

**2021 - 2022
INSURANCE PROPOSAL**

PREPARED FOR:

**FORT BEND COUNTY
TOLL ROAD AUTHORITY
TERM: 10/01/2021 to 10/01/2022**

PRESENTED BY:



First Class Service is the Only Kind We Provide!

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

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 11, 2021



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 graduated in 2003 with an Associate degree in Applied Science from Odessa College where she was a "Who's Who Honoree and was recognized as being one of Odessa College's Outstanding Students. 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 MUD Districts.

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>2021 – 2022 RENEWING</u>	<u>2020 – 2021 EXPIRING</u>
General Liability: Limits:	\$ 5,118 \$ 10,000,000 / No Deductible	\$ 4,444 \$ 10,000,000 / No Deductible
Pollution Liability: Limits:	Included – No Additional Premium \$ 2,000,000 / No Deductible	Included – No Additional Premium \$ 2,000,000 / No Deductible
Cyber Liability/Data Breach: (See Pages 8-9) Limits:	Included – No Additional Premium See Tier1/Core Coverage Form-Limits	Included – No Additional Premium See Coverage Form-Limits
Law Enforcement Liab: Limits:	\$ 2,725 \$ 10,000,000 / \$1000 Deductible	\$ 1,599 \$ 10,000,000 / \$1000 Deductible
Auto Liability: Limits:	\$ 66 \$ 2,000,000 Liability / No Deductible	\$ 65 \$ 2,000,000 Liability / No Deductible
Workers Compensation: Limits:	\$ 216 (New Minimum Premium) Statutory	\$ 196 Statutory
Consulting & Servicing:	\$ 900	\$ 900
<u>ANNUAL COST:</u>	<u>\$ 9,025</u>	<u>\$ 7,204</u>

REVIEWED & ACCEPTED:

Bobbie Tallas

SIGNATURE

DATE:

8/18/21

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:

Bobbie Tallas

SIGNATURE

DATE: 8/18/21

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; including but 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
- **Contractual, Operations, Premises, Products**
- **Indemnification Under Contract in Favor of: Michael E Stone**
- See Liability Coverage Documents for Additional Coverages & Sublimits

Subject to Policy Terms, Conditions and Exclusions

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**

BJ

INDEMNIFICATION UNDER CONTRACT

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 : 10/1/21

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 : Michael Stone
dba Professional Project Management Services
Address : 19875 Southwest Freeway, Ste. 270
City, State & Zip Code : Sugar Land, Texas 77479

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)**

Included at No Additional Cost

Cyber Liability and Data Breach Response Declarations of Coverage



New Tier 1 / Core

Retroactive Date: 10/01/2016

	Aggregate Limit	Retention <i>Each claim or loss</i>
Tower I Aggregate Limit of Liability	\$1,000,000	
Information Security and Privacy Liability Aggregate Limit and Website Media Content Liability Aggregate Limit	\$1,000,000	\$0
Tower II Aggregate Limit of Liability & Coverage	\$100,000	
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
Tower III Maximum Notified Individuals Aggregate Limit of Coverage	10,000	
Notified Individuals Aggregate Limit	10,000	0 Notified Individuals
Tower IV Aggregate Limit of Coverage	\$50,000	
Breach Response: Legal Services, Computer Expert Services, Public Relations & Crisis Management Expenses Aggregate Limit	\$50,000	\$0
Billable Contribution:		Included

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 \$30 (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		NEW
AGGREGATE LIMIT OF LIABILITY	100,000	VS	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

eCrime			
Fraudulent Instruction Aggregate Sublimit	25,000	PLUS	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		NEW
Privacy Breach Response Services		VS	
Notification, Call Center and Breach Resolution and Mitigation Services:			
Limit: Notified Individuals	10,000		25,000
Retention	0		0

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

ANNUAL PREMIUM: \$30 **(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 Either Accepting or Declining to Move to the New (Tier 2 / Core +) that offers Increased Limits for an Additional Annual cost of \$30 **:

ACCEPTED: _____

DECLINED: _____

Bobbie Tallas

POLLUTION LIABILITY

INSURER:

TML IRP - "A" rated by Standard & Poors

COVERAGE:

- 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:

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

LIMITS OF LIABILITY:

\$ 2,000,000 for:

"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 at 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 E Stone**
- See TML's Liability Coverage Documents for Additional Coverages & Sublimits

Subject to Policy Terms, Conditions and Exclusions

DEDUCTIBLE: \$1,000

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

BJ

AUTOMOBILE LIABILITY HIRED & NON-OWNED

INSURER:

TML IRP - "A" rated by Standard & Poors

COVERAGE:

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.

- **Indemnification Under Contract in Favor of: Michael E Stone**

LIMIT:

Liability:

\$ 2,000,000 Combined Single Limit Bodily Injury / Property Damage

Medical Payments:

\$ 25,000 per person – Included with no additional premium

DEDUCTIBLE:

NONE

ANNUAL COST:

\$ 66

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

INSURER:

TML IRP - "A" rated by Standard & Poors

COVERAGE:

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 (New Minimum Premium)

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:

The Hartford A.M. Best Rated (A)

Recommended, Optional
Coverage for Review

COVERAGE TERM:

Continuous - Until Requested Cancelled

Please Select Optional Limit & Payment Plan

Term:	Option 1: <input type="checkbox"/>	Option 2: <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:

Loss caused to the District through failure of the Peace Office to perform faithfully her/his duties as required by law, *including allegations of Lost or Stolen 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

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.

PROPERTY COVERAGE FEATURES

Note: District Does Not Currently Purchase This Coverage Through HARCO/TML

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	\$25,000 *
7. Personal Effects of Employees/Volunteers	\$5,000 *
8. Debris Removal	Included in the Blanket Limit
9. Demolition of undamaged portions of covered structures	Included in the Blanket Limit
10. Boiler & Machinery	Included
11. Increased cost of construction due to Building Ordinances	Included in the Blanket Limit
12. Loss to undamaged portion of a covered structure	Included in the Blanket Limit
13. Newly acquired or constructed structures	Automatic \$1,000,000 or the Blanket Limit, whichever is less – No Time Limitation
14. Property in Transit	\$1,000,000
15. Property Off Premises	Included in the Blanket Limit
16. Sewer Backup at Scheduled Premises	Included in the Blanket Limit
17. Communications Equipment	Included in the Blanket Limit
18. Computer Equipment	Included in the Blanket Limit
19. Electrical Damage - EDP equipment	Included in the Blanket Limit
20. Glass Breakage	Included in the Blanket Limit
21. Glass Display or Trophy Cases	Included in the Blanket Limit
22. Ground Maintenance Equipment	Included in the Blanket Limit
23. Fine Arts	Included in the Blanket Limit / <u>Must Be Reported</u>
24. Fire Brigade Charges	Included
25. Fire Department Service Charge	Included
26. Fire Equipment Recharge	Included
27. Commandeered boats	Included in Mobile Equipment
28. Outdoor Property - Trees, Plants, Shrubs	\$250 each / \$10,000 per occurrence *
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 in the Blanket Limit
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>

*** 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.**

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. Year 2000 Claims | A loss that is otherwise covered will not be excluded because it is related to a Y2K computer or Embedded chip failure. |
| 4. Defense Costs | Included in addition to COVERAGE Terms |
| 5. Pay On Behalf Of | Included |

+++++

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 | 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 |

Public Officials Liability (includes but not limited to)

Note: District Does Not Currently Purchase This Coverage Through HARCO/TML

- | | |
|---|---|
| 1. Coverage for Employment-Related Matters including | Included |
| 2. Discrimination, Wrongful Termination, Failure to Hire or | |
| 3. Promote and Sexual Harassment or Misconduct | |
| 4. Criminal Defense Reimbursement | \$10,000 |
| 5. Back Wages | 50% up to \$25,000 |
| 6. Claims filed with EEOC and Texas Commission | Included in the definition of "Suit" |
| 7. Prior Acts – Extended Coverage to Creation of District | Included |
| 8. Coverage for Members of Boards or Commissions | Included while acting as public officials or employees of the Member |
| 9. Including Airport and Utility Boards Coverage for Attorneys, | |
| 10. Architects, Engineers, and Accountants | |
| 11. Land Use/Zoning | Included when damages are sought |
| 12. Mental Anguish | Included when sought in connection with an alleged civil rights violation |
| 13. Coverage for Actual or Alleged Civil Rights Violations | Included when damages sought |
| 14. Whistleblower's and Workers' Compensation Retaliation | Included |

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 if there is physical contact between the Member's vehicle and the claimant's vehicle. |

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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 - CHANGES TO THE LIABILITY COVERAGE DOCUMENT

Effective October 1, 2020

The Pool's Board of Trustees, acting on behalf of the members, recently approved several changes to the Liability Coverage Document, effective for rates beginning October 1, 2020.

As is the case each time coverage changes are made, the Board carefully considers the needs of the membership as a whole and the preservation of long-term stability and costs, while continuing to provide broad coverage tailored to member needs. Your Member Services Manager can provide additional explanation on these changes as needed.

Below is a brief summary of the substantive changes and clarifications to the Liability Coverage Document. *The information below is intended to provide an overview; please consult your coverage document for actual wording.*

Summary of Liability Coverage Changes:

Exclusion for the Exercise of Zoning or Subdivision Regulatory Powers: The Pool excludes coverage for zoning and subdivision claims and suits unless damages are sought. Such cases are often political and involve large defense attorney fees with small or no damage payments, and with the plaintiff simply asking for equitable relief. The Pool has no leverage to resolve such claims and suits when a change or amendment to the Member's zoning or subdivision regulations is required for resolution.

To continue providing such defense coverage, and to ensure the Pool and Pool Members are working as a partnership towards a resolution, a sub-limit of \$150,000 applies to both defense attorney fees and damages.

Exclusion for Eminent Domain: Nuisance, trespass, and taking claims are often pled together in lawsuits, and often the damages are the same for all three types of claims. Because of this, the addition of "nuisance" and "trespass" is now added to the "Takings" exclusion (exclusion T. of the Exclusions Applicable to All Coverages).

Expansion of Supplementary Payments in Automobile Physical Damage Coverage: This is a coverage enhancement. The Supplementary Payments section in the Automobile Physical Damage Coverage will now cover rental amounts for automobiles up to \$40 per day or \$1,200 total. In addition, for firetrucks and ambulances that qualify as covered automobiles, members may request reimbursement for replacement rentals during repairs for covered losses up to \$250 per day or \$7,500 total.

Suits by the Member: Claims and suits by the Member against its employees, officers, and volunteers are excluded. Language is being added to further exclude claims or suits by a Member against any covered parties or by a Member against an entity with coverage through a covered contract with the Member.

Continued on Next Page

TML - CHANGES TO THE LIABILITY COVERAGE DOCUMENT

Effective October 1, 2020

Uninsured/Underinsured Motorists Endorsement: The Pool provides uninsured/underinsured motorist coverage by endorsement when requested. For these claims, immunity and the Texas Tort Claims Act is not a defense since the uninsured/underinsured motorist is not a government employee or official. Language has been added that provides a maximum coverage limit that is the same as the limits of liability afforded to the Pool Member under the Texas Tort Claims Act.

Breach of Contract: Coverage is excluded for breach of contract, including contracts implied in law or implied in fact. Language is being added to extend the exclusion to include alternative causes of actions that are similar to breach of contract, including promissory estoppel, detrimental reliance, justifiable reliance, *quantum meruit*, unjust enrichment, and any other claim arising from the existence or alleged existence of a contract.



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 CHAPTERS 2252 AND 2270

As required by Chapter 2270, Government Code, HARCO Insurance Services 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 Insurance Services represents and certifies that, at the time of execution of this proposal neither HARCO Insurance Services, 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.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Harco Insurance Services
Houston, TX United States

Certificate Number:
2021-789420

Date Filed:
08/11/2021

Date Acknowledged:
08/19/2021

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County Toll Road Authority

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

FBCTRA 10/01/2021 INS
Insurance - Proposal

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.**6 UNSWORN DECLARATION**

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)