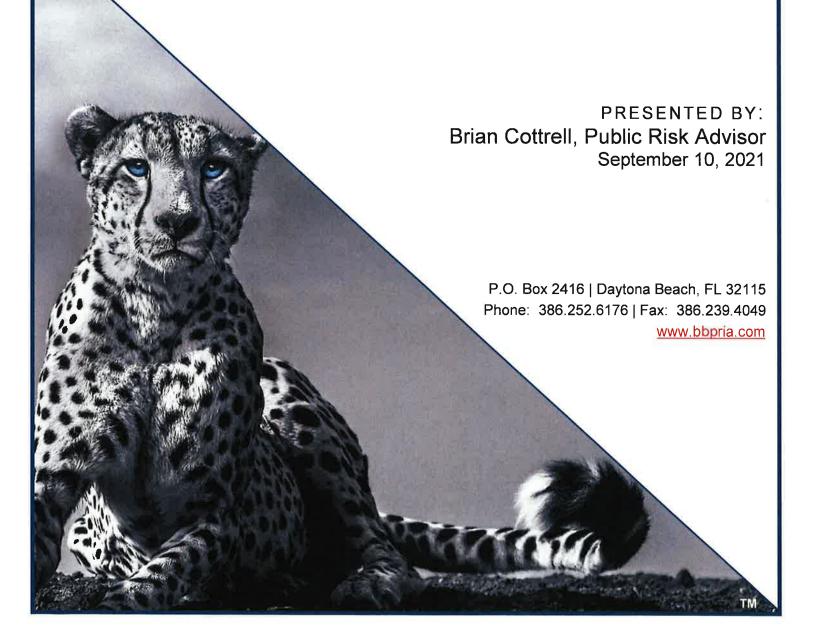


PART OF THE BROWN & BROWN TEAM

INSURANCE PROPOSAL PREPARED FOR

# City of Lake Worth Beach





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## **Our Story**

Public Risk Insurance Advisors (PRIA) is a proud member of the Brown & Brown family - an 80year-old, publicly traded, Florida corporation currently ranked as 6<sup>th</sup> largest insurance brokerage in the United States of America. Our Brown & Brown family is now more than 10,000 teammates. spanning London to Los Angeles. Through our collaborative efforts, we design, place, and service more than \$20 Billion in annual insurance products. We passionately undertake these efforts on behalf of our clients ranging from individuals and small businesses, to state governments and Fortune 500 companies.

The PRIA team is a highly-specialized unit of insurance advisors 100% trained to deliver industry-leading services to public entities in the State of Florida. Since 1992, we have continuously refined that specialization and enhanced our services, while becoming the largest public entity brokerage in Florida. Our team provides Property & Casualty and Employee Benefits services to governments from Key West to the Panhandle and represents more than 250 clients.

We have proven over nearly three decades of service to local governments that we are a highly sophisticated and accountable team of insurance professionals, laser-focused on providing both world-class brokerage services and concierge-level support to our clients. We have built our reputation by empowering our governmental clients to outperform their industry peers, lower their cost of risk, and enhance their employee benefits programs - all while staying within their annual budgetary constraints. Our team is committed to serve those who serve the public – and provide superior service to our clients, their staff, and their employees.



# **An Introduction to Your Service Team**

Account Executives		
Matt Montgomery Executive Vice President	(386) 239-7245	mmontgomery@bbpria.com
Robin Russell, ARM-P, CISR, CSRM Director of Operations	(386) 239-4044	rrussell@bbpria.com
Paul Dawson, ARM-P Senior Vice President / Public Risk Advisor	(386) 239-4045	pdawson@bbpria.com
Michelle Martin, CIC Senior Vice President / Public Risk Advisor	(386) 239-4047	mmartin@bbpria.com
Brian Cottrell, CIC, CRM Vice President / Public Risk Advisor	(386) 239-4060	bcottrell@bbpria.com
Kyle Stoekel, ARM-P, CIC Public Risk Advisor	(386) 944-5805	kstoekel@bbpria.com
Victoria "Tori" Reedy Executive Coordinator	(386) 239-4043	vreedy@bbpria.com
Service Representatives		
<b>Melody Blake, ACSR</b> Public Risk Specialist	(386) 239-4050	mblake@bbpria.com
Patricia "Trish" Jenkins, CPSR Public Risk Specialist	(386) 239-4042	pjenkins@bbpria.com
Danielle Coggon, CISR Public Risk Specialist	(386) 239-4048	dcoggon@bbpria.com
Christina Carter, CIC, CRM Public Risk Specialist	(386) 333-6069	ccarter@bbpria.com
Schylar Howard Public Risk Specialist	(386) 265-6117	showard@bbpria.com
Emily Bailey Public Risk Specialist	(386) 333-6085	ebailey@bbpria.com
Alexa Gray Assistant Public Risk Specialist	(386) 333-6068	agray@bbpria.com

Our Service Team philosophy focuses on accountability at all levels of account management. Our goal is not simply to meet your service needs, but to exceed them. All the employees at PRIA are dedicated to achieving this goal and distinguishing ourselves from the competition.



# Preferred Governmental Insurance Trust (*Preferred*) Overview

Several hundred members and millions in premiums prove that the *Preferred* Governmental Insurance Trust® fulfills what Florida needs: an insurance program exclusively customized and dedicated to the public sector. *Preferred* stays on the forefront of specialized insurance for property, casualty and workers' compensation because it is non-profit and self-governed with a membership comprised solely of Florida public entities.

*Preferred*'s history dates back to 1999. Its robust membership and financial strength, including consistent growth of surplus, stem from its conservative platform of managed risk. *Preferred* is just that: *preferred* for unmatched public entity experience, innovation, stability and personalized service.

Preferred's Member Types		
Municipalities	Counties	Special Districts
Public Schools	Charter Schools	Sheriff Departments
Housing Authorities	<b>Aviation Authorities</b>	Transit, Port & Utility Authorities

Preferred's Comprehensive Coverages		
Property	Workers' Compensation	General Liability
Automobile Liability	Automobile Physical Damage	Law Enforcement Liability
Public Officials Liability	Employment Practices Liability	Educators' Legal Liability

## The Power of Groups and People

What does a specialized insurance trust do for you? In the case of *Preferred*, it gives you the purchasing power of a very large trust with billions of covered property values—far more financial negotiating power than a single public entity can muster. As a *Preferred* member, you are part of a formidable Florida insurance trust.

The trust also transfers risks from any one public entity to the larger group. This provides all members of the trust better rating structures with less volatility. *Preferred*'s sole focus on government ensures that members' unique needs are met.



#### **Underwriting and Administration**

Behind *Preferred*'s underwriting platform are decades of success built on integrity and market relationships. Our team of underwriters' vast insurance expertise enhances the actuarial and scientific data used to underwrite individual risks within the trust. Services delivered are both broad and precise. Reliability is assured. The administrator for *Preferred* is Public Risk Underwriters of Florida, Inc.® (PRU), Florida's premier public entity specialist of its kind. Preferred's claims administrator is PGCS Claim Services. With more than 25 years in claims experience, PGCS is Florida's foremost governmental third-party administration company.







#### **Underwriting Highlights**

- Diverse risk financing options: guaranteed cost, deductible, self-insured retention, all lines aggregate
- Competitive premium discounts based on favorable experience and sound safety practices
- Flexibility of coverage design, including mono-line or package basis
- Dynamic financial analysis conducted periodically to validate the trust's superior financial standing

#### **Administration**

- General counsel, defense counsel and litigation services by specialists in governmental law
- Membership relations for networking and professional development
- Legislative Pulse newsletter from Tallahassee-based law firm
- Professional marketing that guarantees local agent support, governmental knowledge and an evergrowing group of members
- **Preferred News**—a quarterly publication covering the spectrum of government insurance issues
- State filing, accounting and independent CPA audited financials as needed

## **Preferred's Expert Boards Know Your Business**

Preferred is governed and guided by people working daily in all segments of Florida's public sector – from municipalities to counties to schools to special taxing districts.

The Board of Trustees is comprised of elected public officials who work wisely and diligently to set policy, keeping Preferred as the premier public entity insurer of its kind.



## **Preferred Claims Administration**

Preferred Governmental Claim Solutions, Inc. ® (PGCS) is the premier governmental third-party claims administrator in the state of Florida and administers the claims for Preferred Governmental Insurance Trust (*Preferred*). Since its founding in 1956, PGCS has provided claims administration services exclusively to over 450 governmental entities including schools, cities, towns, counties, community development districts, and fire districts. Therefore, PGCS's adjusters are extremely qualified to handle governmental tort liability and public sector workers' compensation claims. They are experts at investigating and handling police and firefighters presumption claims. PGCS is sensitive to the politics involved in the handling of public entity claims.

PGCS's claims administration program consists of workers' compensation, general liability, bodily injury, personal injury, property, auto liability, auto physical damage, employment practices liability, school leaders/educators liability and public officials liability. Their claims staff has over 630 years of combined insurance experience and each has been with PGCS an average of 8 years. Claims are handled under strict supervision in accordance with the PGCS workers' compensation and liability claim handling procedure manuals and the PGCS claim best practices manual. A random sampling of each adjuster's claim files are audited on a monthly basis by a Quality Assurance Manager to ensure compliance.

PGCS provides their clients with a dedicated Subrogation Unit to pursue reimbursements from atfault third parties. Their current recovery rate is fifty-nine (59) percent of the claim costs expended. PGCS also has a dedicated excess reporting and recovery unit for communication to and securing reimbursement from the excess and/or reinsurance carriers. In addition, PGCS provides a state-approved Special Investigation Unit (SIU) to prevent and pursue fraudulent claims. PGCS offers rewards up to \$10,000.00 for the arrest and conviction of persons committing workers' compensation fraud. This service is provided via a twenty-four hour seven day a week hotline.

PGCS utilizes the RiskMaster system for claims processing. This system captures a wide variety of data and allows the adjuster to enter an unlimited number of claim notes, process reserve changes, and issue claim payments. Customized reports can be obtained from PGCS's on-line system containing a multitude of data parameters that a client may choose to analyze. The system can be accessed by clients via their website at <a href="https://www.pgcs-tpa.com">www.pgcs-tpa.com</a>.

Communication with PGCS's clients is the cornerstone of their claims administration program. Professional adjusters, nurses, management, quarterly in-depth claim review meetings, 24/7 claim reporting, utilization of attorneys specializing in public entity defense, litigation management, and return to work programs are just a sample of how PGCS has set the standard for the industry.

PGCS is committed to partnering with their clients to provide professional and aggressive claim management programs. While they are recognized as the leader in the industry, PGCS is always striving to improve the quality of their programs and expand the services that they offer.



## **Preferred Safety and Risk Management Services**

The success of any public sector community is tied to its ability to protect and preserve its human physical assets. This basic premise serves as the cornerstone of an effective Safety Management program and underscores the importance of Safety and Risk Control to the community. *Preferred's* Safety and Risk Management Department is very aware of the valuable contribution a comprehensive safety and risk control program makes to the bottom-line of any organization.

At *Preferred*, Safety consultations originate with one basic thought—to recommend specific measures to minimize or eliminate the exposures that cause accidents. This does not mean that the workplace become no-risk utopias, but we expect our consultants to recommend measures to control and minimize all types of accidents, injuries and illnesses to our *Preferred* members' operations and premises.

*Preferred* is dedicated to meeting the challenge of the complex issues facing public sector organizations Disarming these issues and converting them into solutions which work to the advantage of our goal. *Preferred*'s approach to risk control incorporates the following elements:

- **Exposure Identification** Assist management in determining areas where a chance of loss might exist through cause trend analysis, work site evaluations, and facility inspections.
- **Exposure Measurement and Loss Analysis** Loss analysis and a review of the consequences of the exposures will be considered to develop alternative methods of control.
- **Determination and Selection of Appropriate Risk Control Methods** Based on measurement and analysis, specific recommendations and/or custom designed risk control plan will be formulated. OSHA, as well as other Agency Standards will be applied and/or used as a "Best Practice" measure when designing and formulating safety and risk control plans.
- Training and Safety Management Consulting After considering client needs specific services and/or training will be formulated and initiated to fit the client's need. Key Personnel or specialty consulting services with the knowledge and skills needed to meet those identified needs will be provided.
- Additional Consulting Services Available Preferred's Safety & Risk Management has other services available that may benefit our clients. These services include security evaluations and review of existing safety and risk programs.

*Preferred*'s Safety and Risk Management Department evaluates the unique needs to each client, ultimately designing a program that is capable of being integrated into the overall safety and risk control efforts of each client. *Preferred*'s dedication to the problem-solving approach is the foundation of their Safety and Risk Management Service.



## **Utilities Property**

<u>Term</u>: October 1, 2021 to October 1, 2022

<u>Company</u>: ACE American Insurance Company

(Rated A++ XV by A.M. Best)

Starr Tech Participation: 100%

Form: Starr Tech benchmark form plus endorsements

Coverage: All Risk of direct physical loss or damage, covering Property Damage,

Business Interruption, Extra Expense, and Boiler & Machinery

	Values	
(per schedule on file)		
\$124,680,801	Property Damage	
No Coverage	Business Interruption	
\$500,000	Extra Expense	
\$124,680,801	Total Insured Value	

Policy Limit of Liability		
\$124,680,801	Any One Occurrence	

#### **Valuation**

This company's liability for loss under this policy for real and personal property (excluding stock) shall not exceed the smallest of the following amounts:

- 1. The amount of this policy.
- 2. The replacement cost of property or any part thereof, identical with property described herein, at the same location and intended for the same occupancy and use;
- 3. The amount actually and necessarily expended in repairing or replacing the property described herein, or any part thereof, at the same location, or another location, and intended for the same occupancy and use.
- 4. Actual Cash Value if the property is not repaired or replaced within 2 years.

Time Element Coverages: Actual Loss Sustained



# **Utilities Property**

Sublimits  Sub-limits are per occurrence unless shown otherwise. The sub-limits below are part of and not in addition to the Policy Limit of Liability. Sub-limits are 100% and are subject to Starr Tech percentage participation.		
\$25,000,000	Earthquake/Earth movement, Annual Aggregate	
No Coverage	California Earthquake/Earth Movement	
\$5,000,000	Flood (including storm surge) , Annual Aggregate	
\$1,000,000	Flood (Zones A & V and all subzones, including storm surge), Annual Aggregate	
\$500,000 or 25% of the loss, whichever is greater	Debris Removal	
\$250,000	Demolition & Increased Cost of Construction	
\$1,000,000	EDP Equipment & Media	
\$250,000	Expediting Expense	
\$500,000	Extra Expense	
\$250,000	Hazardous Substances or Contaminents	
\$1,000,000	Newly Acquired Locations	
NO Coverage	Service Interuption	
\$1,000,000	Transit	
\$250,000	Unnamed locations	
\$250,000	Valuable papers	



## **Utilities Property**

<u>Deductibles</u>:

All deductibles listed below are per occurrence.

**Property Damage:** 

\$300,000 except

Flood (Zones A & V and all

subzones, including

Storm Surge):

5% of the Property Damage Total Insurable Value of the units of

insurance damaged in the Occurrence, subject to a minimum of

\$250,000

Wind (Named Storms):

5% of the Property Damage Total Insurable Value of the units of

insurance damaged in the Occurrence, subject to a minimum of

\$250,000

Dispatch Building & Utilies Office

\$100,000

Water Treatment Plant/Reverse

**Osmosis Water Treatment Plant** 

\$50,000

Time Element

(including but limited to):

\$300,000

Extra Expense:

120 hours per occurrence

As respects real and personal property, all claims for loss, damage or expense arising out of any one occurrence shall be adjusted as on claim and from the amount of each such adjusted claim there shall be deducted the sum stated on the Declaration Page. Deductibles for Property Damage and Time Element shall be applied separately.



## **Utilities Property**

#### ADDITIONAL TERMS AND CONDITIONS:

- 1. Coverages and/or Extensions of Coverage not specifically mentioned, even though they may be outlined in your submission, are not included.
- 2. This quotation is subject to change at any time prior to binding if any new losses not previously reported are incurred, whether from natural catastrophe or any other insured cause of loss and coverage cannot be bound prior to September 20, 2021.
- 3. Business Interruption coverage is excluded.
- 4. 72 Hour Occurrence Definition applies to Wind, Flood, Earthquake and Riot.
- 5. No coverage provided for Steam Turbine Units S-1, S-2 and S-4 and associated boilers, feedwater, condensate, circulating water and auxiliary electrical equipment.
- 6. No coverage provided for substation and switchyard, including the TPTL transformers.
- 7. Transmission and Distribution lines, line transformers, towers and poles, equipment or apparatus connected therewith located beyond 1,000 feet of any insured premises are excluded.
- 8. Extra Expense coverage excludes the costs incurred in the generation, transmission, purchase, replacement, trading, or distribution of electrical power.
- 9. Premium does not include surcharges, taxes, & countersignature fees if any apply.
- 10. Premium to be paid in full within 30 days of inception.
- 11. The following Additional Endorsements will attach to and form part of the in-force Starr Tech Energy policy form:
  - a. Anniversary Renewal Endorsement
  - b. Exclusion of Loss due to Virus, Bacteria, or microorganism that induce Physical distress, Illness or Disease (attached)
  - c. Terrorism Endorsements per Table



## **Property - Inland Marine**

<u>Term</u>: October 1, 2021 to October 1, 2022

<u>Company</u>: Preferred Governmental Insurance Trust (*Preferred*)

Covered Property (Per Schedule Provided)		
\$45,663,687	Blanket Value Buildings and Contents	
Special Property Coverages		
\$5,000,000	Flood	
\$5,000,000	Earth Movement	
\$5,000,000	TRIA	

	Inland Marine (Per Schedule Provided)
\$600,000	Blanket Unscheduled Inland Marine***
Included in Blanket	Communication Equipment***
Included in Blanket	Contractor's / Mobile Equipment***
Included in Blanket	Electronic Data Processing Equipment***
Included in Blanket	Emergency Portable Service Equipment***
Included in Blanket	Fine Arts***
Included in Blanket	Other Inland Marine
\$100,000	Rented, Leased or Borrowed Equipment♦♦
Included in Blanket	Valuable Papers
Not Included	Watercraft, Not Including Hull Coverage**

<u>Deductibles</u>: \$5,000 per Occurrence – Buildings and Contents, Earth Movement and TRIA

5% of TIV per Occurrence / Per Location for "Named Storm" subject to minimum of \$20,000 Per Occurrence. Location is defined by each itemized listing on the applicable schedule. Also applies to Inland Marine

\$5,000 any one occurrence for Flood, except:

Excess of maximum NFIP available whether purchased or not or 5% of the TIV at each affected location whichever is greater for Zones A & V

\$1,000 per Occurrence – Inland Marine

<sup>\*\*\*</sup>Unscheduled items are subject to a maximum value of \$25,000 or less per item. Items valued above this amount must be scheduled.

<sup>\*\*</sup>Watercraft, not exceeding 25 feet, coverage is not hull coverage. Limited to Specified Perils only, excluding collision with another object.

<sup>♦♦</sup>Unscheduled items are subject to a maximum value of \$250,000 or less per item, subject to the maximum per occurrence loss limit shown on the Inland Marine Schedule. Items valued above \$250,000 must be schedule.



## **Property - Inland Marine**

"Named Storm" Definition: "...the direct action of wind, including wind driven water and storm surge when associated with or occurring in conjunction with a storm or weather disturbance which is named..." Wind driven water and storm surge loss are NOT subject to Flood Sublimit and are included to the blanket limits.

Flood coverage in zones A or V, or within a 100 Year Flood Plain as designated by the United States Army Corps of Engineers, will have a special flood deductible equal to all flood insurance available for such property under the NFIP, whether purchased or not or 5% of the Total Insured Value at each affected location whichever is greater. If such property is not eligible for the National Flood Insurance Program because the community in which the property is located does not participate in the NFIP, the Special Flood Deductible will be \$1,000,000 per insured location damaged in the flood occurrence or 5% of the Total Insured Value at each affected location whichever is greater.

Flood zones A will include, but not be limited to all the sub-classifications of AO, AH, AE, AR, A1 through A99, or any other sub-classification with the A prefix or designation. Flood zones V will include, but not be limited to all the sub-classifications of VO, VH, VE, VR V1 through V99, or any other sub-classification with the V prefix or designation. See policy form for special deductible restrictions.

#### Coverage:

- 1. Special form (formerly "All Risk"), subject to policy exclusions.
- 2. Replacement Cost applies to Buildings, Contents and EDP is subject to all terms and conditions of the coverage agreement the most we will pay for all loss, damage or costs in any one occurrence is the applicable limits of liability shown in the property declaration. The blanket limit of coverage shown in the property declaration applies to all covered property unless a separate limit, lower limit or reduced amount of coverage is indicated elsewhere in the coverage agreement or in the property declaration.
- 3. Inland Marine coverage paid at "Agreed Value" if the valuation type on the Inland Marine schedule is shown as agreed value; or the lesser of Actual Cash Value or 110% of the value reported on the schedule. See policy for complete details.
- 4. *Preferred* will pay for covered loss to your real property, inland marine or personal property:
  - a. At the location shown on the Schedule of the Declarations.
  - b. Property in the open within 1,000 feet of locations described in a. above,
  - c. With respects to Inland Marine, at or away from your covered location.
- 5. No Coinsurance Clause.
- 6. Certain coverages subject to sub-limits stated in policy.
- 7. During the current coverage agreement period, there will be no charge for any new locations acquired after the inception date of the agreement. If the newly added location was owned or acquired prior to the inception date of the coverage agreement, then premium is due at the time the location is added.
- 8. The Preferred Property Program is a shared limit. The limits purchased are a per occurrence limit and in the event an occurrence exhaust the limit purchased by Preferred on behalf of the members, payment to you for a covered loss will be reduced pro-rata based on the amounts of covered loss by all members affected by the occurrence.
- 9. *Preferred* will be appraising all property currently scheduled. At time of finalization of appraisal, building values are to be adjusted accordingly or Stated Value endorsement will be applied with immediate effect.



# **Property - Inland Marine**

Sublimits of Coverage Sublimits apply as part of, and not in addition to, the overall Total Insured Values coverage limit.			
\$500,000	Accounts Receivable, per occurrence		
\$1,000,000	Additional Expense		
\$5,000	Animals, annual aggregate		
\$500,000	Business Income		
\$250,000, or 25% of loss whichever is greater	Debris Removal, per occurrence		
\$1,250,000	Demolition Cost, Ordinance & Increased Cost of Construction, per occurrence		
\$250,000	Errors and Omissions, per occurrence		
\$5,000	Expediting Expense, per occurrence		
\$25,000	Fire Department Charges, per occurrence		
\$50,000	Fungus Cleanup Expense, annual aggregate		
\$25,000 Per Occurrence \$1,000 Max per Tree	Lawns, Plants, Trees and Shrubs, Excludes Wind (see policy form for additional restrictions)		
\$2,000,000	New Locations, per occurrence – 60 days from the date new location(s) is first purchased, rented or occupied, whichever is earlier. See policy for details.		
\$50,000	Personal Property of Employees, per occurrence		
\$50,000	Pollution Cleanup Expense, annual aggregate		
\$250,000	Preservation of Property, per occurrence		
\$20,000	Professional Fees, per occurrence		
\$150,000	Property at Miscellaneous Unnamed Locations		
\$10,000	Recertification, per occurrence		
\$100,000	Service Interruption Coverage, per occurrence		
\$250,000	Transit, per occurrence		



# Property - Inland Marine Major Exclusions

#### Property Not Covered includes but not limited to:

- 1. Animals, water, land including land on which the property is located, shrubs, trees, lawns, growing crops, or standing timber, except under conditions described in the "Extensions of Coverage" section of the policy.
- 2. Aircraft.
- 3. Property you sold under conditional sale, trust agreement, installment payment, or other deferred payment plan after such property has been delivered to the customer.
- 4. Caves, caverns, mines or any type, or any property contained within them.
- 5. Currency, money, notes or securities.
- 6. Dams, dikes or levees.
- 7. Contraband or property in the course of illegal transportation or trade.
- 8. Property covered under import or export ocean cargo policies.
- 9. Property you transport as a common carrier.
- 10. Property shipped by mail, unless sent registered or certified.
- 11. Watercraft unless loss is from a specified peril and scheduled on the inland marine schedule.
- 12. Vehicles licensed or designed for highway use, unless shown on the Property Declaration, Extensions of Coverage item U, and then no coverage for any **over the road coverage**, or collision with another vehicle or object. The AOP deductible applies per occurrence and in the event of a Named Storm the Named Storm deductible applies per vehicle rather than per location. This coverage is paid at actual cash value at time of loss.
- 13. Bulkheads, docks, piers, wharves, retaining walls, boardwalks or underwater conduits from: freezing and thawing; impact of watercraft; waves, or debris driven by waves; pressure or weight of ice or water, whether driven by wind or not; or sinking or settling.
- 14. Electrical or communication lines, towers, and poles you own that are not located on a "covered location" insured under this policy.
- 15. Personal property of volunteers.
- 16. Underground pipes, unless loss is from a specified peril.

#### Excluded Risks of Direct Physical Loss include but not limited to:

- 1. War, invasion, acts of foreign enemies, hostilities or war like operations, civil war, rebellion, revolution, insurrection, civil commotion, military, usurped power, or any act of terrorism
- 2. Biological or Chemical Materials
- 3. Electronic Data or Electronic Date Recognition Exclusion
- 4. Asbestos
- 5. Damage caused by electronic currents artificially generated.
- 6. Pollution, except as provided under "Extensions of Coverage"
- 7. Building ordinance enforcement or Government action
- 8. Nuclear reaction
- 9. Utility failure
- 10. Fungus, except as provided under "Extensions of Coverage"
- 11. Any offshore oil well or oil shipping/tanker incident and the ensuing oil spill



## **Equipment Breakdown**

Term:

October 1, 2021 to October 1, 2022

Company:

Preferred Governmental Insurance Trust (Preferred)

**Covered Equipment:** 

Covered Property built to operate under vacuum or pressure, other than weight of contents, or used for the generation, transmission or utilization of energy.

Coverage	Limit
Property Damage / Loss of Business Income / Additional Expense per accident	\$45,663,687
Water Damage	\$1,000,000
Ammonia Contamination	\$1,000,000
Hazardous Substance Coverage	\$1,000,000
Utility Interruption (24 Hour Waiting Period)	\$2,000,000
Spoilage Damage	\$250,000
Ordinance or Law	\$1,000,000
Expediting Expenses	\$1,000,000
Data or Media	\$250,000
Fungus, Wet Rot, Dry Rot	\$15,000

Deductibles:

Same as Property - Building and Contents

24 Hours - Utility Interruption



## **Crime**

<u>Term</u>: October 1, 2021 to October 1, 2022

<u>Company</u>: Preferred Governmental Insurance Trust (*Preferred*)

## Limits of Liability and Coverage:

Coverage	Limit	Deductible
Employee Dishonesty, Including Faithful Performance	\$500,000	\$25,000
Forgery or Alteration Coverage	\$500,000	\$25,000
Theft, Disappearance and Destruction Coverage Inside Outside	\$500,000 \$500,000	\$25,000 \$25,000
Computer Fraud Coverage (Including Funds Transfer)	\$500,000	\$25,000

## Notes of Importance:

1. Employee dishonesty coverage is excluded for those employees required by law to be individually bonded.



## **General Liability**

Term:

October 1, 2021 to October 1, 2022

Company:

Preferred Governmental Insurance Trust (Preferred)

Form:

Occurrence

rom: Occurrence		
Coverage	Limit	Self Insured Retention
General Liability		
Bodily Injury and Property Damage, per Occurrence	\$1,000,000	
Personal Injury and Advertising Injury, per Person/Occurrence	Included	
Products/Completed Operations, Aggregate	Included	\$100,000
Fire Damage, per Occurrence	Included	,
Medical Payments	\$5,000	
Employee Benefits Liability, per Occurrence	\$1,000,000	
Sublimits		
Vicarious Law Enforcement Liability, per Occurrence	\$1,000,000	
Principle of Eminent Domain Including Inverse Condemnation, "Bert J. Harris, Jr., Private Property Rights Protection Act" per Occurrence / Annual Aggregate.	\$100,000	Same as General
Sewer Backup and Water Damage: Non-Negligent Claims Negligent Claims.	\$10,000/\$200,000 \$200,000/\$200,000	Liability
Herbicide and Pesticide, per Occurrence	\$1,000,000	

#### Additional Coverages Included:

- 1. EMT/Paramedic Professional Services
- 2. Premises Operations
- 3. "Insured" Contracts
- 4. Host Liquor Liability
- 5. Broad Form Property Damage Subject to \$2,500 Personal Property of Others Sublimit
- 6. Watercraft Liability (under 52 feet). See policy form for limitations
- 7. Limited Worldwide Coverage
- 8. Failure to Supply Water
- 9. Communicable Disease (Correctional Facilities and Health Care Facilities \$300,000 Limit)

#### Notes of Importance:

- 1. Premium is not audited.
- 2. Defense Costs are paid in addition to policy limits.
- 3. In the event an occurrence, accident or offense continues beyond the policy period, the applicable deductible would apply separately to each policy period in which the occurrence, accident or offense was committed or was alleged to have been committed.
- 4. Limits of Liability are subject to Florida Statute 768.28.
- **5.** SIR applied to money damages and claims expenses (including investigation, adjustment and defense costs).



## **General Liability**

#### Exclusions, include but not limited to:

- Expected or intended injury
- Contractual Liability
- Liquor Liability
- Workers' Compensation and similar laws
- Employer's Liability
- Pollution
- Aircraft, Auto or Watercraft
- Mobile Equipment
- War
- Damage to Your Property, Product or Work
- Damage to Impaired Property or Property Not Physically Injured
- Recall of Products, Work or Impaired Property
- Racketeering
- Law Enforcement, except for vicarious liability arising out of an act or omission by a law enforcement agency that is not owned, operated or controlled by the "Covered party" if there is a contract with an outside agency to provide law enforcement for your entity.
- Asbestos, Mold, Fungi, or Bacteria
- Liability arising out of or caused or contributed to by any ownership, maintenance, operation, use, loading, unloading or control of or responsibility for any airfield, airport, aircraft, runway, hangar, building or other property or facility designed for, used, connected, associated or affiliated with or in any way related to aviation or aviation activities; this exclusion does not apply to premises exposure for those common areas open to the public including but not limited to parking areas, sidewalks, and terminal buildings.
- Failure or inability to supply or any interruption of any adequate quantity of power, steam, pressure, or fuel
- Subsidence, erosion or earth movement.
- Hospital / Clinic Medical Malpractice or Health Care Facilities
- Professional Health Care Services, but not including emergency medical services for first aid performed by emergency medical technicians, paramedics or Medical Director while in the course and scope of their duties.
- ERISA
- Actual or alleged illegal discrimination
- Injunctive, declaratory or equitable relief
- Actual or alleged deterioration, bursting breaking, leaking, inadequacy, design of, control of, maintenance of, or any other alleged responsibility for any structure device, or water course, natural or man-made, including, but not limited to: dams, reservoirs, levees, banks, embankments, gates, canals, ditches, gutters, sewers, aqueducts, channels, culvert, retaining walls, drains, tanks, watershed, or drains, a purpose of which is the containing, carrying, impeding, channeling, diverting, or draining of water or other liquid. Does not apply only as to the bursting or failure of man-made sewer, storm water, grey water or potable water supply pipes owned and maintained by Covered Party.
- Sexual abuse after initial discovery



## **Deadly Weapon Protection**

<u>Term</u>: October 1, 2021 to October 1, 2022

<u>Company</u>: Preferred Governmental Insurance Trust (*Preferred*)

Form: Claims Made

Deadly Weapon Protection – Claims Made Retroactive Date: 10/1/2019			
Coverage	Limit	Deductible	
Deadly Weapon Event (Including Claims Expenses), per event \$1,000,000		\$0 Per Event	
Deadly Weapon Protection - S	Sublimits		
Business Interruption	Included		
Demolition, Clearance, and Memorialization, per event	\$250,000		
Extra Expense, per event	\$250,000		
Crisis Management	Included	\$0	
Property Damage Extension, per event	\$250,000	Per Event	
Counseling Services, per event	\$250,000		
Funeral Expenses, per event	\$250,000		
Claims Expenses	Included		

#### Notes of Importance:

- 1. Coverage limited to scheduled locations only.
- 2. Premium is not audited.
- 3. Defense Costs are paid within the policy limits.
- 4. Deductible does not apply to claims expense.

Any Event that occurs at a Location which has been specifically leased or loaned by the City to any other entity or individual to host a permitted event planned and ticketed for more than 15,000 attendees over the duration of the event, MUST BE reported to AND APPROVED by Preferred PRIOR to event. The Trust may, at their discretion, charge an additional premium and/or impose additional conditions specifically for that event.



# **Deadly Weapon Protection**

#### Exclusions include but are not limited to:

- Loss of market, income or use at the property physically lost or physically damaged.
- Confiscation, nationalization, requisition, destruction or damage to property by any authority.
- Criminal, dishonest, fraudulent or malicious conduct by the Covered Party.
- Negligent act, error, omission, misstatement, misleading statement, neglect or breach of duty by the Directors or Officers
- Euthanasia.
- Explosive devices unless used in conjunction with a Deadly Weapon Event.
- Vehicle not defined as a Road Vehicle;
- Weapon mounted (or designed to be mounted) on a vehicle;
- Weapon, device or substance delivered by an airborne weapon delivery system including, but not limited to, fixed wing aircraft, helicopter or drone.
- Injury or death to employees of the Covered Party, except for Crisis Management Services, Counselling Services, and Funeral Expenses endorsed by Extension to this Coverage Agreement.
- Claim or Claims made by, or on behalf of, any Assailant(s).
- Use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system.
- Nuclear, Chemical, Biological, Bio-Chemical, Electromagnetic or Radioactive Weapons.
- Mental injury or mental anguish related claim where no actual Bodily Injury has occurred to the claimant.
- Covered Party's recklessness or deliberate misconduct.
- Mercy Killing(s).
- Covered Party except for employee while they are a recipient of Business Services being provided by the Covered Party.
- Pollutant or Contaminant.
- Goods or products designed, manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by the Covered Party.
- Property Damage in respect of property:
  - o owned, leased, rented or occupied by the Covered Party.
  - o in the care, custody or control of the Covered Party or the care, custody or control of any person under contract with the Covered Party.
- Punitive or exemplary damages, sanctions or any additional damages resulting from the multiplication of compensatory damages.
- Strikes, labor unrest, riots or civil commotion.
- Suicide.
- War, invasion, acts of foreign enemies, hostilities or warlike operations, civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of, or amounting to, an uprising, military power.



## **Deadly Weapon Protection**

#### Claims Made Policy:

When a policy is on a claims-made basis, coverage triggers based on the actual filing date or receipt of the claim, in addition to the date of loss or injury. It handles any insured loss or claim filed during the policy period, regardless of when the actual loss or injury occurred, subject to the retroactive date on the declarations. Claims-made coverage applies only to covered losses that occur after the retroactive date.

#### **Extended Reporting Periods:**

*Preferred* provides the following Extended Reporting Periods options in the event coverage is cancelled or non-renewed:

**Automatic Extended Reporting Period** – continued coverage granted for a period of 90 days following the effective date of termination or nonrenewal, but only for Claims first made during the 90 days and arising from Wrongful Acts taking place prior to the effective date of the termination or nonrenewal.



## **Public Officials Liability Employment Practices Liability**

Term: October 1, 2021 to October 1, 2022

Company: **ACE American Insurance Company** 

(Rated A++ XV by A.M. Best)

Admitted

#### Limit of Liability:

Public Officials Liability / Employment Practices Liability		
Coverage:	Limit:	Retention:
Annual Aggregate	\$1,000,000	¢100.000
Each Wrongful Act	\$1,000,000	\$100,000
Crisis Management Fund	\$25,000	

Form: Claims Made

Retroactive Date: **Full Prior Acts** 

**Extended Reporting Period:** 12 months for 100% of last annual premium

The following Endorsements will be added to the basic contract(s); Policy Form Number: PF-23535 / PF-23536 (01/08)

**Signatures** CC-1K11j (03/21) - (All States except Ohio)

Notice Amended Endorsement PF-33468 (02/11)

Trade Or Economic Sanctions Endorsement PF-46593 (08/15) - Florida

**Network Security or Privacy Exclusion** PF-37210 (02/12) **False Claims Act Exclusion** PF-38981 (01/13) **Bonds Exclusion** PF-27923 (08/09

**Public Entity Liability Enhancement Endt** PF-308205 (10/20)

Limits of Liability Amended – Payment of

Claims Expenses Reduces the Limits of Liability PF-299861 (04/20)

#### TRIA Endorsements added to basic contract(s):

Policyholder Disclosure Notice of Terrorism Insurance Coverage TR-19606e (08/20)

#### **Policy Addendums:**

U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders

PF-17914a (04/16)

Chubb Producer Compensation Practices & Policies

ALL-20887a (03/16)



# **Automobile Liability and Physical Damage**

Term:

October 1, 2021 to October 1, 2022

**Company**:

Preferred Governmental Insurance Trust (Preferred)

Coverage	Limit	Symbol	Self Insured Retention
Automobile Liability (Based on 193 Vehicles)			
Primary Bodily Injury and Property Damage Liability – Combined Limit	\$1,000,000	1	\$100,000
Personal Injury Protection	Statutory	5	

#### Coverage and Notes of Importance:

- 1. Defense Costs are paid in addition to policy limits.
- 2. Hired and non-owned liability is included.
- 3. Limits of Liability are subject to Florida Statute 768.28.



# **Automobile Liability and Physical Damage**

**Description of Covered Auto Designation Symbols:** 

SYMBOL		DESCRIPTION
1	=	ANY "AUTO"
2	=	Coverage any "trailers" you don't own while attached to power units you own). This also includes all those "autos" you acquire ownership of after the coverage agreement begins.
3	=	OWNED PRIVATE PASSENGER "AUTOS" ONLY. Only the private passenger "autos" you won. This includes those private passenger "autos" you acquire ownership of after the coverage agreement begins.
4	=	OWNED "AUTOS" OTHER THAN PRIVATE PASSENGER "AUTOS" ONLY. Only those "autos" you won that are not of the private passenger type (and for 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 coverage agreement begins.
5	=	OWNED "AUTOS" SUBJECT TO NO-FAULT. Only those "autos" you own and or lease 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 coverage agreement begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
6	ш	OWNED "AUTOS" SUBJECT TO A COMPULSORY UNINSURED MOTORIST LAW. Only those "autos" you own and or lease 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 coverage agreement 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 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 hire rent or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your employees or partners or members of their households.
9	=	NONOWNED "AUTOS" ONLY. Only those "autos" you do not own, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your employees or partners or members of their households but only while used in your business.



## **Excess Workers' Compensation**

<u>Term</u>: October 1, 2021 to October 1, 2022

<u>Insurer</u>: Preferred Governmental Insurance Trust (*Preferred*)

<b>Contract Terms</b>	Option 1:
Liability Period	10/1/2021 - 10/1/2022
Payroll Reporting Period	10/1/2021 - 10/1/2022
Payroll	\$20,894,772
Self-Insured Retention	\$500,000
Specific Limit	Statutory
Employers Liability Limit	\$1,000,000/\$1,000,000/\$1,000,000

#### Notes of Importance.

- 1. TPA Fees are not included in this proposal.
- 2. State taxes and assessments are not included in the premium and are the responsibility of the insured.
- 3. If TPA is other than PGCS, first dollar TPA losses required on a quarterly basis.
- 4. Certification of Servicing for Self-Insurers form filed with the State of Florida (SI-19) must be received PRIOR to binding excess WC
- 5. Final premium subject to payroll audit.



# **Pollution Liability**

Term:

October 1, 2021 to October 1, 2022

Company:

**Indian Harbor Insurance Company** 

(Rated A+ XV by A.M. Best)

Form:

Claims Made

Retroactive date:

5/1/2001 - Various locations

Various - Storage Tanks

Coverage	Limit	Self-Insured Retention	
Each Pollution Condition Aggregate Limit	\$3,000,000 \$10,750,000	\$50,000	
Financial Respon	sibility		
Loss or Remediation Expense for Each Pollution Condition	\$3,000,000	#100 000	
Loss or Remediation Expense Aggregate Limit Legal Expense Aggregate Liability	\$6,000,000 \$1,500,000	\$100,000	

Coverage Form & Endorsements include but not limited to:

Form Description	Form Number
Coverage Form	EVPRLCP 0419
Your Location(s) Schedule	EVPRL001a 0419
Retroactive Date(s) for Specific Covered Location(s)	EVPRL015a 0419
Additional Coverages for Municipalities	EVPRL070a 0419
Legionella Coverage	EVPRL317a 0419
Asbestos And Lead-Based Paint Exclusion Amendment	EVPRL411a 0419
State of Florida Coverage for Certified Acts of Terrorism,	
Subject to Cap and Coverage for Other Acts of Terrorism	EVPRL930a-FL 0419
Committed Outside the United States (if accepted)	
Exclusion of Certified Acts of Terrorism (if rejected)	EVPRL931a 0419
Financial Responsibility Endorsement for Aboveground and/or	EVPRL941b 0419
Underground Storage Tank(s) – Single State	EVFKL9410 0419
State of Florida Financial Assurance Endorsement for Releases	
from Aboveground and/or Underground Storage Tank(s) for	EVPRL949a 0419
Your Location(s) in the State of Florida Only	



## **Pollution Liability**

#### **Pollution and Remediation Legal Liability**

## **Covered Locations**

- Municipal Golf Course, One 7th Avenue N., Lake Worth, FL 33460
- Master Pump Station, 2nd Ave. & Golfview Dr., Lake Worth, FL 33460
- Repump Station, 1910 2nd Ave. N, Lake Worth, FL 33461
- Public Works, 1749 3rd Ave. S, Lake Worth, FL 33460
- Public Safety Complex, 120 N. G St., Lake Worth, FL 33460
- Water Treatment Plant, 301 College St., Lake Worth, FL 33460
- South Water Booster Station, 1600 S.E. St., Lake Worth, FL 33460
- North Water Booster Station, 22nd Ave. N. & N. D St., Lake Worth, FL 33460
- Floridan Well F-1, 517 College St., Lake Worth, FL 33460
- Floridan Well F-2, 1502 Lake Osborne Dr., Lake Worth, FL 33460
- Lift Station, 6300 Old Congress Rd., Lake Worth, FL 33460
- City Hall, 7 N. Dixie Hwy., Lake Worth, FL 33460
- Power Plant, 117 College St., Lake Worth, FL 33460

#### Aboveground and/or underground storage tank(s) schedule

UST/AST	Covered Location	Tank Size (gallons)
AST		
ASI	Municipal Golf Course One 7th Ave. N	2 – 1,000
A CT	Lake Worth, FL 33460	10.000
AST	Master Pump Station	10,000
	2nd Ave. & Golfview Dr.	
A OTT	Lake Worth, FL 33460	0.000
AST	Master Pump Station	2 – 2,000
	2nd Ave. & Golfview Dr.	
	Lake Worth, FL 33460	
AST	Master Pump Station	1,450
	2nd Ave. & Golfview Dr.	
	Lake Worth, FL 33460	
AST	Repump Station	1,500
	1910 2nd Ave. N	
	Lake Worth, FL 33460	
AST	Public Works	3 – 275
	1749 3rd Ave. S	
	Lake Worth, FL 33460	
AST	Public Safety Complex	1,000
	120 N. G. St.	
	Lake Worth, FL 33460	
AST	Water Treatment Plant	6,000
	301 College St.	
	Lake Worth, FL 33460	



UST/AST	Covered Location	Tank Size (gallons)
AST	Water Treatment Plant	8,000
1101	301 College St.	0,000
	Lake Worth, FL 33460	
AST	Water Treatment Plant	1,000
1101	301 College St.	1,000
	Lake Worth, FL 33460	
AST	Water Treatment Plant	4 - 4,500
	301 College St.	1 1,500
	Lake Worth, FL 33460	
AST	Water Treatment Plant	3 - 2,256
	301 College St.	2,230
	Lake Worth, FL 33460	
AST	Water Treatment Plant	2 - 2,400
	301 College St.	•
	Lake Worth, FL 33460	
AST	Water Treatment Plant	2 - 6,770
	301 College St.	
	Lake Worth, FL 33460	
AST	South Water Booster Station	1,470
	1600 S.E. St.	
	Lake Worth, FL 33460	
AST	North Water Booster Station	1,470
	22 <sup>nd</sup> Ave. N. & N. D. St.	
	Lake Worth, FL 33460	
AST	Floridian Well F-1	500
	517 College St.	
4. am	Lake Worth, FL 33460	
AST	Floridian Well F-2	500
	1502 Lake Osborne Dr.	
<b>А</b> СТ	Lake Worth, FL 33460	2.100
AST	Lift Station	3,100
	6300 Old Congress Rd.	
AST	Lake Worth, FL 33460 City Hall	200
ASI	7 N. Dixie Hwy.	290
	Lake Worth, FL 33460	
AST	Power Plant	395,000
7101	117 College St.	373,000
	Lake Worth, FL 33460	
AST	Power Plant	126,000
	117 College St.	120,000
	Lake Worth, FL 33460	
AST	Power Plant	2 - 28,000
	117 College St.	•
	Lake Worth, FL 33460	



UST/AST	<b>Covered Location</b>	Tank Size (gallons)
AST	Power Plant 117 College St.	2 - 20,000
AST	Lake Worth, FL 33460 Power Plant 117 College St.	2 - 15,600
AST	Lake Worth, FL 33460 Power Plant 117 College St.	3 - 5,000
AST	Lake Worth, FL 33460 Power Plant 117 College St.	2,200
AST	Lake Worth, FL 33460 Power Plant 117 College St. Lake Worth, FL 33460	950

#### Important notes:

- 1. Policy limits do not annually reinstate.
- 2. Covered pollution conditions must commence after the retro date of this policy and before the end of the policy period.
- 3. No flat cancellation allowed. Policy is subject to 25% minimum earned premium.
- 4. Premium quoted includes Loss Control/Risk Management Support Service Fee.
- 5. This insurance is issued pursuant to the FL Surplus Lines laws. Entities insured by surplus lines carriers do not have the protection of the FL Insurance Guaranty Act to the extent of any right of recovery for the obligation of an insolvent, unlicensed insurer.

#### Claims Made Policy:

When a policy is on a claims-made basis, coverage triggers based on the actual filing date or receipt of the claim, in addition to the date of loss or injury. It handles any insured loss or claim filed during the policy period, regardless of when the actual loss or injury occurred, subject to the retroactive date on the declarations. Claims-made coverage applies only to covered losses that occur after the retroactive date.

#### **Extended Reporting Periods:**

XL provides the following Extended Reporting Periods options in the event coverage is cancelled or non-renewed:

**Automatic Extended Reporting Period** – continued coverage granted for a period of 90 days following the effective date of termination or nonrenewal, but only for Claims first made during the 60 days and arising from Wrongful Acts taking place prior to the effective date of the termination or nonrenewal.



## Fiduciary Liability - Firefighters Pension Trust Fund

<u>Term</u>: October 1, 2021 to October 1, 2022

<u>Company</u>: Markel American Insurance Company

(Rated A XV by A.M. Best)

Form: Claims Made

Prior and Pending Proceeding Date 10/1/2012

<u>Limits of Liability</u>: \$1,000,000 Limit of Liability for all Loss (Aggregate)

\$200,000 Voluntary Compliance Program Expenditure Sub-Limit: Aggregate Limit of Liability for all Voluntary Compliance Program Expenditures (included within and not in addition to the maximum Aggregate Limit of Liability set forth in Item 04(a)

of the Policy Certificate

Deductible: \$0 Each Claim

Policy Form & Endorsements:	Form Number:
Governmental Fiduciary Liability Insurance Claims-Made Policy Form	GOV-1000 - 11/2014
Trade or Economic Sanctions	MIL 1214 (09/17)
Cap on Losses From Certified Acts of Terrorism	TRIA (06/15)
Florida Amendatory Endorsement	GOV-FL (06/15)
Specific Matter Exclusion	GOV-043 (06/15)
Modification Endorsement	GOV-054 (05/16)
Removal of Statutory Indemnification Endorsement	GOV-003 (05/19)

#### Claims Made Policy:

When a policy is on a claims-made basis, coverage triggers based on the actual filing date or receipt of the claim, in addition to the date of loss or injury. It handles any insured loss or claim filed during the policy period, regardless of when the actual loss or injury occurred, subject to the retroactive date on the declarations. Claims-made coverage applies only to covered losses that occur after the retroactive date.



# **Cyber Liability**

Term:

October 1, 2021 to October 1, 2022

Company:

ACE American Insurance Company

(Rated A++ XV by A.M. Best)

Form:

Claims Made

Cyber Enterprise Risk Management Policy					
Maximum Single Limit of Insurance	\$1,000,000				
Maximum Policy Aggregate Limit of Insurar	ıce	\$1,000,000			
First Party Insuring Agreement	Limit of Liability Each Claim/Aggregate		Retention / Waiting Period Each Incident	Cyber Incident Response Coach	
Cyber Incident Response Fund		_			
Standard Cyber Incident Response Team	\$1,000,000		\$100,000	\$0	
Non-Panel Response Provider	\$2	50,000	\$100,000	\$0	
Business Interruption Loss and Extra Expense	\$1,000,000		\$100,000 / 12 Hour	N/A	
Contingent Business Interruption and Extra Expense					
Unscheduled Providers	\$1,0	000,000	\$100,000 / 18 Hours	N/A	
Scheduled Providers		N/A	N/A	N/A	
Digital Data Recovery	\$1,000,000		\$100,000	N/A	
Network Extortion	\$1,000,000		\$100,000	N/A	
Third Party Liability Insuring Agreement		of Liability Each Aggregate	Retention Each Claim	Retro Date / Pending or Prior Proceedings Date	
Cyber, Privacy and Network Security Liability	\$1,0	000,000	\$100,000	1/23/20	
Payment Card Loss	\$500,000		\$100,000	1/23/20	
Regulatory Proceedings	\$1,000,000		\$100,000	1/23/20	
Electronic, Social and Printed Media Liability			\$100,000	1/23/20	



## **Cyber Liability**

Notices, Forms, & Endorsements (include but are not limited to):

Form	Form	Form
Number	Edition	<u>Title</u>
PF48168	1016	Chubb Cyber Enterprise Risk Management Policy Declarations
ALL20887a	0316	Chubb Producer Compensation Practices & Policies
PF48260	1016	Policyholder Notice Cyber Services for Loss Mitigation
PF48259	0219	Policyholder Notice Cyber Services for Incident Response
PF17914a	0416	U.S. Treasury Department's Office of Foreign Assets Control
		("OFAC") Advisory Notice to Policyholders
TR19606e	0820	Policyholder Disclosure Notice Of Terrorism Insurance Coverage
PF45354	0219	Cap On Losses From Certified Acts Of Terrorism
<b>TRIA11e</b>	0820	Disclosure Pursuant To Terrorism Risk Insurance Act
PF17993a	0506	Notice To Policyholders
CC1k11j	0321	Signatures
PF48169	0219	Chubb Cyber Enterprise Risk Management Policy
PF48155	0219	Additional Insured - Blanket Pursuant To A Contract – CyberERM
PF48275	0219	Non-Malicious Computer Act – System Failure – Business Interruption
		And Contingent Business Interruption - Sublimit
PF49501	0219	Preventative Shutdown
PF48161	0219	Specified Incident Exclusion
PF48209	0219	Loss Of Technical Support Exclusion
PF50959	0219	Failure To Supply Exclusion
PF46593	0815	Trade or Economic Sanctions Endorsement - Florida
ALL39822	0413	Notice To Our Florida Property and Casualty Policyholders Guidelines
		For Loss Control Plans
PF48285	0219	Amendatory Endorsement – Florida

#### Coverage Overview:

The following coverages are available but may not be included in this proposal:

#### Third-Party Liability Coverage

- Cyber, Privacy and Network Security Liability Failure to protect private or confidential information of others, and failure to prevent a cyber incident from impacting others' systems.
- Payment Card Loss Contractual liabilities owed as a result of a cyber incident.
- Regulatory Proceedings Defense for regulatory actions and coverage for fines and penalties.
- Media Liability Copyright and trademark infringement within scope of defined media content.

#### **First-Party Coverage**

- Cyber Incident Response Fund Legal fees, forensics, notification costs, credit monitoring, public relations, etc.
- Business Interruption Loss of profits and expenses from interruptions of insured's systems; and with Contingent Business Interruption, adds losses from interruptions of others' systems.
- Digital Data Recovery Costs to restore or replace lost or damaged data or software, and extra expense.
- Telephone Toll Fraud Costs incurred as phone bill charges due to fraudulent calling.
- Network Extortion Payments to prevent digital destruction / impairment and extra expense.



## **Cyber Liability**

#### Claims Made Policy:

When a policy is on a claims-made basis, coverage triggers based on the actual filing date or receipt of the claim, in addition to the date of loss or injury. It handles any insured loss or claim filed during the policy period, regardless of when the actual loss or injury occurred, subject to the retroactive date on the declarations. Claims-made coverage applies only to covered losses that occur after the retroactive date.

#### **Extended Reporting Periods:**

ACE provides the following Extended Reporting Periods options in the event coverage is cancelled or non-renewed:

**Automatic Extended Reporting Period** – continued coverage granted for a period of 90 days following the effective date of termination or nonrenewal, but only for Claims first made during the 90 days and arising from Wrongful Acts taking place prior to the effective date of the termination or nonrenewal.

**Optional Extended Reporting Period** – The Public Entity shall have the right, within thirty (30) of the effective date of the cancellation or nonrenewal, to purchase an Optional Extended Reporting Period for up to three (3) years upon payment of an additional premium amount of up to:

- 100% of the expiring premium for the period of 12 months
- 150% of the expiring premium for the period of 24 months
- 175% of the expiring premium for the period of 36 months

but only for Claims first made during the Optional Extended Reporting Period and arising from Wrongful Acts taking place prior to the effective date of the termination or nonrenewal.



## **TULIP General Liability**

<u>Term</u>: October 1, 2021 to October 1, 2022

<u>Company</u>: Nationwide Mutual Insurance Company

(Rated A+ XV by A.M. Best)

Form: ISO Occurrence Form (04/13)

Limits of Liability:

**General Liability** 

General Aggregate \$5,000,000
Products / Completed Operation Agg \$1,000,000
Each Occurrence Limit \$1,000,000
Personal Injury and Advertising Injury \$1,000,000
Damage to Rented Premises \$1,000,000
Medical Expense Limit \$5,000

<u>Deductible</u>: \$0 per Occurrence

Business Description: Tenant users of select facilities of the City of Lake Worth Beach

#### Named Insured:

Sports, Leisure & Entertainment Risk Purchasing Group and its member tenant users, City of Lake Worth who have enrolled in the insurance program and have been approved by the company and for which an appropriate premium has been paid and to whom a certificate of insurance has been issued.

#### Conditions:

A \$2,500 gross deposit is required to bind coverage for this program. Event premiums will be deducted from this deposit payment. The deposit payment must be replenished to \$2,500 when the balance of the deposit payment reaches \$500. The working gross deposit must be received to endorse any further events to the policy. A positive deposit must exist for coverage to be extended to any event. Coverage can be bound upon receipt of the down payment and the signed acceptance of this enrollment form.



### **TULIP General Liability**

### **General Liability Costs:**

The cost per tenant user/per event is based on the total attendance at the event. The total attendance is to be determined by counting all persons attending each session and/or each day of the event. An event is considered 10 (ten) consecutive days or less. Non-consecutive event days are to be considered separate events. Cost include a \$15 Annual Risk Purchasing Membership Fee. The minimum premiums per event are:

<b>Total Attendance</b>	Class 1 - Private	Class 2 - Open to the
	Invitation	Public
200 or less	\$ 155.00	\$ 185.00
201 - 750	\$ 185.00	\$ 215.00
751 – 1,500	\$ 255.00	\$ 330.00
1,501 – 3,000	\$ 445.00	\$ 565.00

### Additional Insureds:

CG2026 Managers or Lessor of Premises- City of Lake Worth

CG2026 Designated Person or Organization – as requested and endorsed-owners and/or Lessors of Premises, Sponsors or Co-Promoters – blanket additional insured form

#### **Eligible Operations:**

To be eligible under this program the tenant user of the facility must meet the following criteria:

- Maximum total attendance of 3,000 or less for any one event
- Maximum number of consecutive event days (not including set-up and tear-down) is 10. Event days are to be consecutive.
- Event is held at a single location.
- Event is held at facilities of City of Lake Worth Beach

The following operations are eligible for this program. Please note that this is not a complete list, please contact for eligibility.

### **Class 1 - Private Invitation Events:**

Achievement celebrations; Anniversary party; Award banquets or presentations; Baby showers; Banquets; Baptisms; Bar mitzvahs or bat mitzvahs; Birthday parties; Business dinners, lectures, seminars, meetings, parties or banquets; Celebrations (holiday); Charity or fundraising events (auction, benefit, dance, dinner); Debuts or debutante balls; Dinners, luncheons or showers; Graduation parties; Lectures; Meetings (clubs or business); Memorial services; Parties (retirement, house, anniversary, engagement or graduation); Quinceañeras, Recitals (dance or musical); Reunions (class, family or military); Seminars; Social gatherings or receptions; Wedding ceremonies, showers, receptions or rehearsal dinners



### **Class 2 - Open to the Public Events:**

Auctions (property or real estate); Bingo games (for charity/fundraising only); Car, RV or boat shows (static displays only); Celebrations (holiday); Charity events (auctions, benefits, dances or dinners); Concerts-other than rap, hio-hop, heavy metal/screamo or electronic- call for approval; Conventions; Fraternity or sorority events (alumni association off site event that have been approved by us); Festivals or fairs (harvest, craft, ethnic, job or art); Flea market sor swap meets; Graduation ceremonies; Lectures or workshops; Pageants; Picnics (no on or in water activity); Religious events; Reunions (class, family or military); Rummage sales; School band or drill team competitions; School carnivals; Shows (animals-arena setting only, antique, art, baby, boat, business, consumer, craft or fashion); Speaking engagements; Walking Tours (garden, holiday, parade of homes, historical site)

### **Ineligible Operations:**

Activist rallies, marches or protests; Air shows/events; Animal obedience training; Any event involving an organized athletic events/competitions; Any event and/or concerts - involving rap, hip-hop, heavy metal/screamo or electronic/techno music; Any events held at multiple locations; Any events held on airport premises; Any events honoring national and/or local celebrities or professional athletes; Any events providing overnight accommodations; Any events with over 3,000 in attendance; Any events held outside the United States; Any events involving in or on water activities; Any events involving any motorized vehicle(s) in or while practice for, or while being prepared for, or while qualifying for or testing for any racing speed, demolition, distance or stunting activity; Balloon Festival; Battle reenactments; Bonfires; Cannabis related events; Christmas tree sales/lots; Cinematography or photography events for commercial use; Circuses; Color party or foam party Dance Competitions; E-commerce consulting; Food eating contests; Fraternity or sorority events (except alumni association off-site events that have been approved by K&K); Geocaching events; Gun and/or knife shows; Haunted attractions/events; Health fairs or expositions; Hunting, fishing and hiking events; Mazes (corn, hay or fence); Operations of Concessionaires, exhibitors, vendors at your event; Parades or an event involving a parade; Petting zoos; Political events (except private fundraising auctions, benefits, dances, dinners); Pumpkin chunkin events; Raves; Room and board liability/overnight camping; Rodeos, Séances; Tailgating events (unless reported prior and approved by K&K); Tractor pulls; Union meetings; Walks/running events

### Commercial General Liability Broadening Coverages: Form SRPG115

- 1. Expected or intended injury resulting from the use of reasonable force to protect persons or property
- 2. Non-owned watercraft extended to 58 feet
- 3. Supplementary payments \$2,500 bail bonds, \$500 a day loss of earnings
- 4. Newly Acquired or Formed Organizations 180 days
- 5. Knowledge or Notice of Occurrence
- 6. Unintentional Errors and Omissions
- 7. Waiver of right of recovery
- 8. Definition of bodily injury expanded to include mental anguish, mental injury, shock, fright, humiliation, emotional distress or death resulting from bodily injury, sickness or disease.
- 9. Definition of Personal and Advertising injury expanded
- 10. Broadened Coverage Damage to Premises Rented to You definition expanded
- 11. Additional coverages:
  - Emergency Real Estate Cons. Fee \$25,000
  - Identify Theft Exposure \$25,000
  - Key Individual Replacement Cost \$50,000
  - Lease Cancellation Moving Expense -\$2,500
- Temporary Meeting Place \$25,000
- Terrorism Travel Reimbursement \$25,000
- Workplace Violence Counseling \$25,000



#### **Notable Exclusions:**

Abuse, molestation, harassment or sexual conduct; Aircraft/hot air balloon (The ownership, operation, maintenance, use, loading, or unloading of any flying craft or vehicle, including, but not limited to, any aircraft, hot air balloon, glider, parachute, helicopter, missile or spacecraft); Airport (The ownership, operation, maintenance or use of any airfield or airport facility or premises.); Amusement devices (the ownership, operation, maintenance or use of: any mechanical or non-mechanical ride, slide, water slide, any inflatable recreation device, any bungee operation or equipment, any vertical device or equipment used for climbing- either permanently affixed or temporarily erected, or dunk tank. Amusement device does not include any video arcade or computer games or structures that are designed to bounce on, slide on, ride on or tunnel through); Animals (injury or death to any animal, or injury, death or property damage caused by an animal owned, rented or hired); Asbestos; Commercial general liability standard exclusions (CG0001 4/13 edition); Communicable Disease; Employment-related practices; Fireworks; Fungi or bacteria; Haunted Attractions (The ownership, operation, maintenance or use of any haunted attractions): Lead; Nuclear energy liability: Performer (Injury or death to any performer or entertainer during any activity, event or exhibition including but not limited to any stunt, concert, show or theatrical event); Petting zoos; Rodeo (Any rodeo activity, including, but not limited to, bronco or bull riding, steer roping, team roping, barrel racing or horseback riding) Room and board liability; Saddle animals (The ownership, operation, maintenance, use, loading or unloading of any saddle animal, including, but not limited to, riding on any saddle animal or riding on any vehicle which is drawn or powered by any animal); Snowmobile (The ownership, operation, maintenance, use, loading or unloading of any snowmobile.)

SRPG26055 Exclusion-Designated Operations Activist rallies, marches or protests; Air shows/events; Animal obedience training; Any event involving an organized athletic events/competitions; Any event and/or concerts - involving rap, hip-hop, heavy metal/screamo or electronic/techno music; Any events held at multiple locations; Any events held on airport premises; Any events honoring national and/or local celebrities or professional athletes; Any events providing overnight accommodations; Any events with over 3,000 in attendance; Any events held outside the United States; Any events involving in or on water activities; Any events involving any motorized vehicle(s) in or while practice for, or while being prepared for, or while qualifying for or testing for any racing speed, demolition, distance or stunting activity; Balloon Festival; Battle reenactments; Bonfires; Cannabis related events; Christmas tree sales/lots; Cinematography or photography events for commercial use; Circuses; Color party or foam party Dance Competitions; Ecommerce consulting; Food eating contests; Fraternity or sorority events (except alumni association off-site events that have been approved by K&K); Geocaching events; Gun and/or knife shows; Haunted attractions/events; Health fairs or expositions; Hunting, fishing and hiking events; Mazes (corn, hay or fence); Operations of Concessionaires, exhibitors, vendors at your event; Parades or an event involving a parade; Petting zoos; Political events (except private fundraising auctions, benefits, dances, dinners); Pumpkin chunkin events; Raves; Room and board liability/overnight camping; Rodeos, Séances; Tailgating events (unless reported prior and approved by K&K); Tractor pulls; Union meetings; Walks/running events

#### **Notable Endorsements:**

**SRPG8017 Event Provisions** – coverage applies only to those event(s) reported to, approved by, and on file with us. Notwithstanding the specific event date(s) reported, approved and on file, activities that are part of the set-up and tear-down required for the event are considered part of the insured event.

**SRPG26148 Earned Premium** – premiums apply to each event and are fully earned at the inception of each event

**SRPG26147CG Amendment of Limits** – the limits of insurance shown on the declarations page, or wherever they may appear, apply separately to each enrolled member.



### **UNMANNED AIRCRAFT**

<u>Term:</u> October 1, 2021 to October 1, 2022

<u>Company</u>: <u>GLOBAL AEROSPACE</u>

American Alternative Insurance Corporation - 59.24% American Commerce Insurance Company - 10.00% National Indemnity Company of the South - 18.39% Tokio Marine America Insurance Company - 12.37%

Form: Occurrence

<u>Limits of Liability</u>: \$1,000,000

Covered Territory: The Contiguous United States, Mexico, Canada, And The

Bahama Islands

Covered Use: Aerial Photography, Survey Or Transmission Line Inspection

Limits of Liability:

Coverage	Limit	Deductible
Liability	\$1,000,000	
Medical Expense	\$5,000	
Bail Bonds	\$5,000	
Fire Legal	\$100,000	
Contractual Liability	Policy limit	
Product Liability arising out of sale of scheduled aircraft	Policy Limit	
Personal Injury	\$1,000,000	
Physical Damage Deductible in Motion		5%
Physical Damage Deductible NOT in Motion		5%

### **Schedule of Aircraft**

Aircraft Make	Hull Value
2020 DJI Inspire 2 T650A	\$10,250
2020 DJI Innovations Mavic 2 Enterprise	\$2,636

### **UAS Payload**

Make	Value	Deductible
Zenmuse X5S FC6520	\$2,049	10%
Spare Engines and Spare Parts	\$1,838	10%



### UNMANNED AIRCRAFT cont'd

War, hi-jacking and other perils Physical Damage Coverage for Drones, Ground Equipment and Payload are INCLUDED

### Also includes Liability arising from:

- occasioned by or in consequence of war hi-jacking and other perils
- the operation of UAS you rent/lease/borrow for periods of less than 30 days
- UAS operated on your behalf by others

### **Approved Pilots for Scheduled Aircraft:**

The policy shall not apply while a scheduled aircraft is in flight unless the pilot in command is approved by the Named Insured and appropriately licensed for the flight being conducted.

### Endorsements (Includes but not limited to):

E041	Electronic Data Event Liability Exclusion	
A121	Additional Insured	
A125	Amendment of Defined Terms	
C022	Limited Liability War Exclusion Limited Coverage	
C023	Limited Physical Damage War Exclusion Limited Cove	rage
C025	Electronic Date Recognition Exclusion Limited Coverage	ge
C036	Expenses for Medical Services	\$5,000 each occurrence
C039	Liability for Sale of Aircraft, Aircraft Parts or Services	
C041	Physical Damage to Spare Engines and Spare Parts	\$1,838, 10.0000%
C054	Terrorism (TRIA) Coverage - Hull & Liability	8
C061	Aviation Personal And Advertising Injury Liability	\$1,000,000 each occurrence/aggregate
C064	Premises Coverage	
C066	Fire Legal Liability	\$100,000 each occurrence
C095	Expanded Contractual Liability Endorsement	
C097	Payload Physical Damage Endorsement	
N004	Non-Owned Aircraft Liability - UnManned Aircraft Sys	stem
D004	TRIA Disclosure	
S018	Florida Amendatory	



# Premium Recapitulation Page 1 of 2

	Annual Premium	<b>Check Option</b>	
	Annuarriennum	<u>Accept</u>	<u>Reject</u>
Preferred Package			
Property including Equipment Breakdown	\$231,207.00		
Inland Marine	\$2,892.00		
Crime / Employee Dishonesty	\$1,238.00		
General Liability	\$55,445.00		
Deadly Weapon Protection*	Included		
Automobile Liability	\$25,189.00		
Excess Workers Compensation	\$66,383.00		
Package Payment Plan:	Annual		
Deadly Weapon Protection Coverage: Any Event that occule leased or loaned by the City to any other entity or in and ticketed for more than 15,000 attendees over the to AND APPROVED by Preferred PRIOR to event. The additional premium and/or impose additional conditional premium and/or impose additional conditional premium and/or impose additional conditional conditional premium and/or impose additional conditional condition	idividual to host a permit he duration of the event, he Trust may, at their dis	tted event <sub>j</sub> MUST BE r cretion, ch	planned eported
Utility Property Premium Engineering Fee	\$720,000.00 \$7,000.00	<b>-</b> _	_
	•		
Package Payment Plan:  Deadly Weapon Protection Coverage: Any Event that occule leased or loaned by the City to any other entity or in and ticketed for more than 15,000 attendees over the to AND APPROVED by Preferred PRIOR to event. The additional premium and/or impose additional conductive City Property  Premium	Annual ars at a Location which han dividual to host a permit the duration of the event, are Trust may, at their distitions specifically for the \$720,000.00	is been spe ited event   MUST BE r cretion, ch	planne eporte



# Premium Recapitulation Page 2 of 2

	Annual Premium	Check ( Accept	_
Pollution Liability – XL – Indian Harbor Ins. Co Optional – Terrorism	\$40,208.00 \$402.08		
Public Officials Liability - Ace American Ins. Co	\$36,890.00		
Fiduciary Liability (Firefighters Pension Trust)	\$5,770.00		
Cyber Liability	\$39,278.00		
Tenant Users Liability Insurance Program (TULIP)	\$2,500.00		
Drone Liability	\$2,894.00		
authorize PRIA to request the underwriters to bind and acknowledge receipt of the Compensation and Fin in this proposal.			
(Signature)			
(Name & Title)			
(Date)	<del></del>		



### **Notes of Importance:**

- 1. Quotes provided in the proposal are valid until 10/01/2021. After this date terms and conditions are subject to change by the underwriters.
- 2. *Preferred* is not subject to the Florida Insurance Guaranty Act, in the event it becomes unable to meet its claims payment obligations. However, insured is named on excess of loss policies.
- 3. Some of the Carriers of the *Preferred* excess of loss policies are issued pursuant to the FL Surplus Lines laws. Entities insured by surplus lines carriers do not have the protection of the FL Insurance Guaranty Act to the extent of any right of recovery for the obligation of an insolvent, unlicensed insurer.
- 4. Quote is subject to review and acceptance by *Preferred* Board of Trustees.
- 5. Premiums are subject to change if all lines of coverage quoted are not bound. **Premiums are subject to 25% minimum premium upon binding.**
- 6. Not all coverages requested may be provided in this quotation.
- 7. Flood quotes from NFIP may be available. Please advise your agent if you have property located in zones A or V and would like to have separate NFIP quotes.
- 8. Property values are based on information supplied by you. You should have reviewed your property schedule and as you deem necessary have appraisals done to verify your reported values are accurate based on current market conditions.
- 9. The Trust requires all Members to maintain valid and current certificates of workers' compensation insurance for all work performed by persons other than its employees.
- 10. The total premium is due within 30 days of inception. Premium financing can be arranged if needed.
- 11. Quote is not bound until written orders to bind are received from the insured and the Trust and Company subsequently accepts the risk.
- 12. Should signed application reveal differing details/data than original application received, the entire quote/binder is subject to revision and possible retraction.
- 13. Higher limits of liability may be available. Please consult with your agent.
- 14. This proposal is based upon exposures to loss made known to the Public Risk Insurance Advisors. Any changes in exposures (i.e. new operations, new acquisitions of property or change in liability exposure) need to be promptly reported to us in order that proper coverage may be put into place.
- 15. This proposal is intended to give a brief overview. Please refer to coverage agreements for complete information regarding definition of terms, deductibles, sub-limits, restrictions and exclusions that may apply. In the event of any differences, the policy will prevail.



### **Retail Compensation Disclosure**

In addition to the commissions or fees received by us for assistance with the placement, servicing, claims handling, or renewal of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesale brokers, reinsurance intermediaries, underwriting managers and similar parties, some of which may be owned in whole or in part by Brown & Brown, Inc., may also receive compensation for their role in providing insurance products or services to you pursuant to their separate contracts with insurance or reinsurance carriers. That compensation is derived from your premium payments. Additionally, it is possible that we, or our corporate parents or affiliates, may receive contingent payments or allowances from insurers based on factors which are not client-specific, such as the performance and/or size of an overall book of business produced with an insurer. We generally do not know if such a contingent payment will be made by a particular insurer, or the amount of any such contingent payments, until the underwriting year is closed. That compensation is partially derived from your premium dollars, after being combined (or "pooled") with the premium dollars of other insureds that have purchased similar types of coverage. We may also receive invitations to programs sponsored and paid for by insurance carriers to inform brokers regarding their products and services, including possible participation in company-sponsored events such as trips, seminars, and advisory council meetings, based upon the total volume of business placed with the carrier you select. We may, on occasion, receive loans or credit from insurance companies. Additionally, in the ordinary course of our business, we may receive and retain interest on premiums you pay from the date we receive them until the date of premiums are remitted to the insurance company or intermediary. In the event that we assist with placement and other details of arranging for the financing of your insurance premium, we may also receive a fee from the premium finance company.

If an intermediary is utilized in the placement of coverage, the intermediary may or may not be owned in whole or part by Brown & Brown, Inc. or its subsidiaries. Brown & Brown entities operate independently and are not required to utilize other companies owned by Brown & Brown, Inc., but routinely do so. In addition to providing access to the insurance company, the Wholesale Insurance Broker/Managing General Agent may provide additional services including, but not limited to: underwriting; loss control; risk placement; coverage review; claims coordination with insurance company; and policy issuance. Compensation paid for those services is derived from your premium payment, which may on average be 15% of the premium you pay for coverage, and may include additional fees charged by the intermediary.

Questions and Information Requests. Should you have any questions, or require additional information, please contact this office at (386) 252-6176 or, if you prefer, submit your question or request online at <a href="http://www.bbinsurance.com/customerinquiry/">http://www.bbinsurance.com/customerinquiry/</a>.



### **PREFERRED** Compensation Disclosure

We appreciate the opportunity to assist with your insurance needs. Information concerning compensation paid to other entities for this placement and related services appears below. Please do not hesitate to contact us if any additional information is required.

Our office is owned by Brown & Brown, Inc. Brown & Brown entities operate independently and are not required to utilize other companies owned by Brown & Brown, Inc., but routinely do so.

For the 2020 – 2021 policy year, your insurance was placed with Preferred Governmental Insurance Trust (*Preferred*). *Preferred* is an insurance trust formed by Florida public entities through an Interlocal Agreement for the purpose of providing its members with an array of insurance coverages and services. *Preferred* has contracted with entities owned by Brown & Brown, Inc. to perform various services. As explained below, those Brown & Brown entities are compensated for their services.

*Preferred* has contracted with Public Risk Underwriters (PRU), a company owned by Brown & Brown, Inc., to administer *Preferred*'s operations. The administrative services provided by PRU to *Preferred* include:

- Underwriting
- Coverage review
- Marketing
- Policy Review

- Accounting
- Issuance of *Preferred* Coverage Agreements
- Preferred Member Liaison
- Risk Assessment and Control

Pursuant to its contract with *Preferred*, Public Risk Underwriters of Florida, Inc. (PRU) receives an administration fee, based on the size and complexity of the account, of up to 10% of the *Preferred* premiums billed and collected.

*Preferred* has also contracted with Preferred Governmental Claims Solutions (PGCS), a company owned by Brown & Brown, Inc., for purposes of administering the claims of *Preferred* members. The services provided by PGCS to *Preferred* may include:

- Claims Liaison with Insurance Company
- Claims Liaison with Preferred Members
- Claims Adjustment

Pursuant to its contract with *Preferred*, PGCS receives a claims administration fee for those accounts which PGCS services of up to 5% of the non-property portion of the premiums you pay to *Preferred*.

*Preferred* also utilizes wholesale insurance brokers, some of which (such as Peachtree Special Risk Brokers and Apex Insurance Services) are owned by Brown & Brown, Inc., for the placement of *Preferred*'s insurance policies. The wholesale insurance broker may provide the following services:

- Risk Placement
- Coverage review
- Claims Liaison with Insurance Company
- Policy Review
- Current Market Intelligence

The wholesale insurance broker's compensation is largely dictated by the insurance company. It typically ranges between 10% and 17% of the premiums you pay to *Preferred* for your coverage.



### **Notice of Carrier Financial Status**

Risk Management Associates, Inc. dba Public Risk Insurance Advisors, and its parent company, Brown & Brown, Inc. (collectively "Brown & Brown") do not certify, warrant or guarantee the financial soundness or stability of any insurance carrier or alternative risk transfer or pooling entity. We endeavored to place your coverage with an insurance carrier with an AM Best Company financial rating of "A-" or better.\* While Brown & Brown cannot certify, warrant or guarantee the financial soundness or stability of any insurance carrier or alternative risk transfer or pooling entity or otherwise predict whether the financial condition of any such entity might improve or deteriorate, we are hereby providing you with notice and disclosure of financial condition so that you can make an informed decision regarding the placement of coverage. Accordingly, with receipt of this notice you acknowledge the following with regard to the placement and any subsequent renewal of the coverage indicated below:

- Brown & Brown may have other options for your insurance placement, including quotations with insurance carriers holding an "A-" or better rating from AM Best Company. Alternative quotes may be available with an A- or better rated carrier upon your request.
- Coverage is being renewed through **Preferred Governmental Insurance Trust** ("**Preferred**"), which is as a Florida local government self-insurance fund established pursuant to Section 624.4622, Florida Statutes, as such **Preferred** is not rated by the AM Best Company.
- Preferred is not subject to the protections afforded by any state guaranty fund or association.
- The financial condition of insurance companies and other coverage providers including local government self-insurance funds like **Preferred** may change rapidly and that such changes are beyond the control of Brown & Brown.
- You should review the financial and membership information from Preferred and agree to abide by the conditions of membership established by Preferred.
- You should consider the information provided, including the **Preferred** coverage quote and coverage placement and review it with your accountants, legal counsel and advisors.

**Named Insured:** City of Lake Worth Beach

**Line of Coverage(s):** Property, Inland Marine, Crime, General Liability, Employee Benefits Liability,

Deadly Weapon Protection, Automobile Liability, Public Officials Liability, Employment Practices Liability, Cyber Liability, Excess Workers Compensation

**Policy Number(s):** PX2FL1 0502013 20-11

**Policy Period(s):** 10/1/21 - 22 **Date of Notice:** 9/8/21

\* AM Best Rating Guide: Rating for Stability: A++ to F = Highest to lowest rating

Financial Size Category: XV to I - Largest to smallest rating



Guide to Bests Ratings		
Best Category	Rating	Description
Secure	A++	Superior
Secure	A+	Superior
Secure	Α	Excellent
Secure	Α-	Excellent
Secure	B++	Very Good
Secure	B+	Very Good
Vulnerable	В	Fair
Vulnerable	В-	Fair
Vulnerable	C++	Marginal
Vulnerable	C+	Marginal
Vulnerable	С	Weak
Vulnerable	C-	Weak
Vulnerable	D	Poor
Vulnerable	E	Under Regulatory Supervision
Vulnerable	F	In Liquidation
Vulnerable	S	Rating Suspended
Not Rated	NR-1	Insufficient Data
Not Rated	NR-2	Insufficient Size and/or operating experience
Not Rated	NR-3	Rating Procedure Inapplicable
Not Rated	NR-4	Company Request
Not Rated	NR-5	Not Formally Followed
Rating Modifier	u	Under Review
Rating Modifier	q	Qualified
Affiliation Code	g	Group
Affiliation Code	p	Pooled
Affiliation Code	r	Reinsured

Gu	Guide to Best's Financial Size Categories			
Reflects size of	I	Less than \$1,000,000		
insurance company	II	\$1,000,000 - \$2,000,000		
based on their	Ш	\$2,000,000 - \$5,000,000		
capital, surplus	IV	\$5,000,000 - \$10,000,000		
and conditional	V	\$10,000,000 - \$25,000,000		
reserve funds in	VI	\$25,000,000 - \$50,000,000		
U.S. dollars.	VII	\$50,000,000 - \$100,000,000		
	VIII	\$100,000,000 - \$250,000,000		
	IX	\$250,000,000 - \$500,000,000		
	X	\$500,000,000 - \$750,000,000		
	ΧI	\$750,000,000 - \$1,000,000,000		
	XII	\$1,000,000,000 - \$1,250,000,000		
	XIII	\$1,250,000,000 - \$1,500,000,000		
	XIV	\$1,500,000,000 - \$2,000,000,000		
	XV	Greater than \$2,000,000,000		

Public Risk Insurance Advisors always strives to place your coverage with highly secure insurance companies. We cannot, however, guarantee the financial stability of any carrier.



# Statement Acknowledging That Coverage Has Been Placed With A Non-Admitted Carrier

Per Florida Statute, the insured is required to sign the following E&S disclosure:

The undersigned hereby agrees to place insurance coverage in the surplus lines market and understands that superior coverage may be available in the admitted market and at a lesser cost. Persons insured by surplus lines carriers are not protected by the Florida Insurance Guaranty Association with respect to any right of recovery for the obligation of an insolvent unlicensed insurer.

City of Lake Worth Beach	
Named Insured	
Signature of Insured's Authorized Representative	Date
Indian Harbor Insurance Co.	
Name of Excess and Surplus Lines Carrier	
Maine of Excess and Surpius Lines Carrier	
5 W	
Pollution Liability	PEC004832004
Type of Insurance	Renewal of Policy Number
	•
10/1/21 - 22	Florida
Effective/Expiration Date of Coverage	State



Named Covered Party: City of Lake Worth Beach

Agreement Number:

10/01/2021 to 10/01/2022

Coverage Provided By:

Preferred Governmental Insurance Trust

Quote Number:

PX FL1 0502013 21-12 01 - 2

# YOU ARE ELECTING NOT TO PURCHASE CERTAIN VALUABLE COVERAGE WHICH PROTECTS YOU AND YOUR FAMILY OR YOU ARE PURCHASING UNINSURED MOTORISTS LIMITS LESS THAN YOUR BODILY INJURY LIABILITY LIMITS WHEN YOU SIGN THIS FORM. PLEASE READ CAREFULLY.

Uninsured Motorist coverage provides for payment of certain benefits for damages caused by owners or operators of uninsured motor vehicles because of bodily injury or death resulting there from. Such benefits may include payments for certain medical expenses, lost wages, and pain and suffering, subject to limitations and conditions contained in the Coverage Agreement. For the purpose of this coverage, an uninsured motor vehicle may include a motor vehicle as to which the bodily injury limits are less than your damages.

Florida law requires that automobile liability coverage agreements include Uninsured Motorist coverage at limits equal to the Bodily Injury limits in your coverage agreement unless you select a lower limit offered by the Trust, or reject Uninsured Motorist entirely. Please indicate whether you desire to entirely reject Uninsured Motorist coverage, or, whether you desire this coverage at limits lower than the Bodily Injury Liability limits of your Coverage Agreement:

$\sqrt{}$ a. I hereby reject Uninsured Motorist coverage.
b. I hereby select the following Uninsured Motorist limits which are lower than my Bodily Injury Liability Limits:  each person (enter limit if applicable)  each accident
c. I hereby select Uninsured Motorist coverage limits equal to my Bodily Injury Liability limits. (If you select this option disregard the bold face statement above.)
ELECTION OF NON-STACKED COVERAGE  (Do not complete if you have rejected Uninsured Motorist)  You have the option to purchase, at a reduced rate, non-stacked (limited) type of Uninsured Motorists coverage. Under this form if injury occurs in a vehicle owned or leased by you or any family member who resides with you, this Coverage Agreement will apply only to the extent of coverage (if any) which applies to that vehicle in this Coverage Agreement. If an injury occurs while occupying someone else's vehicle, or you are struck as a pedestrian, you are entitled to select the highest limits of Uninsured Motorist coverage available on any one vehicle for which you are a Named Covered Party, covered family member, or covered resident of the Named Covered Party's household. This Coverage Agreement will not apply if you select the coverage available under any other Coverage Agreement issued to you or the Coverage Agreement of any other family member who resides with you.  If you do not elect to purchase the non-stacked form, your Coverage Agreement limit(s) for each motor vehicle are added together (stacked) for all covered injuries. Thus, your Coverage Agreement limits would automatically change during the Coverage Agreement
term if you increase or decrease the number of autos covered under the Coverage Agreement.  I hereby elect the non-stacked form of Uninsured Motorist coverage.
I understand and agree that selection of any of the above options applies to my liability Coverage Agreement and future renewals or replacements of such Coverage Agreement which are issued at the same Bodily Injury Liability limits. If I decide to select another option at some future time, I must let the Trust or my agent know in writing.
Signature Title
Name Date

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.

Print Date: 9/2/2021



### SIGNATURE PAGE

Policy#: PX FL1 0502013 21-12 01 - 2

Named Covered Party: City of Lake Worth Beach

Effective: 10/01/2021

Termination: 10/01/2022

		n here, corre	sponding with the Coverage Agreement, are correct:
Х	Property		
	TIV:	\$45,663,687	
Х	Inland Marine		
	Blanket Unscheduled IM:		
	Scheduled Inland Marine:		
	Total All Inland Marine:		
Х	Property TRIA (Terrorism Risk Insu	irance Act)	coverage
X	Crime		
Х	General Liability		
	Ratable Payroll:	\$20 80 <i>4</i> 772	
N/A	Law Enforcement Liability	\$20,034,772	
1	-		
		Not Included	
N/A	Professional Liability		
	Employees:	Not Included	
X	Automobile	193	Units - Auto Liability
		0	Units - Comprehensive
		0	Units - Collision
N/A	Stop Loss Aggregate: Not Included Applies to:		
Х	Excess Workers' Compensation		
	Payroll	\$20,894,772	
N/A			ed's Current Interlocal Agreement (last amended
IN/A	I confirm that I have received a copy of Preferred's Current Interlocal Agreement (last amended October 1, 2004) and Amendment A (effective October 1, 2013).		
N/A			
Agreement (which also requires a signature).			
A signed copy of the following is also required where applicable: First Page of Preferred Application; Professional Liability Application; Uninsured Motorist Rejection/Election Form; SIR Signature Page.			
Signature	9 ,	Ti	tle
Name	79	Da	ate
Coverage is provided by Preferred Governmental Insurance Trust			

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.

Print Data 0/2/2021

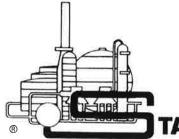


# PUBLIC ENTITY SELF INSURED RETENTION SCHEDULE AND TPA INFORMATION SIGNATURE PAGE

Covered Party: City of Lake Worth Beach Agreement No: PX FL1 0502013 21-12 01 - 2

	PROPERTY		Each Occurrence
	INLAND MARINE		Each Occurrence
	CRIME		Each Occurrence
х	GENERAL LIABILITY (includes Employee Benefits)	\$100,000 SIR	Each Occurrence
	LAW ENFORCEMENT LIABILITY		Each Occurrence
	PUBLIC OFFICIALS LIABILITY		
	EMPLOYMENT PRACTICES		
х	AUTOMOBILE LIABILITY	\$100,000 SIR	Per Person/ Per Accident
	AUTOMOBILE PHYSICAL DAMAGE- COMP		Each Accident
	AUTOMOBILE PHYSICAL DAMAGE- COLL		Each Accident
	GARAGE KEEPERS		Each Accident
х	EXCESS WORKERS COMPENSATION	\$500,000	Each Occurrence
<b>TPA</b> Galla 5405	THIRD PARTY AD o information appears below of if there is a discre Name & Address: gher Basset Cypress Center Drive oa FL 32609	MINISTRATOR INFORMATION epancy, please make the necessary change	es on the lines provided.
Name Phon Emai		REPORTING REQUIREMENT	
an ac	PGIT MN-903, page 2, Section C, you agree to so ecceptable electronic Excel Spreadsheet per layout lok@publicrisk.com by the 15th day after the quant	ut included at time of quote. The data shou	
I here	eby agree to the reporting requirements and conf	firm the above information is correct.	
Auth	orized Signature:		
Pleas	se note: Failure to return a signed copy of this do	ocument could result in cancellation of cove	rage.
The brie detailed	f description of coverage contained in this document is being provided as an accor information relating to the scope and limits of coverage, please refer directly to th	nmodation only and is not intended to cover or describe all Coverage Agr e Coverage Agreement documents. Specimen forms are available upon r	reement terms. For more complete and equest.

Print Date: 9/2/2021



Name: Justin Weltscheff

3353 Peachtree Road, NE, Suite 1000

Title: Assistant Regional Manager

Atlanta, GA 30326

Phone: 404-720-1968

Fax: 404.946.1498

### ANNIVERSARY RENEWAL QUOTATION

NAMED INSURED: CITY OF LAKE WORTH BEACH

Page 8 of 17

# POLICYHOLDER DISCLOSURE STATEMENT UNDER TERRORISM RISK INSURANCE ACT, AS AMENDED

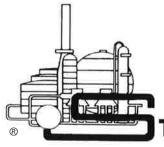
You are hereby notified that under the federal Terrorism Risk Insurance Act of 2002, as amended (the "Act"), you now have a right to purchase insurance coverage for losses arising out of an Act of Terrorism, which is defined in the Act as an act certified by the Secretary of the Treasury in consultation with the Secretary of Homeland Security and the Attorney General of the United States (i) to be an act of terrorism, (ii) to be a violent act or an act that is dangerous to (A) human life; (B) property or (C) infrastructure, (iii) to have resulted in damage within the United States, or outside of the United States in case of an air carrier or vessel or the premises of a U.S. mission and (iv) to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. You should read the Act for the definition of an "Act of Terrorism" and other terms of the Act. The Secretary's decision to certify or not to certify an event as an Act of Terrorism and thus encompassed by this law is final and not subject to review. Coverage is subject to all policy exclusions (including nuclear hazard and war exclusions) and other policy provisions.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, COVERAGE MAY BE REDUCED.

For your information, coverage provided by this policy for losses caused by an Act of Terrorism may be partially reimbursed by the United States under a formula established by the Act. Under this formula, the United States pays an 80% share of terrorism losses covered by this law exceeding a statutorily established deductible that must be met by the insurer. This deductible is based on a percentage of the insurer's direct earned premiums for the year preceding the Act of Terrorism.

Unless you reject coverage under the Act by so indicating below and returning this Policyholder Disclosure statement to us, you will have accepted Terrorism coverage under the Act at a premium of \$13,968 for a limit of \$124,680,801 part of \$124,680,801.

	riease indicate your selection below.
	I hereby elect to purchase coverage in accordance with the Act.
	I hereby reject coverage and accept the exclusion in accordance with the Act.
Signatur	e of Insured
Print Na	me/Title



Name: Justin Weltscheff

3353 Peachtree Road, NE, Suite 1000

Title: Assistant Regional Manager

Atlanta, GA 30326

Phone: 404-720-1968

Fax: 404.946.1498

### ANNIVERSARY RENEWAL QUOTATION

NAMED INSURED: CITY OF LAKE WORTH BEACH

Page 9 of 17

Letter A

September 9, 2021

City of Lake Worth Beach 1900 2<sup>nd</sup> Avenue Lake Worth, FL 33461

Attn:

Risk Manager

Re:

City of Lake Worth Beach

The Terrorism Risk Insurance Act, as amended ("the Act"), applies to certain Acts of Terrorism committed by an individual or individuals. For a complete definition please review the Act and subsequent amendments.

You provided us with a form stating that we offered you terrorism coverage under the Act, and that you rejected our offer. We also offered, but you rejected, coverage for Acts of Terrorism that are not covered by the Act.

#### You acknowledge that:

- 1. Starr Tech, acting on behalf of ACE American Insurance Company, made available to you insurance coverage for Acts of Terrorism as defined in the Act, as well as acts of terrorism not covered by the Act;
- 2. In exchange for a reduction in premium, you requested that Starr Tech exclude coverage for Acts of Terrorism as defined in the Act, as well as for acts of terrorism not covered by the Act;
- 3. The enclosed endorsements excluding terrorism coverage will be made part of your policy.

Please sign below to indicate your understanding and acceptance of these terms.

Sincerely,

Justin Weltscheff

Assistant Regional Manager

CC:

Public Risk Insurance Advisors

Enc:

Terrorism Exclusion Endorsements

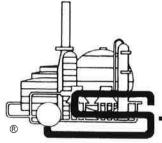
Signature of Insured

Title:

Tiue

Company:

Date:



Name: Justin Weltscheff

3353 Peachtree Road, NE, Suite 1000

**Assistant Regional Manager** Title:

Atlanta, GA 30326

Phone: 404-720-1968

Fax: 404.946.1498

### ANNIVERSARY RENEWAL QUOTATION

NAMED INSURED: CITY OF LAKE WORTH BEACH

Page 10 of 17

Letter B

September 9, 2021

City of Lake Worth Beach 1900 2<sup>nd</sup> Avenue Lake Worth, FL 33461

Attn:

Risk Manager

Re:

City of Lake Worth Beach

The Terrorism Risk Insurance Act, as amended ("the Act"), applies to certain acts of terrorism committed by an individual or individuals. For a complete definition please review the Act and subsequent amendments.

We provided you with a quote offering terrorism coverage under the Act, and you accepted our offer. We also offered, but you rejected, coverage for acts of terrorism that are not covered by the Act.

#### You acknowledge that:

- 1. Starr Tech, acting on behalf of ACE American Insurance Company, made available to you insurance coverage for Acts of Terrorism as defined in the Act, as well as acts of terrorism not covered by the Act,
- 2. You accepted our offer for coverage under the Act, but in exchange for a reduction in premium, you requested that Starr Tech exclude coverage for acts of terrorism not covered by the Act; and
- 3. The enclosed endorsement excluding coverage for acts of terrorism not covered by the Act will be made part of your policy.

Please sign below to indicate your understanding and acceptance of these terms.

Sincerely,

Justin Weltscheff

Assistant Regional Manager

CC:

Public Risk Insurance Advisors

Enc:

Terrorism Exclusion Endorsements

Signature of Insured

Title:

Company:

Date:



# Premium Recapitulation Page 1 of 2

	<b>Annual Premium</b>	Accept	
Preferred Package			
Property including Equipment Breakdown	\$231,207.00	X	
Inland Marine	\$2,892.00	X	
Crime / Employee Dishonesty	\$1,238.00	$\bowtie$	
General Liability	\$55,445.00	$ \boxtimes$	
Deadly Weapon Protection*	Included		
Automobile Liability	\$25,189.00	X	
Excess Workers Compensation	\$66,383.00	×	
Package Payment Plan:	Annual		
*Deadly Weapon Protection Coverage: Any Event that o leased or loaned by the City to any other entity of and ticketed for more than 15,000 attendees ove to <u>AND APPROVED</u> by <i>Preferred</i> <u>PRIOR</u> to event. additional premium and/or impose additional co	r individual to host a permit or the duration of the event, <u>l</u> The Trust may, at their dis	ted event <sub>J</sub> <u>MUST BE</u> r cretion, ch	planned eported
<b>Utility Property</b>			
Premium	\$720,000.00		
Engineering Fee	\$7,000.00	•	
Total Premium	\$727,000.00	$oxday{2}$	
Optional - Certified Terrorism	\$13,968.00		×
Optional - Non-Certified Terrorism	\$1,552.00		$\square$



# Premium Recapitulation Page 2 of 2

	Annual Premium	Check ( Accept	
Pollution Liability – XL – Indian Harbor Ins. Co Optional – Terrorism	\$40,208.00 \$402.08	<b>X</b>	
Public Officials Liability - Ace American Ins. Co	\$36,890.00	×	
Fiduciary Liability (Firefighters Pension Trust)	\$5,770.00	X	
Cyber Liability	\$39,278.00	×	
Tenant Users Liability Insurance Program (TULIP)	\$2,500.00	×	
Drone Liability	\$2,894.00	×	
authorize PRIA to request the underwriters to bind and acknowledge receipt of the Compensation and Finding this proposal.			
(Signature)	<del></del>		
(Name & Title)			
(Date)	:		



# Statement Acknowledging That Coverage Has Been Placed With A Non-Admitted Carrier

Per Florida Statute, the insured is required to sign the following E&S disclosure:

The undersigned hereby agrees to place insurance coverage in the surplus lines market and understands that superior coverage may be available in the admitted market and at a lesser cost. Persons insured by surplus lines carriers are not protected by the Florida Insurance Guaranty Association with respect to any right of recovery for the obligation of an insolvent unlicensed insurer.

City of Lake Worth Beach	
Named Insured	
Signature of Insured's Authorized Representative	Date
O	
Indian Harbor Insurance Co.	
Name of Excess and Surplus Lines Carrier	
Pollution Liability	PEC004832004
Type of Insurance	Renewal of Policy Number
Type of moutainee	Renewal of Foney Number
10/1/21 - 22	Florida
Effective/Expiration Date of Coverage	State
Directive, Expiration Date of Goverage	Jiaic



Named Covered Party: City of Lake Worth Beach

Agreement Number:

10/01/2021 to 10/01/2022

Coverage Provided By:

Preferred Governmental Insurance Trust

Quote Number:

PX FL1 0502013 21-12 01 - 2

# YOU ARE ELECTING NOT TO PURCHASE CERTAIN VALUABLE COVERAGE WHICH PROTECTS YOU AND YOUR FAMILY OR YOU ARE PURCHASING UNINSURED MOTORISTS LIMITS LESS THAN YOUR BODILY INJURY LIABILITY LIMITS WHEN YOU SIGN THIS FORM. PLEASE READ CAREFULLY.

Uninsured Motorist coverage provides for payment of certain benefits for damages caused by owners or operators of uninsured motor vehicles because of bodily injury or death resulting there from. Such benefits may include payments for certain medical expenses, lost wages, and pain and suffering, subject to limitations and conditions contained in the Coverage Agreement. For the purpose of this coverage, an uninsured motor vehicle may include a motor vehicle as to which the bodily injury limits are less than your damages.

Florida law requires that automobile liability coverage agreements include Uninsured Motorist coverage at limits equal to the Bodily Injury limits in your coverage agreement unless you select a lower limit offered by the Trust, or reject Uninsured Motorist entirely. Please indicate whether you desire to entirely reject Uninsured Motorist coverage, or, whether you desire this coverage at limits lower than the Bodily Injury Liability limits of your Coverage Agreement:

than the	e Bodily Injury Liability limits of your Coverage Agreement:
V	a. I hereby reject Uninsured Motorist coverage.
	<ul> <li>b. I hereby select the following Uninsured Motorist limits which are lower than my Bodily Injury Liability Limits:</li> <li>each person (enter limit if applicable)</li> <li>each accident</li> </ul>
	c. I hereby select Uninsured Motorist coverage limits equal to my Bodily Injury Liability limits. (If you select this option disregard the bold face statement above.)
injury of to the e else's v any one househ to you of stacked term if y	ELECTION OF NON-STACKED COVERAGE  (Do not complete if you have rejected Uninsured Motorist)  We the option to purchase, at a reduced rate, non-stacked (limited) type of Uninsured Motorists coverage. Under this form if cours in a vehicle owned or leased by you or any family member who resides with you, this Coverage Agreement will apply only extent of coverage (if any) which applies to that vehicle in this Coverage Agreement. If an injury occurs while occupying someone ehicle, or you are struck as a pedestrian, you are entitled to select the highest limits of Uninsured Motorist coverage available or evehicle for which you are a Named Covered Party, covered family member, or covered resident of the Named Covered Party's old. This Coverage Agreement will not apply if you select the coverage available under any other Coverage Agreement issued or the Coverage Agreement of any other family member who resides with you.  To not elect to purchase the non-stacked form, your Coverage Agreement limit(s) for each motor vehicle are added together do not elect to purchase the non-stacked form, your Coverage Agreement limits would automatically change during the Coverage Agreement you increase or decrease the number of autos covered under the Coverage Agreement.  I hereby elect the non-stacked form of Uninsured Motorist coverage.  It hereby elect the non-stacked form of Uninsured Motorist coverage.  I hereby elect the non-stacked form of Uninsured Motorist coverage.  Stand and agree that selection of any of the above options applies to my liability Coverage Agreement and future renewals or ments of such Coverage Agreement which are issued at the same Bodily Injury Liability limits. If I decide to select another option future time, I must let the Trust or my agent know in writing.
Signat	ure Title
Name	Date

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.

Print Date: 9/2/2021



### SIGNATURE PAGE

Policy#: PX FL1 0502013 21-12 01 - 2

Named Covered Party: City of Lake Worth Beach

Effective: 10/01/2021

Termination: 10/01/2022

I hereby confirm that the limits/coverages as shown here, corresponding with the Coverage Agreement, are correct: **Property** X TIV: \$45,663,687 X **Inland Marine** Blanket Unscheduled IM: \$600,000 Scheduled Inland Marine: \$594.526 Total All Inland Marine: \$1,194,526 Χ Property TRIA (Terrorism Risk Insurance Act) coverage Crime Х X **General Liability Ratable Payroll:** \$20,894,772 N/A Law Enforcement Liability Officers: Not Included N/A **Professional Liability** Employees: Not Included X **Automobile** 193 **Units - Auto Liability Units - Comprehensive** 0 **Units - Collision** 0 N/A Stop Loss Aggregate: Not Included Applies to: **Excess Workers' Compensation** X Payroll: \$20,894,772 I confirm that I have received a copy of Preferred's Current Interlocal Agreement (last amended N/A October 1, 2004) and Amendment A (effective October 1, 2013). I confirm having read and agreed to the terms as laid out in the attached Preferred Participation N/A Agreement (which also requires a signature). A signed copy of the following is also required where applicable: First Page of Preferred Application; Professional Liability Application; Uninsured Motorist Rejection/Election Form; SIR Signature Page. Signature \_ Title \_ Name Date \_\_\_\_\_ Coverage is provided by Preferred Governmental Insurance Trust

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and

detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.

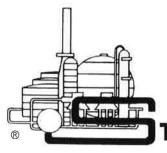


# PUBLIC ENTITY SELF INSURED RETENTION SCHEDULE AND TPA INFORMATION SIGNATURE PAGE

Covered Party: City of Lake Worth Beach Agreement No: PX FL1 0502013 21-12 01 - 2

	PROPERTY		Each Occurrence
	INLAND MARINE		Each Occurrence
	CRIME		Each Occurrence
х	GENERAL LIABILITY (includes Employee Benefits)	\$100,000 SIR	Each Occurrence
	LAW ENFORCEMENT LIABILITY		Each Occurrence
	PUBLIC OFFICIALS LIABILITY		
	EMPLOYMENT PRACTICES		
х	AUTOMOBILE LIABILITY	\$100,000 SIR	Per Person/ Per Accident
	AUTOMOBILE PHYSICAL DAMAGE- COMP		Each Accident
	AUTOMOBILE PHYSICAL DAMAGE- COLL		Each Accident
	GARAGE KEEPERS		Each Accident
х	EXCESS WORKERS COMPENSATION	\$500,000	Each Occurrence
<b>TPA</b> Galla 5405	THIRD PARTY AD o information appears below of if there is a discre Name & Address: gher Basset Cypress Center Drive oa FL 32609	MINISTRATOR INFORMATION epancy, please make the necessary chang	es on the lines provided.
Name Phon Emai	Primary Contact: e: Alisha Auth e: 954-378-1401 l: Alisha_Auth@gbta.com QUARTERLY PGIT MN-903, page 2, Section C, you agree to si	REPORTING REQUIREMENT	o us on a quarterly basis in
an a	cceptable electronic Excel Spreadsheet per layout lck@publicrisk.com by the 15th day after the quarter	ut included at time of quote. The data shou	-
I her	eby agree to the reporting requirements and conf	firm the above information is correct.	
Auth	orized Signature:		
Pleas	se note: Failure to return a signed copy of this do	ocument could result in cancellation of cover	erage.
The brie	f description of coverage contained in this document is being provided as an according relating to the group and limits of coverage, places refer directly to the	mmodation only and is not intended to cover or describe all Coverage Ag	reement terms. For more complete and

Print Date: 9/2/2021



Phone: 404-720-1968

## TARR TECHNICAL RISKS AGENCY, INC.

Name: Justin Weltscheff
Title: Assistant Regional Manager

Please indicate your salaction below

3353 Peachtree Road, NE, Suite 1000 Atlanta, GA 30326

Fax: 404.946.1498

**ANNIVERSARY RENEWAL QUOTATION** 

NAMED INSURED: CITY OF LAKE WORTH BEACH

Page 8 of 17

## POLICYHOLDER DISCLOSURE STATEMENT UNDER TERRORISM RISK INSURANCE ACT, AS AMENDED

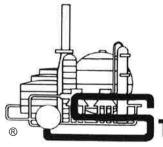
You are hereby notified that under the federal Terrorism Risk Insurance Act of 2002, as amended (the "Act"), you now have a right to purchase insurance coverage for losses arising out of an Act of Terrorism, which is defined in the Act as an act certified by the Secretary of the Treasury in consultation with the Secretary of Homeland Security and the Attorney General of the United States (i) to be an act of terrorism, (ii) to be a violent act or an act that is dangerous to (A) human life; (B) property or (C) infrastructure, (iii) to have resulted in damage within the United States, or outside of the United States in case of an air carrier or vessel or the premises of a U.S. mission and (iv) to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. You should read the Act for the definition of an "Act of Terrorism" and other terms of the Act. The Secretary's decision to certify or not to certify an event as an Act of Terrorism and thus encompassed by this law is final and not subject to review. Coverage is subject to all policy exclusions (including nuclear hazard and war exclusions) and other policy provisions.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, COVERAGE MAY BE REDUCED.

For your information, coverage provided by this policy for losses caused by an Act of Terrorism may be partially reimbursed by the United States under a formula established by the Act. Under this formula, the United States pays an 80% share of terrorism losses covered by this law exceeding a statutorily established deductible that must be met by the insurer. This deductible is based on a percentage of the insurer's direct earned premiums for the year preceding the Act of Terrorism.

Unless you reject coverage under the Act by so indicating below and returning this Policyholder Disclosure statement to us, you will have accepted Terrorism coverage under the Act at a premium of \$13,968 for a limit of \$124,680,801 part of \$124,680,801.

	ricase indicate your selection below.	
-	I hereby elect to purchase coverage in accordance	e with the Act.
	I hereby reject coverage and accept the exclusion	in accordance with the Act.
Signatur	e of Insured	_Date:
Print Na	me/Title	



Name: Justin Weltscheff

3353 Peachtree Road, NE, Suite 1000

Title: Assistant Regional Manager Phone: 404-720-1968

Atlanta, GA 30326 Fax: 404.946.1498

ANNIVERSARY RENEWAL QUOTATION

NAMED INSURED: CITY OF LAKE WORTH BEACH

Page 9 of 17

Letter A

September 9, 2021

City of Lake Worth Beach 1900 2<sup>nd</sup> Avenue Lake Worth, FL 33461

Attn:

Risk Manager

Re:

City of Lake Worth Beach

The Terrorism Risk Insurance Act, as amended ("the Act"), applies to certain Acts of Terrorism committed by an individual or individuals. For a complete definition please review the Act and subsequent amendments.

You provided us with a form stating that we offered you terrorism coverage under the Act, and that you rejected our offer. We also offered, but you rejected, coverage for Acts of Terrorism that are not covered by the Act.

You acknowledge that:

- Starr Tech, acting on behalf of ACE American Insurance Company, made available to you insurance coverage for Acts of Terrorism as defined in the Act, as well as acts of terrorism not covered by the Act;
- 2. In exchange for a reduction in premium, you requested that Starr Tech exclude coverage for Acts of Terrorism as defined in the Act, as well as for acts of terrorism not covered by the Act;
- 3. The enclosed endorsements excluding terrorism coverage will be made part of your policy.

Please sign below to indicate your understanding and acceptance of these terms.

Sincerely,

Justin Weltscheff

Assistant Regional Manager

CC:

Public Risk Insurance Advisors

Enc:

Terrorism Exclusion Endorsements

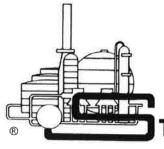
Signature of Insured

Title:

Company:

Date:

te:



Name: Justin Weltscheff

3353 Peachtree Road, NE. Suite 1000

**Assistant Regional Manager** 

Atlanta, GA 30326

Phone: 404-720-1968

Fax: 404.946.1498

### **ANNIVERSARY RENEWAL QUOTATION**

NAMED INSURED: CITY OF LAKE WORTH BEACH

Page 10 of 17

Letter B

September 9, 2021

City of Lake Worth Beach 1900 2<sup>nd</sup> Avenue Lake Worth, FL 33461

Attn:

Risk Manager

Re:

City of Lake Worth Beach

The Terrorism Risk Insurance Act, as amended ("the Act"), applies to certain acts of terrorism committed by an individual or individuals. For a complete definition please review the Act and subsequent amendments.

We provided you with a quote offering terrorism coverage under the Act, and you accepted our offer. We also offered, but you rejected, coverage for acts of terrorism that are not covered by the Act.

#### You acknowledge that:

- 1. Starr Tech, acting on behalf of ACE American Insurance Company, made available to you insurance coverage for Acts of Terrorism as defined in the Act, as well as acts of terrorism not covered by the Act,
- 2. You accepted our offer for coverage under the Act, but in exchange for a reduction in premium, you requested that Starr Tech exclude coverage for acts of terrorism not covered by the Act; and
- 3. The enclosed endorsement excluding coverage for acts of terrorism not covered by the Act will be made part of your policy.

Please sign below to indicate your understanding and acceptance of these terms.

Sincerely.

Justin Weltscheff

Assistant Regional Manager

CC:

Public Risk Insurance Advisors

Enc:

Terrorism Exclusion Endorsements

Signature of Insured

Title:

Company:

Date:

	City of Lake Worth Beach Property & Casualty and Workers' Compensation Analysis				
	Tioperty	10/1/2021 thru 2022			
	NEW THE PROPERTY OF THE CO.	10/1/2021 till d 2022			
Line of Coverage	Feni	ring Premiums	Renewal Quote		
Line of Coverage	Expi	ring Premiums	PRIA		
Utilities Property			I NIA		
Total Insurable Values		\$128,330,801	\$124,680,801		
AOP Limit		\$128,830,801	\$124,680,801		
AOP Deductible		\$300,000	\$300.000		
Wind Limit	Ace American	\$25,000,000	\$25,000,000		
Wind Deductible		5% min \$250k	5% min \$250k		
Equipment Breakdown		Included	Included		
Premium		\$677,004	\$727,000		
N. VAIIV. D.					
Non-Utility Property		\$45.462.697	\$45.772.7DT		
Total Insurable Values  AOP Limit	_	\$45,663,687	\$45,663,687		
AOP Deductible		\$45,663,687 \$5,000	\$45,663,687 \$5,000		
Wind Limit	Preferred	Included	Included		
Wind Deductible	Tielelieu	5% min \$20k	5% min \$20k		
Equipment Breakdown	-	Included	Included		
Premium		\$192,520	\$231,207		
		Q17 Eq0=0			
Inland Marine	88				
Scheduled Limit		\$643,526	\$643,526		
Deductible	Preferred	\$1,000	\$1,000		
Premium		\$2,518	\$2,892		
Crime		0.500.000			
Limits	D. C. 1	\$500,000	\$500,000		
Deductible Premium	Preferred	\$25,000	\$25,000		
Fremium	-	\$1,126	\$1,238		
General Liability	rio I				
Limit		\$1,000,000	\$1,000,000		
Deductible	Preferred	\$100,000	\$100,000		
Premium		\$46,712	\$55,445		
			770		
Auto Liability					
Limit		\$1,000,000	\$1,000,000		
Deductible	Preferred	\$100,000	\$100,000		
Vehicles		205	205		
Premium		\$23,095	\$25,189		
Public Officials / Employment Practice					
Limits		\$1,000,000 / \$1,000,000	\$1,000,000 / \$1,000,000		
POL / EPL Retention	Ace American	\$1,000,000 / \$1,000,000	\$1,000,000 / \$1,000,000		
Premium	/ toe / tilleticali	\$31,815	\$36,890		
r remain		3513013	<b>\$30,070</b>		
Cyber Liability	TEA				
Limit		\$1,000,000 / \$1,000,000	\$1,000,000 / \$1,000,000		
Deductible	Ace American	\$50,000	\$100,000		
Premium		\$20,681	\$39,278		
Drone Liability					
Limit		\$1,000,000	\$1,000,000		
Liability Deductible	Clobal Assessed	\$0	\$0		
Drone Values Physical Damage Deductible	Global Aerospace	\$16,773	\$16,773		
Propried Damage Deductible  Premium	<b>⊣</b>	5% \$ <b>2,665</b>	5% <b>\$2,894</b>		
A COMMUNI		\$4,005	34,074		
Pollution Liability	06				
Limit		\$3,000,000 / \$10,750,000	\$3,000,000 / \$10,750,000		
Retention	Indian Harbor	\$50,000	\$50,000		
Premium		\$38,293	\$40,208		
Excess Workers' Compensation					
Payroll		\$20,286,186	\$20,286,186		

Retention	Preferred	\$500,000	\$500,000
Premium		\$58,786	\$66,383
Fiduciary Liability - Firefighters Pension			
Limit		\$1,000,000	\$1,000,000
Voluntary Compliance	Markel American	\$200,000	\$200,000
Premium		\$5,801	\$5,770
Tulip Policy			
General Liability	Newboards	\$5,000,000/\$1,000,000	\$5,000,000/\$1,000,000
Premium	Nationwide	\$2,500	\$2,500
Total Annual Premium		\$1,103,516	\$1,236,894