

**2022 - 2023  
INSURANCE PROPOSAL**

**PREPARED FOR:**

**FORT BEND COUNTY TOLL ROAD AUTHORITY**

**TERM: 10/01/2022 to 10/01/2023**

**PRESENTED BY:**



A Division of Brown & Brown Lone Star Insurance Agency Inc.

**HARCO Insurance Services**  
10777 Northwest Freeway, Suite 700  
Houston, TX 77092  
Tel: (713) 681-2500 Fax: (713) 684-1600

*First Class Service is the Only Kind We Provide!*

HARCO Insurance Services is proud to be your insurance representative since **2010**.

**"Thank you"** very much for your continued confidence and trusted relationship!

**DISCLAIMER:** The abbreviated outlines of coverage shown throughout this proposal are to be used only as an overview of each proposed or written policy and should not be used, nor is it intended to be used, as a substitute for the actual original policy terms, conditions and limitations. This overview has been prepared as a guide for quick reference only and not intended to express any legal opinion as to nature of coverage.

**Prepared By:** Corrie Aday (caday@harco-ins.com)

**Date:** August 25, 2022



# HARCO INSURANCE SERVICES

HARCO Insurance Services was established July 1969 and currently serves the insurance needs for over 25,000 individuals and businesses throughout Houston and surrounding communities. In addition, our Public Entity Consulting Program offers transparent risk management and consulting services for public entities, governmental entities, nonprofit organizations, and their Board of Directors and Legal Representatives.

**HARCO is committed to providing excellence in all that we do in order to establish a firm relationship of mutual trust and service with each of our clients.**

## YOUR HARCO SERVICE TEAM

### Josh Hargrave, CIC – HARCO President

Josh Hargrave has over 40 years' experience in the insurance and risk management area. He is a Past-Director for the Independent Insurance Agents of Houston, served on the Legislative Committee for the Independent Insurance Agents of Texas as well as serving on various insurance company advisory committees. Josh attained the Certified Insurance Counselor designation in 1985.

### Corrie Aday – HARCO Sr. Account Manager

Corrie Aday has 11 years' experience in the insurance industry. Independently obtaining her Insurance License in 2010 she has worked in both personal and commercial insurance. For 3 years she managed the small business department at Mims and Smith in Midland, TX where she gained extensive knowledge in the Oil/Gas and Trucking industry. Corrie helped launch Cain Insurance Solutions, a division of Insurance One, where she worked in depth with non-profit and public entities until she relocated to Houston in late 2016. Corrie joined the HARCO team in 2017 and is now managing their Public Entities.

### Gerri Rougeau, CIC – HARCO Vice President

Gerri Rougeau has over 50 years' experience in the insurance and risk management area. She is Past President of the Independent Insurance Agents of Houston and currently serves on various insurance company advisory committees. Gerri attained the Certified Insurance Counselor designation in 1974.

### Darlene Bugaj, CIC – HARCO Commercial Lines Manager

Darlene has over 34 years in the insurance industry with experience both in the insurance company and independent agency areas. As Account Manager, she has been responsible for servicing the needs of agency's largest accounts including MUD Districts, Educational Institutions, Contractors, Manufacturers, and many other special programs. Designations include the Accredited Customer Service Representative (ACSR) and Certified Insurance Counselor (CIC) designation. Darlene's tenure with Harco is 19.

**HARCO has a team concept with over 50 professionals on staff providing the highest standards of service to the clients we serve**

# ANNUAL COST SUMMARY & COMPARISON

<u>COVERAGE</u>	<u>2022 – 2023 RENEWING</u>	<u>2021 – 2022 EXPIRING</u>
<b>General Liability:</b> Limits:	\$ 5,118 \$ 10,000,000 / No Deductible	\$ 5,118 \$ 10,000,000 / No Deductible
<b>Pollution Liability:</b> Limits:	Included – No Additional Premium \$ 2,000,000 / No Deductible	Included – No Additional Premium \$ 2,000,000 / No Deductible
<b>Cyber Liability/Data Breach:</b> Limits:	Included – No Additional Premium <b>Tier1/Core Coverage Form-Limits</b>	Included – No Additional Premium <b>Tier1/Core Coverage Form-Limits</b>
<b>Law Enforcement Liab:</b> Limits:	\$ 2,725 \$ 10,000,000 / \$1000 Deductible	\$ 2,725 \$ 10,000,000 / \$1000 Deductible
<b>Auto Liability:</b> Limits:	\$ 66 \$ 2,000,000 Liability / No Deductible	\$ 66 \$ 2,000,000 Liability / No Deductible
<b>Workers Compensation:</b> Limits:	\$ 216 Statutory	\$ 216 Statutory
<b>Consulting &amp; Servicing:</b>	\$ 900	\$ 900
<b><u>ANNUAL COST:</u></b>	<b><u>\$ 9,025</u></b>	<b><u>\$ 9,025</u></b>

**REVIEWED & ACCEPTED:**

*Sobbie Allas*

SIGNATURE

**DATE:** 9/19/2022

# HARCO Insurance Services

10777 Northwest Freeway, Suite #700

Houston, TX 77092-7339

Tel: (713) 681-2500 Fax: (713) 684-1600

## Consulting Fee Agreement

The purpose of this Disclosure Statement Agreement is to acknowledge that we may perform the following services in your behalf and you agree to pay the amount indicated as compensation for the additional services provided.

### Description of Services:

- Consultants do not act as an appointed agency on behalf of TML IRP
- Consultants do not receive commissions from TML IRP.
- Consultants operate independently of TML.
- Consulting / Review - advice regarding placement of insurance program with TML IRP
- Communicate with TML IRP to obtain insurance proposal or renewal declarations.
- Consultants attend board meetings as requested by the District.
- Communicate with other District consultants as it may pertain to insurance matters
- Delivery fees
- Consultant granted authority to commit the member and approve the limits, deductibles, and indicated changes as reported by the District's consultants/representatives to reflect the updated exposures. The District understands they may not have coverage for unreported operations or exposures.
- Claims, potential claims or lawsuits may be submitted directly to our office. We will initiate the claims process with TML IRP and/or other carriers. Upon request, we will assist the District with claim(s).
- Consultant may be granted authority to sign claim proof of loss form on behalf of the District.
- Consultant may recommend specific loss prevention risk management options.

**Consulting Fee:** \$ 900

**District:** Fort Bend County Toll Road Authority agrees to pay the fee specified above to HARCO Insurance Services.

**REVIEWED & ACCEPTED:**

*Gobbie Talles*

SIGNATURE

**DATE:** 9/19/2022



## COVERAGES

**Note: District Does Not Currently Purchase These Coverages**

**HARCO INSURANCE SERVICES DOES NOT PROVIDE THE FOLLOWING COVERAGES**

Property  
Equipment Breakdown  
Directors & Officers Liability  
Directors Bond  
Consultants Fidelity

**TO OUR KNOWLEDGE THESE COVERAGES ARE PROVIDED BY ANOTHER CONSULTANT.**

**If the District has any exposures that need to be discussed and/or added to the policy please contact HARCO immediately.**

# GENERAL LIABILITY

**INSURER:**

TML IRP - "A" rated by Standard & Poors

**COVERAGE:**

TML IRP's Liability coverages are, in many respects, BROADER than coverage available from Standard Insurers, AND is Designed Specifically to protect against the Risks that Local Governments face; **Includes but is not limited to:**

- **Occurrence Form** – Coverage Applies to Events that Occur During the Coverage Period, Regardless of WHEN the Claim Is Reported
- **Defense Costs Outside** - Policy Limit–Defense will not erode Policy limit
- **Gradual or Sudden** - Release of Chlorine or Chloramine used for water or sewage treatment plants, and/or products contained in products sold or distributed by the Authority
- **Cyber Liability** – See Attached
- **Personal Injury; Bodily Injury; Property Damage**
- **Failure to Supply not excluded**
- **Any Wrongful Act** - Actual or alleged error, misstatement, misleading statement, act or omission, neglect or breach of duty including misfeasance, malfeasance, or nonfeasance
- **Supplemental Sewage Backup Coverage:** - \$5,000 per Structure / \$10,000 per occurrence
- **Contractual, Operations, Premises, Products**
- **Indemnification Under Contract in Favor of: Michael Stone Associates, Inc.**
- See Liability Coverage Documents for Additional Coverages & Sublimits

Subject to All Policy Terms, Conditions and Exclusions – Please see TML's 10/01/2022 Liability Coverage Document

**DEDUCTIBLE:**

NONE

**LIMITS & PREMIUM:**

**PLEASE INITIAL NEXT TO SELECTED LIMIT:**

\$ 4,265	\$ 1,000,000 Limits / \$ 2,000,000 Aggregate	_____
\$ 4,438	\$ 2,000,000 Limits / \$ 4,000,000 Aggregate	_____
\$ 4,569	\$ 3,000,000 Limits / \$ 6,000,000 Aggregate	_____
\$ 4,785	\$ 5,000,000 Limits / \$10,000,000 Aggregate	_____

**CURRENT: \$ 5,118**      **\$10,000,000 Limits / \$10,000,000 Aggregate**

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# INDEMNIFICATION UNDER CONTRACT

## General Liability

### INDEMNIFICATION UNDER CONTRACT

This endorsement forms a part of the Declarations to which attached, effective on the inception date of the coverage unless otherwise stated herein, and clarifies such coverage as is afforded by the provisions of the coverage shown below:

- ☒ GENERAL LIABILITY
- ☒ AUTOMOBILE LIABILITY
- ☒ LAW ENFORCEMENT LIABILITY
- ☐ AIRPORT (GENERAL LIABILITY  
HAZARDS) PREMISES LIABILITY

Entity Name : Fort Bend County Toll Road Authority  
Entity ID : 6623  
Effective Date : 10/1/22

It is agreed that coverage is provided for the liability assumed by the Fund Member to indemnify the person or organization named below under a contract between such person or organization and the Fund Member, but such coverage shall not exceed the limits of coverage set forth in the Declarations.

Person or Organization : Mike Stone Associates, Inc.  
Address : 1950 Lockwood Bypass  
City, State & Zip Code : Richmond, Texas 77469-1104

#### Description

*Contract between Fort Bend County Toll Road Authority and Michael Stone dba Professional Project Management Services.*

# **OPTION #1 – CURRENT COVERAGE** **CYBER LIABILITY – DATA BREACH (TIER 1 / CORE)**



## Cyber Liability and Data Breach Response Declarations of Coverage

Member Name: Fort Bend County Toll Road Authority  
 Member ID: 6623  
 Effective Date: 10/01/2022  
 Anniversary Date: 10/01/2023  
 Retroactive Date: 10/01/2016

	Aggregate Limit	Retention <i>Each claim or loss</i>
<b>Tower I Aggregate Limit of Liability</b>	<b>\$1,000,000</b>	
Information Security and Privacy Liability Aggregate Limit and Website Media Content Liability Aggregate Limit	\$1,000,000	\$0
<b>Tower II Aggregate Limit of Liability &amp; Coverage</b>	<b>\$100,000</b>	
Aggregate Limit: All Damages, Expenses, Loss and Costs		
Regulatory Defense and Penalties Aggregate Sublimit	\$25,000	\$0
PCI Fines, Expenses and Costs Aggregate Sublimit	\$10,000	\$0
Cyber Extortion Aggregate Sublimit	\$25,000	\$0
First Party Data Protection Aggregate Sublimit	\$20,000	\$0
First Party Network Business Interruption Aggregate Sublimit	\$20,000	\$5,000*
*The retention shall be the greater of: the amount of "Business Interruption Loss" during the 12 hour "waiting period" or the retention specified in the Declarations		
eCrime		
Fraudulent Instruction Aggregate Sublimit	\$25,000	\$2,500
Electronic Crime Aggregate Sublimit	\$25,000	\$2,500
Telecommunications Fraud Aggregate Sublimit	\$25,000	\$2,500
<b>Tower III Maximum Notified Individuals Aggregate Limit of Coverage</b>	<b>10,000</b>	
Notified Individuals Aggregate Limit	10,000	0 Notified Individuals
<b>Tower IV Aggregate Limit of Coverage</b>	<b>\$50,000</b>	
Breach Response: Legal Services, Computer Expert Services, Public Relations & Crisis Management Expenses Aggregate Limit	\$50,000	\$0
Billable Contribution:		Included

***Included at No Additional Cost***  
 (Higher limits may be available)



## **OPTION #2 CYBER LIABILITY-DATA BREACH (TIER 2/Core+)**

### **NEW INCREASED LIMIT AVAILABLE FOR REVIEW**

TML continues to provide the base limits offered with (Tier 1 / Core) shown on the previous pages at no additional cost to the District. Now, Higher limits & Expanded Coverages are available. Please review the coverage comparison & cost shown below for the New (Tier 2 / Core+) that offers higher limits & expanded coverages for a nominal annual cost of \$52 (Not Currently included in Renewal Invoices).

TOWER I		
Information Security and Privacy Liability Aggregate Limit	Tier 1 / Core 1,000,000	VS Tier 2 / Core + 2,000,000
Website Media and Content Liability Aggregate Sublimit		
Retention	0	0

TOWER II	NEW	VS	NEW
AGGREGATE LIMIT OF LIABILITY	100,000		250,000
Regulatory Defense and Penalties Aggregate Sublimit	25,000		75,000
PCI Fines, Expenses and Costs Aggregate Sublimit	10,000		25,000
Cyber Extortion Aggregate Sublimit	25,000		50,000
First Party Data Protection Aggregate Sublimit	20,000		50,000
First Party Network Business Interruption Aggregate Sublimit	20,000		50,000
Retention (other than First Party Network Business Interruption)	0		5,000
Income Loss Retention under First Party Network Business Interruption	5,000		5,000

PLUS		
eCrime		
Fraudulent Instruction Aggregate Sublimit	25,000	50,000
Electronic Crime Aggregate Sublimit	25,000	50,000
Telephone Fraud Aggregate Sublimit	25,000	50,000
Retention	2,500	5,000

TOWER III	NEW	VS	NEW
Privacy Breach Response Services			
Notification, Call Center and Breach Resolution and Mitigation Services:			
Limit: Notified Individuals	10,000		25,000
Retention	0		0

TOWER IV	NEW	VS	NEW
Legal Services/Computer Expert Services/Public Relations and Crisis Management Expenses			
Aggregate Sublimit	50,000		75,000
Retention	0		0

**ANNUAL PREMIUM: \$52** **\*(Cost NOT included in renewal Summary or Renewal Invoices, If accepted revised invoices will need to be issued to include the additional cost. Please Sign Below to Accepting & to MOVE to the New (Tier 2 / Core +) that offers Increased Limits for an Additional Annual cost of \$52\*\*:** (Higher limits are available)

**REVIEWED & ACCEPTED:** *Dobbie Dallas*

**DATE:** 9/19/2022

SIGNATURE

# POLLUTION LIABILITY

**INSURER:**

TML IRP - "A" rated by Standard & Poors

**COVERAGE:**

Special Coverage Form Designed for Public Entities  
Includes but is not limited to:

- Occurrence Form
- Sudden and Accidental
- Blanket Contractual Liability
- Legal Liability to Others
- Pollutants and Results in Environmental Damage
- Punitive/Exemplary Damages Not Excluded
- Subject to COVERAGE Terms, Conditions and Exclusions

**EXCLUSIONS:**

Includes but is not limited to:

- Statutory Fines or Penalties Unless Direct Result of Pollution Incident as Defined by the policy

**LIMITS OF LIABILITY:**

**\$ 2,000,000 for:** (Higher limits may be available through other carries)

**INCLUDES BUT IS NOT LIMITED TO:**

**"Sudden Event"** - An accident where the pollution resulting therefrom and the injury resulting from such pollution all occur within 45 days following the accident. A related series of accidents shall be deemed to be a single event.

**"Accident"** - Means abrupt discharge, dispersal, release, or escape of pollutants neither expected nor intended from the standpoint of the District.

**Definition of Pollutants** - Means any solid, liquid, gaseous, or thermal irritant or contaminant, including chemicals, and waste, but does not include chlorine or chloramine used for the treatment of water at sewage treatment plants, water treatment plants, or swimming pools. TML IRP does not consider Chlorine or Chloramine to be a pollutant, therefore those items would be considered under the District's General Liability section.

**Note:** General Liability provides up to Policy Limit with NO Deductible for accidental release of:

- Chlorine or Chloramine in treatment of water at sewage treatment plants, water treatment plants, swimming pools, etc.; And/or;
- Pollutants contained in products (i.e., waste) sold or distributed

**DEDUCTIBLE:**

NONE

**COVERAGE TERM:**

One Year

**PREMIUM:**

**INCLUDED - NO ADDITIONAL PREMIUM**

## LAW ENFORCEMENT LIABILITY

**Important!!** If the District contracts for security patrol within District boundaries, however, chooses to not carry Law Enforcement Liability, there will be no coverage for a defense in the event of a lawsuit involving law enforcement. Law enforcement activities are specifically excluded in the General Liability form.

**INSURER:** TML IRP - "A" rated by Standard & Poors

**COVERAGE:** **Includes but is not limited to:**

- **Occurrence Coverage Form**
  - **Bodily Injury** arising from District's law enforcement activities
  - **Property Damage** arising from District's law enforcement activities
  - **Advertising Injury** arising from District's law enforcement activities
  - **Personal Injury** arising from District's law enforcement activities
  - **Defense Costs Outside** the policy limits – Defense will not erode Policy Limit
  - **Bodily Injury from Rendering or Failure to Render** incidental medical services or First Aid at the Scene of an Accident (Including Transportation)
  - **Alleged Use of Excessive Force**
  - **High Speed Pursuit**
  - **Coverage for Intentional Acts**
  - **Damage to Seized or Impounded Property**
  - **Jails**
  - **Coverage Actual or Alleged Violations of Civil Rights**
  - **Mutual Aid Agreements** included
  - **Indemnification Under Contract in Favor of: Michael Stone Associates, Inc**
  - See TML's Liability Coverage Documents for Additional Coverages & Sublimits
- Subject to Policy Terms, Conditions and Exclusions

**DEDUCTIBLE:** \$ 1,000 Per Occurrence

**LIMITS & PREMIUM:** **PLEASE INITIAL NEXT TO SELECTED LIMIT:**

\$ 1,393	\$ 1,000,000 Limits / \$ 2,000,000 Aggregate	_____
\$ 1,549	\$ 2,000,000 Limits / \$ 4,000,000 Aggregate	_____
\$ 1,696	\$ 3,000,000 Limits / \$ 6,000,000 Aggregate	_____
\$ 1,990	\$ 5,000,000 Limits / \$10,000,000 Aggregate	_____

**CURRENT:** \$ 2,725 \$10,000,000 Limits / \$10,000,000 Aggregate

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# INDEMNIFICATION UNDER CONTRACT

## Law Enforcement Liability

### INDEMNIFICATION UNDER CONTRACT

This endorsement forms a part of the Declarations to which attached, effective on the inception date of the coverage unless otherwise stated herein, and clarifies such coverage as is afforded by the provisions of the coverage shown below:

- ☒ GENERAL LIABILITY
- ☒ AUTOMOBILE LIABILITY
- ☒ LAW ENFORCEMENT LIABILITY
- ☐ AIRPORT (GENERAL LIABILITY  
HAZARDS) PREMISES LIABILITY

Entity Name : Fort Bend County Toll Road Authority  
Entity ID : 6623  
Effective Date : 10/1/22

It is agreed that coverage is provided for the liability assumed by the Fund Member to indemnify the person or organization named below under a contract between such person or organization and the Fund Member, but such coverage shall not exceed the limits of coverage set forth in the Declarations.

Person or Organization : Mike Stone Associates, Inc.  
Address : 1950 Lockwood Bypass  
City, State & Zip Code : Richmond, Texas 77469-1104

#### Description

*Contract between Fort Bend County Toll Road Authority and Michael Stone dba Professional Project Management Services.*



## **AUTOMOBILE LIABILITY HIRED & NON-OWNED**

**INSURER:** TML IRP - "A" rated by Standard & Poors

**COVERAGE:** **Includes but is not limited to** bodily Injury and Property Damage  
Hired / Non-Owned, Secondary coverage

**Non-Owned** - An automobile which is neither a District owned automobile nor a hired automobile of the District.

**Hired** - An automobile not owned by the District which is used by contract by or on behalf of, or lent to, the District. But does not include automobiles owned by/registered in the name of an Officer, Director, Elected or Appointed Official, or any member of a board or commission of the District; Or An Employee or Agent of the District who is granted an operating allowance of any sort for the use of such automobile

**Hired Automobiles – Auto Physical Damage**

An endorsement forms a part of the Declarations to which attached, effective on the inception date of the coverage unless otherwise stated herein, and clarifies such coverage as is afforded by the provisions of the coverage shown below:

**Hired Automobiles** - that are included in the Automobile Liability coverage shall also be covered under the Automobile Physical Damage coverage, subject to a deductible of \$500 per occurrence.

**INCLUDES: Indemnification Under Contract in Favor of: Michael Stone Associates, Inc.**

**LIMIT:** (Higher limits may be available)  
**Liability/Hired/Non-Owned:**  
**\$ 2,000,000** Each Occurrence – Combined Single Limit Bodily Injury / Property Damage

**DEDUCTIBLE:** NONE

**ANNUAL COST:** \$ 66

# INDEMNIFICATION UNDER CONTRACT

## Automobile Liability

### INDEMNIFICATION UNDER CONTRACT

This endorsement forms a part of the Declarations to which attached, effective on the inception date of the coverage unless otherwise stated herein, and clarifies such coverage as is afforded by the provisions of the coverage shown below:

- ☒ GENERAL LIABILITY
- ☒ AUTOMOBILE LIABILITY
- ☒ LAW ENFORCEMENT LIABILITY
- ☐ AIRPORT (GENERAL LIABILITY  
HAZARDS) PREMISES LIABILITY

Entity Name : Fort Bend County Toll Road Authority  
Entity ID : 6623  
Effective Date : 10/1/22

It is agreed that coverage is provided for the liability assumed by the Fund Member to indemnify the person or organization named below under a contract between such person or organization and the Fund Member, but such coverage shall not exceed the limits of coverage set forth in the Declarations.

Person or Organization : Mike Stone Associates, Inc.  
Address : 1950 Lockwood Bypass  
City, State & Zip Code : Richmond, Texas 77469-1104

#### Description

*Contract between Fort Bend County Toll Road Authority and Michael Stone dba Professional Project Management Services.*

## WORKERS' COMPENSATION

The Texas Municipal League Intergovernmental Risk Pool (the Pool) offers the option to extend workers' compensation coverage to individuals who serve the entity but who are not on a payroll and so do not meet the legal definition of "employee". **Included in this category are ELECTED AND APPOINTED OFFICIALS.**

Your District may choose to extend Workers' Comp coverage to their volunteers in order to avoid a potentially significant liability exposure. If an individual volunteering for the District is injured and unable to work for some time and is not covered by Workers' Comp, he may sue the District in an attempt to recover the financial costs associated with his injury and loss of income.

### **EXAMPLES**

**Workers' Comp provides coverage for the District's Board of Directors when they are doing business, at any time, on behalf of the District....for example:**

- To/From/At meetings
- To/From/During facilities inspections
- To/From/At the water board conferences like AWBD, etc.

**Worker's Compensation has advantages that personal healthcare may not provide, such as:**

- Full medical coverage with no out-of-pocket co-payment
- No Coinsurance provisions
- No imposed limits of liability

**NOTE: Policy may be subject to audit**

**INSURER:** TML IRP - "A" rated by Standard & Poors

**COVERAGE:** **INCLUDES BUT IS NOT LIMITED TO:**  
**Coverage For Elected / Appointed Officials / Volunteers**  
Statutory limit for Employees / Elected or Appointed Officials /  
Volunteers as authorized by the Texas Workers Compensation Act  
**Coverage For District**  
**Employers' Liability / \$1,000,000 to protect the District** against  
liability imposed by law for injury to Elected and/or Appointed Officials  
and/or Volunteers while working on behalf of the District.

**RATING BASIS:** Estimated Annual Directors' Per Diems - \$ 3,000

**ANNUAL COST:** \$ 216

# CONSULTANTS' FIDELITY BOND

**Note: District Does Not Currently Purchase This Coverage**

**If the District has this exposure that needs to be discussed and/or added to the policy please contact HARCO immediately**

Recommended, Optional  
Coverage for Review

## BLANKET CRIME/FIDELITY BOND

**INSURER:**

Liberty Mutual Surety - (Rated A XV)

**COVERAGE:**

**Includes but is not limited to** Loss caused to the District through failure of any employee or designated consultant to perform faithfully their duties or to account properly for all monies and property received by virtue of their position or employment. Limit applies for each occurrence involving one or more employees (consultants). Subject to COVERAGE Terms, conditions and exclusions.

**CONSULTANTS COVERED:**

Attorney, Bookkeeper, Engineer, Operator,  
Delinquent Tax Attorney

**COVERAGE TERM:**

Continuous - Until Requested Cancelled

**LIMIT, PREMIUM & TERM:**

**PLEASE INITIAL NEXT TO SELECTED LIMIT & TERM:**

<u>Limit</u>	<u>1 Year Premium</u>	<u>3 Year Premium</u> <b>With Premium Discount (HARCO Recommends)</b>
\$ 10,000	\$ 120 _____	\$ 324 _____
\$ 25,000	\$ 176 _____	\$ 475 _____
\$ 50,000	\$ 221 _____	\$ 597 _____
\$ 100,000	\$ 341 _____	\$ 921 _____
\$ 250,000	\$ 471 _____	\$ 1,272 _____
\$ 500,000	\$ 565 _____	\$ 1,373 _____
\$1,000,000	\$ 671 _____	\$ 1,812 _____

**MAKE SELECTION ABOVE & SIGN TO ACCEPT & ADD COVERAGE:**

(x) \_\_\_\_\_

**DATE:** \_\_\_\_\_

**ONLY SIGN TO ACCEPT & ADD COVERAGE**



## DIRECTORS' BOND

**Note: District Does Not Currently Purchase This Coverage**

**If the District has this exposure that needs to be discussed and/or added to the policy please contact HARCO immediately**

Recommended, Optional  
Coverage for Review

### BLANKET BOND FOR ELECTED/APPOINTED OFFICIALS

**INSURER:** Liberty Mutual Surety - (Rated A XV)

**TYPE OF BOND:** Directors Schedule Bond

**COVERAGE:** **Includes but is not limited to** the Faithful performance of Director's duties of her/his office

**AMOUNT OF BOND:** \$10,000 per Director /5  
\$50,000 Annual Aggregate  
(Higher limits may be available)

**COVERAGE TERM:** Continuous - Until Requested Cancelled

**PREMIUM & TERM:** **PLEASE INITIAL NEXT TO SELECTED LIMIT & TERM:**

\_\_\_\_\_ \$ 121 One-year bond term – No Premium Discount

\_\_\_\_\_ \$ 303 Three-year bond term—**With Premium Discount**  
(HARCO Recommends)

**MAKE SELECTION ABOVE & SIGN TO ACCEPT & ADD COVERAGE:**

**(x)** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**ONLY SIGN TO ACCEPT & ADD COVERAGE**

# TAX COLLECTORS BOND

**Note: District Does Not Currently Purchase This Coverage**

**If the District has this exposure that needs to be discussed and/or added to the policy please contact HARCO immediately**

## **PUBLIC OFFICIALS BOND** **TAX ASSESSOR / COLLECTOR**

Recommended, Optional  
Coverage for Review

**INSURER:** Liberty Mutual Surety - (Rated A XV)

**CONSULTANT COVERED:** Peron in the Position of Tax A/C

**COVERAGE:** Includes but is not limited to Loss caused to the District through failure of the tax collector to perform faithfully her/his duties as required by law and distribute funds collected without fraud or delay. Subject to bond terms, conditions and exclusions.

**COVERAGE TERM:** Continuous -- Three-year paid bond  
Three Year Pre-Paid Bond

EST: 00/00/00 to 00/00/00

**LIMITS & PREMIUM:** **PLEASE INITIAL NEXT TO SELECTED LIMIT:**

<b><u>3 Year Premium</u></b>	<b><u>Limit</u></b>	
\$ 250	\$ 10,000	_____
\$ 250	\$ 25,000	_____
\$ 375	\$ 50,000	_____
\$ 525	\$ 75,000	_____
\$ 656	\$ 100,000	_____
\$ 1,443	\$ 250,000	_____
\$ 2,363	\$ 500,000	_____
\$ 4,612	\$1,000,000	_____

**TAX COLLECTOR CAN BE INVOICED DIRECTLY**

**INITIAL SELECTION ABOVE & SIGN TO ACCEPT & ADD COVERAGE:**

**(X)** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**DO NOT SIGN OR INITIAL UNLESS REQUESTING TO ADD COVERAGE**

# TRAVEL ACCIDENT BENEFITS

**Note: District Does Not Currently Purchase This Coverage**

**If the District has this exposure that needs to be discussed and/or added to the policy please contact HARCO immediately**

**INSURER:** Hartford Life & Accident Ins. Co. (Rated A+ XV)

**COVERAGE TERM:** Continuous - Until Requested Cancelled

Recommended, Optional  
Coverage for Review

## Please Select Optional Limit & Payment Plan

**INCLUDES BUT IS NOT LIMITED TO:**

<b>Term:</b>	<b>Option 1:</b> <input type="checkbox"/>	<b>Option 2:</b> <input type="checkbox"/>
3 Year Rate Guarantee Paid in Annual Installments:	\$500.00 <input type="checkbox"/>	\$600.00 <input type="checkbox"/>
3 Year Prepaid Premium:	\$1,350.00 <input type="checkbox"/>	\$1,620.00 <input type="checkbox"/>

Hazard	Benefit	Amount	Amount
C-12, C-41, C-46C, C-57	ADD	\$500,000	\$750,000
C-12B, C-55B	ADD	Spouse: \$50,000 Each Child: \$25,000	Spouse: \$50,000 Each Child: \$25,000
	Adaptive Home & Vehicle	10% to Max \$25,000	10% to Max \$25,000
	Bereavement Counseling	\$100 per visit to Max of \$500	\$100 per visit to Max of \$500
	Coma	See ADD Amount above	See ADD Amount above
	Rehabilitation	10% to Max \$25,000	10% to Max \$25,000
	Seatbelt	10% to Max \$25,000	10% to Max \$25,000
	Air Bag	5% to Max \$10,000	5% to Max \$10,000
	Therapeutic Counseling	10% to Max \$25,000	10% to Max \$25,000

### Hazard Descriptions:

- C-12 Business Travel Only Coverage
- C12B Business Trip Coverage – Insured Person's Spouse & Child(ren)
- C-41 Extraordinary Commutation Coverage
- C-46C Hijacking Coverage
- C-55B Relocation Coverage – Insured Person's Spouse & Child(ren)
- C-57 Sojourn/Personal Deviation Coverage

### Aggregate Limitation:

- Option 1:** \$3,000,000 shall be the total limit of the Company's liability for all benefits under this policy because of injury sustained due to any one accident
- Option 2:** \$3,750,000 shall be the total limit of the Company's liability for all benefits under this policy because of injury sustained due to any one accident.

### Cross Exclusion:

If an Insured Person is covered under more than one Hazard or Class on the date of accident, he or she will be considered to be covered under the one Hazard or Class with the largest Benefit Amount.

\*\*\*The Business Only (Hazard C-12) coverage is applicable if the accident occurs while on a business trip and the benefit will be paid according to the enforce policy and will not be reduced by any other lines of coverage.\*\*\*

**NOTE:** Accepting the three-year prepaid Travel Accident Policy not only gives a premium discount but will guarantee there is no premium increase for three years. Cancellation can still be requested at any time & the prorated premium, if any, will be returned.

**MAKE SELECTION ABOVE & SIGN TO ACCEPT & ADD COVERAGE:**

(X) \_\_\_\_\_

**DATE:** \_\_\_\_\_

**ONLY SIGN TO ACCEPT & ADD COVERAGE**

## PEACE OFFICER BOND

**Note: District Does Not Currently Purchase This Coverage**

**If the District has this exposure that needs to be discussed and/or added to the policy please contact HARCO immediately**

### Public Officials Bond

Recommended, Optional  
Coverage for Review

**INSURER:**

Liberty Mutual Surety  
( A+ IX )

**PERSONS COVERED:**

**Peace Officers:**

**COVERAGE:**

**Includes but is not limited to** Loss caused to the District through failure of the Peace Office to perform faithfully her/his duties as required by law.  
***Including Claims related to allegations of Stolen and/or Lost Property or Money.*** Subject to bond terms, conditions and exclusions.

**COVERAGE TERM:**

Continuous - Until Requested Cancelled

**PREMIUM & TERM: PLEASE INITIAL NEXT TO SELECTED # OF OFFICERS & TERM:**

<u># of Officers</u>	<u>Limit Per Officer</u>	<u>1 Year Premium</u>	<u>3 Year Premium</u> <small>With Premium Discount (HARCO Recommends)</small>
1	\$ 10,000	\$ 100 _____	\$ 250 _____
2	\$ 10,000	\$ 100 _____	\$ 250 _____
3	\$ 10,000	\$ 150 _____	\$ 376 _____
4	\$ 10,000	\$ 200 _____	\$ 500 _____
5	\$ 10,000	\$ 250 _____	\$ 626 _____
6	\$ 10,000	\$ 300 _____	\$ 750 _____
7	\$ 10,000	\$ 350 _____	\$ 876 _____

**INITIAL SELECTION ABOVE &  
SIGN TO ACCEPT & ADD COVERAGE:**

(X) \_\_\_\_\_

DATE: \_\_\_\_\_

**ONLY SIGN / INITIAL TO ACCEPT & ADD COVERAGE**



## TML PROGRAM FEATURES

HARCO is recommending to your District a program that combines *broad coverage, competitive pricing, and additional services*.

These TML IRP coverages and services may include any of the following:

- Property, Equipment Breakdown, Mobile or Handheld Equipment, Flood, Windstorm, Earthquake, Hail. Terrorism coverage automatically provided for property damage exposure. Most insurance programs do not automatically provide this coverage.
- Up to \$10,000,000 General Liability limits – Occurrence basis
- Up to \$10,000,000 Public Officials' Liability – Occurrence basis
- Up to \$10,000,000 Law Enforcement Liability – Occurrence basis
- Up to \$2,000,000 Auto Hired/Non-Owned Liability – Occurrence basis
- Auto Physical Damage for reported and scheduled District owned vehicles
- Up to \$2,000,000 Pollution Liability coverage – Occurrence basis
- Workers' Compensation coverage available for Elected/Appointed Officials, Employees, Volunteers
- Loss Control Inspections done by TML IRP

**We believe you should thoroughly understand the most important differences between coverages with TML IRP and insurance policies offered by other companies. We offer additional information to show how these services can improve the coverages for your District and for yourselves as Public Officials.**

**Please review the next few pages of this summary that will better explain the significant and important coverage and service benefits of the program we recommend.**

# TML PROPERTY COVERAGE FEATURES

## Note: District Does Not Currently Purchase This Coverage

The Texas Municipal League Intergovernmental Risk Pool's property coverage includes the following features (but is not limited to) at no additional cost:

1. Coinsurance Provision	None
2. Pollution Damage to Scheduled Prop Caused by Covered Peril	Included in the Blanket Limit
3. Pollution Clean-up at Scheduled Premises	\$20,000 each Premises
4. Accounts Receivable	\$10,000 *
5. Valuable Papers/EDP Media	\$10,000 *
6. Loss Of Revenue/Extra Expense/Rental Income	\$50,000 *
7. Personal Effects of Employees/Volunteers	\$5,000 *
8. Outdoor Property - Trees, Plants, Shrubs	\$250 each / \$10,000 per occurrence *
9. Property in the Open	\$10,000 Per Occurrence*
10. Debris Removal	Included in the Blanket Limit
11. Demolition of undamaged portions of covered structures	Included in the Blanket Limit
12. Boiler & Machinery	Included
13. Increased cost of construction due to Building Ordinances	Included in the Blanket Limit
14. Loss to undamaged portion of a covered structure	Included in the Blanket Limit
15. Newly acquired or constructed structures	Automatic \$1,000,000 or the Blanket Limit, whichever is less – Additional Limits Available upon request - No Time Limitation
16. Property in Transit	\$1,000,000 or TIV whichever is lower
17. Property Off Premises	Included in the Blanket Limit
18. Sewer Backup at Scheduled Premises	Included in the Blanket Limit
19. Communications Equipment	Included in the Blanket Limit
20. Computer Equipment	Included in Contents Coverage
21. Electrical Damage - EDP equipment	Included in the Blanket Limit
22. Glass Breakage	Included in the Blanket Limit
23. Glass Display or Trophy Cases	Included in the Blanket Limit
24. Ground Maintenance Equipment	Included in the Blanket Limit
25. Fine Arts	Lessor of repairs or scheduled value / <u>Must Be Reported</u>
26. Fire Department Service Charge	Included
27. Fire Equipment Recharge	Included
28. Commandeered boats	Included in Mobile Equipment
29. Outdoor Property - Detached Signs, Fences, Antennas	Included in the Blanket Limit / <u>Must Be Reported</u>
30. Temporary repairs after a loss to prevent further damage	Included in the Blanket Limit
31. Inventory costs related to a loss	Included
32. Portable equipment	Included / Much Be Reported
33. Property of Others	Included in the Blanket Limit
34. Premises Boundary	None
35. Spoilage	Included in the Blanket Limit
36. Off Premises Utility Failure	Included in the Blanket Limit
37. Lock replacement after a loss	Included in the Blanket Limit
38. Changes in temperature/humidity	Included in the Blanket Limit
39. Architectural/Engineering fees incurred as a result of a loss	Included
40. Underground Sprinkler Systems	Included in the Blanket Limit / <u>Must Be Reported</u>
41. Wind-Driven Rain from a Named Storm	\$25,000 per occurrence W/\$1000 Deductible, or elected deductible whichever is less
42. Protection of Property from Flood	\$25,000 "reimbursement" for protecting prop from flood

**\* These are the basic limits provided at no cost to the Member. Additional limits may be available. If the limits provided are not adequate, Please Contact HARCO Insurance Services to discuss Additional Limit Quote Options.**

## TML LIABILITY COVERAGE FEATURES

The Texas Municipal League Intergovernmental Risk Pool's liability coverage includes, but is not limited to, the following features:

### All Liability Coverages

- |   |   |
|---|---|
| 1. "Occurrence" rather than "Claims-Made" | All liability coverages including Public Officials' and Law Enforcement Liability |
| 2. Punitive and Exemplary Damages         | Not Excluded (unless assumed by contract)   |
| 3. Defense Costs                          | Included in addition to COVERAGE Limits   |
| 4. Pay On Behalf Of                       | Included  |

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### General Liability (includes but not limited to)

- |  |  |
|--|--|
| 1. Pollution Coverage  | Broad coverage for damages or injuries that occur within 45 days of a sudden and accidental pollution incident. No time limitation for damage or injury resulting from the Member's products (such as water) or chlorine usage and coverage extends to gradual & sudden events |
| 2. Failure to Supply Gas, Oil, Water, Electricity<br>(Resulting from Unintentional error or damage to tangible property) | Included   |
| 3. Fireworks Displays  | Included   |
| 4. Watercraft Liability  | Included   |
| 5. Fire Legal Liability  | Included up to full Limits of Liability  |
| 6. Incidental Medical Malpractice  | Included   |
| 7. Emergency Medical Services (EMTs and Paramedics)  | Included   |
| 8. Special Events  | Included   |

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### Public Officials Liability (includes but not limited to)

- |  |   |
|--|---|
| 1. Coverage for Employment-Related Matters including<br>(Discrimination, Wrongful Termination, Failure to Hire or Promote and Sexual Harassment or Misconduct) | Included  |
| 2. Criminal Defense Reimbursement  | \$10,000  |
| 3. Back Wages  | 50% up to \$25,000 when awarded in connection with other covered damages  |
| 4. Claims filed with EEOC and Texas Commission on Human Rights   | Included in the definition of "Suit"                                      |
| 5. Five Years Prior Acts Coverage  | Included upon request, warrant of incident report required                |
| 6. Coverage for Members of Boards or Commissions<br>Including Airport and Utility Boards   | Included while acting as public officials or                              |
| 7. Coverage for Attorneys, Architects, Engineers & Accountants   | Included while acting as public officials or employees of the member      |
| 8. Land Use/Zoning   | Included Only when damages are sought                                     |
| 9. Mental Anguish  | Included when sought in connection with an alleged civil rights violation |
| 10. Coverage for Actual or Alleged Civil Rights Violations   | Included when damages sought  |
| 11. Whistleblower's and Workers' Compensation Retaliation Claims   | Included  |



## **TML LIABILITY COVERAGE FEATURES**

### **Automobile Liability (includes but not limited to)**

- |  |   |
|--|---|
| 1. Medical Payments                        | \$25,000 for vehicles with design capacity of 8 passengers or less.   |
| 2. Vehicles Added During the Year          | Automatic coverage at no additional charge  |
| 3. Deductible Reimbursement for Volunteers | Up to \$500 for damage to vehicles owned by volunteer firefighters or emergency medical personnel when damage occurs during emergency response on behalf of the Member. |
| 4. High Speed Pursuit                      | Included Only if there is physical contact with the Member's vehicle and the Claimant's Vehicle   |

### **Automobile Physical Damage (includes but not limited to)**

- |                          |   |
|--------------------------|---|
| 1. Deductible Limitation | \$10,000 maximum deductible for all vehicle damage sustained in one occurrence, except for damage resulting from hail, when deductible elected for each vehicle is \$10,000 or less |
|--------------------------|---|

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### **Law Enforcement Liability - OPTIONAL COVERAGE AVAILABLE UPON REQUEST**

- |   |   |
|---|---|
| 1. Coverage for Alleged Use of Excessive Force  | Included  |
| 2. Moonlighting                                 | Included for the Member and Officers acting in their capacity as Law Enforcement Officers |
| 3. High Speed Pursuit                           | Included if there is no contact between the Member's vehicle and the Claimant's vehicle   |
| 4. Coverage of Intentional Acts                 | Included  |
| 5. Damage to Seized or Impounded Property       | Included  |
| 6. Jails  | Included  |
| 7. Actual or Alleged Violations of Civil Rights | Included  |
| 8. Mutual Aid Agreements                        | Included  |



## TML - LIABILITY COVERAGE DOCUMENT CHANGES

### Summary of Liability Coverage Document Changes Effective October 1, 2022

The Pool's Board of Trustees, acting on behalf of the Members, recently approved several changes to the *Liability Coverage Document* effective October 1, 2022. The following is a summary\* of those substantive changes and clarifications:

- **Defense Costs:** Extends coverage up to \$150,000 for damages and defense attorneys' fees sought by the Department of Housing and Urban Development under the federal Fair Housing Act, even though penalties, fines, and suits by a governmental agency are otherwise excluded from coverage.
- **Duty to Report Lawsuits:** Obligates Covered Parties to report to the Pool any demand, notice, summons, or other process received, even if the Covered Party is no longer employed by – or serves in an official capacity for – the Member.
- **Mitigation Requirement:** Clarifies that Members are responsible for mitigating damages after a loss under the Automobile Physical Damage Coverage.
- **Punitive Damages:** Clarifies the exclusion of punitive and exemplary damages by: (1) adding the term "consciously" to further define indifferent acts already included in the Exclusions Applicable to All Coverages; and (2) modifying the definition of covered damages to exclude punitive and exemplary damages.
- **False Claims Act Exclusion:** Clarifies that a claim made under the federal False Claims Act, which gives the government and private citizens a cause of action against those who have defrauded the federal government, is – in fact – a fraud claim that is excluded from coverage.
- **Texas Water Code Exclusion:** Clarifies that a suit brought under Chapter 11 of the Texas Water Code, which amounts to a claim for inversed condemnation or a taking, is excluded from coverage.
- **Supplemental Sewage Backup Coverage:** Moves this coverage from optional to a baseline coverage amount of \$5,000 per structure and \$10,000 per occurrence but allows a Member to decline the coverage.

*\*This information is intended to provide an overview. Please review the coverage document – which is available in the Member Portal – for actual wording and contact your Member Services Manager with questions.*

## **TML - CYBER LIABILITY & DATA BREACH RESPONSE COVERAGE DOCUMENT CHANGES**

### **Summary of Cyber Liability and Data Breach Response Coverage Document Changes Effective October 1, 2022**

The Pool's Board of Trustees, acting on behalf of the Members, recently approved several changes to the *Cyber Liability and Data Breach Response Coverage Document* effective October 1, 2022. The following is a summary\* of those substantive changes and clarifications:

- **Cyber Terrorism:** This change simply clarifies that Cyber Terrorism is covered, and not a part of a general terrorism exclusion.
- **Optional Extension Period:** The optional extension period for reporting claims has been extended from 30 days to 60 days.
- **Automatic Reporting Period:** This expansion of coverage gives Members an additional 60 days following cancellation of coverage to report a claim that occurred within the coverage period.
- **Expanded Period of Restoration:** The period of restoration has been extended from 30 days to 180 days.
- **Bodily Injury or Property Damage Exclusion:** Coverage for Bodily Injury and Property Damage is covered through other liability coverage. This provision simply clarifies that these damages are not included in the Cyber Liability and Data Breach Response coverage.
- **Sanction Limitations Exclusion:** This exclusion clarifies that coverage does not extend to claims or losses arising out of a payment of a claim that could lead to sanctions under UN resolutions or regulations of the European Union, United Kingdom or the United States.

*\*This information is intended to provide an overview. Please review the coverage document – which is available in the Member Portal – for actual wording and contact your Member Services Manager with questions.*

## **DEFINITIONS OF TERMS**

### **ADVERTISING INJURY**

Injury arising out of an offense occurring in the course of the District's advertising activities, if such injury arises out of libel, slander, defamation, violation of right of privacy, piracy, unfair competition or infringement of copyright, title or slogan.

### **AGGREGATE**

This is the maximum amount that could be paid for all damages arising out of one or more accidents or occurrences that occurred during the policy period.

### **BODILY INJURY**

Bodily injury, sickness or disease sustained by any person, including death at any time resulting there-from.

### **HIRED / NON-OWNED AUTOMOBILE**

Hired - An automobile not owned by the Member but is used on behalf of or lent to the District.

Non-Owned - An automobile which is neither owned nor a hired automobile of the District.

### **LAW ENFORCEMENT ACTIVITIES**

The actions and functions that required or within the defined scope of duties for a District's Law Enforcement Agency which include, but are not limited to, actions towards the prevention and control of crime.

### **OCCURRENCE**

Means each accident or event, including continuous or repeated exposure to conditions, which results in bodily injury, advertising injury, personal injury, or property damage neither expected nor intended from the Standpoint of the insured.

### **OCCURRENCE FORM**

This form pays for the legal liability incurred by the insured for damages that occur during the policy period, no matter when the accident or occurrence becomes evident to the insurer as a "claim" against the insured. This may result in the insurer being responsible for providing coverage for occurrences reported long after the policy period expires.

### **PERSONAL INJURY**

Injury arising out of one or more of the following offenses: False arrest, detention or imprisonment, malicious prosecution, wrongful entry, eviction or other invasion of the right of private occupancy, the publication or Utterance of a libel, slander or other defamatory or disparaging material, or publication or utterance in violation of an individual's right of privacy, false, erroneous or improper service of civil papers or assault and battery.

### **PROPERTY DAMAGE**

Physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting there from; or Loss of use of tangible property which has not been physically injured or destroyed, provided such loss of use is caused by an occurrence.

### **TERRORISM**

The use of violence and threats to intimidate or coerce for political ends and/or purposes. Includes any use of violence or threats for the purpose of putting the public or any section of the public in fear.



## VERIFICATION OF COMPLIANCE WITH GOVERNMENT CODE

As required by Chapter 2270, Government Code, HARCO/Brown & Brown Lone Star Insurance Services Inc. hereby verifies that it does not boycott Israel and will not boycott Israel through the term of the policies included in this proposal. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Foreign Terrorists Organizations. Pursuant to Chapter 2252, Texas Government Code, HARCO/Brown & Brown Lone Star Insurance Services Inc. represents and certifies that, at the time of execution of this proposal neither HARCO/Brown & Brown Lone Star Insurance Services Inc. nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

Anti-Boycott of Energy Companies Verification, Chapter 2274, Texas Government Code, HARCO/Brown & Brown Lone Star Insurance Services Inc. verifies, pursuant to Chapter 2274 of the Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session), it is not a Company that boycotts energy companies and agrees it will not boycott energy companies during the term of this Contract. The terms "boycotts energy companies" and "boycott energy companies" have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. For purposes of this paragraph, "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit, but does not include a sole proprietorship.

Anti-Discrimination of Firearm Entity or Firearm Trade Association Verification, HARCO/Brown & Brown Lone Star Insurance Services Inc. verifies, pursuant to Chapter 2274 of the Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "SB 19"), HARCO/Brown & Brown Lone Star Insurance Services Inc. hereby verifies that it is not a Company that has a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and agrees it will not discriminate against a firearm entity or firearm trade association during the term of this Contract. The terms "discriminates against a firearm entity or firearm trade association" and "discriminate against a firearm entity or firearm trade association" have the meaning assigned to the term "discriminate against a firearm entity or firearm trade association" in Section 2274.001(3), Texas Government Code (as added by SB 19). For purposes of this paragraph, "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit, but does not mean a sole proprietorship.