CHARLESTON CITY COUNCIL

Regular Meeting

March 3, 2025
at 7:00 PM

THIS MEETING WILL TAKE PLACE IN PERSON AND CAN BE VIEWED LIVE VIA
https://charlestonwv.civicclerk.com/web/home.aspx

Council Chambers, Third Floor
City Hall, 501 Virginia St. E.
Charleston, WV

AGENDA

CALL TO ORDER BY THE MAYOR

INVOCATION AND PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC SPEAKERS AND CLAIMS

1. INTERESTED PUBLIC SPEAKERS MUST REGISTER AT THE CLERK'S HALLWAY TABLE IN PERSON NO EARLIER THAN 15 MINUTES BEFORE THE MEETING STARTS. FIVE (5) SPEAKERS WILL BE PERMITTED (RULE NO. 22 (B)).
2. Claims 3-3-2025

PROCLAMATIONS

1. 3-3-2025

COMMUNICATIONS

1. 3-3-2025

REPORTS OF STANDING COMMITTEES

FINANCE

1. Resolution No. 25-022 – Authorizing the Mayor or City Manager to purchase traffic marking paint for the Traffic, Parking and Transportation Department from Allstates Coating Company.
2. Resolution No. 25-023 - Authorizing the Mayor or City Manager to renew contracts with the

West Virginia Counties Group Self Insurance Risk Pool, Inc., DBA West Virginia Communities Risk Pool for the City's Risk Management and Property, Casualty, and Cyber Insurance coverage and including all Third Party Administrator Services.

3. Resolution No. 25-024 - Authorizing the Mayor or City Manager to renew its contract with Encova Insurance for workers' compensation insurance coverage.

REPORTS OF OFFICERS

1. 3-3-2025

NEW BILLS

1. 3-3-2025

UNFINISHED BUSINESS AND/OR MISCELLANEOUS BUSINESS

REMARKS BY MEMBERS

ROLL CALL

ADJOURNMENT

THE NEXT REGULAR MEETING OF COUNCIL WILL BE MARCH 17, 2025 AT 7:00 PM.

***Meetings may be recorded and broadcast via internet https://charlestonwv.civicclerk.com**

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EXECUTIVE DEPARTMENT
CITY OF CHARLESTON
PROCLAMATION

WHEREAS: Throughout history, women have played a vital role in shaping our communities, making significant contributions in the fields of science, education, business, government, the arts, and more—despite facing barriers to equality and opportunity; and

WHEREAS: When women of all ages see themselves reflected in leadership, innovation, and achievement it sends a powerful message that their voices matter, their ideas belong, and their ambitions are valid; and

WHEREAS: West Virginia women—including The Honorable Margaret Workman who became the first woman elected to statewide office and the first woman elected to the Supreme Court, Katherine Johnson whose calculations of orbital mechanics were critical to the success of the first U.S. crewed spaceflight and many others that followed, and The Honorable Helen Holt who was appointed as the Secretary of State in 1957 making her the first woman to hold statewide office—have made lasting impacts in our state and nation – demonstrating leadership, resilience, and dedication to their communities while inspiring future generations of leaders; and

WHEREAS: Women's History Month provides an opportunity to celebrate the contributions of women who have been instrumental in challenging norms and driving positive change, and who remain active in the pursuit of equal rights for all.

NOW THEREFORE, I, Amy Shuler Goodwin, Mayor of the City of Charleston, do hereby recognize March 2025 as

WOMEN'S HISTORY MONTH

In Charleston, West Virginia and encourage all citizens to celebrate the contributions of women in our communities.

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the Executive Department to be affixed this 3rd day of March 2025.

Amy Shuler Goodwin, Mayor

Resolution No. 25-022

Introduced in Council: March 3, 2025

Adopted by Council: March 3, 2025

Introduced by: Joseph Jenkins

Referred to: Finance

Resolution No. 25-022 – Authorizing the Mayor or City Manager to purchase traffic marking paint for Traffic, Parking and Transportation Department from Allstates Coating Company in the amount of $45,620.30 pursuant to a competitive bid process.

Be it Resolved by the Council of the City of Charleston, West Virginia:

That the Mayor or City Manager is authorized to purchase traffic marking paint for Traffic, Parking and Transportation Department from Allstates Coating Company in the amount of $45,620.30 pursuant to a competitive bid process.

Solicitation Information

Agency:
Number:
Description:
Deadline:
Location(s):

City of Charleston, WV
2025-2 Traffic Marking Paint
The City of Charleston Street Department is seeking bids for the purchase of Traffic Marking Paint.
2025-14-02 10:00AM EST
Kanawha, West Virginia

Bidders
Business Name
Allstates Coatings Company
Ennis-Flint, Inc
Sealmaster
Ingevity Corportation
Sherwin-Williams

Address	Phone
100 N Lee Drive, Gladewater, TX 75647	903-845-6436
4161 Piedmont Pkwy Suite 370, Greensboro, NC 27410	800-331-8118
520 Elizabeth Street, Charleston WV 25311	304-403-4780
4920 OHear Avenue Ste 400 North Charleston, SC 29405	334-245-1138
101 W. Prospect Ave 1500M Cleveland OH, 44115	800-537-2929

	Ennis-Flint, Inc,
Item	Unit Price
BID AND PROPOSAL FORM (2 OF 3)	
YELLOW Traffic Marking Paint, 55 GALLON CONTAINERS	$715.00
BLUE Traffic Marking Paint, 55 GALLLON CONTAINERS	$770.00
WHITE Traffic Marking Paint, 55 GALLON CONTAINERS	$701.25
	$46,846.25
Local Vendor Preference	**N/A**

Allstates Coatings Company	Sealmaster
Unit Price	**Unit Price**
$699.05	$1,185.60
$708.40	$1,248.80
$680.90	$1,216.00
$45,620.30	**$81,594.40**
N/A	***$78,330.62**

Ingevity Corportation	Sherwin-Willams
Unit Price	Unit Price
	$935.00
	$1,100.00
	$935.00
	$61,875.00
Disqualifed - bid received past deadline	**N/A**

Resolution No. 25-023

Introduced in Council: Adopted by Council:

March 3, 2025

Introduced by: Referred to:

Mary Beth Hoover Finance

Resolution No. 25-023 - Authorizing the Mayor or City Manager, subject to final review by the City Attorney, to renew its contracts with the West Virginia Counties Group Self Insurance Risk Pool, Inc., DBA West Virginia Communities Risk Pool, at a price of $1,112,637 for the City's Risk Management and Property, Casualty, and Cyber Insurance coverage and including all Third Party Administrator (TPA) Services for those lines of coverage for the period March 31, 2025 through March 31, 2026, in accordance with the costs and coverages in Exhibit A. Underinsured motorists coverage is specifically rejected. Uninsured motorists coverage with statutory minimum limits of $25,000/$50,000/$25,000 is accepted only.

Be it Resolved by the Council of the City of Charleston, West Virginia:

That the Mayor or City Manager is authorized, subject to final review by the City Attorney, to renew its contracts with the West Virginia Counties Group Self Insurance Risk Pool, Inc., DBA West Virginia Communities Risk Pool, at a price of $1,112,637 for the City's Risk Management and Property, Casualty, and Cyber Insurance coverage and including all Third Party Administrator (TPA) Services for those lines of coverage for the period March 31, 2025 through March 31, 2026, in accordance with the costs and coverages in Exhibit A. Underinsured motorists coverage is specifically rejected. Uninsured motorists coverage with statutory minimum limits of $25,000/$50,000/$25,000 is accepted only.

WVcorp

Self Insurance Proposal
January 28, 2025

City of Charleston

Package coverages, terms, conditions, and exclusions are only briefly outlined. For complete provisions, please refer to the coverage contract.

For additional information, please contact: Member Services at (844) 986-2705 or info@riskprograms.com

Welcome to WVcorp

The first and only public entity risk pool in West Virginia

WVcorp was established in 2007 at the request of West Virginia counties seeking to break from the status quo of the commercial insurance industry and assert more control over their risk management and coverage needs. Today, we are the largest self-insurance risk pool for public entities in the state. We provide coverage to more counties and county-related agencies than any other provider, and we attribute our extraordinary success to the strength of our members. As a member, you are so much more than a customer. You are a part of WVcorp itself! Our membership is at the heart of everything we do, and this focus has driven us to emerge as a leader in developing coverage solutions. We are a one-stop-shop when it comes to safeguarding your peace of mind - capable of addressing all of your risk management needs.

WVcorp provides the most comprehensive coverages available. Period.

For more than a decade, WVcorp has been a leader in creating innovative solutions to the unique challenges faced by West Virginia's public sector entities. As a pool participant, you can take advantage of WVcorp's vast array of membership benefits.

WVcorp Coverages

- Property
- Inland Marine
- Equipment Breakdown
- Crime
- Business Auto
- General Liability
- Public Officials Liability
- Law Enforcement Liability
- Workers' Compensation
- Cyber Liability
- Environmental Liability
- Excess Limits

You're choosing the best protection

Our goal has always been to provide the most comprehensive coverage possible for public entities. We believe in being agile and responsive to meet the needs of our membership, and that innovative spirit has driven us to develop coverages that in many cases are not available anywhere else in the marketplace. We cater our coverages specifically to West Virginia's local governmental entities, and that narrow focus has propelled us to the dominant position in our market. More public entities choose WVcorp over any other provider because they demand the highest level of protection to safeguard their organizations.

Coverage Advantages

Property

- Broad form, all risks
- No pool aggregate
- Guaranteed replacement cost
- Pollution liability coverage for first and third party clean up
- No pool limit on business interruption
- No pool limit on extra expense
- Includes vehicular bridges
- Includes underground property

Cyber Liability

- Comprehensive Cyber Risk program
- No deductible or sublimits
- No pool aggregate with $1 mil limit or greater
- Includes regulatory liability coverage
- Designated breach coach on cyber incidents
- Public relations and notification guidance
- Proactive scanning of public-facing domains
- Training available

Liability

- General Liability minimum of $1,000,000 per occurrence limit
- No annual aggregate
- No mandatory deductibles or caps
- No member cost-sharing
- Broad legal defense coverage
- Public Officials Liability includes EEOC and HRC claims
- Back and front pay included

Workers' Compensation

- Medical Bill Review provides savings across multiple medical provider networks to ensure cost effective treatment
- First Fill prescription program to save employee "out of pocket" expense

You're choosing specialized servicing

As owners of the program, our members want more than a traditional insurance policy. Not only do we tailor our coverage to our members, but we also provide services to meet the specific needs of each member. We employ staff who have walked in your shoes in former roles and understand the unique challenges your organization faces. Our expert Risk Control Team works directly with our members providing employee training, performing safety audits, or consulting on relevant risk management topics in order to help prevent claims from occurring. It's all part of our commitment to address your need for protection holistically.

Service Advantages

Risk Control

- Facility safety assessments
- Certified Playground Safety Inspectors (CPSI)
- Risk management policy creation and consultation
- In-person and web-based employee training – safety, liability, human resources, cyber security, and more
- Claims analysis
- Safety committee assistance and participation
- Up to 14 hours of CE-credits for law enforcement
- Hot topic workshops presented at various conferences across West Virginia

Member Portal

- Intuitive, user-friendly design
- Claims reporting with instantaneous claim number
- Risk management tools and templates
- Downloadable employee training presentations and webinars
- Customizable loss reports
- Claim viewer giving access to claim summaries, financials, and adjuster notes
- Property and vehicle schedule editing tool
- Certificates of insurance request feature
- Safety Source streaming library with over 1000 videos

Other Services

- Property valuations provided at no charge
- Investigations unit available for claim analysis and surveillance
- GatherGuard makes it simple to acquire short-term event coverage for facility users
- Contract and lease review to ensure adequate protection
- Safelite Auto Glass direct billing for quick and painless glass replacement; with a deductible waiver on glass repairs

In choosing WVcorp, you are choosing to stand with hundreds of like-minded organizations throughout the state who demand more than the status quo from their coverage provider, and we thank you for your choice.

You're choosing price stability

No one likes surprises. The pool was founded on the principle of price stability, and that long-standing ideal has guided our decisions since day one. While the commercial insurance market has experienced considerable volatility, and competitors have stripped away coverages to combat rate increases, the pool has enjoyed remarkable rate stability year over year for decades, even as we've consistently expanded coverages. It all adds up to giving you peace of mind, aiding in long-term planning and budgeting.

You're choosing ownership

At WVcorp, you are an owner of the program and its assets. There are no outside owners, investors or shareholders expecting dividends or profits. Rather than profit-minded executives making decisions, we have a Supervisory Board elected from and by our members. As a voting member, you have a direct voice in what matters most to your organization. The Board approves all major decisions, and again this year voted to return surplus funds to members at renewal.

You're choosing transparency

We're proud of the products and services we offer, so we feel there's no need to play games or hide behind gimmicks. We begin our renewal process early each year to ensure you have ample time to prepare your budget. We empower members to run your own loss reports at the click of a button on our website without having to request that information. Because we're partners when it comes to protecting your organization, we openly share the information we have for each of your claims. With our online claim viewer, we bring you behind the curtain and give you the same access to financials and notes that our adjusters have themselves.

Coverage	Deductible	Contribution
Property : Special Form; Replacement Cost (or stated otherwise); No Coinsurance; Blanket	$50,000	$307,383
Inland Marine : Replacement Cost if Scheduled, otherwise Actual Cash Value	$50,000	$6,786
Equipment Breakdown	$5,000	$30,863
General Liability : $1,000,000 Combined Single Limit; Occurrence Form; No Annual Aggregate; Non-Audited	$300,000	$281,101
Law Enforcement Liability : $1,000,000 Limit	$300,000	Included
Public Officials Liability : $1,000,000 Limit Each Wrongful Act	$300,000	$92,511
Automobile : $1,000,000 Liability for Owned Autos; Coverage Level per Schedule; Automatic Coverage for Additions; Non-Audited	$50,000- Comp $50,000- Collision $300,000- Liability	$155,015
Crime : Blanket $1,000,000 Faithful Performance; In/Out Robbery; Counterfeit; Forgery; Computer Fraud; Telephone Toll Fraud $25,000 sublimit	$50,000	$5,000
Excess Liability : Refer to the proposal page for limit information. Underlying limits must be exhausted before excess liability is available for losses.	None	$178,978
Environmental Liability : $500,000 Limit	$300,00	Included
Cyber Risk : $5,000,000 Limit	$50,000	$55,000
Grand Total Annual Contribution		**$1,112,637**
	Total Contribution Due	$1,112,637

STOP LOSS P&C	$1,200,000
STOP LOSS LIMIT P&C	$1,000,000

- All TPA Services Included

WVcorp Member Agreement assessment provision language located under section 15, paragraphs 3 and 4 is waived in the event this is selected

Property

- WVcorp provides members with the most extensive property coverage available.
- Property coverage is Special Form specifically drafted for public entities; all perils are covered except those specifically excluded.

Buildings and Contents	
Total Building Values	**$ 456,224,523**
Total Contents Values	**$ 11,395,297**
Business Income / Extra Expense ($100,000 Automatic or as scheduled)	**$ 4,000,000**

Coverage Includes: (no additional charge)*

- **Back-up of Sewers & Drains: $1,000,000 Limit**
- **Debris Removal: $20,000,000 Pool Limit**
- **Pollutant Clean-up and Removal: $500,000 Pool Limit**
- **Newly Acquired Property: $10,000,000 Limit (up to 120 Days)**
  When timely reported, covered until renewal at no additional charge if under $500,000 in value; additional charge for new values above $500,000
- **Property in Transit: $5,000,000 Pool Limit**
- **Utility Services Time Element: $2,000,000 Pool Limit**
- **Building Ordinance/Increased Cost of Construction/Demolition: up to $20,000,000 Pool Limit**
- **Earthquake, Volcanic Eruption, Landslide, and Mine Subsidence: up to $10,000,000 Pool Limit**
- **Flood (if outside the 100 year flood plain): up to $10,000,000 Pool Limit**
- **Architect & Engineering fees for plans, specifications, and supervision included upon replacement**
- **Error in Reporting Provision**
- **Improvements and Betterments to buildings leased by the member**
- **Signs, fences, light poles, antenna, masts, and towers; retaining walls are covered within 1,000 feet of the premises provided their values are included in the schedule**

****Does not apply to properties valued at Actual Cash Value (ACV)***

Coverage Available (Additional Charge):

Builders' Risk during building construction (Optional - must be reported)

Perils Covered

- **Special Form; specifically drafted for public entities; all perils are covered except those specifically excluded.**
- **Flood (if outside the 100 year flood plain) and Earthquake are included.**

Valuation

- **Building & Contents – Replacement Cost, except vacant property at Actual Cash Value or stated otherwise**
- **Business Income - Actual Loss Sustained**

Other Terms

- **Blanket Limit**
- **No Coinsurance**
- **Vacant Buildings must be reported.**
  If vacant building becomes occupied, please notify WVcorp to ensure proper coverage is in place.

Deductibles (Per Occurrence)

- **$50,000 Building & Contents**
- **$50,000 Flood**
- **$50,000 Earthquake**

Definitions
• Replacement Cost (RC): The cost to repair, rebuild, or replace, at the same site, lost, damaged, or destroyed property, with other property of comparable size, material, and quality; or the applicable Limit of Coverage. • Actual Cash Value (ACV): The cost to repair, rebuild, or replace lost or damaged property, at the time and place of the loss, with other property of comparable size, material and quality, less allowance for physical deterioration, depreciation, obsolescence, and depletion. • Functional Replacement Cost: The cost of repairing or replacing damaged or stolen property with the same kind or quality; or comparable new property as of the time of loss; or applicable Limit of Coverage. • Vacant: A building that does not contain adequate Covered Property to conduct customary business operations.

Inland Marine

- Inland Marine is property coverage for movable or specialized types of property and equipment.
- Electronic Data Processing (EDP) covers direct physical loss to member-owned computer equipment, phone systems, fax machines, printers, and copiers.

Inland Marine	
Total Inland Marine Value (Per Schedule)	**$ 23,708,313**

Computers / Electronic Data Processing (EDP)	
Hardware (Per Schedule)	**$ 1,000,000**
Software (Per Schedule)	**Included**

Perils Covered

- **Special Form; specifically drafted for public entities; all perils are covered, except those specifically excluded.**
- **Electronic Data Processing (EDP) includes electrical and mechanical breakdown.**

Valuation

- **Inland Marine – Replacement Cost if scheduled, otherwise Actual Cash Value except:**
- **Electronic Data Processing (EDP) - Functional Replacement Cost, if scheduled at 100% replacement values - otherwise Actual Cash Value.**

Deductible

See Schedule

Definitions

- **Replacement Cost (RC): The cost to repair, rebuild, or replace, at the same site, lost, damaged, or destroyed property, with other property of comparable size, material, and quality; or the applicable Limit of Coverage.**
- **Actual Cash Value (ACV): The cost to repair, rebuild, or replace lost or damaged property, at the time and place of the loss, with other property of comparable size, material and quality, less allowance for physical deterioration, depreciation, obsolescence, and depletion.**
- **Functional Replacement Cost: The cost of repairing or replacing damaged or stolen property with the same kind or quality; or comparable new property as of the time of loss; or applicable Limit of Coverage.**

Equipment Breakdown

- Equipment Breakdown is comprehensive coverage for direct damage to covered equipment. Examples of covered equipment include: air conditioning and refrigeration equipment, boilers and pressure vessels (air tanks, hot water tanks, cookers, furnaces), communication systems, and electrical equipment (compressors, fans, system motors).
- Coverage includes the expense of inspections and certification of boilers and air compressors as required by the Department of Labor and Industry

Limits
• **$50,000,000 Limit Per Breakdown; includes Property Damage, Business Income and Extra Expense** • **$1,000,000 Newly Acquired Property (up to 90 Days)** • **$1,000,000 Demolition (Coverage B)** • **$1,000,000 Increased Cost of Construction (Coverage C)** • **$1,000,000 Service Interruption** • **$250,000 Spoilage Damage** • **$100,000 Electronic Data or Media Damage**

Covered Events
Property losses ranging from air conditioning equipment and HVAC systems to electrical equipment, including system motors, compressors, refrigeration equipment, fans, switchboards, coils, pipes and air conditioning vessels.

Deductibles
• **24 Hours Business Income Loss** • **$5,000 Per Occurrence**

General Liability

- WVcorp general liability coverage provides the broadest protection for public entities in West Virginia.
- WVcorp coverage provides protection from claims or suits for personal injury or property damage.
- Excess limits available

Basis of Contribution	
Net Operating Expense	**$ 64,919,237**

Limits

- **$1,000,000 Combined Single Limit for Bodily Injury and Property Damage - Each Occurrence**
- **No Annual Aggregate**

Additional Coverages

- **Failure to Supply (No Sublimit)**
- **Sidetrack Agreements including Railroads**
- **Contractual Liability for Covered Contracts**
- **Personal Injury and Advertising Liability**
- **Broad Form Property Damage Liability**
- **Incidental Medical Malpractice**
- **Limited Worldwide Liability**
- **Owned Watercraft under 51 feet**
- **Products/Completed Operations**
- **Punitive Damages Covered in Most Cases**
- **Employee Benefits Liability**

Deductible

- **$300,000 Per Occurrence**

Cyber Risk

- WVcorp members are covered for online privacy matters (including identity theft), losses due to network security breaches (including hacking and viruses), copyright infringement, and online slander or libel, among other issues.
- Increased limits available

Limits
• **$5,000,000 Per Occurrence and Aggregate - Per Member**

Coverages
Network Security, Privacy, and Data Breach Liability
• **Liability for unauthorized access to the computer network, including personal identifying information such as social security numbers, credit card numbers, etc.** • **Liability for transmission of a computer virus**
Multimedia Liability
• **Copyright/trademark infringement, invasion of privacy, plagiarism, libel and slander through website or social media**
Regulatory Liability
• **Liability, including defense costs, resulting from a claim by an official regulatory agency or governmental body as a result of a security breach or privacy breach or breach of privacy regulations** • **Includes civil and/or administrative penalties or fines imposed by an official regulatory agency or governmental body**
Data Breach Incident Response
• **Expenses paid to third party service providers arising from a data breach for legal services, notification expenses, fraud monitoring and resolution services, call center services, public relations services, and computer forensic services.**
Data Restoration
• **Costs to restore, compile or replace data** • **Reasonable and necessary costs and expenses to determine scope of breach** • **Costs paid to restore, compile or replace data to a third party as a result of a network security breach or cyber extortion event**
Cyber Extortion
• **Reimbursement of reasonable costs and expenses resulting from request for money to avoid damage, destruction, corruption or introduction of a computer virus, a malicious code or denial of service**
Social Engineering Fraud
• **Covers financial loss relating to a social engineering event whereby an employee is instructed to move funds to another bank fraudulently**
PCI DSS Fines
• **Covers PCI contractual costs and regulatory fines following a security or privacy event**

Deductible
• **$50,000 Per Claim**

Environmental Liability

- WVcorp provides members with liability protection for first and third party environmental liabilities.
- Coverage for third party cleanup involving above ground pollution exposures is included.

Limits
• **$500,000 Each Incident and Aggregate - Per Member** • **$1,000,000 Pool Aggregate**

Coverages
• **Third Party Clean-up for above ground pollution exposures, such as:** ◦ **Water & Sewer Operations** ◦ **Transfer Stations** ◦ **Spraying of Pesticides and Herbicides** ◦ **Golf Courses** ◦ **Above Ground Storage Tanks**

Exclusions *
• **Underground Storage Tanks** • **Landfills** *** WVcorp will place coverage for these excluded exposures through a commercial carrier, if requested.**

Deductible
• **$300,000 Per Occurrence**

Law Enforcement Liability

- WVcorp Law Enforcement Liability provides protection from allegations arising from law enforcement operations.

Limit
• $1,000,000 Personal Injury, Property Damage, or Wrongful Act – Per Occurrence

Coverages
Follows Coverage Contract for Liability Coverage

Additional Coverages
• Bodily Injury/Property Damage with respects to Law Enforcement operations • Personal Injury Liability • Broad Form Property Damage Liability • Limited Worldwide Liability • Owned Watercraft under 51 feet • Volunteers included as covered persons (volunteer fire & rescue are excluded) • Contractual Liability for covered contracts

Deductible
• $300,000 Per Occurrence

Public Officials Liability

- Public Officials Liability provides protection against allegations of wrongful acts, such as sexual harassment and employment practices.
- Defense costs are provided for certain excluded coverages
- Prior Acts Coverage included if prior coverage was written on claims-made basis.

Limits

- **$1,000,000 Each Wrongful Act**
- **$1,000,000 Annual Aggregate**

Policy Form

Occurrence

Coverages

- **Employment Practices**
- **Sexual Harassment**
- **Notary Public applicable for all current employees while acting within the course and scope of their notarial duties of the Member**
- **Defense cost in addition to coverage limits**

Additional Provisions

- **Claims handled when filed, not only if a lawsuit is filed**

$100,000 Defense Limit provided for the following excluded coverages:

- **Employment Wrongful Acts, when no monetary damages requested**
- **Land Use/Eminent Domain (subject to $25,000 Deductible)**
- **Suits for non-monetary relief brought to remove an elected official pursuant to WV Code §6-6-7 (subject to $25,000 Deductible)**

$50,000 Defense Reimbursement Limit provided for the following excluded coverages:

- **Criminal Acts (subject to a $10,000 Deductible); see contract language for specific terms and conditions**

Deductible

- **$300,000 Per Occurrence**

Automobile Liability and Physical Damage

- WVcorp coverage includes hired and non-owned vehicles
- Automatic coverage for newly acquired vehicles at no additional charge until renewal.
- Excess limits available.

Basis of Contribution	
Number of Vehicles	**529**

Liability

Limits

- **$1,000,000 Liability Limit For Owned and Hired Autos - Bodily Injury and Property Damage - Each Occurrence**
- **$1,000,000 Non-Owned Auto Liability (excess over any other collectible insurance)**
- **$25,000 Statutory Uninsured Motorist (Per Person)**
- **$50,000 Statutory Uninsured Motorist (Per Accident)**
- **$25,000 Statutory Uninsured Motorist (Property Damage)**
- **$1,000,000 Garage Liability**
- **$100,000 Garagekeepers**
- **No Annual Aggregate**

Additional Coverages

- **Out of State No Fault Coverage provided at the basic minimum limits required by state law**
- **Newly acquired vehicles covered until renewal at no additional charge**
- **Unlimited Physical Damage for all owned vehicles; deductible will apply**
- **Replacement cost coverage can be provided on any vehicle with a replacement cost value in excess of $50,000**
  - **Must be reported at 100% of replacement cost value**
  - **Additional charge will apply**

Physical Damage

Deductibles

- **$300,000 Auto Liability**
- **$50,000 Comprehensive (ACV)**
- **$50,000 Collision (ACV)**
- **$250 Physical Damage to Hired or Borrowed Autos (up to $50,000)**

Definitions

- **Replacement Cost (RC): The Fund will pay the lesser of: (a) the cost of repairing damaged property or replacing damaged or stolen property with the same kind or quality; (b) the cost to replace the damaged or stolen property with comparable new property as of the time of loss; or (c) the Limit of Coverage applicable to the lost, damaged or stolen Covered Auto.**
- **Actual Cash Value (ACV): The cost to repair, rebuild, or replace lost or damaged property, at the time and place of the loss, with other property of comparable size, material and quality, less allowance for physical deterioration, depreciation, obsolescence, and depletion.**

Please provide values for all vehicles you wish to have this coverage applied to effective 07/01/2025

Crime Coverage

- Crime provides protection from loss of money and securities, as well as, forgery and fraud.
- State-required faithful performance bonds for covered persons are included.
- Coverage is for covered crimes committed by employees, board members, commission members and volunteers.

Limits

- **$1,000,000 Per Occurrence**
- **$100,000 Telephone Toll Fraud**

Coverage Forms

- **Employee Theft**
- **Employee Dishonesty (Faithful Performance Form)**
- **Loss Inside and Outside the Premises**
- **Money Orders and Counterfeit Paper Currency**
- **Depositors Forgery Coverage**
- **Computer Fraud**
- **Funds Transfer Fraud**

Public Officials Required Bond

Meets maximum listed Bond value for all public officials as outlined by West VA Code §6-2-10, §6-2-10A, and §6-2-11

Deductible

- **$50,000 Per Occurrence**

Excess Liability

- Excess liability provides additional limits over and above the underlying limits for those coverages for which excess limits are purchased.
- Underlying limits must be exhausted before excess liability is available for losses.

Limits

- **Excess Automobile Liability**
  - **$4,000,000 Limit**
  - **$0 Excess Liability Aggregate**
- **Excess General Liability**
  - **$4,000,000 Limit**
  - **$0 Excess Liability Aggregate**
- **Excess Law Enforcement Liability**
  - **$4,000,000 Limit**
  - **$0 Annual Aggregate**
- **Excess Public Officials Liability**
  - **$4,000,000 Limit**
  - **$4,000,000 Annual Aggregate**

***Does not include Non-Owned Automobile Liability, Garage Liability, and Uninsured/Underinsured Motorists Coverage**

City of Charleston

ATTENTION
Upon review, please sign/return to underwriting@riskprograms.com to ensure prompt processing of documents, including invoice and certificates of coverage.

2025 - 2026 Coverage Intent Form

After careful consideration of your proposal, we accept your coverage program subject to the following selections or changes:

	ACCEPTANCE:
	ACCEPT - We accept all coverages as presented in this proposal.
	MODIFY - We wish to request the following changes:
	REJECT - We do not accept your proposal.

OPTIONAL QUOTES PROVIDED HEREIN:

Accept	Reject	CYBER RISK:
		ELECT optional Increased Limit for Cyber Risk as follows: Total Limit: $__________________ Additonal Contribution: $__________________

BILLING TERMS	
We wish to select the following billing terms shown below	
Coverages (if applicable):	
Property & Casualty	☐ Annual Payment - Due and payable in full within 30 days of receipt ☐ Two Equal Installments - Due by July 1st and October 1st
Workers' Compensation	☐ Annual Payment - Due and payable in full within 30 days of receipt ☐ Quarterly Installments
Any additions or deletions made after the proposal and the initial billing effective up to and including July 1st will result in an endorsement and contribution adjustment.	
A late charge of 1% per month (12% per annum) will be assessed for contributions received 30 days after the due date.	

If additional quote options are provided herein, please indicate below if electing. Otherwise, coverage will be based upon current coverage.

PRINTED NAME	SIGNATURE	DATE

Resolution No. 25-024

Introduced in Council: March 3, 2025

Adopted by Council:

Introduced by: Mary Beth Hoover

Referred to: Finance

Resolution No. 25-024 - Authorizing the Mayor or City Manager to renew its contract with Encova Insurance for workers' compensation insurance coverage for a premium of $274,049, including surcharges, and with an additional claims handling charge of 10% of paid claims, as detailed in Exhibit A: Provided, That this contract does not include any commission to the City's broker of record, USI Insurance Services LLC;

Authorizing the Mayor or City Manager to renew its contract with USI Insurance Services LLC ("USI") for insurance broker, risk management, and loss control services related to the City's property, liability, and workers' compensation insurance coverages for one year at a cost of $75,000 as detailed in Exhibit A; and

Authorizing the Mayor or City Manager to renew its contract with the West Virginia Counties Group Self Insurance Risk Pool, Inc, D/B/A West Virginia Communities Risk Pool ("WVCorp"), for Third Party Administration (TPA) services related to legacy claims incurred while the City was self-insured for workers' compensation at a fee not to exceed $20,000.

This procurement is based on the results of a competitive insurance quote review process and the Memorandum of Understanding among the City, USI, and WVCorp entered into under Resolution No. 617-22.

The effective dates of the policies/contracts above will be from March 31, 2025 through March 31, 2026.

Be it Resolved by the Council of the City of Charleston, West Virginia:

That the Mayor or City Manager is authorized (1) to renew its contract with Encova Insurance for workers' compensation insurance coverage for a premium of $274,049, including surcharges, and with an additional claims handling charge of 10% of paid claims, and authorizing leaving the WV self-insurance system, as detailed in Exhibit A: Provided, That this contract does not include any commission to the City's broker of record, USI Insurance Services LLC; (2) to renew its contract with USI Insurance Services LLC for insurance broker, risk management, and loss control services related to the City's property, liability, and workers' compensation insurance coverages for one year at a cost of $75,000 as detailed in Exhibit A;

and

(3) to renew its contract with the West Virginia Counties Group Self Insurance Risk Pool, Inc, D/B/A West Virginia Communities Risk Pool, for Third Party Administration (TPA) services related to legacy claims incurred while the City was self-insured for workers' compensation at a fee not to exceed $20,000, all to be effective from March 31, 2025 through March 31, 2026.

2025 Workers Compensation Insurance Proposal

City of Charleston

Dave Stacy, CIC
Senior Vice President
Account Executive: Colleen Gatens
Date Prepared: January 24, 2025

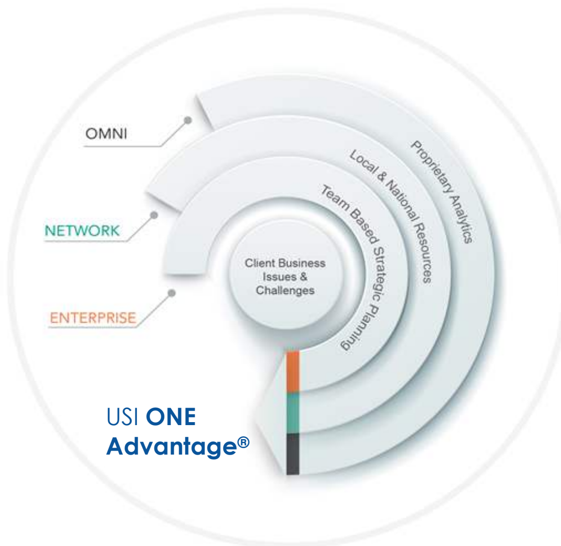
Table of Contents

About USI Insurance Services

USI is one of the largest insurance brokerage and consulting firms in the world, delivering property and casualty, employee benefits, personal risk, program and retirement solutions to large risk management clients, middle market companies, smaller firms and individuals. Headquartered in Valhalla, New York, USI connects together over 10,000 industry leading professionals across ~200 offices to serve clients' local, national and international needs.

The USI ONE Advantage

What truly distinguishes USI as a leading insurance brokerage and consulting firm is the USI ONE Advantage, a game-changing value proposition that delivers clients a robust set of risk management and benefit solutions and exclusive resources with financial impact. USI ONE® represents **Omni, Network, Enterprise**—the three key elements that create the USI ONE Advantage and set us apart from the competition.



Omni – USI's Proprietary Analytics
Omni, which means "all," is USI's one-of-a-kind solutions platform—real time, interactive, dynamic and evolving, and customized for each client. Built in-house by USI subject matter experts, Omni captures the experience of more than 500,000 clients, thousands of professionals and over 150 years of business activity through our acquired agencies into targeted, actionable solutions across property & casualty, employee benefits, personal risk and retirement. Omni features over a thousand solutions, case studies, work products and detailed analysis across industry verticals in a single dashboard. USI consultants input the client's personalized data into Omni – highlighting their business, employees, and risks. The results feature client specific recommendations with quantified financial impact and the ability to analyze alternative scenarios with the touch of a button.

Network – USI's Local and National Resources
USI has made a very large investment in local resources and technical expertise, with more than 10,000 professionals networked nationally to build strong vertical capabilities and integrated account teams. Our local and regional experts ensure account team availability, hands-on service, and ongoing diligent follow-through so we can deliver on the solutions we customize for our clients.

Enterprise – USI's Team Based Strategic Planning
USI's enterprise planning is a disciplined, focused, analysis centered on our client's issues and challenges. Highly consultative meetings integrate USI's Omni analytics with our broad resource network to build a risk management strategy aligned with client business needs. Our enterprise process is a proven method for identifying, quantifying and minimizing client risk exposures.

The USI ONE Advantage—our Omni knowledge engine, with our Network of local and national resources, delivered to our clients through our Enterprise planning process gives USI fundamentally different solutions, the resources to deliver, and a process to bring superior results to our clients.

Service Team

USI Insurance Services, LLC

300 Kanawha Blvd. East, Suite 300, Charleston, WV 25301

(304) 347-0611 www.usi.com

Producers

Your **Producer** is **Dave Stacy**

Direct Number: (304) 347-0691

E-Mail: Dave.Stacy@usi.com

Account Management Team

Your **Account Executive** is **Colleen Gatens**

Direct Number: (304) 347-0702

E-Mail: Colleen.Gatens@usi.com

Your **Associate Account Rep** is **Carson Fox**

Direct Number: (304) 347-0662

E-Mail: carson.fox@usi.com

Additional USI Contacts

Your **Casualty Analytics** contact is **Kristina Chandler**

Direct Number:	(304) 347-0601
E-Mail:	Kristina.Chandler@usi.com

Your **Claims Advocate** Primary contact is **Lisa Jordan**

Direct Number:	(304) 347-0626
E-Mail:	Lisa.Jordan@usi.com

Your **Risk Control** Primary contact is **Jonathan Jeffries**

Direct Number:	(304) 347-0689
E-Mail:	Cody.Jeffries@usi.com

Schedule of Locations

Workers Compensation

Insurance Company: SummitPoint Insurance Company
Policy Term: 03/31/2025 to 03/31/2026

Location Number	Address	City	State	ZIP Code
1	501-9 Virginia Street, E.	Charleston	WV	25330
2	220-230 Virginia Street	Charleston	WV	25301
3	200 Civic Center Drive	Charleston	WV	25301
4	Brooks and Lewis Street	Charleston	WV	25301
5	200 Arnold Drive	Charleston	WV	25302
6	613 Clifton Road	Charleston	WV	25303
7	2009 7th Street	Charleston	WV	25387
8	R2009 7th Street	Charleston	WV	25387
9	Cato Park	Charleston	WV	25302
10	200 Baker Lane	Charleston	WV	25302
11	314 Donnally Street	Charleston	WV	25301
12	3511 Venable Avenue	Charleston	WV	25304
13	Farnsworth Drive	Charleston	WV	25311
14	1 Twilight Drive	Charleston	WV	25311
15	302 Morris Street	Charleston	WV	25301
16	808 Virginia Street W	Charleston	WV	25302
17	B 808 Virginia Street W	Charleston	WV	25302
18	829 Oakwood Drive	Charleston	WV	25314
19	1810 Oakridge Drive	Charleston	WV	25314
20	916 Bridge Street	Charleston	WV	25314
21	5010 MacCorkle Avenue	Charleston	WV	25304

Location Number	Address	City	State	ZIP Code
22	128 Cora Street	Charleston	WV	25302
23	2184 Falcon Drive	Charleston	WV	25387
24	115 Lee Street W	Charleston	WV	25302
25	US RT 119 - Camp Way	Charleston	WV	25309
26	208 26th Street	Charleston	WV	25387
27	819 Hanna Drive	Charleston	WV	25387
28	500 Ruffner Avenue	Charleston	WV	25311
29	208 Copenhaver Drive	Charleston	WV	25387
30	208 26th Street	Charleston	WV	25387
31	180 Laidley Street	Charleston	WV	25301
32	1100 Pennsylvania Avenue	Charleston	WV	25302

Only the locations shown above are included in this proposal. If any locations are not shown above and should be included for coverage, please notify us immediately.

Schedule of Named Insureds

Workers Compensation

Insurance Company: SummitPoint Insurance Company
Policy Term: 03/31/2025 to 03/31/2026

Named Insureds
City of Charleston

Only the Named Insureds shown above are included in this proposal. If any Named Insureds are not shown above and should be included for coverage, please notify us immediately.

Workers' Compensation

Insurance Company: SummitPoint Insurance Company

Policy Term: 03/31/2025 to 03/31/2026

Coverage: **Part One** – Workers' Compensation agrees to pay the benefits required under the applicable State's Workers' Compensation Law.

Part Two – Employers Liability for work-related injuries or disease other than that which is imposed by a state Workers' Compensation Law.

Part Three – Other States. States in which you have no exposure on the policy inception date, but in which you may have a temporary or future worksite or exposure in during the policy term. If listed, statutory benefits will apply as if the state were listed in Part One.

Coverage Description	Limit
Employers Liability - Each Accident	$1,000,000
Employers Liability - Disease (Policy Limit)	$1,000,000
Employers Liability - Disease (Each Employee)	$1,000,000
Experience Mod	Refer to Schedule of Exposures
Statutory Limits Apply	Y
United States Longshore and Harbor (USL&H)	Y
Voluntary Compensation	Y
Other States	Y
Retroactive Date	N
Retro Plan	N

Coverage is not automatic in all states. Please notify us immediately if you begin operations in another state.

Workers' Compensation Schedule of Exposures

State: WV **Experience Modifier: 1.02**

Class Code	Classification Description	Estimated Annual Payroll	Rate	Premium
0042	Landscape Gardening & Drivers	$780,511	1.48	$11,552
5506	Street Or Road Construction: Paving or Repaving & Drivers	$2,219,924	3.11	$69,040
8864	Social Services Organization - All Employees & Salespersons, Drivers	$294,952	0.37	$1,091
7710	Firefighters - Not Volunteer & Drivers	$12,215,520	1.06	$129,485
7720	Police Officers & Drivers	$12,236,208	0.71	$86,877
8380	Automobile Service or Repair Center & Drivers	$812,262	0.69	$5,605
8810	Clerical Office Employees Noc	$7,902,963	0.06	$4,742
8820	Attorney - All Employees & Clerical, Messengers, Drivers	$457,207	0.03	$137
9015	Buildings Or Buildings NOC- Operations by Owner or Lessee	$404,342	0.88	$3,558
9102	Park NOC- All Employees & Drivers	$1,525,547	0.77	$11,747
9220	Cemetery Operations & Drivers	$192,766	1.36	$2,622
9403	Garbage, Ashes or Refuse Collection & Drivers	$2,363,683	2.65	$62,638
9410	Municipal, Township, County or State Employee Noc	$3,232,513	1.06	$34,265
			Total Estimated Standard Premium (without Premium Adjustments)	$423,359

Premium Adjustments	Amount
Employers' Liability Limits	$5,927
Employers Liability Increased Limits Deductible Credit	$2,845
Large Deductible Credit Premium	$203,212
Experience Modification Premium	$4,465
Expense Constant	$175
Terrorism	$2,232
Catastrophe (Other than certified acts of terrorism)	$4,464
Broad Form Employers Liability	$33,530
Broad Form Employers Liability Deductible Credit	$16,094
WV Regulatory Budget Surcharge	$21,935

WV Fire & Casualty Surcharge	$113
Total Estimated Annual Premium Including Premium Adjustments	$274,049

Audit Provisions

Description
Audit based on Payroll

The premium quoted is the minimum and deposit premium and is a fully earned premium. The policy is auditable at expiration and there may be charges for additional exposures; however, the premium will never fall below the minimum and deposit premium shown above.

Premiums are calculated based on the insurance company's rules and rates. Premiums shown as advance or deposit premiums are subject to audit and adjustment at the close of each audit period. If the advance premium is less than the earned premium as determined by the audit, the insured pays the difference. If the advance premium is more than the earned premium as determined by the audit, the insurance company returns the difference to the insured. The insured must keep records of the information needed for the audit and the premium calculations and send copies to the insurance company when it requests them.

Included/Excluded Officers:

State: WV

Name	Include (I) / Exclude (E)
All	Included

Key Endorsements, Limitations, Warranties and Exclusions include, but are not limited to, the following:			
Coverage Description	**Type**	**Limit**	**Ded**
Workers' Compensation Broad Form Endorsement			
Terrorism Included			
All States except those in 3A and North Dakota, Ohio, Washington, Wyoming			
Deductible Endt - Each Accident/Each Claim/Disease Each Employee			$300,000
Policy Aggregate Limit		$1,000,000	
Claims Handling Charge - Basis: 10% of Deductible Plan Paid Loss Subject to Limit per Claim			$30,000

Workers' Compensation Exposure – Rate Comparison

Classification	Class Code	Expiring Rate	Expiring Payroll	Expiring Premium	Proposed Rate	Proposed Payroll	Proposed Premium
Landscape Gardening & Drivers	0042	1.97	$788,916	$15,542	1.48	$780,511	$11,552
Street Or Road Construction: Paving or Repaving & Drivers	5506	3.21	$2,164,312	$69,474	3.11	$2,219,924	$69,040
Social Services Organization- All Employees & Salespersons, Drivers	8864	0.42	$276,593	$1,162	0.37	$294,952	$1,091
Firefighters-not Volunteer & Drivers (CT)	7710	1.11	$11,386,962	$126,395	1.06	$12,215,520	$129,485
Police Officers & Drivers	7720	0.78	$12,386,622	$96,616	0.71	$12,236,208	$86,877
Automobile Service or Repair Center & Drivers	8380	0.75	$799,112	$5,993	0.69	$812,262	$5,605
Clerical Office Employees NOC	8810	0.06	$7,905,120	$4,743	0.06	$7,902,963	$4,742
Attorney - All Employees & Clerical, Messengers, Drivers	8820	0.04	$402,260	$161	0.03	$457,207	$137
Buildings Or Buildings NOC-Operations by Owner or Lessee	9015	0.98	$414,466	$4,062	0.88	$404,342	$3,558
Park NOC-All Employees & Drivers	9102	0.86	$1,698,942	$14,611	0.77	$1,525,547	$11,747
Cemetery Operations & Drivers	9220	1.61	$184,282	$2,967	1.36	$192,766	$2,622
Garbage, Ashes or Refuse Collection & Drivers	9403	2.87	$2,353,134	$67,535	2.65	$2,363,683	$62,638
Municipal, Township, County or State Employee NOC	9410	1.09	$2,847,501	$31,038	1.06	$3,232,513	$34,265
Employers' Liability Limits		0.014		$6,164	0.014		$5,927
Employers Liability Increased Limits Deductible Credit		0.50		$3,082	0.48		$2,845
Large Deductible Credit Premium		0.50		$220,150	0.48		$203,212
Experience Modification Premium				0	1.02		$4,465
Total Standard Premium				$223,231			$227,694
Expense Constant				$175			$175
Terrorism		0.005		$2,180	0.005		$2,232

Catastrophe (Other than certified acts of terrorism)		0.01		$4,361	0.01		$4,464
Broad Form Employers Liability		0.0792		$34,872	0.0792		$33,530
Broad Form Employers Liability Deductible Credit				$17,436			$16,094
WV Regulatory Budget Surcharge		0.05		$22,351	0.05		$21,935
WV Fire & Casualty Surcharge		0.0055		$113	0.0055		$113

This summary is provided as a quick comparison of exposure and rates for the expiring and proposed terms.

2024 Premium and Surcharges Total	**$269,847**	**2025 Premium and Surcharges Total**	**$274,049**

Description	Expiring Term	Proposed Term	Difference
Estimated Annual Payroll	$43,608,222	$44,638,398	$1,030,176
Estimated Annual Policy Premium	$247,383	$252,001	$4,681
Estimated Net Premium Including Taxes and Assessments	$269,847	$274,049	$4,202

Policyholder Disclosure - Notice of Terrorism Insurance Charge

Coverage for acts of terrorism is included in your quote. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2015, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury --in consultation with the Secretary of Homeland Security, and the Attorney General of the United States --to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your quote may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a $100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds $100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed $100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism is $2,232.00, and does not include any charges for the portion of losses covered by the United States

Workers' Compensation Loss Forecast - Losses Limited to $300,000 per Occurrence

City of Charleston

Workers' Compensation Loss Forecast - Losses Limited to $300,000 per Occurrence

A	B	C	D	E	F	G	H (F / G)
Policy Start Date	# of Claims	Limited Incurred	Limited Paid	Selected Ultimate Loss	Inflated Ultimate Loss	Inflated Payroll (00's)	Severity Loss Rate
3/31/2023	72	341,329	230,418	467,000	511,310	449,532	1.137
3/31/2024	68	375,710	104,489	512,000	540,058	453,526	1.191

Loss Rate Selection: There were no significant underlying trends to warrant deviating from the all year average loss rate.

Selected Loss Rate:	**1.164**
3/31/25 Proj. Payroll (00's)	x 446,384
3/31/25 Projected Losses:	**520,000**
Using Lowest Historical Rate:	**508,000**
Using Highest Historical Rate:	**532,000**

Losses are valued as of 1/01/2025.

Encova Collateral Analysis Valued as of 1/01/2025

Workers' Compensation

A	B	C	D	E	F (D - E)
Policy Start Date	Deductible	Limited Incurred	Selected Ultimate Loss	Limited Paid	Collateral Need (includes LCF)
3/31/2023	300,000	341,329	467,000	230,418	260,240
3/31/2024	300,000	375,710	512,000	104,489	448,262
3/31/2025	300,000	-	520,000	-	572,000
Workers' Compensation Totals		717,039	1,499,000	334,907	1,280,502

Calculations are subject to change based on the financial condition of the company.

Current Collateral Held: **780,000**

Estimated Paids Until Adjustment: (64,189)

	Projected Additional	Total Required
	436,313	1,216,313
With 25% Credit Discount of $ 304,078:	132,235	912,235
With 30% Credit Discount of $ 364,894:	71,419	851,419
With 35% Credit Discount of $ 425,710:	10,603	790,603

Encova could be asking for a total of $1,216,313 in collateral for the 3/31/2025 renewal year; however, Encova is only asking for $780,000 (to include the loss fund) for the 3/31/2025 renewal. This is a discount of a little over 35% in collateral. Collateral is based on an actuary calculation to forecast the ultimate cost of the historical loss years and the upcoming renewal year. Collateral discounts are provided due to subjection items such as relationship with carrier, clams handling procedures, return to work programs, credit risk of the insured, proactiveness from the insured, claims meetings, etc. Seldom do we see discounts of 20-25%. 35% is very good

Historical Claims Stratification

Workers' Compensation

	$1 to $50,000		$50,001 to $100,000		$100,001 to $150,000		$150,001 to $250,000		$250,001 to $300,000		$300,001 to unlimited		
Policy Year	# of Claims	Net Incurred	# of Claims	Net Incurred	# of Claims	Net Incurred	# of Claims	Net Incurred	# of Claims	Net Incurred	# of Claims	Net Incurred	Total Net Incurred
3/31/2023	55	$ 255,763	1	$ 50,000	1	$ 35,566	-	$ -	-	$ -	-	$ -	$ 341,329
3/31/2024	37	$ 176,947	1	$ 50,000	1	$ 50,000	1	$ 98,763	-	$ -	-	$ -	$ 375,710
Totals	92	$ 432,710	2	$ 100,000	2	$ 85,566	1	$ 98,763	-	$ -	-	$ -	$ 717,039
Cumulative Severity %:		60%		74%		86%		100%		100%		100%	
Penetration Frequency %:			100%		100%		50%		0%		0%		

*Severity % is the percentage of historical incurred dollars that fall at or below the stratified range.

*Frequency % is the percentage of years with claims that penetrated the stratified range.

Risk Control Services

USI Risk Control Consulting Service's division has assisted municipal clients develop and maintain successful safety and risk control programs nationwide for many years. Our Charleston-based team has served our public entity clients for over 35 years. Our mission is to provide timely delivery of quality consulting services designed to: reduce your exposures to liability and loss, lessen the frequency and severity of your losses, maintain the health and safety of your personnel, and protect your assets and profitability.

We will work with you in close partnership to accomplish this mission— listening to what you tell us about your organization and your unique needs, studying your business, and exploring solutions to develop an action plan that addresses your needs. The result is a tailored program that aggressively manages the city's property/liability and workers' compensation program and related loss costs and will improve operational efficiencies. Our support will free you up to focus on your priority— running the City of Charleston.

USI' loss control programs are designed to initiate the positive change necessary to establishing an effective, long-term safety culture. Our pledge is to uphold your organization's values for employee safety, operational efficiency, and fiscal responsibility. USI's experienced professionals will help you plan your risk control program and achieve the results you desire.

The USI risk control team has conducted the following for the city:

- 436 Online trainings completed
- Monthly Safety courses provided in conjunction with Doug Cummings / Adam Simon via RMC
- Quarterly In-Person Claim reviews
- Facility Audits of Parks and Recreation prior to seasonal opening
- Onsite Training for Public Works and Streets departments
- Annual Inspections of all public pools
- Coordination and Support for Carrier Recommendations
- Orientation of New Safety Director
- Personal Safety Training Seminar

2025 Goals

- Establishment of formal Safety Committee to include representation from all departments with monthly / quarterly meetings
- Review and update Safety Program
- Review and Update Employee Job Descriptions to include Physical Capacity Demands
- Review and Update Employee Safety Orientation process and procedure

Training Course	**Completions**
Office Workstation Ergonomics	97
Anti-Harassment Training for Employees - Multistate	78
Slips, Trips and Falls	71
Computer Workstation Safety	44
Fire Prevention in the Office	30
Abusive Workplace Conduct Prevention	28
Fire Prevention	27
Office Safety	25
Safe Lifting	20
Distracted Driving	16
Heat Stress	2

The USI service team has also coordinated insurance policy procurement and risk transfer for all Live on the Levee events for the past 3 years.

Risk Management Standards for Municipalities

Organization for Loss Control - Safety Programs, Safety Committee Activities, Employee Training, Orientation of Seasonal Employees, Accident Reporting/ Investigation/ Follow-up Procedures, Employee Responsibilities, Management Support, ADA, Personnel Administration, Workplace Violence, Harassment, Contract Provisions, Council/ Board Training, Emergency Response/ Contingency Planning, Business Interruption

Workers Compensation- OSHA Activities, Cost Containment Programs, Return to Work, Light Duty Programs, Designated Medical Provider, Physical Demands Assessment, Hazard Communication, Ergonomics

Fleet Operations- Hiring Procedures, Background Checks, Defensive Driving Training, Safety Meetings, Vehicle Selection Criteria, Motor Vehicle Record Reviews, Inspection and Maintenance, Recordkeeping, Accident Procedures, Accident Reporting and Recordkeeping, Accident Follow-up and Review, Remedial Actions, Safety Rules, Seatbelt Use, Cell Phone Use Policy, DOT Standards, Commercial Driver Recordkeeping Practices

Public Safety- Haz Mat Programming, Mutual Aid Agreements, Infection Control

Police Department Policies- Certification Requirements, Routine, Emergency, and Pursuit Driving, Use of Force, including Deadly Force, Less-lethal Defensive Tools (such as tasers, PR-24's, OC spray, etc.) Search and Seizure Procedures Firearm Qualifications, Off-Duty Employment Arrest Procedures, Lawful Warrants Domestic Violence Citizen Complaints, Reviews of Critical Incidents and Automobile Accidents, Holding Facility Provisions

Fire Department- Fire Department Safety Officer Qualification, Fire Fighter Training, Confined Space Rescue Training, Fire Apparatus Driver Training, Inspection of Fire Apparatus, Protective Clothing Standards

Public Works, Parks and Recreation- Complaint Procedures, Work Zone Safety, Locating/ Marking of Utilities, Lock Out Program, Confined Space Training, Trenching Cross Connection Program, Heavy Equipment Operation, Chemical and Pesticide Safety, Tree Program, Sidewalks and Streets Inspection, Parks and Recreation Facilities Inspections, Pool Operation/ Safety, Public Events, Informed Consent/ Waiver of Liability Forms, Waste and Water Treatment, Operator Qualification, Security, Sewer Inspection/ Back- up Prevention

Program Benefits

Utilizing the industry and technological experience of USI, the City of Charleston will gain a proven partner dedicated to taking a proactive approach to developing and maintaining an effective risk control program. A partnership with USI can make a significant difference to your bottom line by:

- Minimizing risks and exposures
- Increasing profitability and productivity
- Lowering insurance costs
- Providing a safer workplace
- Reducing operating costs
- Meeting regulatory compliance requirements
- Educating management, supervisors and employees

Program Development Goals

USI will consult with the City to accomplish the following actions:

- Develop overall, loss-related goals and objectives.
- Assist with the identification of specific loss trends, high loss areas, and target locations for focused loss control activity and control measures.
- Participate in the allocation of resources offered by USI to address real exposures to loss.
- Establish systems to monitor the impact of implemented programs on claims frequency and severity so that adjustments and/or modifications can be made to these programs/activities as needed.

Analysis, Inspection and Evaluation Services

These services are designed to identify and evaluate the impact of loss exposures and risks of individual departments or collectively for the entire municipality. The analysis and evaluation process prioritizes the areas that can most economically benefit from further loss control activities. Audits and surveys may also be used on an on-going basis to monitor the effectiveness of loss control or safety programs currently in place. The types of analysis, inspection and evaluation services offered by USI include the following:

- Safety Program Analysis
- Comprehensive Safety Evaluations
- Property Exposure Analysis
- Specialized Risk Analysis
- Human Factors Analysis
- Environmental Risk Assessment
- Contract review
- Loss Prevention Programs
- Safety Program Documentation
- Injury Prevention Programs

Regulatory Compliance

Compliance with State and Federal regulations is essential to the successful operation of a municipality. USI's Federal/State compliance programs include three objectives:

1. Identify strengths and weaknesses with regard to regulatory compliance within each identified department.
2. Evaluate and discuss the specific loss control support service needs for each department.
3. Develop an agreed-upon corrective action plan with personnel indicating the program goals and objectives to be achieved in the coming year (these may involve activities to be accomplished by the municipality, the consultant or by other support services).

Sample service plan items include:

- City-wide employee safety training courses for all City employees.
- Four Monthly facility safety audits with written report of findings and recommendations.
- Monthly employee safety training courses targeting specific departments

- Review and make recommendations to the City's: Risk management and safety Manuals by department, HR & Personnel Policies, Law Enforcement policies and procedures, and Cyber liability.
- Annual Defensive Driving Training with certification.
- Annual CPR/First Aid Training with certification.
- Annual Employee Flagger Training with certification.
- Annual audit and update of current risk management and employee safety manuals, policies, and procedures.
- Development and implementation of new employee safety orientation program.
- Immediate accident/incident investigation
- Charleston Police Department and the Charleston Fire Department in an effort to provide the safest facilities and environmental opportunities possible for each force.
- Monitor all construction projects.
- Monitor all claims and incidents
- Examination of all property/liability/workers Compensation losses
- Implement plan to reduce and eliminate future recurrence.
- Special Projects as directed by the City of Charleston Administration.

USI's municipal compliance programs include:

- Hazard Communication
- Confined Space Entry
- Emergency Preparedness
- Hazard Communication
- Personal Protective Equipment (PPE) & Hazard Assessments
- Procedure Manual Development
- Recordkeeping
- Training Records

Training and Education

USI will provide the city with training based on needs identified by both loss experience data and the municipality's risk management team.

Available programs include, but are not limited to:

- **General**
  - » Office Safety-Video Display Terminals
  - » Sexual Harassment
  - » Violence in the Workplace
  - » Defensive Driving
  - » Accident Investigation
  - » Supervisory Safety Concepts
  - » Hazard Recognition and Control

- **Public Works**
  - » Hand/Power Tool Safety
  - » Electrical Safety
  - » Bloodborne Pathogens
  - » Lockout/Tagout
  - » Personal Protective Equipment
  - » Slip/Trip/Fall Awareness
  - » Confined Space Entry
  - » Excavation/Trenching
  - » Complaint Procedures
  - » Work Zone Safety
  - » Locating/ Marking of Utilities
  - » Lock Out Program
  - » Confined Space Training
  - » Trenching Cross Connection Program
  - » Heavy Equipment Operation
  - » Chemical and Pesticide Safety
  - » Tree Program
  - » Sidewalks and Streets Inspection
  - » Parks and Recreation Facilities Inspections
  - » Pool Operation/ Safety
  - » Public Events
  - » Informed Consent/ Waiver of Liability Forms
  - » Waste and Water Treatment
  - » Operator Qualification
  - » Security
  - » Sewer Inspection/ Back- up Prevention
  - » Street Maintenance/Traffic Control
  - » Lawn Maintenance
  - » Miscellaneous Forestry Operations
  - » Flagger Certification
  - » Seasonal Needs
  - » Summer Orientation

» Cold Exposure
» Heat Stress
» Snow Removal

• **Police/Fire**
» Bloodborne Pathogens
» Defensive Driver Course: Liability
» Back Injury Prevention
» Chemical "Right-to-Know"
» Lifting—Back Injury Prevention
» Ladder Safety
» Certification Requirements
» Routine Emergency, and Pursuit Driving
» Use of Force, including Deadly Force
» Less Lethal Defensive Tools
» Search and Seizure Procedures
» Firearm Qualifications
» Off-Duty Employment Arrest Procedures
» Lawful Warrants
» Domestic Violence Citizen Complaints
» Reviews of Critical Incidents
» Review of Automobile Accidents
» Holding Facility Provisions

• **Specialized Services**
» Appraisal Services
» Customized Web Platform
» Crisis Management and Response
» Employment Practices Liability
» Ergonomics
» Fire Protection and Engineering
» Playground Safety Services

• **Transportation and Fleet Safety**
» Hiring Procedures
» Background Checks
» Defensive Driving Training
» Safety Meetings
» Vehicle Selection Criteria
» Motor Vehicle Record Reviews
» Inspection and Maintenance
» Recordkeeping
» Accident Procedures
» Accident Reporting and Recordkeeping
» Accident Follow-up and Review
» Remedial Actions
» Safety Rules
» Seatbelt Use
» Cell Phone Use Policy
» DOT Standards
» Commercial Driver Recordkeeping Practices

The best safety management programs are pro-active, flexible and able to respond quickly to the needs at hand. USI provides a team of qualified, experienced safety professionals readily available to help your organization meet its safety management goals and objectives.

PARTNERING WITH YOU TO CREATE POWERFUL RESULTS

The following are some of the value-added services we provide:

eRisk Hub®

Resources to help prevent and mitigate network and privacy breaches

Breach Coach™ – Our Breach Coach service, staffed by attorneys who are certified privacy professionals, provides immediate triage assistance in the event of a breach.

News center – The news center keeps you up to date with cyber risk stories, security and compliance blogs, security news, risk management events, statistics, and helpful industry links.

Learning center – The learning center contains best-practices articles and white papers written by leading technical and legal professionals on compliance, network security, privacy, and breach recovery.

eRisk resources directory – From security consultants, to specialists, to forensic investigators, to eDiscovery specialists, the eRisk resources directory helps you quickly find external resources with deep experience in pre- and post-breach disciplines. Information about their services, pricing, and key personnel is provided.

USI Connect®

Access valuable resources for risk management 24/7

A one-stop resource for your business with information resources on a wide range of topics:

- Get breaking legislative updates first
  - Access thousands of compliances, risk management, safety, and workers' compensation resources relevant to you
- See how your company compares to similar firms through an online forum
- Content can be tailored to your business with intuitive, easy-to-use software
- Online OSHA log makes recordkeeping easy
- Create OSHA forms and reports in seconds
- Added resource link library for relevant online information
  - Connect with risk management professionals across the country to ask questions and discuss best practices through the online forum feature

USI Risk Management Center®

Providing comprehensive safety, claims, and human resources library and suite of software and online solutions

USI's Risk Management Center (RMC) is a web-based portal and provides a comprehensive, online library of resources for Safety, Wellness, Claims and Human Resources. The Safety Resource library offers online courses in both English and Spanish. It also includes Ask the Expert, a direct link to contact USI's Risk Control Team with any safety-related questions. The Risk Management Center's platform is offered free of charge as a value-added benefit to clients of USI and includes:

- Sample Polices and Written Programs
- Online and PowerPoint Training Materials
- Quizzes
- Safety Talks
- Posters
- Streaming Video Library

Included in the RMC's suite of customizable software solutions are the following:

- Incident Tracker (OSHA Recordkeeping)
- Certificate of Insurance (COI) Tracking
- Training Tracker Learning Management System (LMS)
- Audit Tracker
- Hazard Assessment Tool
- Safety Data Sheet (SDS) Management
- HR and Benefits Essentials

USI Disclosures

Direct Bill DISCLOSURE: The Insurance Company operates independently for the financing of your insurance premium. Your agreement to finance this premium is directly with the insurance company and not USI Insurance Services.

If payment is not received by the due date, the insurance company could cancel your insurance policy(s) for non-payment of premium. The insurance company has the right to honor the cancellation date and **NOT** offer reinstatement or rewrite the insurance coverage.

We are not in a position to make monthly reminders or verify that your payment was received. Please take the necessary action to avoid possible cancellation of your insurance policy(s) which you are paying directly to the insurance company.

Information Concerning Our Fees: As a licensed insurance producer, USI is authorized to confer with or advise our clients and prospective clients concerning substantive benefits, terms or conditions of insurance contracts, to sell insurance and to obtain insurance coverages for our clients. You have agreed to pay compensation to USI, for the placement of insurance, pursuant to a written agreement.

Document Delivery DISCLOSURE: USI strives to make your interactions with us easy and efficient. Therefore, we intend to deliver your policy and all policy-related documents electronically through our InsurLink client portal or through email. If you do not wish to receive these documents electronically or if you would like a paper copy of any or all documents at no cost to you, please notify your client service representative in writing. If your email or electronic contact information changes, please notify your client service representative in writing.

Reviewing Client Contracts DISCLOSURE: As a service to our clients, upon their request, USI will review those portions of your contract regarding the insurance and indemnity requirements as they relate to your insurance program and provide comments and/or recommendations based upon such review. This service should not be taken as legal advice and it does not replace the need for review by the insured's own legal counsel.

USI Privacy Notice

Our Privacy Promise to You

USI provides this notice to you, our customer, so that you will know what we will do with the personal information, personal financial and health information (collectively referred to as the "protected information") that we may receive from you directly or receive from your health care provider or receive from another source that you have authorized to send us your protected information. We at USI are concerned about your privacy and assure you that we will do what is required of us to safeguard your protected information.

What types of information will we be collecting?

USI collects information from you required both for our business and pursuant to regulatory requirements. Without it, we cannot provide our products and services for you. We will collect protected information about you from:

- Applications or other forms, such as name, address, Social Security number, assets and income, employment status and dependent information.
- Your transactions with us or your transactions with others, such as account activity, payment history, and products and services purchased.
- Consumer reporting agencies, such as credit relationships and credit history. These agencies may retain their reports and share them with others who use their services.
- Other individuals, businesses and agencies, such as medical and demographic information; and
- Visitors to our websites, such as information from on-line forms, site visitorship data and on-line information collection devices, commonly called "cookies."

What will we do with your protected information?

The information USI gathers is shared within our company to help us maximize the services we can provide to our customers. We will only disclose your protected information as is necessary for us to provide the insurance products and services you expect from us. USI does not sell your protected information to third parties, nor does it sell or share customer lists.

We may also disclose all the information described above to third parties with which we contract for services. In addition, we may disclose your protected information to medical care institutions or medical professionals, insurance regulatory authorities, law enforcement or other government authorities, or to affiliated or nonaffiliated third parties as is reasonably necessary to conduct our business or as otherwise permitted by law.

Our Security Procedures

At USI, we have put in place the highest measures to ensure the security and confidentiality of customer information. We will handle the protected information we receive by restricting access to the protected information about you to those employees and agents of ours who need to know that information to provide you with our products or services or to otherwise conduct our business, including actuarial or research studies. Our computer database has multiple levels of security to protect against threats or hazards to the integrity of customer records, and to protect against unauthorized access to records that may harm or inconvenience our customers. We maintain physical, electronic, and procedural safeguards that comply with federal and state regulations to safeguard all your protected information.

Our Legal Use of Information

We retain the right to use ideas, concepts, know-how, or techniques contained in any nonpublic personal information you provide to us for our own purposes, including developing and marketing products and services.

Your Right to Review Your Records

You have the right to review the protected information about you relating to any insurance or annuity product issued by us that we could reasonably locate and retrieve. You may also request that we correct, amend or delete any inaccurate information by writing to us at the above address.

Insurance Carrier Ratings

As a service to our clients, USI is furnishing an assessment by a financial rating service of the insurance companies included in our proposal. We are including the legends used by this service.

All ratings are subject to periodic review; therefore, it is important to obtain updated ratings from each service. Should you desire further information concerning the financial statements of any of the insurance companies being proposed, so that you can make your own assessment of the financial strength of the companies being offered, it is available from USI at your request.

USI has made no attempt to determine independently the financial capacity of the insurance companies that we are including in our proposal as we believe the nationally recognized services are better equipped to comment.

A. M. BEST RATINGS

A++ & A+	Superior	**D**	Poor
A & A-	Excellent	**E**	Under Regulatory Supervision
B++ & B+	Good	**F**	In Liquidation
B & B-	Fair	**S**	Rating Suspended
C++ & C+	Marginal	**NR**	Not Rated

FINANCIAL SIZE CATEGORY

(In $ Thousands)

Class I	Less than	to	1,000
Class II	1,000	to	2,000
Class III	2,000	to	5,000
Class IV	5,000	to	10,000
Class V	10,000	to	25,000
Class VI	25,000	to	50,000
Class VII	50,000	to	100,000
Class VIII	100,000	to	250,000
Class IX	250,000	to	500,000
Class X	500,000	to	750,000
Class XI	750,000	to	1,000,000
Class XII	1,000,000	to	1,250,000

Class XIII	1,250,000	to	1,500,000
Class XIV	1,500,000	to	2,000,000
Class XV	2,000,000	to	or greater

RATING "NOT ASSIGNED" CLASSIFICATIONS

NR-1 Insufficient Data

NR-2 Insufficient Size and/or Operating Experience

NR-3 Rating Procedure Inapplicable

NR-4 Company Request

NR-5 Not Formally Followed

Agency Bill Payment Options

We sincerely appreciate the opportunity to service your insurance needs. We believe good credit relationships are established by making our clients aware in advance of the terms of our payment procedures.

OUR BASIC PAYMENT PLAN IS THAT ALL PAYMENTS ARE DUE ON OR BEFORE THE EFFECTIVE DATE OF COVERAGE. THERE ARE THREE METHODS OF PAYMENT AVAILABLE:

....CASH ON EFFECTIVE DATE
....PREMIUM FINANCING BY A PREMIUM FINANCE COMPANY
....INSURANCE COMPANY PAYMENT PLAN, IF AVAILABLE

Please note that USI Insurance Services LLC and its subsidiaries and affiliates do not provide customer financing.

In some instances, you will receive invoices covering additions or changes to your coverage, endorsements. These invoices are payable upon receipt. You will receive a monthly statement of your account as a reminder as we realize that it is occasionally possible to miss a payment through oversight. Accounts with payments past due are subject to cancellation for non-payment. This is a serious situation as your insurer may refuse to reinstate coverage even if payment is made later. Accounts are subject, but not limited to, reasonable attorney fees, interest, collection fees and/or court costs incurred in connection with collection of past due balances.

PAYMENTS: Please remember to return the remittance copy of the invoice with your payment in the envelope provided. Otherwise, all payments will be applied to your oldest balance or left unapplied if we cannot identify the applicable invoice being paid.

CREDITS: Credit invoices may be applied against other invoices due us. Please indicate in your remittance or contact us as to where to apply credit invoices on your account.

These payment procedures will apply for any and all policy renewals or future business written.

If you have any questions concerning our payment procedures or any other matters pertaining to account payments, please contact your insurance representative.

Premium Summary

Coverage	Term	Carrier	AM Best Rating	Admitted or Non-Admitted	Proposed Term Premium
Worker's Compensation	2025-2026	SummitPoint Insurance Company	A	Admitted	$274,049
Risk Control Services/Fee Agreement/Live on the Levee -Special Event Policies	2025-2026	USI Insurance	N/A	N/A	$75,000
TOTAL ESTIMATED ANNUAL PREMIUM					**$349,049.00**

Binding Requirements:

- USI's "Client Authorization to Bind" signed by the insured.
- Premium Deposit - Please see Deposit Information on the previous page.
- A Signed Large Deductible Program Plan Agreement
- Loss Fund Amount of $75,000.00
- Letter of Credit or Other Collateral a Letters of Credit* (LOC) Collateral requirements:
  - Amount Required for ALL Policy Years: $705,000.00
  - Currently Holding for Historical Policy Years: $.00
  - Additional Amount Due: $705,000.00
  - *Letters of Credit are required to be in Encova's approved format and issued by a NAIC-approved bank. An Encova-approved LOC form is attached. For a list of NAIC approved banks please refer to the NAIC List of Qualified U.S. Financial Institutions.

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The following payments and documents are due prior to the effective date of your Policy or Policy Renewal.

- ❖ Premium Deposit - Please see Deposit Information on the next page
- ❖ A Signed Large Deductible Program Plan Agreement
- ❖ Loss Fund Amount of $75,000.00
- ❖ Letter of Credit or Other Collateral as specified
  - o Must be in Encova's approved format (Attached)
  - o Must be issued by an Encova-approved bank

All documents requiring a signature must be signed by an authorized representative of the Insured.

Payment Terms:

Encova- 11 Installment payments to Encova Insurance. The 1st installment of $41,107.00is due on 3/31/2025.

Bill Date	Amount Due
▪ 03/31/2025	$41,107.00
▪ 05/01/2025	$23,294.00
▪ 05/31/2025	$23,294.00
▪ 07/01/2025	$23,294.00
▪ 07/31/2025	$23,294.00
▪ 08/31/2025	$23,294.00
▪ 10/01/2025	$23,294.00
▪ 10/31/2025	$23,294.00
▪ 12/01/2025	$23,294.00
▪ 12/31/2025	$23,294.00
▪ 01/31/2026	$23,296.00

USI - Quarterly installment payments to USI Insurance Services, LLC. 1st Installment payment of $18,750 is due on 3/31/2025.

Bill Date	Amount Due
▪ 03/31/2025	$18,750.00
▪ 07/31/2025	$18,750.00
▪ 10/31/2025	$18,750.00
▪ 01/31/2026	$18,750.00

Note:

In evaluating your exposure to loss, we have been dependent upon the information provided by you. If there are other areas that need to be evaluated prior to binding coverage, please bring these areas to our attention. Should any of your exposures change after coverage is bound, such as your beginning new operation, hiring employees in new states, buying additional property, etc., please let us know so proper coverage(s) can be discussed.

Higher limits may be available. Please contact us if you would like a quote for higher limits.

Client Authorization to Bind

Important Information - Coverage cannot be bound when severe weather is threatening regardless of the expiration date.

After careful consideration of your proposal dated January 24, 2025, we accept your insurance program as presented with the following exceptions, changes, and/or recommendations:

Client Signature　　　　Date Signed

City of Charleston

This proposal is merely a descriptive summary of coverage provided by the insurance companies being proposed and should be used for reference purposes only; it is not a binder and does not amend or alter the insurance contract. Please refer to the policy contract for specific terms, conditions, limitations, and exclusions.

Self Insurance Proposal
February 19, 2025

City of Charleston
Claim Handling

Package coverages, terms, conditions, and exclusions are only briefly outlined. For complete provisions, please refer to the coverage contract.

For additional information, please contact: Member Services at (844) 986-2705 or info@riskprograms.com

WELCOME TO WVcorp

WVcorp was established in 2007 at the request of West Virginia counties seeking to break from the status quo of the commercial insurance industry and assert more control over their risk management and coverage needs. Today, we are the only self-insurance risk pool for public entities in the state. We provide coverage to more counties and county-related agencies than any other provider, and we attribute our extraordinary success to the strength of our members. As a member, you are so much more than a customer. You are a part of WVcorp itself! Our membership is at the heart of everything we do, and this member-centric focus has driven us to emerge as a leader in developing coverage solutions. We are a one-stop-shop when it comes to safeguarding your peace of mind – capable of addressing all of your risk management needs, including coverage for:

Property	General Liability	Workers' Compensation
Inland Marine	Public Officials Liability	Business Automobile
Equipment Breakdown	Law Enforcement Liability	Cyber Risk
Crime	Environmental Liability	Excess Liability Limits

WELCOME TO WVcorp

YOU'RE CHOOSING OWNERSHIP

At WVcorp, you are an owner of the program and its assets. Unlike traditional insurance providers, we have no outside owners, investors or shareholders expecting dividends or profits to be generated from our programs. Rather than profit-minded executives making decisions, we have a Supervisory Board elected from and by our members. The Board approves all major risk pool decisions, and as a voting member, you have a direct voice in the decisions that matter most to your organization.

In choosing WVcorp, you are choosing a partner that is unlike any traditional insurance provider for one reason: you are truly our primary concern.

YOU'RE CHOOSING PRICE STABILITY

No one likes surprises. The pool was founded to provide an alternative to the commercial insurance marketplace, in part based on the principle of providing price stability. This long-standing ideal has guided our decisions since day one. While the commercial market has seen considerable volatility and rate increases, and competitors have stripped away coverages to combat rate increases, the pool has enjoyed rate stability for more than a decade, even as we've consistently expanded coverages. It all adds up to giving you peace of mind that rates will remain predictable, aiding in long-term planning and budgeting.

YOU'RE CHOOSING SPECIALIZED PROTECTION

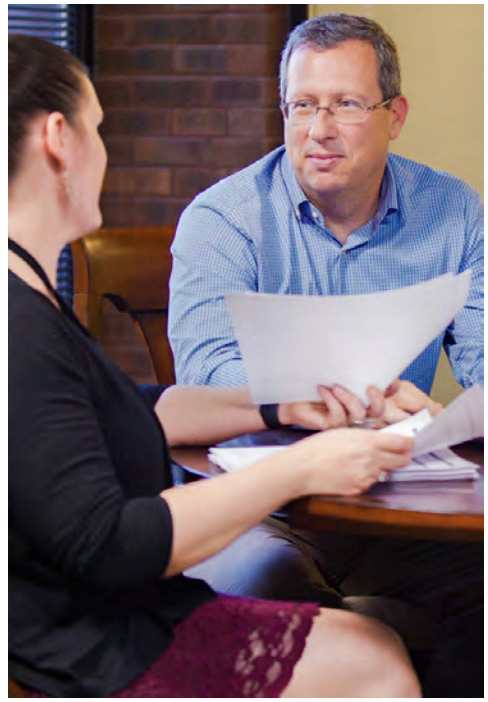
We were created by public entities, service only public entities, and are directed by our Board elected from within our membership. This gives our organization remarkable focus, and it's allowed us to grow our team with experts that know your organization and its unique needs, because serving partners like you is all we do. It also means we're able to keep ahead of regulatory and other changes as or even before they happen, adjusting coverages or creating new programs as needed.

Our expert Risk Control team works directly with members to provide employee training, safety audits, or consult on relevant risk management topics to help prevent claims from occurring. It's all part of our commitment to address your need for protection holistically.

YOU'RE CHOOSING TRANSPARENCY

We're proud of the products and services we offer, so we feel there's no need to play games or hide behind gimmicks. Although our policy period begins on July 1, renewal quotes are distributed as early as mid-March, giving you ample time to prepare your budget. We empower members to run your own loss reports at the click of a button on our website without having to request that information through an agent. Because we're partners when it comes to protecting your assets, we openly share every bit of information we have for each of your claims. With our online claim viewer, we bring you behind the curtain and give you the same access to financials and notes that our adjusters have themselves.

MEMBERSHIP HIGHLIGHTS



WEBSITE

- Intuitive, user-friendly design
- Claims reporting with instantaneous claim number
- Risk management tools and templates
- Downloadable employee training presentations and webinars
- Customizable loss reports
- Claim viewer giving access to claim summaries, financials, and adjuster notes
- Property and vehicle schedule editing tool
- Certificates of insurance request feature

RISK CONTROL

- Facility safety assessments
- Certified Playground Safety Inspectors (CPSI)
- Risk management policy creation and consultation
- In person and web-based employee training – safety, liability, human resource, cyber security, and more
- Loss analysis
- Safety committee assistance and participation
- Up to 14 hours of approved CE-credits for law enforcement
- Hot topic workshops presented at various conferences across West Virginia

For more than a decade, WVcorp has been a leader in creating innovative, member-centric solutions to the unique challenges faced by West Virginia's public sector entities. As a pool participant, you can take advantage of WVcorp's vast array of membership benefits.

WORKERS' COMPENSATION

- Medical Bill Review provides savings across multiple medical provider networks to ensure cost effective treatment
- First Fill program so employees have no “out of pocket” for prescriptions

CYBER RISK

- Comprehensive cyber risk coverage like no other West Virginia provider
- No deductible
- Optional limits up to $5,000,000
- Designated breach coach guides legal guidance on cyber incidents
- Live and webinar based cyber security training available

SERVICES

- Property valuations provided at no charge
- Investigations unit available for claim surveillance and analysis
- Tenant User Liability Insurance Program (TULIP) makes it simple to acquire short-term event coverage for facility users
- Contract and lease review to ensure adequate coverage requirements
- Safelite Auto Glass direct billing allows for quick and painless glass replacement; with a deductible waiver with glass repairs

COVERAGE

- Guaranteed replacement cost on property coverage
- No annual aggregate on general liability coverage
- Pollution liability coverage for first party and third party clean up
- Optional increased crime coverage limits available Defense
- coverage for EEOC and HCR complaints included

2024 – 2025 Workers Compensation Claim Handling Quote for City of Charleston

- Lost Time and Litigated Claims - $850 per claim
- Medical Only Claims - $200 per claim
- Minimum Handling Fee of $15,000/Maximum Handling Fee of $20,000

- WC Bill Review $7.50 Per Bill & 22% of Audit or any PPO Savings
- $5,000 for Data Migration

The City of Charleston will be responsible for any Self Insurance Assessments and Regulatory Surcharges after 3/31/2024.
WVcorp will need to create a deposit account funded by the City to pay claims since we would no longer be collecting WC premium. All billings will be quarterly.

UNDERSTAND. SERVICE. INNOVATE.

BROKERAGE SERVICE FEE AGREEMENT

THIS AGREEMENT, effective as of March 31, 2025, is by City of Charleston (City), 501Virginia Street, Charleston, WV 25301and USI Insurance Services LLC ("USI"), located at 300 Kanawha Blvd., East, Suite 310, Charleston, WV 25301.

WHEREAS, Client has appointed USI as its broker of record for Client's insurance program described below, and

NOW, THEREFORE, in consideration of the following, Client agrees to engage USI, and USI hereby agrees to perform the services described below.

1. LINES OF INSURANCE COVERAGE

THIS AGREEMENT is entered into with respect to the following line(s) of insurance coverage and for which Client agrees to retain USI as its Risk Manager & Insurance Consultant:

Liability
Workers' Compensation
Special Event Policies

2. SCOPE OF SERVICES

Risk Management

Organization for Loss Control - Safety Programs, Safety Committee Activities, Employee Training, Orientation of Seasonal Employees, Accident Reporting/ Investigation/ Follow-up Procedures, Employee Responsibilities, Management Support, ADA, Personnel Administration, Workplace Violence, Harassment, Contract Provisions, Council/ Board Training, Emergency Response/ Contingency Planning, Business Interruption

Workers Compensation- OSHA Activities, Cost Containment Programs, Return to Work, Light Duty Programs, Designated Medical Provider, Physical Demands Assessment, Hazard Communication, Ergonomics

Fleet Operations- Hiring Procedures, Background Checks, Defensive Driving Training, Safety Meetings, Vehicle Selection Criteria, Motor Vehicle Record Reviews, Inspection and Maintenance, Recordkeeping, Accident Procedures, Accident Reporting and Recordkeeping, Accident Follow-up and Review, Remedial Actions, Safety Rules, Seatbelt Use, Cell Phone Use Policy, DOT Standards, Commercial Driver Recordkeeping Practices

Public Safety- Haz Mat Programming, Mutual Aid Agreements, Infection Control

Public Works, Parks and Recreation- Complaint Procedures, Work Zone Safety, Locating/ Marking of Utilities, Lock Out Program, Confined Space Training, Trenching Cross Connection Program, Heavy Equipment Operation, Chemical and Pesticide Safety, Tree Program, Sidewalks and Streets Inspection, Parks and Recreation Facilities Inspections, Pool Operation/ Safety, Public Events, Informed Consent/ Waiver of Liability Forms, Waste and Water Treatment, Operator Qualification, Security, Sewer Inspection/ Back- up Prevention

Manage Relationships

Accountability – Ultimately accountable for all aspects of service delivery to the Client.

Direct and Organize service teams – Ensure that all teams servicing a client are fully integrated, are clear as to Client expectations, and that resources are made available.

Frequent Client contact – Establish a program for visits for regular updates, reaffirmation of plans and objectives, and for the annual stewardship review.

Monitor Client objectives – Anticipate and probe for new information to adjust USI's services or the Client's risk management programs accordingly.

Review and Address Client Needs

Client needs analysis – Understand the client's unique needs and be able to respond to those needs through the appropriate product and service offerings.

Industry knowledge – Understand the current issues in your education environment so that we can develop and maintain a responsive and dynamic risk management strategy.

Service delivery – Ensure that USI delivers high quality service, within the Client's expected timeframes, to meet or exceed the Client's expectations.

Compliance – Ensure strict adherence to laws and regulations involving the placement of insurance policies, payment of premiums, and giving and receiving of notices.

Partnership Development

Stewardship reviews – USI provides an annual stewardship review that summarizes the services provided in the previous year, special projects undertaken, coverage recommendations, and emerging issues.

Client satisfaction – USI asks for the Client's feedback on our performance annually at a minimum.

Procedural issues – USI ensure that there are written protocols in place, especially for claims handling.

As part of our ongoing assistance in managing the Client's risks, USI's account team can:

Communication and Reporting

At the beginning of our relationship with the City of Charleston and as part of an annual stewardship plan, our team of professionals will be available to meet regularly with Client representatives. USI believes regular meetings are important to address ongoing and changing exposures and frequent communication enhances our ability to satisfy the Client's business needs.

Stewardship Reporting

USI will provide the Client with an annual stewardship report. In addition to setting objectives, the report illustrates how USI service team manages the Client's risk management program and the Client's total cost of risk. The report reviews:

- Key accomplishments since the relationship inception.
- Status of goals and action plans for the current year, including our recommended renewal objectives.[1]
- An analysis of the current insurance market with projections of future conditions.
- The service team dedicated to serve you.
- USI support services, including risk control, claims, and financial services. A detailed listed of Risk Control Services are as follows:

[1] No insurance carrier or pool will be excluded from offering future renewal quotes to the City though USI unless such carriers or pools are explicitly excluded by the written direction of the City Manager.

List of Risk Control Services

USI consultants' partner with our clients to identify, target, and correct specific ergonomics issues and concerns. USI incorporates both engineering and administrative controls to reduce workplace risk factors and increase overall productivity. USI assists our Client by designing and re-designing projects to create work areas that are best suited to the staff and work processes. USI also offers a variety of training programs to educate the workforce on ergonomic principles and human factors, combining lecture and hands-on activities to maximize adult learning and retention. USI's philosophy is to use basic ergonomic principles to reduce injury, improve the overall work processes, and increase productivity. Programs are designed to sustain the improvements made after the consulting project has ended.

Injury Prevention

USI's process is to first identify the primary causes of injury and the areas in which they occur. USI targets those high frequency areas and develops customized solutions to best address and mitigate losses. USI's expertise lies in creating programs tailored to our Client's specific concerns using existing protocols and employee and management involvement to ensure that our programs are fully integrated into the existing culture and environment. USI can create customized programs addressing areas such as machine guarding, lockout/tagout, hazard communications, NFPA 101 Life Safety, manual materials handling, behavior-based safety and preventing slips, trips and falls.

Safety Management

USI's casualty specialists can provide a comprehensive examination of the Client's operational exposures. This evaluation can reveal the strengths and weaknesses of existing safety programs, management systems, and operational controls. USI will work with the Client's management team to develop and implement solutions to reduce risk.

Training and Education

Safe work practices are the key to success of any loss prevention program. Job safety education has been shown to increase not only safety performance, but quality and productivity as well. USI has developed management – and employee – oriented safety programs for many specific industries. USI maintains a technical resource library of the latest codes and applicable standards.

Fleet Safety

USI Insurance Services Fleet Services provides Clients with expertise in Department of Transportation (DOT) regulations and transportation best practices. USI consultants provide up-to-date information on state and federal regulations, provide driver training to comply with those regulations, and create customized policies specific to the Client's business. USI's goal is to provide clients and their drivers with the training and information necessary to enhance overall vehicle safety and ensure regulatory compliance.

Property Protection Consulting

USI assists our Clients in evaluating risk to their assets and determining loss scenarios to better enable them to protect and adequately insure their assets. Services include benchmarking, analyzing loss experiences, cost-benefit analysis, plan review, code dispute, and loss investigations. USI conducts interdependency studies and supply chain exposures to contingent business interruption exposures to determine vulnerabilities and solutions.

USI consultants can help the Client systematically identify critical business functions, prioritize their impact on the business, and develop cost-effective recovery strategies to minimize disruptions to these operations. Our plans address seasonal issues, supply chain, vendor and Client agreements, as well as communication protocols. USI can also assist Clients with plan maintenance and facilitate testing exercises. USI Business Continuity Practice Group is comprised of certified consultants with specific expertise in operational recovery, disaster recovery, emergency response, and crisis management.

Safety Management Seminars

USI's Loss Control Consultants (who average more than 20 years' experience) can conduct high insightful and timely seminars with managers and supervisors as our target audience. Two of our senior consultants hold teaching degrees and also have Federal Certifications as Training Instructors. USI has developed a number of seminar topics exclusively for municipality entities. USI will travel to the Client's location, provide our own audio/visual equipment and furnish all instructional materials. Depending on the topic, these seminars are usually from one to three hours in length and involve active audience participation. With adequate advance notice, these seminars can be customized to a specific target audience. Note: these seminars are proprietary in nature and the intellectual property of USI Insurance Services.

In respect to all Loss Control and Engineering services described above, USI does not offer any warranty, either express or implied, that such services shall result in either monetary savings or claim payments by insurers to Client. In addition, Client acknowledges that USI, in performing a Loss Control analysis, cannot identify or detect every possible hazard, risk or legal violation that may be present in Client's operation or premises.

The services to be provided by USI hereunder are provided for the exclusive benefit of the Client. The services, recommendations, proposals and information provided by USI are not to be distributed to, used by or relied upon by other parties. Furthermore, if the services to be provided by USI hereunder shall be deemed by Client to apply to any insurance policy/policies that was in effect prior to the effective date of this Agreement, then USI's services shall not be assumed by Client to remedy or resolve any deficiencies in such policy/policies. USI will neither assume nor accept liability for any deficiencies, errors or oversights inherent in such policy/policies until such time as USI has had adequate opportunity to review such policy/policies and to provide recommendations to Client concerning same.

Additional Services

The services described above are the only services to be provided by USI to Client under this Agreement. Any additional services requested by Client, and any related compensation, shall be separately negotiated by USI and Client and described in an amendment to this Agreement.

Notwithstanding the foregoing, to the extent that state law prohibits value added services that are unrelated to the insurance products being sold, this Agreement may be modified so that the scope of services and the corresponding compensation therefore is compliant under state law.

3. BASIS OF COMPENSATION

In consideration of the services provided by USI, Client will pay USI an annual fee of $75,000 for the second year of this agreement, and will be paid as follows:

03/31/2025	$18,750.00
07/31/2025	$18,750.00
10/31/2025	$18,750.00
01/31/2026	$18,750.00

In the event this Agreement is terminated prior to the expiration of the contract term, the fees will be prorated on a daily basis.

In the event of the renewal of this Agreement, payments of such fee installments shall continue to be made on the annual anniversaries of these payment dates.

In the event of mergers, acquisitions, or other substantial changes in Client's business which result in a material increase in the work required of USI under this Agreement, the fee set forth above shall be subject to good faith re-negotiation. **However, no renegotiation shall be valid until the Client signs a written memorandum specifying the additional compensation.** In the event that Client requests USI to place new lines of insurance, USI will be entitled to accept commissions on such placements, unless USI and Client modify this Agreement to take into account the additional services which will be provided to Client.

4. TERM OF CONTRACT

The initial term of this Agreement shall be for one year years beginning on March 31, 2025 and ending on March 31, 2026.

5. TERMINATION OF AGREEMENT

Either Party may terminate this Agreement with 60 day's written notice to the other party for any reason and at any time. All notices to the City shall be sent to the attention of the City Manager, 501 Virginia Street East, Charleston, WV 25301. All notices to USI shall be sent to the attention of Dave Stacy, USI Insurance Services LLC, 300 Kanawha Blvd., East, Suite 310, Charleston, WV 25301.

USI's obligation to render the services under this Agreement ends on the effective date of termination of this Agreement. USI will assist in the orderly transition of matters to Client or to a new insurance broker. Claims and premium or other adjustments may arise after our relationship ends, and we have no responsibility to handle these things after termination of the Agreement. Such items are normally handled by the insurance broker serving you at the time the claim or adjustment arises. However, USI may provide services after the termination of this Agreement for mutually agreed additional compensation. Nevertheless, we will, process all remaining deposit premium installments on the policy(ies) in effect at the time of change.

6. <u>ASSIGNMENT</u>

Neither Client nor USI shall assign, solicit or transfer their rights or obligations under this Agreement without prior written consent of the other, and such consent shall not be unreasonably withheld.

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7. CONFIDENTIALITY

"Confidential Information" shall mean non-public information revealed by or through a party to this agreement (a "Disclosing Party") to the other party (a "Receiving Party") including (a) information expressly or implicitly identified as originating with or belonging to third parties, or marked or disclosed as confidential, (b) information traditionally recognized as proprietary trade secrets, and (c) all forms and types of financial, business (including customer information), scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs or codes, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing.

A. As to any Confidential Information disclosed by the Disclosing Party to the Receiving Party, the Receiving Party will take reasonable precautions in accordance with procedures it follows with respect to its own important confidential information to prevent disclosure, directly or indirectly, of all or any portion of the Confidential Information.

B. Except as may be required by law or legal process, the Receiving Party agrees not to otherwise use the Confidential Information obtained hereunder in the absence of a written letter agreement with Disclosing Party. The Receiving Party further agrees to return to Disclosing Party all Confidential Information received hereunder upon written request therefore.

C. The obligations hereunder remain in full force and effect until and unless: (a) the Receiving Party can show that such Confidential Information was in the Receiving Party's possession prior to the date of the disclosure by Disclosing Party; or (b) such Confidential Information was obtained by the Receiving Party after the date of this Agreement from a party other than Disclosing Party, and the receiving party has no knowledge that said party is under an obligation of confidentiality to the Disclosing Party with respect to such information; or (c) such Confidential Information becomes generally available to the trade, or to the public, through sources other than Receiving Party; or (d) such Confidential Information is developed at any time by the Receiving Party independent of information or materials disclosed by Disclosing Party to the Receiving Party.

D. In the event that the Receiving Party is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information furnished by the Disclosing Party, it is agreed that the Receiving Party will cooperate with the Disclosing Party and provide the Disclosing Party with prompt notice of such request(s) or requirement(s) so that the Disclosing Party may seek an appropriate protective order, at its sole cost, or waive compliance by the Receiving Party with the provisions of this Agreement. If, in the absence of a protective order or the receipt of a waiver hereunder, the Receiving Party is nonetheless, in the opinion of the Receiving Party, legally required to disclose the Confidential Information forwarded by the Disclosing Party, the Receiving Party may disclose such information without liability hereunder, provided, however, that the Receiving Party shall disclose only that portion of such Confidential Information which it considers that it is legally required to disclose.

E. Upon termination of this Agreement, or upon Disclosing Party's earlier request, Receiving Party shall promptly deliver to Disclosing Party all Confidential Information and any other material which Disclosing Party furnishes to Receiving Party in connection with this Agreement.

8. INTELLECTUAL PROPERTY

USI shall retain all title, copyright, patent, trademark, and all other intellectual property rights to all USI developed computer programs models and tools and to their output and to all USI developed methodologies and documents used in performance of the services under this agreement.

9. CONFLICTS OF INTEREST

USI shall report immediately to Client any circumstance in which USI is in a conflict-of-interest and cannot provide the services in accordance with the terms of this Agreement. Promptly thereafter, we shall meet and discuss in good faith what steps need to be undertaken with respect to the services and the provision thereof by USI.

10. PREMIUM /HANDLING OF FUNDS

Client shall provide immediately available funds for payment of premium by the payment dates specified in the insurance policies, invoices, or other payment documents. Failure to pay premium on time may prevent coverage from incepting or result in cancellation of coverage by insurers.

USI will handle any premiums you pay through us and any funds which we receive from insurers or intermediaries for payment or return to you in accordance with the requirements or restrictions of applicable state and federal laws and regulations.

In the ordinary course of business USI will receive and retain interest on premiums paid by Client from the date we receive the funds until we pay them to the insurers or their intermediaries, or until we return them to Client after we receive such funds.

11. SURPLUS LINES TAXES AND OTHER FEES

In the event that USI or a USI affiliate procures coverages for Client from a surplus lines insurance company, Client will be responsible for payment of surplus lines taxes on such coverage. Client will also be responsible for payment of fees or surcharges required by law. In all such cases, USI will endeavor to identify such taxes and fees to Client, but the liability for payment of these taxes, fees and surcharges is assumed by Client. USI will not under any circumstances pay, transmit or be responsible for the payment of any surplus lines tax or fee.

12. USI'S POLICY REGARDING COMPENSATION FROM INSURERS AND INTERMEDIARIES

As a licensed insurance producer, USI is authorized to confer with or advise our clients and prospective clients concerning substantive benefits, terms or conditions of insurance contracts, to sell insurance and to obtain insurance coverages for our clients. The Client agrees to pay compensation to USI for the placement of insurance pursuant to this written agreement. We may also receive from insurers and insurance intermediaries (which may include USI affiliated companies) additional compensation (monetary and non-monetary) based in whole or in part on the insurance contract we sell, which is contingent on volume of business and/or profitability of insurance contracts we supply to them and/or other factors pursuant to agreements we may have with them relating to all or part of the business we place with those insurers or through those intermediaries. Some of these agreements with insurers and/or intermediaries include financial incentives for USI to grow its business or otherwise strengthen the distribution relationship with the insurer or intermediary. Such agreements may be in effect with one or more of the insurers with whom the Client's insurance is placed, or with the insurance intermediary we use to place the Client's insurance. Such agreements do not affect or modify in any way USI's responsibilities to the Client. The Client may obtain information about the nature and source of such compensation expected to be received by USI, and, if applicable, compensation expected to be received on any alternative quotes pertinent to the Client's placement upon Client's request.

Generally speaking, USI will annually receive from the various insurers with which it places risks about 1% to 1.5% of its total annual premium placements as contingent compensation. Historically, such compensation has been computed based upon a variety of factors and variables, including but not limited to the loss history of Client's coverages, the volume of total coverages placed by USI with the insurer, the period of time over which the coverages were placed with the insurer, and other considerations. In any event, the Client is invited to obtain as much detail as it wishes from USI on the computation of the particular contingent compensation applicable to its placement.

13. REPORTING CHANGES IN EXPOSURE

Client shall promptly notify USI with respect to all material changes in exposure and all changes in loss-related information. USI shall promptly notify the affected insurance companies of such changes.

14. INSURER SOLVENCY

USI does not guarantee the solvency of any insurer with which it places Client's risks.

15. SEVERABILITY

If any part, term, or provision of this Agreement shall be found by a court to be legally invalid or unenforceable, then such provision or portion thereof shall be performed in accordance with applicable laws. The invalidity or unenforceability of any provision or portion of any contract document shall not affect the validity of any other provisions or portion of this Agreement.

16. AGREEMENT CONSTRUED UNDER STATE LAWS

This Agreement is to be executed and performed in the State of West Virginia and shall be construed in accordance with the laws of such State.

17. CHANGES TO BE IN WRITING

This Agreement may be amended only by a written agreement executed by both USI and Client.

18. WAIVERS

The failure of USI or Client to insist on strict compliance with this Agreement, or to exercise any right(s) hereunder shall not be construed as a waiver of any of the rights or privileges contained herein.

19. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties with respect to its subject matter. This Agreement supersedes all prior agreements, arrangements and understandings between the parties, whether oral or written, with respect to its subject matter.

20. RECORD RETENTION

USI will retain its records of all matters relating to this Agreement in accordance with USI's record retention policy, (a copy of which will be made available to Client upon request), and all applicable laws and regulations.

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IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year first above written.

USI Insurance Services LLC	**City of Charleston**
Signature	Signature
Print Name	Print Name
Title	Title
Date	Date

LARGE DEDUCTIBLE PLAN SUMMARY

NAMED INSURED: City of Charleston

PROGRAM EFFECTIVE DATE: 3/31/2025

POLICY NUMBER(S): WCS3013936

POLICY PERIOD: 3/31/2025 – 3/3/2026

The following applies to your **LARGE DEDUCTIBLE PLAN**:

DEDUCTIBLE PLAN PREMIUM

Deductible Plan Premium is calculated as follows:

Per the classes, rates and rating values provided in the Extension of Information Page Classification of Operations (WC 99 06 00)

****The above net rates do not include charges for residual market charges, assessments, fees, premium taxes, surcharges or other additional charges that may be imposed by applicable state or federal law.**

DEDUCTIBLE AMOUNT

Your Large Deductible Endorsement sets out the following Deductible Amount for each type of coverage selected under your Large Deductible Plan: **$300,000.00**. These amounts are retained by you. Your Deductible Amount includes Allocated Loss Adjustment Expenses.

DEDUCTIBLE PLAN CLAIM HANDLING CHARGES

Deductible Plan Claim Handling Charges are calculated as follows:

Basis: 10% of Deductible Plan Paid Loss

Subject to the following limit per Claim: $30,000.00

POLICY AGGREGATE LIMIT

Your Large Deductible Plan is subject to the Policy Aggregate Limit, as follows:

The Policy Aggregate Limit is $1,000,000.00

MINIMUM DEDUCTIBLE PLAN COST

Your Minimum Deductible Plan Cost is $0.00, which does not include any residual market charges, assessments, fees, premium taxes, surcharges or other additional charges that may be imposed by applicable state law.

DEDUCTIBLE PLAN COLLATERAL REQUIREMENTS

Collateral Requirements for Large Deductible Plans carry over from previous policy periods. Collateral may be applied to your Obligations to us, including, but not limited to, Obligations arising from polices listed in the Schedule of Policies.

Collateral Requirements:

Letters of Credit (LOC) Requirements:

Amount Required for ALL Policy Years:	$705,000.00
Currently Holding for Historical Policy Years	$475,000.00
Additional Amount Due 3/31/2025:	**$230,000.00**

Loss Fund Collateral Requirements:

Amount Required for ALL Policy Years:	$75,000.00
Currently Holding for Historical Policy Years:	$75,000.00
Additional Amount Due 3/31/2025:	**$0.00**

PAYMENT

Deductible Plan Premium Payments are required in accordance with your Policy Installment Plan Schedule.

Deductible Plan Collateral Requirement as Additional Letter of Credit of $230,000.00 is due in full on 3/31/2025.

Deductible Plan Paid Loss Payments
Commencement: Program Effective Date
Billing Frequency: Monthly, the first day of each month after Commencement
Billing Basis: Deductible Plan Paid Loss

Deductible Plan Claim Handling Charge Payments
Commencement: Program Effective Date
Billing Frequency: Monthly, the first day of each month after Commencement
Basis: Percentage of Deductible Plan Paid Loss

MISCELLANEOUS CHARGES

Residual market charges, surcharges or additional charges by whatever name imposed by the insurance regulator of any state on the premium or on the deductible credit are included in the payments you are required to make under the Policy terms. The class rates listed in the Deductible Plan Premium portion of this Large Deductible Plan Summary do not include any residual market charges, surcharges or other additional charges that may be imposed by applicable state law.

EXHIBITS

The following Exhibits are incorporated herein by reference:

Schedule of Policies
Exhibit B Loss Fund Collateral
Exhibit C Letters of Credit as Collateral

LARGE DEDUCTIBLE PLAN AGREEMENT

This Large Deductible Plan Agreement ("Agreement") is made as of the Program Effective Date, referenced on the Large Deductible Plan Summary ("Plan Summary"), between you and us. As used in this Agreement the words "we", "us", "our" and "Encova" mean Motorist Commercial Mutual Insurance Company, BrickStreet Mutual Insurance Company, AlleghenyPoint Insurance Company, NorthStone Insurance Company, SummitPoint Insurance Company, and PinnaclePoint Insurance Company, but only to the extent such company or companies have issued Policies or are performing services for you under this Agreement. The words "you" and "your" mean and include, collectively, the employers referenced in Item 1 of the Information Page(s) of the workers compensation Policy(s), the Schedule of Named Insureds Endorsement of the workers compensation Policy(s), and any employer(s) referenced in the Large Deductible Plan Summary. "The parties" refers to you and us collectively.

This Agreement represents the agreement the parties have reached whereby we will provide to you certain insurance coverages and services for the Policies we have issued pursuant to this Agreement, which Policies are incorporated herein by reference.

In consideration of the mutual promises contained in this Agreement, the parties agree as follows:

ARTICLE 1: DEFINITIONS

The following terms have special meaning in this Agreement. All defined terms should be equally applicable to both the singular and plural.

1.1. **Allocated Loss Adjustment Expense or ALAE** means claims expenses directly allocated by us to a particular claim whether or not benefits are paid to the claimant(s). Such expense shall not include the salaries of our employees; provided, however, ALAE may include pro-rated expenses of salaried employees who perform services that are directly allocated to the handling of a particular claim. ALAE includes the following costs which can be directly allocated to a particular claim:

1. Fees of attorneys or other authorized representatives, where permitted, for legal services, including expenses of subrogation, whether by outside vendors or our internal staff representatives (our employees).

2. Court, Alternate Dispute Resolution and other specific items of expense whether incurred by an outside vendor or by one of our employees, including but not limited to:

    a. Medical examinations of a claimant to determine the extent of our liability, degree of permanency or length of disability;

    b. Expert medical or other testimony (including physician and other medical provider depositions);

c. Autopsy;

d. Witnesses and summonses;

e. Copies of documents such as birth and death certificates and medical treatment records;

f. Arbitration fees;

g. Fees or costs for surveillance or other professional investigations which are conducted as part of the handling of a Claim; and

h. Appeal bond costs and appeal filing fees.

3. Medical cost containment expenses incurred with respect to a particular Claim, whether by an outside vendor or done internally by an employee for the purpose of controlling losses, to ensure that only reasonable and necessary costs of services are paid. The expenses include but are not limited to:

a. Bill auditing expenses for any medical or vocational services rendered, including hospital bills (inpatient or outpatient), nursing home bills, physician bills, chiropractic bills, medical equipment charges, pharmacy charges, physical therapy bills, medical or vocational rehabilitation vendor bills;

b. Hospital and other treatment utilization reviews, including precertification/preadmission, and concurrent or retrospective reviews;

c. Preferred Provider Network/Organization expenses; and

d. Medical fee review panel expenses.

4. Expense(s) not defined as losses which are directly related to and directly allocated to the handling of a particular Claim that are required to be performed by statute or regulation

5. The following shall not be included as "Allocated Loss Adjustment Expense":

a. Salaries, overhead and traveling expenses of our employees, except for our employees while doing activities previously listed as allocated expenses.

b. Fees paid to independent Claims professionals or attorneys (hired to perform the function of Claim investigation normally performed by Claim adjusters) for developing and investigating a Claim so that a determination can be made of the cause, extent or responsibility for the injury or disease, including evaluation and settlement of covered Claims; except that, in matters involving the investigation of West Virginia Employers’ Liability claims, ALAE shall include fees paid to an attorney for developing and investigating a Claim so that a determination can be made of the cause, extent or responsibility for the injury or disease, including evaluation and settlement of covered Claims.

1.2. **“Audited Exposure Base”** means your total payroll and all other remuneration paid or payable during the policy period for the services of all your officers and employees engaged in work covered by your policy and all other persons engaged in work that could make us liable for Workers’ Compensation insurance coverage (Part One) under the policy terms as audited by us. Inclusions and exclusions to payroll and remuneration are calculated in accordance with the statutes and rules of the applicable state or jurisdiction or rating organization as applicable.

1.3. “**Cash Collateral”** means any cash funds we hold to secure your Obligations. These funds may be comingled with other similar cash collateral or kept in separate accounts at the sole discretion of Encova.

1.4 **“Cash Trust”** means an irrevocable trust held by a financial institution approved by Encova, naming Encova as the sole beneficiary, funded by you with cash and/ or marketable securities.

1.5. "**Claim**" shall be any request or demand for consideration of payment or investigation of a **Deductible Plan** Paid Loss with respect to the Policies.

1.6. “**Collateral**” means security for your Obligations which you are required to provide to us pursuant to this Agreement and which is acceptable to us in form, content, issuer and amount.

1.7. “**Deductible Plan Premium**” is the amount we charge for our non-risk bearing expenses and risk bearing expenses for policies subject to a Deductible Plan.

1.8. “**Deductible Amount**” shall mean the limit on losses for each type of coverage selected under your Large Deductible Plan applicable to any Policy. The Deductible Amount part of the Plan Summary denotes that Allocated Loss Adjustment Expense is included in Deductible Amount.

1.9. “**Policy Aggregate Limit**” is, subject to the amount or methodology for calculation, as applicable, listed in the Policy Aggregate Limit part of the Plan Summary, the most we will charge you for Deductible Plan Paid Losses listed therein. Deductible Plan Claim Handling Charges are not part of the Policy Aggregate Limit and will continue to be billed and payable until the Policy Aggregate Limit is reached. Surcharges and Assessments associated with these losses are not part of the Policy Aggregate Limit but will continue to be billed and payable after the Policy Aggregate Limit is reached. The Policy Aggregate Limit is subject to the Minimum Policy Aggregate Limit.

1.10. “**Minimum Deductible Plan Cost**” is listed in the Minimum Deductible Plan Cost part of the Plan Summary and is the least we will charge you for the Deductible Plan Premium for the Policies included in the Large Deductible Plan.

1.11 “**Minimum Policy Aggregate Limit**” is listed in the Policy Aggregate Limit part of the Plan Summary, as applicable. In the event the Policy Aggregate Limit is subject to a methodology for calculation, the Policy Aggregate Limit will never be less than the Minimum Policy Aggregate Limit.

1.12. **“Obligation” or “Obligations**” means any indebtedness or liability of any kind owed or owing by you to us, whether direct or indirect, joint or several, now existing or hereafter arising in connection with this Agreement including Ultimate Losses, the Policies and related premiums, any past or future insurance program agreements, any agreements or attachments incorporated herein by reference, and any other similar agreements with any of our subsidiaries, and all costs and expenses, including, but not limited to, claims administration costs, attorneys' fees and costs, allocated loss adjustment expense, and any interest and penalties on benefits incurred by us in enforcing your Obligations to us.

1.13. "**Paid Loss(es)**" or "**Deductible Plan Paid Loss(es)**" means losses actually paid by us (inclusive of ALAE) limited by the Deductible Amount and Policy Aggregate Limit.

1.14. "**Ultimate Losses"** means losses incurred under the policy, within the respective deductibles plus future loss development and the amount of losses incurred but not reported, as estimated by us. Ultimate Losses will include ALAE, as estimated by us. Ultimate Losses incurred under the policy will be estimated using our internal methodologies applied in a commercially reasonable fashion.

1.15. **"Letter of credit" or "LOC"** means a clean and irrevocable agreement to pay Obligations owed to us, issued by a financial institution that is in form, content and issuer satisfactory to us, with us as the beneficiary, which shall be deemed automatically extended without amendment for one year from the expiration date, or any future expiration date, unless at least sixty (60) days prior to any expiration date, we notify you that we elect not to extend the LOC.

1.16. **"Loss Fund" and "Fund"** means the amounts of cash collateral paid and payable by you to Encova pursuant to this Agreement used to pay or reimburse Encova for your Obligations, including, but not limited to benefits and ALAE paid under the deductibles provisions of the policy, claims administration costs, and your other Obligations.

1.17. **"Policy Installment Plan Schedule"** means the time or times for payment of the Deductible Plan Premium as set forth in accordance with the terms of your Policy or endorsements thereto.

1.18. **"Surety Bond"** means a bond issued by a surety or guarantor approved by Encova in a form and content we have approved to pay or reimburse Encova for your Obligations to us.

ARTICLE 2: CONSENT

Your Obligations under this Agreement are rated and priced in accordance with the terms of our Large Deductible Plan. The parties recognize and acknowledge that you are paying certain rates and charges for your Obligations that may be more or less than the sum of charges that would be part of filed and approved rating plans for the underlying insurance coverages. Further, you acknowledge and agree that individual state rating plans may require us to show rates and rating values on our Policy or Policies that are different from any rate, rating value or class rate shown in the Large Deductible Plan Summary. To the extent that this is the case, you acknowledge that you have negotiated and consented to the prices and rates set forth in this Agreement.

ARTICLE 3: PAYMENT

This Article sets forth the manner in which certain of your Obligations will be paid. All of the dates and frequencies referenced herein are set forth in the Payment section of the Plan Summary. The parties have agreed that these Obligations will be paid as follows:

3.1. **Deductible Plan Premium.**

You will pay to us the amounts as set forth in the Payment section of the Plan Summary.

You will pay any additional amount or we will credit any overpayment of the aforesaid charges as may be subsequently determined by audit and/or other adjustment at the time of such audit and/or other adjustment as provided for in the Policy or this Agreement.

3.2. **Deductible Plan Collateral.**

We require security in the amount set forth in the Deductible Plan Collateral Requirements part of the Plan Summary. The security amount(s) as set forth in the Deductible Plan Collateral Requirements part of the Plan Summary are to be provided to us on or prior to, the effective date of this Agreement. We reserve the right to increase or decrease the amount or to change the items they represent at any time to include, among other things, our estimates of Ultimate Losses. You shall make additional deposits and payments as may be required by us as indicated in our notice to you that additional funds are required.

3.3 **Billing and Adjustment Terms and Conditions for Payment of Losses, Deductible Plan Claim Handling Charges, and Miscellaneous Charges.**

1. Payment of **Deductible Plan Paid Loss** and Deductible Plan Claim Handling Charges associated with your Policies are subject to the terms of the Plan Summary.

2. Commencing on the **Deductible Plan Paid Loss Payment** commencement date in the Payment section of the Plan Summary, we will bill you according to the **Deductible Plan Paid Loss Payment** billing frequency and billing basis, for an amount equal to the total Deductible Plan Paid Loss.

3. Commencing on the Deductible Plan Claim Handling Charges Payment commencement date, we will bill you according to the Deductible Plan Claim Handling Charges Payment billing frequency and billing basis, for an amount equal to the total Deductible Plan Claim Handling Charges.

4. We will also bill you for any sums due pursuant to your requirement to indemnify and hold us harmless as set forth in this Agreement, as such Obligations arise.

5. You agree to reimburse us for any sums due under this Agreement on or before the due date listed on any invoice you receive from us.

3.4 **Plan Adjustments.**

1. **Deductible Plan Premium Adjustment.** Subject to any Minimum Deductible Plan Cost as set forth in the Large Deductible Plan Summary, we will compare your audited Deductible Plan Premium with the amount paid to us as your estimated Deductible Plan Premium.

2. **New Taxes, Assessments or Surcharges.** In the event that a state or other jurisdiction, in accordance with future law, determines that we are liable for payment of any new taxes, assessments, or surcharges (other than taxes solely based upon our net income) with respect to any aspect of this Agreement, you agree to reimburse us for the amount of any such new taxes, assessments or surcharges, any interest expense assessed against or incurred by us before or after payments of such amounts, and any other charges, penalties or fines in connection therewith, including, but not limited to, attorneys' fees that we may sustain in connection with such amounts. Any such amount shall be due and payable in accordance with our invoice.

3. **Applicable to All Adjustments.** For all the aforementioned adjustments, we will either return or credit against other sums due or which may be due in the reasonable future from you any overpayments of such amounts or bill you for any deficiencies in such payments. Any such adjustment bill shall be payable as indicated on our invoice to you. In the event of a default as defined herein ("V. Defaults and Remedies"), we may hold overpayments as security for the payment or performance of any of your Obligations to us. Any return or credit of such amounts shall not be an admission that all Obligations have been paid or performed.

3.5 **Payment Terms.** You agree to pay each bill or invoice which is submitted to you in accordance with the payment terms set forth in such bill or invoice. If no payment terms are stated on such bill or invoice, payment shall become due within thirty (30) days of the date of such bill or invoice.

3.6 **Right of Offset.** We may offset any balance due from you under this Agreement or any other such agreement heretofore or hereafter entered into between ourselves.

3.7 **Collection Costs and Damages.** Within five (5) days of our demand, you shall reimburse us for any and all costs and expenses, including, but not limited to, attorneys' fees, incurred by us in connection with the collection or enforcement of any of your Obligations to us. In addition, with respect to any of your Obligations that remain outstanding beyond the due date, you agree that we may charge you interest on that Obligation. If we choose to exercise this option, interest shall accrue at the monthly rate of one and one-half percent (1.5%) or, if such rate is impermissible under applicable law, the maximum lawful, non-usurious rate that may be charged.

ARTICLE 4: CANCELLATION

4.1. If a Policy Aggregate Limit is calculated using the Audited Exposure Base, and such Policy is canceled by either party prior to its expiration, for the purpose of calculating your Policy Aggregate Limit, the Audited Exposure Base for that Policy shall be calculated by adding the Audited Exposure Base from the beginning of the Policy period to the date of cancellation and the estimated Exposure Base for the balance of the original Policy period.

4.2. If, pursuant to the conditions of any Policy, such Policy is canceled by either party prior to its expiration, the Deductible Plan Premium will be calculated by using your Audited Exposure Base from the beginning of the Policy period to the date of cancellation subject to Minimum Deductible Plan Cost.

4.3. If, pursuant to the conditions of any Policy, such Policy is canceled prior to expiration, your audited Deductible Plan Premium(s) will be calculated by using your Audited Exposure Base from the beginning of the Policy period to the date of cancellation subject to any Minimum Deductible Plan Cost set forth in the Deductible Plan Premium part of the Plan Summary.

ARTICLE 5: COLLATERAL

This Article sets forth provisions dealing with all forms of collateral. These provisions are in addition to any provisions set forth in the attached Collateral Exhibits and the Collateral Agreement(s).

5.1. If you request and we agree that Collateral to secure all or a portion of your Obligations will be provided by one of your successors, or by one of your affiliates, divisions or subsidiaries which is a named insured on any of the Policies listed in your Policy or on this Agreement, any past Agreements or any renewal Agreements or Amendments, and the Collateral is in fact so provided, you agree that the entity providing the Collateral is bound by all of the terms and conditions of this Agreement, including but not limited to the provisions that the Collateral provided secures all Obligations under this Agreement and under all of the Policies (regardless of the amount of Collateral provided by that entity) and that the duties and Obligations of that entity and you and your other successors and affiliates, divisions and subsidiaries are joint and several.

5.2. Change in Regulatory Requirements. In the event an insurance regulatory authority promulgates a change in law or regulation which requires a change to the form of, or an increase in the total amount of, Collateral we hold, in order to comply with the law/regulation, you agree to provide such alternative form of Collateral (or increased amount of Collateral) within fifteen (15) days after your receipt of our notice of the need for any such changes.

5.3. Commutation. Any time after the termination of the policy period, we may agree to release you from any and all Ultimate Losses for the policy period identified in the Plan Summary, whether billed or unbilled, whether reported or unreported and whether known or unknown; provided that, in consideration for such a release, you provide proper payment as mutually agreed by the parties.

5.4. You hereby grant to us, and we hereby assert, a continuing security interest in and lien of ownership by possession and by the terms of this Agreement upon all Collateral to secure your Obligations as calculated by us. You shall have no claim or interest in your Collateral or any other amounts paid to us unless and until your Obligations shall have been paid and satisfied in full and released by us.

5.5. We may hold the Loss Fund funds in any account in our name and with any financial institution as we determine in our sole discretion. We may commingle the Loss Fund funds with our own funds or the funds of other insureds. Cash posted by you will be placed in a cash account. We will credit to you, through the cash account, interest accrued for the quarter on the daily cash balances calculated at the rate received on the class one money market fund in which we invest such funds. Yields will vary with market rates over the term of the policy; however, we do not guarantee any particular rate of return on the funds. We may alter the particular money market instrument in which such funds are invested but will invest in similar short term highly liquid instruments.

5.6. We shall have the exclusive right to withdraw monies from the Loss Fund to pay or reimburse us for any and all of your Obligations owing under this Agreement and the policy without further notice or demand to you.

5.7. We shall have the exclusive right to draw on the Letters of Credit or any other Collateral to pay or reimburse us for any and all of your Obligations owing under this Agreement and the policy without further notice or demand to you.

5.8. We shall have the exclusive right to draw on Cash Collateral to pay or reimburse us for any and all of your Obligations owing under this Agreement and the policy without further notice or demand to you.

5.9. You agree that we may continue to require and hold any Collateral as security for the payment of your Obligations after any cancellation, non-renewal, or replacement of the policy and until we determine, in our reasonable discretion, that we no longer have a need to hold the Collateral because you have no further Obligations. Such determination will follow our standards for loss development of Ultimate Losses.

5.10. We may combine your Collateral with other forms of Collateral posted by you to fully collateralize your Obligations.

5.11. On a periodic basis following the expiration of the policy, we shall review and re-determine the amount of your Obligations and the Collateral amount required pursuant to this Agreement and the policy.

5.12. You and we agree that nothing in this Agreement will constitute or be construed as a waiver of any rights we may have in each instance in which your Obligations for any reason are not fulfilled.

ARTICLE 6: DEFAULTS AND REMEDIES

6.1. You will be in default if you:

1. fail to pay any amount to us when due, or

2. fail to perform any Obligation or to satisfy any requirements under any Policy(ies), Agreements, or any agreements incorporated herein by reference or other similar agreement(s) with us, or

3. fail to deliver to us within the time period specified or fail to continue to maintain any Letter of Credit or any other Collateral or any renewal, replacement or amendment thereof required by this Agreement, or

4. become insolvent or unable to pay your debts as they become due or are declared bankrupt or insolvent, or if a debtor relief proceeding has been brought by or against you, or

5. make misrepresentations to us or breach any representations you have made to us.

6.2. If you are in default, then we will be entitled to immediately terminate some or all of your rights to defer payment of your Obligations, as such rights are set forth in the Policy and this Agreement and we shall be entitled to immediately:

1. Consider due and payable all of your Obligations to us including, but not limited to, those Obligations accruing in the future, and/or

2. Satisfy amounts due us by drawing up to the full amount of any Letters of Credit, other Collateral, and/or Cash Collateral held by us (whether pursuant to this Agreement or otherwise) and applying the proceeds to these amounts due and/or by continuing to hold the proceeds of the Letters of Credit, other Collateral, and/or Cash Collateral until such time as we have determined your Obligations to us to be final, and/or bill you for all amounts that remain outstanding, and/or

3. Terminate your insurance program or any insurance Policy issued thereunder and cancel or nonrenew your Policy(ies), and/or

4. Pursue any and all other legal and equitable rights and remedies available to us under applicable law.

6.3. After any default, at such time or such intervals of time as we determine, we may recalculate your Obligations pursuant to the terms of this Agreement and exercise at such time, or successively at such intervals, any of our rights and remedies described in this Agreement until we determine that your Obligations are final.

You agree that any credit or return due to you pursuant to the terms of this Agreement will be held by us as security for payment of any future Obligations that may develop. We may hold the proceeds of the Letters of Credit, other Collateral, and/or Cash Collateral, and we may, from time to time, apply such Letter of Credit, other Collateral, and/or Cash Collateral proceeds to any of your Obligations to us. We will return any Letters of Credit, other Collateral, and/or Cash Collateral or proceeds therefrom we have not applied to Obligations to the issuing bank, when we deem that all Obligations finally developed have been paid, or when we, in our sole discretion, decide that we no longer need Collateral.

6.4. If you are in default of this Agreement and we decide to exercise our right to draw on the Letters of Credit, other Collateral, and/or Cash Collateral, you acknowledge and agree that whatever Encova company is named as beneficiary or Obligee in any Letters of Credit, other Collateral, and/or Cash Collateral issued pursuant to the requirements of this Agreement has the authority and ability to draw on the Letters of Credit, other Collateral, and/or Cash Collateral as an agent for any and all Encova company(ies).

ARTICLE 7: GENERAL

7.1. Acquisitions/Mergers and New Operations. You agree to notify us in the event you acquire any additional exposure during the term of this Agreement including, but not limited to, a merger, acquisition, or a new operation. We reserve the right to separately underwrite any additional exposure. Should we agree to include the additional exposure(s) under this Agreement, you agree that we may re-price or change the terms of this Large Deductible Plan, including the Policy Aggregate Limit.

7.2. Arbitration. Any controversy, dispute, claim or question arising out of or relating to this Agreement, including without limitation its interpretation, performance or non-performance by any party, or any breach thereof (hereinafter, collectively, controversy) shall be referred to and resolved exclusively by three arbitrators through private, confidential arbitration conducted in Charleston, West Virginia. Such arbitrators shall be disinterested, neutral individuals who have experience and qualifications in the subject matter of the controversy. One arbitrator shall be chosen by each party and the third by the two so chosen. If either party refuses or neglects to appoint an arbitrator within thirty (30) days after receipt of written notice from the other party requesting it to do so, the requesting party may choose a total of two arbitrators who shall choose the third. If the arbitrators fail to select the third arbitrator within ten (10) days after both have been named, the party plaintiff shall notify the American Arbitration Association (AAA) who shall appoint the third arbitrator. The AAA shall select an arbitrator who is disinterested, neutral and who has experience and qualifications in the subject matter of the controversy. Each party shall bear the expense of its own arbitrator and shall jointly and equally bear the cost of the third arbitrator. In the event of the death, disability or incapacity of any arbitrator, a replacement shall be named pursuant to the process which resulted in the selection of the arbitrator to be replaced. The majority decision of the panel shall be final and binding upon the parties to this Agreement. Judgment may be entered upon the award of the arbitrators in any court of competent jurisdiction. Except as otherwise specifically provided, the arbitration of any controversy shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association.

7.3. Applicable Law. This Agreement shall be governed by the internal laws of the State of West Virginia, without regard to West Virginia's rules regarding conflict of laws. This choice of law provision applies to this Agreement and not to coverage disputes which may arise in connection with Claims or suits brought against the Policies. Venue for any dispute, claim or cause of action arising from this Agreement or the interpretation of this Agreement shall be Kanawha County, West Virginia.

7.4. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

7.5. Entire Agreement. This Agreement and the Plan Summary, including any Exhibits referenced in the Plan Summary, and any Policies or other documents incorporated herein by reference, constitute the entire agreement of the parties with respect to the subject matter hereof and may not be amended or modified except pursuant to a written agreement executed by authorized officers of both parties; however, except as set forth below, neither this Agreement nor any other Collateral delivered hereunder releases or supersedes any Collateral which you have provided or are obligated to provide as security for your Obligations to us, and all such Collateral shall remain in full force and effect until expressly released by us in writing pursuant to the terms of the agreement(s) under which it was provided. Notwithstanding the foregoing, you agree that, at our option, any Collateral you have provided us prior to the date of this Agreement in connection with insurance programs shall be subject to all the terms of this Agreement. This shall include but is not limited to the provisions of this Agreement, whereby the proceeds of such Collateral may be used to satisfy your Obligations to us. If, for any reason, such Collateral may not be subject to the terms of this Agreement, then such Collateral shall remain subject to the terms of the agreement(s) under which it was provided to us.

7.6. Executory Duties. The parties agree that, due to the unique rating features of this program, future performance of the terms of this Agreement by both parties is necessary and material to the accomplishment of the goals of this Agreement and that the parties have exchanged valuable consideration and will exchange consideration in the future. In support of these goals, the parties further agree, subject to applicable state and federal law, that the parties have unperformed material duties which are executory, including, but not limited to:

1. Payment of Obligations; and

2. Cooperation in the furnishing of information regarding Claims pursuant to the terms and conditions of the Policies; and

3. Cooperation with us in the defense of Claims pursuant to the terms and conditions of the Policies; and

4. Investigation, administration and payment of Claims against you pursuant to the terms and conditions of the Policies.

5. The parties agree that this program affords benefits to you by virtue of the unique rating feature. Such benefits include, but are not limited to, protection from workers' compensation casualty loss.

7.7. Failure of Enforcement. Our failure to enforce at any time any of the provisions of this Agreement, or to exercise any option which is herein provided, or to require at any time performance by you of any of the provisions hereof shall in no way be construed to be a waiver of such provisions, nor in any way to affect the validity of this Agreement or any part thereof, or our right to thereafter enforce each and every provision of this Agreement or to exercise any right or remedy available to us under applicable law.

7.8. Financial Information - Other Books and Records. You will furnish us with such financial information and other books and records as we may request from time to time, including but not limited to certified financial statements on an annual basis. We agree to treat your financial information and other books and records as we may request as confidential information. We agree not to disclose your confidential information to any person or party that is not an agent, co-insurer, reinsurer, or service provider (in each instance, only when such person or party is subject to substantially similar confidentiality obligations, and only as necessary to enable us to provide insurance-related services to you) without your prior consent. "Confidential Information" shall not include information that: (1) at the time of disclosure, is in the public domain; (2) shall become part of the public domain after disclosure other than as a consequence of a breach of this Agreement by us; (3) is obtained by us from a third person who, insofar as is known to us, is not prohibited from transmitting the information to us; (4) is approved for release by written authorization of you; or (5) is already known by us prior to your disclosure.

7.9. Hold Harmless. You may be required to provide evidence of insurance to interested persons, boards, bureaus, lessors, or other organizations. Your agent or broker will provide such evidence of insurance. You agree to indemnify and hold us harmless against any and all claims, settlements, lawsuits, payments, penalties, administrative proceedings, judgments, damages, interest charges, costs or expenses, including attorneys' fees, resulting from or arising out of or in connection with the issuance of the evidence of insurance. These hold harmless provisions survive termination of this Agreement.

7.10. Legal Agreement. Nothing contained in this Agreement shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision of this Agreement and any law or regulation contrary to which the parties have no legal right to contract, the latter shall prevail; provided however, in such event the provision so affected shall be limited only to the extent necessary to permit compliance with the minimum legal requirement, and all other provisions of this Agreement shall continue in full force and effect.

7.11. Negotiated Agreement. The parties have read this Agreement and they have had a full opportunity to evaluate this Agreement along with all transactions and other matters contemplated by this Agreement. The parties have had the opportunity to consult with, and have consulted with, business advisors and counselors of their choice in connection with this Agreement. If any provision of this Agreement is found ambiguous by a court or arbitration panel, such provision shall not be construed against either party based on that party's alleged drafting of such provision.

7.12. Notices. Unless otherwise provided in this Agreement, all notices, directions, requests, demands, acknowledgments and other communications required or permitted to be given or made under the terms of this Agreement, particularly when made for any reason other than those addressed in the Payment portion of the Summary and Article 3, in shall be in writing and shall be deemed to have been duly given or made as follows:

1. when delivered personally;

2. when made or given by telecopy or electronic transmission where the receipt thereof is confirmed immediately thereafter by the recipient;

3. when received when sent, all charges prepaid, by an internationally recognized overnight courier; or,

4. when mailed through the U.S. Postal Service, by certified mail, return receipt requested; and, when sent to us at the address indicated in the signatory below or in the applicable notice of election to the attention of the Chief Financial Officer; and, when sent to you at the address indicated in the applicable policy.

Each party may from time to time designate a different address or person, or both, for notices, directions, requests, demands, acknowledgments and other communications by giving written notice, as required above, of such change to the other party.

7.13. Successors and Assigns. All the terms of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns, whether so expressed or not; provided, however, that no party hereto shall assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the other parties to this Agreement.

7.14. Termination of Agreement. This Agreement shall terminate when both parties agree that all Obligations finally developed hereunder have been paid and/or otherwise performed.

7.15. Binding Authority. You warrant and represent that the person who signs this Agreement has been duly authorized to execute the Agreement for and on behalf of you, who are employers referenced in Item 1 of the Information Pages of the workers compensation Policies, and that he or she has the authority to bind you jointly and severally to the terms hereof.

THIS PORTION INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties, intending to be legally bound by their authorized representatives, have executed this Agreement to be effective on the Program Effective Date first written above.

Name: **ENCOVA**	Name: **CITY OF CHARLESTON**
By:	By:
Print Name:	Print Name:
Title:	Title:
Date:	Date:
(SEAL)	(SEAL)
Address: 400 Quarrier Street	Address:
Charleston, WV 25301	
Telephone: (304) 941-1000	Telephone:
Facsimile: (304) 941-1169	Facsimile:

SCHEDULE OF POLICIES

Collateral Requirements for Large Deductible Plans carry over from previous policy periods. Collateral may be applied to your Obligations to us, including, but not limited to, Obligations arising from polices listed here. Policy numbers carry over from one policy period to another and each may represent multiple policy periods.

Policy Number	**Policy Period(s)**
WCS3013936	03/31/2025 – 03/31/2026
WCS3013936	03/31/2024 – 03/31/2025
WCS3013936	03/31/2023 – 03/31/2024

EXHIBIT B
LOSS FUND COLLATERAL

The following is a description of the terms and procedures under which we will establish and operate the Loss Fund and under which you will reimburse us for expenditures from the Loss Fund. These terms are in addition to the terms as provided in the Large Deductible Plan Summary and Agreement. The Parties agree as follows:

Section 1: Our Process.

1.1. We will make Deductible Plan Paid Loss payments on your behalf under your Large Deductible Plan by transferring money from your Loss Fund.

1.2. Each month we will calculate your Deductible Plan Paid Losses. We will also generate (as applicable) corrections as a result of edits on each Deductible Plan Paid Loss payment. Once determined, this amount will be billed to you in accordance with the Large Deductible Plan Summary and Payment Sections of this Agreement.

1.3. Each month we will provide a report of Deductible Plan Paid Losses for which we have billed you. We may electronically provide or make available this report to you.

Section 2: Your Loss Fund Collateral Requirements.

2.1. Loss Fund Deposit. You will deposit with us the amount provided in the Deposit to Loss Fund portion of the Deductible Plan Collateral Requirement section of the Large Deductible Plan Summary. Periodically, we will perform an analysis of Loss and Allocated Loss Adjustment Expense activity in order to determine the adequacy of the deposit amount. In the event that any such analysis indicates that a modification, either an increase or decrease, in the deposit is required, we will provide you with notification of the amount of the modification to the Loss Fund Deposit. Our calculation of the Loss Fund Deposit shall be binding and conclusive for purposes of this Agreement, absent bad faith or manifest error.

1. If we determine an increase is required, we will send you an invoice for the total amount due. Upon receipt, you will pay the amount due on or before the date set forth on the invoice, which amount will be added to your balance for the Deductible Plan Collateral Requirement as Loss Fund.

2.2. Maintenance of Loss Fund. You will maintain the Loss Fund by payment or reimbursement to us for expenditures from the Loss Fund for your Obligations, including, but not limited to benefits and ALAE paid as Deductible Plan Losses. You will make these payments or reimbursements in accordance with the Large Deductible Plan Summary and Payment Sections of this Agreement.

2.3. In the event of any single payment of a paid loss or ALAE, or both, under any policy in an amount equal to or greater than the per accident deductible amount as provided in the Large Deductible Endorsement to your Policy, we have the right to require you to pay immediately the amount of such single payment into the Loss Fund.

EXHIBIT C
LETTERS OF CREDIT AS COLLATERAL

The following is a description of the terms and procedures under which you agree to provide to us collateral in the form of Letters of Credit ("LOC") and maintain such Letters of Credit as collateral for your Obligation. These terms are in addition to such terms as provided in the Large Deductible Plan Summary and Agreement.

Section 1: Letters of Credit Collateral Requirements.

1.1. Letters of Credit. You shall provide clean, irrevocable, unconditional and automatically renewing Letters of Credit in the amount set forth in the Deductible Plan Collateral Requirements portion of the Large Deductible Plan Summary and that is in form and content and issuer satisfactory to us. The Letters of Credit shall be provided before the inception of the policy period.

1.2. Such Letters of Credit will be used to assure payment and performance of your Obligations to us. You agree to maintain Letters of Credit which meet all the requirements prescribed herein until we determine all of your Obligations to us are final or until we, in our sole discretion, decide that we no longer need the Collateral.

1.3. We shall have the right to modify, either increase or decrease, the required amount of the Letters of Credit to an amount determined by us, which amount may exceed the required amount set forth in the Deductible Plan Collateral Requirements portion of the Large Deductible Plan Summary. Our calculation of Collateral shall be binding and conclusive for purposes of this Agreement, absent bad faith or manifest error.

1.4. Letters of Credit Renewal or Replacement. At least sixty (60) days prior to the expiration of any Letters of Credit delivered to us, you shall deliver to us renewal or replacement Letters of Credit in form, issuer, and content satisfactory to us. The aggregate amount of such renewal or replacement Letters of Credit shall be the same amount as the expiring Letters of Credit, unless we tell you in writing of such other amount as we have deemed necessary in the exercise of our good faith business judgment to secure all of your Obligations to us.

1.5. Amended Letters of Credit. We may require, at any time, changes in the form, content, amount and/or issuer of the Letters of Credit which we deem necessary in the exercise of our good faith business judgment to secure your Obligations to us. You shall provide such amended Letters of Credit within fifteen (15) days after your receipt of our notice for the need for any such changes.

Bill No. 8050

Introduced in Council:	**Adopted by Council:**
March 3, 2025	
Introduced by:	**Referred to:**
Chad Robinson	**Planning/Streets and Traffic**

Bill No. 8050 - A BILL to amend and reenact Sec. 114-579 of the Municipal Code of the City of Charleston, as amended, relating to requiring residential permit parking holders to park within the vicinity of their residence.

Now, therefore, be it ordained by the Council of the City of Charleston:

That Sec. 114-579 of the Municipal Code of the City of Charleston, as amended, is hereby amended and reenacted to read as follows:

Sec. 114-579. - Residential permit parking policy.

(a) Upon the establishment of a residential permit parking area in accordance with City Code section 114-578, the parking system director or his or her designee shall issue residential parking permits.

(b) In order to obtain a permit, the resident must make written application to the parking system for the number of permits sought. In addition to the resident's name and address, the applicant must provide the make, model, color, license number and vehicle identification number for the vehicles sought to be permitted.

(c) To obtain a residential parking permit, the resident must show photo identification with their name and current address. The resident must also show a current vehicle registration card for each vehicle for which a permit is sought. In the case of a company owned or leased vehicle, the resident must provide verification from the owner that the vehicle is assigned to the resident. Each permit is only valid for the specifically identified vehicle.

(d) If a resident changes vehicles, the old permit must be surrendered prior to receipt of a new permit. The resident must provide the information as set forth in subsections (b) and (c) above for the new vehicle prior to receipt of the new permit.

(e) Each residential unit may receive one visitor permit.

(f) A visitor permit may not be used for any person and/or vehicle that is not visiting the residence for which the permit was issued. Violation of said visitor permit will result in cancellation of the visitor permit.

(g) The permits must hang from the rearview mirror of the vehicle.

(h) After the application has been completed and a permit issued by the parking director, the parking director shall transmit a copy of the application and vehicle information to the Traffic Commander of the Charleston Police Department.

(i) Each residential permit parking area will be assigned an identifying number and/or color. Permits issued to residents of each area will be valid only in the area for which they are issued. Residential permit parking holders parking shall park within 150 feet of their residence when parked in the residential parking area.

(j) Temporary waivers of restricted residential permit parking may be granted by the Traffic Commander of the Charleston Police Department upon request for a specifically limited time and location not to exceed 24 hours. A request for waiver must be submitted at least seven days in advance, unless in the case of emergency. For non-emergency waiver requests, the resident requesting the waiver must submit written statements of approval from at least 51 percent of the residential units in the affected area. If a waiver is granted, no enforcement of the residential permit parking ordinance will take place for the duration of the waiver period.

(k) Failure to properly display the permit will result in the issuance of a citation or possible impoundment of the vehicle in accordance with section 114-578 of the City Code.