

EXHIBIT 1

TO

AFFIDAVIT OF J. STEVEN LEE

DURHAM



1869
CITY OF MEDICINE

CITY OF DURHAM

Office of the City Clerk

101 CITY HALL PLAZA | DURHAM, NC 27701
919.560.4166 | F 919.560.4835

www.durhamnc.gov

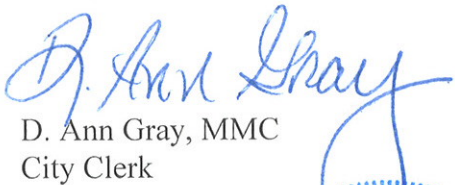


**SUBJECT: INTER-LOCAL RISK FINANCING FUND OF NORTH CAROLINA
(CONTRACT #076540)**

**NORTH CAROLINA
DURHAM COUNTY**

I, D. Ann Gray, duly appointed City Clerk of the City of Durham, North Carolina, do hereby certify that the attached is a true and accurate copy of the contract between the City of Durham, NC and Inter-local Risk Financing Fund of North Carolina approved by the Durham City Council on June 20, 2005, which is on file in the City Clerk's Office at City Hall.

WITNESS my hand and the corporate seal of the City of Durham, North Carolina, this the 8th day of December, 2008.


D. Ann Gray, MMC
City Clerk



Print This Page | Close Window

City of Durham North Carolina

Service Contract Authorizatoin

Note: Contract must be executed by Vendor prior to City Authorization

Department: Finance Resource Person: Kenneth Pennoyer/ Laura Henderson Date of Request: 08-01-2005

Vendor: North Carolina League of Municipalities

Service(s) to be Provided: Professional Liability Claims Adjusting Services

Type of Service: Routine SDBE Goals: Yes
Selection Method: RFP Other, please describe:

Advertising Required: Yes If yes, where: Herald Sun and Carolina Times When: March 19, 2005

Performance Bond Required: No

Privilege License: No Privilege License Number: Expiration Date: mm-dd-yy

Insurance Requirements: yes, certificate attached

Contact Period Begin Date: 08-01-2005 End Date: 07-31-2006 Renewable Yes

Contact Amount \$ 608,322 Contingency \$ Reimbursable \$ Total Cost \$ 608,322

If Multi-Year, How Many Years: 3 Current Fiscal Year Cost \$ 199,441 ✓

Responsibility Code/ 1911000

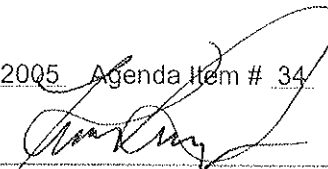
Payment Terms: Estimated 2 months down and monthly thereafter with semi-annual resolution of fees Progress

Payments: Acct No. -527712

Capital Project Ordinance # Grant Project Ordinance #

Authorization:

City Council: Meeting Date 06-20-2005 Agenda Item # 34 City Manager: Yes Date: mm-dd-yy

Department Head or Designee 

Will the City Attorney's Office need to:

Review the way the Contractor has signed the contract? No

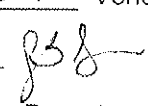
Review the way a bond has been signed? No

City Attorney Office

Date

Department of Finance Use Only

Contract Number CT 076540 Vendor# Funds Availability (yes) (no)

Encumbered: 08/04/05 

Compliance (yes) (no) Return to Department for following correction:

Reviewed By: Date:

**CONTRACT FOR THIRD PARTY ADMINISTRATOR
SERVICES FOR PROPERTY AND LIABILITY CLAIMS,
CITY OF Durham**

This Contract is made and entered into as of the 1st day of August, 2005 by and between the Interlocal Risk Financing Fund of North Carolina, a Fund created by and comprised of North Carolina municipalities, institutions, and agencies which are parties to an interlocal agreement under the provisions of G.S. § 160A-460 through 160A-464, hereinafter called "IRFFNC", and the City of Durham, a municipal corporation of the State of North Carolina, hereinafter called "City".

WITNESSETH

WHEREAS, the City desires to procure an independent contractor to perform third party administrator services for property and liability claims; and

WHEREAS, the City has completed all necessary steps for retention of professional and other services under applicable City policies; and

WHEREAS, the City has agreed to engage IRFFNC, and IRFFNC has agreed to contract with the City, for performance of services as described, and according to the further terms and conditions, set forth herein.

NOW THEREFORE, in consideration of sums to be paid to IRFFNC, and other good and valuable consideration, IRFFNC and City do contract and agree as follows:

1. SCOPE OF SERVICES

IRFFNC agrees to provide and to cause to be provided through its third party administrator, the North Carolina League of Municipalities, the claims administration services described and set forth in Attachment "A", entitled "Scope of Services", which is incorporated into and made a part of this Contract by reference.

2. TIME FOR PERFORMANCE

The term of this Contract shall begin on August 1, 2005 and, unless terminated in accordance with the terms of paragraph 11 hereof, shall remain in effect until June 30, 2006. Thereafter, unless terminated in accordance with said paragraph 11, the Contract shall renew automatically for terms that are concurrent with the fiscal year of the City.

3. COMPENSATION

In conjunction with the terms set forth below, compensation to be paid to IRFFNC by the City shall be in accordance with the terms set forth in Attachment "B" entitled "Pricing" which is incorporated into and made a part of this Contract by reference.

The City will deposit with IRFFNC a monthly prepayment in the amount of \$10,000.00 for Property and Liability Claim Services throughout the Municipal fiscal year.

IRFFNC's fees for claims handled will be credited against this prepayment by multiplying the actual number of claims handled by IRFFNC by the agreed fee per claim as set forth in Attachment B.

If a surplus of funds remains after all fees have been credited against a monthly prepayment, such surplus will be held by IRFFNC to cover shortfalls in compensation funds which may arise in succeeding months. IRFFNC will be required to maintain an accounting of all prepayments, credits, and surpluses. Reconciliation of these payments and credits, if necessary, will occur on or about June 30th of each year during the contract period or more frequently upon the request of either party. IRFFNC shall within fifteen (15) days after reconciliation, return any excess funds to City, provided that excess funds shall be only those funds remaining after offset of the amount against any outstanding fees. Should the reconciliation conclude that funds are due to IRFFNC, IRFFNC shall invoice City for such amount due. City shall within fifteen (15) days after the date of the invoice, pay the amount invoiced or contact IRFFNC's representative herein designated with questions. Upon resolution of any such questions, City shall make appropriate payment to IRFFNC within fifteen (15) days thereafter.

4. TRANSFER OF CLAIMS FUNDS

For each calendar month during the Contract period, the City will transfer to IRFFNC certain funds for use in payment of accepted claims against the City. The funds initially transferred to IRFFNC by the City will be in an amount to approximate 60 calendar days projected claim payments. In addition, in any case in which a claim or lawsuit is transferred by IRFFNC to the City Attorney's Office for handling, all expenses incurred by the City Attorney's Office in handling such claim or lawsuit shall be submitted to IRFFNC to be paid from these claims funds. IRFFNC will acknowledge receipt of these funds as well as its obligation to return unused funds to the City in accordance with the provisions of this Contract. The amount of monthly fund transfers will be reviewed semi-annually and increased or decreased as necessary to approximate 30 calendar days projected claim payments.

If a surplus of funds remains after all claim payments have been credited against a monthly fund transfer, such surplus will be held by IRFFNC to cover shortfalls in claim payment funds which may arise in succeeding months. IRFFNC will be required to maintain an accounting of all fund transfers, claim payments, and surpluses. The City agrees that any deficiency in funds availability during any calendar month shall be due and payable not later than fifteen (15) days from the date of invoicing from IRFFNC. Reconciliation of these fund transfers and claim payments, if necessary, will occur on or about June 30th of each year during the contract period or more frequently upon the request of either party. IRFFNC shall within fifteen (15) days after reconciliation, return any excess funds to City, provided that excess funds shall be only those funds remaining after offset of the amount against any un-reimbursed claim payments.

Upon receipt of an invoice, the City shall pay amounts invoiced with fifteen (15) days after the date of the invoice or contact IRFFNC's representative herein designated with questions. Upon resolution of any such questions, City shall make appropriate payment to IRFFNC within fifteen (15) days thereafter.

Notwithstanding the fund transfer provisions above, any loss settlement in excess of \$25,000.00 will require pre-funding within three (3) business days of IRFFNC's notice to City.

5. QUALITY OF SERVICES

All services performed under this Contract shall be performed in a professional manner, to the reasonable satisfaction of the City, and shall conform to all prevailing industry and professional standards for third party administrator services for property and liability claims.

6. NOTICES

All notices, requests for payment, or other communications arising hereunder shall be, until notice of a change is given to the other party in accordance with the provisions of this section, sent or directed to the following:

City of Durham
Attn: Laura Henderson
Risk Manager
101 City Hall Plaza
Durham, N.C. 27701
Telephone (919) 560-4622

IRFFNC
Attn: J. Steven Lee
Director of Claims
P.O. Box 1310
Raleigh, NC 27602-1310
Telephone (919) 733-3106

7. ASSIGNMENT

This Contract may not be assigned by IRFFNC or its third party administrator, the North Carolina League of Municipalities, without the express written consent of the City.

8. APPLICABLE LAW

This Contract shall be governed by and construed in accordance with the applicable laws of the State of North Carolina, and venue for any legal actions shall be in Durham County.

9. INCORPORATION OF DOCUMENTS

Specifically incorporated into this Contract are the following attachments, or if not physically attached, are incorporated fully herein by reference:

- i. Attachment A – Scope of Services
- ii. Attachment B – Pricing
- iii. City of Durham Request for Proposal dated April 22, 2005

This instrument constitutes the whole and entire agreement between the parties and supercedes all prior oral and written agreements. This instrument may be altered only by a subsequent mutual agreement that is reduced to writing and is executed by authorized legal representatives of both parties.

10. SELF INSURED STATUS OF CITY; HOLD HARMLESS

The City is not a party to the interlocal agreement referred to hereinabove pursuant to which IRFFNC was established and exists, and the City is not a participant in the risk pool therein created. This Contract is exclusively for third party administrator services only as the City is self insured.

IRFFNC, its third party administrator and the risk pool hereinabove referred to shall not be liable for any claims, damages, losses, costs, charges, fees, interest or expenses of whatever kind (including punitive damages, court costs and attorneys' fees) arising out of any incident, occasion or claim made against the City for which services are provided hereunder. To the extent allowed by North Carolina law, the City shall indemnify and hold harmless IRFFNC, its third party administrator and the risk pool referred to from all liability, costs, and legal fees arising out of any incident, occasion or claim made against the City for which services are provided hereunder. The parties understand and acknowledge that no North Carolina case, statute or Constitutional provision authorizes a local government to indemnify a contractor and that this contract provision may be unenforceable.

IRFFNC shall indemnify, defend and hold harmless the City with respect to any claims or demands, actions, damages, costs and expenses resulting from any errors, omissions, torts or other negligent acts or omissions of IRFFNC, its agents, servants, employees, associates or subcontractors; provided however, that the foregoing hold harmless provision shall have no force and effect with respect to any such claims or demands, actions, damages, costs and expenses which are the result of the instructions or acts of the City, or are the result of IRFFNC's non-negligent fulfillment of its obligations under this Contract.

11. SUSPENSION OR TERMINATION AGREEMENT

Default In the event that IRFFNC's performance shows non-conformance to the work required by this Contract, the Scope of Services or other terms or conditions contained herein as a result of IRFFNC's errors, omissions or negligent acts, IRFFNC shall be in breach of this Agreement and the City may take corrective action as it deems necessary including, but not limited to, termination, withholding or reduction of payment.

Suspension In the event that IRFFNC's performance is found by the City to be deficient under the Contract, the City shall also have the right to suspend the Contract upon ten (10) days written notice to IRFFNC. Such written notice shall state the reasons for suspension and allow for a review period of ten (10) days during which IRFFNC shall be provided with an opportunity to respond with an explanation or justification, and/or shall undertake any reasonable remedial action required by the City. If, in the opinion of

the City IRFFNC remains in violation of the Contract at the completion of ten (10) day suspension period, the City shall have the right to terminate the Contract whereupon all obligations of the City to IRFFNC shall cease. If following a suspension, the City elects to resume performance under the Contract, such resumption of performance shall not constitute waiver of any rights or claims of the City under the Contract.

Nothing contained herein shall prevent the City from pursuing any other remedy that it may have against IRFFNC including claims for damages.

Upon expiration, termination, or default of the contract, IRFFNC will provide the City or authorized agent access to all electronic data files that need to be transferred to another software system.

Either the City or IRFFNC shall have the right to terminate this contract without cause by giving 90 days written notice to the contact person.

12. AUTHORITY

IRFFNC and City, each to the other, represent and warrant that each has full authority to enter into this Contract and that each has obtained all necessary consents in connection with execution and delivery thereof. This Contract constitutes the valid and legally binding obligation of each party, enforceable in accordance with its terms. The persons or persons executing this Contract on behalf of the parties are duly authorized to do so.

13. ADDITIONAL TERMS

Settlement Authority Pursuant to the terms of this Contract, the City relinquishes full and complete authority and control to IRFFNC and its third party administrator for all matters pertaining to the handling of claims within IRFFNC's discretionary settlement authority limit under this Contract. IRFFNC shall, in connection with such claims comply with all applicable Federal, State or Local laws in the adjustment of assigned claims or the subject matter thereof, and shall exercise its own judgment unless the City specifically advises otherwise. The City reserves the right to take over the handling and control of any claim at any time for any reason.

City represents and warrants that any settlement requiring the prior approval of the City's Finance Department as specified herein shall be, when so approved, the duly authorized act of the City and that the representative of the City's Finance Department providing such approval shall be authorized to do so on behalf of the City.

Professional Standards The City of Durham strives to provide an exceptionally high level of customer service to its employees, to members of the general public and to organizations utilizing City facilities and programs. Therefore the City will expect IRFFNC to conduct its activities on behalf of the City in that spirit by adhering to the highest standards of professionalism and recognized insurance industry best-practices.

Claims After Contract Period Any claim occurring during the contract period and reported to IRFFNC more than twelve (12) months after the end of the contract period

will be handled on a Time and Expense basis by IRFFNC at its then prevailing hourly rate and expense method of billing.

Counterparts This Contract will be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same Contract.

IN WITNESS WHEREOF, IRFFNC has executed the foregoing Contract with the signature(s) of its duly authorized officer(s), and the City has executed with the signature of its City Manager, attested by its ~~(Assistant/Deputy) Clerk-Treasurer~~, with the official seal affixed, the day and year first above written.

IRFFNC:

By: *Donald N. Brookshire*
Donald N. Brookshire
Chair, Board of Trustees

ATTEST:

By: *Barbara A. Jones*
Secretary to the Board

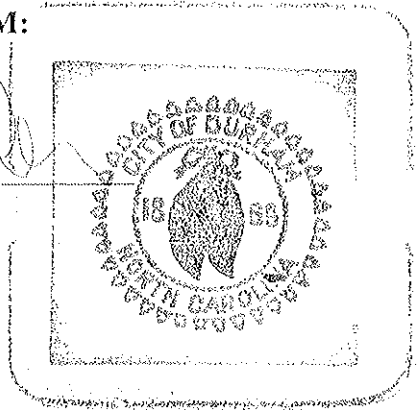


THE CITY OF DURHAM:

By: *Patrick W. Baker*
Patrick W. Baker
City Manager

ATTEST:

By: *D. Ann Gray*
~~(Asst.) Clerk / Treasurer~~
City
(Affix Seal)



The North Carolina League of Municipalities, as third party administrator for IRFFNC and of the IRFFNC risk pool, hereby assents to the terms of the foregoing Contract and agrees to perform for the City such of the services therein described as may be directed by IRFFNC, and in the performance thereof agrees to comply with and be bound by its terms.

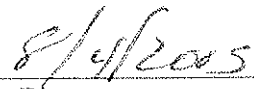
NORTH CAROLINA LEAGUE OF MUNICIPALITIES

By: *S. Ellis Hankins*
S. Ellis Hankins, Executive Director

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.



City's Finance Officer



Date

NORTH CAROLINA

Interlocal Risk Financing Fund of North Carolina

ACKNOWLEDGEMENT
COUNTY OF WAKE

I, the undersigned Notary Public, in and for the aforesaid County and State, certify that Donald N. Brookshire personally came before me this day and acknowledged that he is the Chair of the Board of Trustees for the Interlocal Risk Financing Fund of North Carolina, and that he is empowered to duly execute the foregoing instrument in his capacity as Chair of the Board of Trustees.

Witness my hand and official seal this the 22nd day of August, 2005.

Carroll J. Smith
Notary Public

(SEAL)

My Commission Expires: 7-3-06

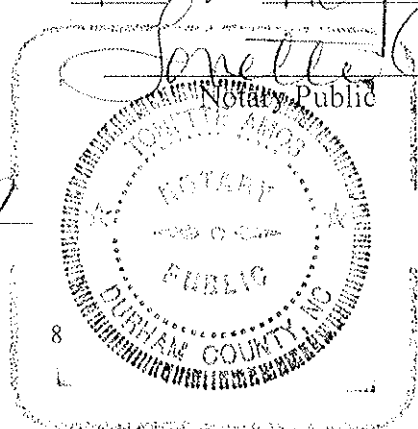
NORTH CAROLINA

CITY/MANAGER ACKNOWLEDGEMENT

COUNTY OF DURHAM

This is to certify that on the 12 day of Aug, 2005, before me personally came D. Ann Gray, with whom I am personally acquainted, who, being by me duly sworn, says that she is the City Clerk and ~~Treasurer~~ and that Patrick W. Baker is the City Manager of the City of Durham, the municipal corporation described in and which executed the foregoing; and that she knows the corporate seal, and the name of the municipal corporation; that the seal affixed to the foregoing instrument is said corporate seal, and the name of the municipal corporation was subscribed thereto by the City Clerk and ~~Treasurer~~ and that the said corporate seal was affixed, all by order of the governing body of said municipal corporation, and that the said instrument is the act and deed of said municipal corporation.

Witness my hand and official seal this the 12 day of Aug, 2005.

Smelley Carter
Notary Public


(SEAL)

My Commission Expires: 07-17-07

NORTH CAROLINA

NCLM

ACKNOWLEDGEMENT
COUNTY OF WAKE

I, the undersigned Notary Public, in and for the aforesaid County and State certify that S. Ellis Hankins personally came before me this day and acknowledged that he is the Executive Director for the North Carolina League of Municipalities, and that he is empowered to duly execute the foregoing instrument in his capacity as Executive Director.

Witness my hand and official seal this the 23rd day of August, 2005.

Amy J. Smith
Notary Public

(SEAL)

My Commission Expires: July 3, 2006

ATTACHMENT A
SCOPE OF SERVICES

In consideration for all of the provisions and stipulations of this contract, IRFFNC agrees:

1. To accept and review all claim and loss reports reported to it by the City of DURHAM. The City will report claims via telephone to 919-715-2301, or via fax to 919-715-8465, or by email to kbullock@ncfm.org.
2. To investigate accepted claims and losses to the extent deemed necessary in the judgment of IRFFNC, and to adjust, settle, resist or otherwise handle all such claims or losses within the authority granted by the City of Durham. IRFFNC shall have a dollar amount of settlement authority to be established periodically in writing by the City. Any settlement in excess of that specific authority will require prior approval from the City's Risk Manager. If payment of \$25,000.00 or greater is required, IRFFNC will ask City to pre-fund to IRFFNC within three (3) business days of payment.
3. To establish claim and/or loss files for all reported claims and losses which shall be available for review at all reasonable times by the City.
4. To maintain thorough documentation of all claims, including but not limited to, correspondence, investigatory materials, medical records, invoices, memoranda, and other documents. IRFFNC also agrees to generate and maintain notes of all claim activity.
5. During the term of the Contract to provide a customer service representative at its Raleigh, North Carolina office. The customer service representative will act as a liaison and coordinate services between the City and IRFFNC. If at such time the City no longer has an unexpired contract with IRFFNC, the services of a customer service representative will continue to be provided upon the City's request, for an additional time and expense or negotiated fee.
6. To report all serious files to the City's excess carrier as needed. City will supply name, address and contact person at the excess carrier. The excess carrier will provide claim forms, and a list of the type claims it wants reported
7. To engage professional assistance, i.e., attorneys, rehabilitation experts, private detectives, accident reconstructive experts, and second opinion physicians only with prior approval from City, and at City's cost.
8. To retain and store claim files as follows:

Loss and claim files shall be stored in their existing state at the time of file closure for a period up to five (5) years from inception of contract. Upon expiration of this five (5) year period, the City shall have one of the following options.

- a. Require IRFFNC to return all stored files to the City at the City's expense,
or
- b. Require IRFFNC to continue storing files at the then prevailing rate.

If at the end of the five (5) year period the City has not notified IRFFNC in writing of its selection of one of the options set forth in a or b above, it is agreed that IRFFNC will return all stored files to the City at the City's expense.

- 9. To provide at each month's end the following:
 - a. A billing report for services,
 - b. A billing for reimbursement of claims payment,
 - c. A printed monthly report of all open and closed claims to include the status of each open claim assigned, including details of payment and outstanding reserves for the month and year covered by the report; such report to be provided no later than the 15th day of the following month,
 - d. A monthly diskette provided to the City on the same schedule as the paper loss run referenced in paragraph C above, which contains a "download" of cumulative claim information in Microsoft-Excel format, or other stated format.
 - e. A list of all checks paid for claims and claim expenses.
 - f. A download of cumulative claim information to the City's system via "ftp" transmission, when possible.
- 10. At the conclusion of the Contract period, claims will be handled to conclusion or returned to the City at the City's request.

ATTACHMENT B

PRICING

Property and Liability claim fees are as follows:

1. Incident Only Reporting \$65.00
2. Fee per claim
 - Auto Liability - \$415.00 per claim
 - General Liability- \$470.00 per claim
 - Back-up claims- less than \$500.00 paid claim & no onsite inspection- \$380.00
less than \$7,500.00 paid claim- \$520.00 per claim
greater than \$7,500.00 paid claim- \$780.00 per claim
(all back-up claims include inspection of loss, except as designated above)
 - Recovery claims - \$300.00 per claim
3. Time and Expense (actual time spent)
\$65.00 per hour plus expenses incurred

Due to the sensitive nature, claims expertise needed, and varying amount of time needed to investigate and conclude, the following claims will be handled on a Time and Expense basis:

- Police Professional
- Public Officials Liability
- Employment Liability
- Claims which trigger the City's reinsurance or claims involving serious injury including loss of life, loss of limb, brain injury, spinal cord injury, burns or disfigurement.

All claims referred to the City Attorney's Office which may require additional investigation time, mediation, or court testimony as required by the City Attorney will be billed to the City on a time and expense basis of \$65.00 per hour.

ACORD CERTIFICATE OF LIABILITY INSURANCE Page 1 of 2		DATE 08/02/2005
PRODUCER 877-945-7378 Willie North America, Inc. - Regional Cert Center 26 Century Blvd. P. O. Box 305191 Nashville, TN 37205191	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED North Carolina League of Municipalities 308 West Jones Street Post Office Box 1310 Raleigh, NC 27602-1310	INSURERS AFFORDING COVERAGE	NAIC#
	INSURER A: Hartford Fire Insurance Company	19602-005
	INSURER B: Hartford Casualty Insurance Company	29424-001
	INSURER C: The North River Insurance Company	21105-001
	INSURER D:	
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADDY LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO- <input type="checkbox"/> LOC	22JUNTA1868	7/1/2005	7/1/2006	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	22JUNTA1868	7/1/2005	7/1/2006	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AUTO ONLY AGG \$
B	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	22XHUTA0547	7/1/2005	7/1/2006	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY EMPLOYEE (JOB/PAPER/REG/ST/CONTIN- UOUS/SEMI-CONTIN/SEMI-CONT/ST/CONTIN) (Has coverage under SPECIAL PROVISIONS below)				WC STATUTE LIMITS OTHER 11 EACH ACCIDENT \$ 11 DISEASE - EA EMPLOYEE \$ 11 DISEASE - POLICY LIMIT \$
C	OTHER TRADES Professional Liability	5560022956	7/1/2005	7/1/2006	\$1,000,000 Limit \$20,000 Retention

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS
 THIS VOIDS AND REPLACES PREVIOUSLY ISSUED CERTIFICATE DATED: 8/2/2005 WITH ID: 6059743

CERTIFICATE HOLDER

CANCELLATION

City of Durham
 101 City Hall Plaza
 Durham, NC 27701-3328

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUY FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE