

## ITEM III.

**PROPOSED AGENDA  
LAS VEGAS-CLARK COUNTY LIBRARY DISTRICT  
Board of Trustees' Risk Management Committee Meeting  
July 13, 2023**

DATE: Thursday, July 13, 2023

TIME: 4:30 p.m.

PLACE: Rainbow Library  
3150 N Buffalo Drive  
Las Vegas, NV 89128 and

Online via YouTube

The Agenda and Board meeting documents can be found at  
<https://lvccld.org/board/board-of-trustees-meetings/>

The Risk Management Committee, comprised of Jennifer Jiron, Committee Chair; José L. Meléndrez, and Nathaniel Waugh, 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, 2023 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](mailto: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.

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

- A. 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, 2023.

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.

Anyone wishing to comment via email during the meeting must send an email to [boardcomments@lvccld.org](mailto: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.

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.

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.

NOTE: PLEASE CONTACT EBONI NANCE AT (702) 507-6186 OR [EBONI.NANCE@THELIBRARYDISTRICT.ORG](mailto:EBONI.NANCE@THELIBRARYDISTRICT.ORG) TO REQUEST THE SUPPORTING MATERIAL FOR THIS MEETING.

Pursuant to NRS 241.020, this item has been properly noticed and posted online at the Las Vegas-Clark County Library District website, [www.lvcclld.org](http://www.lvcclld.org) and at Nevada Public Notice at <https://notice.nv.gov>. Written notice of the meeting of the Las Vegas-Clark County Library District Board of Trustees was given on Friday, July 7, 2023, 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:
  - 1. Clark County Library  
1401 E. Flamingo Road  
Las Vegas, NV 89119
  - 2. East Las Vegas Library  
2851 E. Bonanza Road  
Las Vegas, NV 89101
  - 3. Sunrise Library  
5400 Harris Avenue  
Las Vegas, NV 89110
  - 4. West Charleston Library  
6301 W. Charleston Boulevard  
Las Vegas, NV 89146
  - 5. West Las Vegas Library  
951 W. Lake Mead Boulevard  
Las Vegas, NV 89106
  - 6. Windmill Library  
7060 W. Windmill Lane  
Las Vegas, NV 89113
  - 7. Rainbow Library  
3150 N Buffalo Drive  
Las Vegas, NV 89128

8. Las Vegas-Clark County Library District website  
[www.lvccld.org](http://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. Live Stream Connection information:  
<https://www.youtube.com/watch?v=XhBz0egBfes> or  
Visit the Library District's YouTube channel: Youtube.com/TheLibraryDistrict

## **AGENDA ITEM**

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### **JULY 13, 2023 MEETING OF THE BOARD OF TRUSTEES RISK MANAGEMENT COMMITTEE**

#### **Agenda Item # IV.A.1.:**

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, 2023.

#### **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 July 13<sup>th</sup> meeting.

#### **Recommended Action:**

Motion to recommend to the Board of Trustees that a contract for property and casualty insurance and public officials and employment practices liability insurance be awarded through USI Insurance Services to **Travelers, Chubb/Federal, Benchmark, Tokio Marine Specialty, Great American, Indian Harbor, and Atlantic Specialty\*** at an annual premium, **not to exceed \$ \$418,577.21\***, for the policy year commencing on July 15, 2023, subject to final review by Counsel.

\* 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, 2023 to July 15, 2024*

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  
8360 W. Sahara, Suite 110  
Las Vegas, NV 89117  
Direct (725) 206 6946  
Fax: (610) 537-2335

[www.usi.com](http://www.usi.com)

May 26, 2023

Products and services are offered through USI Insurance Services LLC.

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## Service Team

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### **Sales Executive**

*Manages your overall account and brings all of our resources together for your benefit.*

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

Vice President

Direct: (775) 335-2113

Mobile: (775) 453-4297

[brandon.lewis@usi.com](mailto:brandon.lewis@usi.com)

### **Account Executive**

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

### **Jennifer Fryer, CIC**

Account Executive &

Commercial Lines Supervisor

Direct: (775) 335-2107

[jennifer.fryer@usi.com](mailto:jennifer.fryer@usi.com)

### **Claims Consulting**

*Advocates on claims to troubleshoot servicing issues, answer questions about the claims process and assist with optimizing claims outcomes.*

### **Donna Stewart, RWCS**

Senior Claims Consultant

Direct: (775) 335-2112

[donna.stewart@usi.com](mailto:donna.stewart@usi.com)

### **Risk Control Consulting**

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

### **Greg Wilson, CSP, CIC, ARM, CRM**

Direct (713)490-4551

[Greg.wilson@usi.com](mailto:Greg.wilson@usi.com)

### **Certificates of insurance**

*Please contact your account team for any certificate needs.*

### **Office Telephone Numbers**

Main office: (775) 335-2120

Fax: (610) 537-2335

### **Office hours (unless noted above)**

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

## Marketing Summary

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Insurer	Line(s) of Coverage	Response
Travelers Insurance Companies	Property, Inland Marine General Liability, Auto Management Liability Umbrella	Quoted renewal
Great American	Assault Expense/Threat Response and Kidnap & Ransom	Quoted renewal
Indian Harbor	Active Assailants Coverage	Quoted renewal
Philadelphia / Tokyo Marine Specialty	Environmental Tank Coverage	Quoted renewal
Chubb / Federal Insurance Co.	Crime	Quoted renewal
Obsidian Specialty Insurance Co. / Cowebell	Cyber	Quoted renewal
Atlantic Specialty / Intact	TULIP Program	Quoted renewal



## Premium Summary

Coverage	Expiring Premiums 2022/2023	Renewal Premiums 2023/2024
<b>Insurance Carrier</b>	<b>Travelers</b>	<b>Travelers</b>
<i>Property Total Insured Value (TIV)</i>	<i>\$296,040,517*</i>	<i>\$300,540,960*</i>
Property	\$174,403.00	\$190,010.00
Inland Marine	\$1,882.00	\$1,964.00
Commercial General liability	\$26,555.00	\$29,946.00
Commercial Automobile	\$75,472.00	\$80,596.00
Executive Liability Package (Public Officials & Employment Practices)	\$38,201.00	\$43,336.00
Commercial Umbrella/Excess Liability	\$39,783.00	\$42,801.00
<b>Subtotal</b>	<b>\$356,296.00</b>	<b>\$388,653.00</b>
<b>Insurance Carrier:</b>	<b>Chubb</b>	<b>Chubb</b>
Crime	\$6,505.00	\$6,836.00
<b>Insurance Carrier:</b>	<b>Obsidian / Cowbell</b>	<b>Obsidian / Cowbell</b>
Cyber Liability	\$11,265.00	\$11,042.00
Policy Fee & AMWins Broker Fee	\$1,000.00	\$700.00
<u>NV Surplus Lines Tax &amp; Filing Fee</u>	<u>\$478.34</u>	<u>\$457.94</u>
<b>Total Cost</b>	<b>\$12,627.45</b>	<b>\$12,199.94</b>
<b>Insurance Carrier:</b>	<b>Tokio Marine</b>	<b>Tokio Marine</b>
Tank Environmental Liability ( <i>Windmill Library</i> )	\$909.00	\$928.00
UCPM Broker Fee	\$175.00	\$175.00
<u>NV Surplus Lines Tax &amp; Filing Fee</u>	<u>\$42.48</u>	<u>\$43.02</u>
<b>Total Cost</b>	<b>\$1,126.28</b>	<b>\$1,146.02</b>
<b>Insurance Carrier</b>		
Kidnap & Ransom - <i>Includes Threat Response</i>	\$2,374.00	\$2,729.00
<b>Insurance Carrier</b>		
Active Shooter/Assailant Coverage	\$5,500.00	\$6,500.00
Policy Fee	\$250.00	\$250.00
<u>NV Surplus Lines Tax &amp; Filing Fee</u>	<u>\$224.25</u>	<u>\$263.25</u>
<b>Total Cost</b>	<b>\$5,974.25</b>	<b>\$7,013.25</b>
<b>Insurance Carrier</b>	<b>Atlantic Specialty</b>	<b>Atlantic Specialty</b>
Tenant User Liability & Third-Party Property Damage (facility users pay premiums)	\$0 deposit	\$0 deposit
<b>Total Annual Cost</b>	<b>\$385,018.87</b>	<b>\$418,577.21</b>
	<i>Annual Variance</i>	<i>8.75%</i>

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.  
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## Premium Summary

### Notable items:

- \* Travelers Property Values increased 2% for inflation
- Property all risk deductible increased from \$5,000 to \$10,000**
- Travelers Executive Liability Package (Public Officials & Employment Practices) premium increase due to revenue increase and employee count increase
- Active Shooter increase due to overall carrier/market increase and increase in SOV from last year
- Chubb Crime – carrier noted for 2024 renewal if client revenues go above \$100M they will increase deductible from \$10k to \$15k.

### Great American quote option - Kidnap & Ransom / Assault Expense:

Limit	\$1,000,000	\$3,000,000	\$5,000,000
Annual Premium	\$2,729	\$4,839	\$6,350
3 Year pre-paid premium	\$7,095	12,581	\$16,509

## Exposure Summary

Exposures	2022-2023	2023-2024	Variance
Property – Total Insured Value (TIV)	\$282,094,509	\$300,540,960	+2%
Permanent Art Inventory	\$761,775	\$761,775	Flat
Scheduled Equipment	\$106,700	\$106,700	Flat
# of Vehicles	33	33	Flat
Estimated Revenue	\$76,768,568	\$95,897,665	+5%
Number of Employees	FT = 324 PT = 288 540	FT = 364 PT = 300 589	+9%

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## Premium Overview - Agency Bill Payment Options

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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

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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

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**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

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The proposed coverage is subject to the following:

### **Travelers – Package – Property – Liability, 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.

### **Chubb – Crime:**

- Completed, signed, and dated Renewal Application and all materials requested therein.

### **Obsidian Specialty – Cyber Liability:**

This quote is also subject to the satisfaction of the following conditions:

- Please provide the intended Policyholder's contact information.
- Cowbell Renewal Application signed and dated within 60 days of the effective date.

### **Great American – Kidnap & Ransom/Assault Expense:**

#### **Kidnap & Ransom**

- Confirmation of no undeclared threats or incidents that could give rise to a claim under this program.

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

- Signed and dated application

## Subjectivities

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The proposed coverage is subject to the following:

### Indian Harbor – Active Assailant Coverage

**Subject to:**

1. Warrant 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 **TBD** 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.*

## Named Insureds

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**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
29	Mt Mariah & Martin L. King Blvd.	Vacant land	Las Vegas	NV	89106

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.  
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## 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
Blanket Building(s) and Business Personal Property* (includes signs)	\$300,540,960
Location # 14 - Mt Charleston Library 75 Ski Chalet, Mt Charleston, NV 89124-9253	Building: \$865,200 Personal Property: \$168,321
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&C – combined <b>\$2,000,000</b>
Personal Effects	\$100,000
Valuable Papers and Records – Cost of Research At all described premises In transit or at all undescribed premises	\$250,000 \$250,000
Business Income (and Extra Expense) Rental Value & Ordinary Payroll – Included	\$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	2023/2024
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
Electronic Data Processing Data and Media	\$1,000

### **Carrier Coverage and amendments:**

DESCRIPTION	FORM NUMBER
DELUXE PROP COV PART SCHED-SPECIF LIMITS	DX 00 03 07 94
TABLE OF CONTENTS - DELUXE PROP COV PART	DX 00 04 11 12
DELUXE PROP COV PART DECLARATIONS	DX T0 00 11 12
DELUXE PROPERTY COVERAGE FORM	DX T1 00 11 12
DELUXE BI (AND EE) COVERAGE FORM	DX T1 01 11 12
CAUSES OF LOSS-EARTHQUAKE	DX T3 01 11 12
CAUSES OF LOSS - BROAD FORM FLOOD	DX T3 02 11 12
CAUSES OF LOSS-EQUIPMENT BREAKDOWN	DX T3 19 11 12
DELUXE ORDINANCE OR LAW COVERAGE	DX T3 39 11 12
LOSS PAYABLE PROVISIONS	DX T3 79 11 12
UTILITY SERVICES-DIRECT DAMAGE	DX T3 85 11 12
ELECTRONIC VANDALISM LIMITATION ENDT	DX T3 98 04 02
FEDERAL TERRORISM RISK INSURANCE ACT DIS	DX T4 02 01 21

### **Coverage and amendments – applicable to Package policy**

NUCLEAR ENERGY LIABILITY EXCLUSION	IL 00 21 09 08
NEVADA CHANGES - DOMESTIC PARTNERSHIP	IL 01 15 01 10
COMMON DEC	IL T0 02 11 89
LOCATION SCHEDULE	IL T0 03 04 96
COMMON POLICY CONDITIONS-DELUXE	IL T3 18 05 11
EXCLUSION OF CERTAIN COMPUTER LOSSES	IL T3 55 05 13
FED TERRORISM RISK INS ACT DISCLOSURE	IL T3 68 01 21
EXCL OF LOSS DUE TO VIRUS OR BACTERIA	IL T3 82 05 13
AMNDT COMMON POLICY COND-PROHIBITED COVG	IL T4 12 03 15
CAP ON LOSSES FROM CERT ACTS OF TERRORIS	IL T4 14 01 21
ADDITIONAL BENEFITS	IL T4 27 06 19
PROTECTION OF PROPERTY	IL T4 40 10 20
NAMED INSURED ENDORSEMENT	IL T8 00 01 00
NEVADA CHANGES - CANCEL AND NONRENEW	IL T9 62 09 07
LIBERALIZATION LTR-IM PROD MODERNIZATION	PN CN 24 02 21
FLOOD POLICYHOLDER NOTICE	PN T0 53 12 13
JURISDICTIONAL INSPECTIONS NOTICE	PN T1 89 06 99
NOTICE INDEPENDENT AGENT AND BROKER COMP	PN T4 54 01 08

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.

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## 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
Scheduled Equipment	\$75,007
<u>Misc. tools</u>	<u>\$31,693</u>
Total	\$106,700
Deductibles	2023/2024
General Deductible (unless a more specific deductible applies)	\$1,000
Earth Movement	\$10,000
Flood	\$10,000

Coverage	Limits of Insurance
<b>Fine Arts</b>	<b>\$761,775</b>
Deductibles	2023/2024
General Deductible (unless a more specific deductible applies)	\$1,000
Earth Movement *	\$10,000
Flood *	\$10,000

General Terms & Conditions	2023/2024
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	80% - scheduled equipment
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

# Inland Marine

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## **Carrier Coverage and amendments:**

DESCRIPTION	FORM NUMBER
COMMERCIAL INLAND MARINE CONDITIONS	CM 00 01 09 04
FINE ART & COLLECTIBLES COV FORM DEC	CM B0 68 02 18
FINE ART & COLLECTIBLES COV LOC SCHED	CM B0 70 02 18
MISC PROPERTY COVERAGE FORM DEC	CM B0 72 02 18
CONTRACTORS EQUIPMENT COVERAGE FORM DEC	CM B0 96 01 21
CONTRACTORS EQUIPMENT SUPPLEMENTAL DEC	CM B0 97 01 21
TABLE OF CONTENTS	CM T0 11 08 05
FINE ART & COLLECTIBLES COV FORM	CM T2 38 01 16
MISCELLANEOUS PROPERTY COVERAGE FORM	CM T2 39 01 16
CONTRACTORS EQUIPMENT COVERAGE FORM	CM T2 42 01 21
FEDERAL TERRORISM RISK INSURANCE ACT DIS	CM T3 98 01 21
EARTH MOVEMENT DEDUCTIBLE	CM T7 53 02 18
EARTH MVMNT LIMIT-DESCRIBED PROP OR LOCS	CM T7 56 01 16
FLOOD DEDUCTIBLE	CM T7 62 01 16
FLOOD LIMIT-DESCRIBED PROP OR LOCS	CM T7 66 01 16

## 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	\$1,000,000 each employee \$1,000,000 aggregate  Retroactive Date: 07/15/2009

Deductibles/Retentions	2023/2024
Each Occurrence	None
Employee Benefits Liability (each employee)	\$1,000

General Terms & Conditions	2023/2024
General Liability Policy Form	Occurrence
Employee Benefits Policy Form	Claims Made
Defense Costs	Outside Policy Limits
Law Enforcement Activities or Operations	Excess Coverage only

## General Liability

General Terms & Conditions	2023/2024
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 Coverage amendments:

DESCRIPTION	FORM NUMBER
EXCLUSION-LEAD	CG D0 76 06 93
EXCLUSION - DISCRIMINATION	CG D1 42 02 19
AMEND-NON CUMULATION OF EACH OCC	CG D2 03 12 97
FUNGI OR BACTERIA EXCLUSION	CG D2 43 01 02
LIMITED ABUSE OR MOLESTATION LIAB COVG	CG D3 83 05 19
AMEND CONTRAC LIAB EXCL-EXC TO NAMED INS	CG D4 21 07 08
EXCL-EMPLOYEES & VOLUNTEER WORK AS INSDS	CG D4 70 02 09
EXCL - LAW ENFORCEMENT ACTIVITIES OR OPS	CG D4 72 02 17
EXCL-MEDICAL PAYMENTS TO CERTAIN PERSONS	CG D4 73 02 09
MOBILE EQUIP REDEFINED - PUBLIC ENTITIES	CG D4 74 04 19
EXCL - HEALTH CARE SERV-PUBLIC ENTITIES	CG D4 75 02 19
EXCL - PUBLIC USE OF PRIVATE PROPERTY	CG D4 76 02 09
AMEND - POLL EXCL - INCL LTD POLL COSTS	CG D4 78 02 19
XTEND END FOR PUBLIC ENTITIES	CG D4 80 02 19
EXCL-VIOLATION OF CONSUMER FIN PROT LAWS	CG D6 18 10 11
SECURITY AND LAW ENFORCEM SVCS LIAB COVG	CG D7 29 06 21
AMENDMENT OF INTELLECTUAL PROPERTY EXCL	CG D9 10 09 21
COMM'L GENERAL LIABILITY DEC	CG T0 01 11 03
DECLARATIONS PREMIUM SCHEDULE	CG T0 07 09 87
KEY TO DECLARATIONS PREMIUM SCHEDULE	CG T0 08 11 03
EMPLOYEE BENEFITS LIAB COV PART DEC	CG T0 09 09 93
TABLE OF CONTENTS - COM GEN LIAB COV	CG T0 34 02 19
EMPLOYEE BENEFITS LIAB TABLE OF CONTENTS	CG T0 43 01 16
COMMERCIAL GENERAL LIABILITY COV FORM	CG T1 00 02 19
EMPLOYEE BENEFITS LIABILITY COV FORM	CG T1 01 01 16



## 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	2023/2024
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 Scheduled only
Fellow Employee Coverage	No
Waiver of Subrogation	No



## Commercial Auto (Vehicle Schedule)

#	Year	Make	Model	Type	VIN #	Liability/ UM-UM/ 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	1FDBF3A60DEA80870	Yes	Yes
13	2013	Ford	Escape SE		1FMCU0G95DUD03307	Yes	Yes
14	2013	Ford	Escape SE		1FMCU0G97DUD03308	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

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## 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

### Business Auto coverage forms:

DESCRIPTION	FORM NUMBER
MANUSCRIPT ENDORSEMENT	CA T8 04
MANUSCRIPT ENDORSEMENT	IL T8 03
AMENDMENT OF BODILY INJURY DEFINITION	CA T4 43
BA/AD/MC COV PART SUPPL SCH - ITEM TWO	CA T0 30
ADDL INSD COVD AUTO LIAB COVG-DESGN PERS	CA T3 01
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
RENTAL REIMBURSEMENT COVERAGE	CA 99 23
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	2023/2024
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
- Boards and Board Members
- Elected and Appointed Officials, Executive Officers and Directors
- Volunteer Workers
- Employees (including employees of the entity's boards)
- Legal Representatives

### 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)

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## Public Entity Management Coverage Forms

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Limited Special Expenses Coverage - Key Employees

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Limited Special Expenses Aggregate Limit - Key Employees: \$50,000

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Limited Special Expenses Participation Percentage - Key Employees: 10%

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Amendment Of Joint Powers Authority Definition

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Cap On Losses From Certified Acts Of Terrorism

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Amendment Of Network And Information Security Wrongful Act Definition

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Amendment Of Common Policy Conditions - Prohibited Coverage - Unlicensed Insurance And Trade Or Economic Sanctions

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Amendment Of Law Enforcement Activities Or Operations Definition

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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 as soon as practicable 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.)

## 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	2023/2024
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
- Boards and Board Members
- Volunteer Workers
- Elected and Appointed Officials, Executive Officers and Directors
- Employees (including employees of the entity's boards)
- Legal Representatives

### 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.

# Management Liability (Employment Practices Liability)

## Public Entity Employment Practice Liability Coverage Forms

Amendment Of Joint Powers Authority Definition

Cap On Losses From Certified Acts Of Terrorism

Exclusion - Other Employment Laws

Amendment Of Common Policy Conditions - Prohibited Coverage - Unlicensed Insurance And Trade Or Economic Sanctions

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 as soon as practicable 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
<i>Self-Insured Retention (if applicable)</i>	<i>\$10,000</i>

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

General Terms & Conditions	2023/2024
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	2023/2024
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
Employers Liability	\$1,000,000

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.

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## Crime

**Insurance Carrier:** Chubb (Federal Insurance Company)

Coverage	Limit	Deductible
Employee Theft and Plan Officials	\$1,000,000	\$10,000
Public Officials Faithful Performance of Duty	\$1,000,000	\$10,000
ERISA – Fraud or Dishonesty	\$1,000,000	None
Client Theft	\$1,000,000	\$10,000
On Premises	\$1,000,000	\$10,000
Outside Premises/ In Transit	\$1,000,000	\$10,000
Forgery	\$1,000,000	\$10,000
Money Orders and Counterfeit Money	\$1,000,000	\$10,000
Computer Systems Fraud	\$1,000,000	\$10,000
Fraudulently Induced Transfers aka Social Engineering	\$50,000	\$10,000
Funds Transfer Fraud	\$1,000,000	\$10,000
Corporate Credit Card Fraud	\$50,000	\$10,000
Telephone Toll Fraud	\$100,000	\$5,000
Blanket Personal Accounts Coverage	\$1,000,000	\$500,000
Claim Expense	\$100,000	\$0

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

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## Carrier Terms & Conditions:

AMEND DEFINITION OF DISCOVERY AND TERMINATION ENDORSEMENT Title(s) of Insured: CFO, In-House General Counsel, Risk Manager, Director of Human Resources (or any equivalent position)	PF-52818 (04/20)
LOSS REPORTING THRESHOLD ENDORSEMENT Loss Amount Threshold: \$25,000	PF-52819 (04/20)
TAX COMPENSATION COVERAGE ENDORSEMENT	PF-52832 (04/20)
BLANKET PERSONAL ACCOUNTS COVERAGE ENDORSEMENT	PF-52835 (04/21)
TELEPHONE TOLL FRAUD ENDORSEMENT	PF-52845 (04/20)
ADD CORPORATE CREDIT CARD COVERAGE	PF-52851 (04/20)
AMEND DEFINITION OF SUBSIDIARY ENDORSEMENT(INCLUDE MINORITY HELD JOINT VENTURES FOR PRO RATA EQUITY INTEREST)	PF-52852 (04/20)
GOVERNMENTAL ENTITY ENDORSEMENT	PF-52853 (04/21)
CO-SURETY ENDORSEMENT	PF-52858 (04/20)
THE CHUBB PRIMARY COMMERCIAL CRIME INSURANCE	PF-52815 (04/20)
Terrorism Policyholder Disclosure Notice	10-02-1281 (03/15)
Notice of Loss Control Services	14-02-23030 (05/18)
Notice to Policyholders	99-10-0460B (08/19)
Chubb Producer Compensation Practices and Policies	ALL-20887a (09/19)
Trade or Economic Sanctions Notice	ALL-21101 (09/19)
NOTICE TO POLICYHOLDERS - SOCIAL ENGINEERING FRAUD INFORMATION	ALL-317454 (03/21)
U.S. Treasury Departments Office of Foreign Assets Control - OFAC - Advisory Notice to Policyholders	PF-17914a (04/16)
Notice to Policyholders - Questions About Your Insurance	PF-17993a (04/20)

# Cyber Liability

**Insurance Carrier:** Obsidian Specialty Insurance Co. (Non-Admitted)





	2023/2024	
Coverage	Limits of Insurance	Retention
<b>Policy Aggregate Limit</b>	<b>\$1,000,000</b>	
<b><u>Liability</u></b>		
Privacy & Security	\$1,000,000	\$25,000
Payment Card Cost	\$1,000,000	\$25,000
Media Liability	Included policy limit	\$25,000
Regulatory Proceedings	\$1,000,000	\$25,000
<b><u>Breach Response:</u></b>		
Security Breach/Notification	\$1,000,000	\$25,000
Betterment	<i>Not offered</i>	<i>n/a</i>
Cyber Extortion	\$1,000,000	\$25,000
Data Restoration	\$1,000,000	\$25,000
Public Relations & Computer & Legal	\$1,000,000	\$25,000
<b><u>Business Loss</u></b>		
Business Interruption	\$1,000,000	12 hours
Contingent Business Interruption	\$1,000,000	12 hours
Dependent Business Interruption – Outsource Provider	Not offered	-
Reputation Harm – <i>retro date 7/15/2021</i>	\$500,000	\$25,000 / 12 hrs.
System Failure	\$1,000,000	12 hours
Bricking Costs	\$1,000,000	\$25,000
Criminal Reward Costs	\$100,000	-
Utility Fraud Attach	\$100,000	\$25,000

General Terms & Conditions	2023/2024
Coverage Form	
Coverage Trigger	Claims Made Coverage
Defense Costs	<b>Inside Policy Limits</b>
Claim Defense:	Duty-to-Defend

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General Terms & Conditions	2023/2024
Knowledge, Pending & Prior & Retroactive Exclusion Date	Full prior acts
Amend Cooperation Clause	80%
Endorsements & Exclusions	Per policy terms and conditions

### Carrier endorsements and forms:

 BIPA Exclusion Endorsement	
 Cyber Terrorism Amendatory Endorsement	
 Amend Cooperation Clause	
80.0%	
 Blanket Additional Insured	
Cowbell Cyber Risk Insurance Policy Declarations - Prime 250	PRIME 250SL 002 07 20
Notice to Policyholders - OFAC	PN006SL 09 20
Customer Notice of Privacy Policy & Producer Compensation Practices Disclosure	PN007SL OB 09 20
Cowbell Cyber Risk Insurance Policy - Prime 250	PRIME 250SL 001 10 20
Service of Process	PRIME 250SL 075 12 20
California Consumer Privacy Act	PRIME 250SL 004 09 20
General Data Protection Regulation	PRIME 250SL 005 09 20
Utility Fraud Attack	PRIME 250SL 006 09 20
BIPA Exclusion Endorsement	PRIME 250SL 048 09 21
Cyber Terrorism Amendatory Endorsement	PRIME 250SL 050 08 22
Cowbell Breach Fund Separate Limit	PRIME 250SL 014 04 23
Blanket Additional Insured	PRIME 250SL 021 09 20
Amend Cooperation Clause	PRIME 250SL 019 09 20
Contingent Bodily Injury & Property Damage	PRIME 250SL 010 09 20
Disclosure Pursuant to Terrorism Risk Insurance Act	PRIME 250SL 028 10 20
Cap on Losses From Certified Acts of Terrorism	PRIME 250SL 029 10 20
Trade or Economic Sanctions Exclusion Endorsement	PRIME 250SL 032 09 20

# Environmental Liability

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

Coverage	Limits of Insurance
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
<b>Deductibles:</b>	
Corrective Action Deductible	\$5,000
Bodily Injury/Property Damage Deductible	\$5,000
Defense Expense Deductible	\$5,000
Image Restoration Coverage Deductible	\$5,000
Retro Active Date	See below

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

## Policy Highlights:

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

## Policy Forms & Endorsements:

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

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

**Insurance Carrier:** Great American

Coverage	Limits of Insurance
<b>Coverage</b>	
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
<b>Threat Response Expense Endorsement</b>	\$100,000 per insured event 90-day indemnity period
<b>Assault Expense Coverage (insured losses and relevant expenses)</b>	\$500,000 per insured event
<b>Personal Accident Losses</b>	\$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
<b>Insured's Retention</b>	<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 <i>Excess of deductible</i>
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

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### Carrier terms and conditions:

#### Premium Conditions and Clarifications

1. The premium shown is on an annual basis.
2. The premium is based on total insured values of \$289,982,402
3. Premium is payable in full within 30 days of inception.
4. The surplus lines tax and any applicable stamping fee and state surcharge(s) are payable in addition to the premium. It is the surplus lines broker's responsibility to collect and remit these fees, in addition to handling the surplus lines filing.
5. Minimum Earned premium of 100%.
6. 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.
7. Policy Wording per attached Property/Terrorism Policy Form – final wording to be reviewed and agreed and Company's Active Assailant(s) Form Wording.
8. Locations with no values declared in the submitted schedule of values are not covered under this policy.
9. 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

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

The premium charged for Certified Act(s) of Terrorism is \$TBD ( 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.

#### General Conditions

1. This quotation is based upon the information received from the Producer. The Company reserves the right to amend this quotation if there is any material change to the information provided by the Producer.
2. 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.
3. 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



## Active Assailant(s) Coverage

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### 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): \$289,982,402**

Per schedule of locations on file with this Company submitted 04/2023

**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

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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 Fraud

## Attachments

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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

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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:**

<b>Higher limits:</b>	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.
<b>Cyber liability/ network security:</b>	<b>Media &amp; Content liability:</b> 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
<b>Excess/umbrella liability:</b>	This coverage provides additional protection when your business or organization exceeds insurance limits on an underlying policy.
<b>Pollution legal liability:</b>	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.

## Client Authorization to Bind Coverage

TO: USI Insurance Services  
5355 Kietzke Lane, Suite 101, Reno, NV, 89511  
RE: Insurance Proposal

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.

### **Please mark selected options:**

After careful review of your proposal dated **May 26, 2023** we have decided to accept the following proposal options:

- ☐ Travelers: Package, Auto, General & Management Liability & Umbrella: \$20,000,000  
Annual Premium: \$388,653.00

### **Crime**

- ☐ Crime – Chubb / Federal Insurance Co. Annual Premium \$6,836.00

### **Cyber Liability:**

- ☐ Obsidian/o Cowbell Annual Premium: \$12,199.94

### **Pollution / Tank Environmental Liability (Tokio Marine)**

- ☐ \$5,000 deductible: Annual Premium, Taxes & Fees: \$1,146.02

### **Kidnap, Ransom & Extortion (Including Assault Response) (Great American)**

- |   |  |
|---|--|
| <input type="checkbox"/> \$1,000,000 limit, annual term: \$2,729.00 | <input type="checkbox"/> \$1,000,000 limit, three-year term: \$7,095.00  |
| <input type="checkbox"/> \$3,000,000 limit, annual term: \$4,839.00 | <input type="checkbox"/> \$3,000,000 limit, three-year term: \$12,581.00 |
| <input type="checkbox"/> \$5,000,000 limit, annual term: \$6,350.00 | <input type="checkbox"/> \$5,000,000 limit, three-year term: \$16,509.00 |
- ☐ Indian Harbor, Active Assailant Coverage: Annual Premium, Taxes & Fees: \$7,013.25
- ☐ Atlantic Specialty: Tenant/User Liability & Property Damage: \$0.00 (premiums paid by users)

## Client Authorization to Bind Coverage

**Policy delivery (please select your preferred options)**

☐ Electronically via email    ☐ Paper copy in 3-ring binder    ☐ Via CD or file sharing service

Please have binders and your invoice prepared for the agreed-upon coverage.

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**Customer Signature**

**Name**

**Date**

Las Vegas-Clark County Library District

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**Company**

**Title**

# Evaluating Financial Strength and Capacity of Insurance Markets

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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.



## 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)
Obsidian Insurance Co.	A – VII (Excellent)
Indian Harbor Insurance Co.	A + XV (Superior)
Chubb / Federal Insurance Company	A++ XV (Superior)
Benchmark Insurance Company	A VII (Excellent)
Atlantic Specialty Insurance Company (Intact)	A + XV (Superior)
Tokio Marine Specialty	A ++ XV (Superior)

### Financial 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
B, B-	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		

## USI Disclosures

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**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.

## When to Notify USI Insurance Services

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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.

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

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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.

## 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	included	X	
Cyber Liability			
Active Assailant	tbd + taxes and fees	X	
<b>Total Cost</b>			

\_\_\_\_\_ Please check here if you **do** wish to include this coverage and specify above which lines of coverage.  
Please sign and date below.

\_\_\_\_\_ Check here if you **do not** wish to include Terrorism coverage. Please sign and date below.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Flood Insurance Selection/Rejection Form

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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.

<b><u>Type of coverage</u></b>	<b><u>Accept</u></b>	<b><u>Reject</u></b>	<b><u>Unavailable</u></b>
Building coverage	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Contents/personal property	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Excess building coverage	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Excess contents/personal property	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

---

Applicant's signature

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Date

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Address of property

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Sales Executive/Account Executive/Representative's  
signature

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Date

**Coverage quoted – see Property for quoted sub-limits**

## 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.

<b><u>Type of coverage</u></b>	<b><u>Accept</u></b>	<b><u>Reject</u></b>	<b><u>Unavailable</u></b>
Building coverage	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Personal property	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

\_\_\_\_\_  
Applicant's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address of property

\_\_\_\_\_  
Sales Executive/Account Executive/Representative's signature

\_\_\_\_\_  
Date

### Coverage quoted

## Notice of Surplus Lines Placement

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



May 26, 2023

Las Vegas-Clark County Library District

Dear Steve,

We have offered you insurance coverage with:

Indian Harbor Insurance Co.	A + XV (Superior)
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.



## General Provisions

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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

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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](http://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.

## 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.

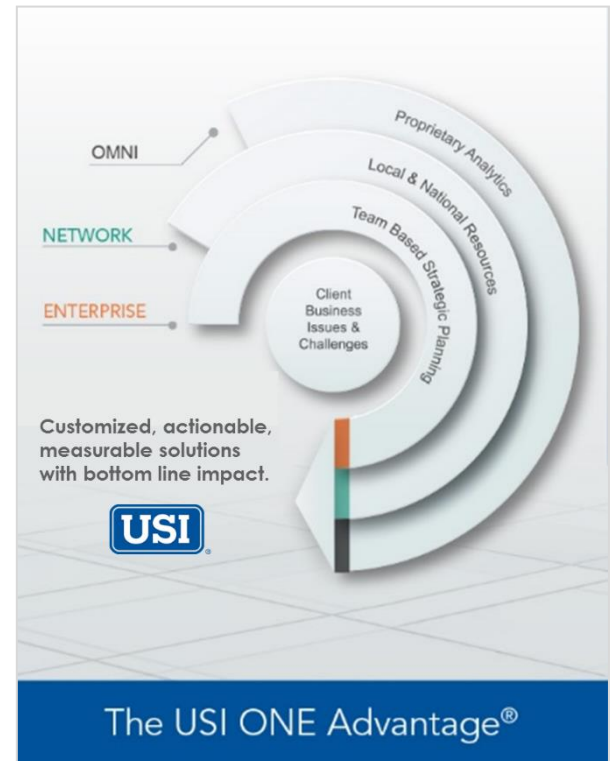
### ***Network – USI's Local and National Resources***

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 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 **Omni** knowledge engine, with our **Network** of local and national resources, delivered to our clients through our **Enterprise** 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

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## 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
  - Risk retention analysis
  - Program comparison and cash flow modeling
  - Cost of risk allocation
  - Risk bearing capacity analysis
  - Benchmarking

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

## “Claims Made” Coverage Notice

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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.*