

General Liability

Term: October 1, 2020 to October 1, 2021
Company: Preferred Governmental Insurance Trust (*Preferred*)
Form: Occurrence

| Coverage | Limit | Self-Insured Retention |
|--|---------------------|-----------------------------|
| General Liability | | |
| Bodily Injury and Property Damage, per Occurrence | \$2,000,000 | \$100,000 Per Occurrence |
| Personal Injury and Advertising Injury, per Person/Occurrence | Included | |
| Products/Completed Operations, Aggregate | Included | |
| Fire Damage, per Occurrence | Included | |
| Medical Payments | \$5,000 | |
| Employee Benefits Liability, per Occurrence | \$2,000,000 | |
| Sublimits | | |
| Principle of Eminent Domain Including Inverse Condemnation, "Bert J. Harris, Jr., Private Property Rights Protection Act" per Occurrence / Annual Aggregate. | \$100,000 | Same as General Liability |
| Sewer Backup and Water Damage: Non-Negligent Claims | \$10,000/\$200,000 | |
| Negligent Claims. | \$200,000/\$200,000 | |
| Herbicide and Pesticide, per Occurrence | \$1,000,000 | |

Additional Coverages Included:

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

Notes of Importance:

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

General Liability

Exclusions, include but not limited to:

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

Crime

Term: October 1, 2020 to October 1, 2021

Company: Preferred Governmental Insurance Trust (*Preferred*)

Limits of Liability and Coverage:

| Coverage | Limit | Deductible |
|---|-----------|------------|
| Employee Dishonesty, Including Faithful Performance | \$500,000 | \$1,000 |
| Forgery or Alteration Coverage | \$500,000 | \$1,000 |
| Theft, Disappearance and Destruction Coverage | | |
| Inside | \$500,000 | \$1,000 |
| Outside | \$500,000 | \$1,000 |
| Computer Fraud Coverage (Including Funds Transfer) | \$500,000 | \$1,000 |

Notes of Importance:

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

Law Enforcement Liability

| | |
|--------------------------------|--|
| <u>Term:</u> | October 1, 2020 to October 1, 2021 |
| <u>Company:</u> | Preferred Governmental Insurance Trust (<i>Preferred</i>) |
| <u>Form:</u> | Occurrence |
| <u>Limits of Liability:</u> | \$2,000,000 per Person \$2,000,000 per Occurrence |
| <u>Coverage:</u> | |
| Group A: | False arrest, detention or imprisonment, or malicious prosecution |
| Group B: | The publication or utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's right or privacy; except publications or utterances in the course of or related to advertising, broadcasting or telecasting activities conducted by or on behalf of the named covered party |
| Group C: | Wrongful entry or eviction, or other invasion of the right of private occupancy |
| Group D: | Erroneous service of civil papers, false imprisonment, or assault and battery |
| <u>Self-Insured Retention:</u> | \$100,000 per Occurrence |

Notes of Importance:

1. Defense Costs are paid in addition to policy limits.
2. Premium is not auditable.
3. SIR applied to money damages and claims expenses (including investigation, adjustment and defense costs).
4. Limits of Liability are subject to Florida Statute 768.28.

Major Exclusions

Exclusions, but not limited to:

- Contractual Liability (except mutual aid or reciprocal law enforcement contracts or agreements)
- Willful violation of penal statute or ordinance or failure to follow statutory procedures for seizing property under the Florida Contraband Forfeiture Act
- Workers Compensation, Employer's Liability and similar laws
- War
- Criminal Acts
- Aircraft, Auto or Watercraft
- Employment Injury
- Non-monetary Damages
- Federal Acts (Jones Act, General Maritime Law, the Federal Employers Liability Act, the Federal Employees Compensation Act, the Defense Base Act or the U.S. Longshore and Harbor Workers' Compensation Act)
- **Applies to General Liability, Coverage B. Personal and Advertising Injury Liability Only** - Arising out of any actual or alleged rape, sexual assault, sexual battery, sexual molestations, sexual discrimination, sexual harassment, sexual relations, sexual intimacy, sexual act, sexual activity, sexual handling, sexual exploitation, sexual exhibition, sexual exposure, undue familiarity, alienation of affections, or any behavior with sexual connotation or purpose, both direct and indirect, including the negligent employment, investigation, supervision, reporting to authorities, or retention of any "police/peace officer" for whom any insured is or ever was legally responsible.
- Personal Property in insured's care, custody or control (except for property on persons at time of arrest)
- Media Content Services Liability
- Access or Disclosure of Confidential or Personal Information and Data-related Liability

Public Officials Liability/Employment Practices Liability Cyber Liability

Term: October 1, 2020 to October 1, 2021

Company: Preferred Governmental Insurance Trust (*Preferred*)

Form: Claims Made – Duty to Defend

| Coverage | Limit | Self-Insured Retention |
|--|-------------------------------|------------------------|
| Public Officials Liability Retroactive Date: 10/01/1987 | | |
| Per Claim | \$2,000,000 | \$100,000 Per Claim |
| Annual Aggregate | \$2,000,000 | |
| Employment Practices Liability Retroactive Date: 10/01/1987 | | |
| Per Claim | \$2,000,000 | \$100,000 Per Claim |
| Annual Aggregate | \$2,000,000 | |
| Sublimits | | |
| Employee Pre-Termination Legal Consultation Services Per Employee | \$2,500 | |
| Aggregate | \$5,000 | |
| Non-Monetary Claims Defense Costs, Aggregate | \$100,000 | |
| Cyber Liability Retroactive Date: 10/01/2011 | | |
| Each Claim | \$2,000,000 | \$25,000 Per Claim |
| Aggregate for all Notification Costs | \$2,000,000 | |
| Aggregate for all Regulatory Fines & Expenses | \$2,000,000 | |
| Sublimits | | |
| Cyber Crime, Aggregate for all Sublimits below: Social Engineering Financial Fraud, per claim | \$250,000 \$250,000 | |
| Funds Transfer Fraud, per claim | \$100,000 | |
| Invoice Manipulation, per claim | \$100,000 | |
| Utility Fraud, Aggregate for all Sublimits below: Crypto-Jacking, per claim | \$100,000 \$100,000 | |
| Telecommunications Fraud, per claim | \$100,000 | |
| Bricking Incident, per claim | \$250,000 | |
| Voluntary Shutdown, per claim | \$250,000 | |
| PCI DSS, per claim | \$1,000,000 | |

*Coverages included in Cyber Liability include the following:

- Media Content Services
- First Party Business Interruption
- Privacy
- First Party Crisis Management
- First Party Extortion Threat
- Network Security

Public Officials Liability/Employment Practices Liability Cyber Liability

* Notes of Importance:

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

Exclusions, include but not limited to:

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

Public Officials Liability/Employment Practices Liability Cyber Liability

Claims Made Policy:

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

Extended Reporting Periods:

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

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

Optional Extended Reporting Period – The Public Entity shall have the right, upon payment of up to 200% of the expiring premium, to purchase an Optional Extended Reporting Period, for the period of 12 months following the effective date of the cancellation or nonrenewal, but only for Claims first made during the Optional Extended Reporting Period and arising from Wrongful Acts taking place prior to the effective date of the termination or nonrenewal.

Automobile Liability and Physical Damage

Term: October 1, 2020 to October 1, 2021

Company: Preferred Governmental Insurance Trust (*Preferred*)

| Coverage | Limit | Symbol | Deductible |
|--|-------------------------------------|--------|----------------------------|
| Automobile Liability (Based on 453 Vehicles) | | | |
| Primary Bodily Injury and Property Damage Liability – Combined Limit | \$2,000,000 | 1 | \$100,000 Each Accident |
| Personal Injury Protection | Statutory | 5 | \$0 Per Person |
| Medical Payments | Not Covered | N/A | N/A |
| Uninsured Motorist | Rejected | N/A | N/A |
| Physical Damage | | | |
| Comprehensive (Based on 126 Vehicles) | Per Schedule | 10, 8 | \$25,000 per Vehicle |
| Collision (Based on 126 Vehicles) | Per Schedule | 10, 8 | \$25,000 per Vehicle |
| Rental Coverage | \$50 per day / \$5,000 Aggregate | | N/A |
| Hired Physical Car Damage | Not Covered | | N/A |

Coverage and Notes of Importance:

1. Defense Costs are paid in addition to policy limits.
2. Hired and non-owned liability is included.
3. Premium is based on number of vehicles and subject to adjustment if schedule is changed.
4. Limited Replacement Cost provided for owned and scheduled private passenger vehicle, light truck or sport utility vehicle that is involved in a covered total loss if the vehicle has less than 18,000 miles and is within the first 12 months of being scheduled at the time of the total loss. This coverage does not apply to police vehicles or any other vehicle types already listed.
5. Physical Damage coverage paid at Actual Cash Value or 110% of the value reported on the schedule, whichever is less. Please see policy for complete details.
6. Limits of Liability are subject to Florida Statute 768.28.

Automobile Liability and Physical Damage

Description of Covered Auto Designation Symbols:

| SYMBOL | = | DESCRIPTION |
|--------|---|--|
| 1 | = | ANY "AUTO" |
| 2 | = | ALL OWNED "AUTOS" ONLY. Only those "autos" you own and or lease (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This also includes all those "autos" you acquire ownership of after the coverage agreement begins. |
| 3 | = | OWNED PRIVATE PASSENGER "AUTOS" ONLY. Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the coverage agreement begins. |
| 4 | = | OWNED "AUTOS" OTHER THAN PRIVATE PASSENGER "AUTOS" ONLY. Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the coverage agreement begins. |
| 5 | = | OWNED "AUTOS" SUBJECT TO NO-FAULT. Only those "autos" you own and or lease that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the coverage agreement begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged. |
| 6 | = | OWNED "AUTOS" SUBJECT TO A COMPULSORY UNINSURED MOTORIST LAW. Only those "autos" you own and or lease that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the coverage agreement begins provided they are subject to the same state uninsured motorists requirement. |
| 7 | = | SPECIFICALLY DESCRIBED "AUTOS". Only those "autos" described in ITEM THREE of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in ITEM THREE). |
| 8 | = | HIRED "AUTOS" ONLY. Only those "autos" you hire rent or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your employees or partners or members of their households. |
| 9 | = | NONOWNED "AUTOS" ONLY. Only those "autos" you do not own, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your employees or partners or members of their households but only while used in your business. |
| 10 | = | Per Symbol 2, except only as respects vehicles valued over \$40,000 or more |

Excess Workers' Compensation

Term: October 1, 2020 to October 1, 2021

Insurer: Preferred Governmental Insurance Trust (*Preferred*)

| Contract Terms | Option 1: |
|---------------------------|-------------------------------------|
| Liability Period | 10/1/2020 – 10/1/2021 |
| Payroll Reporting Period | 10/1/2020 – 10/1/2021 |
| Payroll | \$40,791,520 |
| Self-Insured Retention | \$350,000 |
| Specific Limit | Statutory |
| Employers Liability Limit | \$1,000,000/\$1,000,000/\$1,000,000 |

Notes of Importance:

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