIMATED NET PRICE <sup>S5</sup>

**\$1,024**

PER MONTH FOR 60 MONTH FINANCE <sup>S6</sup>

Create an Order Explained



**PAINT** <sup>S4</sup>

---

Oxford White \$0

**POWERTRAIN** <sup>S4</sup>

---

Electric Motor \$0

Rear Wheel Drive \$0

Single-Speed Transmission \$0

Electric Axle \$0

**PACKAGES** <sup>S4</sup>

---

Cargo Van \$0

Load Area Protection Package \$450

Digitally generated image shown. Actual vehicle may vary. See your dealer for details.



**EXTERIOR** <sup>S4</sup>

---

16" Steel Wheels with Full Silver Wheel Cover	\$0
235/65R16C 121/119 R BSW All-Season Tires	\$0
Short Arm – Power Adjusting, Manual-Folding	\$0
Glass – Tinted	\$0
Spare Tire and Wheel	\$0
High Resolution Digital Camera	\$0
Roof Marker Lamp Delete	\$0
Fixed Rear Cargo Door Glass	\$235

Digitally generated image shown. Actual vehicle may vary. See your dealer for details.



**INTERIOR** <sup>S4</sup>

---

Dark Palazzo	\$0
Dark Palazzo Gray Vinyl, 2-Way Manual Driver and 2-Way Manual Passenger Seats with Driver Seat Armrest Only	\$0
Floor Covering – Vinyl - Front and Rear	\$0
Rearview Mirror	\$0
SYNC® 4, 12" Multi-Function Display with Connected Built-In Navigation (3-years of service)	\$0

Create an Order Explained

**PRICING SUMMARY**

---

BASE MSRP <sup>S1</sup>	\$57,810
OPTIONS <sup>S4</sup>	+ \$685
ACCESSORIES <sup>S8</sup>	+ \$0



DESTINATION CHARGES <sup>S17</sup>	+ \$1,795
TOTAL MSRP <sup>S16</sup>	= \$60,290
<b>ESTIMATED NET PRICE <sup>S5</sup></b>	<b>= \$60,290</b>
<b>MONTHLY PAYMENT <sup>S6</sup></b>	<b>\$1,024</b>

Finance based on \$6,029 down payment,  
60 month term and 5% APR, \$0 trade-in-value

YOUR ZIP CODE [33701](#)

CLOSEST FORD DEALER  
[AutoNation Ford St. Petersburg](#)  
2.95 miles away  
[\(833\) 299-8163](#)

Your Configuration: 2022 Ford E-Transit E-Transit 350 Long, Cargo Van, 148", High Roof, Single-Speed Transmission, Electric Motor, Electric Axle  
Pricing shown for Zip code 33701 as of September 06, 2022 <sup>S2</sup>

## DISCLOSURES

### Note.

Information is provided on an "as is" basis and could include technical, typographical or other errors. Ford makes no warranties, representations, or guarantees of any kind, express or implied, including but not limited to, accuracy, currency, or completeness, the operation of the Site, the information, materials, content, availability, and products. Ford reserves the right to change product specifications, pricing and equipment at any time without incurring obligations. Your Ford dealer is the best source of the most up-to-date information on Ford vehicles.

**Disclosures through S18 apply to Search Dealer Inventory, Request A Quote, Get An Internet Price, Get A Quote, Let Us Find It For You, Build & Price and Incentives & Offers.**

### S1.

Manufacturer's Suggested Retail Price (also referred to as "MSRP", "Base MSRP", "Base Price" or the "Starting At" price), excludes destination/delivery charge, taxes, title, license, and registration and/or electronic filing fees, dealer fees, and total of options.

For authenticated AXZ Plan customers, the price displayed may represent Plan pricing. Not all AXZ Plan customers will qualify for the Plan pricing shown and not all offers or incentives are available to AXZ Plan customers.

### S2.

Images shown are for information purposes only, and may not necessarily represent the configurable options selected or available on the vehicle. We cannot be responsible for typographical or other errors, including data transmission, display, or software errors, that may appear on the site.

### S3.

Offers shown may not be available to all customers. Incentives lists are examples of offers available at the time of posting and are subject to change and expiration. Not all incentives can be redeemed together. To take advantage of rebates, incentives and/or financing offers you must take new retail delivery from dealer stock by the expiration date noted. Not all

buyers will qualify for Ford Credit financing or other offers. Restrictions apply. See your local dealer for complete details.

S4.

The Option Package price and monthly payment displayed is for illustration purposes, only. Prices and monthly payments may vary based on features included in package, financing terms and availability. Some Options are not available separately. Not all Options or Option Packages are available on all vehicles. See your local dealer for details.

S5.

Estimated Net Price is the Total Manufacturer's Suggested Retail Price ("Total MSRP") minus any available offers and/or incentives. Incentives may vary. Excludes taxes, title, and registration fees. For authenticated AXZ Plan customers, the price displayed may represent Plan pricing. Not all AXZ Plan customers will qualify for the Plan pricing shown and not all offers or incentives are available to AXZ Plan customers.

S6.

The payment estimator will calculate a monthly payment based on the MSRP of the vehicle you have configured, including the dealer-installed accessories. For authenticated AXZ Plan customers, the price displayed may represent Plan pricing. Not all AXZ Plan customers will qualify for the Plan pricing shown. Actual monthly payment is based on a variety of factors, including differing financing or leasing terms, accessory prices and installation costs. Financing payment calculations are estimates only, and are based on amount of down payment, APR and term. Lease payment calculations are estimates only, and are based on an annual mileage calculation determined by your dealer. A charge is assessed for any mileage driven that exceeds this limit. Lessee is responsible for \$395 lease Disposition Fee in select states. Not all buyers will qualify for financing or a lease. Contact your local Ford or Lincoln Dealer for details.

S7.

While dealer inventory is generally updated on a daily basis, there are no guarantees that the inventory shown will be available at the dealership. Mid-model-year manufacturing changes, as well as dealer-added accessories on the actual vehicle may differ from the options and features listed. Vehicles that are identified as 'Exact Matches' may have a different price or different features not represented on the site. We make every effort to provide you with the most accurate, up-to-date information, however, only your local Ford dealer can provide you with information regarding actual vehicle availability.

S8.

Dealer Accessories are defined as items that do not appear on the factory window sticker that are installed by a Ford or Lincoln Dealers. Actual Prices for all accessories may vary and depend upon your dealer. Prices DO NOT include installation or painting, which may be required for particular items. Please check with your authorized dealer for complete pricing accuracy for all accessories and parts.

Genuine Ford Accessories will be warranted for whichever provides you the greatest benefit: 12 months or 12,000 miles (whichever occurs first) or the remainder of your Bumper-to-Bumper 3-year/36,000-mile New Vehicles Warranty. Contact your local Ford, Lincoln or Mercury dealer for details and a copy of the limited warranty.

Ford Licensed Accessories (FLA) are warranted by the accessories manufacturer's warranty. Contact your Ford, Lincoln or Mercury Dealer for details regarding the manufacturer's limited warranty and/or a copy of the FLA product limited warranty offered by the accessory manufacturer.

Most Ford Racing Performance Parts are sold with no warranty. Ford Racing Performance Parts are sold "As Is", "With All Faults", "As They Stand" and without any express warranty whatsoever, unless otherwise expressly designated herein. To determine which parts come with a warranty from the original manufacturer, or from Ford Racing, please contact the Ford Racing Techline at (800) FORD788.

S9.

The "Trade-In Value" of your vehicle is an estimate, only, and many factors that cannot be assessed without a physical inspection of the vehicle may affect actual value. For purposes of this website, we use the services of a third-party vendor to provide Trade-In Value calculations. While we believe this information is reliable, we are not responsible for and do not guarantee the accuracy or reliability of the information. Please see your local Ford dealer for information regarding actual trade-in availability and value.

S10.

AXZ Plan pricing, including AXZ Plan option pricing, is exclusively for eligible Ford Motor Company employees, friends and family-members of eligible employees, and Ford Motor Company eligible partners. Restrictions apply. See your Ford or Lincoln dealer for complete details and qualifications. Ford Motor Company reserves the right to modify the terms of AXZ Plan pricing or availability at any time. Some dealers may also chose not to participate in plan pricing Contact your local dealer to determine final pricing.

S11.

EPA estimated city/highway mpg based on base engine/transmission configuration. Actual mileage will vary.

S12.

Towing - Properly equipped.

S13.

For Dealer Ordered vehicles, the vehicle has already been ordered by the dealer and is in the process of being manufactured by the factory. If you are interested in the vehicle marked "Dealer Ordered", contact the dealership for a delivery estimate.

S14.

The "estimated selling price" is for estimation purposes only and the figures presented do not represent an offer that can be accepted by you. See your local dealer for vehicle availability and actual price. The Estimated Selling Price shown is the Base MSRP plus destination charges and total of options, but does not include service contracts, insurance or any outstanding prior credit balance. Does not include tax, title or registration fees. It also includes the acquisition fee. For Commercial Lease product, upfit amounts are included.

The "estimated capitalized cost" is for estimation purposes only and the figures presented do not represent an offer that can be accepted by you. See your local dealer for vehicle availability, actual price, and financing options. Estimated Capitalized Cost shown is the Base MSRP plus destination charges and total of options, but does not include service contracts, insurance or any outstanding prior credit balance. Does not include tax, title or registration fees. It also includes the acquisition fee. For Commercial Lease product, upfit amounts are included.

S15.

The "amount financed" is for estimation purposes only and the figures presented do not represent an offer that can be accepted by you. See your local dealer for vehicle availability, actual price, and financing options. Estimated Amount Financed is the amount used to determine the Estimated Monthly Payment. It is equal to the Estimated Selling Price of the vehicle less Down Payment, Available Incentives and Net Trade-in Amount.

The "adjusted capitalized cost" is for estimation purposes only and the figures presented do not represent an offer that can be accepted by you. See your local dealer for vehicle availability, actual price, and financing options. Estimated Adjusted Capitalized Cost is the amount used to determine the Estimated Monthly Payment. It is equal to the Estimated Capitalized Cost less Down Payment, Available Incentives, and Net Trade-in Amount.

S16.

Total MSRP is Base MSRP plus options, destination and delivery charges. Excludes taxes, title, and registration fees.

S17.

Destination Charges are associated with getting the vehicle from the manufacturer to the dealership. Prices listed are MSRP and are based on information updated on this website from time to time.

S18.

Acquisition Fee is a charge paid by the lessee to Ford Credit to help cover the cost of acquiring and servicing the account.

Note2.

**For Manufacturer Specific Disclosures See Below**

1.

Starting MSRP excludes destination/delivery charge, taxes, title and registration. Optional equipment not included. Starting A, Z and X Plan price is for qualified, eligible customers and excludes document fee, destination/delivery charge, taxes, title and registration. Not all vehicles qualify for A, Z or X Plan. All Mustang Shelby GT350 and Shelby GT350R prices exclude gas guzzler tax.

2.

EPA-estimated city/hwy mpg. See fueleconomy.gov for fuel economy of other engine/transmission combinations. Actual mileage will vary. MPGe is the EPA equivalent measure of gasoline fuel efficiency for electric mode operation.



Preview Order 7629 - W3X 350 Hi Roof ELWB Cargo RWD: Order Summary Time of Preview: 09/02/2022 16:59:59

Dealership Name: Walker Ford Company, Inc.

Sales Code : F24202

Dealer Rep.	Richard VanPeer	Type	Retail	Vehicle Line	Transit	Order Code	7629
Customer Name	X XXXXX ELC Pinellas	Priority Code	19	Model Year	2023	Price Level	320

DESCRIPTION	MSRP	DESCRIPTION	MSRP
W3X0 T350 HR CARGO RWD	\$49625	.HID HEADLAMPS	\$0
148" WHEELBASE	\$0	.WIPER ACTIVATED HEADLAMPS	\$0
OXFORD WHITE	\$0	253 DEGREE OPENING	\$75
VINYL	\$0	AUTO START STOP REMOVAL	\$-50
DARK PALAZZO GRAY	\$0	WIFI 4G LTE HOTSPOT DELETE	\$-20
PREFERRED EQUIPMENT PKG.101A	\$0	9500# GVWR PACKAGE	\$0
.XL TRIM	\$0	2WAY DRV/PASS PALAZZO VINYL	\$45
3.5L PFDI V6 (GAS)	\$0	50 STATE EMISSIONS	\$0
10-SPEED TRANSMISSION	\$0	MANUAL AIR CONDITIONER	\$0
.235/65R16C BSW ALL-SEASON	\$0	RADIO - SYNC3, 4" SCN	\$280
4.10 LIMITED SLIP AXLE	\$0	CRUISE CONTROL	\$325
JOB #1 ORDER	\$0	DUAL BATTERIES (70 AMP-HR)	\$0
CV LOT MANAGEMENT	\$0	FRONT OVERHEAD SHELF	\$75
REAR COMPARTMENT LIGHTING	\$75	LARGE CENTER CONSOLE	\$195
FRONT LICENSE PLATE BRACKET	\$0	2 ADDITIONAL KEYS	\$75
VINYL F/R FLOOR COVERING	\$245	POWER OUTLET (110V/400W)	\$475
FIXED REAR CARGO DOOR GLASS	\$250	E-85 FLEX FUEL CAPABLE	\$0
EXTERIOR UPGRADE PKG - SRW	\$535	FUEL CHARGE	\$0
.FRONT FOG LAMPS	\$0	PRICED DORA	\$0
.SRW - STEEL W/ SILVER COVER	\$0	DESTINATION & DELIVERY	\$1795
TOTAL BASE AND OPTIONS			MSRP \$54000
DISCOUNTS			NA
TOTAL			\$54000

Customer Name:  
Customer Address:

Customer Email:  
Customer Phone:





# Vehicle Sales Agreement

8755 Park Blvd N  
 Seminole, FL 33777  
 Telephone: (727) 393-4621  
 TOLL FREE: (800) 782-9135  
 FAX:

Date: 08/26/2022

Email: \_\_\_\_\_

Purchaser: Early Learning Coalition Of Pinellas DOB: \_\_\_\_\_ SS #: \_\_\_\_\_

Co-Purchaser: \_\_\_\_\_ DOB: \_\_\_\_\_ SS #: \_\_\_\_\_

Address: 2536 Countryside Blvd Suite 500 City: Clearwater State: FL Zip: 33763

County: Pinellas Home Ph. #: \_\_\_\_\_ Bus. Ph #: (727) 639-1013 Cell Ph #: \_\_\_\_\_

DL #1 \_\_\_\_\_ DL #2 \_\_\_\_\_

PLEASE ENTER MY ORDER FOR ONE:  New  Demo  Used  Lease/Rental Stock #: 22023X

**Trade-In Information**

Year	Make	Model	Body
Color	Mileage	Stock #	
Vin #:			

Lien Held By: \_\_\_\_\_ PH. #: \_\_\_\_\_

Address: \_\_\_\_\_

Zip

2ND LIEN  Yes  No If Yes, Enter Details on Reverse Side

Confirmed Pay Off Good Unfill Book

Quoted By: \_\_\_\_\_ Date: \_\_\_\_\_

Account #: \_\_\_\_\_

Record Lien of \$: \_\_\_\_\_ Lien Date: \_\_\_\_\_

With: \_\_\_\_\_ PH. #: \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

No Contractual relationship is created hereby. Full disclosure by the Federal Consumer Protection Act will be made prior to consummation of a credit transaction by purchaser signature to an installment sales contract. Buyer hereby acknowledges that this offer to purchase was solicited and made at seller place of business.

"The information you see on the window form of this vehicle is part of this contract information on the window form overrides any contrary provisions in the contract of sale."

**NOTE TYPE OF WARRANTY NOTE**  
 All Deposits hold cars for 24 hour period.  
**IMPORTANT**

This Section Must be Completed and Signed For

Exit Warranty **NEW CAR WARRANTY**  
 Date in Service: \_\_\_\_\_

The seller, Suncoast Chrysler Jeep Dodge Ram, hereby expressly disclaims all warranties, either expressed or implied. Including any warranty of merchantability or fitness for particular purpose, and Suncoast Chrysler Jeep Dodge Ram neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this vehicle. If extended drive train warranty is applicable a deductible amount may be chargeable.

Acknowledged By Buyer Signature: \_\_\_\_\_

**Purchase Vehicle**

Year	Make	Model	Body
2022	Ram	ProMas	Cargo V6
Color	Mileage	Delivery Date	
Bright White C	29	08/26/2022	
Vin #:	3C6MRVJG3NE124401		

Vehicle Sale Price - As Equipped	\$ 53,790.00
<input type="checkbox"/> Added Items KNAPHEIDE	\$ 5,800.00
<input type="checkbox"/> Deleted Items	\$
Total Selling Price	\$
Trade Allowance	\$
Net Difference	\$
Waste Tire, -Lead Acid Battery Fee	\$6.50
Delivery Fee **	\$ 1,299.00
Electronic Filling Fee	\$ 199.00
Sub-Total - Taxable Amount	\$ 61,094.50
Sales Tax: State 6% County <u>Exempt</u>	\$ 0
Lien Fee	\$ 2.00
Est. Tag Fees*	\$ 148.00
Florida Motor Vehicle Warranty Enforcement Act	\$
Impact / Temp Tag/ New Plate Fee	\$ 225.00
Total Price	\$ 61,469.50
Balance Owed on Trade	\$
Extended Warranty Plan	\$
Ext. Warranty - Sales Tax	\$
	\$1,000.00
Total Amount Owed	\$ <b>60,469.50</b>
Partial Payment	\$
COD	\$
Unpaid Balance	\$

\*All License Tag Charges are C.O.D

On a cash transaction this offer is of valid unless signed and accepted by a Dealer's Representative.  
 On a credit transaction the Buyer(s) offer is not accepted and the transaction is not consummated until (2) approved in writing by Dealer and a responsible Bank of Finance company and (b) all disclosures required by the Federal Consumer Credit Protection Act (Truth In Lending Act) have been given and (c) Buyer and Dealer have signed an Installment Sales Contract.

Buyer: \_\_\_\_\_ Co-Buyer: \_\_\_\_\_ Salesman: Jason Gillespie

Accepted By Sales Manager: [Signature] \*\*\*This charge represents costs and profits to the Dealer for items such as inspecting, cleaning and adjusting new and used vehicles and prepared documents related to this sale.\*\*\*

- HIGH TOP  
 - 1 TON (3500)

IV



**MOBILE OFFICE CONVERSION BUILT FOR  
EARLY LEARNING COALITION OF PINELLAS  
NEW 2023 MERCEDES BENZ SPRINTER CONVERSION**

**MOBILE OFFICE**

- One Desk with Filing Cabinet
- One Desk Captain Chair with Swivel & six Way Power
- Client Chair Right of Desk
- Two Forward Facing Captains Chairs
- Rear Waiting Room C-Shaped Couch
- Two Hidden Laptop Tables
- DOT approved 3-point seatbelt assembly on captain chairs
- Recover front cabin cloth seats with matching rear cabin leather
- Additional front cabin USB charging ports

**Interior Features**

- Driver Compartment Console Storage Unit
- Custom covered sidewalls with aircraft insulation
- Custom covered ceiling with aircraft insulation
- Custom trim front & rear cabin
- Small Bottled Water Refrigerator
- Emergency driver-side egress window glass
- Driver & passenger tinted window glass package
- Custom pillar trim
- Simulated Custom wood non-skid coach flooring
- Thermostat controlled 65,000 BTU rear AC unit
- Custom black privacy blinds with LED accent lighting
- Floor lighting
- LED reading lights
- Front & Rear lighting controls
- LED side door entry lighting
- Bulkhead 32" TV
- Overhead storage cabinets with LED backlight (2) Per Side
- Custom hydro-dipped trim & accents
- Rear USB Charging Ports with 110 Volt Ports
- 30" Luggage Compartment with Coat Rack
- ELECTRIC PRIVACY DIVIDER
- Standard Ceiling with LED Puck Lights

**Exterior**

- Custom Running Boards
- Stainless Steel Wheel Simulators

9/8/2022

**TOTAL CONVERSION QUOTE \$97,500.00**

# Custom Coach Creations, Inc.

1855 Patterson Ave  
 Deland, Florida 32724  
 (386)469-9573

# ESTIMATE

2022-0838

**Julie Mastry**  
 Your street  
 Your City Your state 00000  
 0000000

Year 0 Make 0000 Model 0000 Stock# Date 09/06/2022

### Parts Itemization

#	Qty	Description	Unit Price	Ext. Price
1	1	RV LITHIUM ELECTRICAL ONLY PACKAGE	\$7,500.00	\$7,500.00
2	1	30 amp Shore power w/twist-loc power cord 25ft (INCLUDED)	\$0.00	\$0.00
3	1	250 Amp Lithium Ion Battery (INCLUDED)	\$0.00	\$0.00
4	1	Front & Rear Battery Isolator Parts(INCLUDED)	\$0.00	\$0.00
5	1	3000 watt PURE SINE Inverter System w/remote switch (INCLUDED)	\$0.00	\$0.00
6	1	Automatic Switching System from Inverter to Shore (INCLUDED)	\$0.00	\$0.00
7	1	125 Amp Charging System, Rear Breaker Box for 110v & 12v (INCLUDED)	\$0.00	\$0.00
8	2	110v Electrical outlet (INCLUDED) *** UPGRADE USB*** TOTAL 7	\$30.00	\$60.00
9	1	Custom Box to house Lithium battery & electronics (INCLUDED)	\$0.00	\$0.00
10	3	250 Amp Lithium heavy duty battery	\$2,600.00	\$7,800.00
11	1	Upgrade Alternator	\$2,800.00	\$2,800.00
12	1	(7 FT) Lower Counter top	\$1,750.00	\$1,750.00
13	2	Captian Chairs	\$4,450.00	\$8,900.00
14	1	(14 FT) Upper Cabinetry	\$2,100.00	\$2,100.00
15	2	Light Switches	\$75.00	\$150.00
16	1	Rear Fold-Away Table	\$375.00	\$375.00
17	1	Magnetic Curtain	\$150.00	\$150.00
18	1	Power Awning	\$2,995.00	\$2,995.00
19	1	13500 BTU Power Save Profile Coleman AC	\$1,895.00	\$1,895.00
20	5	USB OUTLETS	\$75.00	\$375.00
21	6	Locks on Upper Cabinets	\$45.00	\$270.00
22	2	Driver & Passenger Swivel Seat	\$625.00	\$1,250.00
23	1	Divider Wall w/ Door	\$950.00	\$950.00
24	1	Maxx Air Power Roof Vent Manual	\$875.00	\$875.00
				<b>\$40,195.00</b>

### Labor Itemization

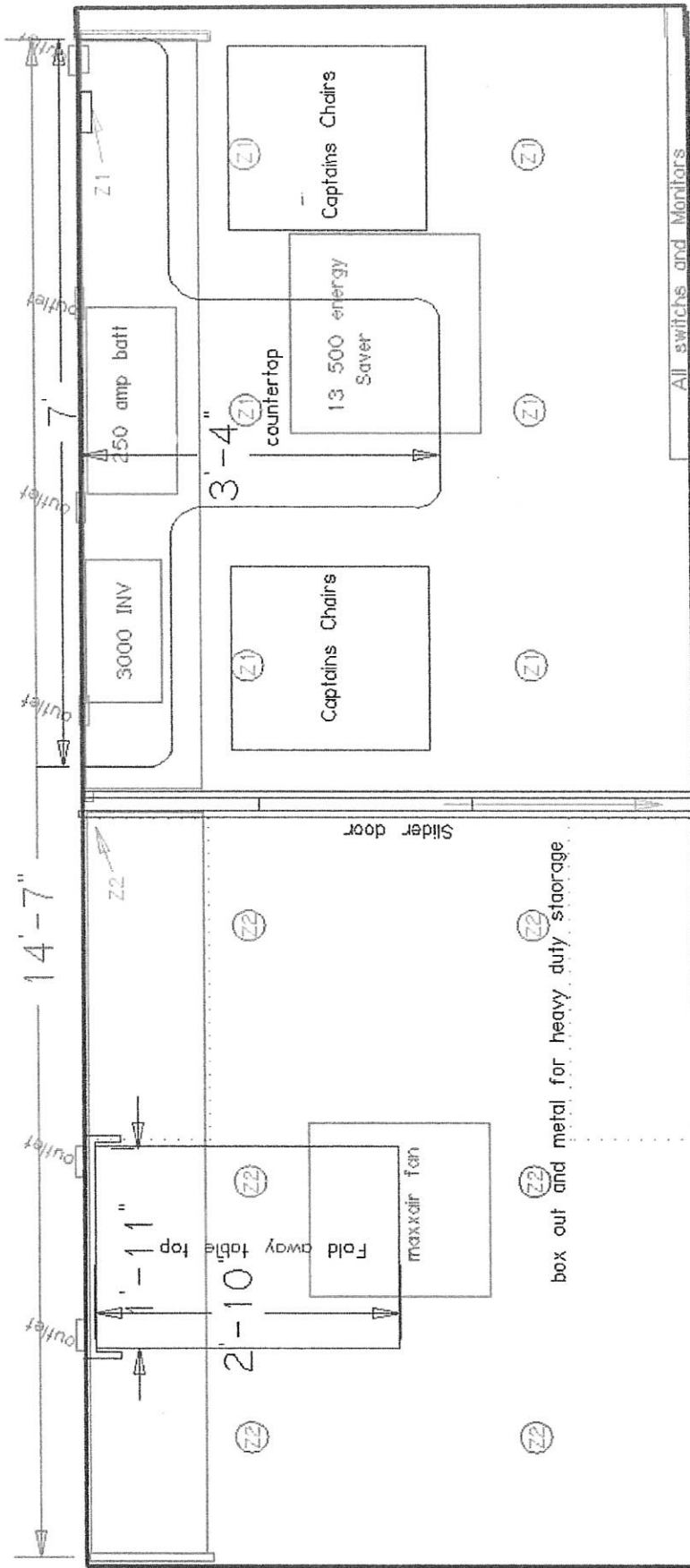
#	Description	Hours	Cost	Line Total
1	Hardware, Heavy Duty Wiring, Installation & Labor included* Additional Lithium Batteries \$2600 each* Other items can be added for an additional cost.	--	\$0.00	\$0.00
		<b>0.00</b>		<b>\$0.00</b>

### ESTIMATE ONLY. NOT A BILL.

This document is for the purpose of providing an estimate for future services and is not a contract nor guarantee of work.

### Estimate Summary

<b>Subtotal</b>	\$40,195.00
<b>Sales Tax</b>	\$2,612.68 (6.500%)
<b>Estimate Total</b>	<b>\$42,807.68</b>



Z1, Z2 light zones one and





Discount Signs and Wraps, LLC  
 3691 State Road 580, Unit K  
 Oldsmar, FL 34677  
 PH: 727.619.9598  
[DiscountSignsAndWraps@gmail.com](mailto:DiscountSignsAndWraps@gmail.com)  
[www.DiscountSignsAndWraps.com](http://www.DiscountSignsAndWraps.com)

<b>Estimate / Proposal - 00215</b>
------------------------------------

**Bill to:** Wonetha Hall  
**Company:** Early Learning Coalition  
**Address:** 2536 Countryside Blvd, Suite 500  
 Clearwater, FL 33763  
**Phone:** 727.276.9526  
**Fax:**  
**Email:** [whall@elcpinellas.org](mailto:whall@elcpinellas.org)

**Ship to:**  
**Contact:**  
**Address:**

**Delivery Method:**

**Completion Date:** TBD

<b>Estimate Created</b>	<b>Payment Terms</b>	<b>PO #</b>
9/7/2022	50% Prior to Project 50% at Completion	

**Order Description:** Mercedes Benz High Roof Extended Van or Ford Transit high Roof Extended Van or equivalent

	Quantities	Unit Price	Subtotal
<b>Product:</b> Wrap	1	\$5,500.00	\$5,500.00
<b>Description:</b> ELC Van Wrap			
<b>Sides:</b> 4			
<b>Size:</b> High Roof, Extended Van			
<b>Material:</b> Premium Wrap Vinyl & Optical Clear Lamination			

**Product:**  
**Description:**  
**Sides:**  
**Size:**  
**Material:**

Option

**Product:**  
**Description:**  
**Sides:**  
**Size:**  
**Material:**

Option

	Invoice Subtotal	\$5,500.00
Sales Tax removed. Please provide 501c3 Document	Sales Tax 7%	\$0.00
	Deposit Received	\$0.00
	<b>TOTAL</b>	<b>\$5,500.00</b>

Make all checks payable to Discount Signs and Wraps, LLC.

Thank you for your business!



7211 US Highway 19 N  
 Pinellas Park, FL 33781  
 (727) 327-7755

# Estimate ESTp-6118

www.signaramatampabay.com

Payment Terms: 50/50

Created Date: 9/2/2022

**DESCRIPTION:** Vehicle Wrap

**Bill To:** Early Learning Coalition of Pinellas  
 0000000  
 Clearwater, FL 33763  
 US

**Pickup At:** Signarama  
 7211 US Highway 19 N  
 Pinellas Park, FL 33781  
 US

**Requested By:** Julie Mastry  
 Email: jmastry@elcpinellas.org

**Salesperson:** Joe McGinnis  
 Email: joe@signarama-pinellas.com  
 Entered By: Joe McGinnis

NO.	Product Summary	QTY	UNIT PRICE	AMOUNT
1	<b>Mercedes Wrap</b>	1	\$4,150.00	\$4,150.00
1.1	<b>Vinyl Print Cast - Mercedes Vehicle</b> Part Qty: 415 Width: 12.00" Height: 12.00" Sides: 1			
2	<b>Ford Wrap</b>	1	\$3,500.00	\$3,500.00
2.1	<b>Vinyl Print Cast - Ford Wrap</b> Part Qty: 350 Width: 12.00" Height: 12.00" Sides: 1			
3	<b>Dodge Wrap</b>	1	\$3,500.00	\$3,500.00
3.1	<b>Vinyl Print Cast - Dodge Wrap</b> Part Qty: 1 Width: 12.00" Height: 12.00" Sides: 1			

Thanks for the opportunity to quote your project. We'd love to help, so please let us know if you have any questions, want samples or photos of similar products, or are ready to place your order.

<b>Subtotal:</b>	\$11,150.00
<b>Taxes:</b>	\$780.50
<b>Grand Total:</b>	\$11,930.50

We've been producing quality signs and graphics to help businesses grow for more than 19 years. Let us help you grow your business with signs, graphics, and wraps!

Standard payment terms are 50% deposit for orders over \$250, with the balance due upon pickup or installation. Orders under \$250 are paid in full at time of order. Net terms available upon request.

From: Affordable Signs And Wraps LLC [affordablesignsandwraps@yahoo.com]  
Sent: Wednesday, September 07, 2022 10:37 AM  
To: Wonetha Hall  
Subject: Re: Quote for Vehicle wrap for Early Learning Coalition of Pinellas

Caution! This message was sent from outside your organization.

[Allow sender](#) | [Block sender](#)

Hello,

Thank you for sending photos.

We are assuming that the photos give us the size of the van and based on those photos, a full wrap is going to cost 4500.00. Price includes free art and design but doesn't include the removal of any existing wrap of graphics.

If you only want Cutout letters, you must provide logos on a vector format. If we are doing cutout letters only, the price will vary depending on the amount of content you want on it. Base on the amount of lettering that is on the sample photo you sent the cutout letters will run you from 1800.00 up to 2500.00 depending on content.

For a written official accurate quote, we need to see the actual vehicles and the paint condition on each.

---

Thank you for the opportunity to quote your job.

- Efrain Yepes
- Mario Quijano

### **AFFORDABLE SIGNS AND WRAPS LLC**

6859 HAINES RD. N. PINELLAS PARK, FL 33781  
(727) 498-8900 OFFICE

**DISCLAIMER:** By replying: "APPROVED", to any email containing your order, artwork, or layouts, you release Affordable Signs and Wraps from ALL Liabilities for any errors of any kind including but not limited to: Grammar errors, spelling errors, color matching, sizes, image placement, resolution, color density, etc. Screen proofs will only predict design layout, text accuracy, and image placement, but not color or density. We do not accept approvals by text message. Any communication must be emailed so there will always be a written record. We DO NOT guarantee our color pattern will match the color seen on your Inkjet printer, computer monitor, or another device or printer.

**WARRANTIES:** Workmanship warranty on vinyl applications and vehicle wraps is 90 days. Manufacture warranty from Vinyl Vendors as "3M and Avery" is 2.5 Years on vertical application, with a five years Life expectancy, and 1.25 years on horizontal applications. The horizontal applications are directly exposed to sunlight and the heat will slowly cook the vinyl creating cracks on the vinyl and lamination.

**WINDOW PERFORATED MATERIAL:** The window perforated material doesn't carry any warranty and is installed on your vehicle only by the customer's request.

**VEHICLE LETTERING ALIGNMENT:** When we install any lettering or graphics on any vehicle, as a default we will use the vehicle body line to line up the graphics. As per customer request, we can line it up with the horizon line, but we will charge you again for the graphics and also for the removal if you decide that the horizon alignment doesn't look straight after installation of the graphics.

**SECURITY DEPOSITS:** All security deposits are NON-REFUNDABLE. The security deposit will pay for the artwork process, including revisions\* (within a reasonable number of revisions) high-resolution photography, Logo creation, and vector file conversion. (\*Reasonable numbers of revisions doesn't mean unlimited revisions. The designated time for artwork is limited to 30 minutes on business cards, postcards, flyers, and small print jobs. At the discretion of the designer, additional fees may apply at a rate of 50.00 per hour if additional time is required. Vehicle wraps are more complex and will require more than 30 minutes and multiple revisions.) Security deposits not claimed by clients will be forfeited after 12 months. Customers will not be notified again of this disclaimer, the balance will remain on the customer's account for 12 months, then the transaction will be closed as abandoned by the client.

**INSTALLATIONS:** All signage, graphics, and wraps need to be installed under certain weather conditions. Outdoor installations will require low winds (less than 5 miles per hour) and the temperature must be 65 or above. We are not responsible for any inconvenience caused by any delays when weather conditions are not favorable for installation.

**FILES OWNERSHIP AND COPYRIGHTS:** The creation of artwork and layouts is included in the price of your wrap or prints, but the original digital file and artwork are property of Affordable Signs and Wraps LLC and is not available to customers.

**LOGOS AND VECTOR FILES:** Customers regularly provide us with a Vector File of customer's Logo including the color scheme of their business. In the event that we have to create a vector logo of your business, Affordable Signs and Wraps reserves the rights of all vector logos created by Affordable signs and Wraps unless the customer has previously arranged for the files to be provided and File fees will apply at that time. File fees may be pre-arranged or set during the time of contracting the job. Customers may buy their logo files in vector format. Creation of artwork and layouts is included in the price of your wrap or prints, but the original digital file and artwork are property of Affordable Signs and Wraps LLC and are not available to customers.

### **SCHEDULING:**

We strive in keeping all schedules as close as we can, but we are not responsible for delays caused by weather conditions, acts of God, or lack of materials due to delays in deliveries or just market shortages. Customers are also required to bring the vehicles fully washed and de-greased but sometimes customers don't do it and we have to do it for them. A charge to the customer for the cleaning will be applied to the bill then and wait until the vehicle is fully dry before we can install the wrap causing extra time delay on installation.



**Early Learning Coalition of Pinellas County, Inc.**  
**FY 2022/2023**  
**Approved Budget**

	FY 2022/23 Total
<b>REVENUE</b>	
DEL - School Readiness Funding	\$ 38,685,160
DEL - School Readiness Funding - Restitution	\$ 12,979
DEL - School Readiness Funding - \$72M Expansion Funding	\$ 6,753,716
DEL - Quality Performance Differential Funding	\$ 1,647,986
DEL - Gold Seal Differential Funding	\$ 2,594,609
DEL - PDG Mental Health Support Funding	\$ 10,196
DEL - CRRSA Funding	\$ 3,281,340
DEL - ARPA Funding	\$ 27,328,778
DEL - ESSER Funding	\$ 43,529
DEL - SR Program Assessment Funding	\$ 86,375
DEL - Voluntary Prekindergarten Funding	\$ 16,305,298
DEL - VPK \$15/hr Wage Incentive Funding	\$ 2,876,871
DEL - VPK Program Assessment Funding	\$ 171,515
UF - Flamingo Early Learning Funding	\$ 48,000
JWB - SR Match Program Funding	\$ 1,000,000
JWB - SRPlus Program Funding	\$ 1,656,392
JWB - SR Plus Child Screening Funding	\$ 166,584
JWB - Program Assessment Funding	\$ 313,921
PCSB - Teen Parent Funding	\$ 300,000
<i>TOTAL REVENUE</i>	<b>\$ 103,283,249</b>
<b>EXPENDITURES</b>	
Direct Child Care Expenses	\$ 62,996,079
Provider Grants (CRRSA/ARPA)	\$ 30,693,247
<i>Administrative, Support, &amp; Program Expenses</i>	
Salary & Fringe Benefits	\$ 7,553,296
Professional Services - Accounting & Auditing	\$ 31,900
Professional Services - Information Technology	\$ 65,940
Professional Services - Document Storage	\$ 9,600
Professional Services - Legal Services	\$ 8,697
Professional Services - Temporary Employment	\$ 37,652
Professional Services - Printing and Reproduction	\$ 22,467
Professional Services - Repairs and Maintenance	\$ 3,152
Professional Services -Other	\$ 142,090
Occupancy	\$ 510,130
Postage, Freight, and Delivery Services	\$ 6,550
Rentals - Office Equipment	\$ 50,138
Office Supplies and Office Expense Items	\$ 36,160
Communications - Phone & Internet	\$ 63,058
Insurance and Surety Bonds	\$ 64,948
Equipment	\$ 35,581
Quality and Classroom materials	\$ 324,167
Teacher Scholarships and Other Education Opportunities	\$ 94,992
Teacher & Provider Stipends	\$ 298,595
Travel	\$ 64,659
Bank Fees	\$ 7,467
Application Software and Licenses and Support	\$ 80,700
Web Service/hosting, support, back-up services and maintenance	\$ 51,294
Dues and Subscriptions	\$ 30,690
<i>Admin Support &amp; Program Expenses Total</i>	\$ 9,593,923
<i>TOTAL EXPENDITURES</i>	<b>\$ 103,283,249</b>



**FY 2022-23 Board of Directors**

<b>Name</b>	<b>Representation</b>
VACANT, <b>Chair</b>	Private Sector and Appointed by the Governor
Elliott Stern, <b>Acting Chair</b>	Private Sector Business
Dr. Ricardo Davis, <b>Treasurer</b>	Private Sector Business
OPEN, <b>Secretary</b>	Private Sector Business
Faith Bornoff	Pinellas County License Board, PCLB
Steven Meier	CareerSource Pinellas
Jennifer Mekler	Pinellas County School District
Celeste Fernandez	Pinellas County Department of Children and Families
Harry Fogle	West Central Early Steps All Children's Hospital
Ray Hensley	Pinellas County Health Department
Fidel Johnson	Private Sector Business
Susan Johnson	Private Sector Business
Jeff Kostiha	Private Sector Business
Jackie Lang	Representative of Private For-Profit Child Care Providers
Eric Lynn	Private Sector Business
Sandra Hopkins	Representative Faith Based Child Care Providers
Dr. Susan Weber	St. Petersburg College
Comm. Janet Long	Board of County Commissioners
Michael Mikurak	Juvenile Welfare Board
Karl Nurse	Private Sector Business
Victor Lucas	Private Sector Business
Trevor Pettiford	Private Sector Business
LaShonda Watson-Clark	Pinellas Head Start
Jack Geller	Private Sector Business
Amy Darby	Private Sector Business
Captain Scott Matthews	Advisory Member – Pinellas County Sheriff Office

## Filing Instructions

### EARLY LEARNING COALITION OF PINELLAS COUNTY, INC

#### Exempt Organization Tax Return

#### Taxable Year Ended June 30, 2021

**Date Due:** May 16, 2022

**Remittance:** None is required. Your Form 990 for the tax year ended 6/30/21 shows no balance due.

**Signature:** You are using a Personal Identification Number (PIN) for signing your return electronically. Form 8879-EO, IRS *e-file* Signature Authorization for an Exempt Organization should be signed and dated by an authorized officer of the organization and returned to:

Moss, Krusick & Associates, LLC  
501 S New York Ave Ste 100  
Winter Park, FL 32789-4241

***Important:*** Your return will not be filed with the IRS until the signed Form 8879-EO has been received by this office.

**Other:** Your return is being filed electronically with the IRS and is not required to be mailed. If you Mail a paper copy of your return to the IRS it will delay the processing of your return.

Form **990**

**Return of Organization Exempt From Income Tax**  
Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

OMB No. 1545-0047

**2020**  
Open to Public Inspection

Department of the Treasury  
Internal Revenue Service

Do not enter social security numbers on this form as it may be made public.  
Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

**A For the 2020 calendar year, or tax year beginning 07/01/20 , and ending 06/30/21**

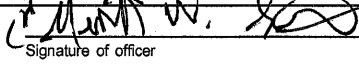
<b>B</b> Check if applicable: <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Final return/terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	<b>C</b> Name of organization <b>EARLY LEARNING COALITION OF PINELLAS COUNTY, INC</b>		<b>D</b> Employer identification number <b>59-3726679</b>
	Doing business as Number and street (or P.O. box if mail is not delivered to street address) Room/suite <b>2536 COUNTRYSIDE BLVD</b>		<b>E</b> Telephone number <b>727-548-1439</b>
	City or town, state or province, country, and ZIP or foreign postal code <b>CLEARWATER FL 33763</b>		<b>G</b> Gross receipts \$ <b>68,731,992</b>
	<b>F</b> Name and address of principal officer: <b>ELLIOT STERN</b> <b>12090 STARKEY ROAD</b> <b>LARGO FL 33773</b>		<b>H(a)</b> Is this a group return for subordinates? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <b>H(b)</b> Are all subordinates included? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No," attach a list. See instructions
<b>I</b> Tax-exempt status: <input checked="" type="checkbox"/> 501(c)(3) <input type="checkbox"/> 501(c) ( ) (insert no.) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527			
<b>J</b> Website: <b>WWW.ELCPINELLAS.NET</b>			
<b>K</b> Form of organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other			<b>L</b> Year of formation: <b>2001</b>
			<b>M</b> State of legal domicile: <b>FL</b>

**Part I Summary**

<b>Activities &amp; Governance</b>	1 Briefly describe the organization's mission or most significant activities: <b>REVOLUTIONIZE EARLY LEARNING TO INSPIRE CHILDREN, ENGAGE FAMILIES, AND ELEVATE EDUCATORS.</b>			
	2 Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.			
	3	Number of voting members of the governing body (Part VI, line 1a)	<b>26</b>	
	4	Number of independent voting members of the governing body (Part VI, line 1b)	<b>26</b>	
	5	Total number of individuals employed in calendar year 2020 (Part V, line 2a)	<b>113</b>	
	6	Total number of volunteers (estimate if necessary)	<b>0</b>	
	7a	Total unrelated business revenue from Part VIII, column (C), line 12	<b>0</b>	
7b	Net unrelated business taxable income from Form 990-T, Part I, line 11	<b>0</b>		
<b>Revenue</b>	8	Contributions and grants (Part VIII, line 1h)	<b>59,539,652</b>	<b>68,731,992</b>
	9	Program service revenue (Part VIII, line 2g)	<b>37,884</b>	<b>0</b>
	10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)		<b>0</b>
	11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)		<b>0</b>
	12	Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	<b>59,577,536</b>	<b>68,731,992</b>
<b>Expenses</b>	13	Grants and similar amounts paid (Part IX, column (A), lines 1-3)	<b>240,141</b>	<b>101,763</b>
	14	Benefits paid to or for members (Part IX, column (A), line 4)		<b>0</b>
	15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	<b>5,528,373</b>	<b>5,565,716</b>
	16a	Professional fundraising fees (Part IX, column (A), line 11e)		<b>0</b>
	16b	Total fundraising expenses (Part IX, column (D), line 25)	<b>0</b>	
	17	Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	<b>53,749,724</b>	<b>63,025,467</b>
	18	Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	<b>59,518,238</b>	<b>68,692,946</b>
19	Revenue less expenses. Subtract line 18 from line 12	<b>59,298</b>	<b>39,046</b>	
<b>Net Assets or Fund Balances</b>	20	Total assets (Part X, line 16)	<b>11,556,684</b>	<b>7,713,027</b>
	21	Total liabilities (Part X, line 26)	<b>11,177,744</b>	<b>7,295,041</b>
	22	Net assets or fund balances. Subtract line 21 from line 20	<b>378,940</b>	<b>417,986</b>

**Part II Signature Block**

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

<b>Sign Here</b>	 Signature of officer	<b>1/27/22</b> Date
	<b>ELLIOT STERN</b> Type or print name and title	
<b>ACTING CHAIR</b>		

<b>Paid Preparer Use Only</b>	Print/Type preparer's name <b>W. ED MOSS JR.</b>	Preparer's signature <b>W. ED MOSS JR.</b>	Date <b>01/24/22</b>	Check <input type="checkbox"/> if self-employed <b>self-employed</b>	PTIN <b>P00531414</b>
	Firm's name <b>MOSS, KRUSICK &amp; ASSOCIATES, LLC</b>			Firm's EIN <b>59-3017072</b>	
	Firm's address <b>501 S NEW YORK AVE STE 100 WINTER PARK, FL 32789-4241</b>			Phone no. <b>407-644-5811</b>	

May the IRS discuss this return with the preparer shown above? See instructions  Yes  No



**Part III Statement of Program Service Accomplishments**

Check if Schedule O contains a response or note to any line in this Part III



1 Briefly describe the organization's mission:

**REVOLUTIONIZE EARLY LEARNING TO INSPIRE CHILDREN, ENGAGE FAMILIES, AND ELEVATE EDUCATORS.**

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ?

Yes  No

If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services?

Yes  No

If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code: ) (Expenses \$ **53,072,880** including grants of \$ **23,485** ) (Revenue \$ )

**SEE SCHEDULE O**

4b (Code: ) (Expenses \$ **11,214,043** including grants of \$ ) (Revenue \$ )

**SEE SCHEDULE O**

4c (Code: ) (Expenses \$ **2,568,187** including grants of \$ **78,278** ) (Revenue \$ )

**FROM THE FUNDS IN GENERAL APPROPRIATIONS ACT, SPECIFIC APPROPRIATION 85, \$30,000,000 IS PROVIDED TO EXPAND THE PROVISION OF SERVICES TO LOW INCOME FAMILIES AT OR BELOW 200 PERCENT OF THE FEDERAL POVERTY LEVEL AS LONG AS THE INCOME DOES NOT EXCEED 85 PERCENT OF THE STATE MEDIAN INCOME. TO BE ELIGIBLE FOR FUNDING, THE COALITION MUST MATCH THE STATE FUNDS ON A DOLLAR-FOR-DOLLAR BASIS AND THE LOCAL MATCH MUST COMPLY WITH FEDERAL CHILD CARE AND DEVELOPMENT BLOCK GRANT MATCHING REQUIREMENTS. DURING THE YEARS ENDED JUNE 30, 2021 AND 2020, THE LOCAL MATCHING REQUIREMENTS WERE MET.**

4d Other program services (Describe on Schedule O.)

(Expenses \$ including grants of \$ ) (Revenue \$ )

4e Total program service expenses **66,855,110**

**Part IV Checklist of Required Schedules**

		Yes	No
1	Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? If "Yes," complete Schedule A	<b>X</b>	
2	Is the organization required to complete Schedule B, Schedule of Contributors (see instructions)?	<b>X</b>	
3	Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? If "Yes," complete Schedule C, Part I		<b>X</b>
4	<b>Section 501(c)(3) organizations.</b> Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? If "Yes," complete Schedule C, Part II		<b>X</b>
5	Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? If "Yes," complete Schedule C, Part III		<b>X</b>
6	Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? If "Yes," complete Schedule D, Part I		<b>X</b>
7	Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? If "Yes," complete Schedule D, Part II		<b>X</b>
8	Did the organization maintain collections of works of art, historical treasures, or other similar assets? If "Yes," complete Schedule D, Part III		<b>X</b>
9	Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? If "Yes," complete Schedule D, Part IV		<b>X</b>
10	Did the organization, directly or through a related organization, hold assets in donor-restricted endowments or in quasi endowments? If "Yes," complete Schedule D, Part V		<b>X</b>
11	If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable.		
a	Did the organization report an amount for land, buildings, and equipment in Part X, line 10? If "Yes," complete Schedule D, Part VI	<b>X</b>	
b	Did the organization report an amount for investments—other securities in Part X, line 12, that is 5% or more of its total assets reported in Part X, line 16? If "Yes," complete Schedule D, Part VII		<b>X</b>
c	Did the organization report an amount for investments—program related in Part X, line 13, that is 5% or more of its total assets reported in Part X, line 16? If "Yes," complete Schedule D, Part VIII		<b>X</b>
d	Did the organization report an amount for other assets in Part X, line 15, that is 5% or more of its total assets reported in Part X, line 16? If "Yes," complete Schedule D, Part IX		<b>X</b>
e	Did the organization report an amount for other liabilities in Part X, line 25? If "Yes," complete Schedule D, Part X		<b>X</b>
f	Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? If "Yes," complete Schedule D, Part X	<b>X</b>	
12a	Did the organization obtain separate, independent audited financial statements for the tax year? If "Yes," complete Schedule D, Parts XI and XII	<b>X</b>	
b	Was the organization included in consolidated, independent audited financial statements for the tax year? If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional		<b>X</b>
13	Is the organization a school described in section 170(b)(1)(A)(ii)? If "Yes," complete Schedule E		<b>X</b>
14a	Did the organization maintain an office, employees, or agents outside of the United States?		<b>X</b>
b	Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000 or more? If "Yes," complete Schedule F, Parts I and IV		<b>X</b>
15	Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or other assistance to or for any foreign organization? If "Yes," complete Schedule F, Parts II and IV		<b>X</b>
16	Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or other assistance to or for foreign individuals? If "Yes," complete Schedule F, Parts III and IV		<b>X</b>
17	Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? If "Yes," complete Schedule G, Part I See instructions		<b>X</b>
18	Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? If "Yes," complete Schedule G, Part II		<b>X</b>
19	Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? If "Yes," complete Schedule G, Part III		<b>X</b>
20a	Did the organization operate one or more hospital facilities? If "Yes," complete Schedule H		<b>X</b>
b	If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?		
21	Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? If "Yes," complete Schedule I, Parts I and II		<b>X</b>

**Part IV Checklist of Required Schedules** (continued)

		Yes	No
22	Did the organization report more than \$5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? If "Yes," complete Schedule I, Parts I and III	X	
23	Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? If "Yes," complete Schedule J		X
24a	Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a		X
b	Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?		
c	Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?		
d	Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?		
25a	<b>Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations.</b> Did the organization engage in an excess benefit transaction with a disqualified person during the year? If "Yes," complete Schedule L, Part I		X
b	Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? If "Yes," complete Schedule L, Part I		X
26	Did the organization report any amount on Part X, line 5 or 22, for receivables from or payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons? If "Yes," complete Schedule L, Part II		X
27	Did the organization provide a grant or other assistance to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity (including an employee thereof) or family member of any of these persons? If "Yes," complete Schedule L, Part III		X
28	Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV instructions, for applicable filing thresholds, conditions, and exceptions):		
a	A current or former officer, director, trustee, key employee, creator or founder, or substantial contributor? If "Yes," complete Schedule L, Part IV		X
b	A family member of any individual described in line 28a? If "Yes," complete Schedule L, Part IV		X
c	A 35% controlled entity of one or more individuals and/or organizations described in lines 28a or 28b? If "Yes," complete Schedule L, Part IV		X
29	Did the organization receive more than \$25,000 in non-cash contributions? If "Yes," complete Schedule M		X
30	Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? If "Yes," complete Schedule M		X
31	Did the organization liquidate, terminate, or dissolve and cease operations? If "Yes," complete Schedule N, Part I		X
32	Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? If "Yes," complete Schedule N, Part II		X
33	Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? If "Yes," complete Schedule R, Part I		X
34	Was the organization related to any tax-exempt or taxable entity? If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1		X
35a	Did the organization have a controlled entity within the meaning of section 512(b)(13)?		X
b	If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? If "Yes," complete Schedule R, Part V, line 2		
36	<b>Section 501(c)(3) organizations.</b> Did the organization make any transfers to an exempt non-charitable related organization? If "Yes," complete Schedule R, Part V, line 2		X
37	Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? If "Yes," complete Schedule R, Part VI		X
38	Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11b and 19? <b>Note:</b> All Form 990 filers are required to complete Schedule O.	X	

**Part V Statements Regarding Other IRS Filings and Tax Compliance**

Check if Schedule O contains a response or note to any line in this Part V

		Yes	No
1a	Enter the number reported in Box 3 of Form 1096. Enter -0- if not applicable		
b	Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable		
c	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?	X	

**Part V Statements Regarding Other IRS Filings and Tax Compliance** (continued)

		Yes	No
<b>2a</b>	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return		
	2a <b>113</b>		
<b>b</b>	If at least one is reported on line 2a, did the organization file all required federal employment tax returns? <i>Note:</i> If the sum of lines 1a and 2a is greater than 250, you may be required to e-file (see instructions)	<b>X</b>	
<b>3a</b>	Did the organization have unrelated business gross income of \$1,000 or more during the year?		<b>X</b>
<b>b</b>	If "Yes," has it filed a Form 990-T for this year? If "No" to line 3b, provide an explanation on Schedule O		
<b>4a</b>	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?		<b>X</b>
<b>b</b>	If "Yes," enter the name of the foreign country See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).		
<b>5a</b>	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?		<b>X</b>
<b>b</b>	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?		<b>X</b>
<b>c</b>	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?		
<b>6a</b>	Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?		<b>X</b>
<b>b</b>	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?		
<b>7</b>	<b>Organizations that may receive deductible contributions under section 170(c).</b>		
<b>a</b>	Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?		<b>X</b>
<b>b</b>	If "Yes," did the organization notify the donor of the value of the goods or services provided?		
<b>c</b>	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?		<b>X</b>
<b>d</b>	If "Yes," indicate the number of Forms 8282 filed during the year		
	7d		
<b>e</b>	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?		<b>X</b>
<b>f</b>	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?		<b>X</b>
<b>g</b>	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?		<b>X</b>
<b>h</b>	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?		<b>X</b>
<b>8</b>	<b>Sponsoring organizations maintaining donor advised funds.</b> Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?		
<b>9</b>	<b>Sponsoring organizations maintaining donor advised funds.</b>		
<b>a</b>	Did the sponsoring organization make any taxable distributions under section 4966?		
<b>b</b>	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?		
<b>10</b>	<b>Section 501(c)(7) organizations.</b> Enter:		
<b>a</b>	Initiation fees and capital contributions included on Part VIII, line 12		
	10a		
<b>b</b>	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities		
	10b		
<b>11</b>	<b>Section 501(c)(12) organizations.</b> Enter:		
<b>a</b>	Gross income from members or shareholders		
	11a		
<b>b</b>	Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them.)		
	11b		
<b>12a</b>	<b>Section 4947(a)(1) non-exempt charitable trusts.</b> Is the organization filing Form 990 in lieu of Form 1041?		
<b>b</b>	If "Yes," enter the amount of tax-exempt interest received or accrued during the year		
	12b		
<b>13</b>	<b>Section 501(c)(29) qualified nonprofit health insurance issuers.</b>		
<b>a</b>	Is the organization licensed to issue qualified health plans in more than one state? <i>Note:</i> See the instructions for additional information the organization must report on Schedule O.		
	13a		
<b>b</b>	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans		
	13b		
<b>c</b>	Enter the amount of reserves on hand		
	13c		
<b>14a</b>	Did the organization receive any payments for indoor tanning services during the tax year?		<b>X</b>
<b>b</b>	If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation on Schedule O		
	14b		
<b>15</b>	Is the organization subject to the section 4960 tax on payment(s) of more than \$1,000,000 in remuneration or excess parachute payment(s) during the year? If "Yes," see instructions and file Form 4720, Schedule N.		<b>X</b>
<b>16</b>	Is the organization an educational institution subject to the section 4968 excise tax on net investment income? If "Yes," complete Form 4720, Schedule O.		<b>X</b>

**Part VI Governance, Management, and Disclosure** For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes on Schedule O. See instructions. Check if Schedule O contains a response or note to any line in this Part VI

**Section A. Governing Body and Management**

		Yes	No
1a	Enter the number of voting members of the governing body at the end of the tax year If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain on Schedule O.		
1a	26		
b	Enter the number of voting members included on line 1a, above, who are independent		
1b	26		
2	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?		X
3	Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, trustees, or key employees to a management company or other person?		X
4	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?		X
5	Did the organization become aware during the year of a significant diversion of the organization's assets?		X
6	Did the organization have members or stockholders?		X
7a	Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?		X
b	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?		X
7b			
8	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:		
a	The governing body?	X	
8a			
b	Each committee with authority to act on behalf of the governing body?	X	
8b			
9	Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses on Schedule O		X
9			

**Section B. Policies** (This Section B requests information about policies not required by the Internal Revenue Code.)

		Yes	No
10a	Did the organization have local chapters, branches, or affiliates?		X
b	If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?		
10b			
11a	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?	X	
b	Describe in Schedule O the process, if any, used by the organization to review this Form 990.		
11a			
12a	Did the organization have a written conflict of interest policy? If "No," go to line 13	X	
12a			
b	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	X	
12b			
c	Did the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes," describe in Schedule O how this was done	X	
12c			
13	Did the organization have a written whistleblower policy?	X	
13			
14	Did the organization have a written document retention and destruction policy?	X	
14			
15	Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?		
a	The organization's CEO, Executive Director, or top management official	X	
15a			
b	Other officers or key employees of the organization If "Yes" to line 15a or 15b, describe the process in Schedule O (see instructions).	X	
15b			
16a	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?		X
16a			
b	If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?		
16b			

**Section C. Disclosure**

- 17 List the states with which a copy of this Form 990 is required to be filed **FL**
- 18 Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A, if applicable), 990, and 990-T (Section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.  
 Own website  Another's website  Upon request  Other (explain on Schedule O)
- 19 Describe on Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.
- 20 State the name, address, and telephone number of the person who possesses the organization's books and records **►**  
**MERITA KAFEXHIU** **2536 COUNTRYSIDE BLVD SUITE 500**  
**CLEARWATER** **FL 33763** **727-548-1439**

**Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors**

Check if Schedule O contains a response or note to any line in this Part VII

**Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees**

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See instructions for definition of "key employee."
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than \$100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations. See instructions for the order in which to list the persons above.

Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) <b>ELLIOT STERN</b>	1.00									
ACTING CHAIR	0.00	X					0	0	0	
(2) <b>VICTOR LUCAS</b>	1.00									
TREASURER	0.00	X					0	0	0	
(3) <b>JACK GELLER</b>	1.00									
VICE CHAIR	0.00	X					0	0	0	
(4) <b>FAITH BORNOFF</b>	1.00									
BOARD MEMBER	0.00	X					0	0	0	
(5) <b>JENNIFER BRACKNEY</b>	1.00									
BOARD MEMBER	0.00	X					0	0	0	
(6) <b>JOSH DRECHSEL</b>	1.00									
BOARD MEMBER	0.00	X					0	0	0	
(7) <b>MICHAEL FEENEY</b>	1.00									
BOARD MEMBER	0.00	X					0	0	0	
(8) <b>CELESTE FERNANDEZ</b>	1.00									
BOARD MEMBER	0.00	X					0	0	0	
(9) <b>HARRY FOGLE</b>	1.00									
BOARD MEMBER	0.00	X					0	0	0	
(10) <b>RAY HENSLEY</b>	1.00									
BOARD MEMBER	0.00	X					0	0	0	
(11) <b>JESSICA HOOPER</b>	1.00									
BOARD MEMBER	0.00	X					0	0	0	

**Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees (continued)**

(A) Name and title	(B) Average hours per week per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(12) <b>FIDEL JOHNSON</b>	1.00									
BOARD MEMBER	0.00	X					0	0	0	
(13) <b>SUSAN JOHNSON</b>	1.00									
BOARD MEMBER	0.00	X					0	0	0	
(14) <b>JEFF KOSTIHA</b>	1.00									
BOARD MEMBER	0.00	X					0	0	0	
(15) <b>JACKIE LANG</b>	1.00									
BOARD MEMBER	0.00	X					0	0	0	
(16) <b>ERIC LYNN</b>	1.00									
BOARD MEMBER	0.00	X					0	0	0	
(17) <b>PAULA MACDONALD</b>	1.00									
BOARD MEMBER	0.00	X					0	0	0	
(18) <b>SANDRA HOPKINS</b>	1.00									
BOARD MEMBER	0.00	X					0	0	0	
(19) <b>ANNE RYAN</b>	1.00									
BOARD MEMBER	0.00	X					0	0	0	
<b>1b Subtotal</b>										
<b>c Total from continuation sheets to Part VII, Section A</b>							<b>378,833</b>			
<b>d Total (add lines 1b and 1c)</b>							<b>378,833</b>			

**2** Total number of individuals (including but not limited to those listed above) who received more than \$100,000 of reportable compensation from the organization **▶ 2**

	Yes	No
<b>3</b> Did the organization list any <b>former</b> officer, director, trustee, key employee, or highest compensated employee on line 1a? <i>If "Yes," complete Schedule J for such individual</i>		<b>X</b>
<b>4</b> For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? <i>If "Yes," complete Schedule J for such individual</i>		<b>X</b>
<b>5</b> Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? <i>If "Yes," complete Schedule J for such person</i>		<b>X</b>

**Section B. Independent Contractors**

**1** Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation

**2** Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 of compensation from the organization **▶ 0**

**Part VIII Statement of Revenue**

Check if Schedule O contains a response or note to any line in this Part VIII

		(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512-514	
<b>Contributions, Gifts, Grants and Other Similar Amounts</b>	<b>1a</b> Federated campaigns	<b>1a</b>				
	<b>b</b> Membership dues	<b>1b</b>				
	<b>c</b> Fundraising events	<b>1c</b>				
	<b>d</b> Related organizations	<b>1d</b>				
	<b>e</b> Government grants (contributions)	<b>1e</b>	66,362,409			
	<b>f</b> All other contributions, gifts, grants, and similar amounts not included above	<b>1f</b>	2,369,583			
	<b>g</b> Noncash contributions included in lines 1a-1f	<b>1g</b>	\$ 4,000			
	<b>h Total.</b> Add lines 1a-1f		68,731,992			
<b>Program Service Revenue</b>	<b>2a</b> .....	Business Code				
	<b>b</b> .....					
	<b>c</b> .....					
	<b>d</b> .....					
	<b>e</b> .....					
	<b>f</b> All other program service revenue					
	<b>g Total.</b> Add lines 2a-2f					
<b>Other Revenue</b>	<b>3</b> Investment income (including dividends, interest, and other similar amounts)					
	<b>4</b> Income from investment of tax-exempt bond proceeds					
	<b>5</b> Royalties					
	<b>6a</b> Gross rents	<b>6a</b>	(i) Real			
			(ii) Personal			
	<b>b</b> Less: rental expenses	<b>6b</b>				
	<b>c</b> Rental inc. or (loss)	<b>6c</b>				
	<b>d</b> Net rental income or (loss)					
	<b>7a</b> Gross amount from sales of assets other than inventory	<b>7a</b>	(i) Securities			
			(ii) Other			
	<b>b</b> Less: cost or other basis and sales exps.	<b>7b</b>				
	<b>c</b> Gain or (loss)	<b>7c</b>				
	<b>d</b> Net gain or (loss)					
<b>8a</b> Gross income from fundraising events (not including \$ of contributions reported on line 1c). See Part IV, line 18	<b>8a</b>					
<b>b</b> Less: direct expenses	<b>8b</b>					
<b>c</b> Net income or (loss) from fundraising events						
<b>9a</b> Gross income from gaming activities. See Part IV, line 19	<b>9a</b>					
<b>b</b> Less: direct expenses	<b>9b</b>					
<b>c</b> Net income or (loss) from gaming activities						
<b>10a</b> Gross sales of inventory, less returns and allowances	<b>10a</b>					
<b>b</b> Less: cost of goods sold	<b>10b</b>					
<b>c</b> Net income or (loss) from sales of inventory						
<b>Miscellaneous Revenue</b>	<b>11a</b> .....	Business Code				
	<b>b</b> .....					
	<b>c</b> .....					
	<b>d</b> All other revenue					
	<b>e Total.</b> Add lines 11a-11d					
<b>12 Total revenue.</b> See instructions		68,731,992	0	0	0	



**Part IX Statement of Functional Expenses**

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX

**Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.**

	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21				
2 Grants and other assistance to domestic individuals. See Part IV, line 22	101,763	101,763		
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees	378,833	279,920	98,913	
6 Compensation not included above to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages	5,186,883	3,832,582	1,354,301	
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
9 Other employee benefits				
10 Payroll taxes				
11 Fees for services (nonemployees):				
a Management	196,856	83,161	113,695	
b Legal	42,602	3,557	39,045	
c Accounting				
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees				
g Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Schedule O.)				
12 Advertising and promotion	21,512	21,512		
13 Office expenses	94,277	72,997	21,280	
14 Information technology				
15 Royalties				
16 Occupancy	388,378	254,152	134,226	
17 Travel	10,217	7,048	3,169	
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings				
20 Interest				
21 Payments to affiliates				
22 Depreciation, depletion, and amortization	6,103	6,103		
23 Insurance	39,483		39,483	
24 Other expenses. Itemize expenses not covered above (List miscellaneous expenses on line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a <b>DIRECT PROVIDER EXPENSES</b>	<b>62,097,311</b>	<b>62,097,311</b>		
b <b>COMMUNICATIONS</b>	<b>58,611</b>	<b>41,586</b>	<b>17,025</b>	
c <b>DUES &amp; SUBSCRIPTIONS</b>	<b>31,903</b>	<b>17,278</b>	<b>14,625</b>	
d <b>POSTAGE</b>	<b>27,357</b>	<b>25,803</b>	<b>1,554</b>	
e All other expenses	10,857	10,337	520	
<b>25 Total functional expenses.</b> Add lines 1 through 24e	<b>68,692,946</b>	<b>66,855,110</b>	<b>1,837,836</b>	<b>0</b>
26 <b>Joint costs.</b> Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here <input type="checkbox"/> if following SOP 98-2 (ASC 958-720)				

**Part X Balance Sheet**

Check if Schedule O contains a response or note to any line in this Part X

		(A) Beginning of year		(B) End of year
<b>Assets</b>	1 Cash—non-interest-bearing	3,975,542	1	4,561,921
	2 Savings and temporary cash investments		2	
	3 Pledges and grants receivable, net	7,496,566	3	3,106,722
	4 Accounts receivable, net		4	
	5 Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		5	
	6 Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B)		6	
	7 Notes and loans receivable, net		7	
	8 Inventories for sale or use		8	
	9 Prepaid expenses and deferred charges	77,682	9	43,593
	10a Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a 153,340		
	b Less: accumulated depreciation	10b 152,549	6,894	10c 791
	11 Investments—publicly traded securities		11	
	12 Investments—other securities. See Part IV, line 11		12	
	13 Investments—program-related. See Part IV, line 11		13	
	14 Intangible assets		14	
	15 Other assets. See Part IV, line 11		15	
16 <b>Total assets.</b> Add lines 1 through 15 (must equal line 33)		11,556,684	16	7,713,027
<b>Liabilities</b>	17 Accounts payable and accrued expenses	10,993,228	17	7,105,263
	18 Grants payable		18	
	19 Deferred revenue	184,516	19	189,778
	20 Tax-exempt bond liabilities		20	
	21 Escrow or custodial account liability. Complete Part IV of Schedule D		21	
	22 Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		22	
	23 Secured mortgages and notes payable to unrelated third parties		23	
	24 Unsecured notes and loans payable to unrelated third parties		24	
	25 Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D		25	
	26 <b>Total liabilities.</b> Add lines 17 through 25		11,177,744	26
<b>Net Assets or Fund Balances</b>	Organizations that follow FASB ASC 958, check here <input checked="" type="checkbox"/> and complete lines 27, 28, 32, and 33.			
	27 Net assets without donor restrictions	378,940	27	417,986
	28 Net assets with donor restrictions		28	
	Organizations that do not follow FASB ASC 958, check here <input type="checkbox"/> and complete lines 29 through 33.			
	29 Capital stock or trust principal, or current funds		29	
	30 Paid-in or capital surplus, or land, building, or equipment fund		30	
	31 Retained earnings, endowment, accumulated income, or other funds		31	
	32 <b>Total net assets or fund balances</b>	378,940	32	417,986
33 <b>Total liabilities and net assets/fund balances</b>	11,556,684	33	7,713,027	

**Part XI Reconciliation of Net Assets**

Check if Schedule O contains a response or note to any line in this Part XI

1	Total revenue (must equal Part VIII, column (A), line 12)	1	68,731,992
2	Total expenses (must equal Part IX, column (A), line 25)	2	68,692,946
3	Revenue less expenses. Subtract line 2 from line 1	3	39,046
4	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	4	378,940
5	Net unrealized gains (losses) on investments	5	
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain on Schedule O)	9	
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	10	417,986

**Part XII Financial Statements and Reporting**

Check if Schedule O contains a response or note to any line in this Part XII

	Yes	No
1 Accounting method used to prepare the Form 990: <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Accrual <input type="checkbox"/> Other _____ If the organization changed its method of accounting from a prior year or checked "Other," explain in Schedule O.		
2a Were the organization's financial statements compiled or reviewed by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both: <input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis		X
b Were the organization's financial statements audited by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both: <input checked="" type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis	X	
c If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? If the organization changed either its oversight process or selection process during the tax year, explain on Schedule O.	X	
3a As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133?	X	
b If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why on Schedule O and describe any steps taken to undergo such audits	X	

**Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees (continued)**

(A) Name and title	(B) Average hours per week per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(20) <b>COMM. KATHLEEN PETERS</b>	1.00									
BOARD MEMBER	0.00	X					0	0	0	
(21) <b>SUSAN ROLSTON</b>	1.00									
BOARD MEMBER	0.00	X					0	0	0	
(22) <b>CINDY SELETOS</b>	1.00									
BOARD MEMBER	0.00	X					0	0	0	
(23) <b>TREVOR PETTIFORD</b>	1.00									
BOARD MEMBER	0.00	X					0	0	0	
(24) <b>MAJ. DAVID DALTON</b>	1.00									
BOARD MEMBER	0.00	X					0	0	0	
(25) <b>LASHONDA WATSON-CLARK</b>	1.00									
BOARD MEMBER	0.00	X					0	0	0	
(26) <b>JULIE MASTRY</b>	1.00									
CPO	0.00	X					106,447	0	0	
(27) <b>MERITA KAFEXHUI</b>	45.00									
CFO	0.00		X				131,268	0	0	
<b>1b Subtotal</b>							<b>237,715</b>			
<b>c Total from continuation sheets to Part VII, Section A</b>										
<b>d Total (add lines 1b and 1c)</b>										

2 Total number of individuals (including but not limited to those listed above) who received more than \$100,000 of reportable compensation from the organization ▶

	Yes	No
3 Did the organization list any former officer, director, trustee, key employee, or highest compensated employee on line 1a? If "Yes," complete Schedule J for such individual	3	
4 For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? If "Yes," complete Schedule J for such individual	4	
5 Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? If "Yes," complete Schedule J for such person	5	

**Section B. Independent Contractors**

1 Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation

2 Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 of compensation from the organization ▶



**SCHEDULE A**  
**(Form 990 or 990-EZ)**

Department of the Treasury  
Internal Revenue Service

**Public Charity Status and Public Support**

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.

▶ Attach to Form 990 or Form 990-EZ.

▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

OMB No. 1545-0047

**2020**

Open to Public  
Inspection

Name of the organization **EARLY LEARNING COALITION OF PINELLAS COUNTY, INC** Employer identification number **59-3726679**

**Part I Reason for Public Charity Status.** (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

- 1  A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i).**
- 2  A school described in **section 170(b)(1)(A)(ii).** (Attach Schedule E (Form 990 or 990-EZ).)
- 3  A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii).**
- 4  A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii).** Enter the hospital's name, city, and state: .....
- 5  An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv).** (Complete Part II.)
- 6  A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v).**
- 7  An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi).** (Complete Part II.)
- 8  A community trust described in **section 170(b)(1)(A)(vi).** (Complete Part II.)
- 9  An agricultural research organization described in **section 170(b)(1)(A)(ix)** operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university: .....
- 10  An organization that normally receives: (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions, subject to certain exceptions; and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2).** (Complete Part III.)
- 11  An organization organized and operated exclusively to test for public safety. See **section 509(a)(4).**
- 12  An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2).** See **section 509(a)(3).** Check the box in lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.
  - a  **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. **You must complete Part IV, Sections A and B.**
  - b  **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). **You must complete Part IV, Sections A and C.**
  - c  **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). **You must complete Part IV, Sections A, D, and E.**
  - d  **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). **You must complete Part IV, Sections A and D, and Part V.**
  - e  Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.
  - f Enter the number of supported organizations
  - g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1-10 above (see instructions))	(iv) Is the organization listed in your governing document?		(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
			Yes	No		
(A)						
(B)						
(C)						
(D)						
(E)						
<b>Total</b>						

For Paperwork Reduction Act Notice, see the Instructions for Form 990 or 990-EZ.

Schedule A (Form 990 or 990-EZ) 2020

Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)
(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Table with 7 columns: Calendar year (or fiscal year beginning in), (a) 2016, (b) 2017, (c) 2018, (d) 2019, (e) 2020, (f) Total. Rows include: 1 Gifts, grants, contributions, and membership fees received; 2 Tax revenues levied for the organization's benefit; 3 The value of services or facilities furnished by a governmental unit; 4 Total. Add lines 1 through 3; 5 The portion of total contributions by each person; 6 Public support. Subtract line 5 from line 4.

Section B. Total Support

Table with 7 columns: Calendar year (or fiscal year beginning in), (a) 2016, (b) 2017, (c) 2018, (d) 2019, (e) 2020, (f) Total. Rows include: 7 Amounts from line 4; 8 Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources; 9 Net income from unrelated business activities; 10 Other income. Do not include gain or loss from the sale of capital assets; 11 Total support. Add lines 7 through 10.

12 Gross receipts from related activities, etc. (see instructions) 12
13 First 5 years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here

Section C. Computation of Public Support Percentage

Table with 2 columns: Line number, Percentage. Rows include: 14 Public support percentage for 2020 (line 6, column (f) divided by line 11, column (f)) 14 100.00%; 15 Public support percentage from 2019 Schedule A, Part II, line 14 15 100.00%; 16a 33 1/3% support test—2020; 16b 33 1/3% support test—2019; 17a 10%-facts-and-circumstances test—2020; 17b 10%-facts-and-circumstances test—2019; 18 Private foundation.



Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Table with 7 columns: (a) 2016, (b) 2017, (c) 2018, (d) 2019, (e) 2020, (f) Total. Rows include: 1 Gifts, grants, contributions, and membership fees received; 2 Gross receipts from admissions, merchandise sold or services performed; 3 Gross receipts from activities that are not an unrelated trade or business; 4 Tax revenues levied for the organization's benefit; 5 The value of services or facilities furnished by a governmental unit; 6 Total; 7a Amounts included on lines 1, 2, and 3 received from disqualified persons; 7b Amounts included on lines 2 and 3 received from other than disqualified persons; 7c Add lines 7a and 7b; 8 Public support.

Section B. Total Support

Table with 7 columns: (a) 2016, (b) 2017, (c) 2018, (d) 2019, (e) 2020, (f) Total. Rows include: 9 Amounts from line 6; 10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources; 10b Unrelated business taxable income; 10c Add lines 10a and 10b; 11 Net income from unrelated business activities; 12 Other income; 13 Total support.

14 First 5 years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here

Section C. Computation of Public Support Percentage

Table with 2 columns: Percentage, % . Rows include: 15 Public support percentage for 2020; 16 Public support percentage from 2019 Schedule A, Part III, line 15

Section D. Computation of Investment Income Percentage

Table with 2 columns: Percentage, % . Rows include: 17 Investment income percentage for 2020; 18 Investment income percentage from 2019 Schedule A, Part III, line 17

19a 33 1/3% support tests—2020. If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and stop here.

b 33 1/3% support tests—2019. If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and stop here.

20 Private foundation. If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions

**Part IV Supporting Organizations**

(Complete only if you checked a box in line 12 on Part I. If you checked box 12a, Part I, complete Sections A and B. If you checked box 12b, Part I, complete Sections A and C. If you checked box 12c, Part I, complete Sections A, D, and E. If you checked box 12d, Part I, complete Sections A and D, and complete Part V.)

**Section A. All Supporting Organizations**

		Yes	No
1	Are all of the organization's supported organizations listed by name in the organization's governing documents? If "No," describe in <b>Part VI</b> how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.		
2	Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? If "Yes," explain in <b>Part VI</b> how the organization determined that the supported organization was described in section 509(a)(1) or (2).		
3a	Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? If "Yes," answer lines 3b and 3c below.		
b	Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? If "Yes," describe in <b>Part VI</b> when and how the organization made the determination.		
c	Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? If "Yes," explain in <b>Part VI</b> what controls the organization put in place to ensure such use.		
4a	Was any supported organization not organized in the United States ("foreign supported organization")? If "Yes," and if you checked 12a or 12b in Part I, answer (b) and (c) below.		
b	Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? If "Yes," describe in <b>Part VI</b> how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.		
c	Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? If "Yes," explain in <b>Part VI</b> what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.		
5a	Did the organization add, substitute, or remove any supported organizations during the tax year? If "Yes," answer lines 5b and 5c below (if applicable). Also, provide detail in <b>Part VI</b> , including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).		
b	<b>Type I or Type II only.</b> Was any added or substituted supported organization part of a class already designated in the organization's organizing document?		
c	<b>Substitutions only.</b> Was the substitution the result of an event beyond the organization's control?		
6	Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? If "Yes," provide detail in <b>Part VI</b> .		
7	Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (as defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).		
8	Did the organization make a loan to a disqualified person (as defined in section 4958) not described in line 7? If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).		
9a	Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons, as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? If "Yes," provide detail in <b>Part VI</b> .		
b	Did one or more disqualified persons (as defined in line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? If "Yes," provide detail in <b>Part VI</b> .		
c	Did a disqualified person (as defined in line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? If "Yes," provide detail in <b>Part VI</b> .		
10a	Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? If "Yes," answer line 10b below.		
b	Did the organization have any excess business holdings in the tax year? (Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)		

Part IV Supporting Organizations (continued)

Table with 3 columns: Question, Yes, No. Row 11: Has the organization accepted a gift or contribution from any of the following persons? Sub-rows 11a, 11b, 11c.

Section B. Type I Supporting Organizations

Table with 3 columns: Question, Yes, No. Row 1: Did the governing body, members of the governing body, officers acting in their official capacity, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's officers, directors, or trustees at all times during the tax year? Row 2: Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization?

Section C. Type II Supporting Organizations

Table with 3 columns: Question, Yes, No. Row 1: Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)?

Section D. All Type III Supporting Organizations

Table with 3 columns: Question, Yes, No. Row 1: Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided? Row 2: Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? Row 3: By reason of the relationship described in line 2, above, did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year?

Section E. Type III Functionally-Integrated Supporting Organizations

Table with 3 columns: Question, Yes, No. Row 1: Check the box next to the method that the organization used to satisfy the Integral Part Test during the year. Sub-rows a, b, c. Row 2: Activities Test. Answer lines 2a and 2b below. Sub-rows a, b. Row 3: Parent of Supported Organizations. Answer lines 3a and 3b below. Sub-rows a, b.

**Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations**

1  Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (explain in Part VI). See instructions. All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A – Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1	Net short-term capital gain	1	
2	Recoveries of prior-year distributions	2	
3	Other gross income (see instructions)	3	
4	Add lines 1 through 3.	4	
5	Depreciation and depletion	5	
6	Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6	
7	Other expenses (see instructions)	7	
8	<b>Adjusted Net Income</b> (subtract lines 5, 6, and 7 from line 4)	8	

Section B – Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1 Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):			
a	Average monthly value of securities	1a	
b	Average monthly cash balances	1b	
c	Fair market value of other non-exempt-use assets	1c	
d	<b>Total</b> (add lines 1a, 1b, and 1c)	1d	
e <b>Discount</b> claimed for blockage or other factors (explain in detail in Part VI):			
2	Acquisition indebtedness applicable to non-exempt-use assets	2	
3	Subtract line 2 from line 1d.	3	
4	Cash deemed held for exempt use. Enter 0.015 of line 3 (for greater amount, see instructions).	4	
5	Net value of non-exempt-use assets (subtract line 4 from line 3)	5	
6	Multiply line 5 by 0.035.	6	
7	Recoveries of prior-year distributions	7	
8	<b>Minimum Asset Amount</b> (add line 7 to line 6)	8	

Section C – Distributable Amount			Current Year
1	Adjusted net income for prior year (from Section A, line 8, column A)	1	
2	Enter 0.85 of line 1.	2	
3	Minimum asset amount for prior year (from Section B, line 8, column A)	3	
4	Enter greater of line 2 or line 3.	4	
5	Income tax imposed in prior year	5	
6	<b>Distributable Amount.</b> Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	6	

7  Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).







**Schedule B**  
(Form 990, 990-EZ,  
or 990-PF)  
Department of the Treasury  
Internal Revenue Service

**Schedule of Contributors**

OMB No. 1545-0047

**2020**

▶ Attach to Form 990, Form 990-EZ, or Form 990-PF.  
▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for the latest information.

Name of the organization

Employer identification number

**EARLY LEARNING COALITION OF  
PINELLAS COUNTY, INC**

**59-3726679**

Organization type (check one):

Filers of:

Section:

Form 990 or 990-EZ

501(c)( 3 ) (enter number) organization

4947(a)(1) nonexempt charitable trust **not** treated as a private foundation

527 political organization

Form 990-PF

501(c)(3) exempt private foundation

4947(a)(1) nonexempt charitable trust treated as a private foundation

501(c)(3) taxable private foundation

Check if your organization is covered by the **General Rule** or a **Special Rule**.

**Note:** Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.

**General Rule**

For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, contributions totaling \$5,000 or more (in money or property) from any one contributor. Complete Parts I and II. See instructions for determining a contributor's total contributions.

**Special Rules**

For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33<sup>1</sup>/<sub>3</sub>% support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990 or 990-EZ), Part II, line 13, 16a, or 16b, and that received from any one contributor, during the year, total contributions of the greater of (1) \$5,000; or (2) 2% of the amount on (i) Form 990, Part VIII, line 1h; or (ii) Form 990-EZ, line 1. Complete Parts I and II.

For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than \$1,000 *exclusively* for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals. Complete Parts I (entering "N/A" in column (b) instead of the contributor name and address), II, and III.

For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions *exclusively* for religious, charitable, etc., purposes, but no such contributions totaled more than \$1,000. If this box is checked, enter here the total contributions that were received during the year for an *exclusively* religious, charitable, etc., purpose. Don't complete any of the parts unless the **General Rule** applies to this organization because it received *nonexclusively* religious, charitable, etc., contributions totaling \$5,000 or more during the year ..... ▶ \$ .....

**Caution:** An organization that isn't covered by the General Rule and/or the Special Rules doesn't file Schedule B (Form 990, 990-EZ, or 990-PF), but it **must** answer "No" on Part IV, line 2, of its Form 990; or check the box on line H of its Form 990-EZ or on its Form 990-PF, Part I, line 2, to certify that it doesn't meet the filing requirements of Schedule B (Form 990, 990-EZ, or 990-PF).

Name of organization

**EARLY LEARNING COALITION OF**

Employer identification number

**59-3726679**

**Part I Contributors** (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
1	U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES 200 INDEPENDENCE AVENUE, S.W. WASHINGTON DC 20201	\$ 54,764,155	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
2	FLORIDA DEPARTMENT OF EDUCATION 325 WEST GAINES STREET TURLINGTON BUILDING, SUITE 1514 TALLAHASSEE FL 32399	\$ 11,601,383	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$ .....	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$ .....	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$ .....	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$ .....	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

SCHEDULE D (Form 990)

Department of the Treasury Internal Revenue Service

Supplemental Financial Statements

Complete if the organization answered "Yes" on Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b. Attach to Form 990.

Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2020

Open to Public Inspection

Name of the organization

Employer identification number

EARLY LEARNING COALITION OF PINELLAS COUNTY, INC

59-3726679

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts. Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

Table with 2 columns: (a) Donor advised funds, (b) Funds and other accounts. Rows include: 1 Total number at end of year, 2 Aggregate value of contributions to (during year), 3 Aggregate value of grants from (during year), 4 Aggregate value at end of year, 5 Did the organization inform all donors... Yes No, 6 Did the organization inform all grantees... Yes No.

Part II Conservation Easements. Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

Table with 2 columns: Description, Held at the End of the Tax Year. Rows include: 1 Purpose(s) of conservation easements, 2 Complete lines 2a through 2d if the organization held a qualified conservation contribution, 3 Number of conservation easements modified, 4 Number of states where property subject to conservation easement is located, 5 Does the organization have a written policy..., 6 Staff and volunteer hours..., 7 Amount of expenses..., 8 Does each conservation easement..., 9 In Part XIII, describe how the organization reports conservation easements.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets. Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

Table with 2 columns: Description, Amount. Rows include: 1a If the organization elected, as permitted under FASB ASC 958, not to report..., 1b If the organization elected, as permitted under FASB ASC 958, to report..., 2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain...

**Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets** (continued)

- 3 Using the organization's acquisition, accession, and other records, check any of the following that make significant use of its collection items (check all that apply):
- a  Public exhibition
  - b  Scholarly research
  - c  Preservation for future generations
  - d  Loan or exchange program
  - e  Other .....
- 4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.
- 5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection?  Yes  No

**Part IV Escrow and Custodial Arrangements.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

- 1a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X?  Yes  No
- b If "Yes," explain the arrangement in Part XIII and complete the following table:
- |                                       | Amount |
|---------------------------------------|--------|
| c Beginning balance .....             | 1c     |
| d Additions during the year .....     | 1d     |
| e Distributions during the year ..... | 1e     |
| f Ending balance .....                | 1f     |
- 2a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability?  Yes  No
- b If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided on Part XIII  Yes  No

**Part V Endowment Funds.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1a Beginning of year balance .....					
b Contributions .....					
c Net investment earnings, gains, and losses .....					
d Grants or scholarships .....					
e Other expenditures for facilities and programs .....					
f Administrative expenses .....					
g End of year balance .....					

- 2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:
- a Board designated or quasi-endowment ▶ ..... %
  - b Permanent endowment ▶ ..... %
  - c Term endowment ▶ ..... %
- The percentages on lines 2a, 2b, and 2c should equal 100%.
- 3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:
- |  | Yes    | No |
|--|--------|----|
| (i) Unrelated organizations .....  | 3a(i)  |    |
| (ii) Related organizations .....   | 3a(ii) |    |
| b If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R? ..... | 3b     |    |
- 4 Describe in Part XIII the intended uses of the organization's endowment funds.

**Part VI Land, Buildings, and Equipment.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land .....				
b Buildings .....				
c Leasehold improvements .....				
d Equipment .....		153,340	152,549	791
e Other .....				
<b>Total.</b> Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, column (B), line 10c.) ▶				<b>791</b>

**Part VII Investments - Other Securities.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely held equity interests		
(3) Other		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
<b>Total.</b> (Column (b) must equal Form 990, Part X, col. (B) line 12.)		

**Part VIII Investments - Program Related.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
<b>Total.</b> (Column (b) must equal Form 990, Part X, col. (B) line 13.)		

**Part IX Other Assets.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1)	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
<b>Total.</b> (Column (b) must equal Form 990, Part X, col. (B) line 15.)	

**Part X Other Liabilities.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Book value
(1) Federal income taxes	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
<b>Total.</b> (Column (b) must equal Form 990, Part X, col. (B) line 25.)	

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FASB ASC 740. Check here if the text of the footnote has been provided in Part XIII

**Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total revenue, gains, and other support per audited financial statements		1	68,731,992
2	Amounts included on line 1 but not on Form 990, Part VIII, line 12:			
	a Net unrealized gains (losses) on investments	2a		
	b Donated services and use of facilities	2b		
	c Recoveries of prior year grants	2c		
	d Other (Describe in Part XIII.)	2d		
	e Add lines 2a through 2d		2e	
3	Subtract line 2e from line 1		3	68,731,992
4	Amounts included on Form 990, Part VIII, line 12, but not on line 1:			
	a Investment expenses not included on Form 990, Part VIII, line 7b	4a		
	b Other (Describe in Part XIII.)	4b		
	c Add lines 4a and 4b		4c	
5	Total revenue. Add lines 3 and 4c. (This must equal Form 990, Part I, line 12.)		5	68,731,992

**Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total expenses and losses per audited financial statements		1	68,692,946
2	Amounts included on line 1 but not on Form 990, Part IX, line 25:			
	a Donated services and use of facilities	2a		
	b Prior year adjustments	2b		
	c Other losses	2c		
	d Other (Describe in Part XIII.)	2d		
	e Add lines 2a through 2d		2e	
3	Subtract line 2e from line 1		3	68,692,946
4	Amounts included on Form 990, Part IX, line 25, but not on line 1:			
	a Investment expenses not included on Form 990, Part VIII, line 7b	4a		
	b Other (Describe in Part XIII.)	4b		
	c Add lines 4a and 4b		4c	
5	Total expenses. Add lines 3 and 4c. (This must equal Form 990, Part I, line 18.)		5	68,692,946

**Part XIII Supplemental Information.**

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

**PART X - FIN 48 FOOTNOTE**

THE COALITION IS EXEMPT FROM INCOME TAX UNDER SECTION 501(C) (3) OF THE INTERNATL REVENUE CODE; THEREFORE NO INCOME TAX PROVISION IS REQUIRED IN THE ACCOMPANYING FINANCIAL STATEMENTS.

MANAGEMENT HAS ANALYZED ITS VARIOUS FEDERAL AND STATE FILING POSITIONS AND BELIEVES THAT ITS INCOME TAX FILING POSITIONS AND DEDUCTIONS ARE WELL DOCUMENTED AND SUPPORTED, AND THAT NO ACCRUALS FOR TAX LIABILITIES ARE NECESSARY. THEREFORE, NO RESERVES FOR UNCERTAIN INCOME TAX POSITIONS HAVE BEEN RECORDED.





**SCHEDULE I  
(Form 990)**

**Grants and Other Assistance to Organizations,  
Governments, and Individuals in the United States**

Complete if the organization answered "Yes" on Form 990, Part IV, line 21 or 22.

▶ Attach to Form 990.

▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for the latest information.

OMB No. 1545-0047

**2020**

**Open to Public  
Inspection**

Department of the Treasury  
Internal Revenue Service

Name of the organization

**EARLY LEARNING COALITION OF  
PINELLAS COUNTY, INC**

Employer identification number

**59-3726679**

**Part I  
General Information on Grants and Assistance**

**1** Does the organization maintain records to substantiate the amount of the grants or assistance, the grantees' eligibility for the grants or assistance, and the selection criteria used to award the grants or assistance?  Yes  No

**2** Describe in Part IV the organization's procedures for monitoring the use of grant funds in the United States.

**Part II  
Grants and Other Assistance to Domestic Organizations and Domestic Governments. Complete if the organization answered "Yes" on Form 990, Part IV, line 21, for any recipient that received more than \$5,000. Part II can be duplicated if additional space is needed.**

	(a) Name and address of organization or government	(b) EIN	(c) IRC section (if applicable)	(d) Amount of cash grant	(e) Amount of non-cash assistance	(f) Method of valuation (book, FMV, appraisal, other)	(g) Description of non-cash assistance	(h) Purpose of grant or assistance
(1)								
(2)								
(3)								
(4)								
(5)								
(6)								
(7)								
(8)								
(9)								

**2** Enter total number of section 501(c)(3) and government organizations listed in the line 1 table

**3** Enter total number of other organizations listed in the line 1 table

For Paperwork Reduction Act Notice, see the Instructions for Form 990.

**Part III Grants and Other Assistance to Domestic Individuals.** Complete if the organization answered "Yes" on Form 990, Part IV, line 22.  
Part III can be duplicated if additional space is needed.

<b>(a)</b> Type of grant or assistance	<b>(b)</b> Number of recipients	<b>(c)</b> Amount of cash grant	<b>(d)</b> Amount of noncash assistance	<b>(e)</b> Method of valuation (book, FMV, appraisal, other)	<b>(f)</b> Description of noncash assistance
1 SR - SCHOLARSHIPS		23,485			
2 OTHER - SCHOLARSHIPS		78,278			
3					
4					
5					
6					
7					

**Part IV Supplemental Information.** Provide the information required in Part I, line 2; Part III, column (b); and any other additional information.

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**SCHEDULE O**  
(Form 990 or 990-EZ)

Department of the Treasury  
Internal Revenue Service

**Supplemental Information to Form 990 or 990-EZ**

Complete to provide information for responses to specific questions on  
Form 990 or 990-EZ or to provide any additional information.

▶ Attach to Form 990 or 990-EZ.

▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for the latest information.

OMB No. 1545-0047

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Open to Public  
Inspection

Name of the organization **EARLY LEARNING COALITION OF  
PINELLAS COUNTY, INC**

Employer identification number  
**59-3726679**

**FORM 990, PART III, LINE 4A - FIRST ACCOMPLISHMENT**

SCHOOL READINESS (SR) PROGRAM: THE ELC'S SCHOOL READINESS PROGRAM PROVIDES THE ELEMENTS NECESSARY TO PREPARE AT-RISK CHILDREN FOR SCHOOL, INCLUDING HEALTH SCREENINGS/REFERRALS AND AN APPROPRIATE EDUCATIONAL PROGRAM. SR SERVICES ARE PROVIDED ON A FULL DAY, FULL-YEAR, AND FULL-CHOICE BASIS TO THE EXTENT POSSIBLE IN ORDER TO ENABLE PARENTS TO WORK AND BE FINANCIALLY SELF-SUFFICIENT. THE DELIVERY OF SR PROGRAMS ARE COMPRISED OF CHILD CARE PROVIDERS AND SCHOOL-BASED SITES OPERATED BY PUBLIC AND NONPUBLIC SCHOOLS. SR PROGRAMS ARE FUNDED THROUGH A MIXTURE OF FEDERAL AND STATE FUNDS. DURING THE YEAR 2020-2021, THE COALITION RECEIVED \$40 MILLION IN THE SR FUNDING FROM THE STATE OF FLORIDA. COALITION SERVED AN AVERAGE OF 6,246 CHILDREN PER MONTH IN APPROXIMATELY 400 CHILD CARE PROVIDERS; PRIORITIES WERE GIVEN TO THE CHILDREN IN PRIORITY 1&2 GROUPS; HOWEVER, THE COALITION SERVED ECONOMICALLY ADVANTAGED GROUPS OF CHILDREN AS WELL.

**FORM 990, PART III, LINE 4B - SECOND ACCOMPLISHMENT**

VOLUNTARY PREKINDERGARTEN (VPK) PROGRAM: THE ELC'S VOLUNTARY PREKINDERGARTEN PROGRAM PROVIDES THAT EVERY FOUR-YEAR OLD CHILD IN FLORIDA IS ELIGIBLE FOR A FREE, HIGH QUALITY PREKINDERGARTEN LEARNING OPPORTUNITY THAT SHALL BE VOLUNTARY AND DELIVERED ACCORDING TO PROFESSIONALLY ACCEPTED STANDARDS. THE DELIVERY SYSTEM FOR THE VPK PROGRAM IS COMPRISED OF PRIVATE PREKINDERGARTEN PROVIDERS AND OF SCHOOL-BASED SITES OPERATED BY PUBLIC AND NONPUBLIC SCHOOLS. THE VPK PROGRAM IS FUNDED FULLY WITH STATE GENERAL REVENUE (GR) FUNDS.

THE ALLOWABLE VPK ADMINISTRATIVE, ENROLLMENT, AND MONITORING EXPENSES ARE

Name of the organization

Employer identification number

EARLY LEARNING COALITION OF

59-3726679

LIMITED TO 4.00% OF THE TOTAL SLOT EXPENDITURES. THE SPENDING RATE FOR ADMINISTRATION WAS UNDER THE STATE AND FEDERAL REQUIREMENTS. AT THE END OF JUNE, THE COALITION WAS IN COMPLIANCE WITH THE STATE REQUIREMENT FOR ADMINISTRATION SPENDING RATE FOR VOLUNTARY PRE-KINDERGARTEN PROGRAM. THE COALITION SERVED AN AVERAGE OF 4,379 CHILDREN PER MONTH DURING THE YEAR 2020-2021 AND CONTRACTED WITH APPROXIMATELY 220 VPK PROVIDERS.

FORM 990, PART VI, LINE 11B - ORGANIZATION'S PROCESS TO REVIEW FORM 990 THE FINANCE COMMITTEE WILL REVIEW AND ACCEPT THE FORM 990. AFTER THIS, THE BOARD OF DIRECTORS WILL APPROVE IT.

FORM 990, PART VI, LINE 12C - ENFORCEMENT OF CONFLICTS POLICY NEW PRIVATE SECTOR MEMBERS ARE REQUIRED TO SIGN AN AFFIDAVIT STATING THAT NEITHER "MY FAMILY NOR I MAY EARN AN INCOME FROM THE EARLY EDUCATION AND CHILD CARE INDUSTRY. I HEREBY ACKNOWLEDGE THAT NEITHER MY FAMILY NOR I HAVE EARNED INCOME FROM THE EARLY EDUCATION AND CHILD CARE INDUSTRY SINCE BECOMING A MEMBER OF THE COALITION, AND THAT NEITHER MY FAMILY NOR I WILL EARN INCOME FROM THE EARLY EDUCATION AND CHILD CARE INDUSTRY DURING THE PERIOD OF SERVING AS A MEMBER OF THE COALITION".

IN THE EVENT THAT AN ACTION TAKEN PRESENTS A CONFLICT OF INTEREST FOR A BOARD MEMBER, THE MEMBER MUST DISCLOSE THEIR CONFLICT AND ABSTAIN FROM THE VOTE. ADDITIONALLY, THEY MUST COMPLETE "FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS".

FORM 990, PART VI, LINE 15A - COMPENSATION PROCESS FOR TOP OFFICIAL SALARIES OF EXECUTIVE AND KEY EMPLOYEES ARE REVIEWED AND BENCHMARKED AGAINST THOSE OF OTHER COALITIONS, LIKE-SIZED AREA NON-PROFITS, AND

Name of the organization

Employer identification number

EARLY LEARNING COALITION OF

59-3726679

AVAILABLE RELEVANT PUBLIC SALARY SURVEYS. CEO SALARY IS DETERMINED AND APPROVED BY THE BOARD OF DIRECTORS.

FORM 990, PART VI, LINE 15B - COMPENSATION PROCESS FOR OFFICERS SALARIES OF EXECUTIVE AND KEY EMPLOYEES ARE REVIEWED AND BENCHMARKED AGAINST THOSE OF OTHER COALITIONS, LIKE-SIZED AREA NON-PROFITS, AND AVAILABLE RELEVANT PUBLIC SALARY SURVEYS. CEO SALARY IS DETERMINED AND APPROVED BY THE BOARD OF DIRECTORS.

FORM 990, PART VI, LINE 19 - GOVERNING DOCUMENTS DISCLOSURE EXPLANATION GOVERNING DOCUMENTS ARE MADE AVAILABLE UPON REQUEST.

FORM 990, PART VIII - ADDITIONAL INFORMATION

CCDF - CARES FUNDING \$7,893,651

FIRST RESPONDERS/HEALTH CARE WORKERS DIRECT SERVICES

THE CARES ACT PRIORITIZES SHORT-TERM FUNDING TO PROVIDE SERVICES FOR FIRST RESPONDERS AND HEALTH CARE WORKERS THAT MUST WORK OUTSIDE THE HOME AND WOULD NOT OTHERWISE HAVE CHILD CARE. DEL DEVELOPED A REFERRAL PROGRAM FOR THOSE MEETING THE ELIGIBILITY REQUIREMENTS IN ACCORDANCE WITH 6M-4.200 FOR AT-RISK FAMILIES.

FIRST RESPONDERS/HEALTH CARE WORKERS BONUS GRANT FOR PROVIDERS

EARLY LEARNING/CHILD CARE PROVIDERS AND FAMILY CHILD CARE HOMES SERVING ESSENTIAL WORKERS (AS DETERMINED BY DEL) RECEIVED A MONTHLY BONUS/INCENTIVE OF \$500 PER CHILD, UP TO \$4,000 PER MONTH, FOR A MAXIMUM OF \$12,000 PER PROVIDER LOCATION.

Name of the organization

Employer identification number

EARLY LEARNING COALITION OF

59-3726679

## FEE WAIVERS - SCHOOL READINESS

IN ACCORDANCE WITH DEM ORDER NO. 20-004, ALL PARENT COPAYS WERE WAIVED, REGARDLESS OF INCOME, FOR THE PERIOD FROM APRIL 1, 2020 THROUGH DECEMBER 31, 2020. THE DEL REVIEWED THIS FEE WAIVER EVERY 14 DAYS AND COMMUNICATED ANY UPDATES TO COALITIONS ON A TIMELY BASIS. IN ADDITION, IN ACCORDANCE WITH DEM ORDER NO. 20-004, ALL PARENT COPAYS WERE WAIVED, REGARDLESS OF INCOME, FROM MAY 1, 2021 - JUNE 30, 2021 AND WILL BE PAID FROM CARES ACT FUNDING.

## SUPPORT GRANTS FOR EARLY LEARNING/CHILD CARE PROVIDERS

DURING THE FISCAL YEAR 20/21, THE COALITION RECEIVED ADDITIONAL FUNDING TO SUPPORT CONTRACTED SR AND VPK PROVIDERS, NON-CONTRACTED PROVIDERS, AND PUBLIC AND CHARTER SCHOOLS AS FOLLOWS:

## GRANTS:

PHASE II: HIGH-QUALITY REOPENING SUPPORT GRANTS FOR EARLY LEARNING/CHILD CARE PROVIDERS - COALITION RECEIVED ADDITIONAL FUNDING TO SUPPORT CLOSED SR AND VPK PROVIDERS AND NON-CONTRACTED PROVIDERS THAT WERE CLOSED FOR BUSINESS AS OF APRIL 30, 2020 AND REOPENED AS OF AUGUST 31, 2020 TO ASSIST THEM IN REOPENING DURING THE COVID-19 CRISIS.

## PHASE III: REOPENING SUPPORT GRANTS FOR CONTRACTED EARLY LEARNING/CHILD CARE PROVIDERS

COALITION RECEIVED ADDITIONAL FUNDING TO SUPPORT SR AND VPK PROVIDERS, INCLUDING CONTRACTED PUBLIC/CHARTER SCHOOL PROVIDERS AND CLASS EXEMPT PROVIDERS THAT WERE CLOSED FOR BUSINESS AS OF APRIL 30, 2020 AND REOPENED BY AUGUST 31, 2020, TO ASSIST THEM IN REOPENING DURING THE COVID-19 CRISIS.

Name of the organization

Employer identification number

EARLY LEARNING COALITION OF

59-3726679

PHASE IV: ADDITIONAL SUPPORT GRANTS FOR EARLY LEARNING/CHILD CARE PROVIDERS  
 COALITION RECEIVED ADDITIONAL FUNDING TO SUPPORT PRIVATE EARLY  
 LEARNING/CHILD CARE PROVIDERS AND CONTRACTED SCHOOL DISTRICT PROVIDERS THAT  
 WERE CLASSIFIED AS OPERATIONAL/OPEN ON OCTOBER 15, 2020 AND ARE PROVIDING  
 ON-SITE EARLY LEARNING/CHILD CARE SERVICES ON THE DATE OF APPLICATION, TO  
 ASSIST THEM IN REMAINING OPEN DURING THE COVID-19 CRISIS.

CCDF - CRRSA ACT FUNDED INITIATIVES \$6,093,000

PHASE V: CRRSA SUPPORT GRANTS FOR EARLY LEARNING/CHILD CARE PROVIDERS  
 COALITION RECEIVED ADDITIONAL FUNDING TO SUPPORT PRIVATE EARLY  
 LEARNING/CHILD CARE PROVIDERS AND CONTRACTED SCHOOL DISTRICT PROVIDERS THAT  
 WERE CLASSIFIED AS OPERATIONAL/OPEN ON APRIL 1, 2021 AND ARE PROVIDING ON-  
 SITE EARLY LEARNING/CHILD CARE SERVICES ON THE DATE OF APPLICATION, TO  
 ASSIST THEM IN REMAINING OPEN DURING THE COVID-19 CRISIS. PROVIDER MUST  
 HAVE REMAINED OPEN AND OPERATIONAL, WITH THE EXCEPTION OF TEMPORARY  
 CLOSURES DUE TO COVID-19 OR OTHER TEMPORARY EMERGENCIES.



IRS e-file Signature Authorization for an Exempt Organization

OMB No. 1545-0047

Form 8879-EO

For calendar year 2020, or fiscal year beginning 7/01 2020, and ending 6/30 20 21

2020

Department of the Treasury Internal Revenue Service

Do not send to the IRS. Keep for your records. Go to www.irs.gov/Form8879EO for the latest information.

Name of exempt organization or person subject to tax EARLY LEARNING COALITION OF PINELLAS COUNTY, INC

Taxpayer identification number 59-3726679

Name and title of officer or person subject to tax ELLIOT STERN ACTING CHAIR

Part I Type of Return and Return Information (Whole Dollars Only)

Check the box for the return for which you are using this Form 8879-EO and enter the applicable amount, if any, from the return. If you check the box on line 1a, 2a, 3a, 4a, 5a, 6a, or 7a below, and the amount on that line for the return being filed with this form was blank, then leave line 1b, 2b, 3b, 4b, 5b, 6b, or 7b, whichever is applicable, blank (do not enter -0-). But, if you entered -0- on the return, then enter -0- on the applicable line below. Do not complete more than one line in Part I.

Table with 2 columns: Line number and description, and Amount. Line 1a: Form 990 check here [X] b Total revenue, if any (Form 990, Part VIII, column (A), line 12) 1b 68,731,992

Part II Declaration and Signature Authorization of Officer or Person Subject to Tax

Under penalties of perjury, I declare that [X] I am an officer of the above organization or [ ] I am a person subject to tax with respect to (name of organization) EARLY LEARNING COALITION OF PINELLAS CO, (EIN) 59-3726679 and that I have examined a copy of the 2020 electronic return and accompanying schedules and statements, and, to the best of my knowledge and belief, they are true, correct, and complete.

PIN: check one box only

[X] I authorize MOSS, KRUSICK & ASSOCIATES, LLC to enter my PIN 26679 as my signature

on the tax year 2020 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I also authorize the aforementioned ERO to enter my PIN on the return's disclosure consent screen.

[ ] As an officer or person subject to tax with respect to the organization, I will enter my PIN as my signature on the tax year 2020 electronically filed return.

Signature of officer or person subject to tax [Signature] Date 01/24/22

Part III Certification and Authentication

ERO's EFIN/PIN. Enter your six-digit electronic filing identification number (EFIN) followed by your five-digit self-selected PIN.

59802712345

Do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2020 electronically filed return indicated above. I confirm that I am submitting this return in accordance with the requirements of Pub. 4163, Modernized e-File (MeF) Information for Authorized IRS e-file Providers for Business Returns.

ERO's signature W. ED MOSS JR. [Signature] Date 01/24/22

ERO Must Retain This Form - See Instructions Do Not Submit This Form to the IRS Unless Requested To Do So

For Paperwork Reduction Act Notice, see back of form.

Form 8879-EO (2020)

**EARLY LEARNING  
COALITION OF PINELLAS  
COUNTY, INC.**

**Financial Statements  
and Supplemental  
Information**

**Years Ended  
June 30, 2021 and 2020**

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American Institute of  
Certified Public  
Accountants

Florida Institute of  
Certified Public  
Accountants

**INDEPENDENT AUDITORS' REPORT**

To the Board of Directors of  
Early Learning Coalition of Pinellas County, Inc.  
Clearwater, Florida

**Report on the Financial Statements**

We have audited the accompanying financial statements of Early Learning Coalition of Pinellas County, Inc. (a nonprofit organization), which comprise the statements of financial position as of June 30, 2021 and 2020, and the related statements of activities and changes in net assets, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

**Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

**Auditors' Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditors consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

**Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Early Learning Coalition of Pinellas County, Inc. as of June 30, 2021 and 2020, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

## **Other Matters**

### *Other Information*

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards and state financial assistance, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, State of Florida Chapter 10.650, *Rules of the Auditor General*, and special audit guidance provided by Division of Early Learning is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

### **Other Reporting Required by Government Auditing Standards**

In accordance with *Government Auditing Standards*, we have also issued our report dated January 27, 2022, on our consideration of Early Learning Coalition of Pinellas County, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Early Learning Coalition of Pinellas County, Inc.'s internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Early Learning Coalition of Pinellas County, Inc.'s internal control over financial reporting and compliance.

*Moss, Krusick & Associates, LLC*

Winter Park, Florida  
January 27, 2022

Early Learning Coalition of Pinellas County, Inc.

STATEMENTS OF FINANCIAL POSITION

June 30, 2021 and 2020

ASSETS

	<u>2021</u>	<u>2020</u>
Current assets:		
Cash	\$ 4,561,921	\$ 3,975,542
Grants receivable	2,084,499	5,294,670
Due from providers	1,022,223	2,201,896
Prepaid expenses	<u>43,593</u>	<u>77,682</u>
Total current assets	7,712,236	11,549,790
Property and equipment, net	<u>791</u>	<u>6,894</u>
Total assets	<u>\$ 7,713,027</u>	<u>\$ 11,556,684</u>

LIABILITIES AND NET ASSETS

Current liabilities:		
Accounts payable	\$ 6,628,050	\$ 10,056,421
Accrued liabilities	477,213	579,441
Due to providers	-	357,366
Deferred revenue	<u>90,747</u>	<u>55,812</u>
Total current liabilities	7,196,010	11,049,040
Deferred rent - non current	<u>99,031</u>	<u>128,704</u>
Total liabilities	7,295,041	11,177,744
Net assets:		
Without donor restrictions	<u>417,986</u>	<u>378,940</u>
Total liabilities and net assets	<u>\$ 7,713,027</u>	<u>\$ 11,556,684</u>

The accompanying notes are an integral part of these financial statements.

**Early Learning Coalition of Pinellas County, Inc.**

**STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS**

**Years ended June 30, 2021 and 2020**

	2021	2020
<b>REVENUES AND SUPPORT</b>		
Federal and state grants	\$ 66,362,409	\$ 57,350,020
Local grants	857,592	1,048,885
Matching funds	1,468,300	1,135,747
Other income	43,691	42,884
Total revenues and support	68,731,992	59,577,536
<b>EXPENSES</b>		
Program services:		
School Readiness	53,072,880	40,987,939
Voluntary Pre-Kindergarten	11,214,043	14,290,034
Other	2,568,187	2,347,572
Total program services	66,855,110	57,625,545
Support services:		
Management and general	1,837,836	1,892,693
Total expenses	68,692,946	59,518,238
Changes in net assets	39,046	59,298
<b>NET ASSETS AT BEGINNING OF YEAR</b>	378,940	319,642
<b>NET ASSETS AT END OF YEAR</b>	\$ 417,986	\$ 378,940

The accompanying notes are an integral part of these financial statements.



**Early Learning Coalition of Pinellas County, Inc.**

**STATEMENT OF FUNCTIONAL EXPENSES**

**Year Ended June 30, 2021**

	<b>Program Services</b>				<b>Support Services</b>	<b>Total</b>
	<b>School Readiness</b>	<b>Voluntary Pre-Kindergarten</b>	<b>Other</b>	<b>Total</b>	<b>Management and General</b>	
Direct provider support	\$ 48,641,746	\$ 11,199,550	\$ 2,256,015	\$ 62,097,311	\$ -	\$ 62,097,311
Salaries and benefits	3,926,191	14,493	171,818	4,112,502	1,453,214	5,565,716
Occupancy	254,152	-	-	254,152	134,226	388,378
Contractual services	72,151	-	11,010	83,161	113,695	196,856
Scholarships	23,485	-	78,278	101,763	-	101,763
Office supplies and expense	61,272	-	11,725	72,997	21,280	94,277
Communications	40,942	-	644	41,586	17,025	58,611
Professional fees	-	-	3,557	3,557	39,045	42,602
Insurance	-	-	-	-	39,483	39,483
Dues and subscriptions	17,278	-	-	17,278	14,625	31,903
Printing and postage	25,118	-	685	25,803	1,554	27,357
Advertising	-	-	21,512	21,512	-	21,512
Travel and conferences	5,235	-	1,813	7,048	3,169	10,217
Other expenses	3,511	-	5,027	8,538	520	9,058
Depreciation	-	-	6,103	6,103	-	6,103
Repairs and maintenance	1,799	-	-	1,799	-	1,799
<b>Total expenses</b>	<b>\$ 53,072,880</b>	<b>\$ 11,214,043</b>	<b>\$ 2,568,187</b>	<b>\$ 66,855,110</b>	<b>\$ 1,837,836</b>	<b>\$ 68,692,946</b>

The accompanying notes are an integral part of these financial statements.

**Early Learning Coalition of Pinellas County, Inc.**

**STATEMENT OF FUNCTIONAL EXPENSES**

**Year Ended June 30, 2020**

	<b>Program Services</b>				<b>Support Services</b>	<b>Total</b>
	<b>School Readiness</b>	<b>Voluntary Pre-Kindergarten</b>	<b>Other</b>	<b>Total</b>	<b>Management and General</b>	
Direct provider support	\$ 36,196,721	\$ 14,261,990	\$ 1,845,332	\$ 52,304,043	\$ -	\$ 52,304,043
Salaries and benefits	3,949,778	19,576	158,296	4,127,650	1,400,723	5,528,373
Office supplies and expense	260,791	7,606	160,224	428,621	28,009	456,630
Occupancy	220,853	-	-	220,853	171,200	392,053
Contractual services	75,968	322	72,395	148,685	145,309	293,994
Scholarships	181,791	-	58,350	240,141	-	240,141
Communications	33,998	-	650	34,648	34,774	69,422
Professional fees	8,500	-	-	8,500	45,000	53,500
Travel and conferences	30,665	45	1,212	31,922	11,475	43,397
Insurance	-	-	-	-	38,662	38,662
Advertising	-	-	36,426	36,426	-	36,426
Dues and subscriptions	9,907	-	899	10,806	15,844	26,650
Other expenses	9,500	-	7,263	16,763	99	16,862
Printing and postage	5,935	495	-	6,430	1,598	8,028
Depreciation	-	-	6,525	6,525	-	6,525
Repairs and maintenance	3,532	-	-	3,532	-	3,532
<b>Total expenses</b>	<b>\$ 40,987,939</b>	<b>\$ 14,290,034</b>	<b>\$ 2,347,572</b>	<b>\$ 57,625,545</b>	<b>\$ 1,892,693</b>	<b>\$ 59,518,238</b>

The accompanying notes are an integral part of these financial statements.

**Early Learning Coalition of Pinellas County, Inc.**

**STATEMENTS OF CASH FLOWS**

**Years Ended June 30, 2021 and 2020**

	2021	2020
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Changes in net assets	\$ 39,046	\$ 59,298
Adjustments to reconcile changes in net assets to net cash provided by operating activities:		
Depreciation	6,103	6,525
(Increase) decrease in assets:		
Grants receivable	3,210,171	(3,554,374)
Due from providers	1,179,673	89,088
Prepaid expenses	34,089	(36,716)
Increase (decrease) in liabilities:		
Accounts payable	(3,428,371)	5,175,886
Accrued liabilities	(102,228)	110,457
Due to providers	(357,366)	(121,383)
Deferred rent	(29,673)	(18,303)
Deferred revenue	34,935	55,812
	586,379	1,766,290
<b>NET INCREASE IN CASH</b>	586,379	1,766,290
<b>CASH AT BEGINNING OF YEAR</b>	3,975,542	2,209,252
<b>CASH AT END OF YEAR</b>	\$ 4,561,921	\$ 3,975,542

The accompanying notes are an integral part of these financial statements.

Early Learning Coalition of Pinellas County, Inc.

NOTES TO FINANCIAL STATEMENTS

June 30, 2021

NOTE A – NATURE OF ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

1. Organization and nature of activities

The Early Learning Coalition of Pinellas County, Inc. (the "Coalition") is a Florida not-for-profit corporation which began operations July 1, 2001. The Coalition is responsible for the development, implementation, and administrative oversight of publicly funded school readiness programs and voluntary pre-kindergarten programs in Pinellas County. The Coalition's mission is to revolutionize early learning to inspire children, engage families, and elevate educators. The governing body of the Coalition is the Board of Directors (the "Board").

The Coalition contracted with Children's Forum, Inc. for the Child Care WAGE\$ Florida Program (WAGE\$), subrecipient, for the year ended June 30, 2020. WAGE\$ administers funds to supplement the salaries of low to moderate wage earner childcare providers in Pinellas County, Florida and is designed to increase stability and improve child care quality by reducing turnover and encouraging continued education of child care practitioners.

2. Revenue recognition

In May 2014, the Financial Accounting Standards board (FASB) issued Accounting Standards Update (ASU) 2014-09, *Revenue from Contracts with Customers* (ASC 606), which prescribes a single, common revenue standard to replace most existing revenue recognition guidance, including most industry-specific requirements. The standard outlines a five-step model whereby revenue is recognized as performance obligations within a contract are satisfied.

In June 2018, the FASB issued ASU No. 2018-08, *Not-for-Profit Entities: Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made* (ASC 958), which clarifies how transactions should be accounted for as contributions (nonreciprocal transactions) or exchange transactions and whether a contribution is conditional.

The Coalition adopted ASC 606 and ASC 958 and all related amendments effective July 1, 2019. The adoption of the new standards had no significant impact on the Coalition's financial statements.

Revenue from government grants is recorded when earned, which is generally when the allowable costs of the specific grant provisions have been incurred or the performance of services rendered. Such revenue is subject to audit by the grantor and, if the examination results in a deficiency of allowable expenses, the Coalition will be required to refund any deficiencies. Management is of the opinion that all monies recognized as revenue have been earned as of June 30, 2021 and 2020. These amounts are reflected as revenue without donor restrictions if received and expended in the same year.

Revenue from program fees are recognized when the earnings process is substantially complete, and goods have been delivered or services performed. Revenues from program fees are recognized in the year to which they relate. As part of the Voluntary Pre-Kindergarten grants, the Coalition receives advances on revenue which are to be repaid to the state.

Early Learning Coalition of Pinellas County, Inc.

NOTES TO FINANCIAL STATEMENTS

June 30, 2021

NOTE A – NATURE OF ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

3. Functional allocation of expenses

The cost of providing the various programs and supporting services activities have been summarized on a functional basis in the statement of functional expenses. The statements of functional expenses present the natural classification detail of expenses by function. Accordingly, certain costs have been allocated among the programs and supporting services benefited. See Note I for additional information.

4. Use of estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

5. Basis of accounting and financial statement presentation

The accompanying financial statements and accompanying schedules have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America. The Coalition reports information regarding its financial position and activities according to two classes of net assets as follows:

*Net Assets Without Donor Restrictions*

Net assets without donor restrictions are available for use at the discretion of the Board and/or management for general operating purposes. From time to time, the Board designates a portion of these net assets for specific purposes which makes them unavailable for use at management's discretion.

*Net Assets With Donor Restrictions*

Net assets with donor restrictions consist of assets whose use is limited by donor-imposed restrictions, time and/or purpose restrictions.

The Coalition reports gifts of cash and other assets as revenue with donor restrictions if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, the net assets are reclassified as net assets without donor restriction and reported in the statement of activities as net assets released from restrictions.

Some net assets with donor restrictions include a stipulation that assets provided be maintained permanently (perpetual in nature) while permitting the Coalition to expend the income generated by the assets in accordance with the provisions of additional donor imposed stipulations or a Board approved spending policy.

6. Grants receivable

Grants receivable are due from federal and state governmental agencies and recorded when services are provided. The Coalition's receivables as of June 30, 2021 and 2020, are due in less than one year and management believes that all receivables are fully collectible.

Early Learning Coalition of Pinellas County, Inc.

NOTES TO FINANCIAL STATEMENTS

June 30, 2021

NOTE A – NATURE OF ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

7. Concentration of credit risk

Financial instruments, which potentially expose the Coalition to concentrations of credit risk, consist principally of cash bank deposits. The Coalition's policy is to place its cash investments with high quality financial institutions. The Coalition maintains its cash in institutions which are Federal Deposit Insurance Corporation insured, which provide coverage on balances up to \$250,000 per depositor per institution. At June 30, 2021 and 2020, the Coalition had \$4,315,787 and \$3,741,342, respectively, in excess of federally insured limits. The Coalition has not experienced any losses in such accounts and does not believe it is exposed to any significant credit risk on cash and cash equivalents.

8. Donated services, materials, and facilities

Donated services, materials, and facilities that are measurable are recorded as support at their fair market values at the date of receipt by the Coalition. A corresponding amount is recorded as expense or property and equipment. Donated services and facilities aggregating \$4,000 and \$5,000, for the years ended June 30, 2021 and 2020, respectively, are included in both revenues and expenses in the statements of activities and changes in net assets.

9. Property and equipment

Property and equipment are carried at cost if purchased, or at estimated fair value if acquired by gift. The Coalition capitalizes expenditures in excess of \$5,000 and an estimated useful life greater than one year. Depreciation is calculated using the straight-line method over the estimated useful lives of the respective assets, which range from 3 to 5 years. Property acquired with governmental funds is considered to be owned by the Coalition while used in the program for which it was purchased or in future authorized programs; however, its disposition and the ownership of any proceeds are subject to applicable regulations.

10. Income taxes

The Coalition is exempt from income tax under Section 501(c)(3) of the Internal Revenue Code; therefore, no income tax provision is required in the accompanying financial statements.

Management has analyzed its various federal and state filing positions and believes that its income tax filing positions and deductions are well documented and supported, and that no accruals for tax liabilities are necessary. Therefore, no reserves for uncertain income tax positions have been recorded. The Coalition remains subject to examination by the Internal Revenue Service for the years ended June 30, 2019 through June 30, 2021.

11. Deferred revenue

Deferred revenue represents grant revenues collected but not yet earned as of June 30, 2021 and 2020. Revenues from grant proceeds are not recognized until expended.

**Early Learning Coalition of Pinellas County, Inc.**

**NOTES TO FINANCIAL STATEMENTS**

**June 30, 2021**

**NOTE A – NATURE OF ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

12. Deferred rent

For lease agreements that provide for escalating rent payments or rent-free occupancy periods, the Coalition recognizes rent expense on a straight-line basis over the non-cancelable lease term and option renewal periods where failure to exercise such options would result in an economic penalty in such amount that renewal appears, at the inception of the lease, to be reasonably assured. The lease term commences on the date that the Coalition takes possession of or controls the physical use of the property. Deferred rent is included on the Statements of Financial Position.

13. Advertising expense

Advertising is expensed as incurred. Advertising expense for the years ended June 30, 2021 and 2020, amounted to \$21,512 and \$36,426, respectively.

14. Recent accounting pronouncements

In February 2016, the FASB issued ASU 2016-02, *Leases*, that requires lessees to put most leases on their balance sheets and recognize expenses on their income statements in a manner similar to today's capital lease accounting. The guidance also eliminates today's real estate specific provisions for all entities. For lessors, the guidance modifies the classification criteria for accounting for sales-type and direct financing leases. The new guidance is effective for fiscal years beginning after December 15, 2021. Early adoption is permitted. The Coalition is evaluating the potential effects ASU 2016-02 will have on its financial statements.

15. Subsequent events

Management has evaluated the effect subsequent events would have on the accompanying financial statements through the date these financial statements were available to be issued on January 27, 2022.

**NOTE B – ECONOMIC DEPENDENCE**

The activities of the Coalition are conducted in Pinellas County, Florida and are supported by funding provided by government agencies. The Coalition receives approximately 97% and 96% of funding from federal and state grants passed through Division of Early Learning for the years ended June 30, 2021 and 2020, respectively. A significant decline in funding to the Coalition could adversely affect the operating results of the Coalition. The continuance of state and federal funding is subject to annual legislative budgetary review.

**NOTE C – RELATED PARTY TRANSACTIONS**

As mandated by Chapter 1002, Part VI School Readiness; and 1002.83 Early Learning Coalitions, a certain member of the Coalition's Board of Directors is an executive for a government agency that the Coalition is contracted with, considering them a related party. In order to achieve its objectives, the Coalition enters into related party transactions with this organization in which the Board Member is actively involved. The related party member is the Assistant Superintendent for Elementary & Special Education of Pinellas County Schools ("Pinellas County School Board").

Early Learning Coalition of Pinellas County, Inc.

NOTES TO FINANCIAL STATEMENTS

June 30, 2021

**NOTE C – RELATED PARTY TRANSACTIONS (continued)**

During the years ended June 30, the Coalition made payments to and had an outstanding payable balance to Pinellas County School Board as follows:

	<u>2021</u>	<u>2020</u>
Payments made:		
School Readiness	\$ 833,639	\$ 9,305
Voluntary Pre-Kindergarten	3,790	7,274
Occupancy	<u>29,216</u>	<u>29,216</u>
Total payments	<u>\$ 866,645</u>	<u>\$ 45,795</u>
Payables at year end:	<u>\$ 1,404</u>	<u>\$ 2,724</u>

Effective July 1, 2010, the Florida Legislature mandated that all board members of Coalitions shall be considered eligible to vote on all matters, subject to the restrictions for related party transactions imposed on all board members by the By-Laws of the Coalition for related party transactions.

On July 1, 2017, the Coalition entered into an agreement with the Pinellas County School Board to continue to serve teenage parents through teen parent program services known as Pinellas Teenage Parenting Program. The original agreement expired on June 30, 2018 and was renewed annually through June 30, 2022.

On July 2, 2020, the Pinellas County School Board, through the Coalition, applied for and was awarded \$833,639 for the Rising Kindergarten Summer Program (the "Program"). The Program provided a summer program for rising kindergarten students based on practices that produce the greatest gains and is targeted to support students with the most significant academic need.

**NOTE D – 401K PLAN**

The Coalition has a 401(k) retirement plan that provides a contribution of 5% of each employee's salary and will also match the employee's contribution up to 5% of salary. The contribution was \$343,285 and \$302,795 for the years ended June 30, 2021 and 2020, respectively.

**NOTE E – MATCH FROM LOCAL RESOURCES**

From the funds in General Appropriations Act, Specific Appropriation 85, \$30,000,000 is provided to expand the provision of services to low income families at or below 200 percent of the federal poverty level as long as the income does not exceed 85 percent of the state median income. To be eligible for funding, the Coalition must match the state funds on a dollar-for-dollar basis and the local match must comply with federal Child Care and Development Block Grant matching requirements. During the years ended June 30, 2021 and 2020, the local matching requirements were met.



Early Learning Coalition of Pinellas County, Inc.

NOTES TO FINANCIAL STATEMENTS

June 30, 2021

NOTE F – PROPERTY AND EQUIPMENT

Property and equipment and accumulated depreciation at June 30, are summarized as follows:

	<u>2021</u>	<u>2020</u>
Computers and equipment	\$ 130,135	\$ 132,291
Furniture and fixtures	<u>23,206</u>	<u>23,206</u>
	153,341	155,497
Less: accumulated depreciation	<u>(152,550)</u>	<u>(148,603)</u>
Property and equipment, net	<u>\$ 791</u>	<u>\$ 6,894</u>

Depreciation expense for the years ended June 30, 2021 and 2020, was \$6,103 and \$6,525, respectively.

NOTE G – COMMITMENTS AND CONTINGENCIES

*Operating leases*

The Coalition leases office space under various non-cancelable operating lease agreements that expire through September 2026. For financial statement reporting purposes, the Coalition records lease expenses over the lease term on a straight-line basis. Future minimum lease commitments are as follows:

<u>Years ending June 30,</u>	
2022	\$ 464,476
2023	518,258
2024	165,059
2025	160,235
2026	202,035
Thereafter	<u>243,836</u>
	<u>\$ 1,753,899</u>

Rent expense for the years ended June 30, 2021 and 2020, was \$388,378 and \$392,053, respectively.

*Related party*

During June 2017, the Coalition entered into a facility lease with the Pinellas County School Board, a related party, for the use of space within Pinellas Technical College – St. Petersburg. The lease expires November 2023 and includes an option to renew for an additional two years.

During May 2021, the Coalition entered into a second facility lease with the Pinellas County School Board, for the use of space within Pinellas Technical College – St. Petersburg. The lease commenced on September 1, 2021, expires in five years, and includes an option to renew for an additional two years.

See payments made to related parties at Note C.

**Early Learning Coalition of Pinellas County, Inc.**

**NOTES TO FINANCIAL STATEMENTS**

**June 30, 2021**

**NOTE G – COMMITMENTS AND CONTINGENCIES (continued)**

*Federal and state appropriated funds*

Amounts received from federal and state agencies are subject to audit and adjustment at the discretion of those entities. If expenditures are disallowed as a result of these audits, the claims for reimbursement would be a liability of the Coalition.

*Litigation*

In the normal course of conducting its operations, the Coalition occasionally becomes party to various legal actions and proceedings. As of the financial statement report date, management is not aware of any claims or legal action or any pending or threatening litigation, claims or assessments against the Coalition.

**NOTE H – CALCULATION OF MAXIMUM ADMINISTRATIVE EXPENSES**

The following tables compare administrative expenses incurred to expenses subject to the maximum administrative expenses allowed by Division Early Learning (DEL) for the School Readiness and Voluntary Pre-Kindergarten programs for the years ended June 30:

	<u>School Readiness</u>	<u>Voluntary Pre-Kindergarten</u>	<u>Total</u>
2021:			
Total administrative expenses subject to 5% and 4% maximum	\$ 1,451,915	\$ 385,893	\$ 1,837,808
Maximum 5% and 4% administrative expenses allowable per DEL	<u>2,026,660</u>	<u>447,847</u>	<u>2,474,507</u>
Administrative expenses (under) maximum	<u>\$ (574,745)</u>	<u>\$ (61,954)</u>	<u>\$ (66,699)</u>
2020:			
Total administrative expenses subject to 5% and 4% maximum	\$ 1,479,737	\$ 412,955	\$ 1,892,692
Maximum 5% and 4% administrative expenses allowable per DEL	<u>1,930,886</u>	<u>570,480</u>	<u>2,501,366</u>
Administrative expenses (under) maximum	<u>\$ (451,149)</u>	<u>\$ (157,525)</u>	<u>\$ (608,674)</u>

**NOTE I – FUNCTIONAL EXPENSES**

The financial statements report certain categories of expenses that are attributed to more than one program or supporting function. Therefore, expenses require allocation on a reasonable basis that is consistently applied. The expenses that are allocated include occupancy, which is allocated on a square footage basis, as well as salaries and benefits, professional fees, insurance, travel and conferences, repairs and maintenance, office supplies and expense, and other expenses, which are allocated on the basis of estimates of time and effort.

Early Learning Coalition of Pinellas County, Inc.

NOTES TO FINANCIAL STATEMENTS

June 30, 2021

**NOTE J – SCHEDULE OF FEDERAL AWARDS AND STATE FINANCIAL ASSISTANCE**

The schedule of expenditures of federal awards and state financial assistance follows the accrual basis of accounting. Accounting principles generally accepted in the United States of America require recognition of the expenditures in the period incurred and recognition of the corresponding reimbursement once the amount is earned and collection is certain. Reconciliations of the schedule of expenditures of federal awards and state financial assistance to federal and state expenditures included in the statements of activities and changes in net assets is as follows:

Federal expenditures – schedule of federal awards and state financial assistance	\$ 54,764,155
Less: refunds / adjustments remitted back to DEL	<u>(1,708)</u>
Total federal expenditures	<u>54,762,447</u>
Total state expenditures – schedule of federal awards and state financial assistance	11,601,383
Less: refunds / adjustments remitted back to DEL	<u>(1,421)</u>
Total state expenditures	<u>11,599,962</u>
Federal and state expenditures – statements of activities and changes in net assets	<u>\$ 66,362,409</u>

**NOTE K – RISK AND UNCERTAINTY**

On January 30, 2020, the World Health Organization ("WHO") announced a global health emergency because of a new strain of coronavirus originating in Wuhan, China (the "COVID-19 outbreak") and the risks to the international community as the virus spreads globally beyond its point of origin. In March 2020, the WHO classified the COVID-19 outbreak as a pandemic, based on the rapid increase in exposure globally.

The full impact of the COVID-19 outbreak continues to evolve as of the date of this report. As such, it is uncertain as to the full magnitude that the pandemic will have on the Coalition's financial condition, liquidity, and future results of operations. Management is actively monitoring the global situation.

**Early Learning Coalition of Pinellas County, Inc.**

**NOTES TO FINANCIAL STATEMENTS**

**June 30, 2021**

**NOTE L – LIQUIDITY AND AVAILABILITY OF RESOURCES**

The Coalition’s financial assets available within one year of the statements of financial position date for general expenditures are as follows:

	2021	2020
Cash	\$ 4,561,921	\$ 3,975,542
Grants receivable	2,084,499	5,294,670
Due from providers	1,022,223	2,201,896
Total financial assets available within one year	7,668,643	11,472,108
Less:		
Accounts payable	(6,628,050)	(10,056,421)
Accrued liabilities	(477,213)	(579,441)
Due to providers	-	(357,366)
Deferred revenue	(90,747)	(55,812)
Total amounts unavailable for general expenditures within one year	(7,196,010)	(11,049,040)
Total financial assets available to management for general expenditure within one year	\$ 472,633	\$ 423,068

As part of the Coalition’s liquidity management, it has a policy to structure its financial assets to be available as its general expenditures, liabilities, and other obligations as they come due. The Coalition receives approximately 97% and 96% of funding from federal and state grants passed through DEL for the years ended June 30, 2021 and 2020, respectively, which are on a reimbursable basis. Throughout the year, the Coalition receives advances and reimbursements each month to cover incurred expenses.

**SUPPLEMENTAL INFORMATION**



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Cori G. Cameron  
Bob P. Marchewka  
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American Institute of  
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Accountants

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**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER  
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS  
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN  
ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

To the Board of Directors of  
Early Learning Coalition of Pinellas County, Inc.  
Clearwater, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Early Learning Coalition of Pinellas County, Inc. (the "Coalition") (a nonprofit organization) which comprise the statement of financial position as of June 30, 2021, and the related statements of activities and changes in net assets, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated January 27, 2022.

**Internal Control over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the Coalition's internal control over financial reporting (internal control) as a basis for designing the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Coalition's internal control. Accordingly, we do not express an opinion on the effectiveness of the Coalition's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

## **Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the Coalition's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Coalition's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Coalition's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Moss, Krusick & Associates, LLC*

Winter Park, Florida  
January 27, 2022



**Partners**

W. Ed Moss, Jr.  
Joe M. Krusick  
Cori G. Cameron  
Bob P. Marchewka  
Ric Perez  
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American Institute of  
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**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR  
FEDERAL PROGRAM AND STATE PROJECT AND ON INTERNAL CONTROL OVER  
COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE AND CHAPTER 10.650,  
RULES OF THE AUDITOR GENERAL**

To the Board of Directors of  
Early Learning Coalition of Pinellas County, Inc.  
Clearwater, Florida

**Report on Compliance for Each Major Federal Program and State Project**

We have audited the Early Learning Coalition of Pinellas County, Inc.'s (the "Coalition") compliance with the types of compliance requirements described in the *OMB Compliance Supplement*, and the requirements described in the *Department of Financial Services' State Projects Compliance Supplement*, and special audit guidance provided by Division of Early Learning that could have a direct and material effect on each of the Coalition's major federal programs and state projects for the year ended June 30, 2021. The Coalition's major federal programs and state projects are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

**Management's Responsibility**

Management is responsible for compliance with federal and state statutes, regulations, and the terms and conditions of its federal awards and state financial assistance applicable to its federal programs and state projects.

**Auditors' Responsibility**

Our responsibility is to express an opinion on compliance for each of the Coalition's major federal programs and state projects based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), State of Florida Chapter 10.650, *Rules of the Auditor General*, and special guidance provided by Division of Early Learning. Those standards, the Uniform Guidance, and State of Florida Chapter 10.650, *Rules of the Auditor General*, require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program or state project occurred. An audit includes examining, on a test basis, evidence about the Coalition's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program and state project. However, our audit does not provide a legal determination of the Coalition's compliance.



### ***Opinion on Each Major Federal Program and State Project***

In our opinion, the Coalition complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs and state projects for the year ended June 30, 2021.

### **Report on Internal Control Over Compliance**

Management of the Coalition is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the Coalition's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program and state project to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and state project and to test and report on internal control over compliance in accordance with the Uniform Guidance, and State of Florida Chapter 10.650, *Rules of the Auditor General*, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Coalition's internal control over compliance.

*A deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program or state project on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program or state project will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program or state project that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance, and State of Florida Chapter 10.650, *Rules of the Auditor General*. Accordingly, this report is not suitable for any other purpose.

*Moss, Krusick & Associates, LLC*

Winter Park, Florida  
January 27, 2022

**Early Learning Coalition of Pinellas County, Inc.**  
**SCHEDULE OF FINDINGS AND QUESTIONED COSTS**  
**FEDERAL AWARDS AND STATE FINANCIAL ASSISTANCE**

**June 30, 2021**

**Section I – Summary of Auditors’ Results**

**Financial Statements**

- |   |               |
|---|---------------|
| 1. Type of auditors’ report issued:   | Unmodified    |
| 2. Internal control over financial reporting:   |               |
| a. Material weakness(es) identified?  | No            |
| b. Significant deficiencies identified that are not considered to be material weaknesses? | None reported |
| 3. Noncompliance material to financial statements noted?                                  | No            |

**Federal Awards**

- |   |               |
|---|---------------|
| 1. Type of auditors’ report issued on compliance for major programs:                                  | Unmodified    |
| 2. Internal control over major programs:  |               |
| a. Material weakness(es) identified?  | No            |
| b. Significant deficiencies identified that are not considered to be material weaknesses?             | None reported |
| 3. Audit findings disclosed that are required to be reported in accordance with the Uniform Guidance? | No            |
| 4. Dollar threshold used to distinguish between Type A and Type B programs                            | \$1,642,925   |
| 5. Auditee qualified as a low-risk auditee?   | Yes           |

Identification of major programs:

<u>Name of Federal Program</u>	<u>ALN</u>
Temporary Assistance for Needy Families	93.558
Child Care and Development Block Grant	93.575
Child Care Mandatory and Matching Funds of the Child Care and Development Fund	93.596

**Early Learning Coalition of Pinellas County, Inc.**  
**SCHEDULE OF FINDINGS AND QUESTIONED COSTS**  
**FEDERAL AWARDS AND STATE FINANCIAL ASSISTANCE**

**June 30, 2021**

**Section I – Summary of Auditors’ Results (continued)**

**State Financial Assistance**

- |  |               |
|--|---------------|
| 1. Type of auditors’ report issued on compliance for major projects:   | Unmodified    |
| 2. Internal control over major projects:   |               |
| a. Material weakness(es) identified?   | No            |
| b. Significant deficiencies identified that are not considered to be material weaknesses?  | None reported |
| 3. Audit findings disclosed that are required to be reported in accordance with the Florida Single Audit Act and Chapter 10.650, <i>Rules of the Auditor General</i> |               |
|  | No            |
| 4. Dollar threshold used to distinguish between Type A and Type B projects   |               |
|  | \$750,000     |

Identification of major projects:

<u>Name of State Projects</u>	<u>CSFA Number</u>
Voluntary Pre-Kindergarten Education Program	48.108

**Section II – Enhanced Fields System (EFS Mod) monthly reconciliation**

- |  |     |
|--|-----|
| 1. EFS Mod reconciled monthly  | Yes |
| 2. Processes in place to identify and correct errors during monthly reconciliations to EFS Mod                 | Yes |
| 3. Coalition’s financial records reconcile and agree to EFS Mod records as of program year ended June 30, 2021 | Yes |
| 4. Audit work papers documenting verification of reconciliations available to DEL staff                        | Yes |

**Section III – Financial Statement Findings**

No current year findings (no corrective action plan or management letter required)

**Section IV – Federal Award and State Projects Findings and Questioned Costs**

None (there are no items related to Federal Awards and State financial assistance required to be reported in the management letter, therefore no management letter issued)

**Section V – Status of Prior Year Audit Findings**

There were no prior year audit findings

**Early Learning Coalition of Pinellas County, Inc.**

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND STATE FINANCIAL ASSISTANCE**

**Year Ended June 30, 2021**

Grantor/Program Title	ALN CSFA	Award Number	Expenditures
<b>Federal Awards:</b>			
<b>U.S. Department of Health and Human Services</b>			
<i>Passed through Division of Early Learning</i>			
Child Care and Development Block Grant	93.575	EL411	\$ 20,896,658
Child Care and Development Block Grant - CARES Act	93.575	EL411	13,552,961
Child Care Mandatory and Matching Funds of the Child Care and Development Fund	93.596	EL411	<u>8,460,640</u>
Total Child Care Cluster			42,910,259
Temporary Assistance for Needy Families	93.558	EL411	11,588,058
Preschool Development Grant	93.434	EL411	237,654
Social Services Block Grant	93.667	EL411	<u>28,184</u>
Total Expenditures of Federal Awards			<u><u>\$ 54,764,155</u></u>
<b>State Financial Assistance:</b>			
<b>State of Florida Department of Education</b>			
<i>Passed through Division of Early Learning</i>			
Voluntary Pre-Kindergarten Education Program	48.108	EL411	\$ 11,583,355
Voluntary Pre-Kindergarten Education Program Outreach & Awareness	48.108	OA411	<u>18,028</u>
Total Expenditures of State Financial Assistance			<u><u>\$ 11,601,383</u></u>
Total Expenditures of Federal Awards and State Financial Assistance			<u><u>\$ 66,365,538</u></u>

**Basis of Presentation**

The accompanying schedule of expenditures of federal awards and state financial assistance is presented on the accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), State of Florida Chapter 10.650, *Rules of the Auditor General*, and the Department of Financial Services' *State Projects Compliance Supplement*. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the basic financial statements.

**Indirect Cost Rates**

The Coalition has elected to not use the 10% de minimis indirect cost rate for its federal programs and state projects for the year ended June 30, 2021. The indirect cost rates used on the Coalition's federal programs and state projects are determined by the relevant federal or state agency.

See independent auditors' report.

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Florida Department of Financial Services  
200 East Gaines Street  
Tallahassee, FL 32399-0300  
(850) 413-3100

Consumer Hotline: 1-877-MY-FL-CFO (1-877-693-5236)

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### Mail

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Specialty Human Services Division  
Claims Department, P.O. Box 1997  
Cincinnati, OH 45202

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**7** days a week,  
**24** hours a day.



### FORMS AND ENDORSEMENTS SCHEDULE

It is hereby understood and agreed the following forms and endorsements are attached to and are a part of this policy:

	Form and Edition	Date Added* or ST Date Deleted	Form Description
1.	IL0017	11/98 FL	COMMON POLICY CONDITIONS
2.	IL0021	09/08 FL	NUCLEAR ENERGY LIAB EXCL ENDT-BROAD
3.	IL0952	01/15 FL	CAP ON LOSSES CERT ACTS OF TERROR
4.	IL7001	10/07 FL	BUSINESSPRO POLICY COMMON DEC
5.	IL7069	03/16 FL	EXCLUSION - ASBESTOS
6.	IL7273	08/08 FL	LOSS PREVENTION SERVICES
7.	IL7324	07/21 FL	ECONOMIC AND TRADE SANCTIONS CLAUSE
8.	IL7368	01/20 FL	DISCLOS PURSUANT TERR RISK INS ACT
9.	IL7268	09/09 FL	IN WITNESS CLAUSE
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\*If not at inception

## COMMON POLICY CONDITIONS

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

### A. Cancellation

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

### B. Changes

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

### C. Examination of Your Books and Records

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

### D. Inspections and Surveys

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

**E. Premiums**

The first Named Insured shown in the Declarations:

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

**F. Transfer of Your Rights and Duties Under this Policy**

Your rights and duties under this Policy may not be transferred without our written con-

sent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

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

**NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT  
(Broad Form)**

This endorsement modifies insurance provided under the following:

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

**1. The insurance does not apply:**

**A. Under any Liability Coverage, to "bodily injury" or "property damage":**

- (1)** with respect to which an "insured" under the Policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its Limit of Liability; or
- (2)** resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

**B. Under any Medical Payments Coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.**

**C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material," if:**

- (1)** the "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;
- (2)** the "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3)** the "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility," but if such facility is located within the United States of America, its

territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

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

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

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

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

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

"Nuclear facility" means:

- (a) any "nuclear reactor";
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel," or (3) handling, processing or packaging "waste";
- (c) any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "Insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

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

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

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

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

**CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

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

**A. Cap On Certified Terrorism Losses**

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

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

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

**B. Application Of Exclusions**

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



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

## **LOSS PREVENTION SERVICES**

This endorsement modifies insurance provided under the following:

### **COMMON POLICY CONDITIONS**

The following is added to the **Common Policy Conditions**

#### **G. Loss Prevention Services**

At our cost, we may provide or recommend a broad range of loss prevention services designed to improve the acceptability of an insured. These services may require your cooperation to make them effective.

We provide these services based on need as indicated by the size, hazard and experience of your operation. We may elect to provide these services through another entity.

In addition to inspections and surveys, referenced in **D. Inspections and Surveys**, these services may include, but are not limited

to, safety and prevention training, consultations, safety devices, health screenings and analyses of accident causes.

We are not obligated to provide any loss prevention services and any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- a. are safe or healthful; or
- b. comply with laws, regulations, codes or standards.

This endorsement does not change any other provision of the Policy.

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

### **GLOBAL SANCTION ENDORSEMENT**

Notwithstanding any other provision of this Policy, this insurance cannot provide coverage and the Insurer shall not be liable to pay any claim or provide any benefit under this Policy to the extent that the provision of such coverage or benefit, or the payment of such claim, would violate, conflict with, or expose the Insurer to any sanction, prohibition or restriction under United Nations resolutions or any applicable economic or financial sanctions or other trade laws or regulations, including, but not limited to, of the United States of America, European Union, United Kingdom, or Canada.

**In Witness Clause**

In Witness Whereof, we have caused this Policy to be executed and attested, and, if required by state law, this Policy shall not be valid unless countersigned by our authorized representative.



**President**



**Secretary**

**THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.**

**DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT**

**Schedule**

**Schedule - Part I**

Terrorism Premium (Certified Acts) \$ 0.00

This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(ies): MAC 530 60 11 - 08

Additional information, if any, concerning the terrorism premium:

**Schedule - Part II**

**Federal share of terrorism losses is 80%**  
(Refer to Paragraph **B.** in this endorsement.)

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Disclosure of Premium**

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

**B. Disclosure of Federal Participation in Payment of Terrorism Losses**

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in Part II of the Schedule of this endorsement) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

**C. Cap on Insurer Participation in Payment of Terrorism Losses**

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

## **FLORIDA NOTIFICATION OF AVAILABILITY OF UNINSURED MOTORISTS COVERAGE**

This document includes general descriptions of coverage. However, no coverage is provided by this document. You should read your policy and review your Declarations page(s) and/or Schedule(s) for complete information on the coverages you are provided.

Florida law requires us to notify you about options with respect to Uninsured Motorists Coverage. The following options are available with respect to Uninsured Motorists Coverage:

1. Uninsured Motorists Coverage at limits equal to your Combined Single Limit for Liability Coverage.
2. If your Combined Single Limit for Liability Coverage is at least \$30,000, you may select Uninsured Motorists Coverage limits that are lower than your Liability Coverage limits BUT you may not select Uninsured Motorists Coverage limits less than a single limit of \$20,000 for each accident.
3. Non-stacked Or Stacked Uninsured Motorists Coverage Options If You Are An Individual

If your policy is a personal auto policy, or if your policy is a commercial auto policy and you are designated as an individual in the Declarations of such policy, you have the option to purchase non-stacked Uninsured Motorists Coverage or stacked Uninsured Motorists Coverage.

### **a. Non-stacked Option**

Subject to the provisions of the policy, and except as provided in the following sentence, non-stacked Uninsured Motorists Coverage generally does not allow an insured to combine or stack one applicable Uninsured Motorists Coverage limit with other applicable Uninsured Motorists Coverage limit(s) for the same loss. However, if there is other applicable insurance available under one or more policies or provisions of coverage, any recovery for loss suffered by you or any family member residing with you while occupying a vehicle not owned by you or any such family member may not exceed the sum of:

- (1) The limit of liability for Uninsured Motorists Coverage applicable to the vehicle you or any such family member was occupying at the time of the accident; and
- (2) The highest limit of liability for Uninsured Motorists Coverage applicable to any one vehicle under any one policy affording coverage to you or any such family member.

### **b. Stacked Option**

Subject to the provisions of the policy, stacked Uninsured Motorists Coverage generally allows an insured under a personal auto policy or you or a family member under a commercial auto policy to combine or stack one applicable Uninsured Motorists Coverage limit with other applicable Uninsured Motorists Coverage limit(s) for the same loss. For example, under stacked Uninsured Motorists Coverage, you or a family member may add together the Uninsured Motorists Coverage limits for each vehicle that has such coverage under your policy.

4. Non-stacked Uninsured Motorists Coverage If You Are Other Than An Individual

If your policy is a commercial auto policy and you are designated as other than an individual in the Declarations, your policy will include non-stacked Uninsured Motorists Coverage unless you reject Uninsured Motorists Coverage entirely.

**5. Rejection Of Uninsured Motorists Coverage Entirely**

You should contact us or your agent at the address below if you have any questions regarding the options listed above with respect to Uninsured Motorists Coverage. However, if you wish to change the coverage option(s) you previously selected, you must request any such changes(s) in writing.

<b>Company:</b>
<b>Address:</b>
<b>Producer:</b>
<b>Address:</b>

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

**EXCLUSION - ASBESTOS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS AND COMPLETED OPERATIONS COVERAGE PART  
OWNER AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
FARM COVERAGE PART

This insurance does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of or related in any way to asbestos, asbestos-containing materials, or asbestos-containing products.

We shall not have the duty to defend any such claim or "suit."



Policy No. MAC 530-60-11 - 08

**GENERAL LIABILITY COVERAGE PART  
DECLARATIONS PAGE**

**NAMED INSURED:** EARLY LEARNING COALITION OF  
PINELLAS COUNTY, INC.

**POLICY PERIOD:**  
01/24/22 to 01/24/23

**LIMITS OF INSURANCE:**

General Aggregate Limit (Other Than Products - Completed Operations)	\$ 2,000,000	
Products - Completed Operations Aggregate Limit	\$ 2,000,000	
Personal and Advertising Injury Limit	\$ 1,000,000	
Each Occurrence Limit	\$ 1,000,000	
Damage to Premises Rented to You Limit	\$ 100,000	Any One Premises
Medical Expense Limit	\$ 5,000	Any One Person

**FORM OF BUSINESS:** NON-PROFIT ORGANIZATION

**TOTAL ESTIMATED PREMIUM:** \$ 7,980.00

Products/Completed Operations	All Other
\$ INCLUDED	\$ 7,980.00

**SCHEDULE OF LOCATIONS:**

LOCATION 001 BLDG. 01 2536 COUNTRYSIDE BLVD., CLEARWATER, FL 33763  
LOCATION 002 BLDG. 01 3420 8TH AVENUE S., ST. PETERSBURG, FL 33711  
LOCATION 003 BLDG. 01 3815 43RD STREET NORTH, ST. PETERSBURG, FL 33714

**CODE NUMBER:**

**PREMIUM BASIS:**

**CLASSIFICATION:**

SEE FORM CG7401

Products/Completed Operations	All Other
Exposure:	Exposure:
Rate:	Rate:
Premium:	Premium:

**FORMS AND ENDORSEMENTS** applicable to this Coverage Part and made a part of this Policy at the time of issue are listed on the attached Forms and Endorsements Schedule CG 88 01 (11/85).

Policy No. MAC 530-60-11 - 08

**EMPLOYEE BENEFITS LIABILITY COVERAGE PART  
DECLARATIONS PAGE**

**NAMED INSURED:** EARLY LEARNING COALITION OF  
PINELLAS COUNTY, INC.

**POLICY PERIOD:**  
01/24/22 to 01/24/23

**LIMITS OF INSURANCE:**

Aggregate Limit \$ 2,000,000  
Each Claim Limit \$ 1,000,000  
Deductible \$ 1,000

**DESCRIPTION OF BUSINESS:**

Form of Business: ( ) Individual ( ) Joint Venture ( ) Partnership  
( X ) Organization (Other than Partnership or Joint Venture)

**Total Advance Premium \$ 272.00 MP**

Premium shown is payable: \$ 272.00 MP at inception;  
\$ 272.00 MP

**FORMS AND ENDORSEMENTS** applicable to this Coverage Part and a made part of this Policy at the time of issue are listed on the attached Forms and Endorsements Schedule CG 88 01 (11/85).

Policy No. MAC 530-60-11 - 08

**ABUSE OR MOLESTATION COVERAGE FORM  
DECLARATIONS PAGE**

**NAMED INSURED:** EARLY LEARNING COALITION OF  
PINELLAS COUNTY, INC.

**POLICY PERIOD:**  
01/24/2022 to 01/24/2023

**LIMITS OF INSURANCE:**

Aggregate Limit \$ 2,000,000 Each Abuse Limit \$ 1,000,000

**DESCRIPTION OF BUSINESS:**

Form of Business ( ) Individual ( ) Joint Venture ( ) Partnership  
( X ) Organization (Other Than Partnership or Joint Venture)

**READ YOUR POLICY CAREFULLY, OPTIONAL COVERAGES ARE PROVIDED BY PREMIUM INSERTION.**

	Premium
Abuse or Molestation Coverage	\$ 544.00

**TOTAL ADVANCE PREMIUM \$ 544.00**

Premium shown is payable: \$544.00 at inception;

**FORMS AND ENDORSEMENTS** Applicable to this Coverage Part and made part of this Policy at time of issue are listed on the attached Forms and Endorsements Schedule CG 88 01 (11/85).

Policy No. MAC 530-60-11 - 08

**PROFESSIONAL LIABILITY COVERAGE PART  
DECLARATIONS PAGE**

**NAMED INSURED:** EARLY LEARNING COALITION OF  
PINELLAS COUNTY, INC.

**POLICY PERIOD:**  
01/24/2022 to 01/24/2023

**LIMITS OF INSURANCE:**

Aggregate Limit \$2,000,000

Each Act, Error or Omission \$1,000,000

**DESCRIPTION OF BUSINESS:**

Form of Business            (    ) Individual            (    ) Joint Venture            (    ) Partnership  
                                  ( X ) Organization (Other Than Partnership or Joint Venture)

**TOTAL ADVANCE PREMIUM \$1,599.00**

Premium shown is payable: \$1,599.00            at inception;

**FORMS AND ENDORSEMENTS** Applicable to this Coverage Part and made part of this Policy at time of issue are listed on the attached Forms and Endorsements Schedule CG 88 01 (11/85).

### FORMS AND ENDORSEMENTS SCHEDULE

It is hereby understood and agreed the following forms and endorsements are attached to and are a part of this policy:

	Form and Edition	ST	Date Added* or Date Deleted	Form Description
1.	CG0001	04/13	FL	COMMERCIAL GEN LIAB COVERAGE FORM
2.	CG2026	12/19	FL	ADDITIONAL INSURED - ORGANIZATION
3.	CG2106	05/14	FL	EXC ACCESS/DISCLOSURE OF CONFDNTL
4.	CG2147	12/07	FL	EMPLOYMENT RELATED PRACTICES EXCL
5.	CG2167	12/04	FL	FUNGI OR BACTERIA EXCLUSION
6.	CG2171	01/15	FL	EXCL OF OTHER ACTS OF TERRORISM
7.	CG2426	04/13	FL	AMENDT INSURED CONTRACT DEFINITION
8.	CG7400	07/01	FL	GL COVERAGE PART DECLARATIONS PAGE
9.	CG7401	11/85	FL	SUPPLEMENTAL SCHEDULE
10.	CG7518	03/90	FL	EMPL BENEFITS LIA COV PART DEC
11.	CG7519	12/07	FL	EMP BENEFITS LIAB COV EXCL FID LIAB
12.	CG7794	07/98	FL	EXCLUSION-LIA ARISING OUT OF LEAD
13.	CG8282	12/09	FL	ABUSE/MOLESTATION COV FORM DEC PAGE
14.	CG8361	02/05	FL	SILICA OR RELATED DUST EXCLUSION
15.	CG8440	06/19	FL	COORDINATION OF LIMITS ENDORSEMENT
16.	CG8565	01/12	FL	ABUSE/MOLESTATION COVERAGE FORM
17.	CG8710	08/09	FL	PROFESSIONAL LIABILITY INSURANCE
18.	CG8711	09/07	FL	PROFESSIONAL LIAB COV PART DEC PAGE
19.	CG8787	07/13	FL	FL CHANGES-CANCELLATION/NONRENEWAL
20.	CG8972	01/15	FL	ADDITIONAL INSURED-ABUSE/MOLESTATN
21.	CG8973	01/15	FL	ADDITIONAL INSURED-PROF LIAB SCHED
22.	CG8991	03/15	FL	FL-SIGNATURE GENL LIA BROADNG ENDT

\* If not at inception

### FORMS AND ENDORSEMENTS SCHEDULE

It is hereby understood and agreed the following forms and endorsements are attached to and are a part of this policy:

	Form and Edition	Date Added*		Form Description
		ST	Date Deleted	
1.	CG9082	06/17	FL	EXCLUSION - PROFESSIONAL SERVICES
2.	CG9083	06/17	FL	EXC - ABUSE/MOLESTATION/HARASSMENT
3.	CG9169	02/20	FL	MED PAYMENTS YOUR REQUEST ENDT
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\*If not at inception

**SUPPLEMENTAL SCHEDULE**

Code Classification No.	* Premium Basis	Rates		Advance Premium	
		Pr/Co	All Other	Pr/Co	All Other
LOCATION 001  BUILDINGS OR PREMISES-OFFICE NOT-FOR-PROFIT ONLY *61227	B) 20,365	INCL	285.464	INCL	\$5,813.
LOCATION 002  BUILDINGS OR PREMISES-OFFICE NOT-FOR-PROFIT ONLY *61227	B) 1,834	INCL	247.441	INCL	\$ 454.
LOCATION 003  BUILDINGS OR PREMISES-OFFICE NOT-FOR-PROFIT ONLY *61227	B) 4,500	INCL	247.441	INCL	\$1,113.
ADDITIONAL INSURED 49950	FLAT CHARGE	INCL	INCL	INCL	\$ 200.
MISCELLANEOUS *44444	IF ANY	INCL	INCL	INCL	\$ 200.
SIGNATURE GENERAL LIABILITY BROADENING ENDORSEMENT 01211	FLAT CHARGE	INCL	INCL	INCL	\$ 200.
*"INCLUDING PRODUCTS AND/OR COMPLETED OPERATIONS"					
<b>Total</b>				<b>\$7,980.00</b>	

- \* (a) Admissions
- (b) Area
- (c) Each
- (d) Gross Sales
- (e) Pay roll
- (f) Total Cost
- (g) Units
- (h) Other

## COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

Throughout this Policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a named insured under this Policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II - WHO IS AN INSURED**.

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

### SECTION I - COVERAGES

#### Coverage A - Bodily Injury and Property Damage Liability

##### 1. Insuring Agreement

- a. We will pay those sums that the Insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the Insured against any "suit" seeking those damages. However, we will have no duty to defend the Insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) the amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE**; and
- (2) our right and duty to defend ends when we have used up the applicable Limit of Insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages **A** and **B**.

- b. This insurance applies to "bodily injury" and "property damage" only if:
- (1) the "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
  - (2) the "bodily injury" or "property damage" occurs during the policy period; and
  - (3) prior to the policy period, no insured listed under paragraph 1. of **SECTION II - WHO IS AN INSURED** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under paragraph 1. of **SECTION II - WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under paragraph 1. of **SEC-**



**TION II - WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury."

**2. Exclusions**

This insurance does not apply to:

**a. Expected or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the Insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

**b. Contractual Liability**

"Bodily injury" or "property damage" for which the Insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) that the Insured would have in the absence of the contract or agreement; or
- (2) assumed in a contract or agreement that is an "insured contract," provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract," rea-

sonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage," provided:

- (a) liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
- (b) such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

**c. Liquor Liability**

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) causing or contributing to the intoxication of any person;
- (2) the furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) the supervision, hiring, employment, training or monitoring of others by that Insured; or
- (b) providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage," involved that which is described in paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

**d. Workers' Compensation and Similar Laws**

Any obligation of the Insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

**e. Employer's Liability**

"Bodily injury" to:

- (1) an "employee" of the Insured arising out of and in the course of:
  - (a) employment by the Insured; or
  - (b) performing duties related to the conduct of the Insured's business; or
- (2) the spouse, child, parent, brother or sister of that "employee" as a consequence of paragraph (1) above.

This exclusion applies whether the Insured 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.

This exclusion does not apply to liability assumed by the Insured under an "insured contract."

**f. Pollution**

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- (a) at or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
  - (i) "bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
  - (ii) "bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that Additional Insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that Additional Insured; or
  - (iii) "bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

- (b) at or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

- (c) which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
  - (i) any insured; or

- (ii) any person or organization for whom you may be legally responsible; or
  - (d) at or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
    - (i) "bodily injury" or "property damage" arising out of 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 such insured, contractor or subcontractor;
    - (ii) "bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
    - (iii) "bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire."
    - (e) at or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants."
  - (2) Any loss, cost or expense arising out of any:
    - (a) request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
    - (b) claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants."
- However, this paragraph does not apply to liability for damages because of "property damage" that the Insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

**g. Aircraft, Auto or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any air-

craft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading."

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that Insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) a watercraft while ashore on premises you own or rent;
- (2) a watercraft you do not own that is:
  - (a) less than 26 feet long; and
  - (b) not being used to carry persons or property for a charge;
- (3) parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the Insured;
- (4) liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "bodily injury" or "property damage" arising out of:
  - (a) the operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
  - (b) the operation of any of the machinery or equipment listed in paragraph f.(2) or f.(3) of the definition of "mobile equipment."

**h. Mobile Equipment**

"Bodily injury" or "property damage" arising out of:

- (1) the transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) the use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

**i. War**

"Bodily injury" or "property damage," however caused, arising, directly or indirectly, out of:

- (1) war, including undeclared or civil war;
- (2) warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**j. Damage to Property**

"Property damage" to:

- (1) property you own, rent, or occupy, including any costs or expenses incurred by you, 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;
- (2) premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) property loaned to you;
- (4) personal property in the care, custody or control of the Insured;

(5) that particular part of real property on which you or any contractors or sub-contractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) that particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate Limit of Insurance applies to Damage to Premises Rented to You as described in SECTION III - LIMITS OF INSURANCE.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

**k. Damage to Your Product**

"Property damage" to "your product" arising out of it or any part of it.

**l. Damage to Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard."

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

**m. Damage to Impaired Property or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) a defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) a delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

**n. Recall of Products, Work or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "your product";

(2) "your work"; or

(3) "impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

**o. Personal and Advertising Injury**

"Bodily injury" arising out of "personal and advertising injury."

**p. Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury."

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.

**q. Recording and Distribution of Material or Information in Violation of Law**

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

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

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE.**

**Coverage B - Personal and Advertising Injury Liability**

**1. Insuring Agreement**

a. We will pay those sums that the Insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the Insured against any "suit" seeking those damages. However, we will have no duty to defend the Insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) the amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE**; and
- (2) our right and duty to defend end when we have used up the applicable Limit of Insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages **A** and **B**.

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

**2. Exclusions**

This insurance does not apply to:

**a. Knowing Violation of Rights of Another**

"Personal and advertising injury" caused by or at the direction of the Insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury."

**b. Material Published with Knowledge of Falsity**

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the Insured with knowledge of its falsity.

**c. Material Published Prior to Policy Period**

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

**d. Criminal Acts**

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the Insured.

**e. Contractual Liability**

"Personal and advertising injury" for which the Insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the Insured would have in the absence of the contract or agreement.

**f. Breach of Contract**

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement."

**g. Quality or Performance of Goods - Failure to Conform to Statements**

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement."

**h. Wrong Description of Prices**

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement."

**i. Infringement of Copyright, Patent, Trademark or Trade Secret**

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement."

However, this exclusion does not apply to infringement, in your "advertisement," of copyright, trade dress or slogan.

**j. Insureds in Media and Internet Type Businesses**

"Personal and advertising injury" committed by an insured whose business is:

- (1) advertising, broadcasting, publishing or telecasting;
- (2) designing or determining content of web sites for others; or
- (3) an Internet search, access, content or service provider.

However, this exclusion does not apply to paragraphs 14.a., b. and c. of "personal and advertising injury" under the **Definitions** section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

**k. Electronic Chat Rooms or Bulletin Boards**

"Personal and advertising injury" arising out of an electronic chat room or bulletin board the Insured hosts, owns, or over which the Insured exercises control.

**l. Unauthorized Use of Another's Name or Product**

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain

name or metatag, or any other similar tactics to mislead another's potential customers.

**m. Pollution**

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

**n. Pollution-related**

Any loss, cost or expense arising out of any:

- (1) request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants."

**o. War**

"Personal and advertising injury," however caused, arising, directly or indirectly, out of:

- (1) war, including undeclared or civil war;
- (2) warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**p. Recording and Distribution of Material or Information in Violation of Law**

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

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

**Coverage C - Medical Payments**

**1. Insuring Agreement**

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) on premises you own or rent;
- (2) on ways next to premises you own or rent; or
- (3) because of your operations;

provided that:

- (a) the accident takes place in the "coverage territory" and during the policy period;
- (b) the expenses are incurred and reported to us within one year of the date of the accident; and



(c) the injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable Limit of Insurance. We will pay reasonable expenses for:

- (1) first aid administered at the time of an accident;
- (2) necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) necessary ambulance, hospital, professional nursing and funeral services.

**2. Exclusions**

We will not pay expenses for "bodily injury":

**a. Any Insured**

To any insured, except "volunteer workers."

**b. Hired Person**

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

**c. Injury on Normally Occupied Premises**

To a person injured on that part of premises you own or rent that the person normally occupies.

**d. Workers' Compensation and Similar Laws**

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

**e. Athletics Activities**

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

**f. Products-Completed Operations Hazard**

Included within the "products-completed operations hazard."

**g. Coverage A Exclusions**

Excluded under Coverage A.

**Supplementary Payments - Coverages A and B**

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable Limit of Insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$250 a day because of time off from work.
- e. All court costs taxed against the Insured in the "suit." However, these payments do not include attorneys' fees or attorneys' expenses taxed against the Insured.
- f. Prejudgment interest awarded against the Insured on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit of Insurance.

These payments will not reduce the Limits of Insurance.

2. If we defend an insured against a "suit" and an indemnitee of the Insured is also named as a party to the "suit," we will defend that indemnitee if all of the following conditions are met:

- a. the "suit" against the indemnitee seeks damages for which the Insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. this insurance applies to such liability assumed by the Insured;
- c. the obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the Insured in the same "insured contract";
- d. the allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the Insured and the interests of the indemnitee;
- e. the indemnitee and the Insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the Insured and the indemnitee; and
- f. the indemnitee:

(1) Agrees in writing to:

- (a) cooperate with us in the investigation, settlement or defense of the "suit";
- (b) immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
- (c) notify any other insurer whose coverage is available to the indemnitee; and
- (d) cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

- (a) obtain records and other information related to the "suit"; and
- (b) conduct and control the defense of the indemnitee in such "suit."

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of paragraph 2.b.(2) of SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable Limit of Insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in paragraph f. above, are no longer met.

**SECTION II - WHO IS AN INSURED**

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

damages because of the injury described in paragraph (1)(a) or (b) above; or

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

(d) arising out of his or her providing or failing to provide professional health care services.

2. Each of the following is also an insured:

(2) "Property damage" to property:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees," other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(a) owned, occupied or used by;

(b) rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

(1) "Bodily injury" or "personal and advertising injury":

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

(a) to you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) with respect to liability arising out of the maintenance or use of that property; and

(2) until your legal representative has been appointed.

(b) to the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of paragraph (1)(a) above;

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

(c) for which there is any obligation to share damages with or repay someone else who must pay

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a named insured if there is no other similar insurance available to that organization. However:

a. coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a named insured in the Declarations.

**SECTION III - LIMITS OF INSURANCE**

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. insureds;
  - b. claims made or "suits" brought; or
  - c. persons or organizations making claims or bringing "suits."
2. The General Aggregate Limit is the most we will pay for the sum of:
  - a. medical expenses under Coverage **C**;
  - b. damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
  - c. damages under Coverage **B**.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to paragraph 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Subject to paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
  - a. damages under Coverage **A**; and
  - b. medical expenses under Coverage **C**
 because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to paragraph 5. above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

**SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**

**1. Bankruptcy**

Bankruptcy or insolvency of the Insured or of the Insured's estate will not relieve us of our obligations under this Coverage Part.

**2. Duties in the Event of Occurrence, Offense, Claim or Suit**

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
  - (1) how, when and where the "occurrence" or offense took place;

(2) the names and addresses of any injured persons and witnesses; and

(3) the nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) immediately record the specifics of the claim or "suit" and the date received; and

(2) notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

(1) immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) authorize us to obtain records and other information;

(3) cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the Insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that Insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

**3. Legal Action Against Us**

No person or organization has a right under this Coverage Part:

a. to join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. to sue us on this Coverage Part unless all of its terms have been fully complied with.

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

**4. Other Insurance**

If other valid and collectible insurance is available to the Insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

**a. Primary Insurance**

This insurance is primary except when paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in paragraph **c.** below.

**b. Excess Insurance**

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) that is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) that is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) that is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) if the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to exclusion g. of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability.**

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the Insured against any "suit" if any other insurer has a duty to defend the Insured against that "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to the Insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) the total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) the total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this **Excess Insurance** Provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it

has paid its applicable Limit of Insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable Limit of Insurance to the total applicable Limits of Insurance of all insurers.

**5. Premium Audit**

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

**6. Representations**

By accepting this Policy, you agree:

a. the statements in the Declarations are accurate and complete;

b. those statements are based upon representations you made to us; and

c. we have issued this Policy in reliance upon your representations.

**7. Separation of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. as if each named insured were the only named insured; and
- b. separately to each insured against whom claim is made or "suit" is brought.

**8. Transfer of Rights of Recovery Against Others to Us**

If the Insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The Insured must do nothing after loss to impair them. At our request, the Insured will bring "suit" or transfer those rights to us and help us enforce them.

**9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

**SECTION V - DEFINITIONS**

**1. "Advertisement"** means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- a. notices that are published include material placed on the Internet or on similar electronic means of communication; and
- b. regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

**2. "Auto"** means:

- a. a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

- b. any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment."

**3. "Bodily injury"** means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

**4. "Coverage territory"** means:

- a. the United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. international waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in paragraph a. above; or
- c. all other parts of the world if the injury or damage arises out of:

- (1) goods or products made or sold by you in the territory described in paragraph a. above;
- (2) the activities of a person whose home is in the territory described in paragraph a. above, but is away for a short time on your business; or
- (3) "personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the Insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in paragraph a. above or in a settlement we agree to.

**5. "Employee"** includes a "leased worker". "Employee" does not include a "temporary worker".

**6. "Executive officer"** means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

7. **"Hostile fire"** means one which becomes uncontrollable or breaks out from where it was intended to be.

8. **"Impaired property"** means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

- a. it incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. you have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

9. **"Insured contract"** means:

- a. a contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. a sidetrack agreement;
- c. any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. an obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. an elevator maintenance agreement;
- f. that part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) that indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) under which the Insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the Insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

10. **"Leased worker"** means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker."

11. **"Loading or unloading"** means the handling of property:

- a. after it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. while it is in or on an aircraft, watercraft or "auto"; or
- c. while it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;



but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. vehicles maintained for use solely on or next to premises you own or rent;
- c. vehicles that travel on crawler treads;
- d. vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

- (1) power cranes, shovels, loaders, diggers or drills; or
- (2) road construction or resurfacing equipment such as graders, scrapers or rollers;

e. vehicles not described in paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

- (1) air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
- (2) cherry pickers and similar devices used to raise or lower workers;

f. vehicles not described in paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) equipment designed primarily for:

- (a) snow removal;
- (b) road maintenance, but not construction or resurfacing; or
- (c) street cleaning;

(2) cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Personal and advertising injury" means injury, including consequential "bodily injury," arising out of one or more of the following offenses:

- a. false arrest, detention or imprisonment;
- b. malicious prosecution;
- c. the wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

- e. oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. the use of another's advertising idea in your "advertisement"; or
- g. infringing upon another's copyright, trade dress or slogan in your "advertisement".

**15. "Pollutants"** mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

**16. "Products-completed operations hazard":**

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) products that are still in your physical possession; or
- (2) work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

- (a) When all of the work called for in your contract has been completed.
- (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
- (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

- (1) the transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) the existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

**17. "Property damage" means:**

- a. physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, 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.

**18. "Suit"** means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. an arbitration proceeding in which such damages are claimed and to which the Insured must submit or does submit with our consent; or

b. any other alternative dispute resolution proceeding in which such damages are claimed and to which the Insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

a. Means:

(1) any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) you;

(b) others trading under your name; or

(c) a person or organization whose business or assets you have acquired; and

(2) containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) the providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

(1) work or operations performed by you or on your behalf; and

(2) materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) the providing of or failure to provide warnings or instructions.

## EMPLOYEE BENEFITS LIABILITY COVERAGE FORM EXCLUDING FIDUCIARY LIABILITY

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

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

The word "insured" means any person or organization qualifying as such under **SECTION II - WHO IS AN INSURED**.

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

### SECTION I - EMPLOYEE BENEFITS COVERAGES

#### 1. Insuring Agreement

- a. We will pay those sums that the Insured becomes legally obligated to pay as damages sustained by an employee, former employee, prospective employee, or the beneficiaries or legal representatives thereof, and caused by any "negligent act, error or omission" of the Insured or any other person for whose acts you are legally liable in the "administration" of your "employee benefit program."

This insurance applies to any "negligent act, error, or omission" which occurs in the "coverage territory" and during the policy period.

We will have the right and duty to defend any "suit" seeking those damages. However, we will have no duty to defend the Insured against any "suit" seeking damages for any "negligent act, error, or omission" to which this insurance does not apply. We may, at our discretion, investigate any "negligent act, error, or omission" and settle any "claim" or "suit" that may result. But:

- (1) the amount we pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE**.

- (2) our right and duty to defend end when we have used up the applicable Limit of Insurance in the payment of judgments or settlements under this Coverage Part.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplemental Payments.

#### 2. Exclusions

This insurance does not apply to:

- a. Damages actually or allegedly arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error, or omission, committed by any insured, including, but not limited to, the willful violation of any statute.
- b. Damages claimed for any "bodily injury," "property damage" or "personal and advertising injury."
- c. Damages actually or allegedly arising out of any breach of or failure to perform any contract by any insured or insurer.
- d. Damages arising out of an insufficiency of funds to meet any obligations under any plan included in an "employee benefit program."

e. Damages actually or allegedly arising out of any:

- (1) failure of any investment to perform as predicted, expected, anticipated, advertised, or desired;
- (2) advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program";
- (3) error in providing information on past performance of any investment vehicle; or
- (4) investment or non-investment of funds.

f. Damages arising out of your failure to comply with the mandatory provisions of any law concerning workers' compensation, employment compensation insurance, social security or disability benefits law, or any similar law.

g. Damages for which the Insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local law.

h. Any "claim" arising from any failure to pay an employee benefit, to the extent such employee benefit is payable from applicable accrued funds or other collectible insurance, with the reasonable effort and cooperation of the Insured.

i. Any tax, fine, or penalty, including, but not limited to, those imposed under the Internal Revenue Code or any similar state or local law.

j. Damages actually or allegedly arising out of wrongful termination of employment, any unlawful discrimination, or any other employment related practice.

2. The cost of bonds to release attachments, but only for bond amounts within the applicable Limit of Insurance. We do not have to furnish these bonds.

3. All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defense of the "claim" or "suit," including actual loss of earnings up to \$250 a day because of time off from work.

4. All court costs taxed against the Insured in the "suit." However, these payments do not include attorneys' fees or attorneys' expenses taxed against the Insured.

5. Prejudgment interest awarded against the Insured on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any prejudgment interest based on that period of time after we made the offer.

6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit of Insurance.

These payments will not reduce the Limits of Insurance.

**SECTION II - WHO IS AN INSURED**

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture, or limited liability company, you are an insured. Your "executive of-

**Supplementary Payments**

We will pay, with respect to any "claim" we investigate or settle, or any "suit" against an insured we defend:

- 1. All expenses we incur.

ficers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. The following are also insureds:

a. Each of your "employees" who is or was authorized to administer your "employee benefit program," but only with respect to their "administration" of your "employee benefit program."

b. Any person, organization, or "employee" having proper temporary authorization to administer your "employee benefit program" if you die, but only with respect to their "administration" of your "employee benefit program" and only until your legal representative is appointed.

c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Form.

d. Any organization you newly acquire or form, other than a partnership, joint venture, or limited liability company, and over which you maintain ownership or majority interest, will qualify as a named insured if there is no other similar insurance available to that organization. However:

(1) coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

(2) coverage does not apply to "negligent acts, errors, or omissions" that occurred before you acquired or formed the organization:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a named insured in the Declarations.

**SECTION III - LIMITS OF INSURANCE**

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. insureds;

b. "claims" made or "suits" brought;

c. persons or organizations making "claims" or bringing "suits";

d. "negligent acts, errors, or omissions"; or

e. benefits included in your "employee benefit program."

2. The Limits of Liability shown in the Declarations applicable to Each Claim is, subject to the following provision respecting Aggregate, the most we will pay for all damages arising out of any covered "claim."

The Limit of Liability shown in the Declarations as Aggregate is the most we will pay for the sum of all damages on account of all "claims."

The limits of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

**SECTION IV - DEDUCTIBLE**

1. Our obligation to pay damages on your behalf applies only to the amount of damages in excess of the deductible amount stated in the Declarations. The Limits of Insurance shall not be reduced by the amount of the deductible.

2. The terms of this insurance, including those with respect to:

(a) our right and duty to defend any "suits" seeking those damages; and

(b) your duties, and the duties of any other involved insured, in the event of a "negligent act, error, or omission," "claim," or "suit";

apply irrespective of the application of the deductible amount.

3. We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

**SECTION V - EMPLOYEE BENEFITS LIABILITY CONDITIONS**

**1. Bankruptcy**

Bankruptcy or insolvency of the Insured, or of the Insured's estate, will not relieve us of our obligations under this Coverage Part.

**2. Duties in the Event of a "Claim" or "Suit"**

a. You and any other involved insured must see to it that we are notified as soon as practicable of any "negligent act, error, or omission" which may result in a "claim." To the extent possible, notice should include:

- (1) how, when and where the "negligent act, error, or omission" took place;
- (2) the names and addresses of any injured persons and witnesses; and
- (3) the nature of any injury or damage arising out of the "negligent act, error, or omission."

b. If a "claim" is received by an insured, or a "suit" is brought against any insured, you must:

- (1) immediately record the specifics of the "claim" or "suit" and the date received; and
- (2) notify us as soon as practicable.

You and any other involved insured must see to it that we receive written notice of the "claim" or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) immediately send us copies of any demands, notices, summonses, or legal papers received in connection with the "claim" or "suit";

(2) authorize us to obtain records and other information;

(3) cooperate with us in the investigation, settlement, or defense of the "claim" or "suit"; and

(4) assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the Insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

**3. Legal Action Against Us**

No person or organization has a right under this Coverage Part:

- a. to join us as a party or bring us into a "suit" asking for damages from an insured; or
- b. to sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured, but we will not be liable for damages that are not due under the terms of this Coverage Part or that are in excess of the Limits of Insurance. An agreed settlement means a settlement and release of liability signed by us, the Insured, and the claimant or the claimant's legal agent.

**4. Other Insurance**

If other valid and collectible insurance is available to the Insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

**(a) Primary Insurance**

This insurance is primary except when paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in paragraph c. below.

**(b) Excess Insurance**

As respects any additional insured added to this Policy by attachment of an endorsement, this insurance is excess over any other insurance available to that Insured that applies on a primary basis to any "claim," "suit," "negligent act, error, or omission," or damages to which this Policy also applies.

When this insurance is excess, we will have no duty to defend that Insured against any "suit" if any other insurer has a duty to defend the Insured against that "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to the Insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) the total amount that all such other insurance, would pay for the loss in the absence of this insurance; and
- (2) the total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**(c) Method of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable Limit of Insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable Limit of Insurance to the total applicable Limits of Insurance of all insurers.

**5. Premium Audit**

- a. We will compute all premiums for this endorsement in accordance with our rules and rates.
- b. Premium shown as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill.

If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.

- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

**6. Representations**

By accepting this Policy, you agree:

- a. the statements in the Declarations are accurate and complete;
- b. those statements are based upon representations you made to us; and
- c. we have issued this Policy in reliance upon your representations.

**7. Separation of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned to the first Named Insured, this insurance applies:

- a. as if each named insured were the only named insured; and
- b. separately to each insured against whom "claim" is made or "suit" is brought.

**8. Transfer of Rights of Recovery Against Others to Us**

If the Insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The Insured must do nothing after loss to



impair them. At our request, the Insured will bring "suit" or transfer those rights to us and help us enforce them.

**9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

**SECTION VI - DEFINITIONS**

**1. "Administration"** means:

- a. giving counsel or providing information to "employees," or to their dependents or beneficiaries, with respect to the eligibility for or scope of any "employee benefit program."
- b. interpreting any "employee benefit program";
- c. handling records in connection with any "employee benefit program";
- d. effecting enrollment, or continuing, terminating, or canceling any "employee's" participation in any benefit included in an "employee benefits program," provided all such acts are authorized by you.

However, "administration" does not include handling any payroll deductions.

**2. "Advertisement"** means a notice that is broadcast or published to the general public or specific market segments about your goods, products, or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- a. notices that are published include material placed on the internet or on similar electronic means of communication; and
- b. regarding web sites, only that part of a web site that is about your goods, products, or services for the purpose of attracting customers or supporters is considered an advertisement.

**3. "Bodily injury"** means bodily injury, sickness, or disease sustained by a person, including death resulting from any of these at any time.

**4. "Cafeteria plans"** means plans authorized by applicable law to allow employees to elect to pay for certain benefits with their own pretax dollars.

**5. "Claim"** means any demand made or "suit" brought, by an "employee" or an "employee's" dependents or beneficiaries, for damages as a result of a "negligent act, error, or omission" in the "administration" of your "employee benefit program."

**6. "Coverage territory"** means the United States of America (including its territories and possessions), Puerto Rico and Canada.

**7. "Employee"** means a person currently or formerly employed, on leave of absence, disabled, or retired. "Employee" includes a "leased worker." "Employee" does not include a "temporary worker."

**8. "Employee benefit program"** means a program providing some or all of the following benefits to "employees," whether provided through a "cafeteria plan" or otherwise:

- a. group life insurance; group accident or health insurance; dental, vision, and hearing plans; and flexible spending accounts; provided that **(i)** no one other than an "employee" may subscribe to such benefits and **(ii)** such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
- b. profit sharing plans, employee savings plans, employee stock ownership plans, pension plans, and stock subscription plans; provided that **(i)** no one other than an "employee" may subscribe to such benefits and **(ii)** such benefits are made generally available to all "employees" who are eligible for such benefits under the plan;
- c. unemployment insurance, social security benefits, workers' compensation and disability benefits;
- d. vacation plans, including buy and sell programs; leave of absence programs, including those for military, maternity, fam-

ily, and civil leaves; tuition assistance plans; transportation and health club subsidies; and

e. any other similar plan designated in the Declarations or added thereto by endorsement.

9. **"Leased Worker"** means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker."

10. **"Negligent act, error, or omission"** means the failure to execute a required action, or the execution of a mistaken action, committed in the administration of the Insured's "employee benefit program."

11. **"Personal and advertising injury,"** means injury, including consequential "bodily injury," arising out of one or more of the following offenses:

- a. false arrest, detention or imprisonment;
- b. malicious prosecution;
- c. the wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord, or lessor;
- d. oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organizations' goods, products, or services;
- e. oral or written publication, in any manner, of material that violates a person's right of privacy.

f. the use of another's advertising idea in your "advertisement";

g. infringing upon another's copyright, trade dress, or slogan in your "advertisement."

12. **"Property damage"** means:

- a. physical injury to tangible property, including all resulting loss of use of that property; or
- b. loss of use of tangible property that is not physically injured.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, 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 or hardware, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices, or any other media which are used with electronically controlled equipment.

13. **"Suit"** means a civil proceeding in which damages because of a "negligent act, error, or omission" to which this insurance applies are claimed. "Suit" includes:

- a. an arbitration proceeding in which such damages are claimed and to which the Insured must submit, or does submit with our consent; or
- b. any other alternative dispute resolution proceeding in which such damages are claimed and to which the Insured submits with our consent.

14. **"Temporary worker"** means a person who substitutes for a permanent "employee" on leave, or to meet seasonal or short-term workload conditions.

## PROFESSIONAL LIABILITY INSURANCE

Various provisions of this **Professional Liability Coverage Part** restrict coverage. Read the entire Coverage Part carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Part, the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a named insured under this Coverage Part. The words "we," "us," and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION III - WHO IS AN INSURED** of this Coverage Part.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION VI - DEFINITIONS** of this Coverage Part.

### SECTION I - PROFESSIONAL LIABILITY COVERAGE

#### 1. Insuring Agreement

a. We will pay those sums the Insured becomes legally obligated to pay as "damages" because of any act, error, or omission committed by:

- (1) an insured in the rendering of or failure to render "Professional Services"; or
- (2) another person or organization for whom the Named Insured is vicariously liable, in the course of that person's or organization's rendering of or failure to render "Professional Services" for or on behalf of the Named Insured;

as part of the Named Insured's operations as a social service, human service, religious, educational, or cultural organization.

We will have the right and duty to defend the Insured against any "suit" seeking those "damages." However, we will have no duty to defend the Insured against any "suit" seeking "damages" for any act, error, or omission to which this insurance does not apply. We may, at our discretion, investigate and settle any claim or "suit" that may result. But:

(a) the amount we will pay for "damages" is limited as described in **SECTION IV - LIMITS OF INSURANCE** of this Coverage Part; and

(b) our right and duty to defend end when we have used up the applicable Limit of Insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SECTION II - SUPPLEMENTARY PAYMENTS** of this Coverage Part.

b. This insurance applies to the "damages" described in **1.a.**, above, only if:

- (1) the act, error, or omission takes place in the "coverage territory,"
- (2) the act, error, or omission takes place during the policy period, and
- (3) prior to the policy period, no insured knew that the act, error, or omission had occurred, in whole or in part. If any insured knew, prior to the policy period, that the act, error, or omission had occurred, in whole or in part, then any continuation, change, or resumption of such act, error, or omission during or after the policy period will be deemed to have been known prior to the policy period.

c. Any act, error, or omission that occurs during the policy period and was not, prior to the policy period, known by any insured to have occurred, includes any continuation, change or resumption of that act, error, or omission after the end of the policy period.

d. Any act, error, or omission will be deemed to have been known to have occurred at the earliest time when any insured:

- (1) reports all, or any part, of the act, error, or omission to us or any other insurer;
- (2) receives a written or oral demand or claim for "damages" because of the act, error, or omission; or
- (3) becomes aware by any other means that the act, error, or omission has occurred or has begun to occur.

**2. Exclusions**

This insurance does not apply to any:

a. "Damages" because of any liability for any injury, loss, harm, cost, or expense, expected or intended from the standpoint of the Insured.

b. "Damages" because of any liability arising out of any criminal or fraudulent act committed by or at the direction of the Insured. This exclusion applies regardless of:

- (1) whether or not the criminal or fraudulent act constitutes a felony, misdemeanor, violation, or any other particular type, grade, or level of offense; and
- (2) whether or not the Insured is prosecuted for, pleads guilty to, or is convicted of, any offense.

c. Administrative hearing, investigation, licensure proceeding, enforcement proceeding, or any similar proceeding by any federal, state, or local governmental, administrative, or regulatory agency.

d. "Damages" because of any:

- (1) Liability assumed by any insured under any contract or agreement.

(2) Insured's failure to perform or comply with any duty or requirement under a contract, express or implied warranty, or agreement.

This exclusion does not apply to liability that the Insured would have in the absence of the contract or agreement.

e. "Damages" because of any liability by reason of:

- (1) causing or contributing to the intoxication of any person;
- (2) furnishing alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) any statute, ordinance, or regulation relating to the sale, gift, distribution, or use of alcoholic beverages.

f. Obligation of any insured under a workers' compensation, disability benefits, or unemployment compensation law, or any similar law.

g. "Damages" because of any liability to:

- (1) any person, arising out of any:
  - (a) refusal to employ that person;
  - (b) termination of that person's employment; or
  - (c) employment-related practices, policies, acts, or omissions, including but not limited to coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, or discrimination directed at that person; or
- (2) the spouse, child, parent, brother, or sister of that person as a consequence of any employment-related practice described in (1)(a), (1)(b), or (1)(c).

This exclusion applies:

- (i) whether the injury-causing event described in paragraphs (1)(a), (1)(b) or (1)(c) above occurs before employment, during employment or after employment of that person;

- (ii) whether the Insured may be liable as an employer or in any other capacity; and
- (iii) to any obligation to share "damages" with or repay someone else who must pay "damages" to the "employee" or to the "employee's" spouse, child, parent, brother, or sister.

**h.** "Damages" because of any liability to:

- (1) any "employee" of the Insured arising out of and in the course of:
  - (a) employment by the Insured; or
  - (b) performing duties related to the conduct of the Insured's business; or
- (2) the spouse, child, parent, brother, or sister of that "employee" as a consequence of paragraphs (1)(a) or (1)(b).

This exclusion applies:

- (i) whether the Insured may be liable as an employer or in any other capacity; and
  - (ii) to any obligation to share "damages" with or repay someone else who must pay "damages" to the "employee" or to the "employee's" spouse, child, parent, brother, or sister.
- i.** "Damages" because of any liability of any insured to any other insured. This exclusion does not apply to "damages" for harm to one of your "volunteer workers."
  - j.** "Damages" because of any liability arising out of any employee benefit plan or self-insured fund, or for any amount due under any fringe benefit or retirement program.
  - k.** "Damages" because of any liability under the Employment Retirement Income Security Act of 1974 (as amended) or any similar federal or state law.

**l.** "Damages" because of any:

- (1) Liability arising in whole or in part from the actual, alleged, or threatened discharge, dispersal, seepage, migra-

tion, release, escape, or presence of, or exposure to, any "pollutant," from any source, at any location, at any time.

**(2)** Loss, cost, or expense which would not have occurred in whole or in part but for any:

- (a) request, demand, or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, abate, or neutralize, or in any way respond to or assess the effects of, any "pollutant"; or
- (b) claim or "suit" by or on behalf of any federal, state, or local governmental authority because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, abating, or neutralizing, or in any way responding to or assessing the effects of, any "pollutant."

**m.** "Damages" because of any:

- (1) Liability arising in whole or in part from the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, escape, inhalation, absorption, ingestion, or presence of, or exposure to, lead in any form, from any source, in any location, at any time.
- (2) Loss, cost, or expense which would not have occurred in whole or in part but for any:
  - (a) request, demand, or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, abate, or neutralize, or in any way respond to or assess the effects of, lead in any form, from any source, or
  - (b) claim or "suit" by or on behalf of any federal, state, or local governmental authority because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, abating, or neutralizing, or in any way responding to or assessing the effects of, lead in any form, from any source.

n. "Damages" because of any:

(1) Liability arising in whole or in part from the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, escape, inhalation, absorption, ingestion, or presence of, or exposure to, asbestos in any form, from any source, in any location, at any time.

(2) Loss, cost, or expense which would not have occurred in whole or in part but for any:

(a) request, demand, or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, abate, or neutralize, or in any way respond to or assess the effects of, asbestos in any form, from any source; or

(b) claim or suit by or on behalf of any federal, state, or local governmental authority because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, abating, or neutralizing, or in any way responding to or assessing the effects of, asbestos in any form, from any source.

o. "Damages" because of any:

(1) liability arising in whole or in part from the actual, alleged, or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material, or product contributed concurrently or in any sequence to such injury or damage; or

(2) loss, cost, or expense which would not have occurred in whole or part but for any:

(a) request, demand, or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, abate, or neutralize, or in any way respond

to or assess the effects of, "fungi" or bacteria in any form, from any source; or

(b) claim or suit by or on behalf of any federal, state, or local governmental authority because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, abating, or neutralizing, or in any way responding to or assessing the effects of, any "fungi" or bacteria, in any form, from any source.

This exclusion does not apply to any "fungi" or bacteria that are intended to be, be on, or be contained in, a good or product intended for human consumption as food.

p. "Damages" because of any liability arising out of the ownership, maintenance, use, or entrustment to others of any aircraft, "auto," or watercraft, whether or not owned or operated by, or rented or loaned to, any insured. Use includes operation and loading or unloading.

This exclusion applies even if the claim or "suit" against any insured alleges negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by that Insured, if the liability arises from the ownership, maintenance, use, or entrustment to others of any aircraft, "auto," or watercraft, whether or not owned or operated by, or rented or loaned to, any insured.

q. "Damages" because of any insured's liability to:

(1) any company, corporation, or other organization, or

(2) any shareholder, owner, or creditor of any company, corporation, or other organization,

of which that Insured is a director or officer, if such liability arises directly or indirectly out of any act, error, or omission by any insured, committed in that Insured's capacity as a director or officer of that company, corporation, or other organization. This exclusion applies regardless of

whether or not the act, error, or omission was performed by or on behalf of the Named Insured.

threatened, or alleged violation of any local, state, or federal civil rights law, regulation, or ordinance.

r. "Damages" because of any liability arising directly or indirectly out of:

- (1) service by any insured for or as a member of any board or committee of any organization. This includes, but is not limited to, any board or committee relating to peer review, credentialing, quality assurance, utilization review, professional discipline, risk management, patient or client grievances, staff grievances, or professional education; or
- (2) the activities of any insured as a proprietor, superintendent, officer, director, shareholder, manager, or employee of any organization other than the Named Insured; or
- (3) any insured's capacity as a fiduciary, trustee, legal representative, guardian, banker, creditor, tax preparer, or lender.

s. "Damages" because of any liability arising out of "Abuse."

t. "Damages" because of any liability arising out of any failure to integrate, segregate, or desegregate:

- (1) student enrollment;
- (2) student participation in educational or extracurricular activities;
- (3) busing or other transportation of students; or
- (4) the provision or receipt of any service, accommodation, or benefit;

on the basis of race, religion, sex, age, ethnic background, national origin, physical or mental disability, sexual orientation, or any other basis prohibited by applicable law.

u. "Damages" because of any liability arising out of any discrimination, or failure to discriminate, on account of race, religion, sex, age, ethnic background, national origin, physical or mental disability, or sexual orientation, or arising out of any actual,

**SECTION II - SUPPLEMENTARY PAYMENTS**

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

- 1. All expenses we incur.
- 2. The cost of bonds to release attachments, but only for bond amounts within the applicable Limit of Insurance. We do not have to furnish these bonds.
- 3. All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$250 a day because of time off from work.
- 4. All court costs taxed against the Insured in the "suit." However, these payments do not include attorneys' fees or attorneys' expenses taxed against the Insured.
- 5. Prejudgment interest awarded against the Insured on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- 6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit of Insurance.

These payments will not reduce the applicable Limits of Insurance.

**SECTION III - WHO IS AN INSURED**

- 1. If you are designated in the Declarations as:
  - a. An individual, you are an insured.
  - b. A partnership or joint venture, you are an insured. Your partners or members are also insureds, but only with respect to their duties as your partners or members.
  - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of

your business. Your managers are insureds, but only with respect to their duties as your managers.

- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers," members of your board of trustees, and your directors, governors, and stockholders are also insureds, but only with respect to their duties as your "executive officers," members of your board of trustees, and your directors, governors, and stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as your trustees.

2. Each of the following is also an insured:

- a. Your "employees," other than either your "executive officers" (if you are an organization other than a partnership, joint venture, or limited liability company) or your managers (if you are a limited liability company), but only while performing duties as such for the Named Insured.
- b. Your "volunteer workers," but only while performing duties related to the conduct of your business.

However, no "employee" or "volunteer worker" is an insured for any liability:

- (1) to you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to any of your "employees" while they are in the course of their employment or performing duties relating to the conduct of your business, or to any of your "volunteer workers" while they are performing duties relating to the conduct of your business;
- (2) to the spouse, child, parent, brother, or sister of any "employee" or "volunteer worker" as a consequence of (1), above;
- (3) for which there is any obligation to share damages or repay someone else who must pay damages because of a liability described in (1) or (2), above.

No person or organization is an insured with respect to the conduct of any current or past part-

nership, joint venture, or limited liability company that is not shown as a named insured in the Declarations.

#### SECTION IV - LIMITS OF INSURANCE

- 1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. insureds;
  - b. claims made or "suits" brought;
  - c. persons or organizations making claims or bringing "suits"; or
  - d. coverage parts or insuring agreements in this Policy.
- 2. Subject to subparagraph c. of **SECTION V - CONDITIONS, 4. Other Insurance**, the Aggregate Limit shown in the **Professional Liability Coverage Part Declarations** is the most we will pay for the sum of all "damages" under this **Professional Liability Coverage Part**.
- 3. Subject to **SECTION V - CONDITIONS, 4. Other Insurance**, the Each Act, Error, or Omission Limit shown in the **Professional Liability Coverage Part Declarations** is the most we will pay for the sum of all damages in connection with the same act, error, or omission, or in connection with the same group or series of similar or interrelated acts, errors, or omissions, regardless of the number of insureds, claims, "suits," or claimants.

The limits of this **Professional Liability Coverage Part** apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

#### SECTION V - CONDITIONS

##### 1. Bankruptcy

Bankruptcy or insolvency of the Insured or of the Insured's estate will not relieve us of our obligations under this Coverage Part.



**2. Duties in the Event of an Act, Error, Omission, Claim or "Suit"**

a. You must see to it that we are notified as soon as practicable of the occurrence of any act, error, or omission which may result in a claim or "suit." To the extent possible, notice should include:

- (1) how, when, and where the act, error, or omission took place;
- (2) the names and addresses of injured persons and witnesses;
- (3) the nature and location of any injury or damage.

b. If a claim is made or "suit" is brought against any insured you must:

- (1) immediately record the specifics of the claim or "suit" and the date received; and
- (2) notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) immediately send us copies of any demands, notices, summonses, or legal papers received in connection with the claim or "suit";
- (2) authorize us to obtain records and other information;
- (3) cooperate with us in the investigation, settlement, or defense of the claim or "suit"; and
- (4) assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the Insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at their own cost, voluntarily make any payment, assume any obligation, or incur any expense without our consent.

**3. Legal Action Against Us**

No person or organization has a right under this Coverage Part:

- a. to join us as a party or otherwise bring us into a "suit" asking for "damages" from an insured; or
- b. to sue us on this Coverage Part unless all of its terms have been fully complied with.

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

**4. Other Insurance**

If other valid and collectible insurance is available to the Insured for a loss we cover under this **Professional Liability Coverage Part**, our obligations are limited as follows:

**a. Primary Insurance**

This insurance is primary. Our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **b.**, below.

**b. Method of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable Limit of Insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable Limit of Insurance to the total applicable Limits of Insurance of all insurers.

**c. Two or More Coverage Parts, Coverage Forms, or Policies Issued by Us**

If this **Professional Liability Coverage Part** and any other coverage form, coverage part, or policy issued by us or by any company affiliated with us both apply, in whole or in part, to the same claim, "suit," loss, act, error, omission, or "damages," then no two or more of their applicable Limits of Insurance may be combined to apply to that claim, "suit," loss, act, error, omission, or those "damages." Instead, the applicable Limit of Insurance of all such coverage parts, coverage forms, or policies, taken together, shall not exceed the highest applicable Limit of Insurance under any one such coverage part, coverage form, or policy. This condition does not apply to any coverage part, coverage form, or policy issued by us or an affiliated company specifically to apply only as excess insurance over this Coverage Part.

**5. Representations**

By accepting this Policy, you agree:

- a. the statements in the Declarations are correct and complete;
- b. those statements are based upon representations you made to us; and
- c. we have issued this Policy in reliance upon your representations.

**6. Separation of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this **Professional Liability Coverage Part** to the first Named Insured, this insurance applies:

- a. as if each named insured were the only named insured; and
- b. separately to each insured against whom claim is made or "suit" is brought.

**7. Transfer of Rights of Recovery Against Others to Us**

If the Insured has rights to recover all or part of any payment we have made under this **Professional Liability Coverage Part**, those rights are transferred to us. The Insured must do nothing after loss to impair them. At our

request, the Insured will bring "suit" or transfer those rights to us and help us enforce them.

**8. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date. If notice is mailed, proof of mailing will be sufficient proof of notice.

**SECTION VI - DEFINITIONS**

The following terms used in this **Professional Liability Insurance Coverage** have the following meanings.

**1. "Abuse" includes:**

- a. any actual, threatened, or alleged act, error, omission, conduct, or misconduct, that a claim or "suit" alleges to be, or to constitute, any form of abuse (including, but not limited to, elder abuse, child abuse, patient abuse, or abuse of a dependent person) under any applicable state or federal statute or regulation; and

- b. any actual, threatened, or alleged act, error, omission, conduct, or misconduct, of one or more of the following kinds:

- (1) sexual behavior, sexual conduct or misconduct, sexual assault, sexual battery, sexual abuse, or sexual molestation, of or directed at a person;

- (2) non-sexual assault, non-sexual battery, or non-sexual abuse, of or directed at a person; and

- (3) any:

- (i) employment;

- (ii) investigation;

- (iii) supervision;

- (iv) reporting to proper authorities, or failure to so report; or

- (v) retention in employment;

of any person actually or allegedly committing, or who has actually or allegedly committed, any conduct or misconduct of a kind described in **b.(1)** or **b.(2)**.

(vi) referral of a patient, student, parishioner, client, or person, to any other person whose conduct or misconduct is described in **a.**, **b.(1)**, or **b.(2)**.

Any conduct or misconduct of a kind described in **b.(1)** through **b.(3)** constitutes "abuse" within the meaning of this definition regardless of whether or not it is alleged to be negligent, reckless, knowing, intentional, fraudulent, oppressive, malicious, or otherwise.

(2) "Auto" means a land motor vehicle, mobile equipment, trailer, or semi trailer, including any attached or towed machinery or equipment.

3. "Coverage territory" means:

- a. the United States of America (including its territories and possessions), Puerto Rico, and Canada;
- b. all other parts of the world if the "damages" arise out of the activities of a person whose home is in the territory described in **a.**, above, but who is away for a short time on your business;

provided the Insured's responsibility to pay "damages" is determined in a "suit" on the merits in the territory described in **a.**, above, or in a settlement we agree to.

4. "Damages" means money damages awarded to compensate for harm, except those as to which applicable law prohibits liability insurance. "Damages" does not include the cost of complying with injunctive relief, declaratory relief, or other equitable actions; fines, penalties, punitive damages, exemplary damages, or any multiplied or enhanced damages; fees, deposits, or commissions; charges for goods or services, or the return, disgorgement, or reimbursement of such charges; or awards of attorneys' fees, attorneys' expenses, or other costs of making a claim or bringing a "suit."

5. "Employee" includes a "leased worker." "Employee" does not include a "temporary worker."

6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws, or any other similar governing document.

7. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxin, spore, scent, or by-product produced or released by any fungus or by the death or decay of any fungus.

8. "Leased worker" means a person leased to you by a labor leasing firm, under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker."

9. "Pollutant" means any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes materials to be recycled, reconditioned, or reclaimed.

10. a. "Professional Services" includes any service:

1. that involves specialized education, knowledge, labor, judgment, and skill, and is predominantly mental or intellectual (as opposed to physical or manual) in nature; and

2. is provided as part of the Named Insured's operations as a social service, human service, religious, educational, or cultural organization, and

3. is not provided by any one or more of the persons listed in **d.**, below.

b. "Professional Services" includes the following:

1. advice, guidance, or assistance;

2. counseling;

3. social work;

4. therapy;

5. daycare;

- 6. nursing or health care;
  - 7. educational instruction or teaching;
  - 8. job training, job placement, job referral, and vocational services; and
  - 9. other services of the kind described in a., above, provided as part of the Named Insured's operations as a social service, human service, religious, educational, or cultural organization.
- c. "Professional Services" includes the furnishing, dispensing, or administration of any prescription or non-prescription drug at the direction of a physician as part of the Named Insured's operation as a social service, human service, religious, educational, or cultural organization.
- d. Subject to c., above, no service performed by a member of any profession listed in d.1. through d.11., below, constitutes a "Professional Service" within the meaning of this Coverage Part; however, this does not apply to any purely administrative or supervisory service that does not involve or require the skill or learning of such a profession, but is performed by a person who is a member of such a profession:
- 1. physician, physician assistant, or psychiatrist;
  - 2. accountant;
  - 3. lawyer;
  - 4. architect or engineer;
  - 5. real estate or investment manager;
  - 6. dentist or dental hygienist;
  - 7. acupuncturist;
  - 8. nurse anesthetist, nurse practitioner, or nurse midwife;
  - 9. x-ray therapist or radiologist;
  - 10. podiatrist, chiropractor, or optometrist; or
  - 11. veterinarian.
11. "Suit" means a civil proceeding in which "damages" to which this insurance applies are alleged. "Suit" includes:
- a. an arbitration proceeding in which such "damages" are claimed and to which the Insured must submit or does submit with our consent; or
  - b. any other alternative dispute resolution proceeding in which such "damages" are claimed, and to which the Insured submits with our consent.
- "Suit" does not include any administrative hearing, investigation, licensure proceeding, enforcement proceeding, or any similar proceeding by any federal, state, or local governmental, administrative, or regulatory agency.
12. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
13. "Volunteer worker" means a person who is not your "employee," and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary, or other compensation by you or anyone else for their work performed for you.

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

**ADDITIONAL INSURED - DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s):**

PINELLAS COUNTY SCHOOL BOARD  
RISK MANAGEMENT DEPARTMENT  
P.O. BOX 2942  
LARGO, FL 33779

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the Additional Insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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

**ADDITIONAL INSURED - ABUSE OR MOLESTATION  
SCHEDULED PERSON OR ORGANIZATION**

This Endorsement modifies and is subject to the insurance provided under the following form:

ABUSE OR MOLESTATION COVERAGE FORM  
ABUSE OR MOLESTATION COVERAGE FORM CLAIMS-MADE

**Schedule**

**Name of Additional Insured Person(s) or Organization(s):**

JUVENILE WELFARE BOARD  
14155 58TH STREET N  
CLEARWATER, FL 33760

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. SECTION III - WHO IS AN INSURED** is amended to include as an Additional Insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "damages" caused, in whole or in part, by any act of "abuse" to which this insurance applies.

However, the insurance afforded to such Additional Insured described above:

- a. only applies to the extent permitted by law; and
- b. will not be broader than that which you are required by the contract or agreement to provide for such Additional Insured.

- B.** With respect to the insurance afforded to these Additional Insureds, the following is added to **Limits of Insurance**:

The most we will pay on behalf of the Additional Insured is the amount of insurance:

- A.** required by the contract or agreement described in paragraph **A.**;
- B.** available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**C. The following is added to Condition 2. Duties in the Event of Abuse, Claim or "Suit":**

An Additional Insured under this endorsement will as soon as practicable:

- a. give written notice of an act of "abuse" that may result in a claim or "suit" under this insurance to us;
- b. tender the defense and indemnity of any claim or "suit" to all insurers who also have insurance available to the Additional Insured; and
- c. agree to make available any other insurance which the Additional Insured has for a loss we cover under this Coverage Part.
- d. we have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" by the Additional Insured.

**D. Primary and Non-Contributory**

This provision applies to any person or organization who qualifies as an Additional Insured under this endorsement under this policy.

Under **CONDITIONS**, the following is added to paragraph 4. **Other Insurance**:

If you have agreed in a written contract or written agreement to provide the Additional Insured coverage on a primary and non-contributory basis, this policy shall be primary and we will not seek contribution from the Additional Insured's policy for damages we cover.

When a written contract or written agreement between you and an Additional Insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the Additional Insured is designated as a named insured.

Regardless of the written agreement between you and an Additional Insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the Additional Insured has been added as an Additional Insured on other policies.

**E. Wavier of Transfer of Rights of Recovery Against Others to Us (Subrogation)**

Under **CONDITIONS**, the following is added to paragraph 7. **Transfer of Rights of Recovery Against Others to Us**:

If required by a written contract or written agreement, we waive any right of recovery we may have against a person or organization because of payment we make for "damages" arising out of your operations under a contract for that person or organization regarding any act of "abuse" provided that the damage occurs subsequent to the execution of the written contract or written agreement.

**F. SECTION I - ABUSE OR MOLESTATION COVERAGE, 2. Exclusions**, paragraph i. is replaced by the following:

"Damages" because of any liability of any insured to any other insured. This exclusion does not apply to "damages" for harm to one of your "volunteer workers." In addition, this exclusion does not apply to any person or organization that qualifies as an Additional Insured under this endorsement.



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

**ADDITIONAL INSURED - PROFESSIONAL LIABILITY  
SCHEDULED PERSON OR ORGANIZATION**

This Endorsement modifies and is subject to the insurance provided under the following form:

PROFESSIONAL LIABILITY INSURANCE  
PROFESSIONAL LIABILITY INSURANCE CLAIMS-MADE

**Schedule**

**Name of Additional Insured Person(s) or Organization(s):**

JUVENILE WELFARE BOARD  
14155 58TH STREET N  
CLEARWATER, FL 33760

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. SECTION III - WHO IS AN INSURED** is amended to include as an Additional Insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "damages" caused, in whole or in part, by any act, error, or omission in the rendering of or failure to render "Professional Services" to which this insurance applies.

However, the insurance afforded to such Additional Insured described above:

- a. only applies to the extent permitted by law; and
  - b. will not be broader than that which you are required by the contract or agreement to provide for such Additional Insured.
- B.** With respect to the insurance afforded to these Additional Insureds, the following is added to **Limits of Insurance**:

The most we will pay on behalf of the Additional Insured is the amount of insurance:

- A.** required by the contract or agreement described in paragraph **A.**;
- B.** available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**C. The following is added to Condition 2. Duties in the Event of an Act, Error, Omission, Claim or "Suit":**

An Additional Insured under this endorsement will as soon as practicable:

- a. give written notice of an act, error, or omission in the rendering or failure to render a "Professional Service" that may result in a claim or "suit" under this insurance to us;
- b. tender the defense and indemnity of any claim or "suit" to all insurers who also have insurance available to the Additional Insured; and
- c. agree to make available any other insurance which the Additional Insured has for a loss we cover under this Coverage Part.
- d. we have no duty to defend or indemnify an Additional Insured under this endorsement until we receive written notice of a claim or "suit" by the Additional Insured.

**D. Primary and Non-Contributory**

This provision applies to any person or organization who qualifies as an Additional Insured under this endorsement under this policy.

Under **CONDITIONS**, the following is added to paragraph 4. **Other Insurance**:

If you have agreed in a written contract or written agreement to provide the Additional Insured coverage on a primary and non-contributory basis, this policy shall be primary and we will not seek contribution from the Additional Insured's policy for damages we cover.

When a written contract or written agreement between you and an Additional Insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the Additional Insured is designated as a named insured.

Regardless of the written agreement between you and an Additional Insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the Additional Insured has been added as an Additional Insured on other policies.

**E. Wavier of Transfer of Rights of Recovery Against Others to Us (Subrogation)**

Under **CONDITIONS**, the following is added to paragraph 7. **Transfer of Rights of Recovery Against Others to Us**:

If required by a written contract or written agreement, we waive any right of recovery we may have against a person or organization because of payment we make for "damages" arising out of your operations under a contract for that person or organization regarding any act, error, or omission in the rendering of or failure to render "Professional Services" provided that the damage occurs subsequent to the execution of the written contract or written agreement.

**F. SECTION I - PROFESSIONAL LIABILITY COVERAGE, 2. Exclusions**, paragraph i. is replaced by the following:

"Damages" because of any liability of any insured to any other insured. This exclusion does not apply to "damages" for harm to one of your "volunteer workers." In addition, this exclusion does not apply to any person or organization that qualifies as an Additional Insured under this endorsement.

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

**EXCLUSION - ACCESS OR DISCLOSURE OF  
CONFIDENTIAL OR PERSONAL INFORMATION AND  
DATA-RELATED LIABILITY - WITH  
LIMITED BODILY INJURY EXCEPTION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. Exclusion 2.p. of SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability** is replaced by the following:

**2. Exclusions**

This insurance does not apply to:

**p. Access or Disclosure of Confidential or Personal Information and Data-related Liability**

Damages arising out of:

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

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

However, unless paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury."

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.

**B. The following is added to paragraph 2. Exclusions of SECTION I - COVERAGE B - Personal and Advertising Injury Liability:**

**2. Exclusions**

This insurance does not apply to:

**Access or Disclosure of Confidential or Personal Information**

"Personal and advertising injury" arising out of 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.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

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

**EMPLOYMENT-RELATED PRACTICES EXCLUSION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. The following exclusion is added to paragraph 2., Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability:**

This insurance does not apply to:

"Bodily injury" to:

- (1) a person arising out of any:
  - (a) refusal to employ that person;
  - (b) termination of that person's employment; or
  - (c) employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) the spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in paragraphs (a), (b) or (c) above is directed.

This exclusion applies:

- (1) whether the injury-causing event described in paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) whether the Insured may be liable as an employer or in any other capacity; and
- (3) to any obligation to share damages with or repay someone else who must pay damages because of the injury.

**B. The following exclusion is added to paragraph 2., Exclusions of Section I - Coverage B - Personal and Advertising Injury Liability:**

This insurance does not apply to:

"Personal and advertising injury" to:

- (1) a person arising out of any:
  - (a) refusal to employ that person;
  - (b) termination of that person's employment; or
  - (c) employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) the spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in paragraphs (a), (b) or (c) above is directed.

This exclusion applies:

- (1) whether the injury-causing event described in paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) whether the Insured may be liable as an employer or in any other capacity; and
- (3) to any obligation to share damages with or repay someone else who must pay damages because of the injury.

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

## **FUNGI OR BACTERIA EXCLUSION**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A.** The following exclusion is added to paragraph  
**2. Exclusions of SECTION I - Coverage A -  
Bodily Injury and Property Damage Liability:**

#### **2. Exclusions**

This insurance does not apply to:

#### **Fungi or Bacteria**

- a.** "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b.** Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

**B.** The following exclusion is added to paragraph  
**2. Exclusions of SECTION I - Coverage B -  
Personal and Advertising Injury Liability:**

#### **2. Exclusions**

This insurance does not apply to:

#### **Fungi or Bacteria**

- a.** "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.
- b.** Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

**C.** The following definition is added to the **Definitions** Section:

**"Fungi"** means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

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

**AMENDMENT OF INSURED CONTRACT DEFINITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The definition of "insured contract" in the **Definitions** section is replaced by the following:

**"Insured contract"** means:

- a. a contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. a sidetrack agreement;
- c. any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. an obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. an elevator maintenance agreement;
- f. that part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. However, such part of a contract or agreement shall only be considered an "insured contract" to the extent

your assumption of the tort liability is permitted by law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) that indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) under which the Insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the Insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

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

**EXCLUSION - LIABILITY ARISING OUT OF LEAD**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART

This insurance does not apply to:

1. "bodily injury," "property damage," or "personal and advertising injury" arising out of, resulting from, or in any way caused by or related to the actual, alleged or threatened ingestion, inhalation, absorption, or exposure to lead in any form from any source; or
2. any loss, cost, expense, liability or other type of obligation arising out of or resulting from, or in any way related to, any:
  - a. claim, suit, request, demand, directive, or order by or on behalf of any person, entity, or governmental authority that any Insured or others test for, monitor, clean up, remove, contain, treat, detoxify, neu-

tralize, or in any way respond to, or assess the effects of lead in any form from any source, or to any

- b. claim or suit by or on behalf of any person, entity, or governmental authority for damages or any other relief or remedy because of testing for, monitoring, cleaning up, removing, containing, treating or detoxifying or neutralizing, or in any way responding to, or assessing the effects of lead in any form.

We shall not be obligated to investigate on behalf of an Insured or to defend or indemnify an Insured or any person or entity claiming any right under the policy for the matters excluded in this endorsement.

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

**SILICA OR RELATED DUST EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM - COVERAGE  
FOR OPERATIONS OF DESIGNATED CONTRACTOR

**A.** The following exclusion is added to paragraph 2., **Exclusions**, of **SECTION I. Coverage A. Bodily Injury and Property Damage Liability**, of the **Commercial General Liability Coverage Form**, and to paragraph 2., **Exclusions**, of **SECTION I. COVERAGES**, of the **Owners and Contractors Protective Liability Coverage Form - Coverage for Operations of Designated Contractor**:

**2. Exclusions**

This insurance does not apply to:

**Silica or Related Dust**

- a. Any "bodily injury" which would not have occurred, in whole or in part, but for the actual, alleged, threatened, or suspected inhalation or ingestion of, exposure to, or contact with, "silica" or dust that includes or contains "silica."
- b. Any "property damage" which would not have occurred, in whole or in part, but for the actual, alleged, threatened, or suspected contact with, exposure to, existence of, or presence of, "silica" or dust that includes or contains "silica."
- c. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the

effects of, "silica" or dust that includes or contains "silica," by any insured or by any other person or entity.

This exclusion applies regardless of:

- (i) the circumstances of or leading to such actual, alleged, threatened, or suspected inhalation, ingestion, exposure, contact, existence, or presence; and
- (ii) whether the "silica" or dust that includes or contains "silica," is mixed or combined with, or also includes or contains, any other substance.

**B.** The following exclusion is added to paragraph 2., **Exclusions** of **SECTION I. Coverage B. Personal and Advertising Injury Liability** of the **Commercial General Liability Coverage Form**:

**2. Exclusions**

This insurance does not apply to:

**Silica or Related Dust**

- a. Any "personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged, threatened, or suspected inhalation or ingestion of, contact with, exposure to, existence of, or presence of, "silica" or dust that includes or contains "silica."



b. Any loss, cost, or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or dust that includes or contains "silica," by any insured or by any other person or entity.

This exclusion applies regardless of:

(i) the circumstances of or leading to such actual, alleged, threatened, or suspected inhalation, ingestion, exposure, contact, existence, or presence; and

(ii) whether the "silica" or dust that includes or contains "silica," is mixed or combined with, or also includes or contains, any other substance.

C. The following definition is added to the **Definitions** Section:

**"Silica"** means silicon dioxide (SiO<sub>2</sub>) in any form, from any source.

## COORDINATION OF LIMITS ENDORSEMENT

This endorsement modifies insurance provided under the following:

PROFESSIONAL LIABILITY INSURANCE  
COMMERCIAL GENERAL LIABILITY  
ABUSE OR MOLESTATION COVERAGE

1. This endorsement applies if we have issued to you an **Abuse or Molestation Coverage Form**, whether on a claims-made basis or otherwise, and either:
    - a. a **Professional Liability Insurance Coverage Form**, whether on a claims-made basis or otherwise;
    - b. a **Commercial General Liability Coverage Form**, whether on a claims-made basis or otherwise; or
    - c. both a. and b.
  2. If we have both:
    - a. either a duty to defend or a duty to indemnify any one or more insureds under the **Abuse or Molestation Coverage Form** with respect to all or any part of a claim, "claim" (if the Coverage Form defines "claim"), or "suit"; and
    - b. either a duty to defend or a duty to indemnify any one or more insureds under either:
      - (1) the **Professional Liability Insurance Coverage Form**;
      - (2) the **Commercial General Liability Coverage Form**; or
      - (3) both a. and b.;with respect to all or any part of the same claim, "claim" (if the Coverage Form defines "claim"), or "suit"then:
    - c. the applicable Limits of Insurance of the **Abuse or Molestation Coverage Form** are the only Limits of Insurance that apply
- to that entire claim, "claim" (if the Coverage Form defines "claim") or "suit";
- d. no part of the Limits of Insurance of any Coverage Form described in **2.b. (1)** through **2.b. (3)** applies to any part of that claim, "claim" (if the Coverage Form defines "claim"), or "suit"; and
  - e. our total potential liability for that entire claim, "claim" (if the Coverage Form defines "claim"), or "suit" will not exceed the applicable Limits of Insurance of the Abuse or Molestation Coverage Form.
3. The foregoing applies regardless:
    - a. whether we learn that insurance under the **Abuse or Molestation Coverage Form** and insurance under another Coverage Form apply to the same claim, "claim" (if the Coverage Form defines "claim"), or "suit":
      - (1) when we receive initial notice of the claim, "claim" (if the Coverage Form defines "claim"), or "suit," or thereafter;
      - (2) from the initial pleadings in a "suit" or an amended pleading during discovery, at trial, during an appeal, or at any other time.
    - b. the number or kinds of:
      - (1) theories of recovery asserted in the claim or "claim" (if the Coverage Form defines "claim"), or pleaded or asserted in the "suit";
      - (2) the number or kinds of counts, causes of action, or prayers for relief pleaded or asserted in the "suit."

## ABUSE OR MOLESTATION COVERAGE FORM

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

Throughout this Coverage Form the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a named insured under this Coverage Form. The words "we," "us" and "our" refer to the Company providing this insurance.

The word "**Insured**" means any person or organization qualifying as such under **SECTION III - WHO IS AN INSURED** of this Coverage Form.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION VI - DEFINITIONS** of this Coverage Form.

### SECTION I - ABUSE OR MOLESTATION COVERAGE

#### 1. Insuring Agreement

- a. We will pay those sums the Insured becomes legally obligated to pay as "damages" because of "abuse" to which this insurance applies.

We will have the right and duty to defend the Insured against any "suit" seeking those "damages." However, we will have no duty to defend the Insured against any claim or "suit" seeking "damages" because of "abuse" to which this insurance does not apply. We may, at our discretion, investigate any actual, threatened, or alleged "abuse" and settle any claim or "suit" that may result. But:

- (1) the amount we will pay for "damages" is limited as described in **SECTION IV - LIMITS OF INSURANCE** of this Coverage Form; and
- (2) our right and duty to defend end when we have used up the applicable Limit of Insurance in the payment of judgments, or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under this Coverage Form.

- b. This insurance applies to "abuse" only if:

- (1) the "abuse" takes place in the "coverage territory";
- (2) the "abuse" takes place during the policy period; and
- (3) prior to the policy period, no insured knew the "abuse" had occurred, in whole or in part. If any insured knew, prior to the policy period, that the "abuse" had occurred, in whole or in part, then any continuation, change, or resumption of such "abuse" during or after the policy period will be deemed to have been known prior to the policy period.

- c. Any "abuse" that occurs during the policy period and was not, prior to the policy period, known by any insured to have occurred, includes any continuation, change, or resumption of that "abuse" after the end of the policy period.
- d. Any "abuse" will be deemed to have been known to have occurred at the earliest time when any insured:

- (1) reports all, or any part, of the "abuse" to us or any other insurer;

- (2) receives a written or oral demand or claim for "damages" because of the "abuse"; or
- (3) becomes aware by any other means that the "abuse" has occurred or begun to occur.

Regardless of the number of acts or omissions constituting "abuse," the period of time over which such acts or omissions occur, or the number of persons performing, participating in, or subject to such acts or omissions, all injury arising out of all "abuse" by one person, or by any two or more persons acting together or in concert, is deemed one and the same "abuse," subject to one and the same Limit of Liability.

**2. Exclusions**

This insurance does not apply to any:

- a. "Damages" because of any injury, loss, harm, cost, or expense, expected or intended from the standpoint of the Insured.
- b. "Damages" because of any liability arising out of any criminal or fraudulent act committed by or at the direction of the Insured.
- c. Administrative hearing, investigation, licensure proceeding, enforcement proceeding, or any similar proceeding by any federal, state, or local governmental, administrative, or regulatory agency.
- d. "Damages" because of any:
  - (1) Liability assumed by any insured under any contract or agreement.
  - (2) Insured's failure to perform or comply with any duty or requirement under a contract, express or implied warranty, or agreement.

This exclusion does not apply to liability that the Insured would have in the absence of the contract or agreement.

- e. "Damages" because of any liability by reason of:
  - (1) causing or contributing to the intoxication of any person;

- (2) furnishing alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) any statute, ordinance, or regulation relating to the sale, gift, distribution, or use of alcoholic beverages.

f. Obligation of any insured under a workers' compensation, disability benefits, or unemployment compensation law, or any similar law.

g. "Damages" because of any liability to:

- (1) Any person, arising out of any:
  - (a) refusal to employ that person;
  - (b) termination of that person's employment; or
  - (c) employment-related practices, policies, acts, or omissions, including but not limited to coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, or discrimination directed at that person; or
- (2) The spouse, child, parent, brother, or sister of that person as a consequence of any employment-related practice described in (1)(a), (1)(b), or (1)(c).

This exclusion applies:

- (i) whether the Insured may be liable as an employer or in any other capacity; and
- (ii) to any obligation to share "damages" with or repay someone else who must pay "damages" to the "employee" or to the "employee's" spouse, child, parent, brother, or sister.

h. "Damages" because of any liability to:

- (1) Any "employee" of the Insured arising out of and in the course of that "employee's":
  - (a) employment by the Insured; or

(b) performing duties related to the conduct of the Insured's business; or

(2) The spouse, child, parent, brother, or sister of that "employee" as a consequence of paragraphs (1)(a) or (1)(b).

This exclusion applies:

(i) whether the Insured may be liable as an employer or in any other capacity; and

(ii) to any obligation to share "damages" with or repay someone else who must pay "damages" to the "employee" or to the "employee's" spouse, child, parent, brother, or sister.

i. "Damages" because of any liability of any insured to any other insured. This exclusion does not apply to "damages" for harm to one of your "volunteer workers."

j. "Damages" because of any liability arising out of any employee benefit plan or self-insured fund, or for any amount due under any fringe benefit or retirement program.

k. "Damages" because of any liability under the Employment Retirement Income Security Act of 1974 (as amended) or any similar federal or state law.

l. "Damages" because of any insured's hiring, employment, or retention in employment, of any person with a prior history of committing "abuse," if any insured knew of that history either before, or at any time during, the policy period.

m. "Damages" arising out of any insured's knowing:

(1) concealment of,

(2) failure to report, or

(3) failure to comply with any applicable federal, state, or local law, ordinance, or regulation, requiring the reporting of,

any "abuse."

n. "Damages" because of any:

(1) Liability arising in whole or in part from the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, escape, or presence of, or exposure to, any "pollutant," from any source, at any location, at any time.

(2) Loss, cost, or expense which would not have occurred in whole or in part but for any:

(a) request, demand, or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, abate, or neutralize, or in any way respond to or assess the effects of, any "pollutant"; or

(b) claim or "suit" by or on behalf of any federal, state, or local governmental authority because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, abating, or neutralizing, or in any way responding to or assessing the effects of, any "pollutant."

o. "Damages" because of any:

(1) Liability arising in whole or in part from the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, escape, inhalation, absorption, ingestion, or presence of, or exposure to, lead in any form, from any source, in any location, at any time.

(2) Loss, cost, or expense which would not have occurred in whole or in part but for any:

(a) request, demand, or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, abate, or neutralize, or in any way respond to or assess the effects of, lead in any form, from any source, or

(b) claim or "suit" by or on behalf of any federal, state, or local governmental authority because of testing for, monitoring, cleaning

up, removing, containing, treating, detoxifying, abating, or neutralizing, or in any way responding to or assessing the effects of, lead in any form, from any source.

**p. "Damages" because of any:**

**(1)** Liability arising in whole or in part from the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, escape, inhalation, absorption, ingestion, or presence of, or exposure to, asbestos in any form, from any source, in any location, at any time.

**(2)** Loss, cost, or expense which would not have occurred in whole or in part but for any:

**(a)** request, demand, or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, abate, or neutralize, or in any way respond to or assess the effects of, asbestos in any form, from any source, or

**(b)** claim or suit by or on behalf of any federal, state, or local governmental authority because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, abating, or neutralizing, or in any way responding to or assessing the effects of, asbestos in any form, from any source.

**q. "Damages" because of any:**

**(1)** liability arising in whole or in part from the actual, alleged, or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material, or product contributed concurrently or in any sequence to such injury or damage; or

**(2)** loss, cost, or expense which would not have occurred in whole or part but for any:

**(a)** request, demand, or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, abate, or neutralize, or in any way respond to or assess the effects of, "fungi" or bacteria in any form, from any source, or

**(b)** claim or suit by or on behalf of any federal, state, or local governmental authority because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, abating, or neutralizing, or in any way responding to or assessing the effects of, any "fungi" or bacteria, in any form, from any source.

This exclusion does not apply to any "fungi" or bacteria that are intended to be, be on, or be contained in, a good or product intended for human consumption as food.

**r. "Damages" because of any liability arising out of the ownership, maintenance, use, or entrustment to others of any aircraft, "auto," or watercraft, whether or not owned or operated by, or rented or loaned to, any insured. Use includes operation and loading or unloading.**

This exclusion applies even if the claim or "suit" against any insured alleges negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by that Insured, if the liability arises from the ownership, maintenance, use, or entrustment to others of any aircraft, "auto," or watercraft, whether or not owned or operated by, or rented or loaned to, any insured.

**s. "Damages" because of any insured's liability to any:**

**(1)** company, corporation, or other organization, or

- (2) shareholder, owner, or creditor of any company, corporation, or other organization,

of which that Insured is a director or officer, if such liability arises directly or indirectly out of any act, error, or omission by that Insured, committed in that Insured's capacity as a director or officer of that company, corporation, or other organization. This exclusion applies regardless of whether or not the act, error, or omission was performed by or on behalf of the Named Insured.

- t. "Damages" because of any liability arising directly or indirectly out of:

- (1) service by any insured for or as a member of any board or committee of any organization other than the Named Insured. This includes, but is not limited to, any board or committee relating to peer review, credentialing, quality assurance, utilization review, professional discipline, risk management, patient or client grievances, staff grievances, or professional education; or

- (2) the activities of any insured as a proprietor, superintendent, officer, director, shareholder, manager, or employee of any organization other than the Named Insured; or

- (3) any insured's capacity as a fiduciary, trustee, legal representative, guardian, banker, creditor, tax preparer, or lender.

- u. "Damages" because of any liability arising out of any failure to integrate, segregate, or desegregate:

- (1) enrollment;
- (2) participation in educational or non-educational activities;
- (3) busing or other transportation; or
- (4) the provision or receipt of any service, accommodation, or benefit;

on the basis of race, religion, sex, age, ethnic background, national origin, physical or mental disability, sexual orientation, or any other basis prohibited by applicable law.

- v. "Damages" because of any liability arising out of any discrimination, or failure to discriminate, on account of race, religion, sex, age, ethnic background, national origin, physical or mental disability, or sexual orientation, or arising out of any actual, threatened, or alleged violation of any local, state, or federal civil rights law, regulation, or ordinance.

- w. Civil or criminal fine or penalty, and any loss, cost, or expense paid or incurred in defending against any such fine or penalty.

- x. "Damages" arising out of the following professional services: legal, accounting, financial, appraisal, architectural, or engineering services.

**SECTION II - SUPPLEMENTARY PAYMENTS**

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

1. All expenses we incur.
2. The cost of bonds to release attachments, but only for bond amounts within the applicable Limit of Insurance. We do not have to furnish these bonds.
3. All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$250 a day because of time off from work.
4. All court costs taxed against the Insured in the "suit." However, these payments do not include attorneys' fees or attorneys' expenses taxed against the Insured.
5. Prejudgment interest awarded against the Insured on that part of a judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.

6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit of Insurance.

These payments will not reduce the Limits of Insurance.

**SECTION III - WHO IS AN INSURED**

1. Subject to 4., below, if you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture, or limited liability company, you are an insured. Your "executive officers," board members and directors are also insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as your stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Subject to 4., below, each of the following is also an insured:

- a. If you are a religious or educational institution:
  - (1) your elders, deacons, vestrymen, councilmen, clergy, and teachers;

(2) members of your Board of Trustees, Board of Governors, or other governing body created by your charter, constitution, by-laws, or other similar governing document, but only while acting within the scope of their duties as such; and

(3) any subsidiary organization that is controlled by the Named Insured. A subsidiary organization is controlled by the Named Insured if the Named Insured owns a majority of the voting shares of that organization.

3. Subject to 4., below, your "employees," other than those already described in 1. or 2., above, are also insureds, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. Your "volunteer workers" are insureds, but only while performing duties related to the conduct of your business with your knowledge and consent.

4. However:

a. No "employee," "volunteer worker," director, "executive officer," officer, or other person is an insured for any liability:

(1) to you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to any of your directors, "executive officers," officers, "employees," or "volunteer workers";

(2) to the spouse, child, parent, brother, sister, or next of kin of any person in connection with or as a consequence of 4.a.(1); or

(3) for which there is any obligation to share damages with or repay someone else who must pay damages, as a consequence of 4.a.(1) or (2).

b. No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, religious or educational institution, or other organization that is not shown as a named insured in the Declarations.



c. If we designate a person, an organization, or a class of persons or organizations, as an additional insured under this Coverage Form, then that designation does not include any "employee," "volunteer worker," "executive officer," officer, director, agent, representative, subsidiary, or affiliate of that additional insured. No such "employee," "volunteer worker," "executive officer," officer, director, agent, representative, subsidiary, or affiliate of an additional insured is an insured under this Coverage Form unless expressly designated as an insured in an endorsement we issue.

d. No person or organization is an insured as respects any "abuse" that person or organization is proved to have knowingly:

- (1) committed, participated in, aided, assisted;
- (2) concealed; or
- (3) attempted to do (1) or (2).

For purposes of this provision, a person or organization is proved to have knowingly committed conduct described in d.(1), (2), or (3) if that person or organization:

- (a) admits to having done so; or
- (b) is found to have done so by a final judgment in a criminal or civil proceeding, including but not limited to a "suit" to which this insurance applies.

Upon the happening of either (a) or (b), that person or organization is not an insured, even if that person or organization was an insured before the happening of (a) or (b). An unproven allegation made in a claim or "suit" is not, by itself, sufficient to prove that a person or organization knowingly committed conduct described in d.(1), (2), or (3).

**SECTION IV - LIMITS OF INSURANCE**

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. insureds;

b. claims made or "suits" brought;

c. persons or organizations making claims or bringing "suits"; or

d. coverage parts or insuring agreements in this Policy

2. The Aggregate Limit shown in the Abuse or Molestation Coverage Part Declarations is the most we will pay for the sum of all "damages" under this Abuse or Molestation Coverage Part.

3. Subject to 2., the Each Abuse Limit is the most we will pay for the sum of all "damages" because of all injury arising out of all "abuse" by any one person or organization, or by any two or more persons or organizations acting together or in concert, regardless of the number of insureds, claims, "suits," or claimants.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

**SECTION V - CONDITIONS**

**1. Bankruptcy**

Bankruptcy or insolvency of the Insured or of the Insured's estate will not relieve us of our obligations under this Coverage Part.

**2. Duties in the Event of Abuse, Claim or Suit**

a. You must see to it that we are notified as soon as practicable of any actual, threatened, or alleged "abuse" which may result in a claim or "suit." To the extent possible, notice should include:

- (1) how, when, and where the "abuse" took place;
- (2) the names and addresses of injured persons and witnesses; and

(3) the nature and location of any injury or damage.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) immediately record the specifics of the claim or "suit" and the date received; and

(2) notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

(1) immediately send us copies of any demands, notices, summonses, or legal papers in connection with the claim or "suit";

(2) authorize us to obtain records and other information;

(3) cooperate with us in the investigation, settlement, or defense of the claim or "suit"; and

(4) assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the Insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that Insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

**3. Legal Action Against Us**

No person or organization has a right under this Coverage Part:

a. to join us as a party or otherwise bring us into a "suit" asking for "damages" from an insured; or

b. to sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not

be liable for "damages" that are not payable under the terms of this Coverage Part or that are in excess of the applicable Limits of Insurance. An agreed settlement means a settlement and release of liability signed by us, the Insured and the claimant or the claimant's legal representative.

**4. Other Insurance**

a. If other insurance is available to the Insured for a loss we cover under this Abuse or Molestation Coverage Part, our obligations are limited as follows:

(1) This insurance applies only in excess of, and does not contribute with, the sum of the applicable limits of any and all such other insurance, whether that other insurance:

(a) is valid or not;

(b) is collectible or not; or

(c) describes itself as primary, excess, contingent, contributing, or otherwise.

However, this provision a.(1) does not apply to other insurance that is issued expressly to apply only in excess of the applicable Limit of Insurance of this insurance.

b. If any insurer affording such other insurance refuses to defend the Insured under that other insurance, we will defend the Insured as though that other insurance were not available. If we defend, we are subrogated to all of the Insured's rights under such other insurance. The Insured must do all things necessary to help us enforce such rights.

c. If the Coordination of Limits Endorsement is attached to this **Abuse or Molestation Coverage Form**, and both:

(1) this **Abuse or Molestation Coverage Form**; and

(2) any other coverage form, coverage part, or policy issued by us, or by a company affiliated with us,

apply, in whole or in part, to the same claim, "suit," "abuse," or "damages," then this **Abuse or Molestation Coverage Form** and all such other coverage forms, coverage parts, or policies described in (2) are all subject to the Coordination of Limits Endorsement.

**5. Representations**

By accepting this Policy, you agree:

- a. the statements in the Abuse and Molestation Application are accurate and complete;
- b. those statements are representations you made to us; and
- c. we have issued this Policy in reliance upon your representations.

**6. Separation of Insureds**

Except with respect to the Limit of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. as if each named insured were the only Named Insured; and
- b. separately to each insured against whom claim is made or "suit" is brought.

**7. Transfer of Rights of Recovery Against Others to Us**

If the Insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The Insured must do nothing after loss to impair them. At our request, the Insured will bring "suit" or transfer those rights to us and help us enforce them.

**8. When We Do not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If such notice is mailed, proof of mailing will be sufficient proof of notice.

**SECTION VI - DEFINITIONS**

**1. "Abuse" means:**

a. any actual, threatened, or alleged act, error, omission, conduct, or misconduct, that a claim or "suit" alleges to be, or to constitute, any form of abuse (including, but not limited to, elder abuse, child abuse, patient abuse, or abuse of a dependent person) under any applicable state or federal statute or regulation; and

b. any actual, threatened, or alleged act, error, omission, conduct, or misconduct, of one or more of the following kinds:

(1) sexual behavior, sexual conduct or misconduct, sexual assault, sexual battery, sexual abuse, or sexual molestation, of or directed at a person;

(2) non-sexual assault, non-sexual battery, or non-sexual abuse, of or directed at a person; and

(3) any:

(i) employment;

(ii) investigation;

(iii) supervision;

(iv) reporting to proper authorities, or failure to so report; or

(v) retention in employment;

of any person committing conduct or misconduct described in **b.(1)** or **b.(2)**; or

(vi) referral of a patient, student, parishioner, client, or person, to any other person whose conduct or misconduct is described in **a.**, **b.(1)**, or **b.(2)**.

Conduct or misconduct described in **b.(1)** through **b.(3)** constitutes "abuse" within the meaning of this definition regardless of whether or not it is alleged to be neg-

ligent, reckless, knowing, intentional, fraudulent, oppressive, malicious, or otherwise.

2. **"Auto"** means a land motor vehicle, mobile equipment, trailer, or semi trailer, including any attached or towed machinery or equipment.

3. **"Coverage territory"** means:

a. the United States of America (including its territories and possessions), Puerto Rico and Canada;

b. international waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in paragraph a. above.

c. all parts of the world if:

(1) the injury or damages arise out of the activities of a person whose home is in the territory described in paragraph a. above, but is away for a short time on your business; and

(2) the Insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in paragraph a. above or in a settlement we agree to.

4. **"Damages"** means money damages awarded to compensate for harm, except those as to which applicable law prohibits liability insurance. "Damages" does not include the cost of complying with injunctive relief, declaratory relief, or other equitable actions; fines, penalties, punitive damages, exemplary damages, or any multiplied or enhanced damages; fees, deposits, or commissions; charges for goods or services, or the return, disgorgement, or reimbursement of such charges; or awards of attorneys' fees, attorneys' expenses, or other costs of making a claim or bringing a "suit."

5. **"Employee"** includes a "leased worker." "Employee" does not include a "temporary worker."

6. **"Executive officer"** means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

7. **"Fungi"** means any type or form of fungus, including mold or mildew and any mycotoxin, spore, scent, or byproduct produced or released by any fungus or by the death or decay of any fungus.

8. **"Leased worker"** means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker."

9. **"Pollutant"** means any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes materials to be recycled, reconditioned, or reclaimed.

10. **"Suit"** means a civil proceeding in which "damages" to which this coverage applies are alleged. "Suit" includes:

a. an arbitration proceeding in which such "damages" are claimed and to which you must submit or do submit with our consent; or

b. any other alternative dispute resolution proceeding in which such "damages" are claimed and to which you must submit or do submit with our consent.

**"Suit"** does not include any administrative hearing, investigation, licensure proceeding, enforcement proceeding, or any similar proceeding by any federal, state, or local governmental, administrative, or regulatory agency.

11. **"Temporary worker"** means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

12. **"Volunteer worker"** means a person who is not your "employee" and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary, or other compensation by you or anyone else for their work performed for you.

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

**FLORIDA CHANGES - CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
ELECTRONIC DATA LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCT WITHDRAWAL COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
PROFESSIONAL LIABILITY COVERAGE PART  
ABUSE OR MOLESTATION COVERAGE PART

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

**2. Cancellation of Policies in Effect**

**a. For 90 Days or Less**

If this Policy has been in effect for 90 days or less, we may cancel this Policy by mailing or delivering to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (2) 20 days before the effective date of cancellation if we cancel for any other reason, except we may cancel immediately if there has been:
  - (a) a material misstatement or misrepresentation; or
  - (b) a failure to comply with the underwriting requirements established by the insurer.

**b. For More than 90 Days**

If this Policy has been in effect for more than 90 days, we may cancel this Policy only for one or more of the following reasons:

- (1) nonpayment of premium;
- (2) the Policy was obtained by a material misstatement;
- (3) failure to comply with underwriting requirements established by the insurer within 90 days of the effective date of coverage;
- (4) a substantial change in the risk covered by the Policy; or
- (5) the cancellation is for all insureds under such policies for a given class of insureds.

If we cancel this Policy for any of these reasons, we will mail or deliver to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

- (a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (b) 45 days before the effective date of cancellation if we cancel for any of the other reasons stated in paragraph 2.b.

If this is an audit policy, then, subject to your full cooperation with us or our agent in securing the necessary data for audit, we will return any premium refund due within 90 days of the date cancellation takes effect. If our audit is not completed within this time limitation, then we shall accept your own audit, and any premium refund due shall be mailed within 10 working days of receipt of your audit.

**B. Paragraph 3. of the Cancellation Common Policy Condition is replaced by the following:**

The cancellation will be effective even if we have not made or offered a refund.

- 3. We will mail or deliver our notice to the first Named Insured at the last mailing address known to us.

**D. The following is added and supersedes any other provision to the contrary:**

**C. Paragraph 5. of the Cancellation Common Policy Condition is replaced by the following:**

**Nonrenewal**

- 5. If this Policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. If the return premium is not refunded with the notice of cancellation or when this Policy is returned to us, we will mail the refund within 15 working days after the date cancellation takes effect, unless this is an audit policy.

- 1. If we decide not to renew this Policy, we will mail or deliver to the first Named Insured written notice of nonrenewal, accompanied by the reason for nonrenewal, at least 45 days prior to the expiration of this Policy.
- 2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured at the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

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

**FLORIDA - SIGNATURE GENERAL LIABILITY BROADENING ENDORSEMENT**

This Endorsement modifies and is subject to the insurance provided under the following form:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

This is a summary of the various additional coverages and coverage modifications provided by this Endorsement. For complete details on specific coverages, consult the actual policy wording.

<b>Coverage Description</b>	<b>Limit of Insurance</b>	<b>Page</b>
Non-Owned Aircraft	Included	2
Non-Owned Watercraft	Included	2
Bodily Injury - Mental Injury, Mental Anguish, Humiliation or Shock	Included	3
Medical Payments	\$ 20,000	3
Damage to Premises Rented to You	\$ 1,000,000	3
Supplementary Payments - Bail Bonds	\$ 3,000	4
Supplementary Payments - Loss of Earnings	\$ 1,000 per day	4
Newly Formed or Acquired Organizations	Included	4
Unintentional Failure to Disclose Hazards	Included	5
Knowledge of Occurrence, Claim or Suit	Included	5
Property Damage Liability - Elevators	Included	5
Property Damage Liability - Borrowed Equipment	Included	5
Liberalization Clause	Included	5
Amendment of Pollution Exclusion (Premises)	Included	6
Limited Property Damage to Property of Others	\$ 5,000	6
Additional Insured - Manager or Lessor of Premises	Included	7

Coverage Description	Limit of Insurance	Page
Additional Insured - Funding Sources	Included	7
Additional Insured - By Contract	Included	8
Primary and Non-Contributory Additional Insured Extension	Included	10
Additional Insureds - Protection of Your Limits	Included	10
Blanket Waiver of Transfer of Rights of Recovery Against Others to Us (Subrogation)	Included	11
Property Damage Extension With Voluntary Payments	\$ 1,000/\$ 5,000	11
Broadened Personal and Advertising Injury	Included	12

#### A. Non-Owned Aircraft

Under paragraph **2. Exclusions** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**, exclusion **g. Aircraft, Auto or Watercraft** does not apply to an aircraft provided:

1. it is not owned by any insured;
2. it is hired, chartered or loaned with a trained paid crew;
3. the pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating him or her a commercial or airline pilot; and
4. it is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the Insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this Policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

#### B. Non-Owned Watercraft

Under paragraph **2. Exclusions** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**, subparagraph **(2)** of exclusion **g. Aircraft, Auto or Watercraft** is replaced by the following:

This exclusion does not apply to:

- (2)** A watercraft you do not own that is:
  - (a)** less than 60 feet long; and
  - (b)** not being used to carry persons or property for a charge.



**C. Bodily Injury - Mental Injury, Mental Anguish, Humiliation or Shock**

Under **SECTION V - DEFINITIONS**, Definition 3. is replaced by the following:

- 3. "**Bodily Injury**" means physical injury, sickness, or disease, including death of a person. "Bodily Injury" also means mental injury, mental anguish, humiliation, or shock if directly resulting from physical injury, sickness, or disease to that person.

**D. Medical Payments**

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Payments provided by this Policy are amended as follows:

The Medical Expense Limit in paragraph 7. of **SECTION III - LIMITS OF INSURANCE** is replaced by the following Medical expense Limit:

The Medical Expense Limit provided by this Policy shall be the greater of:

- a. \$ 20,000; or
- b. the amount shown in the Declarations for Medical Expense Limit

This provision 7. is subject to all the terms of **SECTION III - LIMITS OF INSURANCE**.

**E. Damage to Premises Rented to You**

If Damage to Premises Rented to You is not otherwise excluded from this Coverage Part:

- 1. Under paragraph 2. **Exclusions** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**:

- 3. The last paragraph of paragraph 2. **Exclusions** is deleted in its entirety and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke, leakage from an automatic fire protection system or water to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE**.

However, this insurance does not apply to damage to premises while rented to you, or temporarily occupied by you with the permission of the owner, caused by:

- i. rupture, bursting, or operation of pressure relief devices;
- ii. rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water;
- iii. explosion of steam boilers, steam pipes, steam engines, or steam turbines; or
- iv. flood

- 2. Paragraph 6. Under **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:

- 6. Subject to paragraph 5. above, the most we will pay under **Coverage A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage caused by fire, lightning, explosion, smoke, leakage from automatic fire protection

system or water while rented to you or temporarily occupied by you with the permission of the owner, for all such damage caused by fire, lightning, explosion, smoke, leakage from automatic fire protection systems or water proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, leakage from automatic fire protection systems or water or any combination of the six, is the higher of \$ **1,000,000** or the amount shown in the Declarations for the Damage to Premises Rented to You Limit.

3. Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, subsection 4. Other Insurance, paragraph **b.** Excess Insurance where the words "Fire insurance" appear they are changed to "insurance for fire, lightning, explosion, smoke, leakage from an automatic fire protection system or water."

4. As regards coverage provided by this provision **I. Damage to Premises Rented to You** - paragraph **9.a.** of **Definitions** is replaced with the following:

**9. a.** a contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, leakage from automatic fire protection systems or water to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";

**F. Supplementary Payments**

1. In the **Supplementary Payments - Coverages A and B** provision, paragraph **1.b.** is replaced with:

**b.** Up to \$ **3,000** for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph **1.d.** is replaced by the following:

**d.** All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$ **1,000** a day because of time off work.

**G. Newly Formed or Acquired Organizations**

Paragraph **3.** of **SECTION II - WHO IS AN INSURED** is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a named insured if there is no other similar insurance available to that organization. However:

**a.** coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;

**b.** coverage **A** does not apply to "bodily injury" or property damage that occurred before you acquired or formed the organization; and

**c.** coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

**d.** records and descriptions of operations must be maintained by the first named insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a named insured in the Declarations or qualifies as an insured under this provision.

**H. Unintentional Failure to Disclose Hazards**

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to Condition **6. Representations**:

Failure of the Insured to disclose all hazards existing as of the inception date of this Policy shall not prejudice the insurance with respect to the coverage afforded by this Policy, provided such failure or omission is not intentional on the part of the Insured.

**I. Knowledge of Occurrence, Claim or Suit**

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to Condition **2. Duties in the Event of Occurrence, Offense, Claim or Suit**:

Knowledge of any occurrence, claim, or suit by any agent, servant or employee of the Named Insured does not in itself constitute knowledge by the Insured unless notice of such injury, claim or suit shall have been received by:

- a. you, if you are an individual;
- b. a partner, if you are a partnership
- c. an executive officer or insurance manager, if you are a corporation.

**J. Property Damage Liability - Elevators**

- 1. Under paragraph **2. Exclusions** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**, subparagraphs **(3), (4) and (6)** of exclusion **j. Damage to Property** do not apply if such property damage results from the use of elevators.
- 2. The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, Condition **4. Other Insurance**, paragraph **b. Excess Insurance**:

The insurance afforded by this provision of this Endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

**K. Property Damage Liability - Borrowed Equipment**

- 1. Under paragraph **2. Exclusions** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**, subparagraph **(4)** of exclusion **j. Damage to Property** does not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.
- 2. The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY Conditions**, Condition **4. Other Insurance**, paragraph **b. Excess Insurance**:

The insurance afforded by this provision of this Endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

**L. Liberalization Clause**

If we revise this Signature General Liability Broadening Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the date the revision is effective in your state.

**M. Amendment of Pollution Exclusion (Premises)**

1. The following is added to paragraph **(1)(a)** of Exclusion f. of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**:

**(iv)** "Bodily injury" or "property damage" arising out of the actual discharge, dispersal, seepage, migration, release or escape of "pollutants."

As used in this Endorsement, the actual discharge, dispersal, seepage, migration, release or escape of pollutants must:

- (aa)** commence on a clearly identifiable day during the policy period; and
- (bb)** end, in its entirety, within seventy-two (72) hours of the commencement of the discharge, dispersal, seepage, migration, release or escape of "pollutants"; and
- (cc)** be discovered and reported to us within fifteen (15) days of the clearly identifiable day that the discharge, dispersal, seepage, migration, release or escape of "pollutants" commences; and
- (dd)** be neither expected nor intended from the standpoint of any insured; and
- (ee)** be unrelated to any previous discharge, dispersal, seepage, migration, release or escape; and
- (ff)** not originate at or from a storage tank or other container, duct or piping which:
  - a.** is below the surface of the ground or water; or
  - b.** at any time has been buried under the surface of the ground or water and then is subsequently exposed.

2. For the purposes of this coverage, the following is added to the definition of "property damage" of **SECTION V - DEFINITIONS** and applies only as respects this coverage:

Land or water, whether below ground level or not, is not tangible property.

3. Coverage provided hereunder does not apply to any discharge, dispersal, seepage, migration, release or escape that is merely threatened or alleged rather than shown to have actually occurred.

**N. Limited Property Damage to Property of Others**

The following is added under **SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A and B**:

3. We will pay up to \$ 5,000 for loss to personal property of others while in the temporary care, custody or control of an insured caused by any person participating in your organized activities. For the purpose of this supplementary payment, loss shall mean damage or destruction but does not include mysterious disappearance or loss of use. In the event of a theft, a police report must be filed. This supplementary payment does not apply if:

- a.** coverage is otherwise provided by the Property Coverage part (if any) of this Policy; or
- b.** the loss is covered by any other insurance you have or by any insurance of such person who causes such loss.

These payments will not reduce the Limits of Insurance.

**O. Additional Insured - Manager or Lessor of Premises**

1. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization from whom you lease or rent property and which requires you to add such person or organization as an additional insured on this Policy under:

(a) a written contract; or

(b) an oral agreement or contract where a Certificate of Insurance showing that person or organization as an additional insured has been issued;

but the written or oral contract or agreement must be an "insured contract," and,

(i) currently in effect or become effective during the term of this Policy; and

(ii) executed prior to the "bodily injury," "property damage," "personal and advertising injury."

2. With respect to the insurance afforded to the Additional Insured identified in paragraph 1. above, the following additional provisions apply:

(a) This insurance applies only with respect to the liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

(b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this Policy and subject to all the terms, conditions and exclusions for this Policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

(c) In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.

(d) Coverage provided herein is excess over any other valid and collectible insurance available to the Additional Insured whether the other insurance is primary, excess, contingent or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.

(e) This insurance applies only to the extent permitted by law.

3. This insurance does not apply to:

(a) Any "occurrence" or offense which takes place after you cease to be a tenant in that premises.

(b) Structural alterations, new construction or demolition operations performed by or on behalf of the Additional Insured.

**P. Additional Insured - Funding Sources**

1. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any Funding Source which requires you in a written contract to name the Funding Source as an additional insured but only with respect to liability arising out of:

a. your premises; or

b. "your work" for such additional insured; or

- c. acts or omissions of such additional insured in connection with the general supervision of "your work"

and only to the extent set forth as follows:

- a. The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this Policy and subject to all the terms, conditions and exclusions for this Policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.
- b. The insurance afforded to the Additional Insured only applies to the extent permitted by law
- c. If coverage provided to the Additional Insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- d. In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.

**Q. Additional Insureds - By Contract**

- 1. **SECTION II - WHO IS AN INSURED** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" arising out of:

- a. your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your ongoing operations for the Additional Insured that are subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or
- b. the maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- c. the Additional Insureds financial control of you; or
- d. operations performed by you or on your behalf for which the state or political subdivision has issued a permit

However:

- 1. the insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. if coverage provided to the Additional Insured is required by contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide such additional insured.

With respect to paragraph 1.a. above, a person's or organization's status as an additional insured under this Endorsement ends when:

- (1) all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed for or on behalf of the Additional Insured(s) at the location of the covered operations has been completed; or

- (2) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to paragraph 1.b. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this Endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage."

We have no duty to defend an additional insured under this Endorsement until we receive written notice of a "suit" by the Additional Insured as required in paragraph b. of Condition 2. **Duties in the Event of Occurrence, Offense, Claim or Suit under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITION.**

- 2. With respect to the insurance provided by this Endorsement, the following are added to paragraph 2. **Exclusions under SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability:**

This insurance does not apply to:

- a. "Bodily injury" or "property damage" that occurs prior to your commencing operations at the location where such "bodily injury" or "property damage" occurs.
- b. "Bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
  - (1) the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (2) supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that Insured, if the "occurrence" which caused the "bodily injury" or "property damage," or the offense which caused the "personal and advertising injury," involved the rendering of, or failure to render, any professional architectural, engineering or surveying services.

- c. "Bodily injury" or "property damage" occurring after:
  - (1) all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed for or on behalf of the Additional Insured(s) at the location of the covered operations has been completed; or
  - (2) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- d. Any person or organization specifically designated as an additional insured for ongoing operations by a separate additional insured endorsement issued by us and made part of this Policy.

- 3. With respect to the insurance afforded to these Additional Insureds, the following is added to **SECTION III - LIMITS OF INSURANCE:**

If coverage provided to the Additional Insured is required by a contract or agreement, the most we will pay on behalf of the Additional Insured is the amount of insurance:

- a. required by the contract or agreement; or
- b. available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This Endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**R. Primary and Non-Contributory Additional Insured Extension**

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this Policy.

Condition 4. **Other Insurance** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

- a. The following is added to paragraph **a. Primary Insurance:**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) the Additional Insured is a named insured under such other insurance; and
- (2) you have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the Additional Insured.

- b. The following is added to paragraph **b. Excess Insurance:**

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the Additional Insured is designated as a named insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the Additional Insured has been added as an additional insured on other policies.

**S. Additional Insureds - Protection of Your Limits**

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this Policy.

- 1. The following is added to Condition 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

An additional insured under this Endorsement will as soon as practicable:

- a. give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;



- b. tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the Additional Insured; and
  - c. agree to make available any other insurance which the Additional Insured has for a loss we cover under this Coverage Part.
  - d. we have no duty to defend or indemnify an additional insured under this Endorsement until we receive written notice of a "suit" by the Additional Insured.
2. The Limits of Insurance applicable to the Additional Insured are those specified in a written contract or written agreement or the Limits of Insurance stated in the Declarations of this Policy and defined in **SECTION III - LIMITS OF INSURANCE** of this Policy, whichever are less. These limits are inclusive of and not in addition to the Limits of Insurance available under this Policy.

**T. Blanket Waiver of Transfer of Rights of Recovery Against Others to Us (Subrogation)**

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to Condition **8. Transfer of Rights of Recovery Against Others to Us**:

If required by a written contract or written agreement, we waive any right of recovery we may have against a person or organization because of payment we make for injury or damage arising out of your ongoing operations or "your work" done under a contract for that person or organization and included in the "products-completed operations hazard" provided that the injury or damage occurs subsequent to the execution of the written contract or written agreement.

**U. Property Damage Extension with Voluntary Payments**

- 1. The following is added to paragraph **1. Insuring Agreement** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**:

At your request we will pay for "loss" to property of others caused by your business operations for which this Policy provides liability insurance. Such payment will be made without regard to your legal obligation to do so. The "loss" must occur during the policy period and must take place in the "coverage territory."

- 2. With respect to the coverage afforded under paragraph **1.** above, paragraph **2. Exclusions** of **SECTION I - COVERAGES A - Bodily Injury and Property Damage Liability** is amended as follows:

Exclusions **j.(3), j.(4), j.(5)** and **j.(6)** are deleted.

- 3. As respects coverage afforded by this coverage, **SECTION III - LIMITS OF INSURANCE** is replaced by the following:

Regardless of the number of insureds, claims made or "suits" brought or persons or organizations making claims or bring "suits":

- 1. Subject to **2.** Below, the most we will pay for one or more "loss" arising out of any one "occurrence" is **\$ 1,000.**
- 2. The aggregate amount we will pay for the sum of all "loss" in an annual period is **\$ 5,000.** This aggregate amount is part of and not in addition to the General Aggregate Limit described in paragraph **2.** of **SECTION III - LIMITS OF INSURANCE.**

**V. Broadened Personal and Advertising Injury**

1. Unless "Personal and Advertising Injury" is excluded from this Policy, the following is added to **SECTION V - DEFINITIONS** Item **14.**:

- h.** mental injury, mental anguish, humiliation, or shock, if directly resulting from Items **14.a.** through **14.e.**

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

**EXCLUSION - PROFESSIONAL SERVICES**

This endorsement modifies and is subject to the insurance provided under the following form:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

1. The following exclusion is added to paragraph 2. **Exclusions** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability** and paragraph 2. **Exclusions** of **SECTION I - COVERAGE B - Personal and Advertising Injury Liability**:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" due to the rendering of or failure to render any "professional service".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that Insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any "professional service".

2. The following is added to **SECTION V. DEFINITIONS**:

a. **"Professional Services"** includes any service:

1. that involves specialized education, knowledge, labor, judgment, and skill, and is predominantly mental or intellectual (as opposed to physical or manual) in nature.

b. "Professional Services" includes the following:

1. advice, guidance, or assistance;
2. counseling;
3. social work;
4. therapy;
5. daycare;
6. nursing or health care;
7. educational instruction or teaching;
8. job training, job placement, job referral, and vocational services; and
9. other services of the kind described in a., above.

c. "Professional Services" includes the furnishing, dispensing, or administration of any prescription drug.

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

**MEDICAL PAYMENTS AT YOUR REQUEST ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is added to **SECTION I – COVERAGES - COVERAGE C - MEDICAL PAYMENTS**:

If medical payments are covered and not otherwise excluded under the policy, medical payments will be paid only if you request that we pay such expenses.

**All other terms and conditions of the policy remain unchanged.**

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

**EXCLUSION OF OTHER ACTS OF TERRORISM  
COMMITTED OUTSIDE THE UNITED STATES; CAP ON LOSSES  
FROM CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

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

**A.** The following exclusion is added:

This insurance does not apply to:

**TERRORISM**

"Any injury or damage" arising, directly or indirectly, out of an "other act of terrorism" that is committed outside of the United States (including its territories and possessions and Puerto Rico), but within the "coverage territory". However, this exclusion applies only when one or more of the following are attributed to such act:

1. The total of insured damage to all types of property exceeds \$25,000,000 (valued in U.S. dollars). In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
2. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:

a. Physical injury that involves a substantial risk of death; or

b. Protracted and obvious physical disfigurement; or

c. Protracted loss of or impairment of the function of a bodily member or organ; or

3. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or

4. The terrorism is carried out by means of the dispersal of application of pathogenic or poisonous biological or chemical materials; or

5. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

With respect to this exclusion, Paragraphs 1. and 2. describe the thresholds used to measure the magnitude of an incident of an "other act of terrorism" and the circumstances in which the threshold will apply for the purpose of determining whether this exclusion will apply to that incident.

**B.** The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.

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

a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act;

b. The act resulted in damage:

(1) Within the United States (including its territories and possessions and Puerto Rico); or

(2) Outside of the United States in the case of:

(a) An air carrier (as defined in Section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or

(b) The premises of any United States mission; and

c. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

3. "Other act of terrorism" means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not a "certified act of terrorism".

Multiple incidents of an "other act of terrorism" which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

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

D. If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

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

**EXCLUSION - ABUSE, MOLESTATION, HARASSMENT OR SEXUAL CONDUCT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to the Exclusions section of the policy:

This insurance does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of:

- (a) the actual, threatened or alleged "abuse", molestation, harassment or sexual conduct by anyone of any person; or
- (b) the negligent:
  - (i) employment;
  - (ii) investigation;
  - (iii) supervision;
  - (iv) reporting to the proper authorities,
  - (v) or failure to so report;
  - (vi) retention; or
  - (vii) referral

of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by a. above.

For the purpose of this endorsement:

**"Abuse"** means:

- a. any actual, threatened, or alleged act, error, omission, conduct, or misconduct, that a claim or "suit" alleges to be, or to constitute, any form of abuse (including, but not limited to, elder abuse, child abuse, patient abuse, or abuse of a dependent person) under any applicable state or federal statute or regulation; and
- b. any actual, threatened, or alleged act, error, omission, conduct, or misconduct, of one or more of the following kinds:
  - (1) sexual behavior, sexual conduct or misconduct, sexual assault, sexual battery, sexual abuse, or sexual molestation, of or directed at a person;

- (2) non-sexual assault, non-sexual battery, or non-sexual abuse, of or directed at a person; and
- (3) any:
  - (i) employment;
  - (ii) investigation;
  - (iii) supervision;
  - (iv) reporting to proper authorities, or failure to so report; or
  - (v) retention in employment;of any person committing conduct or misconduct described in **b.(1)** or **b.(2)**; or
  - (vi) referral of a patient, student, parishioner, client, or person, to any other person whose conduct or misconduct is described in **a.**, **b.(1)**, or **b.(2)**.

Conduct or misconduct described in **b.(1)** through **b.(3)** constitutes "abuse" within the meaning of this definition regardless of whether or not it is alleged to be negligent, reckless, knowing, intentional, fraudulent, oppressive, malicious, or otherwise.

This endorsement does not change any other provision of the policy.



**BUSINESS AUTO COVERAGE FORM DECLARATIONS PAGE**

**ITEM ONE**

**Policy No.** MAC 530-60-11 - 08

**Named Insured:** EARLY LEARNING COALITION OF  
 PINELLAS COUNTY, INC.

**Policy Period**  
 01/24/2022 to 01/24/2023

**Form of Business:**

( X ) Corporation ( ) Individual ( ) Limited Liability Company  
 ( ) Partnership ( ) Other

**ITEM TWO**

**SCHEDULE OF COVERAGES AND COVERED AUTOS**

This Policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos." **"Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the Covered Autos Section of the Business Auto Coverage Form next to the name of the coverage.**

Coverages	Covered Autos	Limit	Premium
COVERED AUTOS LIABILITY	8, 9	\$ 1,000,000	\$ 1,101.00
SUPPLEMENTAL SPOUSAL LIABILITY (New York Only)		\$	\$
PERSONAL INJURY PROTECTION (or Equivalent No-fault Coverage)		Separately Stated In Each P.I.P. Endorsement <b>MINUS</b> \$ Deductible.	\$
ADDED PERSONAL INJURY PROTECTION (or Equivalent Added No-fault Coverage)		Separately Stated In Each Added P.I.P. Endorsement.	\$
OPTIONAL BASIC ECONOMIC LOSS (New York Only)		\$	\$
AGGREGATE NO-FAULT BENEFITS AVAILABLE (New York Only)		\$	\$
MAXIMUM MONTHLY WORK LOSS (New York Only)		\$	\$
OTHER NECESSARY EXPENSES (per day) (New York Only)		\$	\$
DEATH BENEFIT (New York Only)		\$	\$

Coverages	Covered Autos	Limit	Premium
PROPERTY PROTECTION INSURANCE (Michigan Only)		Separately Stated In The P.P.I. Endorsement <b>MINUS</b> \$                      Deductible For Each Accident.	\$
AUTO MEDICAL PAYMENTS		\$                      Each Insured	\$
MEDICAL EXPENSE AND INCOME LOSS BENEFITS (Virginia Only)		Separately Stated In The Medical Expense And Income Loss Benefits Endorsement.	\$
UNINSURED MOTORISTS		\$	\$
UNDERINSURED MOTORISTS (When Not Included in Uninsured Motorists Coverage)		\$	\$
SUPPLEMENTARY UNINSURED/UNDERINSURED MOTORIST (SUM) (New York Only)  The maximum amount payable under SUM coverage shall be the policy's SUM limits reduced and thus offset by a motor vehicle bodily injury liability insurance policy or bond payments received from or on behalf of any negligent party involved in the accident as specified in the SUM endorsement.		\$	\$
PHYSICAL DAMAGE COMPREHENSIVE COVERAGE		Actual Cash Value Or Cost Of Repair, Whichever Is Less, <b>MINUS</b> \$                      Ded. For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire Or Lightning. (In New York, a Deductible Will Apply To Loss Caused By Fire Or Lightning). See ITEM FOUR For Hired Or Borrowed Autos.	\$

PHYSICAL DAMAGE SPECIFIED CAUSES OF LOSS COVERAGE		Actual Cash Value Or Cost Of Repair, Whichever Is Less, <b>MINUS</b> \$                      Ded. For Each Covered Auto For Loss Caused By Mischief Or Vandalism. See ITEM FOUR For Hired Or Borrowed "Autos."	\$
PHYSICAL DAMAGE COLLISION COVERAGE		Actual Cash Value Or Cost Of Repair, Whichever Is Less, <b>MINUS</b> \$                      Ded. For Each Covered Auto. See ITEM FOUR For Hired Or Borrowed Autos.	\$
PHYSICAL DAMAGE TOWING AND LABOR		\$                      For Each Disablement Of A Private Passenger Auto.	\$
		Premium For Endorsements	\$
		* Estimated Total Premium	\$ 1 , 101 . 00

**FORMS AND ENDORSEMENTS** applicable to this Coverage Part and made part of the Policy at time of issue are listed on the attached Forms and Endorsements Schedule, CA 88 01 (Ed. 01/87).

\* This Policy May Be Subject To Final Audit.

**ITEM FOUR SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS**

**COVERED AUTOS LIABILITY COVERAGE - COST OF HIRE RATING BASIS FOR AUTOS USED  
 IN YOUR MOTOR CARRIER OPERATIONS  
 (Other Than Mobile Or Farm Equipment)**

Covered Autos Liability Coverage	Estimated Annual Cost Of Hire For All States	Premium
Primary Coverage	\$	\$
Excess Coverage	\$	\$
<b>Total Hired Auto Premium</b>		\$

For "autos" used in your motor carrier operations, cost of hire means:

1. The total dollar amount of costs you incurred for the hire of automobiles (includes "trailers" and semitrailers) and, if not included therein,
2. The total remunerations of all operators and drivers' helpers, of hired automobiles, whether hired with a driver by lessor or an "employee" of the lessee, or any other third party, and
3. The total dollar amount of any other costs (e.g., repair, maintenance, fuel, etc.) directly associated with operating the hired automobiles, whether such costs are absorbed by the "Insured," paid to the lessor or owner, or paid to others.

**COVERED AUTOS LIABILITY COVERAGE - COST OF HIRE RATING BASIS FOR AUTOS NOT USED IN  
 YOUR MOTOR CARRIER OPERATIONS  
 (Other Than Mobile Or Farm Equipment)**

Covered Autos Liability Coverage	State	Estimated Annual Cost Of Hire For Each State	Premium
Primary Coverage		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$

Covered Autos Liability Coverage	State	Estimated Annual Cost Of Hire For Each State	Premium (Cont'd)
Excess Coverage	FL	\$ IF ANY \$ \$ \$ \$ \$ \$ \$ \$ \$	\$ 202.00 \$ \$ \$ \$ \$ \$ \$ \$ \$
<b>Total Hired Auto Premium</b>			\$ 202.00

For "autos" **NOT** used in your motor carrier operations, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

**ITEM FOUR SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS (CONT'D)**

**PHYSICAL DAMAGE COVERAGES - COST OF HIRE RATING BASIS FOR ALL AUTOS  
(Other Than Mobile Or Farm Equipment)**

Coverage	State	Limit Of Insurance	Estimated Annual Cost Of Hire For Each State (Excluding Autos Hired With A Driver)	Premium
Comprehensive		Actual Cash Value Or Cost Of Repair, Whichever Is Less, <b>Minus</b> \$ Deductible For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire Or Lightning (In New York, a Deductible Will Apply To Loss Caused By Fire Or Lightning).	\$	\$
Specified Causes of Loss		Actual Cash Value Or Cost Of Repair, Whichever Is Less, <b>Minus</b> \$ Deductible For Each Covered Auto For Loss Caused By Mischief Or Vandalism	\$	\$
Collision		Actual Cash Value Or Cost Of Repair, Whichever Is Less, <b>Minus</b> \$ Deductible For Each Covered Auto	\$	\$
<b>Total Hired Auto Premiums</b>				\$

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For Physical Damage Coverages, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for any "auto" that is leased, hired, rented or borrowed with a driver.

**ITEM FOUR SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS (CONT'D)**

**COST OF HIRE RATING BASIS FOR MOBILE OR FARM EQUIPMENT - OTHER THAN PHYSICAL DAMAGE COVERAGES**

Coverage	State	Estimated Annual Cost Of Hire For Each State		Premium	
		Mobile Equipment	Farm Equipment	Mobile Equipment	Farm Equipment
Covered Autos Liability - Primary Coverage		\$	\$	\$	\$
Covered Autos Liability - Excess Coverage		\$	\$	\$	\$
Personal Injury Protection		\$	\$	\$	\$
Medical Expense Benefits (Virginia Only)		\$	\$	\$	\$
Income Loss Benefits (Virginia Only)		\$	\$	\$	\$
Auto Medical Payments		\$	\$	\$	\$
<b>Total Hired Auto Premiums</b>				\$	\$

Cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

**ITEM FOUR SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS (CONT'D)**

**COST OF HIRE RATING BASIS FOR MOBILE OR FARM EQUIPMENT - PHYSICAL DAMAGE COVERAGES**

Coverage	State	Limit Of Insurance	Estimated Annual Cost Of Hire For Each State (Excluding Autos Hired With A Driver)		Premium	
			Mobile Equipment	Farm Equipment	Mobile Equipment	Farm Equipment
Comprehensive		Actual Cash Value Or Cost Of Repair, Whichever Is Less, <b>Minus</b> \$ Ded. For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire Or Lightning (In New York a Deductible Will Apply To Loss Caused By Fire Or Lightning).	\$	\$	\$	\$
Specified Causes of Loss		Actual Cash Value Or Cost Of Repair, Whichever Is Less, <b>Minus</b> \$ Ded. For Each Covered Auto For Loss Caused By Mischief Or Vandalism	\$	\$	\$	\$
Collision		Actual Cash Value Or Cost Of Repair, Whichever Is Less, <b>Minus</b> \$ Ded. For Each Covered Auto	\$	\$	\$	\$
<b>Total Hired Auto Premiums</b>					\$	\$

For Physical Damage Coverages, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for any auto that is leased, hired, rented or borrowed with a driver.

**ITEM FOUR SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS (CONT'D)**

**RENTAL PERIOD RATING BASIS FOR MOBILE OR FARM EQUIPMENT**

Coverage	Town And State Where The Job Site Is Located	Estimated Number Of Days Equipment Will Be Rented		Premium	
		Mobile Equipment	Farm Equipment	Mobile Equipment	Farm Equipment
Covered Autos Liability - Primary Coverage				\$	\$
Covered Autos Liability - Excess Coverage				\$	\$
Personal Injury Protection				\$	\$
Medical Expense Benefits (Virginia Only)				\$	\$
Income Loss Benefits (Virginia Only)				\$	\$
Auto Medical Payments				\$	\$
<b>Total Hired Auto Premiums</b>				\$	\$

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**ITEM FIVE SCHEDULE FOR NON-OWNERSHIP COVERED AUTOS LIABILITY**

<b>Named Insured's Business</b>	<b>Rating Basis</b>	<b>Number</b>	<b>Premium</b>
Other Than Garage Service Operations and Other Than Social Service Agencies	Number of Employees		\$
	Number of Partners (Active And Inactive)		\$
Garage Service Operations	Number of Employees Whose Principal Duty Involves the Operation of Autos		\$
	Number of Partners (Active And Inactive)		\$
Social Service Agencies	Number of Employees	10	\$ 899.00
	Number of Volunteers Who Regularly Use Autos To Transport Clients		\$
	Number of Partners (Active and Inactive)		\$
<b>Total Non-ownership Covered Autos Liability Premiums</b>			<b>\$ 899.00</b>

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### FORMS AND ENDORSEMENTS SCHEDULE

It is hereby understood and agreed the following forms and endorsements are attached to and are a part of this policy:

	Form and Edition	Date Added*		Form Description
		ST	Date Deleted	
1.	CA0001	11/20	FL	BUSINESS AUTO COVERAGE FORM
2.	CA0128	01/21	FL	FL CHANGES
3.	CA0267	01/21	FL	FL CHANGES CANCELLATION AND NONRENEWAL
4.	CA2054	11/20	FL	EMPLOYEE HIRED AUTOS
5.	CA8003	10/13	FL	AUTO COVERAGE FORM DECLARATIONS
6.	CA8429	10/13	FL	SILICA OR RELATED DUST EXCLUSION
7.	CA8613	10/15	FL	COMMERCL AUTO EXCLSN - ASBESTOS
8.	CA9933	10/13	FL	EMPLOYEES AS INSUREDS
9.				
10.				
11.				
12.				
13.				
14.				
15.				
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20.				
21.				
22.				

\*If not at inception

## BUSINESS AUTO COVERAGE FORM

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

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

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

### SECTION I – COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

#### A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the Policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the Policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the Policy begins.
5	Owned "Autos" Subject To No-fault	Only those "autos" you own that are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the Policy begins provided they are required to have no-fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the Policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Non-owned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households but only while used in your business or your personal affairs.

<b>19</b>	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this Policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.
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**B. Owned Autos**

1. If Symbols **1, 2, 3, 4, 5, 6** or **19** are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire after the policy period begins of the type described for the remainder of the policy period.
2. But, if Symbol **7** is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire after the policy period begins will be a covered "auto" for that coverage only if:
  - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
  - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.
3. An "auto" that is leased or rented to you without a driver, under a written agreement for a continuous period of at least six months that you to provide primary insurance covering such "auto", will be considered a covered "auto" you own.

**C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos**

If Covered Autos Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Covered Autos Liability Coverage:

1. "Trailers" with a registered Gross Vehicle Weight Rating of 3,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
  - a. Breakdown;

- b. Repair;
- c. Servicing;
- d. "Loss"; or
- e. Destruction.

**SECTION II – COVERED AUTOS LIABILITY COVERAGE**

**A. Coverage**

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Covered Autos Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

**1. Who Is An Insured**

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
  - (1) The owner or anyone else from whom you hire or borrow a covered "auto".

This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

- (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
- (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
- (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company) or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
- (5) A partner (if you are a partnership) or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

**2. Coverage Extensions**

**a. Supplementary Payments**

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".

- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

**b. Out-of-state Coverage Extensions**

While a covered "auto" is away from the state where it is licensed, we will:

- (1) Increase the Limit of Insurance for Covered Autos Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

**B. Exclusions**

This insurance does not apply to any of the following:

**1. Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

**2. Contractual**

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or

b. That the "insured" would have in the absence of the contract or agreement.

**3. Workers' Compensation**

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

**4. Employee Indemnification And Employer's Liability**

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
  - (1) Employment by the "insured"; or
  - (2) Performing the duties related to the conduct of the "insured's" business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

**5. Fellow Employee**

"Bodily injury" to:

- a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or
- b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph a. above.

**6. Care, Custody Or Control**

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

**7. Handling Of Property**

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

**8. Movement Of Property By Mechanical Device**

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

**9. Operations**

"Bodily injury" or "property damage" arising out of the operation of:

- a. Any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment"; or
- b. Machinery or equipment that is on, attached to or part of a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

**10. Completed Operations**

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph a. or b. above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed;
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site; or

- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

**11. Pollution**

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
  - (1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";
  - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
  - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts if:

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

**12. War**

"Bodily injury" or "property damage" arising directly or indirectly out of:

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

**13. Racing**

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

**14. Unmanned Aircraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance or use of "unmanned aircraft".

**C. Limit Of Insurance**

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit Of Insurance for Covered Autos Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

**SECTION III – PHYSICAL DAMAGE COVERAGE**

**A. Coverage**

1. We will pay for "loss" to a covered "auto" or its equipment under:

**a. Comprehensive Coverage**

From any cause except:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

**b. Specified Causes Of Loss Coverage**

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

**c. Collision Coverage**

Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

**2. Towing And Labor**

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" that is a private passenger type, light truck or medium truck is disabled. However, the labor must be performed at the place of disablement.

**3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles**

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

**4. Coverage Extensions**

**a. Transportation Expenses**

We will pay up to \$30 per day, to a maximum of \$900, for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the Policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

**b. Loss Of Use Expenses**

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicates that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes of Loss only if the Declarations indicates that Specified Causes Of Loss Coverage is provided for any covered "auto"; or



(3) Collision only if the Declarations indicates that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$30 per day, to a maximum of \$900.

**B. Exclusions**

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

**a. Nuclear Hazard**

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

**b. War Or Military Action**

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

2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.

3. We will not pay for "loss" due and confined to:

- a. Wear and tear, freezing, mechanical or electrical breakdown.
- b. Blowouts, punctures or other road damage to tires.

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

4. We will not pay for "loss" to any of the following:

- a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.

b. Any device designed or used to detect speed-measuring equipment, such as radar or laser detectors, and any jamming apparatus intended to elude or disrupt speed-measuring equipment.

c. Any electronic equipment, without regard to whether this equipment is permanently installed, that reproduces, receives or transmits audio, visual or data signals.

d. Any accessories used with the electronic equipment described in Paragraph c. above.

5. Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- a. Permanently installed in or upon the covered "auto";
- b. Removable from a housing unit which is permanently installed in or upon the covered "auto";
- c. An integral part of the same unit housing any electronic equipment described in Paragraphs a. and b. above; or
- d. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

6. We will not pay for "loss" to a covered "auto" due to "diminution in value".

**C. Limits Of Insurance**

1. The most we will pay for:

a. "Loss" to any one covered "auto" is the lesser of:

- (1) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
- (2) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

b. All electronic equipment that reproduces, receives or transmits audio, visual or data signals in any one "loss" is \$1,000, if, at the time of "loss", such electronic equipment is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph b.(1) above; or

(3) An integral part of such equipment as described in Paragraphs b.(1) and b.(2) above.

2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

**D. Deductible**

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations prior to the application of the Limit Of Insurance, provided that:

1. The Comprehensive or Specified Causes Of Loss Coverage deductible applies only to "loss" caused by:

- a. Theft or mischief or vandalism; or
- b. All perils.

2. Regardless of the number of covered "autos" damaged or stolen, the maximum deductible applicable for all "loss" in any one event caused by:

- a. Theft or mischief or vandalism; or
- b. All perils.

will be equal to five times the highest deductible applicable to any one covered "auto" on the Policy for Comprehensive or Specified Causes Of Loss Coverage. The application of the highest deductible will be made regardless of which covered "autos" were damaged or stolen in the "loss".

**SECTION IV – BUSINESS AUTO CONDITIONS**

The following conditions apply in addition to the Common Policy Conditions:

**A. Loss Conditions**

**1. Appraisal For Physical Damage Loss**

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

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

If we submit to an appraisal, we will still retain our right to deny the claim.

**2. Duties In The Event Of Accident, Claim, Suit Or Loss**

We have no duty to provide coverage under this Policy unless there has been full compliance with the following duties:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

b. Additionally, you and any other involved "insured" must:

- (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.

- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
- (4) Authorize us to obtain medical records or other pertinent information.
- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

c. If there is "loss" to a covered "auto" or its equipment, you must also do the following:

- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
- (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
- (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
- (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

**3. Legal Action Against Us**

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Covered Autos Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this Policy to bring us into an action to determine the "insured's" liability.

**4. Loss Payment – Physical Damage Coverages**

At our option, we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

**5. Transfer Of Rights Of Recovery Against Others To Us**

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

**B. General Conditions**

**1. Bankruptcy**

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

**2. Concealment, Misrepresentation Or Fraud**

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

**3. Liberalization**

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

**4. No Benefit To Bailee – Physical Damage Coverages**

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

**5. Other Insurance**

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:
  - (1) Excess while it is connected to a motor vehicle you do not own; or
  - (2) Primary while it is connected to a covered "auto" you own.
- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".
- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

**6. Premium Audit**

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this Policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this Policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the Policy.

**7. Policy Period, Coverage Territory**

Under this Coverage Form, we cover "accidents" and "losses" occurring:

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

The coverage territory is:

- (1) The United States of America;
- (2) The territories and possessions of the United States of America;
- (3) Puerto Rico;
- (4) Canada; and
- (5) Anywhere else in the world if a covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less,

provided that the "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada, or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

**8. Two Or More Coverage Forms Or Policies Issued By Us**

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us applies to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

**SECTION V – DEFINITIONS**

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. "Auto" means:
  - 1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or
  - 2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

**C.** "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these.

**D.** "Covered pollution cost or expense" means any cost or expense arising out of:

- 1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- 2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
  - (1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";
  - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
  - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

(2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraph **6.b.** or **6.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

**E.** "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".

**F.** "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

**G.** "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.

**H.** "Insured contract" means:

- 1. A lease of premises;
- 2. A sidetrack agreement;
- 3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- 4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- 5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; or

6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
- c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

J. "Loss" means direct and accidental loss or damage.

K. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- 1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- 2. Vehicles maintained for use solely on or next to premises you own or rent;
- 3. Vehicles that travel on crawler treads;
- 4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - a. Power cranes, shovels, loaders, diggers or drills; or
  - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;

5. Vehicles not described in Paragraph 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

- a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or
- b. Cherry pickers and similar devices used to raise or lower workers; or

6. Vehicles not described in Paragraph 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- a. Equipment designed primarily for:
  - (1) Snow removal;
  - (2) Road maintenance, but not construction or resurfacing; or
  - (3) Street cleaning;
- b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well-servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

M. "Property damage" means damage to or loss of use of tangible property.

N. "Suit" means a civil proceeding in which:

- 1. Damages because of "bodily injury" or "property damage"; or
- 2. A "covered pollution cost or expense"; to which this insurance applies, are alleged.

"Suit" includes:

- a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.
- O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- P. "Trailer" includes semitrailer.
- Q. "Unmanned aircraft" means an aircraft that is not:
  - 1. Designed;
  - 2. Manufactured; or
  - 3. Modified after manufacture;to be controlled directly by a person from within or on the aircraft.

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

**FLORIDA CHANGES**

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Florida, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**A. Covered Autos Liability Coverage** is changed as follows:

Paragraph (5) of **a. Supplementary Payments** under **Coverage Extensions** in the Auto Dealers, Business Auto and Motor Carrier Coverage Forms is replaced by the following:

We will pay for the "insured":

- (5) All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".

**B. Physical Damage Coverage** is changed as follows:

1. No deductible applies under Specified Causes Of Loss or Comprehensive Coverage for "loss" to glass used in the windshield.
2. All other **Physical Damage Coverage** provisions will apply.

**C. Paragraph 1. of Loss Conditions, Appraisal For Physical Damage Loss**, is replaced by the following:

**1. Appraisal For Physical Damage Loss**

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". Upon notice of a demand for appraisal, the opposing party may, prior to appraisal, demand mediation of the dispute in accordance with the Mediation provision contained in this endorsement. The mediation must be completed before a demand for appraisal can be made. In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and

- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

**D. The General Conditions** are amended as follows:

1. The following is added to the **Other Insurance** Condition in the Auto Dealers and Business Auto Coverage Forms, and **Other Insurance – Primary And Excess Provisions** Condition in the Motor Carrier Coverage Form:

- a. When this Coverage Form and any other Coverage Form or policy providing liability coverage applies to an "auto" and:

- (1) One provides coverage to a lessor of "autos" for rent or lease; and
- (2) The other provides coverage to a person not described in Paragraph **D.1.a.(1)**;

then the Coverage Form or policy issued to the lessor described in Paragraph **D.1.a.(1)** is excess over any insurance available to a person described in **D.1.a.(2)** if the face of the lease or rental agreement contains, in at least 10 point type, the following language:

The valid and collectible liability insurance and personal injury protection insurance of any authorized rental or leasing driver is primary for the limits of liability and personal injury protection coverage required by FLA. STAT. SECTION 324.021(7) and FLA. STAT. SECTION 627.736.



b. When this Coverage Form and any other Coverage Form or policy providing liability coverage applies to an "auto" being used as a temporary substitute for a service customer's auto that is being held by a motor vehicle dealer, or a motor vehicle dealer's leasing or rental affiliate for repair, service or adjustment; and:

- (1) One provides coverage to the service customer; and
- (2) The other provides coverage to a motor vehicle dealer, or a motor vehicle dealer's leasing or rental affiliate;

then the Coverage Form or policy issued to the service customer described in Paragraph **D.1.b.(1)** is primary over any insurance available to an entity described in **D.1.b.(2)** if:

- (1) The vehicle is provided without charge or at a reasonable daily charge;
- (2) There is no negligence or criminal wrongdoing on the part of the vehicle dealer, or its leasing or rental affiliate; and
- (3) The vehicle dealer or its leasing or rental affiliate executes a written rental or use agreement and obtains from the person receiving the temporary replacement a copy of the person's driver license and insurance information reflecting at least the minimum motor vehicle insurance coverage provided in the state.

2. The following condition is added to the Auto Dealers, Business Auto and Motor Carrier Coverage Forms:

**Mediation**

- 1. In any claim filed by an "insured" with us for:
  - a. "Bodily injury" in an amount of \$10,000 or less, arising out of the ownership, operation, use or maintenance of a covered "auto";
  - b. "Property damage" in any amount, arising out of the ownership, operation, maintenance or use of a covered "auto"; or

c. "Loss" to a covered "auto" or its equipment, in any amount;

either party may make a written demand for mediation of the claim prior to the institution of litigation.

- 2. A written request for mediation must be filed with the Florida Department of Financial Services on an approved form, which may be obtained from the Florida Department of Financial Services.
- 3. The request must state:
  - a. Why mediation is being requested.
  - b. The issues in dispute, which are to be mediated.
- 4. The Florida Department of Financial Services will randomly select mediators. Each party may reject one mediator, either before or after the opposing side has rejected a mediator. The mediator will notify the parties of the date, time and place of the mediation conference. The mediation conference will be held within 45 days of the request for mediation. The conference will be held by telephone if feasible. Participants in the mediation conference must have the authority to make a binding decision, and must mediate in good faith. Each party will bear the expenses of the mediation equally, unless the mediator determines that one party has not mediated in good faith.
- 5. Only one mediation may be requested for each claim unless all parties agree to further mediation. A party demanding mediation shall not be entitled to demand or request mediation after a suit is filed relating to the same facts already mediated.
- 6. The mediation shall be conducted as an informal process and formal rules of evidence and procedures need not be observed.

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

**FLORIDA CHANGES –  
CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**A.** Paragraph **A.2.b.** of the Common Policy Conditions, **Cancellation**, is replaced by the following:

**b.** 45 days before the effective date of cancellation if we cancel for any other reason.

**B.** Paragraphs **A.4.** and **A.5.** of the Common Policy Conditions, **Cancellation**, are replaced by the following:

**4.** Notice of cancellation will state the effective date of, and reason(s) for, the cancellation. The policy period will end on that date.

**5.** If this Policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. If the return premium is not refunded with the notice of cancellation or when this Policy is returned to us, we will mail the refund within 15 working days after the date cancellation takes effect, unless this is an audit policy.

If this is an audit policy, then, subject to your full cooperation with us or our agent in securing the necessary data for audit, we will return any premium refund due within 90 days of the date cancellation takes effect. If our audit is not completed within this time limitation, then we shall accept your own audit, and any premium refund due shall be mailed within 10 working days of receipt of your audit.

The cancellation will be effective even if we have not made or offered a refund.

**C.** The following is added to Paragraph **A.** of the Common Policy Conditions, **Cancellation**:

**7.** If this Policy provides Personal Injury Protection, Property Damage Liability Coverage or both and:

**a.** It is a new or renewal policy, it may not be cancelled by the first Named Insured during the first 60 days immediately following the effective date of the Policy or renewal, except for one of the following reasons:

**(1)** The covered "auto" is completely destroyed such that it is no longer operable;

(2) Ownership of the covered "auto" is transferred; or

(3) The Named Insured has purchased another policy covering the motor vehicle insured under this Policy.

b. It is a new policy, we may not cancel it during the first 30 days immediately following the effective date of the Policy for nonpayment of premium unless a check used to pay us is dishonored for any reason or any other type of premium payment is subsequently determined to be rejected or invalid.

2. If we fail to mail proper notice of nonrenewal and you obtain other insurance, this Policy will end on the effective date of that insurance.

3. Notice of nonrenewal will state the reason(s) for the nonrenewal and the effective date of nonrenewal. The policy period will end on that date.

D. The following condition is added:

**Nonrenewal**

1. If we decide not to renew or continue this Policy, we will mail you notice at least 45 days before the end of the policy period. If we offer to renew or continue and you do not accept, this Policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

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

## **EMPLOYEE HIRED AUTOS**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

### **A. Changes In Covered Autos Liability Coverage**

The following is added to the **Who Is An Insured** provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

For Hired Auto Physical Damage Coverage, any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business is deemed to be a covered "auto" you own.

### **B. Changes In General Conditions**

Paragraph **5.b.** of the **Other Insurance** Condition in the Business Auto and Auto Dealers Coverage Forms and Paragraph **5.f.** of the **Other Insurance – Primary And Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are amended by the addition of the following:

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

**SILICA OR RELATED DUST EXCLUSION**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
AUTO DEALERS COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

**A.** The following exclusion is added to the **Exclusions** section of the **LIABILITY COVERAGE**:

**Exclusions**

This insurance does not apply to any of the following:

**Silica or Related Dust**

- a. Any "bodily injury" or "accident" which would not have occurred, in whole or in part, but for the actual, alleged, threatened, or suspected inhalation or ingestion of, exposure to, or contact with, "silica" or dust that includes or contains "silica."
- b. Any "property damage," "covered pollution cost or expense," or "accident" which would not have occurred, in whole or in part, but for the actual, alleged, threatened, or suspected contact with, exposure to, existence of, or presence of, "silica" or dust that includes or contains "silica."
- c. Any "loss," cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or dust that includes or contains "silica," by any insured or by any other person or entity.

This exclusion applies regardless of:

- (1) the circumstances of or leading to such actual, alleged, threatened, or suspected inhalation, ingestion, exposure, contact, existence, or presence; and
- (2) whether the "silica" or dust that includes or contains "silica," is mixed or combined with, or also includes or contains, any other substance.

However, this exclusion does not apply to "bodily injury," "property damage," or "covered pollution cost or expense" caused by an "accident," if that "accident" is caused by the presence of "silica" on the surface of a roadway.

**B.** The following exclusion is added to the **Exclusions** section of the **Physical Damage Coverage** (and, if this Policy includes Garagekeepers Coverage, it is also added to the **Exclusions** section of the **Garagekeepers Coverage**):

**Exclusions**

This insurance does not apply to any of the following:

**Silica or Related Dust**

- a. Any "loss" to a covered "auto" or its equipment which would not have occurred, in whole or in part, but for the actual, alleged, threatened, or suspected

contact with, exposure to, existence of, or presence of, "silica" or dust that includes or contains "silica."

- b. Any "loss," cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or dust that includes or contains "silica," by any insured or by any other person or entity.

This exclusion applies regardless of:

- (1) the circumstances of or leading to such actual, alleged, threatened, or suspected contact, exposure, existence, or presence; and
- (2) whether the "silica" or dust that includes or contains "silica," is mixed or combined with, or also includes or contains, any other substance.

However, this exclusion does not apply to "loss" to a covered "auto" or its equipment directly caused by its collision with another object or its overturn, if that collision or overturn is directly caused by the presence of "silica" on the surface of a roadway.

- C. If this Policy includes **Trailer Interchange Coverage**, the following exclusions is added to the **Exclusions** section of the **Trailer Interchange Coverage**:

**Exclusions**

This insurance does not apply to any of the following:

**Silica or Related Dust**

- a. Any "loss" to any "trailer" or its equipment which would not have occurred, in whole or in part, but for the actual, alleged, threatened, or suspected contact with, exposure to, existence of, or presence of, "silica" or dust that includes or contains "silica."
- b. Any "loss," cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or dust that includes or contains "silica," by any insured or by any other person or entity.

This exclusion applies regardless of:

- (1) the circumstances of or leading to such actual, alleged, threatened, or suspected contact, exposure, existence, or presence; and
- (2) whether the "silica" or dust that includes or contains "silica," is mixed or combined with, or also includes or contains, any other substance.

However, this exclusion does not apply to "loss" to a covered "trailer" or its equipment directly caused by its collision with another object or its overturn, if that collision or overturn is directly caused by the presence of "silica" on the surface of a roadway.

- D. The following definition is added to the Policy:

**"Silica"** means silicon dioxide (SiO<sub>2</sub>) in any form, from any source.

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

**COMMERCIAL AUTO EXCLUSION - ASBESTOS**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

This insurance does not apply to "bodily injury" or "property damage" arising out of or related in any way to asbestos, asbestos-containing materials, or asbestos-containing products.

We shall not have the duty to defend any such claim or "suit".

**All other policy terms and conditions remain unchanged.**

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

**EMPLOYEES AS INSUREDS**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The following is added to the **SECTION II - COVERED AUTOS LIABILITY COVERAGE**, paragraph **A.1. Who Is an Insured** provision:

Any "employee" of yours is an "Insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

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