
MEMORANDUM

TO: Boulder Public Library District

FROM: Seter & Vander Wall, P.C.; Kim J. Seter, Esq.

DATE: January 11, 2024

RE: Legal Status Report for the January 16, 2024 Trustees' Meeting

This is our legal status report for the December 12, 2023 Board of Trustees meeting.

Minutes-AGENDA Action Item No. 4

Task: Prepare meeting minutes.

Status: The December 12, 2023 minutes are ready for approval.

Action: **Consider approval of the minutes presented in the packet.**

2024 Annual Administrative Resolution-Agenda item 16 a.

Task: Provide an annual administrative resolution to address delegation of annually required board actions including consultant renewals or changes, posting places and other matters.

Status: A draft Annual Administrative Resolution is **attached**.

Action: The Board should adopt the Resolution with any modifications needed.

Motion: *I move the Board of Trustees adopt the 2024 Annual Administrative Resolution with the changes requested, if any, to be in effect for fiscal year 2024*

Insurance Package Ratification-Agenda item 16. b.

- Task:** Obtain insurance coverages for property, liability and public officials errors and omissions.
- Status:** Insurance proposals and recommendations are **attached**. The insurance was bound before the end of 2023 to be effective January 1.
- Action:** The Board should ratify the binding of the insurance coverages.
- Motion:** *I move the Board of Trustees ratify the binding of the recommended insurance coverages as set forth in the IMA Insurance Proposal dated to be effective January 1, 2024 to January 1, 2025.*
-

2024 Budget and Mill Levy Certification-Completed

- Task:** Certify Mills for Levy and Collection to the BOCC
- Status:** The final anticipated revenue for 2024 collection is \$ 21,404,074.
- Action:** **No action required. This matter will be removed from the next report.**
-

Notice of Violation of 5.5 % Limitation-Completed

- Task:** The Colorado Division of Local Governments in the Department of Local Affairs notified the County of its belief the District has violated the limitation of 5.5% property tax revenue increases and must refund its tax receipts.
- Status:** The Division is asking us for Canvass Board or election officer signed results. Mitch is trying to get those from the County.
- Action:** **This matter will be removed from the next report.**
-

Negotiation of Intergovernmental Agreement Among Library, City and BOCC Re Trustee Appointment-Completed

- Task:** Draft, negotiate and finalize Intergovernmental Agreement among the City, County and Library District required by § 24-90-107(2)(e), C.R.S.
- Status:** This has been completed.
- Action:** **This matter will be removed from the next report.**

Transition Process for Administrative Work-New Report

- Task:** Transition minutes, notices, agenda preparation, records management etc. to BPLD personnel.
- Status:** Agenda and packet preparation has been transitioned. Archives and other matters will be transitioned as capacity warrants.
- Action:** **None required.**
-

Negotiation of Intergovernmental Agreement Between City and District-New Report

- Task:** Draft, negotiate and finalize Intergovernmental Agreement among the City and Library District required by § 24-90-107(2)(e), C.R.S.
- Status:** The IGA has been completed and signed. There may be some additional discussion regarding insurance in the future.
- Action:** **This matter will be removed from the next report.**
-

Additional Projects Underway

- a. Colorado Open Records Act Resolution (CORA).
- b. Colorado State Archives Records Retention Schedule and Resolution.
- c. Resolution regarding disposal of data containing personally identifying information.

CERTIFIED COPY OF ANNUAL ADMINISTRATIVE RESOLUTION OF THE
BOULDER PUBLIC LIBRARY DISTRICT
(2024)

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

At a regular meeting of the Board of Trustees of the Boulder Library District, City of Boulder, Boulder County, Colorado, held at 6:00 p.m., January 16, 2024, at Boulder Public Library, Canyon Meeting Room, 1001 Arapahoe Ave, Boulder Colorado, the following Trustees were present:

Katharine (Joni) Teter
Benita Duran
Sylvia Wirba
Doug Hamilton
Cara O'Brien
Jennifer Yee
Sam Fugua

The following proceedings were had and done, to wit:

It was moved by Trustee ____ to adopt the following Resolution and ratify actions taken in connection herewith:

WHEREAS, the Boulder Public Library District (the "District") was organized as a library district pursuant to §24-90-101 *et seq.*, C.R.S.; and

WHEREAS, the Board of Trustees of the District has a duty to perform certain obligations in order to assure the efficient operation of the District; and

WHEREAS, Colorado statutes require the Board to publish legal notices in a newspaper of general circulation in the District chosen as the newspaper for official publications; and

WHEREAS, § 24-90-109(1)(a). C.R.S. requires that a copy of the District's bylaws shall be filed with the State Library; and

WHEREAS, § 24-90-109(1)(k), C.R.S. authorizes the Board of Trustees to bond persons entrusted with library funds; and

WHEREAS, Section 24-90-109(1)(p.5), C.R.S. requires the District to maintain a current, accurate map of the legal service area and provide for it to be on file with the State Library; and

WHEREAS, § 24-90-109(2.5), C.R.S. requires the Board of Trustees to respond to a survey by the state library at the close of each calendar year; and

WHEREAS, the statutes require that the Board of Trustees meet regularly at a time and in a place to be designated by the Board; and

WHEREAS, § 24-6-402(2)(c), C.R.S., specifies the duty of the Board of Trustees to designate a public posting place within the boundaries of the District for notices of meetings, in addition to any other means of notice; and

WHEREAS, in accordance with the Colorado Governmental Immunity Act, the Board is given authority to obtain insurance against liability for injuries for which the District may be liable under the Governmental Immunity Act, pursuant to § 24-10-115, C.R.S.; and

WHEREAS, concerning the public records of the District, § 24-72-202(2), C.R.S. defines “Official Custodian” to mean and include any officer or employee of any political subdivision of the state who is responsible for the maintenance, care, and keeping of public records, regardless of whether the records are in his or her actual personal custody and control; and

WHEREAS, the Local Government Budget Law of Colorado, §§ 29-1-101, *et seq.*, C.R.S., requires the Board to hold a public hearing on proposed budgets and amendments thereto, to adopt budgets, and to file copies of the budgets and amendments thereto; and

WHEREAS, the Board of Trustees desires to appoint a finance officer for the District to assist with providing financial services and to assist with the financial operations of the District, and who shall also be designated as the budget officer required to prepare and submit to the Board a proposed District budget by October 15, pursuant to §§ 29-1-104 and 29-1-105(3)(d), C.R.S.; and

WHEREAS, if required under § 29-1-603, C.R.S., the governing body of the District shall cause to be made an annual audit of the financial statements for each fiscal year; and

WHEREAS, pursuant to the Intergovernmental Agreement among the District, City of Boulder, and Boulder County dated December 8, 2023, the District is required to file an annual report with the City and the County by July 31 of each year, beginning in the year 2025; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE BOULDER PUBLIC LIBRARY DISTRICT THAT:

1. The Board designates *The Daily Camera* as the official newspaper of general circulation within the boundaries of the District, or in the vicinity of the District if none is circulated within the District, and directs that all legal notices shall be published in accordance with applicable law therein.

2. The Board directs the District Manager to file a copy of the District's bylaws with the State Library.

3. The Board directs the District Manager to obtain bonding for the persons entrusted with the Library funds.

4. The Board directs the District Manager to maintain a current, accurate map and file it with the State Library.

5. The Board directs the District Manager to complete the annual questionnaire submitted by the State Library at the end of each year.

6. The Board will hold its regular meetings on the second Monday of every month at 6:00 p.m. at the Boulder Public Library District, 1001 Arapahoe Avenue, Boulder, Colorado. The Board may also conduct meetings via Zoom videoconferencing platform.

7. Regular and Special Meeting notices shall be posted at the Boulder Public Library District, 1001 Arapahoe Avenue, Boulder, Colorado and on the District's website at www.boulderlibrary.org.

8. The Board directs the District Manager to obtain quotes and maintain insurance for the District, to insure the Trustees acting within the scope of employment by the Board against all or any part of liability for an injury; to insure against the expense of defending a claim for injury against the District, its staff or its Board. The Board will annually review all insurance policies in effect.

9. The Board designates the District Manager to serve as the official custodian of public records for the District, who shall coordinate with legal counsel to the extent they maintain any public records.

10. The Board designates _____, the District accountant, as the District's finance officer. The Board designates the Finance Officer to serve as the budget officer, and to submit a proposed budget to the Board by October 15, and, in cooperation with legal counsel, to schedule a public hearing on the proposed budget; to prepare a final budget, budget resolutions and amendments to the budget, if necessary; to certify the mill levy on or before December 15; and to file the approved budgets and amendments thereto with the proper governmental agencies in accordance with the Local Government Budget Law of Colorado.

11. The Board of Trustees appoints the law firm of Seter & Vander Wall, P.C. as legal counsel for the District.

12. The Board directs the District accountant to prepare or cause to be prepared for filing with the State Auditor, if required, an audit of the financial statements by June 30. Further, the Board directs that the audit be filed with the State Auditor by July 31.

13. The Board directs the District Manager to, no later than July 31 of each year, after beginning the year 2025, complete the annual report as required by the Intergovernmental Agreement with the City of Boulder and Boulder County which report shall include: the current state of the library system; goals and projections for the coming year; a summary of the current adopted budget; status of reserve accounts and accounts; and such other statistics and information as the Board deems to be of the public interest.

Whereupon, the motion was seconded by Trustee ____, and upon vote, unanimously carried. The Chair declared the motion carried and so ordered.

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**CERTIFIED COPY OF ANNUAL ADMINISTRATIVE RESOLUTION OF THE
BOULDER PUBLIC LIBRARY DISTRICT (2024)**

SIGNATURE PAGE

ADOPTED AND APPROVED THE 16TH DAY OF JANUARY, 2024.

Boulder Public Library District

By: _____
President

ATTEST:

By: _____
Secretary/Assistant Secretary

CERTIFICATION

I, _____, Secretary/Assistant Secretary of the Board of Trustees of the Boulder Public Library District, do hereby certify that the attached and foregoing Resolution is a true copy from the records of the proceedings of the Board of said District, on file with Seter & Vander Wall, P.C., legal counsel to the District.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the District, Boulder County, Colorado, this 16th day of January, 2024.

Secretary

[SEAL]

DRAFT

Hello.

Welcome to Pinnacol Assurance.

Thank you for choosing Pinnacol as your workers' compensation carrier. We are truly honored to partner with you, and we're dedicated to providing caring protection to your employees and your business.

Getting your policy started is easy. Just follow these five steps.



Step 1 / Please review the attached policy contract and keep for your reference.



Step 2 / Visit pinnacol.com/welcome to retrieve your regulatory posters. You can instantly download and print them, or place an order and we'll mail them to you. Please note: This step is required by law. Colorado employers are required to display regulatory posters in a visible area at the workplace. We want to make sure you're covered.



Step 3 / Register for the Policyholder Portal at policyholder.pinnacol.com to manage your policy online and designate your medical providers. While you're there, don't forget to browse our free safety trainings and get acquainted with our risk management resources.



Step 4 / Contact us if you prefer printed materials. A member of our team will be happy to mail you a welcome kit.



Step 5 / Smile. You're covered.

pinnacol.com/welcome

customer_service@pinnacol.com

303.361.4000

PINNACOL
ASSURANCE

December 29, 2023
Policy #: 4248604

Boulder Public Library
1001 Arapahoe Ave
Boulder, CO 80302

IMA, Inc
1705 17th Street
Suite 100
Denver, CO 80202
(303) 534-4567

Dear Policyholder:

Welcome to Pinnacol Assurance. We are pleased to serve as your workers' compensation insurance provider. This is your policy contract; please review it carefully.

Here is the contact information for your dedicated service team, which will provide you with customized, reliable service that fits your business needs:

Public Sector Team Team

Local Phone: 303-361-8020
Toll Free Phone: 888-852-2263

Local Fax: 303-361-5500
Toll Free Fax: 888-329-2209

This packet contains your **Policy Information Page**, which provides an overview of the coverage and premium information reflected in your new policy. It also includes your policy, which details the terms and conditions of your coverage.

Please watch your mail for a separate invoice for the estimated advance premium on your policy.

Please note we will complete a payroll audit, based on your business's actual payroll and classification codes. The information collected will be used to determine final premium. This audit will take place after the close of the policy period. If your actual premium is greater than the estimated premium, we will bill you for the difference. If your actual premium is less than the estimated premium, we will credit the difference to your account.

If there are changes to your company information, please notify your Pinnacol Assurance service team immediately.

As Colorado's leading workers' compensation carrier, we are dedicated to delivering a variety of expert services and partnering with you to ensure the safety of your employees. Please contact your agent or your Pinnacol Assurance service team at any time for assistance.

Thank you very much for choosing Pinnacol Assurance for your workers' compensation coverage.

Sincerely,
Public Sector Team Team
Pinnacol Assurance



December 29, 2023
Policy #: 4248604

ITEM 1. INSURED

Boulder Public Library
1001 Arapahoe Ave
Boulder, CO 80302

IMA, Inc
1705 17th Street
Suite 100
Denver, CO 80202
(303) 534-4567

ITEM 2. POLICY PERIOD: FROM: 01/01/2024 TO 01/01/2025
12:01 A.M. MOUNTAIN STANDARD TIME

ITEM 3. A. Workers' Compensation Insurance: Part One of the policy applies to the workers' compensation law of the states listed here:

COLORADO

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3 A. The limits of our liability under part two are:

BODILY INJURY BY ACCIDENT	\$1,000,000	EACH ACCIDENT
BODILY INJURY BY DISEASE	\$1,000,000	EACH EMPLOYEE
BODILY INJURY BY DISEASE	\$1,000,000	POLICY LIMIT

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:

NONE

(Please contact Pinnacol Assurance for information on coverage outside the state of Colorado)

D. This policy includes the attached endorsements and schedules:

414	Notification of Change in Ownership Endorsement
511	Other State Endorsement
CAT09	Catastrophe (Other than Certified Acts of Terrorism)
TRPRA	Terrorism Risk Insurance Program Reauthorization Act of 2015

ITEM 4. We will determine the premium for this policy by our manuals of rules, classifications, rates and rating plans. All information required below is subject to verification and change by audit. The statements of estimated advanced premium are also a part of this policy.



NCCI #: WC000422C
Policy #: 4248604

Boulder Public Library
1001 Arapahoe Ave
Boulder, CO 80302

IMA, Inc
1705 17th Street
Suite 100
Denver, CO 80202
(303) 534-4567

**ENDORSEMENT: Terrorism Risk Insurance Program Reauthorization Act
Disclosure Endorsement (WC 00 04 22 C)**

This endorsement addresses the requirements of the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2019. It serves to notify you of certain limitations under the Act, and that your insurance carrier is charging premium for losses that may occur in the event of an Act of Terrorism.

Your policy provides coverage for workers' compensation losses caused by Acts of Terrorism, including workers' compensation benefit obligations dictated by state law. Coverage for such losses is still subject to all terms, definitions, exclusions, and conditions in your policy, and any applicable federal and/or state law, rules, or regulations.

Definitions

The definitions provided in this endorsement are based on and have the same meaning as the definitions in the Act. If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.

"Act" means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments thereto, including any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2019.

"Act of Terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States as meeting all of the following requirements:

- a. The act is an act of terrorism.
- b. The act is violent or dangerous to human life, property or infrastructure.
- c. The act resulted in damage within the United States, or outside of the United States in the case of the premises of United States missions or certain air carriers or vessels.
- d. The act has 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.

"Insured Loss" means any loss resulting from an act of terrorism (and, except for Pennsylvania, including an act of war, in the case of workers' compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United States missions or to certain air carriers or vessels.



NCCI #: WC000421E
Policy #: 4248604

Boulder Public Library
1001 Arapahoe Ave
Boulder, CO 80302

IMA, Inc
1705 17th Street
Suite 100
Denver, CO 80202
(303) 534-4567

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

Catastrophe (Other Than Certified Acts of Terrorism) Premium Endorsement

This endorsement is notification that your insurance carrier is charging premium to cover the losses that may occur in the event of a Catastrophe (Other Than Certified Acts of Terrorism) as that term is defined below. Your policy provides coverage for workers compensation losses caused by a Catastrophe (Other Than Certified Acts of Terrorism). This premium charge does not provide funding for Certified Acts of Terrorism contemplated under the Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement (WC 00 04 22 C) attached to this policy.

For purposes of this endorsement, the following definitions apply:

Catastrophe (Other Than Certified Acts of Terrorism): Any single event, resulting from an Earthquake, Noncertified Act of Terrorism, or Catastrophic Industrial Accident, which results in aggregate workers compensation losses in excess of \$50 million.

Earthquake: The shaking and vibration at the surface of the earth resulting from underground movement along a fault plane or from volcanic activity.

Noncertified Act of Terrorism: An event that is not certified as an Act of Terrorism by the Secretary of Treasury pursuant to the Terrorism Risk Insurance Act of 2002 (as amended) but that meets all the following criteria:

- a. It is an act that is violent or dangerous to human life, property, or infrastructure;
- b. The acts results in damage within the United States, or outside of the United States in the case of the premises of the United States missions or air carriers or vessels as those terms are defined in the Terrorism Risk Insurance Act of 2002 (as amended); and
- c. It is an act that has 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.

Catastrophic Industrial Accident: A chemical release, large explosion, or small blast that is localized in nature and affects workers in a small perimeter the size of a building.

The premium charge for the coverage your policy provides for workers compensation losses caused by a Catastrophe (Other Than Certified Acts of Terrorism) is shown in Item 4 of the Information Page or in the Schedule below.

SCHEDULE

<u>State</u>	<u>Rate</u>	<u>Premium</u>
CO	0.01	\$533

Thank you for your business.

Pinnacol Assurance



**WORKERS COMPENSATION INSURANCE SYSTEM
INSURANCE POLICY**

In return for the payment of the premium and subject to all terms of this policy, we agree with you as follows:

GENERAL SECTION

A. The Policy

This policy includes at its effective date the Information Page, all endorsements and schedules listed there, the application and supplemental application. It is a contract of insurance between you (the employer named in item 1 of the Information Page) and us (the insurer named on the Information Page). The only agreements relating to this insurance are stated in this policy. The terms of this policy may not be changed or waived except by endorsement issued by us to be part of this policy.

B. Who is insured

You are insured if you are an employer named in item 1 of the Information Page. If that employer is a partnership, and if you are one of its partners, you are insured, but only in your capacity as an employer of the partnership's employees.

C. Workers' Compensation Law

Workers' Compensation Law means the workers' compensation law and occupational disease law of Colorado. It includes any amendments to that law which are in effect during the policy period. It does not include any federal occupational disease law or provisions of any law that provide non-occupational disability benefits.

D. State

State means any state of the United States of America and the District of Columbia.

E. Locations

This policy covers all of your workplaces listed in items 1 or 4 of the Information Page; and it covers all other workplaces in item 3.A. states unless you have other insurance or are self insured for such workplaces.

F. Certificates of Insurance

Pinnacol Assurance makes available industry standard certificates and other evidences of insurance.

PART ONE - WORKERS' COMPENSATION INSURANCE

A. How This Insurance Applies

This workers' compensation insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. Bodily injury by accident must occur during the policy period.
2. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

We will pay promptly when due the benefits required of you by the workers' compensation law.

C. We Will Defend

We have the right and duty to defend at our expense any claim, proceeding or suit against you for benefits payable by this insurance. We have the right to investigate and settle these claims, proceedings or suits. We have no duty to defend a claim, proceeding or suit that is not covered by this insurance.

D. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:

1. reasonable expenses incurred at our request, but not loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this insurance;
3. litigation costs taxed against you;
4. interest on judgements as required by law until we offer the amount due under this insurance; and
5. expenses we incur.

E. Other Insurance

We will not pay more than our share of benefits and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.

F. Payments You Must Make

You are responsible for any payments in excess of the benefits regularly provided by the workers' compensation law including those required because:

1. of your serious and willful misconduct;
2. you knowingly employ an employee in violation of law;
3. you fail to comply with a health or safety law or regulation; or
4. you discharge, coerce or otherwise discriminate against any employee in violation of the workers' compensation law.



8. bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 U.S.C. Sections 901 et seq.), the Nonappropriated Fund Instrumentalities Act (5 U.S.C. Sections 8171 et seq.), the Outer Continental Shelf Lands Act (43 U.S.C. Sections 1331 et seq.), the Defense Base Act (42 U.S.C. Sections 1651–1654), the Federal Mine Safety and Health Act (30 U.S.C. Sections 801 et seq. and 901–944), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;
9. Bodily injury to any person in work subject to the Federal Employers' Liability Act (45 U.S.C. Sections 51 et seq.), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;
10. Bodily injury to a master or member of the crew of any vessel, and does not cover punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law;
11. Fines or penalties imposed for violation of federal or state law; and
12. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 U.S.C. Sections 1801 et seq.) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

D. We Will Defend

We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this insurance. We have the right to investigate and settle these claims, proceedings and suits. We have no duty to defend a claim, proceeding or suit that is not covered by this insurance. We have no duty to defend or continue defending after we have paid our applicable limit of liability under this insurance.

E. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as a part of any claim, proceeding, or suit we defend:

1. reasonable expenses incurred at our request; but not loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. litigation costs taxed against you;
4. interest on a judgement as required by law until we offer the amount due under this insurance; and
5. expenses we incur.

F. Other Insurance

We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.

G. Limits of Liability

Our liability to pay for damages is limited. Our limits of liability are shown in item 3.B. of the Information Page. They apply as explained below.

1. Bodily injury by Accident. The limit shown for "bodily injury by accident-each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident. A disease is not bodily injury by accident unless it results directly from bodily injury by accident.
2. Bodily injury by Disease. The limit shown for "bodily injury by disease-policy limit" is the most we will pay for all damage covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for "bodily injury by disease-each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee. Bodily injury by disease does not include disease that results directly from a bodily injury by accident.
3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

H. Recovery From Others

We have your rights to recover our payment from anyone liable for an injury covered by this insurance. You will do everything necessary to protect those rights for us and to help us enforce them.

I. Actions Against Us

There will be no right of action against us under this insurance unless:

1. You have complied with all the terms of this policy; and
2. The amount you owe has been determined with our consent or by actual trial and final judgement. This insurance does not give anyone the right to add us as a defendant in an action against you to determine your liability. The bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Part.

PART THREE - OTHER STATES INSURANCE

A. How This Insurance Applies

1. This other states insurance applies only if one or more states are shown in item 3.C. of the Information Page.

B. Notice: Please contact Pinnacol Assurance for information on coverage outside the state of Colorado.



SHORT RATE CANCELLATION TABLE FOR TERM OF ONE YEAR

Days Policy in Force	Percent of One Year Premium	Days Policy in Force	Percent of One Year Premium	Days Policy in Force	Percent of One Year Premium
1	5%	95-98	37%	219-223	69%
2	6	99-102	38	224-228	70
3-4	7	103-105	39	229-232	71
5-6	8	106-109	40	233-237	72
7-8	9	110-113	41	238-241	73
9-10	10	114-116	42	242-246 (8 mos.)	74
11-12	11	117-120	43	247-250	75
13-14	12	121-124 (4 mos.)	44	251-255	76
15-16	13	125-127	45	256-260	77
17-18	14	128-131	46	261-264	78
19-20	15	132-135	47	265-269	79
21-22	16	136-138	48	270-273 (9 mos.)	80
23-25	17	139-142	49	274-278	81
26-29	18	143-146	50	279-282	82
30-32 (1 mo.)	19	147-149	51	283-287	83
33-36	20	150-153 (5 mos.)	52	288-291	84
37-40	21	154-156	53	292-296	85
41-43	22	157-160	54	297-301	86
44-47	23	161-164	55	302-305 (10 mos.)	87
48-51	24	165-167	56	306-310	88
52-54	25	168-171	57	311-314	89
55-58	26	172-175	58	315-319	90
59-62 (2 mos.)	27	176-178	59	320-323	91
63-65	28	179-182 (6 mos.)	60	324-328	92
66-69	29	183-187	61	329-332	93
70-73	30	188-191	62	333-337 (11 mos.)	94
74-76	31	192-196	63	338-342	95
77-80	32	197-200	64	343-346	96
81-83	33	201-205	65	347-351	97
84-87	34	206-209	66	352-355	98
88-91 (3 mos.)	35	210-214 (7 mos.)	67	356-360	99
92-94	36	215-218	68	361-365 (12 mos.)	100



NCCI #: WC050403
Policy #: 4248604

Boulder Public Library
1001 Arapahoe Ave
Boulder, CO 80302

IMA, Inc
1705 17th Street
Suite 100
Denver, CO 80202
(303) 534-4567

ENDORSEMENT: Premium Credit Addendum

This endorsement applies to Part One (Workers' Compensation Insurance) because Colorado is listed in Item 3.A. of the Information Page.

Current Schedule of Credits for Policy Period 01/01/2024 - 01/01/2025.

2.5% The premium differential for a designated provider has been applied to the policy premium from 01/01/2024 thru 01/01/2025.

Currently your policy is not receiving a credit for Cost Containment Certification. Please contact Pinnacol Assurance for information on becoming Cost Containment Certified and obtaining this credit.

Premium Credits for Qualifying Risk Management Programs that have received Cost Containment Certification from the State of Colorado.

Implementation of a certified cost containment program potentially qualifies your business for a 5% premium dividend as filed with the Division of Insurance. For new and renewal business, the underwriting review of a policyholder includes determining if the entity has a certified workers' compensation risk management program. If certified, a premium dividend of 5% will be applied. If during the course of the policy period, the certification is eliminated, the cost containment premium dividend will be removed at renewal. Pinnacol Assurance can assist you in setting up a program to potentially reduce losses and protect your employees as well as reducing premium costs.

Pursuant to Colorado Insurance Regulation 5-1-11 (III)(F) all workers' compensation insurers must allow a credit of 2.5% on all policies when you have selected a designated medical provider.

If you have selected a designated medical provider, we must allow a credit of 2.5%. If you are eligible for schedule rating, the 2.5% credit must be included in the total schedule credit or debit, subject to the 25% maximum limitation.

If you are not eligible for experience or schedule rating, the 2.5% credit will be applied, in addition to the premium credit applicable. The combined premium credit and the 2.5% credit for selection of a designated medical provider shall not exceed 12.5%.

Right to Appeal Classifications / Experience Modification:

If Pinnacol Assurance determines that the employees at your business are misclassified, Pinnacol Assurance can correct the classification and charge and collect additional premium not included in the initial premium.

If you have any questions regarding the employee classification / experience modification assigned to calculate your workers' compensation insurance premium, you must direct your questions to Pinnacol Assurance or to your authorized Pinnacol Assurance agent within thirty (30) days after the anniversary date of the policy, or thirty (30) days after the date of receipt by you of notice of a change in a classification. Pinnacol Assurance or the authorized Pinnacol Assurance agent must explain to you why a particular employee classification / experience



3. The premium charge for the coverage your policy provides for Insured Losses is included in the amount shown in Item 4 of the Information Page or in the Schedule below.

Premium for terrorism is calculated on the basis of total payroll. The total Colorado payroll is divided by \$100 and multiplied by the approved terrorism rate, \$0.005 per \$100 of payroll. The calculation is expressed as (Colorado payroll/\$100 X Approved Terrorism Rate = Premium). This premium is not subject to any other modification including, but not limited to, premium discount, experience rating, schedule rating, or retrospective rating.

Additionally, all workers' compensation carriers are required to charge premium to cover large losses. Premium for Catastrophe (other than Certified Acts of Terrorism) is calculated on the basis of total payroll. The total Colorado payroll is divided by \$100 and multiplied by the approved Catastrophe (other than Certified Acts of Terrorism) rate, \$0.01 per \$100 of payroll. The calculation is expressed as (Colorado payroll/ \$100 X Catastrophe (other than Certified Acts of Terrorism) Value = Premium). This premium is not subject to any other modifications including, but not limited to, premium discount, experience rating, schedule rating, or retrospective rating.

Effective Date: January 1, 2024

Pinnacol Assurance has issued this endorsement December 29, 2023.

Michael Smith
Underwriter



NCCI #: WC050511
Policy #: 4248604

Boulder Public Library
1001 Arapahoe Ave
Boulder, CO 80302

IMA, Inc
1705 17th Street
Suite 100
Denver, CO 80202
(303) 534-4567

ENDORSEMENT: Other State Endorsement

LIMITED COVERAGE ENDORSEMENT FOR OTHER STATE BENEFITS

Conditions Applying to This Coverage: This endorsement is part of the above policy and is subject to the terms and provisions of that policy. Nothing in this endorsement changes or eliminates your obligation under the policy. Pinnacol Assurance is not licensed as an insurer in any state other than Colorado. As such, Pinnacol Assurance will not pay benefits to injured workers for claims filed in other states. However, Pinnacol Assurance will indemnify you for benefits that you have paid under the following conditions:

1. The employee claiming benefits was hired in Colorado and was at the time of the injury principally employed in Colorado;
2. At the time of injury you did not have workers' compensation insurance coverage in the state where the claim was filed;
3. At the time of injury, the employee claiming benefits was temporarily working outside of Colorado;

Coverage for Workers' Compensation in Other States: Pinnacol Assurance will reimburse an amount equal to the workers' compensation benefits that are required if the employer and the employee were subject to the workers' compensation laws of any other states, when such benefits are awarded as the result of a claim. If the employee is awarded benefits under more than one state, Pinnacol Assurance will reimburse an amount no greater than the benefit due under the single state awarding the highest total benefits.

Pinnacol Assurance will reimburse only the amount which would be awarded when the employer and employee fully comply with the laws of the applicable state.

By agreeing to pay these benefits, Pinnacol Assurance does not agree to be bound by the laws of any other state and denies the jurisdiction of any other state.

Limitation to Single Recovery: This endorsement will not pay benefits related to any injury or disease for which payment has been or will be made under any other policy, or related to any work places for which you have other workers' compensation insurance, or for which you are qualified self-insured.

Exclusions: This endorsement will not pay workers' compensation benefits awarded in the states listed: North Dakota, Ohio, Washington and Wyoming, states designated in item 3A of the Information Page and: No Other.

IMPORTANT NOTICES

If you hire any employee outside of Colorado or begin operations in any other state, you should do whatever may be required under that state's law, as this endorsement does not satisfy the requirements of that state's workers' compensation law.

Without adequate workers' compensation insurance in other states, you may incur fines and penalties if you do not comply with requirements of the workers' compensation laws in other states. This endorsement does not cover these fines and penalties.

Effective Date: January 1, 2024
Pinnacol Assurance has issued this endorsement December 29, 2023.

Michael Smith
Underwriter

