ITEM III.

# PROPOSED AGENDA LAS VEGAS-CLARK COUNTY LIBRARY DISTRICT Board of Trustees' Risk Management Committee Meeting June 10, 2021

DATE: Thursday, June 1, 2021

TIME: 4:00 p.m.

PLACE: East Las Vegas Library

2851 East Bonanza Road Las Vegas NV 89101

The Risk Management Committee, comprised of Elizabeth Foyt, Committee Chair; Sandra Ramaker, Nathaniel Waugh, and Felipe Ortiz, ex-officio, all members of the Las Vegas-Clark County Library District Board of Trustees', will meet with a representative from USI Insurance Services, the District's Broker of Record for property and casualty insurance, for presentation of the Broker's recommendation for property and casualty insurance and public officials and employment practices liability insurance contract award for the policy year commencing on July 15, 2021 and to discuss staff's review and recommendations regarding both.

#### I. Roll Call

#### II. Public Comment

Topics raised under this item must be limited to matters on today's Agenda. Anyone wishing to speak during this item must sign up on the roster provided prior to the public comment period. The sign-up must include the commenter's name, legal address, and the agenda item that is being commented on. Commenters should state if they want their remarks included in the minutes of the meeting. If there is no agenda item listed, the person will be called on at the end of the meeting.

Remarks by speakers during the public comment period shall be limited to three (3) minutes, each. A speaker may not transfer time to another speaker; although, the Chair has the authority to grant additional time to a speaker.

Anyone wishing to comment via email under this item must send an email to boardcomments@lvccld.org. The email must include the commenter's name, legal address, and the agenda item that is being commented on. Email comments are limited to 500 in words in length and must also identify whether the commenter wants their remarks to be included in the minutes of the meeting. Any comments which do not state the commenter's name, legal address, or exceed 500 words in length shall not be considered.

Any comments which do not identify an agenda item will be read at the end of the meeting.

Agenda – Board of Trustees' Risk Management Committee Meeting June 10, 2021 Page 2

The public comment period at library district board meetings shall be limited to a maximum of forty-five (45) minutes for both periods of public comment. Remarks by speakers during the public comment period shall be limited to three (3) minutes, each. A speaker may not transfer time to another speaker; although, the chair has the authority to grant additional time to a speaker. When more than fifteen (15) people wish to comment, the chair shall proportionately reduce the time allotted to the forty-five minute maximum.

#### III. Committee Action to accept Proposed Agenda

#### IV. New Business:

Discussion and possible Committee action regarding a report from the District's Broker of Record regarding its recommendation for contract award for property and casualty insurance and public officials and employment practices liability insurance for the policy year commencing on July 15, 2021.

#### V. Public Comment

Topics raised under this item cannot be acted upon until the notice provisions of the open meeting law have been met. If you wish to make public comment on this item, you must sign up on the roster provided prior to the public comment period. The sign-up must include the commenter's name and legal address, and this agenda item. Commenters should state if they want their remarks included in the minutes of the meeting.

Remarks by speakers during the public comment period shall be limited to three (3) minutes, each. A speaker may not transfer time to another speaker; although, the Chair has the authority to grant additional time to a speaker.

Anyone wishing to comment via email during the meeting must send an email to boardcomments@lvccld.org. The email must include the commenter's name, legal address, and this agenda item. Email comments are limited to 500 in words in length and must also identify whether the commenter wants their remarks to be included in the minutes of the meeting. Any comments which do not state the commenter's name, legal address, or exceed 500 words in length shall not be considered.

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minute maximum.

#### VI. Adjournment

NOTE: AT ANY TIME, ANY ITEM ON THIS AGENDA MAY BE TAKEN OUT OF ORDER, COMBINED WITH ONE OR MORE OTHER ITEMS ON THE AGENDA OR REMOVED FROM THE AGENDA, EITHER AT THE DISCRETION OF THE CHAIR OR BY VOTE OF THE BOARD.

NOTE: REASONABLE EFFORTS WILL BE MADE TO ASSIST AND ACCOMMODATE PERSONS WITH PHYSICAL DISABILITIES DESIRING TO ATTEND THE MEETING. PLEASE CALL ALLISON BOYER AT (702) 507-6186 SO THAT ARRANGEMENTS FOR ATTENDANCE MAY BE MADE.

Pursuant to NRS 241.020, this item has been properly noticed and posted online at the Las Vegas-Clark County Library District website, <a href="www.lvccld.org">www.lvccld.org</a>, and at Nevada Public Notice at <a href="https://notice.nv.gov">https://notice.nv.gov</a>. Written notice of the meeting of the Las Vegas-Clark County Library District Board of Trustees was given on Saturday, June 9, 2020, i.e., given at least three (3) working days before the meeting, including in the notice the time, way to access the meeting, and agenda of the meeting:

- A. By delivering a copy of the notice to each Library Trustee;
- B. By posting a copy of the notice at the principal office of the Library Trustees, or if there is no principal office, at the building in which the meeting is to be held, and at least three other separate, prominent places within the jurisdiction of the Trustees, to wit:
  - Clark County Library 1401 E. Flamingo Road Las Vegas, NV 89119
  - East Las Vegas Library
     2851 E. Bonanza Road
     Las Vegas, NV 89101
  - 3. Summerlin Library 1771 Inner Circle Drive Las Vegas, NV 89134
  - 4. Sunrise Library 5400 Harris Avenue Las Vegas, NV 89110
  - 5. West Charleston Library 6301 W. Charleston Boulevard Las Vegas, NV 89146

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- 6. West Las Vegas Library 951 W. Lake Mead Boulevard Las Vegas, NV 89106
- 7. Windmill Library 7060 W. Windmill Lane Las Vegas, NV 89113
- 8. Las Vegas-Clark County Library District website www.lvccld.org
- C. By mailing a copy of the notice to each person, if any, who has requested notice of the meetings of the Las Vegas-Clark County Library Board of Trustees in the same manner in which notice is requested to be mailed to a member of the Library Board of Trustees.
- D. Webex Connection information:

https://lvccld.webex.com

Event number (access code): 187 197 0622

Password: 061021-CMTE

Join by phone: +1 (408) 418-9388

Use same meeting number

Join from a video system or application: Dial 1871970622@lvccld.webex.com

You can also dial <u>173.243.2.68</u> and enter your meeting number.



#### ITEM IV.

#### **AGENDA ITEM**

### JUNE 10, 2021 MEETING OF THE BOARD OF TRUSTEES' RISK MANAGEMENT COMMITTEE

#### Agenda Item # IV.:

Discussion and possible Committee action regarding a report from the District's Broker regarding recommendation for contract award for property and casualty insurance and public officials and employment practices liability insurance for the policy year commencing on July 15, 2021.

#### **Background:**

The District's property and casualty insurance and public officials and employment practices liability insurance policies renew on July 15<sup>th</sup>. USI Insurance Services, Broker of Record, conducted a thorough review of the District's current policies and coverages and prepared a proposed insurance package and recommendation for contract award. The Board of Trustees' Risk Management Committee is scheduled to meet with the Broker of Record prior to the Board meeting for presentation of the Broker's proposal and to discuss staff's review and recommendation for contract award. The Risk Management Committee will bring forward a recommendation for contract award to the Board of Trustees at the June 10<sup>th</sup> meeting.

#### **Recommended Action:**

Motion to recommend to the Board of Trustees t	that a contract for property and
casualty insurance and public officials and emple	oyment practices liability insurance
be awarded through USI Insurance Services to	* a
an annual premium, not to exceed \$	*, for the policy year
commencing on July 15, 2021, subject to final r	eview by Counsel.

<sup>\*</sup> Insurance companies and amount to be recommended by Risk Management Committee.



# Las Vegas-Clark County Library District

Proposal of Insurance

**Line(s) of Coverage:** Package, Auto, Umbrella, Management Liability, Cyber Liability, Crime Coverage, Environmental Liability, Kidnap & Ransom and Active Assailants Coverage

Policy Term: July 15, 2021 to July 15, 2022

Presented by:

Brandon Lewis, CPCU, ARM-P Vice President – Commercial Property & Casualty

Jennifer Fryer, CIC Account Executive – Service Team Lead

USI Insurance Services LLC 5355 Kietzke Lane, Suite 101 Reno, NV 89511 Direct: (775) 335-2120 Fax: (610) 537-2335

USI Insurance Services LLC 8311 West Sunset Road, Suite 120 Las Vegas, NV 89113 Direct (775)-335-2120 Fax: 610-537-2247

www.usi.com

June 1, 2021

Products and services are offered through USI Insurance Services LLC.

This is a coverage summary, not a legal contract. This summary is provided to assist in your understanding of your insurance program. Please refer to the actual policies for specific terms, conditions, limitations and exclusions that will govern in the event of a loss. Specimen copies of all policies are available for review prior to the binding of coverage. Higher limits and additional coverage may be available. Please contact us if you are interested in additional quotes



Proposal of Insurance

Proposed Policy Term: 7/15/2021 to 7/15/2022

### Service Team

#### **Sales Executives**

Provides management of your overall account and brings all of our resources together for your benefit.

#### **Account Executive**

Responsible for completing all technical transactions regarding the delivery and maintenance of insurance and underwriting services.

#### **Account Representative**

Primary contact for day-to-day service. Handles questions you may have, monitors your account, processes endorsement requests and invoices.

#### **Risk Control**

Conducts site inspections, provides loss control insights, and acts as your advocate in relation to carrier loss control representatives.

**Certificates of insurance** 

**Office Telephone Numbers** 

Office hours

#### Brandon Lewis, CPCU, ARM-P

Direct: (775) 335-2113 Mobile: (775) 453-4297 <u>brandon.lewis@usi.com</u>

Jennifer Fryer, CIC

Direct: (775) 335-2107 jennifer.fryer@usi.com

Tracey Espinosa, CIC, CISR

Direct: (775) 335-2106 tracey.espinosa@usi.com

Chris Gorham, CFPS CEAS

Direct line: (916) 883-0570 Cell 916-761-1564 <u>chris.gorham@usi.com</u>

Please contact your account team for

any certificate needs.

Main office: (775) 335-2120

Fax: (610) 537-2335

8 a.m. to 5 p.m. Pacific Time Zone M-F

### **Marketing Summary**

Insurer	Line(s) of Coverage	Response	Notes
Travelers Insurance Companies	Property General Liability Management Liability Umbrella Crime & Cyber Liability	Quoted	See Premium Summary  Crime / Cyber Liability Package see comments below
Great American	Assault Expense/Threat Response and Kidnap & Ransom	Quoted	See Premium Summary
Indian Harbor	Active Assailants Coverage	Quoted	See Premium Summary
Philadelphia / Tokyo Marine Specialty	Environmental Tank Coverage	Quoted	See Premium Summary
Travelers Insurance Companies	Cyber Liability & Crime Package	Offered 30 day extension	Travelers advised before they can offer renewal terms the insured must confirm in writing that all MFA cyber controls have been implemented - see MFA Attestation They are offering 30 day extension to start at \$1,145 to allow time to implement the MFA controls
Philadelphia	Cyber Liability	Declined to quote	Underwriting guidelines / not writing government entities at this time
Chubb	Cyber Liability	Declined to quote	Underwriting guidelines / not writing government entities at this time
Great American	Cyber Liability	Declined to quote	Underwriting guidelines – Insured does not have MFA controls, lack of phishing exercises, RDP controls
Benchmark c/o Cowbell	Cyber Liability	Quoted	See premium summary/ comparison
Corvus (Non-Admitted)	Cyber Liability	Quoted	See premium summary/ comparison
Coalition (Non- Admitted)	Cyber Liability	Quoted	See premium summary/ comparison
Great American	Crime	Quoted	See premium summary/ comparison
Chubb	Crime	Quoted	See premium summary/ comparison

This proposal is merely a descriptive summary of coverage provided by the insurance companies being proposed and should be used for reference purposes only. This is a quotation of coverage only. It is not a binder. This proposal does not amend or alter the insurance contract. Please refer to the policy contract for specific terms, conditions, limitations, and exclusions. Confidential. © 2021 USI Insurance Services LLC. All Rights Reserved.

### **Premium Summary**

Coverage	Expiring Premiums 2020-2021	Renewal Premiums 2021-2022
Insurance Carrier	Travelers	Travelers
Property	\$159,019.00	\$161,003.00
Inland Marine	\$409.00	\$430.00
Commercial General liability	\$23,642.00	\$24,168.00
Commercial Automobile	\$56,418.00	\$68,736.00
Executive Liability (Public Officials & Employment Practices Liability)	\$35,071.00	\$36,930
Commercial Umbrella/Excess Liability	Limit \$20,000,000	Limit \$20,000,000
	\$33,235.00	\$29,934.00
Subtotal	\$307,794.00	\$321,201.00
Insurance Carrier:	Travelers	Chubb
Crime	\$5,877.00	\$5,908.00
Insurance Carrier:	Travelers	Benchmark c/o Cowbell
Cyber Liability	\$7,599.00	\$11,344.00
Insurance Carrier:	Tokio Marine	Tokio Marine
Tank Environmental Liability (Windmill Library Location) UCPM Broker Fee NV Surplus Lines Tax NV Surplus Lines Filing Fee Total Cost	\$757.00 \$150.00 \$31.75 <u>\$3.63</u> <b>\$942.38</b>	\$795.00 \$150.00 \$33.08 <u>\$3.78</u> <b>\$981.86</b>
Insurance Carrier	Great American	
Kidnap & Ransom Includes Threat Response Coverage	\$1,709.00	\$1,829.00
Insurance Carrier	Indian Harbor	
Active Shooter/Assailant Coverage Policy Fee NV Surplus Lines Tax NV Surplus Lines Filing Fee Total Cost	\$5,142.00 \$250.00 \$188.72 <u>\$21.57</u> <b>\$5,602.29</b>	\$5,142.00 \$250.00 \$188.72 \$21.57 <b>\$5,602.29</b>
Insurance Carrier	Atlantic Specialty	Atlantic Specialty
Tenant User Liability & Third-Party Property Damage (facility users pay premiums)	\$0 deposit	\$0 deposit
Total Annual Cost	\$329,523.67	\$357,595.15
	Annual Variance	8.52%

This proposal is merely a descriptive summary of coverage provided by the insurance companies being proposed and should be used for reference purposes only. This is a quotation of coverage only. It is not a binder. This proposal does not amend or alter the insurance contract. Please refer to the policy contract for specific terms, conditions, limitations, and exclusions. Confidential. © 2021 USI Insurance Services LLC. All Rights Reserved.

### **Premium Summary & Quote Options**

#### \*Umbrella / Excess Liability quote options:

Umbrella/Excess Liability	Option #1	Option #2
Limit of Liability	\$15,000,000	\$20,000,000
Annual Premium	\$29,934.00	\$39,783.00

	Renewal Premium 2021-2022 Option #1	Renewal Premiums 2021-2022 Option #2
<b>Total Annual Cost</b>	\$347,746.15	\$357,595.15
Annual Variance	5.53%	8.52%

#### **Notable items Travelers**;

- ➤ Property, General Liability, Auto, Management Liability and Umbrella agreed rate increase with carrier of 7% with a \$15,000,000 Umbrella/Excess Liability policy limit
- Auto premium increase is due to claims history and carrier rate increase
- Cyber Liability incumbent carrier could not offer renewal terms due to MFA controls not in place. Travelers placed expiring policy on a package for the Crime & Cyber Liability

Travelers is offering a 30 day extension – for \$1,145 to allow time to implement MFA controls. They noted additional extension could be reviewed, but will need timeframe on when MFA will be implemented.

#### Great American Kidnap & Ransom Coverage (including Threat Response Coverage) Quote options:

Coverage Assault Threat / K&R	Option #1	Option #2
Limit of Liability	\$1,000,000	\$3,000,000
Annual Premium	\$1,829	\$3,243
3 Year Pre-paid Premium	\$4,756	\$8,432

# Premium Summary & Quote Options

### **Crime quote comparison/options:**

Insurance Carrier	Trav	velers	Chubb		Chubb Great American		merican
Coverage	Limit	Deductible	Limit	Deductible	Limit	Deductible	
Employee Theft –Per Loss Coverage	\$1,000,000	\$10,000	\$1,000,000	\$10,000	\$1,000,000	\$10,000	
ERISA	Not covered		Not covered		Not covered		
Forgery or Alteration	\$1,000,000	\$10,000	\$1,000,000	\$10,000	\$1,000,000	\$10,000	
On Premises	\$1,000,000	\$10,000	\$1,000,000	\$10,000	\$1,000,000	\$10,000	
Outside Premises/ In Transit	\$1,000,000	\$10,000	\$1,000,000	\$10,000	\$1,000,000	\$10,000	
Money Orders and Counterfeit Money	\$1,000,000	\$10,000	\$1,000,000	\$10,000	\$1,000,000	\$10,000	
Computer Crime -Computer Fraud -Computer Program and Electronic Data Restoration Expense	\$1,000,000 \$1,000,000	\$10,000 \$10,000	\$1,000,000 \$1,000,000	\$10,000 \$10,000	Computer Hacking \$1,000,000	\$10,000	
Personal Accounts Forgery or Alteration	\$1,000,000	\$10,000	\$1,000,000	\$500,000	Included under forgery or alteration	Insuring agreement	
Funds Transfer Fraud	\$1,000,000	\$10,000	\$1,000,000	\$10,000	Not quoted	\$10,000	
Claim Expense	\$5,000	\$0	\$100,000	<b>\$</b> 0	\$5,000	\$o	
Fraudulently Induced Transfers aka Social Engineering	\$100,000	\$10,000	\$50,000	\$10,000	\$100,000	\$10,000	
Corporate Credit Card Fraud	Pending		\$50,000	\$10,000	\$1,000,000	\$10,000	
Telephone Toll Fraud	Pending		\$100,000	\$5,000	Not offered/ quoted		
<b>Estimated Premium</b>		ng – see nts below	\$5,908.00		\$5,9	\$5,927.00	

Prepared for: Las Vegas-Clark County Library District

Proposed Policy Term: 7/15/2021 to 7/15/2022

### Premium Summary (Quote Options)

#### **Crime quote options Continued:**

Travelers – Cyber & Crime Package - in order for the carrier to proceed quoting the package they will need all MFA controls marked yes. Carrier is offering a 30 day extension for \$1,145 to implement controls. They noted if additional 30 day extension is needed to implement controls they would review and issue as needed.

**Great American - quote subject to** completion of Fraudulently Induced Transfers supplemental and carrier review of controls. Additional questions may be required & terms are subject to change.

#### **Chubb / Federal Insurance Company – quote options:**

Limit	Premium
\$1,000,000 / Deductible \$10,000	\$5,908.00
\$2,000,000 / Deductible \$10,000	\$10,793.00
\$3,000,000 / Deductible \$10,000	\$13,835.00

Inquired with carrier if they can offer a higher FIT / Social Engineering limit - this coverage also offered under Cyber policy.

Policy Term: 07/15/2021 to 07/15/2022

### Premium Summary – Cyber Quote Options / Comparison

Insurance Carrier:	EXPIRIN	Travelers EXPIRING TERM 2020-2021		Cow 2021-	Benchmark c/o Cowbell 2021-2022 Option #1		Corvus / Hudson (Non-Admitted) 2021-2022 Option #2		Coalition – Lloyds (Non-Admitted) 2021-2022 Option #3	
Coverage	Limit of Insurance	Retention / Waiting Period		Limit of Insurance	Retention / Waiting Period	Limit of Insurance	Retention / Waiting Period	Limit of Insurance	Retention / Waiting Period	
Policy Aggregate Limit	\$1,000,000	-		\$1,000,000	-	\$1,000,000	-	\$1,000,000	-	
<b>Liability Coverage</b>			Renewal							
Privacy & Security Coverage	\$1,000,000	\$5,000	Quote	\$1,000,000	\$25,000	\$1,000,000	\$25,000	\$1,000,000	\$25,000	
Payment Card Costs (PCI)	\$500,000	\$5,000	Pending	\$1,000,000	\$25,000	\$1,000,000	\$25,000	\$1,000,000	\$25,000	
Media Act Liability	Not Covered		MFA	endorsement	\$25,000	\$1,000,000	\$25,000	\$1,000,000	\$25,000	
Regulatory Proceedings	\$500,000	\$5,000	Controls	\$1,000,000	\$25,000	\$1,000,000	\$25,000	\$1,000,000	\$25,000	
<b>Breach Response</b>			Being							
Privacy Breach Notification	\$500,000	\$5,000	implemented	\$1,000,000	\$25,000	\$1,000,000	\$25,000	\$1,000,000	\$25,000	
Cowbell Breach Fund: Public Relations Computer & Legal	\$500,000	\$5,000		\$1,000,000	\$25,000	Included	\$25,000	\$1,000,000	\$25,000	
Betterment	\$100,000	None		Extra expense	25%	Not offered	<mark>n/a</mark>	pending		
Cyber Extortion	\$500,000	\$5,000		\$1,000,000	\$25,000	\$1,000,000	\$25,000	\$1,000,000	\$25,000	
Data Restoration	\$500,000	\$5,000		\$1,000,000	\$25,000	\$1,000,000	\$25,000	\$1,000,000	\$25,000	
Bricking	Included	\$5,000		\$500,000	\$25,000	\$1,000,000	\$25,000	\$1,000,000	\$25,000	
Cyber Crime										
Social Engineering Fraud, Funds Transfer Fraud & Invoice Manipulation	See Crime			Shared limit \$350,000	\$25,000	\$250,000	\$25,000	pending		
Computer Fraud	See Crime			\$250,000	\$25,000	\$250,000	\$25,000	Service Fraud?	\$25,000	

Policy Term: 07/15/2021 to 07/15/2022

### Premium Summary – Cyber Quote Options / Comparison

Insurance Carrier:	Trav EXPIRIN 2020	IG TERM	Travel Pendi 2021-2	ng	Benchmark c/o Corvus / Hudson Coalition — I Cowbell (Non-Admitted) (Non-Admited) 2021-2022 2021-2022 2021-20 Option #1 Option #2 Option #		(Non-Admitted) 2021-2022		lmitted) ·2022	
	Limit of Insurance	Retention / Waiting Period			Limit of Insurance	Retention / Waiting Period				
<b>Business Loss</b>										
<b>Business Interruption</b>	\$500,000	8 hours	Renewal		\$1,000,000	12 hours	\$1,000,000	6 hours	\$1,000,000	8 hours
Dependent / Contingent Business Interruption	\$100,000	8 hours	Quote		\$1,000,000	12 hours	\$1,000,000	6 hours	\$1,000,000	8 hours
IT Provider System Failure	\$500,000	8 hours	Pending		\$1,000,000	12 hours	Included	6 hours	Included	6 hours
Other Provider Sys. Failure	\$100,000	8 hours	MFA		Pending		Included	6 hours	Included	6 hours
Reputation Harm	\$250,000	\$5,000	Controls		\$500,000	-	\$1,000,000	6 hours	\$1,000,000	14 day waiting
System Failure	\$500,000	8 hours	Being implemented		\$1,000,000	\$25,000 / 12 hours	\$1,000,000	6 hours / 6 month indemnity period	pending	
Other Terms										
Knowledge Date / P&P Date	07/15/20	-			Will match	-	Will match	-	Will match	-
Retroactive Date	Full prior acts	-			Full prior acts	-	Full prior acts	-	Full prior acts	-
Defense Costs	Inside Limits	-			Outside	-	Inside Limits	-	Inside Limits	-
Settlement Provision	70/30	-			70/30	-	Pending		pending	
Annual Premium	\$7,599.00	-			\$11,474.00	-	\$17,782.00		\$20,622.00	
AM Wins Broker Fee	n/a	-			\$750.00	-	\$445.00		\$300.00	
NV Surplus Lines Tax	n/a				n/a		\$637.95		\$732.27	
NV Surplus Lines Filing Fee	n/a				n/a		\$72.91		\$83.69	
<b>Total Annual Cost</b>	\$7,599.00	-			\$12,224.00	-	\$18,937.85		\$21,737.96	

Proposal date: June 2, 2021

Cyber Liability Coverage Comparison Policy Term: 07/15/2021 to 07/15/2022

### Premium Summary - Cyber Quote Options / Comparison

#### **Benchmark / Cowbell – Notable items:**

➤ Prior Acts: Offered on all coverage lines except reputational harm, coverage is effective at inception date Betterment: included in the Extra Expense, carrier will pay 25% to improve security/Systems.

See Proposal for carrier terms and conditions

#### Definition of media –

Media Incident means any actual or alleged:

- (1) Defamation, slander, libel, or product disparagement alleged by a person or organization that claims to have been defamed, slandered or libeled, or by a person or organization that claims that his, her or its products have been disparaged;
- (2) Appropriation of name or likeness or publicity that places a person in a false light; or public disclosure of private facts;
- (3) Infringement of title, slogan, trademark, trade name, trade dress, service mark or service name:
- (4) Copyright infringement, plagiarism, or misappropriation of information or ideas; or
- (5) Improper deep linking or framing;

directly resulting from the Insured Organization's business in the course of gathering communicating, reproducing, publishing, disseminating, displaying, releasing, transmitting, or disclosing Media Material, including social media authorized by the Insured to the public.

Media Incident shall not include false advertising or labeling on the Insured's products of services.

SECTION II. DEFINITIONS of the Policy is amended by the addition of the following definition:

**Media Material** means any data, text, sounds, numbers, images, graphics, videos, streaming content, webcasts, podcasts, or blogs but does not mean computer software or the actual goods, products, or services described, referenced, illustrated, or displayed in such **Media Material**.

**Travelers** advised before they can offer renewal terms the insured must confirm in writing that all MFA cyber controls have been implemented - see MFA Attestation They are offering 30-day extension to start at \$1,145 to allow time to implement the MFA controls

### **Exposure Summary**

Exposures	2020-2021	2021-2022	Variance
Property – Total Insured Value (TIV)	\$288,084,890	\$284,094,509	-1%
Permanent Art Inventory	\$757,086	\$761,775	+.006%
# of Vehicles	33	33	Flat
Estimated Revenue	2019 = \$70,936,707	2020= \$70,531,917	006%
Number of Employees	FT = 339 <u>PT = 406</u> 745	FT = 309 <u>PT = 329</u> 638	-14%
	Volunteers = 533	Volunteers = 464	-13%

Prepared for: Las Vegas-Clark County Library District

Proposed Policy Term: 7/15/2021 to 7/15/2022

# Premium Overview - Agency Bill Payment Options

We sincerely appreciate the opportunity to service your insurance needs. We believe good credit relationships are established by making our clients aware in advance of the terms of our payment procedures.

Please note that USI Insurance Services LLC and its subsidiaries and affiliates do not provide customer financing.

In some instances, you will receive invoices covering additions or changes to your coverage, endorsements. These invoices are payable upon receipt. You will receive a monthly statement of your account as a reminder as we realize that it is occasionally possible to miss a payment through oversight. Accounts with payments past due are subject to cancellation for non-payment. This is a serious situation as your insurer may refuse to reinstate coverage even if payment is made later. Accounts are subject, but not limited to, reasonable attorney fees, interest, collection fees and/or court costs incurred in connection with collection of past due balances.

PAYMENTS: Please remember to return the remittance copy of the invoice with your payment in the provided envelope. Otherwise, all payments will be applied to your oldest balance or left as unapplied if we cannot identify the applicable invoice being paid.

CREDITS: Credit invoices may be applied against other invoices due us. Please indicate in your remittance or contact us as to where to apply credit invoices on your account.

These payment procedures will apply for any and all policy renewals or future business written.

If you have any questions concerning our payment procedures or any other matters pertaining to account payments, please contact your insurance representative.

### **Direct Bill and Premium Finance Notification**

If coverage is issued on a direct bill basis, i.e. billed to you directly by your insurance company, or if you select to have your premium financed through a premium finance company, please note the following information.

If your premium payment does not reach the carrier by the due date, they may send out a notice of late payment, or intent to cancel. Copies of these notices may not be received by USI Insurance until after the policy has been cancelled. In the event that you receive such a notice, please contact our office immediately.

### **Payment Information**

Payment address: USI Insurance Services, LLC

P.O. Box 66119

Virginia Beach, VA 23466

Mailing and parcel

delivery:

USI Insurance Services, LLC

5355 Kietzke Lane, Suite 101

Reno, NV 89511

**Wiring Instructions:** If you wish to wire your payment, please contact your service

team member for wiring instructions.

**Premium due:** Policy Effective Date or Invoicing Date – whichever is later.

Prompt payment is required. If you would like more information

on payment options, please contact your sales executive.

### Subjectivities

The proposed coverage is subject to the following:

#### Travelers - Package - Property - Lability, Auto & Umbrella:

Sign bind order attached

#### **Commercial Automobile:**

 This quotation is based on our understanding that all insured drivers have satisfactory driving records. As part of our underwriting review, we are obtaining Motor Vehicle Reports on all named drivers.

#### **Inland Marine:**

• In order to schedule your lifts and other equipment items we will need a value per item. A schedule was provided for the lifts, however there were not values reported.

#### **Travelers – Cyber Liability / Crime:**

• Carrier could not offer renewal terms due to MFA controls not in place per the Cyber Liability application. Travelers placed expiring policy on a package for the Crime & Cyber Liability.

Travelers is offering a 30 day extension – for \$1,145 to allow time to implement MFA controls. They noted additional extension could be reviewed, but will need timeframe on when MFA will be implemented.

#### Federal Insurance Company (Chubb) Crime:

Completed signed and dated Chubb Crime application – attached

#### **Great American:**

#### **Kidnap & Ransom**

• Please confirm no threats or incidents that could give rise to a claim under this policy on/after 6/15/2021, as we require this within 30 days of the effective date.

#### Crime

 Please complete, sign & date the Great American Governmental Application & Fraudulently Induced Transfers (FIT) questionnaire. Additional questions may be required & terms are subject to change.

#### Cowbell / Benchmark - Cyber Liability -

- Cowbell Application signed and dated within 30 days prior to binding.
   (confirming if carrier will bind with other carrier application pending response)
- If the applicant had prior cyber coverage, please provide 5 years of loss runs. *submitted*

### Subjectivities

#### **Indian Harbor - Active Assailant Coverage**

#### **Subject to:**

1. Warranted no known or reported losses, threats or incidents likely to give rise to a claim in the last 5 years whether Insured or not.

#### **Notable conditions**

- This is a Non-Admitted Company.
- Policy fees are fully earned at inception
- No flat cancellation.
- 100% minimum earned premium.
- Defense costs are inside the limit of liability.
- OFAC Endorsement
- Transmission & Distribution lines are excluded

# Disclosure of Premium for Certified Act(s) of Terrorism Coverage – Not included in premium summary

The premium charged for Certified Act(s) of Terrorism is **\$4,989** and does not include any charges for the portion of loss covered by the U.S. Federal Government as set forth in the federal Terrorism Risk Insurance Program (hereinafter the "Program") established by TRIA.

Coverage is excluded unless you include and pay the additional premium above.

#### Tokio Marine (Philadelphia ) Tank Environmental –

Subject to

Per our previous correspondence and the renewal application you noted possible work to the tanks The policy has a 10 day requirement to notify of any work being done. Our claims team can notify the carrier or you/your insured can, but please make sure they properly notify 10+ Philadelphia before beginning the work, so that they are in proper compliance.

- C. In the event that during the policy period, an underground storage tank is scheduled to be voluntarily upgraded, removed or replaced, then as a condition precedent for coverage under this policy, at least ten (10) days prior to such upgrade, removal or replacement, the insured must provide us with written notice of the upgrade, removal or replacement as set forth in Paragraph VIII. A., above,
  - Signed application

### Named Insureds

**Note:** Any entity not named as an insured may not be covered under this policy. This includes partnerships, joint ventures and newly formed entities of any type.

#### **Named Insureds**

Las Vegas-Clark County Library District (First Named Insured)

#### **Additional Named Insureds (Travelers)**

- Mesquite QALICB, Inc. (location 160 W. First Street North, Mesquite, NV 89027)
- COCRF Investor 99, LLC (location 2851 E. Bonanza Road, Las Vegas, NV 89101)

Only the Named Insureds shown above are included in this proposal. If any Named Insureds are not shown above and should be included for coverage, please notify us immediately.

### **Location Schedule**

Loc #	Description Address		City	State	Zip Code
1	Bunkerville Library	150 West Virgin St	Bunkerville	NV	89007
2	Blue Diamond Library	16A Cottonwood Dr	Blue Diamond	NV	89004
3	Centennial Hill Library	6711 N Buffalo Dr	Las Vegas	NV	89131-4083
4	Clark County Library	1401 E Flamingo	Las Vegas	NV	89119-5256
5	Enterprise Library	25 E Shelbourne Ave	Las Vegas	NV	89123-2139
6	Facilities Library	3148 N Buffalo Dr	Las Vegas	NV	89128-7821
7	Goodsprings Library	365 San Pedro St	Goodsprings	NV	89019- 9800
8	Indian Springs Library	715 Gretta Ln	Indian Springs	NV	89018
9	Laughlin Library	2840 Needles Hwy	Laughlin	NV	89029- 1230
10	Meadows Library	251 W Boston Ave	Las Vegas	NV	89102-4713
11	Mesquite Learning Center	121 W First North St	Mesquite	NV	89027-4759
12	Moapa Town Library	1340 E Hwy 168	Moapa	NV	89025
13	Moapa Valley Library	350 N Moapa Valley	Overton	NV	89040
14	Mt Charleston Library	75 Ski Chalet	Mt. Charleston	NV	89124-9253
15	Rainbow Library	3150 N Buffalo Dr	Las Vegas	NV	89128-7821
16	Sahara West Library	9600 W Sahara Ave	Las Vegas	NV	89117-5959
17	Sandy Valley Library	650 W Quartz Ave	Sandy Valley	NV	89019
18	Searchlight Library	200 Michael Wendell Way	Searchlight	NV	89046
19	Spring Valley Library	4280 S Jones Blvd	Las Vegas	NV	89103-3325
20	Summerlin Library	1771 Inner Circle Dr	Las Vegas	NV	89119-5256
21	Sunrise Library	5400 Harris Ave	Las Vegas	NV	89110-2543
22	West Charleston Library	6301 W Charleston Blvd	Las Vegas	NV	89146-1124
23	West Las Vegas Library	951 W Lake Mead Blvd	Las Vegas	NV	89106-2337
24	Whitney Library	5175 E Tropicana Ave	Las Vegas	NV	89122-6742
25	Windmill Library & Service Ctr.	7060 W Windmill Ln	Las Vegas	NV	89113-4678
26	Cactus S Library Future Site	S Jones Blvd/W Cactus Ave	Las Vegas	NV	89117
27	Mesquite Library	160 W 1st North St	Mesquite	NV	89027
28	East Las Vegas Library	2851 E Bonanza Rd	Las Vegas	NV	89101

### **Commercial Property**

Property insurance covers your interest against direct physical loss or damage by covered perils to named property that you own or are required to insure. **See attached schedule for locations to be covered.** 

**Insurance Carrier:** The Phoenix Insurance Company (Travelers)

Coverage: Limits of Insurance	2021 / 2022
Blanket Building(s) and Business Personal Property* (includes signs)	\$282,094,509
Location # 14 - Mt Charleston Library 75 Ski Chalet, Mt Charleston, NV 89124-9253	Included in above Expiring term carrier quoted separate limit for this location
Equipment Breakdown	Included
Personal Property and Undescribed Premises – Art on Loan / On Display / at Exhibition	\$400,000
Personal Property in Transit	\$100,000
Accounts Receivable	\$250,000
Electronic Data Processing Data and Media	Included
Extra Expense	\$25,000
Ordinance or Law Coverage Coverage A – Loss to Undamaged Portion of Building Coverage B – Demolition Costs Coverage C – Increased Cost of Construction	A – Building limit <b>B&amp;C – combined</b> \$2,000,000
Personal Effects	\$100,000
Valuable Papers and Records – Cost of Research At all described premises In transit or at all undescribed premises Business Income (and Extra Expense) Rental Value & Ordinary Payroll – Included	\$250,000 \$250,000 \$2,000,000
Earthquake (applies to buildings all locations)	\$25,000,000 annual aggregate
Flood (All Locations Except Below)	\$15,000,000 annual aggregate
Flood (Location #14 (Moapa Valley Library)	\$2,200,000

Flood coverage does not apply to location# 27 - Cactus S Library Future Site

Terrorism coverage is included subject to the program terms and conditions.

**VALUATION:** 

- Replacement Cost
- Actual Loss Sustained for Time Element Coverages

### **Commercial Property**

Deductibles	2021 / 2022
General Deductible	\$5,000
Equipment Breakdown	\$5,000
Business Income	24 hours
Earthquake	\$50,000
Flood	\$25,000 all location except;
	Location #14 (Moapa Valley Library) \$100,000
Electronic Data Processing Equipment	\$1,000
<u> </u>	φ1,000
Electronic Data Processing Data and Media	\$1,000

#### **Property Coverage Extensions include but not limited to:**

\*Included means included in applicable Covered Property Limit of Insurance

<u>Coverage</u>	<b>Limit of Insurance</b>
Accounts Receivable:	
at all described premises	\$250,000
In transit or at all described premises	\$250,000
Appurtenant Buildings and Structures	\$100,000
Claim Data Expense	\$25,000
Covered Leasehold Interest – Undamaged Improvements & Betterments	
Lesser of Your Business Personal Property limit or:	\$100,000
Debris Removal (additional amount)	\$250,000
Deferred Payments	\$25,000
Duplicate Electronic Data Processing Data and Media	\$50,000
Electronic Data Processing Data and Media:	
At all described premises	Included*
Employee Tools:	
In any one occurrence	\$25,000
Any one item	\$2,500
Expediting Expenses	\$25,000
Extra Expense	\$25,000
Fine Arts:	
At all described premises	\$1,500,000
In transit	\$25,000
Fire Department Service Charge	Included*
Fire Protective Equipment Discharge	Included*

# **Commercial Property**

#### **Property Coverage Extensions include but not limited to:**

\*Included means included in applicable Covered Property Limit of Insurance

Coverage	<b>Limit of Insurance</b>
Green Building Alternatives – Increased Cost:	
Percentage 1%	
Maximum amount – each building	\$100,000
Green Building Reengineering and Recertification Expense	\$25,000
Limited Coverage for Fungus, Wet Rot or Dry Rot – Annual Aggregate	\$25,000
Loss of Master Key	\$25,000
Newly Constructed or Acquired Property:	
Buildings - each	\$2,000,000
Personal Property at each premise	\$1,000,000
Non-Owned Detached Trailers	\$25,000
Ordinance or Law Coverage (increased limit)	\$2,000,000
Outdoor Property:	\$25,000
Any one tree, shrub or plant	\$2,500
Outside Signs - At all described premises	\$100,000
At all undescribed locations	\$5,000
Personal Effects	\$100,000
Personal Property at Premises Outside of the Coverage Territory	\$50,000
Personal Property in Transit Outside of the Coverage Territory	\$25,000
Pollutant Cleanup and Removal – Annual Aggregate	\$100,000
Preservation of Property	
Expenses to move and temporarily store property	\$250,000
Direct loss or damage to moved property	Included*
Reward Coverage - 25% of covered loss up to a maximum of:	\$25,000
Stored Water	\$25,000
Theft Damage to Rented Property	Included*
Undamaged Parts of Stock in Process	\$50,000
Valuable Papers and Records – Cost of Research	
At all described premises	\$250,000
In transit or at all undescribed premises	\$250,000
Water or Other Substance Loss – Tear Out and Replacement Expense	Included*

### **Commercial Property**

#### **Business Income Coverage Extensions include but not limited to:**

\*Included means included in applicable Covered Property Limit of Insurance

<u>Coverage</u>	<b>Limit of Insurance</b>
Business Income from Dependent Property	
At Premises Within the Coverage Territory	\$250,000
At Premises Outside of the Coverage Territory	\$100,000
Civil Authority	
Coverage Period	30 days
Coverage Radius	100 miles
Claim Data Expense	\$25,000
Contract Penalties	\$25,000
Extended Business Income Coverage Period	180 days
Fungus, Wet Rot or Dry Rot – Amended Period of Restoration Coverage	e Period 30 days
Green Building Alternatives – Increased Period of Restoration Coverage	e Period 30 days
Ingress or Egress	\$25,000
Coverage Radius	1 mile
Newly Acquired Locations	\$500,000
Ordinance or Law - Increased Period of Restoration	\$250,000
Pollutant Cleanup and Removal – Annual Aggregate	\$25,000
Transit Business Income	\$25,000
Undescribed Premises	\$25,000

#### **AMENDMENTS:**

- CAUSES OF LOSS-EQUIPMENT BREAKDOWN DX T3 19
- DELUXE ORDINANCE OR LAW COVERAGE DX T3 39
- ELECTRONIC VANDALISM LIMITATION ENDT DX T3 98
- EXCL OF LOSS DUE TO VIRUS OR BACTERIA IL T3 82
- AMNDT COMMON POLICY COND-PROHIBITED COVG IL T4 12
- CAP ON LOSSES CERTIFIED ACT OF TERRORISM IL T4 14

### **Inland Marine**

Property insurance covers your interest against direct physical loss or damage by covered perils to named property that you own or are required to insure. **See attached schedule for locations to be covered.** 

Insurance Carrier: The Phoenix Insurance Company (Travelers)

Coverage	Limits of Insurance
Misc. Items (equipment)	\$31,693
Flood	\$31,693
Earth Movement	\$31,693
Deductibles	2021/2022
General Deductible (unless a more specific deductible applies)	\$1,000
Earth Movement	\$10,000
Flood	\$10,000
Windstorm deductible	\$1,000

Coverage	Limits of Insurance
Fine Arts	\$761,775
Flood	\$761,775
Earth Movement	\$761,775
Deductibles	2021/2022
General Deductible (unless a more specific deductible applies)	\$1,000
Earth Movement *	\$1,000
Flood *	\$1,000
Windstorm deductible	\$1,000

General Terms & Conditions	2021/2022
Policy Form	IMPAK® Coverage Form CM T1 43 08 96
Perils covered	Risks of direct physical loss or damage except those causes listed in the exclusions or for which no coverage is shown in the Declarations
Coinsurance requirement	Waived (no coinsurance penalty)
Scheduled Equipment Valuation	Actual Cash Value
Scheduled Fine Arts Valuation	Agreed (Scheduled) Amount
Terrorism Risk Insurance Act Coverage:	Included
Extensions or Exclusions:	Per policy terms and conditions

This proposal is merely a descriptive summary of coverage provided by the insurance companies being proposed and should be used for reference purposes only. This is a quotation of coverage only. It is not a binder. This proposal does not amend or alter the insurance contract. Please refer to the policy contract for specific terms, conditions, limitations, and exclusions. Confidential. © 2021 USI Insurance Services LLC. All Rights Reserved.

Proposal of Insurance

Proposed Policy Term: 7/15/2021 to 7/15/2022

### **Inland Marine**

• In order to schedule your lifts and other equipment items we will need a value per item. A schedule was provided for the lifts, however there were not values reported.

#### Carrier endorsements include, but not limited to:

EXCL OF LOSS DUE TO VIRUS OR BACTERIA	IL T3 82
AMNDT COMMON POLICY COND-PROHIBITED COVG	IL T4 12
CAP ON LOSSES CERTIFIED ACT OF TERRORISM	IL T4 14

### General Liability

Your legal liability to members of the public for claims arising from your premises, operations, products, or completed operations.

**Insurance Carrier:** The Phoenix Insurance Company (Travelers)

Coverage	Limits of Insurance
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury - Each Wrongful Act	\$2,000,000
Bodily Injury & Property Damage -Each Occurrence	\$2,000,000
Damage to Rented Premises (any one premises)	\$300,000
Medical Expense (any one person)	\$5,000
Limited Abuse or Molestation Liability	\$2,000,000 – Aggregate Limit \$2,000,000 - Each Offense or Related Offense Limit
Employee Benefits Liability Retroactive Date: 07/15/2009	\$1,000,000 each employee \$1,000,000 aggregate

<b>Deductibles/Retentions</b>	2021/2022
Each Occurrence	None
Employee Benefits Liability (each employee)	\$1,000

General Terms & Conditions	2021/2022
General Liability Policy Form	Occurrence
Employee Benefits Policy Form	Claims Made
Defense Costs	Outside Policy Limits
Law Enforcement Activities or Operations Exclusion	Coverage is Excess - see endorsement CG D7 29 06 14

### **General Liability**

General Terms & Conditions	2021/2022
Premium subject to audit?	NO
Rating Basis	Rated based on location sq. ft.

#### **General Liability**

#### Who is an Insured:

- Elected or Appointed Officials
- Board Members
- Owners, Managers or Lessors of Premises
- Public Entity
- Employees & Volunteer Workers
- Lessors of Leased Equipment

#### **PUBLIC ENTITIES XTEND ENDORSEMENT - Includes:**

- A. Owned Watercraft Less Than 25 Feet
- B. Damage to Premises Rented to You
- C. Who Is an Insured Public Entities, Elected or Appointed Officials, And Members of Your Boards
- D. Who Is An Insured Employees And Volunteer Workers
- E. Blanket Additional Insured Owners, Managers Or Lessors Of Premises
- F. Blanket Additional Insured Lessors Of Leased Equipment
- G. Blanket Additional Insured Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement
- H. Contractual Liability Railroads
- I. Knowledge And Notice Of Occurrence Or Offense
- J. Blanket Waiver of Subrogation

#### **Employee Benefits Liability:**

#### **Coverage Form includes but not limited to:**

This coverage form is designed to provide coverage for damages that the insured is legally obligated to pay because of a negligent act, error or omission committed in the administration of the named insured's employee benefit program, as that term is defined in the coverage form. Administration includes counseling employees, including their dependents and beneficiaries, with respect to the employee benefit program and handling records about the employee benefit program.

#### Who is an Insured

- Public Entity
- Employees

### **General Liability**

#### General Liability Endorsements and Exclusions (including but not limited to):

- EXCLUSION-LEAD CG Do 76
- EXCLUSION DISCRIMINATION CG D1 42
- AMEND-NON CUMULATION OF EACH OCC CG D2 03
- FUNGI OR BACTERIA EXCLUSION CG D2 43
- LIMITED ABUSE OR MOLESTATION LIAB COVG CG D3 83
- AMEND CONTRAC LIAB EXCL-EXC TO NAMED INS CG D4 21
- EXCL-EMPLOYEES & VOLUNTEER WORK AS INSDS CG D4 70
- Excl Law Enforcement Activities Or Ops CG D4 72
- EXCL-MEDICAL PAYMENTS TO CERTAIN PERSONS CG D4 73
- MOBILE EQUIP REDEFINED PUBLIC ENTITIES CG D4 74
- EXCL HEALTH CARE SERV-PUBLIC ENTITIES CG D4 75
- EXCL PUBLIC USE OF PRIVATE PROPERTY CG D4 76
- AMEND POLL EXCL INCL LTD POLL COSTS CG D4 78
- PUBLIC ENTITIES XTEND ENDORSEMENT CG D4 80
- EXCL-VIOLATION OF CONSUMER FIN PROT LAWS CG D6 18

•	SECURITY AND LAW ENFORCEMENT SERV COV	CG D7 29
•	COMMERCIAL GENERAL LIABILITY COV FORM	CG T1 00
•	NUCLEAR ENERGY LIABILITY EXCLUSION	IL 00 21
•	COMMON POLICY CONDITIONS-DELUXE	IL T3 18
•	Amndt Common Policy Cond-Prohibited Covg	IL T4 12
•	CAP ON LOSSES CERTIFIED ACT OF TERRORISM	IL T4 14

### **Commercial Auto**

Automobile bodily injury and property damage liability, subject to terms, conditions, and limitations of the policy.

**Insurance Carrier:** Travelers Indemnity Company

#### **Auto Liability Coverage**

Coverage	Covered Autos Symbol	Limits of Insurance
Combined Single Limit	1 – any auto	\$1,000,000
Non-Owned Automobile Liability		Included
Hired Automobile Liability		Included
Uninsured/Underinsured Motorists Liability	2 - Owned Autos	\$1,000,000
Medical Payments	2 - Owned Autos	\$5,000

#### **Physical Damage Coverage**

Coverage	Covered Autos	Deductible
Comprehensive Coverage	7 & 8 – Scheduled & Hired	\$1,000
Collision Coverage	7 & 8 – Scheduled & Hired	\$1,000
Hired Automobile Physical Damage	Quoted/ included	Collision \$1,000 Comprehensive \$1,000

General Terms & Conditions	2021/2022
Valuation	Actual cash value or cost to repair, whichever is less, subject to any applicable maximum coverage amounts, minus deductible for each covered auto.
Rental Reimbursement	30 days max / \$30 per day
<b>Endorsements Included:</b>	
Employee Hired Autos	Yes
Additional Insured	Blanket not available under the Public Entity Form
	Scheduled: Ryder Truck Rental
Fellow Employee Coverage	No
Waiver of Subrogation	No

# Commercial Auto (Vehicle Schedule)

#	Year	Make	Model	Туре	VIN #	Liability/ UM-UIM/ Med Pay	Physical Damage
1	2001	Chevrolet	Moving Van	Van	J8BF5C13717700975	Yes	Yes
2	2002	Chevrolet	Cargo Van	Van	1GCHG35R221199282	Yes	Yes
3	2004	Chevrolet	Express G3500	Van	1GCHG35U941151009	Yes	Yes
4	2004	Ford	F150	Heritage 4x2	2FTPF17Z64CA72603	Yes	Yes
5	2008	Ford	E350SD	Truck	1FBNE31P28DA58852	Yes	Yes
6	2008	Chevrolet	Cargo Van	Van	1GCHG396481167037	Yes	Yes
7	2008	Chevrolet	Cargo Van	Van	1GCHG396781166058	Yes	Yes
8	2004	Trailer	Trailer	Trailer	5DYAA17245C001070	Yes	Yes
9	2011	Isuzu	NPR		JALC4W151B7001187	Yes	Yes
10	2013	Ford	F-350	4x2 SD Chassis	1FDBF3A64DEA80869	Yes	Yes
11	2013	Ford	F-350	4x2 SD Chassis	1FDBF3A62DEA80868	Yes	Yes
12	2013	Ford	F-350	4x2 SD Chassis	1FDBF3A6oDEA8o87o	Yes	Yes
13	2013	Ford	Escape SE		1FMCUoG95DUDo3307	Yes	Yes
14	2013	Ford	Escape SE		1FMCUoG97DUDo3308	Yes	Yes
15	2014	Ford	Econoline E350	Truck	1FBNE3BL4EDA50873	Yes	Yes
16	2014	Ford	F150	Truck	1FTNF1CF1EKD62229	Yes	Yes
17	2014	Ford	F350	Super Duty Truck	1FDBF3A62EEB47096	Yes	Yes
18	2014	Ford	F150	4x2 Regular Cab	1FTNF1CF9EKD11237	Yes	Yes
19	2014	Ford	Econoline E250	Van	1FTNE2EL8EDA59092	Yes	Yes
20	2014	Ford	F450	Super Duty	1FDUF4GYXEEB67216	Yes	Yes
21	2015	Ford	Transit Van	1 Ton, Med Roof	1FTSW2CM8FKA64415	Yes	Yes
22	2016	Ford	Explorer	4WD	1FM5K8B88GGC92270	Yes	Yes
23	2016	Ford	Explorer	FWD	1FM5K7B87GGC92268	Yes	Yes
24	2016	Ford	Explorer	FWD	1FM5K7B89GGC92269	Yes	Yes
25	2018	Ford	Transit 250	Van	1FTYR2YG2JKA23422	Yes	Yes
26	2018	Ford	Transit 350 WGN	Van	1FTBW2CM5JKB08332	Yes	Yes
27	2018	Ford	Transit 350 WGN	Van	1FTBW3XV6JKB08333	Yes	Yes
28	2019	Ford	Transit T-250	Van	1FTYR2CM1KKA28545	Yes	Yes
29	2019	Chevrolet	550 XD	Truck	JALEEW168L7301607	Yes	Yes
30	2019	Ford	Cargo Van	Van	1FTYE2YM3KKA28535	Yes	Yes
31	2020	Ford	Explorer	Truck	1FMSK7BH9LGB66829	Yes	Yes
32	2020	Ford	Ford	F250	1FTBR1YG1LKA25438	Yes	Yes
33	2020	Chevy	Chevy 5500XD	Truck	JALEEW160L7302329	Yes	Yes

### **Commercial Auto**

#### **Auto Liability**

#### Who is an Insured for Auto Liability?

- Public Entity
- Any permitted user
- Board Members

- Elected or Appointed Officials
- Volunteer Workers (for use of a covered auto)
- Owners of Commandeered Autos

#### **Notable Items:**

- Professional Services Not Covered
- Amendment of Employee Definition

#### Carrier endorsements and exclusions include but not limited to:

- MANUSCRIPT ENDORSEMENT ADDITIONAL INSURED OTHER CAT8 04
- MANUSCRIPT ENDORSEMENT NAMED INSURED IL T8 03
- AMENDMENT OF BODILY INJURY DEFINITION CA T4 43
- BA/AD/MC COV PART SUPPL SCH ITEM TWO CA To 30
- ADDL INSD COVD AUTO LIAB COVG-DESGN PERS CA T<sub>3</sub> o<sub>1</sub>
- PUBLIC ENTITY AUTO EXTENSION ENDORSEMENT CA T4 46
- AMENDMENT OF EMPLOYEE DEFINITION CA T4 59
- BUSINESS AUTO COVERAGE FORM CA 00 01
- PROFESSIONAL SERVICES NOT COVERED CA 20 18
- VOL FIREFIGHTERS/WORKERS INJURIES EXC CA 20 30
- EMPLOYEE HIRED AUTOS- CA 20 54
- NEVADA UNINSURED MOTORISTS COVERAGE CA 21 27
- PUBLIC TRANSPORTATION AUTOS CA 24 02
- AUTO MEDICAL PAYMENTS COVERAGE CA 99 03
- LOSS PAYABLE CLAUSE CA 99 44
- AMNDT COMMON POLICY COND-PROHIBITED COVG IL T4 12
- NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT IL 00 21
- NEVADA CHANGES-CANCELLATION/NONRENEWAL IL 02 51

# Management Liability (Public Officials Liability)

**Insurance Carrier:** Travelers Indemnity Company

Coverage	Limits of Insurance
Public Entity Management Liability (Public Officials)	\$1,000,000 each wrongful act \$1,000,000 aggregate
Deductibles:	\$50,000 Each Wrongful Act Deductible - Damages and Defense Expenses

Terms & Conditions	2021/2022
Retroactive Date	07/15/2009
Claims Made Policy	Yes
Duty to Defend	Yes
Defense Costs	Inside the policy limits

Umbrella policy is excess

#### Who is An Insured:

- Public Entity

- Employees (including employees of the entity's boards)
- Boards and Board Members
- Legal Representatives
- Elected and Appointed Officials, Executive Officers and Directors
- Volunteer Workers

#### Other terms and conditions:

- Pay on Behalf of basis (Deductible options only)
- Duty to defend claims or suits even if allegations are groundless, false, or fraudulent.
- Professional health care services and law enforcement activities or operations exclusions apply.
- Taking of private property for public use or benefit (eminent domain), diminution in value and inverse condemnation are excluded

# Management Liability (Public Officials Liability)

#### **Public Entity Management Coverage Forms**

PUBLIC ENTITY MANAGEMENT LIABILITY COVERAGE PART DECLARATIONS (CLAIMS-MADE)	PR T0 03
PUBLIC ENTITY MANAGEMENT LIABILITY COVERAGE FORM (CLAIMS-MADE)	PR T1 06
AMENDMENT OF NETWORK AND INFORMATION SECURITY WRONGFUL ACT DEFINITION	PR T4 27
LIMITED SPECIAL EXPENSES COVERAGE- KEY EMPLOYEE	PR T5 07
AMENDMENT OF LAW ENFORCEMENT ACTIVITIES OR OPERATIONS DEFINITION	PR T5 45
CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM	IL T4 14

Coverage is written on a **CLAIMS MADE** policy form. In order to trigger coverage, a claim must first be made against the insured(s) during the policy period or during the Extended Reporting Period, if purchased. Coverage is subject to the terms and conditions of the policy "Retroactive Date". Furthermore, such claims must also be reported by the insured to the insurer <u>as soon as practicable</u> during the policy period or Extended Reporting period (if applicable) in order for coverage to apply. Be aware that late reporting could result in a disclaimer of coverage from the insurer.

This coverage is designed to cover damages any insured is legally required to pay for covered loss that is caused by a wrongful act committed while conducting duties by or on behalf of a public entity or its boards. Wrongful act is defined as any as any act, error or omission. (Excludes coverage for bodily injury, personal injury, advertising injury, property damage and employment-related loss.)

 $\begin{array}{c} Proposal\ of\ Insurance \\ Proposed\ Policy\ Term:\ 7/15/2021\ to\ 7/15/2022 \end{array}$ 

# Management Liability (Employment Practices Liability)

**Insurance Carrier:** Travelers Indemnity Company

Coverage	Limits of Insurance
Employment Practices Liability	\$1,000,000 each wrongful act \$1,000,000 aggregate
Deductible	\$50,000 Each Wrongful Act Deductible – Damages and Defense Expenses

Terms & Conditions	2021/2022
Third Party Liability - Employment Practices	Included
Retroactive Date	07/15/2009
Claims Made Policy	Yes
Duty to Defend	Yes
Defense Costs	Inside Policy Limits

Umbrella policy is excess

#### Who is An Insured:

- Public Entity

- Employees (including employees of the entity's boards)
- Boards and Board Members
- Legal Representatives

- Volunteer Workers
- Elected and Appointed Officials, Executive Officers and Directors

#### Other terms and conditions:

- Pay on Behalf of basis (Deductible options only)
- Duty to defend claims or suits even if allegations are groundless, false, or fraudulent.
- Duty to defend suits that are governmental administrative hearings seeking injunctive relief, such as EEOC proceedings.
- Injunctive and other non-monetary relief costs are excluded
- Defense expenses are payable within the limits of insurance. Damages include attorney's fees or the
  person making or bringing the claim or suit if the insured is legally required to pay them under the law
  which was violated.

Proposed Policy Term: 7/15/2021 to 7/15/2022

# Management Liability (Employment Practices Liability)

### **Public Entity Employment Practice Liability Coverage Forms**

PUBLIC ENTITY EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART DECLARATIONS (CLAIMS-MADE)	PR T0 05
PUBLIC ENTITY EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE FORM (CLAIMS-MADE)	PR T1 08
GOVERNMENTAL UNITS OR DEPARTMENTS	
AMENDMENT OF COVERAGE – NON-EMPLOYMENT-RELATED SEXUAL HARASSMENT	PR T3 75

Coverage is written on a **CLAIMS MADE** policy form. In order to trigger coverage, a claim must first be made against the insured(s) during the policy period or during the Extended Reporting Period, if purchased. Coverage is subject to the terms and conditions of the policy "Retroactive Date". Furthermore, such claims must also be reported by the insured to the insurer <u>as soon as practicable</u> during the policy period or Extended Reporting period (if applicable) in order for coverage to apply. Be aware that late reporting could result in a disclaimer of coverage from the insurer.

This coverage is designed to cover damages any insured is legally required to pay for covered loss that is caused by a wrongful act committed while conducting duties by or on behalf of a public entity or its boards. Wrongful act is defined as any act, error or omission. (Excludes coverage for bodily injury, personal injury, advertising injury, property damage and employment-related loss.)

# Commercial Umbrella/Excess Liability

Excess coverage for your legal liability to members of the public for claims arising from your premises, operations, products, or completed operations.

**Insurance Carrier:** Travelers Indemnity Company

Coverage	Limits of Insurance	
General Aggregate	\$20,000,000	
Products/Completed Operations Aggregate	\$20,000,000	
Personal/Advertising Injury - Each Wrongful Act	\$20,000,000	
Each Occurrence	\$20,000,000	
Crisis Management Services Expense Limit	\$50,000	
Self-Insured Retention (if applicable)	\$10,000	

Note: Retained Limit Any One Occurrence or Offense applies only to losses covered by the Umbrella/Excess but not covered under the primary.

See page 6 for renewal quote options

General Terms & Conditions	2021/2022	
Coverage Form	Umbrella / Excess Liability	
Subject to audit?	NO	
Who is an Insured	Follows primary policies	

### **Coverage:**

This coverage is designed to provide excess limits above primary coverage for bodily injury, property damage, personal and advertising injury that results from a catastrophic event. "Drop down" coverage responds to a reduction in the available primary insurance limit as a result of an impaired each event limit and replaces the primary insurance should the underlying total limit be exhausted. Coverage is on a **broader than primary** basis.

Underlying Insurance	2021/2022
General Liability	Each Occurrence: \$2,000,000 Personal/Advertising Injury: \$ \$2,000,000 General Aggregate: \$2,000,000 Products/Completed Ops Aggregate: \$2,000,000
Commercial Auto Liability	Combined Single Limit: \$1,000,000
Employee Benefits Liability	Each Wrongful Act: \$1,000,000 Aggregate Limit: \$1,000,000
Public Entity Management Liability	Each Wrongful Act: \$1,000,000 Aggregate \$1,000,000
Employment Practices Liability	Each Wrongful Act: \$1,000,000 Aggregate: \$1,000,000

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# Commercial Umbrella/Excess Liability

### **Carrier Terms & Conditions:**

Travelers Policy Form	EU 00 01	
Amendments:		
POLICY DECLARATIONS - EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY	EU 00 02	
SCHEDULE OF UNDERLYING INSURANCE	EU 00 03	
POLICY JACKET EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE	EU 00 06	
SCHEDULE OF UNDERLYING INSURANCE CONTINUED	EU 00 04	
CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM AND EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES	EU 00 07	
ABUSE OR MOLESTATION EXCLUSION – COVERAGES A AND B	EU 01 02	
COVERAGE FOR FINANCIAL INTEREST IN FOREIGN INSURED ORGANIZATIONS	EU 01 44	
FUNGI OR BACTERIA EXCLUSION – COVERAGES A AND B	EU 01 89	
NUCLEAR ENERGY LIABILITY EXCLUSION (BROAD FORM) – COVERAGES A AND B	EU 02 09	
AMENDMENT OF COVERAGE – DEFINITIONS	EU 02 34	
PUBLIC USE OF PRIVATE PROPERTY EXCLUSION – COVERAGES A AND B	EU 02 50	
WATERCRAFT LIABILITY EXCLUSION – COVERAGE B	EU 02 90	
AMENDMENT OF UNDERLYING INSURANCE DEFINITION	EU 03 15	
AMENDMENT OF WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – COVERAGE B	EU 03 17	
DISCRIMINATION EXCLUSION – COVERAGE B	EU 03 31	
LAW ENFORCEMENT ACTIVITIES OR OPERATIONS EXCLUSION – COVERAGE B	EU 03 43	
LEAD EXCLUSION – COVERAGE B	EU 03 44	
NON CUMULATION OF OCCURRENCE LIMIT	EU 03 46	
PROFESSIONAL HEALTH CARE SERVICES EXCLUSION WITH LIMITED EXCEPTION FOR DESIGNAT PROFESSIONALS – COVERAGES A AND B EU 03 55		
FEDERAL TERRORISM RISK INSURANCE DISCLOSURE	IL T3 68	
AMENDMENT OF EMPLOYEMENT-RELATED PRACTICES EXCLUSION – FOLLOWFORM COVERAGE A	EXCEPTION EU 03 13	

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Proposal of Insurance

Proposed Policy Term: 7/15/2021 to 7/15/2022

### Crime

### **Quote Comparison:**

Insurance Carrier	rance Carrier Chubb		Great American	
Coverage	Limit	Deductible	Limit	Deductible
Employee Theft –Per Loss Coverage	\$1,000,000	\$10,000	\$1,000,000	\$10,000
ERISA	Not covered		Not covered	
Forgery or Alteration	\$1,000,000	\$10,000	\$1,000,000	\$10,000
On Premises	\$1,000,000	\$10,000	\$1,000,000	\$10,000
Outside Premises/ In Transit	\$1,000,000	\$10,000	\$1,000,000	\$10,000
Money Orders and Counterfeit Money	\$1,000,000	\$10,000	\$1,000,000	\$10,000
Computer Crime -Computer Fraud -Computer Program and Electronic Data Restoration Expense	\$1,000,000 \$1,000,000	\$10,000 \$10,000	Computer Hacking \$1,000,000	\$10,000
Personal Accounts Forgery or Alteration	\$1,000,000	\$500,000	Included under forgery or alteration	Insuring agreement
Funds Transfer Fraud	\$1,000,000	\$10,000	Not quoted	\$10,000
Claim Expense	\$100,000	\$o	\$5,000	<b>\$</b> 0
Fraudulently Induced Transfers aka Social Engineering	\$50,000	\$10,000	\$100,000	\$10,000
Corporate Credit Card Fraud	\$50,000	\$10,000		
Telephone Toll Fraud	\$100,000	\$5,000		
Estimated Premium	\$5,908.00		\$5,927.00	

Reporting period as soon as practicable for coverage to apply. Please be aware that late reporting could result in a disclaimer of coverage from the insurer.

### Crime

### **Chubb / Federal Insurance Company Quote Options:**

Limit	Premium	
\$1,000,000 / Deductible \$10,000	\$5,908.00	
\$2,000,000 / Deductible \$10,000	\$10,793.00	
\$3,000,000 / Deductible \$10,000	\$13,835.00	

### **Chubb / Federal Insurance Company – Terms and conditions:**

- AMEND DEFINITION OF DISCOVERY AND TERMINATION ENDORSEMENT PF-52818 (04/20)
   Title(s) of Insured: CFO, In-House General Counsel, Risk Manager, Director of Human Resources (or any equivalent position
- LOSS REPORTING THRESHOLD ENDORSEMENT PF-52819 (04/20)
   Loss Amount Threshold: \$25,000
- TAX COMPENSATION COVERAGE ENDORSEMENT PF-52832 (04/20)
- BLANKET PERSONAL ACCOUNTS COVERAGE ENDORSEMENT PF-52835 (04/20) TELEPHONE TOLL FRAUD ENDORSEMENT PF-52845 (04/20)
- ADD CORPORATE CREDIT CARD COVERAGE PF-52851 (04/20)
- AMEND DEFINITION OF SUBSIDIARY ENDORSEMENT(INCLUDE MINORITY HELDPF-52852 (04/20) JOINT VENTURES FOR PRO RATA EQUITY INTEREST)
- GOVERNMENTAL ENTITY ENDORSEMENT PF-52853 (04/20)

Proposal of Insurance

Proposed Policy Term: 7/15/2021 to 7/15/2022

### Crime

### **Great American Insurance Company Terms and Conditions:**

#### FORMS:

	- Contract of the contract of				
SEQ	FORM #	DESCRIPTION			
1	790FIC	Great American Insurance Fidelity & Crime Policy Cover			
2	SDM683	Important Notice Fidelity Crime Division Claims			
3	SP0002	Crime Protection Policy For Public Entities			
4	IL8801	BusinessPRO Forms And Endorsements Schedule			
5	SE0011	Include Specified Non-Compensated Officers As Employees Name of specified Non-Compensated Officer: All Non-Compensated Officers As Employees			
6	SE0014	Include Specified Directors Or Trustees On Committees As Employees Name of Specified Director or Trustee: All Directors Or Trustees On Committees As Employees			
7	SE0015	Include Volunteer Workers As Employees			
8	SE0040	Amend Territorial Limits Insuring Agreement(s): All Territory(ies) Added: Worldwide			
9	SE0096	Nevada Changes-Cancellation And Nonrenewal			
10	SE0161	Amend Confidential Information And Data Breach Costs Exclusions			
-					
11	(L8802	General Endorsement - INCLUDE CALLBACK FOR FRAUDULENTLY INDUCED (TRANSFERS)			
12	IL8802 SA7089				
		Definition Of Employee Directors and Trustees While Performing Acts of an Employee or While Acting as a member of Any Committee Employees on Military Leave Former Employees up to 90 Days After Termination Non-Soliciting Volunteers While Working on Behalf of the Insured			
12	SA7089	Definition Of Employee Directors and Trustees While Performing Acts of an Employee or While Acting as a member of Any Committee Employees on Military Leave Former Employees up to 90 Days After Termination Non-Soliciting Volunteers While Working on Behalf of the Insured Students or Interns Under the Insured's Supervision  Expense Coverage			
12	SA7089 SA7092	Definition Of Employee Directors and Trustees While Performing Acts of an Employee or While Acting as a member of Any Committee Employees on Military Leave Former Employees up to 90 Days After Termination Non-Soliciting Volunteers While Working on Behalf of the Insured Students or Interns Under the Insured's Supervision  Expense Coverage Claims Expense Limit: 5,000  Credit, Debit Or Charge Card Forgery Coverage Under Insuring Agreement 2: Includes Limit of Insurance: 1,000,000			
12 13 14	SA7089 SA7092 SA7096	Definition Of Employee Directors and Trustees While Performing Acts of an Employee or While Acting as a member of Any Committee Employees on Military Leave Former Employees up to 90 Days After Termination Non-Soliciting Volunteers While Working on Behalf of the Insured Students or Interns Under the Insured's Supervision  Expense Coverage Claims Expense Limit: 5,000  Credit, Debit Or Charge Card Forgery Coverage Under Insuring Agreement 2: Includes Limit of Insurance: 1,000,000 Deductible Amount: 10,000			
12 13 14	SA7089  SA7092  SA7096  SA7152	Definition Of Employee Directors and Trustees While Performing Acts of an Employee or While Acting as a member of Any Committee Employees on Military Leave Former Employees up to 90 Days After Termination Non-Soliciting Volunteers While Working on Behalf of the Insured Students or Interns Under the Insured's Supervision  Expense Coverage Claims Expense Limit: 5,000  Credit, Debit Or Charge Card Forgery Coverage Under Insuring Agreement 2: Includes Limit of Insurance: 1,000,000 Deductible Amount: 10,000  Virtual Or On-Line Peer To Peer Mediums Of Exchange Exclusion			

# Cyber Liability

Insurance Company: Benchmark c/o Cowbell

Insurance Carrier:		
Coverage	Limit of Insurance	Retention / Waiting Period
Policy Aggregate Limit	\$1,000,000	-
Liability Coverage		
Privacy & Security Coverage	\$1,000,000	\$25,000
Payment Card Costs (PCI)	\$1,000,000	\$25,000
Media Act Liability	endorsement	\$25,000
Regulatory Proceedings	\$1,000,000	\$25,000
Breach Response		
Privacy Breach Notification	\$1,000,000	\$25,000
Cowbell Breach Fund: Public Relations Computer & Legal	\$1,000,000	\$25,000
Betterment	Extra expense	25%
Cyber Extortion	\$1,000,000	\$25,000
Data Restoration	\$1,000,000	\$25,000
Bricking	\$500,000	\$25,000
Cyber Crime		
Social Engineering Fraud, Funds Transfer Fraud & Invoice Manipulation	Shared limit \$350,000	\$25,000
Computer Fraud	\$250,000	\$25,000
Business Loss		
Business Interruption	\$1,000,000	12 hours
Dependent / Contingent Business Interruption	\$1,000,000	12 hours
IT Provider System Failure	\$1,000,000	12 hours
Other Provider Sys. Failure	Pending	
Reputation Harm	\$500,000	-
System Failure	\$1,000,000	\$25,000 / 12 hours
Other Terms		
Knowledge Date / P&P Date	Will match	-
Retroactive Date	Full prior acts	-
Defense Costs	Outside	-
Settlement Provision	70/30	-

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Proposal of Insurance

Proposed Policy Term: 7/15/2021 to 7/15/2022

# Cyber Liability

#### Cowbell Coverages include but not limited to:



**Liability Costs** Coverage for (1) defense expenses, (2) monetary damages the insured becomes legally obligated to pay including pre-judgment interest, post judgment interests, judgments or settlements; and (3) punitive, exemplary, or multiplied damages but only to the extent such damages are insurable under the applicable law most favorable to the insurability of such damages.



**PCI Costs** Coverage for amounts the insured is legally obligated to pay under a Payment Card Services Agreement including: (1) monetary assessments; (2) fines; (3) penalties; (4) chargebacks; (5) reimbursements; (6) fraud recoveries; (7) forensic investigation, including any PFI; and (8) costs or expenses incurred in connection with a PCI DSS compliance audit.



**Regulatory Costs** Coverage for (1) any amount the insured is legally required to deposit in a fund for the payment of consumers; (2) fines; or (3) penalties imposed by a federal, state or foreign governmental entity due to a privacy incident.



**Cowbell Breach Fund** Coverage for losses and expenses directly associated with recovery activities after a cyber incident. This can include incident response, investigation, forensics, crisis management, notification to customers, call center services, overtime salaries, post- event monitoring services such as credit monitoring, and healthcare records remediation for impacted customers.



**Data Restoration** Coverage for the cost to replace, restore, recreate or recover data residing on an insured's computer system that is compromised as a direct result of a network security incident. If such data cannot be replaced, restored, recreated or recovered, then data restoration is limited to the costs associated with that determination.



**Extortion Costs** Coverage for losses from a privacy incident or network security incident resulting from a credible threat or series of threats, such as a ransomware attack. This can include expenses to investigate the cause of an extortion threat and the payment amounts, including the actual costs to execute such payment (whether in digital or traditional currency).



**Business Impersonation Costs** Coverage for the costs to inform potentially impacted parties (individuals, vendors or suppliers) of fraudulent communications where a third party impersonated the insured to deceive them or any vendor or supplier into sharing credentials or protected information.



**Reputational Harm Expense** Coverage for the income loss that the insured sustains during a period of indemnity that directly results from a communication via any medium specifically arising from an actual or alleged incident that threatens to, or actually does negatively harm the insured's reputation.



**Business Interruption Loss** Coverage for the income loss and extra expenses due to the actual and measurable interruption or degradation in performance of the insured's computer system. This would also include a voluntary shutdown of the insured's computer system when such action is taken to minimize, avoid or reduce further damage as a result of a covered incident.



**Contingent Business Interruption Loss** Coverage for the income loss and extra expenses due to the actual and measurable interruption or degradation in performance of a service provider's computer system. This would also include a voluntary shutdown of computer systems when such action is taken to minimize, avoid or reduce further damage as a result of a covered incident.



**System Failure** Coverage for the income loss and extra expenses due to a system failure (see policy wording) which causes the actual and measurable interruption, suspension, failure, degradation or delay in performance of the insured's computer system.

# **Environmental Liability**

Insurance Carrier: Tokio Marine Specialty / Philadelphia - Non-Admitted

Insurance Carrier: Philadelphia / Tokyo Marine Specialty Insurance Company Non-Admitted	
Coverage and Limits of Insurance	
A. Corrective Action: Storage Tank	\$1,000,000
Aggregate Limit	\$2,000,000
B. Bodily Injury & Property Damage	\$1,000,000 per Contamination Incident
C. Defense Expense	\$1,000,000 per Confirmed Release or Contamination Incident
D. Image Restoration	\$25,000 per Confirmed Release or Contamination Incident
Deductibles:	
Corrective Action Deductible	\$10,000
Bodily Injury/Property Damage Deductible	\$10,000
Defense Expense Deductible	\$10,000
Image Restoration Coverage Deductible	\$10,000
Retro Active Date	See below

Location	Tank ID #	Capacity (gal.)	Contents	Tank Type (UST or AST)	Retroactive Date
7060 W Windmill Ln	1	5,000	Unleaded	UST	05/03/2011
Las Vegas NV 89113					
7060 W Windmill Ln	2	5,000	Diesel	UST	05/03/2011
Las Vegas NV 89113					

### **Policy Highlights:**

- Claims-Made Coverage
- Includes Loading & Unloading Coverage
- Natural Resources Damage Coverage
- Terrorism Coverage included

### **Policy Forms & Endorsements:**

PIC-STEP-001	Storage Tank Environmental Policy Declarations
PIC-STEP-002	Storage Tank Coverage
PIC-STEP-003	Additional Insured (if applicable)
PIC-STEP-004	Additional Named Insured Schedule (if applicable)
PIC-STEP-005	Storage Tank Schedule
PIC-STEP-010	Cap on Certified Acts of Terrorism Privacy Notice for Commercial Lines
PIC TMNOTICE	Privacy Notice for Commercial Lines
SOS	State-specific Service of Suit (if applicable)

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# Kidnap & Ransom (Includes Assault Expense and Threat Response)

Insurance Carrier: Great American

Coverage	Limits of Insurance
Coverage	
Ransom	\$1,000,000 each insured event
Ransom in Transit	\$1,000,000 each insured event
Security Consultant Fees and Expenses	\$1,000,000 each insured event
Additional Expenses	\$1,000,000 each insured event
Child Abduction – Security Consultant Fees and Expenses (Shared limit for Security Consultant fees and expenses and additional expenses)	\$1,000,000 each insured event
Disappearance - Security Consultant Fees and Expenses (Shared limit for Security Consultant fees and expenses and additional expenses)	\$1,000,000 per insured event
Legal Liability – resulting from Kidnap/Extortion/Detention/Hijack/Hostage Crisis	\$1,000,000 each insured event
Personal Accident Losses	\$250,000 per insured person \$1,250,000 each insured event aggregate
Alternate Loss of Earnings Endorsement	\$1,000,000 each insured event 120-day indemnity period 6 hour waiting period
Threat Response Expense Endorsement	\$100,000 per insured event 90-day indemnity period
Assault Expense Coverage (insured losses and relevant expenses)	\$500,000 per insured event
Personal Accident Losses	\$100,000 per insured person
	\$500,000 each insured event aggregate
Who is an insured	All Directors, Officers, Employees, Leased or Temporary Employees, Volunteers, Students, Interns, Independent Contractors while performing services on behalf of the Insured and persons specifically retained to negotiate or deliver ransom
Insured's Retention	<b>\$0</b>

### Kidnap & Ransom (Includes Assault Expense and Threat Response)

#### **Carrier Terms and Conditions:**

SEQ	FORM#	DESCRIPTION
1	790FIC	Great American Insurance Fidelity & Crime Policy Cover
2	SDM683	Important Notice Fidelity Crime Division Claims
3	SDM823	Emergency Contact Details
4	CR7935	Great American Kidnap, Ransom & Extortion Policy Declarations Page
5	CR7813	Great American Kidnap, Ransom & Extortion Policy
6	IL0952	Cap On Losses From Certified Acts Of Terrorism
7	CR8801	Forms And Endorsement Schedule
8	CR8802	General Endorsement - Cyber Extortion Exclusion Endorsement
9	CR7865	Threat Response Expense Endorsement
10	CR7876	Alternative Loss Of Earnings Endorsement
11	CR7879	Travel Security Evacuation Endorsement
12	CR7943	Broad Named Insured
13	CR7957	Assault Expense Endorsement
14	IL7125	Named Insured Endorsement
15	IL7347	Disclosure Pursuant To Terrorism Risk Insurance Act
16	IL7268	In Witness Clause

### **Additional Coverage Information:**

**Threat Response Expense** provides coverage for the services of Control Risks to assess a threat and could pay for the cost of temporary security protection.

**Assault Expense** provides coverage for Additional Fees & Expenses, Personal Accident and Control Risks Fees to indemnify the Insured from a physical attack by a person armed with a weapon.

### Active Assailant(s) Coverage

Carrier: Indian Harbor Insurance Company (Non-Admitted)

### **Perils**

The Insurers will indemnify the Insured up to the Overall Limit of Liability for the following losses occurring during the Policy Period:

### Property Damage, Business Interruption & Additional Special Coverage (see below)

Coverage includes Clean-up costs/expenses due to an insured event, up to the policy limit.

Coverage also includes loss resulting from an Active Assailant Event within 350 feet of an insured premises.

Policy does not cover demolition of building(s).

	Limits of Coverage
Policy Limit	\$1,000,000 per occurrence and in the aggregate
	Excess of deductible
Deductible	\$25,000 per occurrence
Waiting Period	Ingress/Egress 12 hour waiting period

### Additional Special Coverage/Sub-limits

The following extra costs and expenses (provided they are reasonable and necessary), solely and directly caused by an Active Assailant Event or Ingress/Egress occurring within three hundred and fifty (350) feet of the Premises during the Policy Period, incurred by the Insured:

Additional Special Coverage/Sub-limits			
Ingress/Egress	25% of the Overall Limit of Liability subject to a maximum limit of \$1,000,000 in the aggregate for the Policy Period		
Public Relations Consultancy Costs	\$100,000 per occurrence and in the policy aggregate		
Counselling Costs	\$10,000 per person		
Medical expenses	\$10,000 per person		
Employee Retraining Costs	\$10,000 per person		
Security Costs	\$25,000 per occurrence and in the policy aggregate		

### Active Assailant(s) Coverage

#### **Carrier terms and conditions:**

- Any Newly Acquired Locations / Miscellaneous Unnamed Locations in Referral Areas require prior agreement from the Company prior to inception of coverage. Referral Areas: Afghanistan, Algeria, Burundi, Cabinda, Central African Republic, Colombia, Congo, Cuba, Democratic Republic of Congo, Ecuador, Egypt, Eritrea, Ethiopia, Georgia, Iraq, Ivory Coast, Jammu and Kashmir, Liberia, Libya, Mali, Mauritania, Myanmar, Nagorno-Karabakh, Nigeria, North Caucasian Federal District, Ukraine, Pakistan, Palestine, Russia, Somalia, South Sudan, Syria, The Republic of Sudan, Yemen, Boston 02108, 02109, 02110, 02111, 02116, Calgary T2, Chicago 60601 through to 60611, London Zone A (E1, E14, EC1, EC2, EC3, EC4, SE1, SW1, W1, WC1 and WC2), New York City 10001 through to 10029, 10036, 10038, 10047, 10048 and zip codes beginning 101 and 102, San Francisco 94102, 94103, 94104, 94105, 94107, 94108, 94109, 94110 and 94111, Singapore 01 through to 06, Toronto M5.
- Locations with no values declared in the submitted schedule of values are not covered under this
  policy.
- Minimum earned premium 100%
- No flat cancellations
- Policy Wording per attached Property/Terrorism Policy Form final wording to be reviewed and agreed and Company's Active Assailant(s) Form Wording.
- Premiums within this quote are based on Terrorism cover either purchased via TRIPRA or Stand-Alone, pricing subject to change, if there is no Terrorism coverage in place.
- This quotation is based upon the information received 05/15/2020. The Company reserves the right to amend this quotation if there is any material change to the information provided by the Producer.
- It should not be construed that this quotation meets or exceeds all terms and conditions requested in the submission. Please review carefully prior to binding.
- This document is a quotation; it is not a binder of coverage. Insurance coverage is not effective until the Insured or Producer receives written confirmation from the Company.

#### Disclosure of Premium for Certified Act(s) of Terrorism Coverage

The premium charged for Certified Act(s) of Terrorism is \$4,989 (plus surplus lines taxes and fees) and does not include any charges for the portion of loss covered by the U.S. Federal Government as set forth in the federal Terrorism Risk Insurance Program (hereinafter the "Program") established by TRIA.

### Active Assailant(s) Coverage

### **Key Terms and Conditions:**

#### **Territory**

The fifty (50) states of the United States of America, the District of Columbia, the United States Virgin Islands, Canada, and Puerto Rico.

#### Total Insurable Value (Rating Basis): \$284,094,509

Per schedule of locations on file with this Company submitted 05/2021

**Active Assailant** means a person or group of persons actively engaged in killing or attempting to kill or cause serious bodily injury to a person or group of persons.

#### **Active Assailant Event means:**

- (a) a premeditated malicious physical attack by an Active Assailant who is physically present and armed with a Hand-Held Weapon; and
- (b) any action of the Relevant Authority taken in suppressing, controlling or minimizing the immediate consequences of such an attack; which causes Damage and/or bodily injury or death, and which affects three (3) or more persons (other than the Active Assailant) physically present during the attack.

**Hand-Held Weapon** means any hand-held instrument or hand-held explosive device or explosive device worn on the body that is used by the Active Assailant to cause direct physical loss or physical damage and/or bodily injury or death. Hand-Held Weapon includes any Road Vehicle that is used by the Active Assailant to cause, and is occupied by the Active Assailant at the time of, Damage and/or bodily injury or death.

**Ingress/Egress** means a determination by the Relevant Authority that, in consequence of an Active Assailant Event occurring within one thousand five hundred (1,500) feet of the Premises during the Policy Period, the Insured's operations conducted at the Premises must be temporarily or permanently ceased in whole or in part.

#### Who is Insured:

- (a) a person under a contract of employment or contract of service or apprenticeship with the **Insured**;
- (b) a person deemed to be an employee under any workers' compensation, unemployment compensation, social security, disability or similar laws; or
- (c) any volunteer or person undertaking work experience with the **Insured**; working for and under the control of the **Insured** in connection with the **Business**.

# Tenant/User Liability

Provides general liability coverage for temporary tenants/users of District facilities for meetings, events and other short-term uses. Automatically includes the District as an insured for coverage. Premiums are paid by the tenant/users of District facilities.

**Insurance Carrier:** Atlantic Specialty Insurance Company

Named Insured: Las Vegas Clark County Library District, Tenant/User Of

Coverage	Limits of Insurance
Each Occurrence – Bodily Injury	\$1,000,000
Property Damage – See Property Quote	
Personal and Advertising Injury	\$1,000,000
General Aggregate	None
Products/Completed Operations Aggregate	\$1,000,000
Fire Damage to Rented Premises	\$50,000
Medical Expenses	Excluded

Liquor Liability	Limits of Insurance
Liquor Liability – Each Common Cause	\$1,000,000
Liquor Liability – Aggregate	\$1,000,000

Retentions	Deductible
Bodily Injury and/or Property Damage	N/A
Liquor Liability	N/A

The intent of this program is to provide low-cost general liability insurance to "third party" users of (users of public venues or facilities) venues and facilities. It is designed to protect both the user and the (Entity) against claims by other third parties who may be injured as a result of attending the event.

Events may range from very low risk activities, such as seminars, receptions or weddings, to higher risk events including camps, sports events and concerts. The premium is based upon the risk associated with the event or activity, the number of days needed, the number of attendees and if there are any special requirements, including alcohol liability, food service, etc.

### Tenant/User Property Damage

Provides property damage coverage for temporary tenants/users of District facilities for meetings, events and other short-term uses. Automatically includes the District as an insured for coverage. Premiums are paid by the tenant/users of District facilities.

Third Party Property Damage	Limits of Insurance
Tenant/User Third Party Property Damage	\$1,000,000 Aggregate
	Loss limit per Event/ Occurrence
Retentions	Deductible
Tenant/User Property Damage	\$1,000 per claim

### Third Party Property Damage Terms and Conditions (including but not limited to):

- Personal Property Floater Declarations -
- Disclosure Pursuant To Terrorism Risk Insurance Act
- Third Party Property Damage Coverage Form
- Earth Movement/Volcanic Eruption/Flood Exclusion
- Personal Property Floater Policy
- Limited Exclusion of Acts of Terrorism (Other than Certified Acts of Terrorism); Cap on Losses from Certified Acts of Terrorism
- Exclusion of Certain Computer Related Losses
- Nevada Changes Cancellation and Nonrenewal
- Nevada Changes Concealment, Misrepresentation or Fra

Proposal of Insurance

Proposed Policy Term: 7/15/2021 to 7/15/2022

### **Attachments**

- 1. Coverage to consider
- 2. Client authorization to bind coverage
- 3. Evaluating financial strength and capacity of insurance markets
- 4. Insurance company financial information
- 5. USI Disclosures
- 6. When to notify USI Insurance Services
- 7. Terrorism Risk and Insurance Act 2015 (TRIA) coverage options
- 8. Selection or Rejection of Terrorism Insurance Coverage
- 9. Flood insurance selection/rejection form
- 10. Windstorm/hail acknowledgement form
- 11. Notice of surplus lines placement
- 12. General Provisions
- 13. Who We Are
- 14. The USI ONE Advantage
- 15. Property and Casualty Resources
- 16. "Claims Made" Coverage

# Coverage to Consider

In evaluating your exposures to loss, we have been dependent upon information provided by you. If there are other areas that need to be evaluated prior to binding of coverage, please bring these areas to our attention.

#### Specifically, we ask that you review the following items:

**Higher limits:** In today's litigious society, many businesses have found it necessary to

increase the limits of liability to ensure they are adequate to protect their assets in the event of a loss. Higher limits of liability may be available. Please carefully review the limits to ensure your level of

comfort with the limits.

Cyber liability/ network

security:

*Media & Content liability:* Damages and defense costs arising from claims of libel, copyright or trademark infringement, or

defamation; damages to a website by a hacker or disgruntled employee

Excess/umbrella

liability:

This coverage provides additional protection when your business or organization exceeds insurance limits on an underlying policy.

**Pollution legal liability:** This coverage helps mitigate the environmental risks that come with

owning or operating a real estate facility or site. We can design a policy

to provide coverage for pre-existing unknown conditions, new

conditions, on-site and off-site third-party coverage for cleanup costs,

bodily injury, and property damage.

Proposed Policy Term: 7/15/2021 to 7/15/2022

### Client Authorization to Bind Coverage

TO: USI Insurance Services

5355 Kietzke Lane, Suite 101, Reno, NV, 89511

**RE:** Insurance Proposal

This proposal contains proprietary confidential information concerning USI Insurance Services USA, Inc. ("USI") and our Clients. It may not be distributed or reproduced without the express prior written consent of USI Insurance Services. No disclosure concerning this proposal shall be made without the express prior written consent of USI Insurance Services.

The intent of this proposal is to provide a highlight of the coverage offered in our insurance program, and is not meant to be all-inclusive. Please read your actual policy(ies) for complete details including terms, conditions, limitations, and exclusions.

Exposure information, including but not limited to property values, auto schedules, payroll, and revenues, used in the proposal were those presented by you and should be carefully reviewed and/or appraised for adequacy.

I have read and understand the terms and conditions of this proposal and the compensation USI Insurance Services may receive in connection with USI Insurance's services described in this proposal. All questions and concerns I had regarding any of the terms outlined above have been discussed and addressed with USI Insurance Services.

After careful review of your proposal dated **June 1, 2021** we have decided to accept the following proposal

#### Please mark selected options:

op	tions:					
	Travelers: Package, Auto, General & Management Liability & Umbrella: \$15,000,000 Annual Premium: \$321,201					
	Travelers: Package, Auto, General & Management Liability & Umbrella: Umbrella \$20,000,000 Annual Premium: \$331,050					
Cri	<u>me</u>					
	Crime – Chubb Annual Premium \$5,908 ☐ Crime – Great American Annual Premium \$5,927					
<u>Cyl</u>	ber Liability:					
	Benchmark c/o Cowbell Annual Premium: \$12,224					
Pol	llution / Tank Environmental Liability (Tokio Marine)					
	\$5,000 deductible: Annual Premium, Taxes & Fees: \$981.86					
Kid	Kidnap, Ransom & Extortion (Including Assault Response) (Great American)					
	\$1,000,000 limit, annual term: \$1,829					
	\$3,000,000 limit, annual term: \$3,243					
	Indian Harbor, Active Assailant Coverage: Annual Premium, Taxes & Fees: \$5,602.29					
	Atlantic Specialty: Tenant/User Liability & Property Damage: \$0.00 (premiums paid by users)					

USI Insurance Services June 1, 2021 Prepared for: Las Vegas-Clark County Library District

Proposal of Insurance

Proposed Policy Term: 7/15/2021 to 7/15/2022

# Client Authorization to Bind Coverage

Policy delivery (please select your preferred options)			
☐ Electronically via email ☐ P	Paper copy in 3-ring binder	☐ Via CD or file sharing service	
Please have binders and your invoice	e prepared for the agreed-up	on coverage.	
G	<b>N</b> T	D. L.	
Customer Signature	Name	Date	
Las Vegas-Clark County Library Dist	rict		
Company	Title		

Proposed Policy Term: 7/15/2021 to 7/15/2022

## Evaluating Financial Strength and Capacity of Insurance Markets

USI Insurance Services' objective is to place Clients risks with insurers that are financially sound. In assessing the financial strength of insurers, USI Insurance Services relies upon statutory financial statements as well as the opinions and assessments of recognized rating agencies and other carrier review companies. USI Insurance Services authorizes insurers that it believes, at the time of placement, have the financial ability to fulfill their claim payment obligations to our clients. USI Insurance Services is not a guarantor of the solvency of insurers with which its brokers place business. However, our goal is to use reasonable measures to do business with financially healthy insurers. Our recommendations are based on financial and other relevant information that is available at the time of placement.

USI Insurance Services has appointed a group of experienced insurance professionals to serve on a Market Security Committee. This Committee is responsible for establishing and utilizing guidelines for the selection of insurers and supporting employees in their efforts to utilize financially sound insurers. In assessing the financial strength of insurers, the Committee relies upon the opinions and assessments of recognized rating agencies and other carrier review companies.

Proposal of Insurance Proposed Policy Term: 7/15/2021 to 7/15/2022

# **Insurance Company Financial Information**

### Objective assessments help insurance buyers make informed decisions

As your insurance broker, one of our objectives is to provide you with information and assessments published by rating agencies on the financial stability of the insurers currently underwriting your coverage's, or of those insurers we recommend you consider.

The A.M. Best rating for the insurance companies represented in this proposal are as follows:

Insurance Carrier	A.M. Best Rating
The Travelers Indemnity Company	A++ XV (Superior)
Travelers Casualty and Surety Co of America	A++ XV (Superior)
The Phoenix Insurance Company	A++ XV (Superior)
Great American Insurance Company	A + XV (Superior)
Indian Harbor Insurance Co.	A + XV (Superior)
Chubb / Federal Insurance Company	A++ XV (Superior)
Benchmark Insurance Company	A VII (Excellent)
Hudson Insurance Company	A XV (Excellent)
Lloyds of London	A XV (Excellent)
Atlantic Specialty Insurance Company (One Beacon)	A + XV (Superior)
Tokio Marine Specialty	A ++ XV (Superior)

Financial strength ratings

manciai strength ratings						
A.M. Best rating	S&P rating	Rating agency assessment				
A++, A+	AAA	Superior				
A, A-	AAA, AA, AA-	Excellent				
B++, B+	A+, A, A-	Good				
В, В-	BBB+, BBB, BBB-	Fair, vulnerable to adverse conditions				
C++, C+	BB+, BB, BB-	Marginal, financial security may be adequate				
C, C-	B+, B, B-	Weak, vulnerable				
D, E, F	CCC, CC, C	Poor, extremely vulnerable or failed				

#### Financial size ratings

A.M. Best also assigns categories to insurance companies to indicate levels of statutory surplus and related funds.

A.M. Best financial size category	Adjusted policyholder surplus (in millions)	A.M. Best financial size category	Adjusted policyholder surplus (in millions)
I	Less than \$1	IX	\$250 - \$500
II	\$1- \$2	X	\$500 - \$750
III	\$2-5	XI	\$750 - \$1,000
IV	\$5 - \$10	XII	\$1,000 - \$1,250
V	\$10 - \$25	XIII	\$1,250 - \$1,500
VI	\$25 - \$50	XIV	\$1,500 - \$2,000
VII	\$50 - \$100	XV	Above \$2,000
VIII	\$100 - \$250		

This proposal is merely a descriptive summary of coverage provided by the insurance companies being proposed and should be used for reference purposes only. This is a quotation of coverage only. It is not a binder. This proposal does not amend or alter the insurance contract. Please refer to the policy contract for specific terms, conditions, limitations, and exclusions. Confidential. © 2021 USI Insurance Services LLC. All Rights Reserved.

### **USI** Disclosures

**Surplus Lines DISCLOSURE:** Insurance is issued pursuant to the Surplus Lines Laws. Persons insured by Surplus Lines Carriers do not have the protection of the Insurance Guaranty Act to the extent of any right of recovery for the obligation of an insolvent unlicensed insurer. Surplus Lines policies that are subject to audit provide for additional premium charges, but may not allow for return premium.

**Information Concerning Our Fees:** As a licensed insurance producer, USI is authorized to confer with or advise our clients and prospective clients concerning substantive benefits, terms or conditions of insurance contracts, to sell insurance and to obtain insurance coverages for our clients. Our compensation for placement of insurance coverage, unless otherwise specifically negotiated and agreed to with our client, is customarily based on commission calculated as a percentage of the premium collected by the insurer and is paid to us by the insurer. We may also receive from insurers and insurance intermediaries (which may include USI affiliated companies) additional compensation (monetary and non-monetary) based in whole or in part on the insurance contract we sell, which is contingent on volume of business and/or profitability of insurance contracts we supply to them and/or other factors pursuant to agreements we may have with them relating to all or part of the business we place with those insurers or through those intermediaries. Some of these agreements with insurers and/or intermediaries include financial incentives for USI to grow its business or otherwise strengthen the distribution relationship with the insurer or intermediary. Such agreements may be in effect with one or more of the insurers with whom your insurance is placed, or with the insurance intermediary we use to place your insurance. You may obtain information about the nature and source of such compensation expected to be received by us, and, if applicable, compensation expected to be received on any alternative quotes pertinent to your placement upon your request.

**Information Concerning Our Fees:** As a licensed insurance producer, USI is authorized to confer with or advise our clients and prospective clients concerning substantive benefits, terms or conditions of insurance contracts, to sell insurance and to obtain insurance coverages for our clients. You have agreed to pay compensation to USI, for the placement of insurance, pursuant to a written agreement. We may also receive from insurers and insurance intermediaries (which may include USI affiliated companies) additional compensation (monetary and non-monetary) based in whole or in part on the insurance contract we sell, which is contingent on volume of business and/or profitability of insurance contracts we supply to them and/or other factors pursuant to agreements we may have with them relating to all or part of the business we place with those insurers or through those intermediaries. Some of these agreements with insurers and/or intermediaries include financial incentives for USI to grow its business or otherwise strengthen the distribution relationship with the insurer or intermediary. Such agreements may be in effect with one or more of the insurers with whom your insurance is placed, or with the insurance intermediary we use to place your insurance. You may obtain information about the nature and source of such compensation expected to be received by us, and, if applicable, compensation expected to be received on any alternative quotes pertinent to your placement upon your request.

**Reviewing Client Contracts DISCLOSURE:** As a service to our clients, upon their request, USI will review those portions of your contract regarding the insurance and indemnity requirements as they relate to your insurance program and provide comments and/or recommendations based upon such review. This service should not be taken as legal advice and it does not replace the need for review by the insured's own legal counsel.

Prepared for: Las Vegas-Clark County Library District
Proposal of Insurance

Proposed Policy Term: 7/15/2021 to 7/15/2022

### When to Notify USI Insurance Services

It is important that you advise USI Insurance Services of any material changes in your operations which may have a bearing on your insurance program. Your insurers have evaluated and accepted the risks on the basis of the information given. Any variation of these details could lead to complication in the event of a loss.

These changes may include, but are not limited to:

- Changes of personnel affecting responsibility for insurance decisions.
- Personnel traveling overseas/on temporary assignment overseas/working on military bases.
- Acquisition or creation of new companies or subsidiaries and/or mergers in which you are involved or any legal change in the corporate structure.
- Purchase, sale, lease, construction, or occupancy of new premises; real estate alteration, vacating the
  premises, or temporary unoccupancy; extension or demolition of existing premises. This applies for
  both domestic and foreign locations.
- Increase in values of building, business personal property, or inventory for both scheduled and unnamed locations.
- Removal of business personal property or stock to new or temporary locations.
- Addition of new locations, equipment, or vehicles, whether hired, purchased, leased, or borrowed.
- Changes in processes, occupancy, products, revenue, sales, or business operations.
- Addition, alteration, or temporary disconnection of fire or burglary protection systems.
- Use of owned or non-owned aircraft or watercraft.
- Major changes in value or nature of goods being shipped.
- Employment of personnel in states in which you were previously not doing business.
- Election or appointment of a new C.E.O. or C.O.O., or change in control of either the Board of Directors or the stock ownership of the company.
- Changes in ERISA Plan Assets.
- Any written contracts executed with contractor, subcontractors, suppliers, or others.

Prepared for: Las Vegas-Clark County Library District
Proposal of Insurance

Proposed Policy Term: 7/15/2021 to 7/15/2022

# Terrorism Risk and Insurance Act 2015 (TRIA) coverage options

The Terrorism Risk Insurance Act establishes a program within the Department of the Treasury, under which the federal government shares, with the insurance industry, the risk of loss from future terrorist attacks. The Act applies when the Secretary of the Treasury certifies that an event meets the definition of an act of terrorism. The Act provides that, to be certified, an act of terrorism must cause losses of at least 5 million dollars and must have been committed by an individual or individuals, as part of an effort to coerce the government or population of the United States.

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 85% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. This will decrease to 80% by 2020.

The Terrorism Risk Insurance Act, as amended in 2007, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced. If insured losses are less than \$27.5 billion (\$37.5 billion by 2020), the government is required to recoup 140% of government outlays. There are instances in which the level of loss would not require the government to recoup outlays, but it would retain the authority to do so.

In accordance with the Terrorism Risk Insurance Act, we are required to offer you coverage for losses resulting from an act of terrorism **that is certified under the federal program** as an act of terrorism. The policy's other provisions will still apply to such an act.

See the section of this notice titled **Selection or rejection of terrorism insurance coverage**. If you choose to accept this offer of coverage, your premium will include the additional premium for terrorism as stated in this disclosure

Failure to pay the premium by the due date will constitute rejection of the offer and your policy will be written to exclude the described coverage.

Proposal of Insurance

Proposed Policy Term: 7/15/2021 to 7/15/2022

# Selection or Rejection of Terrorism Insurance Coverage

Line of Coverage	Annual Premium	Accept	Reject
Property	Included	X	
General Liability	Included	X	
Automobile Liability	Included	X	
Workers' Compensation			
Umbrella or Excess Liability	Included	X	
Crime	Included	X	
Fiduciary			
K&R	Included	X	
E&O			
Cargo			
D&O	Included	X	
Other (specify) Pollution	Quoted	X	
Cyber Liability	Confirming		
Active Assailant	\$4,114 + taxes and fees	X	
Total Cost			

Please check here if you <b>do</b> wish to include this coverage and specify above which lines of coverage Please sign and date below.
Check here if you <b>do not</b> wish to include Terrorism coverage. Please sign and date below.
Signature:
Title:
Date:

Proposed Policy Term: 7/15/2021 to 7/15/2022

### Flood Insurance Selection/Rejection Form

Standard property policies including, but not limited to, homeowners policies, dwelling policies, or commercial property insurance policies exclude coverage for flooding events.

As your insurance professionals, we strongly recommend that you purchase flood insurance.

I understand that flood insurance coverage is available for the property located at the address below. I make the elections or rejections for coverage as indicated below. I also understand that my election and/or rejection of this coverage will apply to all future renewals, continuations, and changes unless I notify my insurance brokerage firm otherwise in writing.

Type of coverage	<u>Accept</u>	<u>Reject</u>	<u>Unavailable</u>
Building coverage			
Contents/personal property			
Excess building coverage			
Excess contents/personal property			
Applicant's signature		Date	
Address of property			
Sales Executive/Account Executive/R signature	Representative's	Date	

Coverage quoted – see Property for quoted sub-limits

Proposed Policy Term: 7/15/2021 to 7/15/2022

# Windstorm/Hail Acknowledgement Form

Property policies, such as homeowners policies, dwelling policies, and commercial property insurance policies may exclude coverage for windstorm and hail events (including, but not limited to, hurricane and tornado). As your insurance brokerage firm, we strongly recommend that you purchase this important coverage. It is possible that coverage as recommended below may not be available from the carriers we represent.

I hereby acknowledge the acceptance, rejection, or unavailability of windstorm and hail coverage as indicated below. It will be conclusively presumed this election, rejection, and/or acknowledgement of unavailability will apply to all future renewals, continuations, changes or replacements thereof.

Type of coverage	<u>Accept</u>	<u>Reject</u>	<u>Unavailable</u>
Building coverage			
Personal property			
Applicant's signature		Da	ate
Address of property			
Sales Executive/Account Executive	utive/Representative's s	ignature Da	ate

Coverage quoted

# Notice of Surplus Lines Placement

USI Insurance Services. 5355 Kietzke Lane, Suite 101 Reno, NV 89511 Office: (775) 335-2120

Fax: (610) 537-2335

June 1, 2021

Las Vegas-Clark County Library District

Dear Steve,

We have offered you insurance coverage with:

Indian Harbor Insurance Co.	A + XV (Superior)
Hudson Insurance Company	A XV (Excellent)
Lloyds of London	A XV (Excellent)
Tokio Marine Specialty	A ++ XV (Superior)

We want you to know that this is a surplus lines insurer, and that it does meet the financial strength requirements that we usually require of insurers with whom we place our customer's risks.

We exercise caution in placing insurance with a surplus lines insurer, because in the event this insurer becomes insolvent, the provisions of the state insurance guaranty associations **will not** apply. The state insurance guaranty associations provide for the payment of certain covered claims (up to a certain dollar amount) when a carrier becomes insolvent, but this protection is **not** available for surplus lines insurers.

Carrier above are rated by AM Best, an independent insurer-rating organization that evaluates the financial strength of insurers. Insurers are not required to obtain a rating, and ratings are not a guarantee of an insurer's financial status. Some insurers who became insolvent have previously had high ratings; however, ratings are a tool that helps us make an objective evaluation of an insurer.

We want you to have this information so you can make an informed decision about whether to have your insurance placed with any of the markets noted above. If you should have any questions regarding this surplus lines placement, please contact me directly.

Thank you for your careful consideration of this matter.

Very truly yours,

Brandon Lewis, CPCU, ARM USI Insurance Services.



Proposed Policy Term: 7/15/2021 to 7/15/2022

### General Provisions

Please read this document carefully, and advise if any provisions contained herein are unclear or incorrect, and advise your USI ("USI Insurance Services") team immediately if any coverage is not reflected correctly or if any risks or potential risks have not been identified.

This document states the A. M. Best Company rating for each listed insurance company. Ratings are based on overall performance and financial strength. Performance ratings range from a low of "C-" to the highest rating assigned, "A++." Some insurance companies are subject to "Not-Assigned" categories. Financial size categories range from "I" (up to \$1,000,000 in surplus) to "XV" (\$2,000,000,000 or more in surplus).

Admitted insurance companies afford certain regulatory protection not extended to non-admitted insurance companies. For example, your state's Insurance Guarantee Association does not offer its loss protection to non-admitted insurance companies in the event of insolvency.

When, in USI's judgment, it is necessary or beneficial to do so, we will utilize the services of other intermediaries, sometimes referred to as Wholesalers or Managing General Agents (MGA's), to assist in accessing coverage for insureds or prospects. Such wholesale intermediaries may or may not be affiliated with USI, and would be compensated by the insurance company out of insured-paid premiums.

In some instances, insurance coverage placements made by USI require the payment of state surplus lines tax and fees, in addition to the insurance premium itself. USI will attempt to identify any such applicable tax and fees in advance of requesting coverage bound. In all instances, however, payment of any surplus lines tax and fees is the sole responsibility of the insured.

### Who we are

USI is a leading local, national and global insurance brokerage and consulting firm delivering property and casualty, employee benefits, personal risk, program and retirement solutions to large risk management clients, middle market companies, smaller firms and individuals. Headquartered in Valhalla, New York, USI connects together over 6,000 industry leading professionals across more than 150 offices. USI has become a premier insurance brokerage and consulting firm approaching \$2 billion in revenue by leveraging the USI ONE Advantage®, an interactive platform that integrates proprietary and innovative client solutions, networked local resources and expertise, and enterprise-wide collaboration to deliver customized results with positive, bottom line impact. USI attracts best-in-class industry talent with a long history of deep and continuing investment in our local communities. For more information, visit usi.com.

USI products and services include:

- *Commercial Property & Casualty*: including workers' compensation, property coverage, general liability, auto liability, umbrella/excess, management professional services (MPS), cyber risk, environmental, product liability, international, claims and risk control, and more.
- *Employee Benefits*: including underwriting and analytics, HR services, population health management, compliance/healthcare reform, healthcare cost management, pharmacy benefit consulting, ancillary benefit consulting.
- *Personal Risk*: including property, homeowners, farm and ranch, automobile, umbrella, recreational, workers' compensation for household staff, directors & officers/executive risk, and such specialized products as family office group excess, kidnap and ransom, identity theft and private collections.
- Retirement Consulting: including defined benefit, defined contribution, investment advisory, health and welfare administration, regulatory and compliance, employee communications and church plan solutions.
- **Affinity Programs:** providing a single source of comprehensive insurance and financial services products, member service and advocacy, persona-based strategic marketing, risk management and financial wellness tools for associations, affinity groups and select industries.

While USI is a full-service brokerage operation, we have developed specialty operations within each region based upon local niche demographics.

Proposal of Insurance

Proposed Policy Term: 7/15/2021 to 7/15/2022

# The USI ONE Advantage®

What truly distinguishes USI as a leading middle market insurance brokerage and consulting firm is the USI ONE Advantage, a game-changing value proposition that delivers clients a robust set of risk management and benefit solutions and exclusive resources with financial impact. USI ONE® represents **Omni**, **Network**, **Enterprise**—the three key elements that create the USI ONE Advantage and set us apart from the competition.

# Omni Knowledge Engine™ – USI's Proprietary Analytics

Omni, which means "all," is USI's one-of-a-kind solutions platform—real time, interactive, dynamic and evolving, and customized for each client. Built in-house by USI subject matter experts, Omni captures the experience of more than 150,000 clients, more than 6,000 professionals and over 100 years of business activity through our acquired agencies into targeted, actionable solutions.

#### Network – USI's Local and National Resources

USI has made a very large investment in local resources and technical expertise, with more than 4,400 professionals networked nationally to build strong vertical capabilities and

NETWORK

ENTERPRISE

Customized, actionable, measurable solutions with bottom line impact.

The USI ONE Advantage®

integrated account teams. Our local and regional experts ensure account team availability, hands-on service, and ongoing diligent follow-through so we can deliver on the solutions we customize for our clients.

### Enterprise – USI's Team Based Strategic Planning

USI's enterprise planning is a disciplined, focused, analysis centered on our client's issues and challenges. Highly consultative meetings integrate USI's Omni analytics with our broad resource network to build a risk management strategy aligned with client business needs. Our enterprise process is a proven method for identifying, quantifying and minimizing client risk exposures.

The USI ONE Advantage—our <u>Omni</u> knowledge engine, with our <u>Network</u> of local and national resources, delivered to our clients through our <u>Enterprise</u> planning process gives USI fundamentally different solutions, the resources to deliver, and a process to bring superior results to our clients

### **Property and Casualty Resources**

### **Risk Management Center**

Web-based, enhanced safety resource providing access to safety policies and programs, online training resources, streaming safety videos, Learning Management System (LMS), audits and safety observations, certificate of insurance tracking, incident/accident reporting, safety data sheet (SDS) tracking, OSHA recordkeeping, HR and benefits resources and "Ask the Expert".

### **Risk Management**

Insurance premiums represent only one component within your Total Cost of Risk. The risks that you retain in the form of deductibles or retentions represent significant opportunities for risk control and expense management.

USI will tailor a service plan to meet your needs. The following is a sample of additional services that we provide.

- Risk control and engineering
  - Risk evaluation and assessment
  - Environmental, health, and safety training advisors
  - Consulting on property protection and engineering
  - Regulatory review and compliance services
  - Fleets and transportation risk
- Claims consulting and solutions
  - Claims program best practices
  - Claims services administrator marketing and selection
  - Claims services provider auditing and quality measurement
  - Claims program analytics and metrics

- Financial analytics
  - Loss forecast and accrual analysis
  - o Risk retention analysis
  - Program comparison and cash flow modeling
  - o Cost of risk allocation
  - o Risk bearing capacity analysis
  - Benchmarking

\*Some services require additional fees and may be offered directly through third-party providers.

Proposed Policy Term: 7/15/2021 to 7/15/2022

### "Claims Made" Coverage Notice

Some of the quotes provided in this proposal **may be** offered on a Claims Made or a Claims Made and Reported basis.

A brief description of Claims Made and Claims Made and Reported forms is included below for your reference.

#### **Claims Made**

- 1. Under a *claims-made* form, the policy that is in effect at the time that a claim is made against you is the policy that will respond to that claim, regardless of when the wrongful act occurred (subject to any retroactive date). This differs from an *occurrence* form, which responds to claims resulting from accidents, incidents or injuries occurring while the policy was in effect, regardless of when a claim for damages is brought.
- 2. If your policy has a *retroactive date*, the wrongful act must have occurred after the retroactive date in order for the policy to respond to a claim.

You may have the right to purchase an extended reporting period (ERP) endorsement if the policy is cancelled or not renewed. This endorsement will provide a period of time to continue to report claims that arise resulting from wrongful acts that occurred after any retroactive date and before the end of your policy period. The ERP (often called "tail" coverage) must be requested within a specific time frame and the additional premium, which typically is required prior to the tail period begins, is fully earned.

### **Claims Made and Reported**

A type of claims made policy in which a claim must be both made against the insured and reported to the insurer during the policy period for coverage to apply.\*

\*Source: IRMI Glossary of Insurance and Risk Management Terms.

# Las Vegas-Clark County Library District Policy Term: 7/1/2021 to 7/1/2022

**Premium & Coverage Summary** 



Fremium & Co	verage Summary								
			20/21				21/22		
Renewal		Limit /	Expiring	Renewal		Limit /	Renewal		
Carriers	Coverage	Deductible	Premium	Carriers	Coverage	Deductible	Premium	\$ Change	% Change
Travelers Insurance Co.	Property	Blanket Limit TIV \$\$286,084,890 All Risk Ded \$5,000 Business Income \$2,000,000	\$159,019	Travelers Insurance Co.	Property	Blanket Limit TIV \$284,094,509 All Risk Ded \$5,000 Business Income \$2,000,000	\$161,003	\$1,984	1%
		Ded. 24 hr. waiting period Earthquake \$25,000,000 / Ded. 50,000 Flood \$15,000,000 / Ded. \$25,000 (except Moapa \$2,200,000 / ded				Ded. 24 hr. waiting period Earthquake \$25,000,000 / Ded. 50,000 Flood \$15,000,000 / Ded. \$25,000 (except Moapa \$2,200,000 / ded \$100,000)			
		\$100,000) Art On Loan/ Display \$400,000 / Ded \$5,000				Art On Loan/ Display \$400,000 Ded \$5,000			
Travelers	Inland Marine	Scheduled Fine Arts \$757,086 Misc.		Travelers	Inland Marine	Scheduled Fine Arts \$761,775 Misc. Equip.			
Insurance Co.		Equip. \$31,693 /Ded \$1,000	\$409	Insurance Co.		\$31,693 / Ded \$1,000	\$430	\$21	5%
Travelers				Travelers					
Insurance Co.	General Liability	\$2,000,000 ea. \$2,000,000 agg	\$23,642	Insurance Co.	General Liability	\$2,000,000 ea. \$2,000,000 agg	\$24,168	\$526	2%
Travelers Insurance Co.	,	\$1,000,000 CSL	, ,,,	Travelers Insurance Co.	,	\$1,000,000 CSL	, , = =	, , ,	
	Automobile	38 vehicles	\$56,418		Automobile	33 vehicles	\$68,736	\$12,318	22%
Travelers Insurance Co.	Public Entity	Public Officials \$1,000,000 / Ded. \$50,000 Employment Practices \$1,000,000 / Ded \$50,000 / Retro date: full prior acts		Travelers Insurance Co.	Public Entity Management	Public Officials \$1,000,000 / Ded. \$50,000 Employment Practices \$1,000,000 / Ded \$50,000 / Retro date: full prior acts			
	Executive Liability	Umbrella coverage follows	\$35,071		Liability	Umbrella coverage follows	\$36,930	\$1,859	5%
Travelers			φου,σ: :	Travelers		on more and a series and a seri	<del>+00,000</del>	Ψ1,000	0,0
Insurance Co.	Limbadia	\$20,000,000 / CID \$40,000	<b>#22.22</b>	Insurance Co.	l les bralle	\$20,000,000 / CID \$40,000	<b>#20.702</b>	ФС <b>Б</b> 40	200/
	Umbrella	\$20,000,000 / SIR \$10,000	\$33,235		Umbrella	\$20,000,000 / SIR \$10,000	\$39,783	\$6,548	20%
Travelers	Package: Crime &	Crime - \$1,000,000 / Ded \$10,000	\$5,877	Chubb / Federal Insurance Co.	Crime	Crime - \$1,000,000 / Ded \$10,000	\$5,908	\$31	1%
Travelers	Cyber Liability	Cyber - Network & Security \$1,000,000 Breach/Notification/Remediation Expense \$250,000 / Ded. \$5,000 Retro: 7/15/09	\$7,599	Benchmark c/o Cowbell	Cyber Liability	Cyber - Network & Security \$1,000,000 Breach/Notification/ Media / Ded. \$25,000 Retro: will match	\$12,224	\$4,625	61%
Tokio Marine (Philadelphia)	Tank Environmental	\$1,000,000 ea. Incident \$2,000,00 aggregate / Ded \$10,000 Retro: 5/3/11	\$942	Tokio Marine	Tank Environmental	\$1,000,000 ea. Incident \$2,000,00 aggregate Ded \$5,000 Retro: 5/3/11	\$982	\$40	4%
Great American	K&R	\$1,000,000 / No ded	\$1,709	Great American	K&R	\$1,000,000 / No ded	\$1,829	\$120	7%
Indian Harbor	Active Shooter	Public Relations \$100,000 per person Counseling Costs \$10,000 per person Medical Expense \$10,000 per person Employee Retaining \$10,000 per person Security Costs \$25,000 per occ/aggregate	\$5,602	Indian Harbor	Active Shooter	Public Relations \$100,000 per person Counseling Costs \$10,000 per person Medical Expense \$10,000 per person Employee Retaining \$10,000 per person Security Costs \$25,000 per occ/aggregate	\$5,602	\$0	0%
One Beacon / American Specialty	Tenant User Liability & Property Damage	\$1,000,000 Liability 3rd Party Property Damage \$1,000,000 / Ded \$1,000	\$0	One Beacon / American Specialty	Tenant User Liability & Property Damage	\$1,000,000 Liability 3rd Party Property Damage \$1,000,000 /	\$0	\$0	0%
		20/21 Totals			, , ,	21/22 Totals	\$357,595	\$28,072	8.52%
			•				•	•	

### Quote Options:

Umbrella / Excess Liability quote options	Premium	\$ Change	% Change
Option # 1 - Limit \$15,000,000 / SIR \$10,000	\$29,934	(\$3,301)	-10%
Option #2 - Limit \$20,000,000 / SIR \$10,000	\$39,783	6,548	20%
Total Estimated Premium with Option # 1	\$347.746	\$18.223	5.53%

\*note Tank Environmental and Active shooter quotes above include broker and surplus lines taxes and fees.