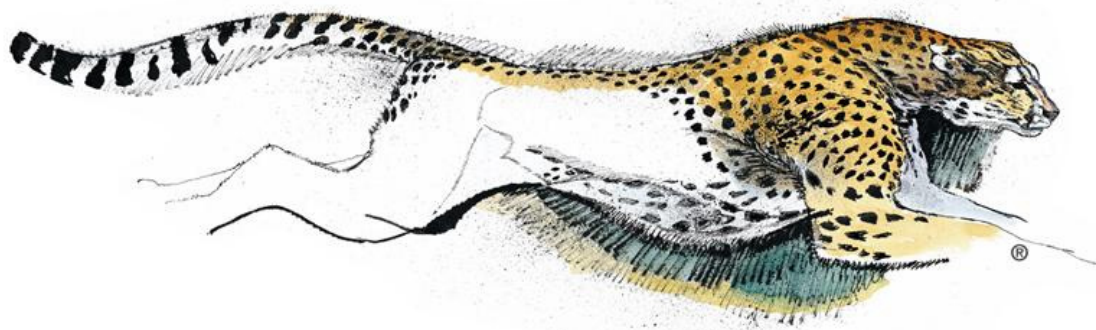


City of Margate

2015-2016 Insurance Proposal



Brian Cottrell
Public Risk Insurance Agency
P O Box 2416
Daytona Beach, FL 32115
Phone: 386-252-6176
Fax: 386-239-4049



PUBLIC RISK INSURANCE AGENCY TABLE OF CONTENTS

Overview	1
The Agency of Public Risk Insurance Agency	
An Introduction to Your Service Team	
Preferred Governmental Insurance Trust	
<i>Preferred</i> Board of Trustees and Risk Advisory Members	
Claims Services & Safety and Risk Management Services	
Property	2
General Liability	3
Public Officials & Employment Practices Liability	4
Equipment Breakdown	5
Broker Recommendation/Premium Recapitulation	6
Notes of Importance	
Compensation Disclosures	
Carrier Financial Status	
Guide to Best's Ratings	
Items Required Prior to Binding	7
Acceptance of Proposal – Premium Recapitulation	
<i>Preferred</i> Signature Page	

THE AGENCY

Risk Management Associates, Inc. dba Public Risk Insurance Agency (PRIA) has established itself as one of the premier insurance services organizations for public entities in the United States. Our in-depth understanding of the unique risk exposures and operating environment of public entities allows us to tailor insurance products and services to effectively meet their needs. As the only independent insurance agency solely dedicated to the public entity market, we are uniquely qualified to meet and exceed the expectations of our clients. Our 20 years of insuring local governments has afforded us significant experience and insight into the unique challenges and constraints that our clients face. PRIA currently represents over 250 public entities in Florida.

PRIA is a wholly owned subsidiary of Brown & Brown, Inc. - the 6th largest independent insurance agency in the United States and 7th largest worldwide as ranked by Business Insurance Magazine. Brown & Brown brings the experience of representing hundreds of public entities nationally in addition to PRIA's focus in Florida.

As a Brown & Brown company, PRIA has access to hundreds of insurance markets nationwide and in the international market. With premium volume exceeding \$2,500,000,000 Brown & Brown's volume results in a superior negotiating position and leverage with state specific, regional, national, and international insurers. The focus and experience of our team in all of these markets produces superior risk transfer options and risk control expertise for your entity.

PRIA develops customized and innovative approaches towards effectively managing your risk. Cost effective insurance products, professional service, and commitment to client's needs are our primary goals. Proof of account satisfaction is reflected by a 97% business retention rate.

To fully serve our clientele, Public Risk Insurance Agency can offer coverage for other exposures such as:

Bonds	Accidental Death & Dismemberment
Fiduciary Liability	Special Events
Primary and Excess Flood	Airport Liability
Workers' Compensation	Aboveground & Underground Petroleum Tank Liability
Environmental Liability	

AN INTRODUCTION TO YOUR SERVICE TEAM

Account Executives

Alan Florez Executive Vice President	(386) 239-4046	aflorez@bbdaytona.com
Robin Faircloth, CISR Director of Operations	(386) 239-4044	rfaircloth@bbpria.com
Paul Dawson, ARM-P Senior Vice President / Account Executive	(386) 239-4045	pdawson@bbpria.com
Michelle Martin, CIC Vice President / Account Executive	(386) 239-4047	mmartin@bbpria.com
Brian Cottrell, CIC, CRM Vice President / Account Executive	(386) 239-4060	bcottrell@bbpria.com
Matt Montgomery Account Executive	(386) 239-7245	mmontgomery@bbpria.com
Kyle Stoekel Account Executive	(386) 239-5805	kstoekel@bbpria.com

Service Representatives

Brittany O'Brien, CIC, CRM Risk Management Department Leader	(386) 239-8823	bobrien@bbpria.com
Kate Gross, ARM-P Account Manager	(386) 239-4048	kgross@bbpria.com
Melody Blake, ACSR Account Representative	(386) 239-4050	mblake@bbpria.com
Karen Bryan Account Representative	(386) 239-4056	kbryan@bbpria.com
Linda Burtchett Account Representative	(386) 239-4043	lburtchett@bbpria.com
Patricia Jenkins, CPSR Account Representative	(386) 239-4042	pjenkins@bbpria.com
Jennifer Howard Account Representative	(386) 239-4040	jhoward@bbpria.com

Certificate Requests: certificates@bbpria.com **Claim Reporting:** claims@bbpria.com

Our Service Team philosophy focuses on accountability at all levels of account management. Our goal is not simply to meet your service needs, but to exceed them. All of the employees at PRIA are dedicated to achieving this goal and distinguishing ourselves from the competition.

PREFERRED GOVERNMENTAL INSURANCE TRUST (*Preferred*) OVERVIEW

Several hundred members and millions in premiums prove that the *Preferred* Governmental Insurance Trust® fulfills what Florida needs: an insurance program exclusively customized and dedicated to the public sector. *Preferred* stays on the forefront of specialized insurance for property, casualty and workers' compensation because it is non-profit and self-governed with a membership comprised solely of Florida public entities.

Preferred's history dates back to 1999. Its robust membership and financial strength, including consistent growth of surplus, stem from its conservative platform of managed risk. *Preferred* is just that: ***preferred*** for unmatched public entity experience, innovation, stability and personalized service.

Preferred's Member Types

Municipalities	Counties	Special Districts
Public Schools	Charter Schools	Sheriff Departments
Housing Authorities	Aviation Authorities	Transit, Port & Utility Authorities

Preferred's Comprehensive Coverages

Property	Workers' Compensation	General Liability
Automobile Liability	Automobile Physical Damage	Law Enforcement Liability
Public Officials Liability	Employment Practices Liability	Educators' Legal Liability

The Power of Groups and People

What does a specialized insurance trust do for you? In the case of *Preferred*, it gives you the purchasing power of a very large trust with billions of covered property values—far more financial negotiating power than a single public entity can muster. As a *Preferred* member, you are part of a formidable Florida insurance trust.

The trust also transfers risks from any one public entity to the larger group. This provides all members of the trust better rating structures with less volatility. *Preferred's* sole focus on government ensures that members' unique needs are met.

Underwriting and Administration

Behind *Preferred's* underwriting platform are decades of success built on integrity and market relationships. Our team of underwriters' vast insurance expertise enhances the actuarial and scientific data used to underwrite individual risks within the trust. Services delivered are both broad and precise. Reliability is assured. The administrator for *Preferred* is Public Risk Underwriters of Florida, Inc.® (PRU), Florida's premier public entity specialist of its kind. Preferred's claims administrator is PGCS Claim Services. With more than 25 years in claims experience, PGCS is Florida's foremost governmental third-party administration company.



Underwriting Highlights

- **Diverse risk financing options:** guaranteed cost, deductible, self-insured retention, all lines aggregate
- **Competitive premium discounts** based on favorable experience and sound safety practices
- **Flexibility of coverage design**, including mono-line or package basis
- **Dynamic financial analysis** conducted periodically to validate the trust's superior financial standing

Administration

- **General counsel, defense counsel and litigation services** by specialists in governmental law
- **Membership relations** for networking and professional development
- **Legislative Pulse newsletter** from Tallahassee-based law firm
- **Professional marketing** that guarantees local agent support, governmental knowledge and an ever-growing group of members
- **Preferred News**—a quarterly publication covering the spectrum of government insurance issues
- **State filing, accounting and independent CPA audited financials** as needed

Preferred's Expert Boards Know Your Business

Preferred is governed and guided by people working daily in all segments of Florida's public sector – from municipalities to counties to schools to special taxing districts.

The Board of Trustees is comprised of elected public officials who work wisely and diligently to set policy, keeping Preferred as the premier public entity insurer of its kind.

The Risk Advisory Board increases this special advantage. Composed of full-time risk managers from the membership, the board is uniquely equipped to monitor and help improve products and services—it serves as a voice of the membership. This board works in synergy with the administrator for maximum efficiency.

Preferred Governmental Insurance Trust

Board of Trustees

Dwight E. “Ed” Wolf, II	Chair	City of Wildwood <i>Mayor</i>
Charles Walsey	Vice Chair	Cypress Grove CDD <i>Chair</i>
Warren Yeager	Secretary	Gulf County <i>Commissioner</i>
Welton Cadwell	Trustee	Lake Emergency Medical Services <i>Commissioner</i>
Thomas Rice, Sr.	Trustee	South Indian River WCD <i>Vice President</i>
Fred Hawkins, Jr.	Trustee	Osceola County <i>Commissioner</i>
Chris Hoffman	Trustee	City of Jacksonville Beach <i>Commissioner</i>
Kathryn Bryant	Alternate Trustee	Marion County <i>Commissioner</i>

Risk Advisory Board

Renee Hudson	Chair	City of Bradenton <i>Risk/Safety Supervisor</i>
Lori P. McCullers	Vice Chair	City of Naples <i>Risk Manager</i>
Christina Maguire	Board Member	City of Ormond Beach <i>Risk Manager</i>
Deborah L. Franklin, MA	Board Member	The Villages CDD <i>HR Director</i>
Keri Martin	Board Member	City of Winter Park <i>Risk Manager</i>
Gerald Visco	Board Member	Brevard County BOCC <i>Risk Manager</i>
Jennifer Poirrier	Board Member	City of Treasure Island <i>HR Director</i>
Rickey Kendall	Board Member	HART <i>Safety & Risk Director</i>
Kim Pilcher	Board Member	City of Panama City <i>Director of Human Resources</i>
Maureen Gochee	Board Member	City of Titusville <i>Risk Manager</i>
Denise Manual	Board Member	Gulf County BOCC <i>HR/Risk Management Director</i>

PREFERRED CLAIMS ADMINISTRATION

Preferred Governmental Claim Solutions, Inc. ® (PGCS) is the premier governmental third party claims administrator in the state of Florida and also administers the claims for Preferred Governmental Insurance Trust (*Preferred*). Since its founding in 1956, PGCS has provided claims administration services exclusively to over 450 governmental entities including schools, cities, towns, counties, community development districts, and fire districts. Therefore, PGCS's adjusters are extremely qualified to handle governmental tort liability and public sector workers' compensation claims. They are experts at investigating and handling police and firefighters presumption claims. PGCS is sensitive to the politics involved in the handling of public entity claims.

PGCS's claims administration program consists of workers' compensation, general liability, bodily injury, personal injury, property, auto liability, auto physical damage, employment practices liability, school leaders/educators liability and public officials liability. Their claims staff has over 630 years of combined insurance experience and each has been with PGCS an average of 8 years. Claims are handled under strict supervision in accordance with the PGCS workers' compensation and liability claim handling procedure manuals and the PGCS claim best practices manual. A random sampling of each adjuster's claim files are audited on a monthly basis by a Quality Assurance Manager to ensure compliance.

PGCS provides their clients with a dedicated Subrogation Unit to pursue reimbursements from at-fault third parties. Their current recovery rate is fifty-nine (59) percent of the claim costs expended. PGCS also has a dedicated excess reporting and recovery unit for communication to and securing reimbursement from the excess and/or reinsurance carriers. In addition, PGCS provides a state-approved Special Investigation Unit (SIU) to prevent and pursue fraudulent claims. PGCS offers rewards up to \$10,000.00 for the arrest and conviction of persons committing workers' compensation fraud. This service is provided via a twenty-four hour seven day a week hotline.

PGCS utilizes the RiskMaster system for claims processing. This system captures a wide variety of data, and allows the adjuster to enter an unlimited number of claim notes, process reserve changes, and issue claim payments. Customized reports can be obtained from PGCS's on-line system containing a multitude of data parameters that a client may choose to analyze. The system can be accessed by clients via their website at www.pgcs-tpa.com.

Communication with PGCS's clients is the cornerstone of their claims administration program. Professional adjusters, nurses, management, quarterly in-depth claim review meetings, 24/7 claim reporting, utilization of attorneys specializing in public entity defense, litigation management, and return to work programs are just a sample of how PGCS has set the standard for the industry.

PGCS is committed to partnering with their clients to provide professional and aggressive claim management programs. While they are recognized as the leader in the industry, PGCS is always striving to improve the quality of their programs and expand the services that they offer.

***PREFERRED* SAFETY AND RISK MANAGEMENT SERVICES**

The success of any public sector community is clearly tied to its ability to protect and preserve its human physical assets. This basic premise serves as the cornerstone of an effective Safety Management program and underscores the importance of Risk Control to the community. *Preferred's* Safety and Risk Management Department is very aware of the valuable contribution a comprehensive risk control program makes to the bottom-line of any organization.

At *Preferred*, Safety consultations originate with one basic thought—Specific measures can be recommended to minimize or eliminate the exposures that cause accidents. This does not mean that the workplace become no-risk utopias, but we expect our consultants to recommend measures to control/minimize all types of accidents, injuries and illnesses to our *Preferred* clients' operations and premises.

Stressing our problem solving skills... *Preferred* is dedicated to meeting the challenge of the complex problems facing public sector organizations...disarming these problems and converting them into factors, which work to the advantage of our clients. Our emphasis approach to risk control incorporates the following elements:

- **Exposure Identification** – Assist management in determining areas where a chance of loss might exist.
- **Exposure Measurement and Analysis** – Loss analysis and a review of the consequences of the exposures will be considered to develop alternative methods of control.
- **Determination and Selection of Appropriate Risk Control Methods** – Based on measurement and analysis and after considering alternative approaches, specific recommendations and/or a custom design Risk Control plan will be formulated.
- **Training and Safety Management Consulting** – After considering client needs specific training will be formulated and initiated to fit that need. Key personnel will be provided with the basic knowledge and skills they need to meet those identified needs. Program monitoring is accomplished through follow-up surveys with adjustments to the action plan made as needed. Specialty consulting services are available if necessary.

Preferred's Safety and Risk Management Department evaluates the unique needs to each client, ultimately designing a program that is capable of being integrated into the overall risk control efforts of each client. Our management system's direction to the problem solving approach is the foundation of our Safety and Risk Management Service.

PROPERTY – INLAND MARINE

Term: October 1, 2015 to October 1, 2016

Company: Preferred Governmental Insurance Trust (*Preferred*)

Limits of Liability (Per Schedules Provided):

Covered Property	
\$30,496,326	Stated Value Buildings and Contents
\$1,000,000	Business Income
\$1,000,000	Additional Expense
Special Property Coverages	
\$5,000,000	Flood
Inland Marine	
\$1,599,573	Unscheduled Blanket Inland Marine***
Included in Blanket	Communication Equipment***
\$1,782,331	Contractor's / Mobile Equipment***
\$431,174	Electronic Data Processing Equipment***
Included in Blanket	Emergency Portable Service Equipment***
Included in Blanket	Fine Arts***
Included in Blanket	Other Inland Marine
Included in Blanket	Rented, Leased or Borrowed Equipment♦♦
Included in Blanket	Valuable Papers
Not Covered	Watercraft**

Deductibles: \$5,000 per Occurrence – Buildings and Contents

5% of TIV per Occurrence / Per Location for “Named Storm” subject to minimum of \$20,000 Per Occurrence. Location is defined by each itemized listing on the applicable schedule

\$5,000 any one occurrence for Flood, except:
Excess of maximum NFIP available whether purchased or not or 5% of the TIV at each affected location whichever is greater for Zones A & V

\$1,000 per Occurrence – Inland Marine

***Unscheduled items are subject to a maximum value of \$25,000 or less per item. Items valued above this amount must be scheduled.

**Watercraft, not exceeding 25 feet, coverage is not hull coverage. Limited to Specified Perils only, excluding collision with vehicle.

♦♦Unscheduled items are subject to a maximum value of \$250,000 or less per item, subject to the maximum per occurrence loss limit shown on the Inland Marine Schedule. Items valued above \$250,000 must be scheduled.

This proposal is intended to give a brief overview. Higher limits may be available. Please refer to coverage forms for complete details regarding definition of terms, exclusions and limitations.

PROPERTY – INLAND MARINE

“Named Storm” Definition: *“...the direct action of wind, **including wind driven water and storm surge** when associated with or occurring in conjunction with a storm or weather disturbance which is named...”* Wind driven water and storm surge loss are NOT subject to Flood Sublimit and are included to the blanket limits.

Flood coverage in zones A or V, or within a 100 Year Flood Plain as designated by the United States Army Corps of Engineers, will have a special flood deductible equal to all flood insurance available for such property under the NFIP, whether purchased or not or 5% of the Total Insured Value at each affected location whichever is greater. If such property is not eligible for the National Flood Insurance Program because the community in which the property is located does not participate in the NFIP, the Special Flood Deductible will be \$1,000,000 per insured location damaged in the flood occurrence or 5% of the Total Insured Value at each affected location whichever is greater.

Flood zones A will include, but not be limited to all of the sub-classifications of AO, AH, AE, AR, A1 through A99, or any other sub-classification with the A prefix or designation. Flood zones V will include, but not be limited to all of the sub-classifications of VO, VH, VE, VR V1 through V99, or any other sub-classification with the V prefix or designation. See policy form for special deductible restrictions.

Coverage:

1. Special form (formerly “All Risk”), subject to policy exclusions.
2. Replacement Cost applies to Buildings, Contents and EDP and is subject to all terms and conditions of the coverage agreement the most we will pay for all loss, damage or costs to Real Property and Personal Property in any one occurrence is the lesser of:
 - a. The cost to repair the damaged property; or
 - b. The cost to replace or rebuild with new materials of like size, kind and quality; or
 - c. The selling price on the date of loss of property, other than stock, offered for sale, less all saved expenses; or
 - d. The value reported on the applicable schedule of values. This value is subject to an 80% coinsurance clause.

This endorsement memorializes the intention of the Covered Party to secure property coverage for a value less than the potential cost to rebuild or replace based on the appraisal on file.

3. Inland Marine coverage paid at “Agreed Value” if the valuation type on the Inland Marine schedule is shown as agreed value; or the lesser of Actual Cash Value or 110% of the value reported on the schedule. See policy for complete details.
4. *Preferred* will pay for covered loss to your real property, inland marine or personal property:
 - a. At the location shown on the Schedule of the Declarations,
 - b. Property in the open within 1,000 feet of locations described in a. above,**
 - c. With respects to Inland Marine, at or away from your covered location.
5. Certain coverages subject to sub-limits stated in policy.
6. During the current coverage agreement period, there will be no charge for any new locations acquired after the inception date of the agreement. If the newly added location was owned or acquired prior to the inception date of the coverage agreement then premium is due at the time the location is added.

This proposal is intended to give a brief overview. Higher limits may be available. Please refer to coverage forms for complete details regarding definition of terms, exclusions and limitations.

PROPERTY – INLAND MARINE

Extensions of Coverage	
\$250,000	Accounts Receivable, per occurrence
\$1,000, Any one \$5,000, Aggregate	Animals
\$250,000, or 25% of loss whichever is greater	Debris Removal, per occurrence
\$500,000	Demolition Cost, Ordinance & Increased Cost of Construction, per occurrence
\$250,000	Errors and Omissions, per occurrence
\$5,000	Expediting Expense, per occurrence
\$25,000	Fire Department Charges, per occurrence
\$10,000 Per Occurrence \$20,000 Aggregate	Fungus Cleanup Expense
\$25,000 Per Occurrence \$1,000 Max per Tree	Lawns, Plants, Trees and Shrubs, Excludes Wind (see policy form for additional restrictions)
\$2,000,000	New Locations, per occurrence – 60 days from the date new location(s) is first purchased, rented or occupied, whichever is earlier. See policy for details.
\$25,000 Per Employee \$50,000 Per Occurrence	Personal Property of Employees
\$25,000 Per Occurrence \$50,000 Aggregate	Pollution Cleanup Expense
\$250,000	Preservation of Property, per occurrence
\$10,000	Professional Fees, per occurrence
\$10,000	Recertification, per occurrence
\$100,000	Service Interruption Coverage, per occurrence
\$250,000	Transit, per occurrence

This proposal is intended to give a brief overview. Higher limits may be available. Please refer to coverage forms for complete details regarding definition of terms, exclusions and limitations.

PROPERTY – INLAND MARINE MAJOR EXCLUSIONS

Property **Not** Covered includes but not limited to:

1. Animals, water, land including land on which the property is located, shrubs, trees, lawns, growing crops, or standing timber, except under conditions described in the “Extensions of Coverage” section of the policy.
2. Aircraft.
3. Property you sold under conditional sale, trust agreement, installment payment, or other deferred payment plan after such property has been delivered to the customer.
4. Caves, caverns, mines or any type, or any property contained within them.
5. Currency, money, notes or securities.
6. Dams, dikes or levees.
7. Contraband or property in the course of illegal transportation or trade.
8. Property covered under import or export ocean cargo policies.
9. Property you transport as a common carrier.
10. Property shipped by mail, unless sent registered or certified.
11. Watercraft unless loss is from a specified peril and scheduled on the inland marine schedule.
12. Vehicles licensed or designed for highway use, unless shown on the Property Declaration, Extensions of Coverage item U, and then no coverage for any **over the road coverage**, or collision with another vehicle or object. The AOP deductible applies per occurrence and in the event of a Named Storm the Named Storm deductible applies per vehicle rather than per location. This coverage is paid at actual cash value at time of loss.
13. Bulkheads, docks, piers, wharves, retaining walls, boardwalks or underwater conduits from: freezing and thawing; impact of watercraft; waves, or debris driven by waves; pressure or weight of ice or water, whether driven by wind or not; or sinking or settling.
14. Electrical or communication lines, towers, and poles you own that are not located on a “covered location” insured under this policy.
15. Personal property of volunteers.

Excluded Risks of Direct Physical Loss include but not limited to:

1. War, invasion, acts of foreign enemies, hostilities or war like operations, civil war, rebellion, revolution, insurrection, civil commotion, military, usurped power, or any act of terrorism
2. Biological or Chemical Materials
3. Electronic Data or Electronic Data Recognition Exclusion
4. Asbestos
5. Damage caused by electronic currents artificially generated.
6. Pollution, except as provided under “Extensions of Coverage”
7. Building ordinance enforcement or Government action
8. Nuclear reaction
9. Utility failure
10. Fungus, except as provided under “Extensions of Coverage”
11. Any offshore oil well or oil shipping/tanker incident and the ensuing oil spill
12. Earth movement, whether sudden or gradual

This proposal is intended to give a brief overview. Higher limits may be available. Please refer to coverage forms for complete details regarding definition of terms, exclusions and limitations.

COINSURANCE EXAMPLE

Coinsurance Example:	
Amount of Loss	\$40,000
Building Insured For	\$100,000
Replacement Cost at Time of Loss	\$150,000
Coinsurance Percentage	80%
Minimum Amount Building Should Be Insured For	\$120,000
Deductible	\$5,000

Step 1: $\$150,000 \times .80 = \$120,000$

Step 2: $\$100,000 / \$120,000 = .83$

Step 3: $\$40,000 \times .83 = \$33,200$

Step 4: $\$33,200 - \$5,000 = \$28,200$

In this example, the trust would pay \$28,200 of the \$40,000 loss.

This proposal is intended to give a brief overview. Higher limits may be available. Please refer to coverage forms for complete details regarding definition of terms, exclusions and limitations.

GENERAL LIABILITY

Term: October 1, 2015 to October 1, 2016

Company: Preferred Governmental Insurance Trust (*Preferred*)

Form: Occurrence

Limits of Liability:

General Liability

Bodily Injury and Property Damage	\$1,000,000 per Occurrence
Personal Injury and Advertising Injury	Included per Person or Organization
Products / Completed Operation Agg	Included
Fire Damage	Included
Medical Payments	\$2,500

Employee Benefits Liability \$1,000,000 per Occurrence

Deductible: \$25,000 per Occurrence

Coverage:

- | | |
|---|--|
| <ol style="list-style-type: none"> 1. EMT/Paramedic Professional Services 2. Premises Operations 3. "Insured" Contracts 4. Host Liquor Liability 5. Broad Form Property Damage Subject to \$2,500 Personal Property of Others Sublimit 6. Watercraft Liability (under 52 feet). See policy form for limitations 7. Limited Worldwide Coverage 8. Additional Covered Party 9. Failure to Supply Water | <ol style="list-style-type: none"> 10. Vicarious Law Enforcement Liability with a sublimit of [\$1,000,000. 11. Principle of Eminent Domain Including Inverse Condemnation, claims brought under the "Bert J. Harris, Jr., Private Property Rights Protection Act" \$100,000 per Occurrence / Annual Aggregate. 12. Sewer Backup and Water Damage with a sublimit of \$10,000/\$200,000 for non-negligent claims and \$200,000/\$200,000 for negligent claims. 13. Herbicide and Pesticide Sublimit of \$1,000,000 or GL Limit, whichever is less. |
|---|--|

Notes of Importance:

1. Premium is not audited.
2. Defense Costs are paid in addition to policy limits.
3. In the event that an occurrence, accident or offense continues beyond the policy period, the applicable deductible would apply separately to each policy period in which the occurrence, accident or offense was committed or was alleged to have been committed.
4. Limits of Liability are subject to Florida Statute 768.28.
5. Deductible does not apply to claims expense.

This proposal is intended to give a brief overview. Higher limits may be available. Please refer to coverage forms for complete details regarding definition of terms, exclusions and limitations.

GENERAL LIABILITY

Exclusions, but not limited to:

- Expected or intended injury
- Contractual Liability
- Liquor Liability
- Workers' Compensation and similar laws
- Employer's Liability
- Pollution
- Aircraft, Auto or Watercraft
- Mobile Equipment
- War
- Damage to Your Property, Product or Work
- Damage to Impaired Property or Property Not Physically Injured
- Recall of Products, Work or Impaired Property
- Racketeering
- Law Enforcement, except for vicarious liability arising out of an act or omission by a law enforcement agency that is not owned, operated or controlled by the "Covered party" if there is a contract with an outside agency to provide law enforcement for your entity.
- Asbestos, Mold, Fungi, or Bacteria
- Liability arising out of or caused or contributed to by any ownership, maintenance, operation, use, loading, unloading or control of or responsibility for any airfield, airport, aircraft, runway, hangar, building or other property or facility designed for, used, connected, associated or affiliated with or in any way related to aviation or aviation activities; this exclusion does not apply to premises exposure for those common areas open to the public including but not limited to parking areas, sidewalks, and terminal buildings.
- Failure or inability to supply or any interruption of any adequate quantity of power, steam, pressure, or fuel
- Subsidence, erosion or earth movement.
- Hospital / Clinic Medical Malpractice or Health Care Facilities
- Professional Health Care Services, but not including emergency medical services for first aid performed by emergency medical technicians, paramedics or Medical Director while in the course and scope of their duties.
- ERISA
- Actual or alleged illegal discrimination
- Injunctive, declaratory or equitable relief
- Actual or alleged deterioration, bursting breaking, leaking, inadequacy, design of, control of, maintenance of, or any other alleged responsibility for any structure device, or water course, natural or man-made, including, but not limited to: dams, reservoirs, levees, banks, embankments, gates, canals, ditches, gutters, sewers, aqueducts, channels, culvert, retaining walls, drains, tanks, watershed, or drains, a purpose of which is the containing, carrying, impeding, channeling, diverting, or draining of water or other liquid. Does not apply only as to the bursting or failure of man-made sewer, storm water, grey water or potable water supply pipes owned and maintained by Covered Party.
- Sexual abuse after initial discover

This proposal is intended to give a brief overview. Higher limits may be available. Please refer to coverage forms for complete details regarding definition of terms, exclusions and limitations.

PUBLIC OFFICIALS LIABILITY EMPLOYMENT PRACTICES LIABILITY

Term: October 1, 2015 to October 1, 2016

Company: Preferred Governmental Insurance Trust (*Preferred*)

Form: Duty to Defend

Retroactive Date: Full Prior Acts

Coverage: Pays damages the insured becomes legally obligated to pay because of a “wrongful act” arising out of the discharge of duties

Limits of Liability:

Public Officials Liability	\$1,000,000 per Claim \$1,000,000 Annual Aggregate
Employment Practices Liability	\$1,000,000 per Claim \$1,000,000 Annual Aggregate
Media Content Services, Network Security & Privacy Liability	\$1,000,000 each claim \$1,000,000 Aggregate for all Notification Costs \$1,000,000 Aggregate for all Regulatory Fines & Expenses

Deductibles:

Public Officials Liability	\$50,000 per Claim
Employment Practices Liability	\$50,000 per Claim
Media Content, Services, Network Security & Privacy Liability	Same as Public Officials Liability Deductible

Supplementary Payments:

1. Employee pre-termination legal consultation services - \$2,500 per employee/\$5,000 aggregate.
2. Non-Monetary claims defense costs subject to a \$100,000 aggregate limit and the terms and conditions of the policy.

This proposal is intended to give a brief overview. Higher limits may be available. Please refer to coverage forms for complete details regarding definition of terms, exclusions and limitations.

PUBLIC OFFICIALS LIABILITY EMPLOYMENT PRACTICES LIABILITY

Notes of Importance:

1. Defense Costs are paid in addition to policy limits.
2. Deductible does not apply to claims expense.
3. Broadened definition of “Who is an Insured.”
4. Limits of Liability are subject to Florida Statute 768.28.

Exclusions, but not limited to:

- Criminal Acts
- Non-Monetary relief except as provided in the Supplementary Payments
- Bodily Injury, Personal Injury, Property Damage, Advertising Injury
- Damages arising out of Inverse Condemnation, Eminent Domain, Temporary or Permanent taking, Adverse Possession, Dedication by adverse Use, Condemnation Proceedings, or claims brought under Florida Statute 70.001 the “Bert J. Harris Jr., Private Property Rights Protection Act” or any similar claim by whatever named called.
- War, Invasion, Acts of foreign enemies, hostiles or warlike operations, strike, lock-out, riot, civil war, rebellion, revolution, insurrection or civil commotion
- Failure to effect and maintain insurance
- Fiduciary Liability
- Pollution
- Workers’ Compensation, Employers Liability and similar laws
- Nuclear
- ERISA of 1974, any similar state or local laws, and any rules and regulations promulgated thereunder and amendments thereto.
- Infringement of copyright, trademark, plagiarism, piracy or misappropriation of any ideas or other intellectual property
- Contractual Liability
- Health Care Professional or Health Care Facilities
- Prior and Pending claims
- Workers’ Adjustment and Retraining Notification Act, OSHA, RICO, or ADA
- Law Enforcement Activities
- Insured vs. Insured
- Bonds, Taxes or Construction contracts
- Collective Bargaining Agreements
- Capital Improvement to make property more accessible or accommodating to disabled persons
- Punitive Damages
- Return or improper assessment of taxes, assessments, penalties, fines, fees

This proposal is intended to give a brief overview. Higher limits may be available. Please refer to coverage forms for complete details regarding definition of terms, exclusions and limitations.

PUBLIC OFFICIALS LIABILITY EMPLOYMENT PRACTICES LIABILITY

Claims Made Policy:

When a policy is on a claims-made basis, coverage triggers based on the actual filing date or receipt of the claim, in addition to the date of loss or injury. It handles any insured loss or claim filed during the policy period, regardless of when the actual loss or injury occurred, subject to the retroactive date on the declarations. Claims-made coverage applies only to covered losses that occur after the retroactive date.

Extended Reporting Periods:

Preferred provides the following Extended Reporting Periods options in the event coverage is cancelled or non-renewed:

Automatic Extended Reporting Period – continued coverage granted for a period of 60 days following the effective date of termination or nonrenewal, but only for Claims first made during the 60 days and arising from Wrongful Acts taking place prior to the effective date of the termination or nonrenewal.

Optional Extended Reporting Period – The Public Entity shall have the right, upon payment of up to 200% of the expiring premium, to purchase an Optional Extended Reporting Period, for the period of 12 months following the effective date of the cancellation or nonrenewal, but only for Claims first made during the Optional Extended Reporting Period and arising from Wrongful Acts taking place prior to the effective date of the termination or nonrenewal.

This proposal is intended to give a brief overview. Higher limits may be available. Please refer to coverage forms for complete details regarding definition of terms, exclusions and limitations.

EQUIPMENT BREAKDOWN

Term: October 1, 2015 to October 1, 2016

Company: Continental Casualty Insurance Company
(Rated A, XV by A.M. Best)

Coverage: Comprehensive Form Covering Boilers, Pressure Vessels,
& Electrical Machines including Air Conditioning, Refrigeration
Equipment, Electrical Apparatus and Electronic Computer or
Electronic Data Processing Equipment Including Production
Machines; (Form EB0020)

Property Damage:

Limit:	Coverage:
\$96,257,084	Combined Property Damage/Business Interruption/Extra Expense Per Accident
\$2,000,000	Water Damage
Included	Ammonia Contamination
\$2,000,000	Hazardous Substance Coverage
\$2,000,000	Data & Media Coverage
\$2,000,000	Ordinance or Law
\$2,000,000	Additional/Expediting Expenses

Deductibles: \$5,000 except:
Turbines or Generators 10% of loss or \$10,000 whichever is greater
Locations Covered As listed on the property schedule

Combined Business Interruption/Extra Expense:

Form: Actual Loss Sustained

Limit of Loss: Included

Deductible: 24 Hours

Coinsurance: Waived upon receipt of annual values

This proposal is intended to give a brief overview. Higher limits may be available. Please refer to coverage forms for complete details regarding definition of terms, exclusions and limitations.

EQUIPMENT BREAKDOWN

Utility Interruption Coverage

Limit:	Included – Applies to BI/EE Coverage
Deductible/Waiting Period (24 hours):	24 Hours Applies to BI/EE Coverage (See Property Damage)
Utility Services:	Electricity, Water, Gas, Steam, Refrigeration, Telecommunications

Spoilage Coverage:

Limit of Loss:	Included
Coinsurance:	Waived
Deductible:	Included (See Property Damage)
Specified Property:	Food Products in Storage while under Refrigeration

Special Provisions:

1. 90 Days Notice of Cancellation except Non-Payment
2. CFC Refrigerants Included
3. 180 Days Automatic Coverage for New Locations
4. Errors and Omissions Clause (Endts) Included
5. Liberalization Included
6. Joint or Disputed Loss Agreement
7. Computer Equipment Included

This proposal is intended to give a brief overview. Higher limits may be available. Please refer to coverage forms for complete details regarding definition of terms, exclusions and limitations

PREMIUM RECAPITULATION**Page 1 of 1**

	<u>Annual Premium</u>	<u>Check Option</u>	
		<u>Accept</u>	<u>Reject</u>
Property / Inland Marine	\$178,648.00	<input type="checkbox"/>	<input type="checkbox"/>
General Liability	\$116,596.00	<input type="checkbox"/>	<input type="checkbox"/>
Public Officials / Employment Practices Liability	\$66,674.00	<input type="checkbox"/>	<input type="checkbox"/>
Two-Year Coverage Agreement*		<input type="checkbox"/>	<input type="checkbox"/>
<i>*Please refer to the next page for details on the Two-Year Offer</i>			
Equipment Breakdown	\$12,750.00	<input type="checkbox"/>	<input type="checkbox"/>

I authorize PRIA to request the underwriters to bind coverage on the items indicated above and acknowledge receipt of the Compensation and Financial Condition Disclosure(s) provided in this proposal.

PLEASE SIGN AND DATE_____
(Signature)_____
(Name & Title)_____
(Date)

IMPORTANT NOTE:

Preferred's quote covers two (2) annual twelve month periods, from 10/01/2015 12:00:00 AM to 10/01/2016 12:00:00 AM and from 10/01/2016 12:00:00 AM to 10/01/2017 12:00:00 AM. The following conditions apply in addition to all other conditions of this quote:

- A. All Aggregate limits reset for the period 10/01/2016 12:00:00 AM to 10/01/2017 12:00:00 AM. Losses applying to one annual coverage period will not erode the aggregate limits of another annual coverage period.
- B. The premium for the period 10/01/2016 12:00:00 AM to 10/01/2017 12:00:00 AM will be determined based on updated exposure values for the period.
- C. Rates for the period 10/01/2016 12:00:00 AM to 10/01/2017 12:00:00 AM will be identical to those for the period commencing 10/01/2015 12:00:00 AM, with premiums subject to the following:
 - 1. NCCI Experience modification factors will be applied as promulgated.
 - 2. Changes to Schedules: Property, Inland Marine, and Automobile symbol 7 only
 - 3. Payroll
 - 4. Number of Employees
- D. In the event of cancellation of any line of business prior to 10/01/2017 12:00:00 AM, a penalty equal to 60 days premium of such line(s) of business shall become earned, any provision of the agreement to the contrary notwithstanding.
 - 1. This penalty is earned and payable regardless of when notice of such cancellation is given, or the effective date of such cancellation.

Notes of Importance:

1. Quotes provided in the proposal are valid until 10/01/2015 After this date terms and conditions are subject to change by the underwriters.
2. *Preferred* is not subject to the Florida Insurance Guaranty Act, in the event it becomes unable to meet its claims payment obligations. However, insured is named on excess of loss policies.
3. Some of the Carriers of the *Preferred* excess of loss policies are issued pursuant to the FL Surplus Lines laws. Entities insured by surplus lines carriers do not have the protection of the FL Insurance Guaranty Act to the extent of any right of recovery for the obligation of an insolvent, unlicensed insurer.
4. Quote is subject to review and acceptance by *Preferred* Board of Trustees.
5. Premiums are subject to change if all lines of coverage quoted are not bound. **Premiums are subject to 25% minimum premium upon binding.**
6. Not all coverages requested may be provided in this quotation.
7. Flood quotes from NFIP may be available. Please advise your agent if you have property located in zones A or V and would like to have separate NFIP quotes.
8. Property values are based on information supplied by you. You should have reviewed your property schedule and as you deem necessary have appraisals done to verify your reported values are accurate based on current market conditions.
9. The Trust requires all Members to maintain valid and current certificates of workers' compensation insurance for all work performed by persons other than its employees.
10. **The total premium is due within 30 days of inception. Premium financing can be arranged if needed.**
11. Quote is not bound until written orders to bind are received from the insured and the Trust subsequently accepts the risk.
12. Should signed application reveal differing details/data than original application received, the entire quote/binder is subject to revision and possible retraction.
13. Higher limits of liability may be available. Please consult with your agent.
14. This proposal is based upon exposures to loss made known to the Public Risk Insurance Agency. Any changes in exposures (i.e. new operations, new acquisitions of property or change in liability exposure) need to be promptly reported to us in order that proper coverage may be put into place.
15. **This proposal is intended to give a brief overview. Please refer to coverage agreements for complete information regarding definition of terms, deductibles, sub-limits, restrictions and exclusions that may apply. In the event of any differences, the policy will prevail.**

Retail Compensation Disclosure

In addition to the commissions or fees received by us for assistance with the placement, servicing, claims handling, or renewal of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesale brokers, reinsurance intermediaries, underwriting managers and similar parties, some of which may be owned in whole or in part by Brown & Brown, Inc., may also receive compensation for their role in providing insurance products or services to you pursuant to their separate contracts with insurance or reinsurance carriers. That compensation is derived from your premium payments. Additionally, it is possible that we, or our corporate parents or affiliates, may receive contingent payments or allowances from insurers based on factors which are not client-specific, such as the performance and/or size of an overall book of business produced with an insurer. We generally do not know if such a contingent payment will be made by a particular insurer, or the amount of any such contingent payments, until the underwriting year is closed. That compensation is partially derived from your premium dollars, after being combined (or “pooled”) with the premium dollars of other insured’s that have purchased similar types of coverage. We may also receive invitations to programs sponsored and paid for by insurance carriers to inform brokers regarding their products and services, including possible participation in company-sponsored events such as trips, seminars, and advisory council meetings, based upon the total volume of business placed with the carrier you select. We may, on occasion, receive loans or credit from insurance companies. Additionally, in the ordinary course of our business, we may receive and retain interest on premiums you pay from the date we receive them until the date of premiums are remitted to the insurance company or intermediary. In the event that we assist with placement and other details of arranging for the financing of your insurance premium, we may also receive a fee from the premium finance company.

Questions and Information Requests: Should you have any questions or require additional information, please contact this office at 386-252-6176 or, if you prefer, submit your question or request online at <http://www.bbinsurance.com/customerinquiry.shtml>.

***PREFERRED* Compensation Disclosure**

We appreciate the opportunity to assist with your insurance needs. Information concerning additional compensation paid to other entities for this placement and related services appears below. Please do not hesitate to contact us if any additional information is required.

Our office is owned by Brown & Brown, Inc. Brown & Brown entities operate independently and are not required to utilize other companies owned by Brown & Brown, Inc., but routinely do so.

For the 2015 – 2016 policy year, your insurance was placed with Preferred Governmental Insurance Trust (*Preferred*). *Preferred* is an insurance trust formed by Florida public entities through an Interlocal Agreement for the purpose of providing its members with an array of insurance coverages and services. *Preferred* has contracted with entities owned by Brown & Brown, Inc. to perform various services. As explained below, those Brown & Brown entities are compensated for their services.

Preferred has contracted with Public Risk Underwriters (PRU), a company owned by Brown & Brown, Inc., to administer *Preferred*'s operations. The administrative services provided by PRU to *Preferred* include:

- Underwriting
- Coverage review
- Marketing
- Policy Review
- Accounting
- Issuance of *Preferred* Coverage Agreements
- *Preferred* Member Liaison
- Risk Assessment and Control

Pursuant to its contract with *Preferred*, PRU receives an administration fee, based on the size and complexity of the account, of up to 12.5% of the premium you pay to *Preferred*. PRU may also receive commissions from insurance companies with whom it places your coverage, which commissions are derived from the premium you pay to *Preferred*. Multiple underwriters may be involved in the placement of your coverage. If so, they also may be compensated for their services from the premium you pay to *Preferred*.

Preferred has also contracted with Preferred Governmental Claims Solutions (PGCS), a company owned by Brown & Brown, Inc., for purposes of administering the claims of *Preferred* members. The services provided by PGCS to *Preferred* may include:

- Claims Liaison with Insurance Company
- Claims Liaison with *Preferred* Members
- Claims Adjustment

PREFERRED Compensation Disclosure (continued)

Pursuant to its contract with *Preferred*, PGCS receives a claims administration fee for those accounts which PGCS services of up to 5% of the non-property portion of the premiums you pay to *Preferred*.

Preferred also utilizes wholesale insurance brokers, some of which (such as Peachtree Special Risk Brokers and MacDuff Underwriters) are owned by Brown & Brown, Inc., for the placement of *Preferred's* insurance policies, and for individual risk placements for some *Preferred* members (excess and surplus lines, professional liability coverage, etc.). The wholesale insurance broker may provide the following services:

- Risk Placement
- Coverage review
- Claims Liaison with Insurance Company
- Policy Review
- Current Market Intelligence

The wholesale insurance broker's compensation is derived from your premium, and is largely dictated by the insurance company. It typically ranges between 10% and 17% of the premiums you pay to *Preferred* for your coverage. Some wholesale brokers used by Brown & Brown to place your coverage may also act as Managing General Agents for various insurance companies, and may be compensated directly by those insurance companies for their services in placing and maintaining coverage with those particular companies.

The wholesale insurance brokerage utilized in the placement of property insurance was Peachtree Special Risk Brokers, which is a company owned by Brown & Brown Inc. Furthermore, any professional liability coverage afforded by the package of insurance you purchased was acquired through Apex Insurance Services, which is also a company affiliated with Brown & Brown Inc.

NOTICE OF CARRIER FINANCIAL STATUS

Risk Management Associates, Inc. dba Public Risk Insurance Agency, and its parent company, Brown & Brown, Inc. (collectively "Brown & Brown") do not certify, warrant or guarantee the financial soundness or stability of any insurance carrier or alternative risk transfer or pooling entity. We endeavored to place your coverage with an insurance carrier with an A.M. Best Company financial rating of "A-" or better.* While Brown & Brown cannot certify, warrant or guarantee the financial soundness or stability of any insurance carrier or alternative risk transfer or pooling entity or otherwise predict whether the financial condition of any such entity might improve or deteriorate, we are hereby providing you with notice and disclosure of financial condition so that you can make an informed decision regarding the placement of coverage. Accordingly, with receipt of this notice you acknowledge the following with regard to the placement and any subsequent renewal of the coverage indicated below:

- Brown & Brown attempted to present other options for your insurance placement, including quotations with insurance carriers holding an "A-" or better rating from A.M. Best Company, but we were unable to secure such a quote.
- Coverage is being placed through **Preferred Governmental Insurance Trust** ("**Preferred**"), which is as a Florida local government self-insurance fund established pursuant to Section 624.4622, Florida Statutes, as such **Preferred** is not rated by the A.M. Best Company.
- **Preferred** is not subject to the protections afforded by any state guaranty fund or association.
- The financial condition of insurance companies and other coverage providers including local government self-insurance funds like **Preferred** may change rapidly and those such changes are beyond the control of Brown & Brown.
- You should review the financial and membership information from **Preferred** and agree to abide by the conditions of membership established by **Preferred**.
- You should consider the information provided, including the **Preferred** coverage quote and coverage placement and review it with your accountants, legal counsel and advisors.

Named Insured: City of Margate
Policy Number: PK FL1 0062508 15-07
Policy Period: 10/1/15-10/1/16
Date of Notice: 8/24/15

* A.M. Best Rating Guide: **Rating for Stability: A++ to D = Highest to lowest rating**
Rating for Assets/ Surplus: 15 to 1 - Largest to smallest rating

Guide to Bests Ratings		
Best Category	Rating	Description
Secure	A++	Superior
Secure	A+	Superior
Secure	A	Excellent
Secure	A-	Excellent
Secure	B++	Very Good
Secure	B+	Very Good
Vulnerable	B	Fair
Vulnerable	B-	Fair
Vulnerable	C++	Marginal
Vulnerable	C+	Marginal
Vulnerable	C	Weak
Vulnerable	C-	Weak
Vulnerable	D	Poor
Vulnerable	E	Under Regulatory Supervision
Vulnerable	F	In Liquidation
Vulnerable	S	Rating Suspended
Not Rated	NR-1	Insufficient Data
Not Rated	NR-2	Insufficient Size and/or operating experience
Not Rated	NR-3	Rating Procedure Inapplicable
Not Rated	NR-4	Company Request
Not Rated	NR-5	Not Formally Followed
Rating Modifier	u	Under Review
Rating Modifier	q	Qualified
Affiliation Code	g	Group
Affiliation Code	p	Pooled
Affiliation Code	r	Reinsured

Guide to Best's Financial Size Categories		
Reflects size of	I	Less than \$1,000,000
insurance company	II	\$1,000,000 - \$2,000,000
based on their	III	\$2,000,000 - \$5,000,000
capital, surplus	IV	\$5,000,000 - \$10,000,000
and conditional	V	\$10,000,000 - \$25,000,000
reserve funds in	VI	\$25,000,000 - \$50,000,000
U.S. dollars.	VII	\$50,000,000 - \$100,000,000
	VIII	\$100,000,000 - \$250,000,000
	IX	\$250,000,000 - \$500,000,000
	X	\$500,000,000 - \$750,000,000
	XI	\$750,000,000 - \$1,000,000,000
	XII	\$1,000,000,000 - \$1,250,000,000
	XIII	\$1,250,000,000 - \$1,500,000,000
	XIV	\$1,500,000,000 - \$2,000,000,000
	XV	Greater than \$2,000,000,000

Public Risk Insurance Agency always strives to place your coverage with highly secure insurance companies. We cannot, however, guarantee the financial stability of any carrier.



PUBLIC ENTITY SIGNATURE PAGE

Covered Party: City of Margate

Agreement Number: PK2FL1 0062508 15-07

Coverage Period: From: 10/01/2015 to 10/01/2017

I hereby confirm that limits/coverages as shown hereunder, corresponding with the Coverage Agreement, are correct:

<input checked="" type="checkbox"/>	Property TIV	\$30,496,326 Buildings & Contents Combined
<input checked="" type="checkbox"/>	Inland Marine	

<input type="checkbox"/> N/A	Property TRIA (Terrorism Risk Insurance Act) coverage
------------------------------	---

<input type="checkbox"/> N/A	Automobile	0 # of Units - Auto Liability
		0 # of Units - Comprehensive
		0 # of Units - Collision

<input checked="" type="checkbox"/>	I hereby confirm that I have received a copy of Preferred's Current Interlocal Agreement (which was last amended October 1, 2004) and amendment A (which was effective October 1, 2013).
-------------------------------------	--

<input type="checkbox"/> N/A	I confirm having read and agreed to the terms as laid out in the attached PGIT Participation Agreement (which also requires a signature)
------------------------------	--

Please remember that a signed copy of the following are also required:

- First Page of PGIT application
- Uninsured Motorist Rejection / Election form, if applicable
- Professional Liability (POL / EPLI or ELL / EPLI) application, if applicable.

PLEASE SIGN AND DATE

Signature

Title

Date

Name

Please note: Failure to return this signature page could result in cancellation of coverage.