

# Proposal of Insurance

## Woodbury County, Iowa

820 Douglas Street, #701  
Sioux City, IA 51101

Presented: December 27, 2022  
Effective: January 1, 2023

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# Gallagher

Insurance | Risk Management | Consulting

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Woodbury County, Iowa



## Service Team

Rich Stokluska has primary service responsibility for your company. We operate using a team approach. Your Service Team consists of:

NAME / TITLE	PHONE / ALT. PHONE	EMAIL	ROLE
<b>Rich Stokluska, ARM</b> Area Senior Executive Vice President	(630) 285-4012	Rich_Stokluska@ajg.com	Producer - Illinois
<b>Terry Locaciato</b> Client Service Manager	(630) 228-6959	Terry_Locaciato@ajg.com	Client Service Manager II
<b>Steve Schultz</b> Area Vice President	(712) 274-8223	Steve_Schultz@ajg.com	Producer - Iowa
<b>Heather Murad</b> Client Service Manager II	(712) 274-8234	heather_murad@ajg.com	Client Service Manager II

Arthur J. Gallagher Risk Management Services, Inc.  
Main Office Phone Number: (630) 773-3800

Woodbury County, Iowa



## Program Structure

Woodbury County, Iowa



## Named Insured

### Named Insured Schedule:

Add / Change / Delete	Named Insured	All Lines
	Woodbury County, Iowa	X
	Woodbury County 911 Service Board	X
	Woodbury County Emergency Management Commission	X

**Note:** Any entity not named in this proposal, may not be an insured entity. This may include affiliates, subsidiaries, LLC's, partnerships and joint ventures.

Woodbury County, Iowa



## Market Review

We approached the following carriers in an effort to provide the most comprehensive and cost effective insurance program.

INSURANCE COMPANY	LINE OF COVERAGE	RESPONSE	PREMIUM
Princeton Excess & Surplus Lines Ins Co	Package	Recommended Quote	\$287,538.00



## Location Schedule

LOC # / BLDG #	LOCATION ADDRESS
1/1	620 Douglas Street; Sioux City, IA 51101-1247
2/1	407 7 <sup>th</sup> Street; Sioux City, IA 51101-1000
3/1	1600 County Home Road; Sioux City, IA 51106-6932
3/2	1600 County Home Road; Sioux City, IA 51106-6932
3/4	1600 County Home Road; Sioux City, IA 51106-6932
3/5	1600 County Home Road; Sioux City, IA 51106-6932
3/6	1600 County Home Road; Sioux City, IA 51106-6932
3/7	1600 County Home Road; Sioux City, IA 51106-6932
3/8	1600 County Home Road; Sioux City, IA 51106-6932
4/1	121 Deer Run Trail; Climbing Hill, IA 51015-8124
5/1	825 Main Street; Merville, IA 51039-5009
6/1	221 Main Street; Danbury, IA 51019-7725
7/1	321 4 <sup>th</sup> Street; Pierson, IA 51048-8064
8/1	510 Main Street; Hornick, IA 51026-7700
9/1	1 MI SW; Smithland, IA 51056
9/2	1 MI SW; Smithland, IA 51056
9/3	1 MI SW; Smithland, IA 51056
9/4	1 MI SW; Smithland, IA 51056
9/5	1 MI SW; Smithland, IA 51056
10/1	Snyder Bend Road; Salix, IA 51052-8050
10/2	Snyder Bend Road; Salix, IA 51052-8050
10/3	Snyder Bend Road; Salix, IA 51052-8050
10/4	Snyder Bend Road; Salix, IA 51052-8050
10/5	Snyder Bend Road; Salix, IA 51052-8050
11/1	Fowler First; Smithland, IA 51056
11/2	Fowler First; Smithland, IA 51056
12/1	Bigelow Park Road; Salix, IA 51052
12/2	Bigelow Park Road; Salix, IA 51052
12/3	Bigelow Park Road; Salix, IA 51052
12/4	Bigelow Park Road; Salix, IA 51052
12/5	Bigelow Park Road; Salix, IA 51052
13/1	Little Sioux Park; Correctionville, IA 51016
13/2	Little Sioux Park; Correctionville, IA 51016
13/3	Little Sioux Park; Correctionville, IA 51016
13/4	Little Sioux Park; Correctionville, IA 51016

LOC # / BLDG #	LOCATION ADDRESS
13/5	Little Sioux Park; Correctionville, IA 51016
13/6	Little Sioux Park; Correctionville, IA 51016
13/7	Little Sioux Park; Correctionville, IA 51016
13/8	Little Sioux Park; Correctionville, IA 51016
14/1	Highway 20; Lawton, IA 51030
15/1	Highway 20; Merville, IA 51039
15/2	Highway 20; Merville, IA 51039
16/1	106 Summit Street; Pierson, IA 51048-7704
17/1	112 Knotty Pine Street; Correctionville, IA 51016-8160
17/2	112 Knotty Pine Street; Correctionville, IA 51016-8160
18/1	NW Corner of Bridge Street; Anthon, IA 51004
18/2	NW Corner of Bridge Street; Anthon, IA 51004
19/1	205 Washington Street; Oto, IA 51044-7702
20/1	290 2 <sup>nd</sup> Street, #IA-31; Oto, IA 51044-7716
20/2	290 2 <sup>nd</sup> Street, #IA-31; Oto, IA 51044-7716
20/3	290 2 <sup>nd</sup> Street, #IA-31; Oto, IA 51044-7716
20/4	290 2 <sup>nd</sup> Street, #IA-31; Oto, IA 51044-7716
21/1	250 <sup>th</sup> & O'Brien Avenue; Millersburg, IA 52308
22/1	1 <sup>st</sup> Street Thomas Street; Danbury, IA 51019
23/1	220 Main Street; Hornick, IA 51026-8155
23/2	220 Main Street; Hornick, IA 51026-8155
24/1	75 Deer Run Trail; Climbing Hill, IA 51015-8152
25/1	822 Douglas Street; Sioux City, IA 51101-1029
26/1	4500 Sioux River Road; Sioux City, IA 51109-1657
27/1	1014 Nebraska Street; Sioux City, IA 51105-1435
28/1	401 8 <sup>th</sup> Street; Sioux City, IA 51101-1013
29/1	1211 Tri View Avenue; Sioux City, IA 51103-4902
30/1	759 E. Frontage Road; Merville, IA 51039-8199
31/1	2924 Snyder Bend Road; Salix, IA 51052-8050
31/2	2924 Snyder Bend Road; Salix, IA 51052-8050
31/3	2924 Snyder Bend Road; Salix, IA 51052-8050
31/4	2924 Snyder Bend Road; Salix, IA 51052-8050
32/1	2508 Dallas Avenue; Salix, IA 51052



## Program Details

**Coverage:** Package - General Liability  
**Carrier:** Princeton Excess & Surplus Lines Ins Co  
**Policy Period:** 1/1/2023 to 1/1/2024

**Form Type:**

COVERAGE	FORM TYPE	RETROACTIVE DATE	PENDING & PRIOR DATE
General Liability	Occurrence	N/A	Not Applicable

**Coverage:**

DESCRIPTION	AMOUNT
General Liability:	
Any One Occurrence	\$10,000,000
Annual Aggregate	\$10,000,000
Sexual Abuse and Molestation:	
Any One Occurrence	\$5,000,000
Annual Aggregate	\$5,000,000

**Self-Insured Retention:**

COVERAGE	AMOUNT
General Liability – Each Occurrence, Accident or Claim	\$300,000
Sexual Abuse and Molestation	\$300,000

**Endorsements include, but are not limited to:**

DESCRIPTION
Common Declarations Page - AO 2502 (01-19)
Declarations - AE 2502 (01-19)
PSI Package Policy Form - Excluding Cyber - AE 0003 (12-14)
Sexual Abuse - AE 0436 (07-21)
Statutory Requirement Endorsement - AE 2206 (02-13)
Terrorist Activity Exclusion – State Exception

**Exclusions include, but are not limited to:**

DESCRIPTION
Bodily Injury and Property Damage from pollutants - Absolute Exclusion
Losses arising from the ownership maintenance or use of aircraft (including drones), autos, or watercraft, with some minor exceptions including certain contractual obligations

**Exclusions Include, but are not limited to:**

DESCRIPTION
Employment Related Practices Exclusion
Liquor Liability Exclusion
Mold / Fungus
Dishonest, fraudulent, criminal or malicious act or omission
Bodily Injury or Property Damage or Personal Injury
Failure of performance of contract
Violation of Economic or Trade Sanctions Exclusion - AE 2209 (01-20)
Cyber Exclusion - Access or Disclosure of Confidential or Personal Information and Data Related Liability - AE 2401 (01-19)
General Liability Communicable Disease Exclusion - AE 2414 (06-21)

**Binding Requirements:**

DESCRIPTION
Subject to Signed Terrorism Selection form is required prior to binding

Premium	\$287,538.00
Taxes	
Taxes	\$2,875.38
<b>Total Taxes</b>	<b>\$2,875.38</b>
<b>ESTIMATED PROGRAM COST</b>	<b>\$290,413.38</b>
Minimum Earned Premium	100.00%

TRIA/TRIPRA PREMIUM (Not Included in the above Premium)  
 (+ Additional Surcharges, Taxes and Fees as applicable)

*If TRIA coverage is elected, the additional premium is \$2,446 + IA Surplus  
 Lines Tax of \$244.60.*

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Coverage: Package - Automobile  
Carrier: Princeton Excess & Surplus Lines Ins Co  
Policy Period: 1/1/2023 to 1/1/2024

Coverage:

Each Occurrence	AMOUNT
Limit of Insurance for Each Occurrence	\$10,000,000
Iowa Uninsured Motorists (subject to \$300,000 SIR)	\$1,000,000

Self-Insured Retention

COVERAGE	AMOUNT
Automobile Liability - Each Occurrence, Accident or Claim	\$300,000

Endorsements include, but are not limited to:

DESCRIPTION
Statutory Requirement Endorsement - AE 2206 (02-13)
Iowa UM - AE 2321 (02-13)
Service of Process Endorsement - SLSOP (02-13)

Exclusions include, but are not limited to:

DESCRIPTION
Excluded Drivers
Expected or Intended Injury
Property Damage to Property Owned or Transported by you
Terrorism
Terrorist Activity Exclusion - State Exception

Binding Requirements:

DESCRIPTION
Subject to Signed Terrorism Selection form is required prior to binding

**Other Significant Terms and Conditions/Restrictions:**

DESCRIPTION
Hired/Borrowed Liability , IA: Cost of Hire - If any basis
Non-Owned Liability , IA: Employees - 328
Premium is due in full at inception, Premium is minimum & deposit
Part I B. - Multiple Lines Loss Protection Shown under General Liability

Premium	Included in General Liability
<b>ESTIMATED PROGRAM COST</b>	<b>Included in General Liability</b>
Minimum Earned Premium	100.00%
TRIA/TRIPRA PREMIUM (+ Additional Surcharges, Taxes and Fees as applicable)	See General Liability Premium Page

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**Coverage:** Package - Law Enforcement Liability  
**Carrier:** Princeton Excess & Surplus Lines Ins Co  
**Policy Period:** 1/1/2023 to 1/1/2024

**Form Type:**

COVERAGE	FORM TYPE	RETROACTIVE DATE	PENDING & PRIOR DATE
Law Enforcement Liability	Occurrence	Not Applicable	Not Applicable

**Coverage:**

DESCRIPTION	AMOUNT
Law Enforcement Liability:	
Any One Occurrence	\$10,000,000
Annual Aggregate	\$10,000,000

**Self-Insured Retention**

COVERAGE	AMOUNT
Any One Occurrence	\$300,000

**Endorsements Include, but are not limited to:**

DESCRIPTION
Statutory Requirement Endorsement
Service of Process Endorsement
if you choose not to purchase TRIPRA coverage per the premium quoted above and the attached disclosure notice OR Cap on Losses from Certified Acts of Terrorism if you choose to purchase TRIPRA coverage per the premium quoted above and the attached disclosure notice.

**Exclusions Include, but are not limited to:**

DESCRIPTION
Violation of Economic or Trade Sanctions Exclusion
Cyber Exclusion - Access or Disclosure of Confidential or Personal Information and Data Related Liability
Terrorist Activity Exclusion - State Exception

**Premium**

Included in General Liability

**ESTIMATED PROGRAM COST**

Included in General Liability

Minimum Earned Premium

100.00%

TRIA/TRIPRA PREMIUM

See General Liability Premium Page

(+ Additional Surcharges, Taxes and Fees as applicable)



Woodbury County, Iowa



Coverage: Package - Errors and Omissions Liability

Carrier: Princeton Excess & Surplus Lines Ins Co

Policy Period: 1/1/2023 to 1/1/2024

Form Type:

COVERAGE	FORM TYPE	RETROACTIVE DATE	PENDING & PRIOR DATE
Errors and Omissions	Claims Made	4/1/1999	Not Applicable
Employment Practice Liability	Claims Made	4/1/1999	Not Applicable
Sexual Harassment	Claims Made	4/1/1999	Not Applicable

Coverage:

DESCRIPTION	AMOUNT
All Coverages Under Section V Errors and Omissions Combined Subject to the Following Sub-Limits / Aggregates Which are Part of and not in Addition to the Combined Section V Limit and Annual Aggregate - Any One Claim	\$10,000,000
All Coverages Under Section V Errors and Omissions Combined Subject to the Following Sub-Limits / Aggregates Which are Part of and not in Addition to the Combined Section V Limit and Annual Aggregate - Annual Aggregate	\$10,000,000
Employment Practice Liability - Any One Claim	\$10,000,000
Employment Practice Liability - Annual Aggregate	\$10,000,000
Sexual Harassment - Any One Claim	\$10,000,000
Sexual Harassment - Annual Aggregate	\$10,000,000

Self-Insured Retention

COVERAGE	AMOUNT
Errors and Omissions - Each Occurrence, Accident or Claim	\$300,000
Employment Practice Liability - Each Occurrence, Accident or Claim	\$300,000
Sexual Harassment - Each Occurrence, Accident or Claim	\$300,000

Any Other Continuity or Specific Dates/Limits applicable to the Claims-Made Conditions:

COVERAGE	CONTINUITY DATE	LIMITS	CONDITIONS
Errors and Omissions	--		
Employment Practice Liability	--		
Sexual Harassment	--		

**Any Other Continuity or Specific Dates/Limits applicable to the Claims-Made Conditions:**

COVERAGE	CONTINUITY DATE	LIMITS	CONDITIONS
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**Claims Made Coverage:**

Should you elect to change carriers (if a new retroactive date is provided) or non-renew this policy, a supplemental extended reporting endorsement may be available subject to policy terms and conditions. You must request the extended reporting period in writing to the carrier within ((Days To Extend)) days of the expiration date. The cost of this extended reporting period is [Percent Cost]% of the annual premium and is fully earned. The extended reporting period extends only to those claims made during the extended reporting period for wrongful acts that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within ((Days To Report)) days of the end of the policy period. The extended reporting period does not increase the limits of liability and is subject to all policy terms, conditions and exclusions.

**Definition of Claim:**

DESCRIPTION
<p>Claim means:</p> <ul style="list-style-type: none"> <li>a. A written demand for damages or a notice advising an Insured of an intent to sue;</li> <li>b. A notice of a charge or violation from any government agency</li> <li>c. An arbitration notice</li> <li>d. A civil proceeding commenced by the service of a summons, complaint or similar pleading received by an Insured alleging a Wrongful Act.</li> <li>e. Claim shall not include any criminal action</li> </ul>

**Run Off Provisions:**

DESCRIPTION	PREMIUM AMOUNT	PREMIUM DUE DATE	LENGTH	% OF EXPIRING PREMIUM
Extended Reporting Period		At Expiration	12 Months	100%

**Endorsements Include, but are not limited to:**

DESCRIPTION
Common Declarations Page - AO 2502 (01-19)
Declarations - AE 2502 (01-19)
PSI Package Policy Form - Excluding Cyber - AE 0003 (12-14)
Statutory Requirement Endorsement - AE 2206 (02-13)
Service of Process Endorsement

**Exclusions Include, but are not limited to:**

DESCRIPTION
Violation of Economic or Trade Sanctions Exclusion - AE 2209 (01-20)
Terrorist Activity Exclusion - State Exception - SLSOP (02-13)

**Binding Requirements:**

DESCRIPTION
Subject to the Receipt and Satisfactory Review of the Insured's Written Sexual Harassment Policies and Procedures Prior to the Effective Date. The Insurer's Review of the Information May Result in Recommendations to the Insured's Policies and Procedures

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**Binding Requirements:**

**DESCRIPTION**

Subject to subject to the Insured's written Sexual Abuse policies and procedures prior to the policy effective date. The Insurer's review of the information may result in recommendations to the Insured's policies and procedures

Subject to Signed Terrorism Selection form is required prior to binding

Premium	Included in General Liability
<b>ESTIMATED PROGRAM COST</b>	<b>Included in General Liability</b>
Minimum Earned Premium	100.00%
TRIA/TRIPRA PREMIUM (+ Additional Surcharges, Taxes and Fees as applicable)	See General Liability Premium Page



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Coverage: Employee Benefits Liability  
 Carrier: Princeton Excess & Surplus Lines Ins Co  
 Policy Period: 1/1/2022 to 1/1/2023

Form Type:

COVERAGE	FORM TYPE	RETROACTIVE DATE	PENDING & PRIOR DATE
Employee Benefits Liability	Claims Made	4/1/1999	Not Applicable

Coverage:

DESCRIPTION	AMOUNT
All Coverages Under Section VII Employee Benefits Liability Combined – Any One Claim	\$10,000,000
All Coverages Under Section VII Employee Benefits Liability Combined – Annual Aggregate	\$10,000,000

Self-Insured Retention

COVERAGE	AMOUNT
Employee Benefits Liability: - Each Occurrence Accident or Claim	\$300,000

Any Other Continuity or Specific Dates/Limits applicable to the Claims-Made Conditions:

COVERAGE	CONTINUITY DATE	LIMITS	CONDITIONS
Employee Benefits Liability	--		

Claims Made Coverage:

Should you elect to change carriers (if a new retroactive date is provided) or non-renew this policy, a supplemental extended reporting endorsement may be available subject to policy terms and conditions. You must request the extended reporting period in writing to the carrier within ((Days To Extend)) days of the expiration date. The cost of this extended reporting period is [Percent Cost]% of the annual premium and is fully earned. The extended reporting period extends only to those claims made during the extended reporting period for wrongful acts that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within ((Days To Report)) days of the end of the policy period. The extended reporting period does not increase the limits of liability and is subject to all policy terms, conditions and exclusions.

Definition of Claim:

DESCRIPTION
Claim means: a) A written demand for damages or a notice advising an Insured of an intent to sue; b) A notice of a charge or violation from any government agency c) An arbitration notice d) A civil proceeding commenced by the service of a summons, complaint or similar pleading received by an Insured alleging a Wrongful Act. e) Claim shall not include any criminal action

Run Off Provisions:

DESCRIPTION	PREMIUM AMOUNT	PREMIUM DUE DATE	LENGTH	% OF EXPIRING PREMIUM
Extended Reporting Period		At Expiration	12 Months	100%

**Endorsements include, but are not limited to:**

DESCRIPTION
Statutory Requirement Endorsement
Service of Process Endorsement
if you choose not to purchase TRIPRA coverage per the premium quoted above and the attached disclosure notice OR Cap on Losses from Certified Acts of Terrorism if you choose to purchase TRIPRA coverage per the premium quoted above and the attached disclosure notice.

**Exclusions include, but are not limited to:**

DESCRIPTION
Violation of Economic or Trade Sanctions Exclusion
Cyber Exclusion - Access or Disclosure of Confidential or Personal Information and Data Related Liability
Terrorist Activity Exclusion - State Exception

**Binding Requirements:**

DESCRIPTION
Subject to
Sign TRIA Form

**Other Significant Terms and Conditions/Restrictions:**

DESCRIPTION
Part I B. - Multiple Lines Loss Protection Shown under General Liability
TRIA and Taxes Shown under General Liability , Premium is Minimum & Deposit.

**Premium**

**ESTIMATED PROGRAM COST**

Minimum Earned Premium - 100%

Included in General Liability

## Payment Plans

CARRIER / PAYABLE CARRIER	LINE OF COVERAGE	PAYMENT SCHEDULE	PAYMENT METHOD
Princeton Excess & Surplus Lines Ins Co (Munich- American Holding Corporation)	Package	All premiums and any fees are due to RPS within 20 days of binding	Agency Bill

## Carrier Ratings and Admitted Status

PROPOSED INSURANCE COMPANIES	A.M. BEST'S RATING & FINANCIAL SIZE CATEGORY *	ADMITTED/NON-ADMITTED **
Princeton Excess & Surplus Lines Ins Co	A+ XV	Non-Admitted

\*Gallagher companies use A.M. Best rated insurers and the rating listed above was verified on the date the proposal document was created.

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A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. It is not a warranty of a company's financial strength and ability to meet its obligations to policyholders. Best's Credit Ratings™ are under continuous review and subject to change and/or affirmation. For the latest Best's Credit Ratings™ and Guide to Best's Credit Ratings, visit the A.M. Best website at <http://www.ambest.com/ratings>.

\*\*If coverage placed with a non-admitted carrier, it is doing business in the state as a surplus lines or non-admitted carrier, and is neither subject to the same regulations as an admitted carrier nor do they participate in any state insurance guarantee fund.

Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.

Woodbury County, Iowa



## Proposal Disclosures

## Premium Summary

The estimated program cost for the options are outlined in the following table:

LINE OF COVERAGE		EXPIRING PROGRAM		PROPOSED PROGRAM	
		CARRIER	EXPIRING COST	CARRIER	ESTIMATED COST
Package	Premium	Princeton Excess & Surplus Lines Ins Co (Munich-American Holding Corporation)	\$262,565.00	Princeton Excess & Surplus Lines Ins Co (Munich-American Holding Corporation)	\$287,538.00
	Taxes		\$2,625.65		\$2,875.38
	Estimated Cost		\$265,190.65		\$290,413.38
	TRIA Premium		\$7,954.00		\$2,446.00
<b>Total Estimated Program Cost</b>			<b>\$265,190.65</b>		<b>\$290,413.38</b>

Quote from Princeton Excess & Surplus Lines Ins Co (Munich-American Holding Corporation) is valid until 12/29/2022

Premiums are due and payable as billed and may be financed, subject to acceptance by an approved finance company. Following acceptance, completion (and signature) of a premium finance agreement with the specified down payment is required. Note: Unless prohibited by law, Gallagher may earn compensation for this optional value-added service.

Gallagher is responsible for the placement of the following lines of coverage:

Package

It is understood that any other type of exposure/coverage is either self-insured or placed by another brokerage firm other than Gallagher. If you need help in placing other lines of coverage or covering other types of exposures, please contact your Gallagher representative.

## Proposal Disclosures

The following disclosures are hereby made a part of this proposal. Please review these disclosures prior to signing the Client Authorization to Bind or e-mail confirmation.

### Proposal Disclaimer

**IMPORTANT:** The proposal and/or any executive summaries outline certain terms and conditions of the insurance proposed by the insurers, based on the information provided by your company. The insurance policies themselves must be read to fully understand the terms, coverages, exclusions, limitations and/or conditions of the actual policy contract of insurance. Policy forms will be made available upon request. We make no warranties with respect to policy limits or coverage considerations of the carrier.

### Compensation Disclosure

1. Gallagher Companies are primarily compensated from the usual and customary commissions, fees or, where permitted, a combination of both, for brokerage and servicing of insurance policies, annuity contracts, guarantee contracts and surety bonds (collectively "insurance coverages") handled for a client's account, which may vary based on market conditions and the insurance product placed for the client.
2. In placing, renewing, consulting on or servicing your insurance coverages, Gallagher companies may participate in contingent and supplemental commission arrangements with intermediaries and insurance companies that provide for additional compensation if certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company, not on an individual policy basis. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company. If you do not wish to have your commercial insurance placement included in consideration for additional compensation, contact your producer or service team for an Opt-out form.
3. Gallagher Companies may receive investment income on fiduciary funds temporarily held by them, or from obtaining or generating premium finance quotes, unless prohibited by law.
4. Gallagher Companies may also access or have an ownership interest in other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace some of which may earn and retain customary brokerage commission and fees for their work.

If you have specific questions about any compensation received by Gallagher and its affiliates in relation to your insurance placements, please contact your Gallagher representative for more details.

In the event you wish to register a formal complaint regarding compensation Gallagher receives from insurers or third-parties, please contact Gallagher via e-mail at [Compensation\\_Complaints@ajg.com](mailto:Compensation_Complaints@ajg.com) or by regular mail at:

Chief Compliance Officer  
Gallagher Global Brokerage  
Arthur J. Gallagher & Co.  
2850 Golf Rd.  
Rolling Meadows, IL 60008

### TRIA/TRIPRA Disclaimer

If this proposal contains options to purchase TRIA/TRIPRA coverage, the proposed TRIA/TRIPRA program may not cover all terrorism losses. While the amendments to TRIA eliminated the distinction between foreign and domestic acts of terrorism, a number of lines of coverage excluded under the amendments passed in 2005 remain excluded including commercial automobile, burglary and theft insurance; surety insurance, farm owners multiple perils and professional liability (although directors and officers liability is specifically included). If such excluded coverages are required, we recommend that you consider purchasing a separate terrorism policy. Please note that a separate terrorism policy for these excluded coverages may be necessary to satisfy loan covenants or other contractual obligations. TRIPRA includes a \$100 billion cap on insurers' aggregate liability.

TRIPRA is set to expire on December 31, 2027. There is no certainty of extension, thus the coverage provided by your insurers may or may not extend beyond December 31, 2027. In the event you have loan covenants or other contractual obligations requiring that TRIA/TRIPRA be maintained throughout the duration of your policy period, we recommend that a separate "Stand Alone" terrorism policy be purchased to satisfy those obligations.

**Terms and Conditions**

It is important that we clearly outline the nature of our mutual relationship. The following terms and conditions (these "Terms") govern your relationship with Gallagher unless you have separately entered into a written services agreement with Gallagher relative to the policies and services outlined in this Proposal, in which case that services agreement will govern and control with respect to any conflicts with these Terms. These Terms will become effective upon your execution of the Client Authorization to Bind Coverage (the "CAB") included in this Proposal and shall survive for the duration of your relationship with Gallagher relative to the policies placed pursuant to the CAB or otherwise at your request.

**Services**

Gallagher will represent and assist you in all discussions and transactions with insurance companies relating to the lines of insurance coverage set forth in the CAB and any other lines of insurance coverage with which you request Gallagher's assistance. Gallagher will consult with you regarding any matters involving these or other coverages for which you have engaged Gallagher. You have the sole discretion for approving any insurance policies placed, as well as all other material decisions involving your risk management, risk transfer and/or loss prevention needs.

Although you are responsible for notifying applicable insurance companies directly in connection with any claims, demands, suits, notices of potential claims or any other matters as required by the terms and conditions of your policies, Gallagher will assist you in determining applicable claim reporting requirements.

**Treatment of Information**

Gallagher understands the need to protect the confidentiality and security of your confidential and sensitive information and strives to comply with applicable data privacy and security laws. Your confidential and sensitive information will be protected by Gallagher and only used to perform services for you; provided that Gallagher may disclose and transfer your information to our affiliates, agents or vendors that have a need to know such information in connection with the provision of such services (including insurance markets, as necessary, for marketing, quoting, placing and/or servicing insurance coverages). We may also disclose such information as required by applicable data protection laws or the order of any court or tribunal, subject to our providing you with prior notice as permitted by law.

We will (i) implement appropriate administrative, physical and technical safeguards to protect personal information; (ii) timely report security incidents involving personal information to affected parties and/or regulatory bodies; (iii) create and maintain required policies and procedures; and (iv) comply with data subjects' rights, as applicable. To the extent applicable under associated data protection laws, you are a "business" or "controller" and Gallagher is a "service provider" or "data processor." You will ensure that any information provided to Gallagher has been provided with any required notices and that you have obtained all required consents, if any and where required, or are otherwise authorized to transfer all information to Gallagher and enable Gallagher to process the information for the purposes described in this Proposal and as set forth in Gallagher's Privacy Policy located at <https://www.aig.com/privacy-policy/>. Gallagher may update its Privacy Policy from time to time and any updates will be posted to such site.

**Dispute Resolution**

Gallagher does not expect that it will ever have a formal dispute with any of its clients. However, in the event that one should arise, we should each strive to achieve a fair, expedient and efficient resolution and we'd like to clearly outline the resolution process.

A. If the parties have a dispute regarding Gallagher's services or the relationship governed by this Proposal ("Dispute"), each party agrees to resolve that Dispute by mediation. If mediation fails to resolve the Dispute, you and Gallagher agree to binding arbitration. Each party waives all rights to commence litigation in court to resolve a Dispute, and specifically waives all rights to pursue relief by class action or mass action in court or through arbitration. However, the parties do not waive the ability to seek a court order of injunction in aid of the mediation and arbitration required by these Terms.

B. The party asserting a Dispute must provide a written notice ("Notice") of the claim to the other party and to the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules and Mediation Procedures. All Dispute resolutions will take place in Chicago, IL, unless you and Gallagher agree to another location. The parties will equally divide all costs of the mediation and arbitration proceedings and will each pay their own attorneys' fees. All matters will be before a neutral, impartial and disinterested mediator or arbitrator(s) that have at least 20 years' experience in commercial and insurance coverage disputes.

C. Mediation will occur within sixty (60) days of filing the Notice with the AAA. Mediation results will be reduced to a memorandum of understanding signed by you, Gallagher and the mediator. A Dispute that is not resolved in mediation will commence to binding arbitration. For Disputes in excess of \$500,000, either party may elect to have the Dispute heard by a panel of three (3) arbitrators. The award of the arbitrator(s) must be accompanied by a reasoned opinion prepared and signed by the arbitrator(s). Except as may be required by law, neither you, Gallagher, nor a mediator or arbitrator may disclose the existence, content or results of any Dispute or its dispute resolution proceeding without the prior written consent of both you and Gallagher.

**Electronic Delivery**

In lieu of receiving documents in paper format, you agree, to the fullest extent permitted by law, to accept electronic delivery of any documents that Gallagher may be required to deliver to you (including, but not limited to, insurance policies and endorsements, account statements and all



Woodbury County, Iowa



other agreements, forms and communications) in connection with services provided by Gallagher. Electronic delivery of a document to you may be made via electronic mail or by other electronic means, including posting documents to a secure website.

**Miscellaneous Terms**

Gallagher is engaged to perform services as an independent contractor and not as your employee or agent, and Gallagher will not be operating in a fiduciary capacity.

Where applicable, insurance coverage placements and other services may require the payment of federal excise taxes, surplus lines taxes, stamping or other fees to the Internal Revenue Service, various State(s) departments of revenue, state regulators, boards or associations. In such cases, you will be responsible for the payment of the taxes and/or fees, which Gallagher will separately identify on related invoices.

The Proposal and these Terms are governed by the laws of the State of Illinois, without regard to its conflict of law rules.

If an arbitrator/court of competent jurisdiction determines that any provision of these Terms is void or unenforceable, that provision will be severed, and the arbitrator/court will replace it with a valid and enforceable provision that most closely approximates the original intent, and the remainder of these Terms will remain in effect.

Except to the extent in conflict with a services agreement that you may enter into with Gallagher, these Terms and the remainder of the Proposal constitute the entire agreement between you and Gallagher with respect to the subject matter of the Proposal, and supersede all prior negotiations, agreements and understandings as to such matters.

Woodbury County, Iowa



## Client Signature Requirements

## Coverages for Consideration

### Overview

Gallagher recommends that you consider purchasing the following additional coverages for which you have exposure. A Proposal for any of the coverages below can be provided.

- Stand-Alone Terrorism

Please note the recommendations and considerations summarized in this section are not intended to identify all potential exposures. Gallagher is not an expert in all aspects of your business and assumes no responsibility to independently investigate the risks your business faces. Gallagher has relied upon the information you provided in making our insurance Proposals. If you are interested in pursuing additional coverages other than those listed above, please list the additional coverages in the Client Authorization to Bind.

## Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal dated 12/27/2023, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

COVERAGE/CARRIER	
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	Package
	Princeton Excess & Surplus Lines Ins Co
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	TRIA

### Additional Recommended Coverages

Gallagher recommends that you purchase the following additional coverages for which you have exposure. By checking the box(es) below, you are requesting that Gallagher provide you with a Proposal for this coverage. By not requesting a Proposal for this coverage, you assume the risk of any uncovered loss.

### Other Coverages to Consider

Stand-Alone Terrorism

The above coverage(s) does not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those listed in the Additional Recommended Coverages, please list below:

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### Coverage Amendments and Notes:

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### Exposures and Values

You confirm the payroll, values, schedules, and any other information pertaining to your operations, and submitted to the underwriters, were compiled from information provided by you. If no updates were provided to Gallagher, the values, exposures and operations used were based on the expiring policies. You acknowledge it is your responsibility to notify Gallagher of any material change in your operations or exposures.

### Additional Terms and Disclosures

Gallagher is not an expert in all aspects of your business. Gallagher's Proposals for insurance are based upon the information concerning your business that was provided to Gallagher by you. Gallagher expects the information you provide is true, correct

Woodbury County, Iowa



and complete in all material respects. Gallagher assumes no responsibility to independently investigate the risks that may be facing your business, but rather have relied upon the information you provide to Gallagher in making our Insurance Proposals.

Gallagher's liability to you arising from any of Gallagher's acts or omissions will not exceed \$20 million in the aggregate. The parties each will only be liable for actual damages incurred by the other party, and will not be liable for any indirect, special, exemplary, consequential, reliance or punitive damages. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with the Proposal, any of Gallagher's services or your relationship with Gallagher may be brought by either party any later than two (2) years after the accrual of the claim or cause of action.

Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at <https://www.aig.com/privacy-policy/>.

You have read, understand and agree that the information contained in the Proposal and all documents attached to and incorporated into the Proposal, is correct and has been disclosed to you prior to authorizing Gallagher to bind coverage and/or provide services to you. By signing below, or authorizing Gallagher to bind your insurance coverage through email when allowed, you acknowledge you have reviewed and agree with terms, conditions and disclosures contained in the Proposal.

By:

\_\_\_\_\_  
Print Name (Specify Title)

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature

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

Appendix



## Bindable Quotations & Compensation Disclosure Schedule

Client Name: Woodbury County, Iowa

COVERAGE(S)	CARRIER NAME(S)	WHOLESALE, MGA, OR INTERMEDIARY NAME <sup>1</sup>	EST. ANNUAL PREMIUM <sup>2</sup>	COMM.% OR FEE <sup>3</sup>	GALLAGHER U.S. OWNED WHOLESALE, MGA, OR INTERMEDIARY %
Package	Princeton Excess & Surplus Lines Ins Co (Munich-American Holding Corporation)	Risk Placement Services	\$287,538:00	15%	11.5%

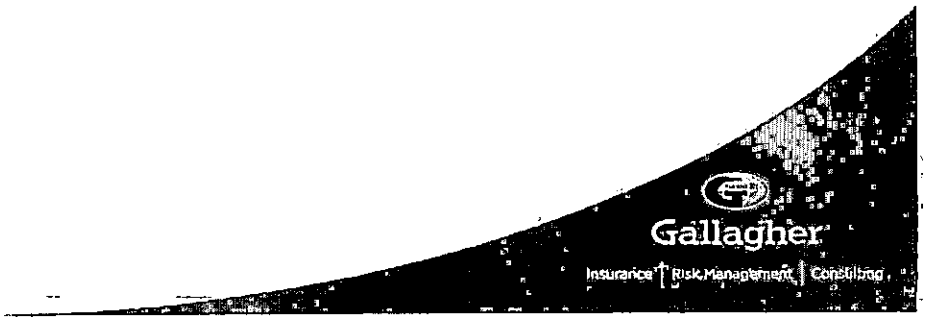
1 We were able to obtain more advantageous terms and conditions for you through an intermediary/ wholesaler.

2 If the premium is shown as an indication: The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

\* A verbal quotation was received from this carrier. We are awaiting a quotation in writing.

3 The commission rate is a percentage of annual premium excluding taxes & fees.

\* Gallagher is receiving \_\_\_% commission on this policy. The fee due Gallagher will be reduced by the amount of the commissions received.



## Binding Requirements

Coverage (Issuing Carrier)	Binding Requirements
<p align="center"><b>Package</b> Princeton Excess &amp; Surplus Lines Ins Co</p>	<p><b>General Liability</b> - Subject to Signed Terrorism Selection form is required prior to binding</p>
	<p><b>Errors and Omissions Liability</b> - Subject to the Receipt and Satisfactory Review of the Insured's Written Sexual Harassment Policies and Procedures Prior to the Effective Date. The Insurer's Review of the Information May Result in Recommendations to the Insured's Policies and Procedures</p>
	<p><b>Errors and Omissions Liability</b> - Subject to subject to the Insured's written Sexual Abuse policies and procedures prior to the policy effective date. The Insurer's review of the information may result in recommendations to the Insured's policies and procedures</p>
	<p><b>Errors and Omissions Liability</b> - Subject to Signed Terrorism Selection form is required prior to binding</p>
	<p><b>Law Enforcement Liability</b> - N/A</p>
	<p><b>Automobile</b> - Subject to Signed Terrorism Selection form is required prior to binding</p>
	<p><b>Excess Liability</b> - N/A</p>



## Claims Reporting By Policy

**Immediately report all claims.** Each insurer requires notice of certain types of claims depending on the potential exposure or particular injury types. It is important to thoroughly review your policy to ensure you are reporting particular incidents and claims, based upon the insurer's policy requirements.

If you are using a third party administrator ("TPA"), your TPA may or may not report claims to an insurer on your behalf. Although we will assist you where requested, it is important that you understand whether your TPA will be completing this notification.

### Reporting Direct to Carrier [Only When Applicable]

COVERAGE(S): Package	IMMEDIATELY REPORT CLAIMS DIRECTLY TO:
Insurer: Princeton Excess & Surplus Lines Insurance Company Policy Number: Policy Term: 1/1/2023 - 1/1/2024	Insurer/TPA, Name: Princeton Excess & Surplus Lines Insurance Company Phone: 1-888-729-2242/ 1-866-220-3505 Fax: 609-243-4558 Web: <a href="http://www.peslic.com/en.html">http://www.peslic.com/en.html</a>

### Reporting to Gallagher or Assistance in Reporting

COVERAGE(S):	IMMEDIATELY REPORT CLAIMS DIRECTLY TO:
Gallagher Claim Center Policy Number: Policy Term:	Phone: 855-497-0578 Fax: 225-663-3224 Email: <a href="mailto:ggb.nrclaimscenter@ajg.com">ggb.nrclaimscenter@ajg.com</a>

**SELECTION OR REJECTION OF TERRORISM INSURANCE COVERAGE**

- I hereby elect to purchase Terrorism coverage as defined in the Terrorism Risk Insurance Act, as amended, for a prospective premium of \_\_\_\_\*.
- I hereby elect to have the exclusion for terrorism coverage attached to my policy. I understand that an exclusion will be attached to my policy and I will have no coverage for losses arising from certified acts of terrorism as defined in the exclusion and in the Terrorism Risk Insurance Act, as amended.

\* If no premium is shown above, refer to the enclosed quote letter(s).

  
\_\_\_\_\_  
Policyholder/Applicant's Signature

Matthew Ung, Chairman of the Board of Supervisors

\_\_\_\_\_  
Print Name and Title

1/11/2023

\_\_\_\_\_  
Date

**TERRORISM RISK INSURANCE ACT**

The following is a partial summary of the Terrorism Risk Insurance Act, as amended, (hereinafter referred to as the Act). Only the provisions of the Act determine the scope of the insurance protection available for the losses covered under the Act. The Act has been extended through December 31, 2020.

The Act provides coverage for property and casualty insurance for "insured losses" as a result of an "act of terrorism." As stated in the Act:

- A. "Insured loss" means any loss resulting from an "act of terrorism" (including an act of war, in the case of worker's compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if such loss:
1. occurs within the United States; or
  2. occurs to an air carrier (as defined in section 40102 of title 49, United States Code), to a United States flag vessel (or a vessel based principally in the United States, on which US income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs, or at the premises of any United States mission.
- B. "Act of terrorism" means any act or acts that are certified by the Secretary of Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States:
1. To be an act of terrorism;

Woodbury County, Iowa



and complete in all material respects. Gallagher assumes no responsibility to independently investigate the risks that may be facing your business, but rather have relied upon the information you provide to Gallagher in making our insurance Proposals.

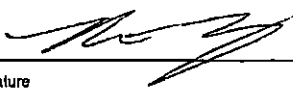
Gallagher's liability to you arising from any of Gallagher's acts or omissions will not exceed \$20 million in the aggregate. The parties each will only be liable for actual damages incurred by the other party, and will not be liable for any indirect, special, exemplary, consequential, reliance or punitive damages. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with the Proposal, any of Gallagher's services or your relationship with Gallagher may be brought by either party any later than two (2) years after the accrual of the claim or cause of action.

Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at <https://www.alg.com/privacy-policy/>.

You have read, understand and agree that the information contained in the Proposal and all documents attached to and incorporated into the Proposal, is correct and has been disclosed to you prior to authorizing Gallagher to bind coverage and/or provide services to you. By signing below, or authorizing Gallagher to bind your insurance coverage through email when allowed, you acknowledge you have reviewed and agree with terms, conditions and disclosures contained in the Proposal.

By: Matthew Ung (Chairman, Woodbury County Board of Supervisors)  
Print Name (Specify Title)

Woodbury County, Iowa  
Company

  
Signature

Date: 1/11/2023