

PUBLIC SECTOR

**Insurance Proposal for Utilities Property,  
Package, Aviation, Pollution, Fiduciary  
(Firefighters Pension), Cyber, Public Officials  
and TULIP (Special Events)**

October 1, 2022 to October 1, 2023

CITY OF LAKE WORTH BEACH



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## Our Story



Brown & Brown, Public Sector is a proud member of the Brown & Brown family – an 83-year-old, publicly traded, Florida corporation currently ranked as the 5<sup>th</sup> largest insurance brokerage in the United States of America. Our Brown & Brown family is now more than 11,000 teammates, spanning from 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 Brown & Brown, Public Sector 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 200 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

<b>Matt Montgomery</b> Executive Vice President	(386) 239-7245	Matt.Montgomery@bbrown.com
<b>Robin Russell, ARM-P, CISR, CSRM</b> Director of Operations	(386) 239-4044	Robin.Russell@bbrown.com
<b>Paul Dawson, ARM-P</b> Senior Vice President / Public Risk Advisor	(386) 239-4045	Paul.Dawson@bbrown.com
<b>Michelle Martin, CIC</b> Senior Vice President / Public Risk Advisor	(386) 239-4047	Michelle.Martin@bbrown.com
<b>Brian Cottrell, CIC, CRM</b> Vice President / Public Risk Advisor	(386) 239-4060	Brian.Cottrell@bbrown.com
<b>Kyle Stoekel, ARM-P, CIC</b> Public Risk Advisor	(386) 944-5805	Kyle.Stoekel@bbrown.com
<b>Victoria "Tori" Reedy</b> Executive Coordinator	(386) 239-4043	Tori.Reedy@bbrown.com
<b>Nicholas "Nick" Van Nostrand</b> Account Executive	(321) 214-2377	Nicholas.VanNostrand@bbrown.com

### Service Representatives

<b>Emily Bailey</b> Public Risk Specialist	(386) 333-6085	Emily.Bailey@bbrown.com
<b>Melody Blake, ACSR</b> Public Risk Specialist	(386) 239-4050	Melody.Blake@bbrown.com
<b>Christina Carter, CIC, CRM</b> Public Risk Specialist	(386) 333-6069	Christina.Carter@bbrown.com
<b>Danielle Coggon, CIC, CISR</b> Public Risk Specialist	(386) 239-4048	Danielle.Coggon@bbrown.com
<b>Schylar Howard</b> Public Risk Specialist	(386) 265-6117	Schylar.Howard@bbrown.com
<b>Patricia "Trish" Jenkins, CPSR</b> Public Risk Specialist	(386) 239-4042	Trish.Jenkins@bbrown.com
<b>Alexa Gray</b> Public Risk & Claims Specialist	(386) 333-6068	Alexa.Gray@bbrown.com

**Certificate Requests:** 179.certificates@bbrown.com

**Claim Reporting:** 179.claims@bbrown.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 Brown & Brown 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	Aviation Authorities	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 ever-growing 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 at-fault 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 [www.pgcs-tpa.com](http://www.pgcs-tpa.com).

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.



<u>Company:</u>	ACE American Insurance Company (Rated A++ XV by A.M. Best)
<u>Starr Tech Participation:</u>	100%
<u>Form:</u>	Starr Tech benchmark form plus endorsements
<u>Coverage:</u>	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
<b>\$124,680,801</b>	<b>Total Insured Value</b>

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 Interruption
\$1,000,000	Transit
\$250,000	Unnamed locations
\$250,000	Valuable papers

## Utilities Property

### Deductibles:

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, 2022.
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. Chubb Property Declarations
  - b. Common Policy Conditions
  - c. Commercial Property Conditions
  - d. OFAC Policyholder Notice
  - e. Energy Policy Declarations
  - f. Energy Property All Risk Insurance Policy
  - g. Accounts Receivable
  - h. Asbestos Exclusion
  - i. Biological or Nuclear Exclusion
  - j. California Earth Movement Exclusion
  - k. Designated Country or Region
  - l. Electronic Data/Media Exclusion
  - m. Electronic Data Processing Media with Extra Expense
  - n. Exclusion of Loss due to Virus, Bacteria, or microorganism that induce Physical distress, Illness or Disease
  - o. Extra Expense
  - p. Extra Expense Coverage Restriction
  - q. Mold, Fungus, Wet and Dry Rot and Bacteria Exclusion
  - r. Named Windstorm Definition
  - s. Political Risk Exclusion
  - t. Terrorism Endorsements per Table
  - u. Valuable Papers and Records
  - v. Wind
  - w. Policy Change Endorsement
  - x. Bridge Wording
  - y. Signatures
  - z. State Amendatory Notices
  - aa. Claims Notice

## Property – Inland Marine

Term: October 1, 2022 to October 1, 2023

Company: 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***
\$494,526	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
\$17,780	Watercraft, Not Including Hull Coverage**

Deductibles: \$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

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

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

♦♦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 scheduled.



## 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.
17. If building has been vacant for more than 90 consecutive days before a loss or damage, the following perils will be excluded: Vandalism, Sprinkler leakage, unless the system has been protected against freezing, building glass breakage, water damage, theft or attempted theft.

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 Data 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, 2022 to October 1, 2023

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

Term: October 1, 2022 to October 1, 2023

Company: 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	\$500,000	\$25,000
Outside	\$500,000	\$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, 2022 to October 1, 2023

Company: Preferred Governmental Insurance Trust (*Preferred*)

Form: Occurrence

Coverage	Limit	Self Insured Retention
General Liability		
Bodily Injury and Property Damage, per Occurrence	\$1,000,000	\$200,000/\$300,000
Personal Injury and Advertising Injury, per Person/Occurrence	Included	
Products/Completed Operations, Aggregate	Included	
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	Same as General Liability
Principle of Eminent Domain Including Inverse Condemnation, “Bert J. Harris, Jr., Private Property Rights Protection Act” per Occurrence / Annual Aggregate.	\$100,000	
Sewer Backup and Water Damage: Non-Negligent Claims Negligent Claims.	\$10,000/\$200,000 \$200,000/\$200,000	
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

Term: October 1, 2022 to October 1, 2023

Company: 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 – Sublimits		
Business Interruption	Included	\$0 Per Event
Demolition, Clearance, and Memorialization, per event	\$250,000	
Extra Expense, per event	\$250,000	
Crisis Management	Included	
Property Damage Extension, per event	Included	
Counseling Services, per event	\$250,000	
Funeral Expenses, per event	\$250,000	
Claims Expenses	Included	
Medical Expense, per person	\$25,000	
Accidental Death & Dismemberment, per person	\$50,000	

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:
  - owned, leased, rented or occupied by the Covered Party.
  - 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.



**Automobile Liability and Physical Damage**

Term: October 1, 2022 to October 1, 2023

Company: Preferred Governmental Insurance Trust (*Preferred*)

Coverage	Limit	Symbol	Self Insured Retention
<b>Automobile Liability (Based on 193 Vehicles)</b>			
Primary Bodily Injury and Property Damage Liability – Combined Limit	\$1,000,000	1	\$200,000/\$300,000
Personal Injury Protection	Statutory	5	\$0 Per Person
Medical Payments	Not Included	2	N/A
Uninsured Motorist	Rejected	2	N/A

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:

<b>SYMBOL</b>		<b>DESCRIPTION</b>
<b>1</b>	=	ANY "AUTO"
<b>2</b>	=	ALL OWNED "AUTOS" ONLY. Only those "autos" you own and or lease (and for Liability 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.
<b>3</b>	=	OWNED PRIVATE PASSENGER "AUTOS" ONLY. Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the coverage agreement begins.
<b>4</b>	=	OWNED "AUTOS" OTHER THAN PRIVATE PASSENGER "AUTOS" ONLY. Only those "autos" you own 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.
<b>5</b>	=	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.
<b>6</b>	=	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.
<b>7</b>	=	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).
<b>8</b>	=	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.
<b>9</b>	=	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

Term: October 1, 2022 to October 1, 2023

Insurer: Preferred Governmental Insurance Trust (*Preferred*)

Contract Terms	Option 1:
Liability Period	10/1/2022 – 10/1/2023
Payroll Reporting Period	10/1/2022 – 10/1/2023
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.

**Option 1**
**Public Officials Liability/Employment Practices Liability**  
**(Information Subject to change)**

Term: October 1, 2022 to October 1, 2023

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	
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)

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.

**Option 2****Public Officials Liability/Employment Practices Liability**

Term: October 1, 2022 to October 1, 2023

Company: Preferred Governmental Insurance Trust (*Preferred*)

Form: **POL/EPLI:** Claims Made – Duty to Defend

Coverage	Limit	Self Insured Retention
<b>Public Officials Liability</b> Retroactive Date: Full Prior Acts		
Per Claim	\$1,000,000	\$100,000
<b>Employment Practices Liability</b> Retroactive Date: Full Prior Acts		
Per Claim	\$1,000,000	\$100,000
<b>Sublimits</b>		
Employee Pre-Termination Legal Consultation Services		
Per Employee	\$2,500	
Aggregate	\$5,000	
Non-Monetary Claims Defense Costs, Aggregate	\$100,000	

Notes of Importance:

1. Defense Costs are paid in addition to policy limits.
2. SIR applied to money damages and claims expenses (including investigation, adjustment and defense costs)
3. Broadened definition of “Who is an Insured.”
4. Limits of Liability are subject to Florida Statute 768.28.



## Public Officials Liability/Employment Practices Liability

Exclusions, include but not limited to:

- Criminal Acts
- Non-Monetary relief except as provided in the Supplementary Payments
- Bodily Injury, Personal Injury, Property Damage, Advertising Injury
- Damages arising out of Inverse Condemnation, Eminent Domain, Temporary or Permanent taking, Adverse Possession, Dedication by adverse Use, Condemnation Proceedings, or claims brought under Florida Statute 70.001 the "Bert J. Harris Jr., Private Property Rights Protection Act" or any similar claim by whatever named called.
- War, Invasion, Acts of foreign enemies, hostiles or warlike operations, strike, lock-out, riot, civil war, rebellion, revolution, insurrection or civil commotion
- Failure to effect and maintain insurance
- Fiduciary Liability
- Pollution
- Workers' Compensation, Employers Liability and similar laws
- Nuclear
- ERISA of 1974, any similar state or local laws, and any rules and regulations promulgated thereunder and amendments thereto.
- Infringement of copyright, trademark, plagiarism, piracy or misappropriation of any ideas or other intellectual property
- Contractual Liability
- Health Care Professional or Health Care Facilities
- Prior and Pending claims
- Workers' Adjustment and Retraining Notification Act, OSHA, RICO, or ADA
- Law Enforcement Activities
- Insured vs. Insured
- Bonds, Taxes or Construction contracts
- Collective Bargaining Agreements
- Capital Improvement to make property more accessible or accommodating to disabled persons
- Punitive Damages
- Return or improper assessment of taxes, assessments, penalties, fines, fees
- Activities of any attorney-at-law, medical personnel, architect, engineer or accountant, in the scope of their professional duties, except for claims made against them as Public Officials or Employees
- Media Wrongful Act
- Access or Disclosure of Confidential or Personal Information and Data-related Liability

## Public Officials Liability/Employment Practices 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:

*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 60 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.

**Optional Extended Reporting Period** – The Public Entity shall have the right, upon payment of up to 200% of the expiring premium, to purchase an Optional Extended Reporting Period, for the period of 12 months following the effective date of the cancellation or nonrenewal, 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.

## **Option 1**

### **Cyber Liability**

Term: October 1, 2022 to October 1, 2023

Company: ACE American Insurance Company  
(Rated A++ XV by A.M. Best)

Form: Claims Made

<b>Cyber Enterprise Risk Management Policy</b>			
<b>Maximum Single Limit of Insurance</b>		\$1,000,000	
<b>Maximum Policy Aggregate Limit of Insurance</b>		\$1,000,000	
<b>First Party Insuring Agreement</b>	<b>Limit of Liability Each Claim/Aggregate</b>	<b>Retention / Waiting Period Each Incident</b>	<b>Cyber Incident Response Coach</b>
<b>Cyber Incident Response Fund</b>			
Standard Cyber Incident Response Team	\$1,000,000	\$100,000	\$100,000
Non-Panel Response Provider	\$250,000	\$100,000	\$100,000
<b>Business Interruption Loss and Extra Expense</b>	\$1,000,000	\$100,000 / 10 Hour	N/A
<b>Contingent Business Interruption and Extra Expense</b>	N/A	N/A	N/A
Unscheduled Providers	\$1,000,000	\$100,000	N/A
Scheduled Providers	N/A	N/A	N/A
<b>Digital Data Recovery</b>	\$1,000,000	\$100,000	N/A
<b>Network Extortion</b>	\$1,000,000	\$100,000	N/A
<b>Third Party Liability Insuring Agreement</b>	<b>Limit of Liability Each Claim/Aggregate</b>	<b>Retention Each Claim</b>	<b>Retro Date / Pending or Prior Proceedings Date</b>
<b>Cyber, Privacy and Network Security Liability</b>	\$1,000,000	\$100,000	Full Prior Acts / 1-23-20
Payment Card Loss	\$500,000	\$100,000	Full Prior Acts / 1-23-20
Regulatory Proceedings	\$1,000,000	\$100,000	Full Prior Acts / 1-23-20
<b>Electronic, Social and Printed Media Liability</b>	\$1,000,000	\$100,000	Full Prior Acts / 1-23-20

## Cyber Liability

### Cyber Other Terms and Conditions:

Coverage	Limit	Retention	Coinsurance
Ransomware Encounter	\$1,000,000	\$100,000	0%
Widespread Severe Known Vulnerability Exploit	\$1,000,000	\$100,000	0%
Widespread Software Supply Chain Exploit	\$1,000,000	\$100,000	0%
Widespread Severe Zero Day Exploit	\$1,000,000	\$100,000	0%
All Other Widespread Events	\$1,000,000	\$100,000	0%

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

Form #	Edition Date	Title
PF-48169	02/19	Chubb Cyber Enterprise Risk Management Policy
1701	02/91	Cyber Services Solutions
ALL-20887a	03/16	Chubb Producer Compensation Practices & Policies
PF-17914A	04/16	U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Notice
TR-19606e	08/20	Policyholder Disclosure Notice of Terrorism Insurance Coverage
PF-17993a	05/06	Notice to Policyholders
PF-46593	08/15	Trade or Economic Sanction Endorsement - Florida
ALL-39822	04/13	Notice to Our Florida Property and Casualty Policyholders Guidelines for Loss Control Plans
PF-45354	02/19	Cap on Losses from Certified Acts of Terrorism
CC-1K11j	03/21	Signatures Endorsement
PF-48285	02/19	Amendatory Endorsement - Florida
PF-48155	02/'19	Additional Insured-Blanket Pursuant to a Contract- Cyber ERM
PF-48275	02/19	Non-Malicious Computer Act – System Failure – Business Interruption and Contingent Business Interruption - Sublimit
PF-49501	02/19	Preventative Shutdown
PF-54812	06/21	General Amendatory Endorsement
PF-54814	06/21	Ransomware Encounter Endorsement
PF-54815	06/21	Widespread Event Endorsement
PF-50959	02/19	Failure to Supply Exclusion
PF-56230	12/21	Coordination of Coinsurance, Retention, and Limits of Insurance
PF-56258	02/22	Musical Work or Composition Exclusion Endorsement

## Cyber Liability

### 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 Crime (By Endorsement)**

- Computer Fraud – Third party accessing insured's computers to take money.
- Funds Transfer Fraud – Third party tricking a bank into transferring funds from insured's account.
- Social Engineering Fraud – Third party tricking an employee into transferring money.

## 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.

**Option 2**  
**Cyber Liability**

Term: October 1, 2022 to October 1, 2023

Company: Preferred Governmental Insurance Trust (*Preferred*)

Form: Claims Made – Duty to Defend

Cyber Liability		
Retroactive Date: 10/1/2011		
Coverage	Limit	Deductible
<b>Policy Limit – Annual Aggregate</b>	<b>\$2,000,000</b>	<b>Per Below</b>
<b>Third Party Liability Coverage</b>		
Privacy & Security Liability, each claim	\$2,000,000	\$25,000
Media Content Services Liability, each claim	\$2,000,000	\$25,000
PCI DSS, sublimit	\$1,000,000	\$25,000
<b>First Party Liability Coverage</b>		
Cyber Extortion & Ransomware, each claim	\$500,000	\$25,000
Data Breach & Crisis Management, each claim	\$2,000,000	\$25,000
Data Recovery, each claim	\$2,000,000	\$25,000
Business Interruption / Extra Expense, each claim	\$2,000,000	\$25,000/12 Hr.
<b>Cyber Crime, refer to form for sublimits – Annual Aggregate</b>	<b>\$250,000</b>	<b>\$25,000</b>
Social Engineering Financial Fraud*	\$250,000	\$25,000
Funds Transfer Fraud	\$100,000	\$25,000
Invoice Manipulation	\$100,000	\$25,000
<b>Utility Fraud, refer to form for sublimits – Annual Aggregate</b>	<b>\$100,000</b>	<b>\$25,000</b>
Crypto Jacking	\$100,000	\$25,000
Telecommunications Fraud	\$100,000	\$25,000
System Failure – BI/EE, sublimit	\$1,000,000	\$25,000/12 Hr.
Dependent Business Interruption – System Failure, BI/EE, sublimit	\$1,000,000	\$25,000/12 Hr..
Bricking Coverage, sublimit	\$500,000	\$25,000
Consequential Reputation Loss Period of Restoration	\$500,000 6 Months	12 Hours

\*Social Engineering Financial Fraud – Coverage shall only apply if you verify the instruction to transfer money or securities by following a pre-arranged callback or other established procedural method to authenticate the validity or the request prior to acting upon any transfer instructions.



## Cyber Liability

### Notes of Importance:

1. Defense Costs are paid in addition to policy limits.
2. Deductible does not apply to claims expense.

### Exclusions, include but not limited to:

- Deliberate Acts / Personal Profit
- Prior Acts
- Bodily Injury / Property Damage
- Employment Practices
- Ownership
- Covered Party vs. Covered Party
- ERISA/Securities
- Pollution
- Contractual except when assumed under contract
- Guarantees
- Advertising
- Business Practice
- Patent
- Privacy
- Governmental Action
- Software Responsibility
- Act of God
- Recover of Profits, Royalties and Fees
- RICO
- Trade Secrets
- War
- Infrastructure Failure electrical, mechanical, Internet, telecommunication, cable or satellite failure, fluctuation or outage not under the operational control of the Insured, however caused, including any electrical power interruption, short circuit, surge, brownout or blackout, however this exclusion shall not apply to a telecommunications fraud event.
- Governmental Orders any court order or damaged requiring the Covered Party to provide law enforcement, any administrative, regulatory or judicial body or any other governmental authority access to personally identifiable information, protected health information, or confidential business information.
- Over-Redemption price discounts, prizes, awards, coupons, or any other valuable consideration given in excess of the contracted or expected amount.

## 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:

*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 60 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.

**Optional Extended Reporting Period** – The Covered Party shall have the right to purchase an Optional Extended Reporting Period for up to 6 years following the effective date of the cancellation or nonrenewal, as shown below:

- Option 1 – 100% for 1 Year
- Option 2 – 150% for 2 Years
- Option 3 – 175% for 3 Years
- Option 4 – 250% for 6 Years

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.

## Pollution Liability

Term: October 1, 2022 to October 1, 2023

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
Aggregate Limit	\$10,750,000	\$50,000
Legal Expense Aggregate Limit of Liability (in addition to the Aggregate Limit of Liability)	\$1,075,000	
Your Location Coverage Retroactive Date: Please refer to attached policy form EVPRL015a		
Your Location Limit of Liability for each Pollution Condition	\$3,000,000	\$50,000
Your Location Aggregate Limit of Liability	\$10,750,000	Each Condition
Emergency Remediation Expense		
Emergency Remediation Expense Limit of Liability for each Pollution Condition	\$500,000	\$50,000 Each Condition
Emergency Remediation Expense Aggregate Limit of Liability	\$500,000	
Contingent Transportation Coverage		
Contingent Transportation Limit of Liability for Each Pollution Condition	\$3,000,000	\$50,000 Each Condition
Contingent Transportation Aggregate Limit of Liability	\$10,750,000	
Non-Owned Disposal Site Retroactive Date: 11/11/2011		
Non-Owned Disposal Site Limit of Liability for each Pollution Condition	\$3,000,000	\$50,000 Each Condition
Non-Owned Disposal Site Aggregate Limit of Liability	\$10,750,000	

## Pollution Liability

Coverage Form & Endorsements include but not limited to:

Form Description	Form Number
Coverage Form	EVPRCLP 0419
Your Location(s) Schedule	EVPRCL001a 0820
Retroactive Date(s) for Specific Your Location(s)	EVPRCL015a 0622
Additional Coverages for Municipalities	EVPRCL070a 1220
Legionella Coverage	EVPRCL317a 0820
Asbestos and Lead-Based Paint Exclusion Amendment	EVPRCL411a 0419
PFAS Exclusion for Specific Your Locations(s)	EVPRCL433a 1220
State of Florida Coverage for Certified Acts of Terrorism, Subject to Cap and Coverage for Other Acts of Terrorism Committed Within the United States (if accepted)	EVPRCL930a-FL 0419
Exclusion of Certified Acts of Terrorism, and Terrorism Committed Outside of United States (if rejected)	EVPRCL931a 0419
Financial Responsibility Endorsement for Aboveground and/or Underground Storage Tank(s) – Single State	EVPRCL941b 0820
State of Florida Storage Tank Financial Assurance Endorsement for Releases from Aboveground and/or Underground Storage Tank(s) for Covered Location(s) in the State of Florida Only	EVPRCL949a 0820

## 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	Municipal Golf Course One 7th Ave. N Lake Worth, FL 33460	2 – 1,000
AST	Master Pump Station 2nd Ave. & Golfview Dr. Lake Worth, FL 33460	10,000
AST	Master Pump Station 2nd Ave. & Golfview Dr. Lake Worth, FL 33460	2 – 2,000
AST	Master Pump Station 2nd Ave. & Golfview Dr. Lake Worth, FL 33460	1,450
AST	Repump Station 1910 2nd Ave. N Lake Worth, FL 33460	1,500
AST	Public Works 1749 3rd Ave. S Lake Worth, FL 33460	3 – 275
AST	Public Safety Complex 120 N. G. St. Lake Worth, FL 33460	1,000
AST	Water Treatment Plant 301 College St. Lake Worth, FL 33460	6,000

UST/AST	Covered Location	Tank Size (gallons)
AST	Water Treatment Plant 301 College St. Lake Worth, FL 33460	8,000
AST	Water Treatment Plant 301 College St. Lake Worth, FL 33460	1,000
AST	Water Treatment Plant 301 College St. Lake Worth, FL 33460	4 – 4,500
AST	Water Treatment Plant 301 College St. Lake Worth, FL 33460	3 – 2,256
AST	Water Treatment Plant 301 College St. Lake Worth, FL 33460	2 – 2,400
AST	Water Treatment Plant 301 College St. Lake Worth, FL 33460	2 – 6,770
AST	South Water Booster Station 1600 S.E. St. Lake Worth, FL 33460	1,470

AST	North Water Booster Station 22 <sup>nd</sup> Ave. N. & N. D. St. Lake Worth, FL 33460	1,470
AST	Floridian Well F-1 517 College St. Lake Worth, FL 33460	500
AST	Floridian Well F-2 1502 Lake Osborne Dr. Lake Worth, FL 33460	500
AST	Lift Station 6300 Old Congress Rd. Lake Worth, FL 33460	3,100
AST	City Hall 7 N. Dixie Hwy. Lake Worth, FL 33460	290
AST	Power Plant 117 College St. Lake Worth, FL 33460	395,000
AST	Power Plant 117 College St. Lake Worth, FL 33460	126,000
AST	Power Plant 117 College St. Lake Worth, FL 33460	2 – 28,000
AST	Power Plant 117 College St. Lake Worth, FL 33460	2 – 20,000
AST	Power Plant 117 College St. Lake Worth, FL 33460	2 – 15,600
AST	Power Plant 117 College St. Lake Worth, FL 33460	3 – 5,000
AST	Power Plant 117 College St. Lake Worth, FL 33460	2,200
AST	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, 2022 to October 1, 2023
<u>Company:</u>	Markel American Insurance Company (Rated A XV by A.M. Best)
<u>Form:</u>	Claims Made
<u>Prior and Pending Proceeding Date</u>	10/1/2012
<u>Limits of Liability:</u>	<p>\$1,000,000 Limit of Liability for all Loss (Aggregate)</p> <p>\$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</p>
<u>Deductible:</u>	\$0 Each Claim

<b>Policy Form &amp; Endorsements:</b>	<b>Form Number:</b>
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)
Removal of Statutory Indemnification Endorsement	GOV-003 (05/19)
Renewal Guarantee	GOV-004 (03/21)
Specific Matter Exclusion	GOV-043 (06/15)
Modification Endorsement	GOV-054 (05/16)

### 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.

## TULIP General Liability

Term: October 1, 2022 to October 1, 2023

Company: Markel Insurance Company  
(Rated A (Excellent) by A.M. Best)

Form: ISO Occurrence Form (04/13) with broadening coverage endorsement

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

Deductible: \$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>	<b>Class 1 – Private Invitation</b>	<b>Class 2 – Open to the Public</b>
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:

MGL 1239 – Blanket Additional Insured (when required by valid contract or agreement)  
 CG 2011 Managers or Lessor of Premises- As requested and endorsed-City of Lake Worth Beach  
 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 City of Lake Worth Beach facilities on file with company (Casino Building and Beach Complex; Osborne Community Center, Normal J Wimbley Gymnasium, Barton and Howard Pavilion, Cultural Plaza, Bryan South Pavilion and Sunset A&D Pavilion)

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 parties; 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 (auction, benefit, dance or dinner); Concert-other than rap, hip-hop, heavy metal/screamo or techno/electronic; 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 or swap meet; 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 (no inflatables/rides); 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/protests; Air shows/events; Animal obedience training; Any event and/or concerts - involving rap, hip-hop, heavy metal/screamo or techno/electronic 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 event involving an organized athletic events/competitions; Any events with over 3,000 in attendance; Any events held outside the United States; Any events involving in or on water activities; Any event/activities involving motorized vehicles, except static vehicle shows/auctions or car washes (for charity fundraising only) , 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 or raves; Dance competitions; 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); Parades or an event involving a parade; Political events (except private fundraising auctions, benefits, dances, dinners); Pumpkin chunkin events; Rodeos, Séances; Shooting events/activities (skeet/trap/clay/guns); 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. *Extended Property Damage – Expected or Intended injury resulting from use of reasonable force to protect persons or property*
2. *Non-owned watercraft – extended to 58 feet*
3. *Property Damage To Borrowed Equipment - \$10,000 each occurrence*
4. *Property Damage To Customers' Goods - \$10,000 each occurrence*
5. *Broadened Coverage – Damage to Premises Rented to You – definition expanded*
6. *Property Damage from Elevator Use*
7. *Personal and Advertising Injury From Televised Or Videotaped Material (if not professionally produced)*
8. *Medical Personnel - \$100,000 Any One Person*
9. *Broadened Definition of Insured – Newly acquired or formed organization for up to 180 days*
10. *Supplementary payments - \$2,500 bail bonds, \$500 a day loss of earnings*
11. *Knowledge or Notice of Occurrence*
12. *Unintentional Failure to Disclose All Hazards*
13. *Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation)*
14. *Mental Anguish Resulting From Bodily Injury*

15. Broadened Definition Of Mobile Equipment

16. 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: (state variations may apply)**

- Commercial General Liability Standard Exclusions
- Cap on Losses from Certified Acts of Terrorism
- Communicable Disease Exclusion
- Abuse, Molestation or Exploitation
- Asbestos
- Lead
- Nuclear Energy
- Sexually Transmitted Disease
- Unmanned Aircraft
- Employment Related Practices
- Cyber Incident, Data Compromise, and Violation of Statutes Related to Personal Data
- Silica or Silica-Related Dust Exclusion
- Fungi or Bacteria
- Total Pollution with a Building Heating, Cooling & Dehumidifying Equipment Exception and Hostile Fire Exception
- Fireworks
- E-commerce Consulting
- Operations of concessionaires, exhibitors, and/or events at your event
- Petting zoos
- Room and board liability/overnight camping
- Specified Recreational Activities – *Aircraft/Hot Air Balloon: Airport; 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 not designed to bounce on, slide on, ride on or tunnel through); Animal (injury or death to any animal, or Injury, death or property damage caused by any animal owned, rented or hired by you); Haunted Attraction; Rodeo (any rodeo activity including, but not limited to, bronco or bull riding, steer roping, team roping, barrel racing or horseback riding); Snowmobile: The ownership, operation, maintenance, use, “loading or unloading” of any snowmobile.*

- Designated Operations: *Activist rallies/marches/protests; Air shows/events; Animal obedience training; Any event and/or concerts - involving rap, hip-hop, heavy metal/screamo or techno/electronic 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 event involving an organized athletic events/competitions; Any events with over 3,000 in attendance; Any events held outside the United States; Any events involving in or on water activities; Any event/activities involving motorized vehicles, except static vehicle shows/auctions or car washes (for charity fundraising only); Battle reenactments; Bonfires; Cannabis related events; Christmas tree sales/lots; Cinematography or photography events for commercial use; Circuses; Color party or foam party or raves; 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); Parades or an event involving a parade; Political events (except private fundraising auctions, benefits, dances, dinners); Pumpkin chunkin events; Rodeos, Séances; Shooting events/activities (skeet/trap/clay/guns); Tailgating events (unless reported prior and approved by K&K); Tractor pulls; Union meetings; Walks/running events*

***Notable Endorsements (subject to state variations):***

*o Changes – Master Policy*

*o Earned Premium – 100% at inception*

*o Event Provision- 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.*

## UNMANNED AIRCRAFT

Term: October 1, 2022 to October 1, 2023

Company: GLOBAL AEROSPACE  
 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

Limits of Liability: \$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%



## 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 Coverage	
C025	Electronic Data Recognition Exclusion Limited Coverage	
C036	Expenses for Medical Services	\$5,000 each occurrence
C039	Liability for Sale of Aircraft, Aircraft Parts or Services	
C054	Terrorism (TRIA) Coverage - Hull & Liability	
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 System	
D004	TRIA Disclosure	
S018	Florida Amendatory	

## Premium Recapitulation

### Page 1 of 3

	<u>Annual Premium</u>	<u>Check Option</u>	
		<u>Accept</u>	<u>Reject</u>
<b><i>Preferred Package</i></b>			
Property including Equipment Breakdown	\$258,599.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Inland Marine	\$3,290.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Crime / Employee Dishonesty	\$1,382.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>
General Liability	\$60,985.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Deadly Weapon Protection*	Included		
Automobile Liability	\$27,890.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Excess Workers Compensation	\$71,660.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Package Payment Plan:	Annual	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**\*Deadly Weapon Protection Coverage:** 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.

**All lines of coverage must be accepted in order to bind coverage with Preferred.**

<b>Utility Property</b>			
Premium	\$800,000.00		
Engineering Fee	\$7,000.00		
FIGA Surcharge	\$16,000.00		
<b>Total Premium</b>	<b>\$823,000.00</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<i>Optional - Certified Terrorism</i>	\$13,968.00 (Plus fees)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<i>Optional - Non-Certified Terrorism</i>	\$1,552.00 (Plus fees)	<input type="checkbox"/>	<input checked="" type="checkbox"/>

## Premium Recapitulation

### Page 2 of 3

	<u>Annual Premium</u>	<u>Check Option</u>	
		<u>Accept</u>	<u>Reject</u>
<b>Public Officials Liability</b>			
<i>Option 1 - Ace American Ins. Co</i>	<b>Not to Exceed \$60,000.00</b>		
<i>Option 2 - Preferred</i>	\$69,227.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Cyber Liability</b>			
<i>Option 1: Ace American Premium</i>	\$66,795.00		
FL State Surcharge	\$1,335.91		
Total Premium	<hr/> \$68,130.91	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<i>Option 2: Preferred</i>	\$39,780.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Pollution Liability</b>	\$42,218.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<i>Optional - Terrorism</i>	\$422.18	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Fiduciary Liability (Firefighters Pension Trust)</b>			
Premium	\$5,845.00		
FL State Surcharge	\$117.00		
<b>Total Premium</b>	<hr/> \$5,962.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Tenant Users Liability Insurance Program (TULIP)</b>	\$2,500.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Premium Recapitulation  
Page 3 of 3

	<u>Annual Premium</u>	<u>Check Option</u>	
		<u>Accept</u>	<u>Reject</u>
<b>Drone Liability</b>			
Premium	\$2,871.00		
FL State Surcharge	\$57.00		
<b>Total Premium</b>	<div><div></div><div>\$2,928.00</div></div>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

I authorize Brown & Brown to request the underwriters to bind coverage on the items indicated above and acknowledge receipt of the Compensation and Financial Condition Disclosure(s) provided in this proposal.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name & Title)

\_\_\_\_\_  
(Date)

**Notes of Importance:**

1. Quotes provided in the proposal are valid until 10/01/2022. 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. **With the exception of Workers' Compensation, 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 Brown & Brown. 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 <http://www.bbinsurance.com/customerinquiry/>.

## ***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 2022 – 2023 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

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Risk Management Associates, Inc., 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.

<b>Named Insured:</b>	City of Lake Worth Beach
<b>Line of Coverage(s):</b>	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
<b>Policy Number(s):</b>	PX2FL1 0502013 21-12
<b>Policy Period(s):</b>	10/1/22 – 23
<b>Date of Notice:</b>	8/30/22

\* 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	A	Excellent
Secure	A-	Excellent
Secure	B++	Very Good
Secure	B+	Very Good
Vulnerable	B	Fair
Vulnerable	B-	Fair
Vulnerable	C++	Marginal
Vulnerable	C+	Marginal
Vulnerable	C	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

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	III	\$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
	XI	\$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

Brown & Brown 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

Pollution Liability

Type of Insurance

PEC004832005

Renewal of Policy Number

10/1/22 - 23

Effective/Expiration Date of Coverage

Florida

State