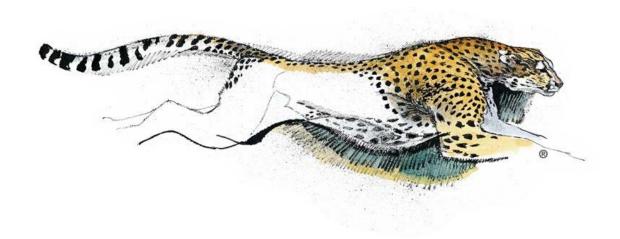
# City of Margate

## Insurance Proposal 2016-2017 REVISED 9/7/16



# 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 REVISED 9/7/16

Overv	view	1
	The Agency of Public Risk Insurance Agency	
	An Introduction to Your Service Team	
	Preferred Governmental Insurance Trust	
	Preferred Board of Trustees and Risk Advisory Members	
	Claims Services & Safety and Risk Management Services	
	, c	
Prope	erty	2
Genei	ral Liability	3
		_
Public	c Officials & Employment Practices Liability	4
Equip	oment Breakdown	5
Rroka	er Recommendation/Premium Recapitulation	6
DIUNC	Notes of Importance	U
	Compensation Disclosures	
	Carrier Financial Status	
	Guide to Best's Ratings	
Items	Required Prior to Binding	7
	Acceptance of Proposal – Premium Recapitulation	
	Preferred Signature Page	
	POL/FPLI Application	



#### 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 6<sup>th</sup> largest independent insurance agency in the United States and 7<sup>th</sup> 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		
Matt Montgomery Executive Vice President	(386) 239-7245	mmontgomery@bbpria.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
Kyle Stoekel Account Executive	(386) 944-5805	kstoekel@bbpria.com
Service Representatives		
Brittany O'Brien, CIC, CRM Risk Management Department Leader	(386) 239-8823	bobrien@bbpria.com
Melody Blake, ACSR Account Representative	(386) 239-4050	mblake@bbpria.com
Patricia Jenkins, CPSR Account Representative	(386) 239-4042	pjenkins@bbpria.com
Karen Bryan Account Representative	(386) 239-4056	kbryan@bbpria.com
Linda Burtchett Account Representative	(386) 239-4043	lburtchett@bbpria.com
Christina Carter Account Representative	(386) 239-4040	ccarter@bbpria.com
Danielle Coggon Account Representative	(386) 239-4048	dcoggon@bbpria.com
Nichole Paugh Assistant Account Representative	(386) 239-8866	npaugh@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	<b>Employment Practices Liability</b>	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 evergrowing 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 Mayor	
Chris Hoffman	Vice Chair	City of Jacksonville Beach Commissioner	
Kathryn Bryant	Secretary	Marion County Commissioner	
Welton Cadwell	Trustee	Lake Emergency Medical Services  Commissioner	
Thomas Rice, Sr.	Trustee	South Indian River WCD Vice President	
Fred Hawkins, Jr.	Trustee	Osceola County Commissioner	
Charles Walsey	Trustee	Cypress Grove CDD  Chair	
Gary Bruhn	Trustee	City of Windermere <i>Mayor</i>	

Risk Advisory Board		
Lori P. McCullers	Board Member	City of Naples Risk Manager
Christina Maguire	Board Member	City of Ormond Beach Risk Manager
Deborah L. Franklin, MA	Board Member	The Villages CDD HR Director
Keri Martin	Board Member	City of Winter Park Risk Manager
Jennifer Poirrier	Board Member	City of Treasure Island Personnel Director
Rickey Kendall	Board Member	HART Safety & Risk Director
Maureen Gochee	Board Member	City of Titusville Risk Manager
Denise Manual	Board Member	Gulf County BOCC HR/Risk Management Director



#### **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 <a href="https://www.pgcs-tpa.com">www.pgcs-tpa.com</a>.

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

<u>Term</u>: October 1, 2016 to October 1, 2017

<u>Company</u>: Preferred Governmental Insurance Trust (*Preferred*)

Limits of Liability (Per Schedules Provided):

Covered Property		
\$30,496,326	Blanket Buildings and Contents	
\$1,000,000	Business Income	
\$1,000,000	Additional Expense	

Special Property Coverages			
\$5,000,000	Flood		

Inland Marine		
\$1,600,000	Unscheduled Blanket Inland Marine***	
Included in Blanket	Communication Equipment***	
\$1,979,246	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	
Not Covered	Rented, Leased or Borrowed Equipment◆◆	
Included in Blanket	Valuable Papers	
\$2,950	Watercraft**	

<u>Deductibles</u>: \$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



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

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

<sup>♦♦</sup>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 schedule.

#### 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 is subject to all terms and conditions of the coverage agreement the most we will pay for all loss, damage or costs in any one occurrence is the applicable limits of liability shown in the property declaration. The blanket limit of coverage shown in the property declaration applies to all covered property unless a separate limit, lower limit or reduced amount of coverage is indicated elsewhere in the coverage agreement or in the property declaration.
- 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. No Coinsurance Clause.
- 6. Certain coverages subject to sub-limits stated in policy.
- 7. 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.



## 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		



# 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 Date 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



#### GENERAL LIABILITY

Term: October 1, 2016 to October 1, 2017

<u>Company</u>: 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

<u>Deductible:</u> \$25,000 per Occurrence

#### Coverage:

- 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

- 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 nonnegligent 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.



#### 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



# PUBLIC OFFICIALS LIABILITY EMPLOYMENT PRACTICES LIABILITY

<u>Term</u>: October 1, 2016 to October 1, 2017

<u>Company</u>: Preferred Governmental Insurance Trust (*Preferred*)

<u>Form</u>: Claims Made – Duty to Defend

Retroactive Date: Full Prior Acts

<u>Coverage</u>: 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.



## 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



## 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.



#### **EQUIPMENT BREAKDOWN**

<u>Term:</u> October 1, 2016 to October 1, 2017

Company: Continental Casualty Insurance Company

(Rated A, XV by A.M. Best)

<u>Coverage:</u> Coverage Form ISO 00200911 and accompanying endorsements.

Covering Boilers, Pressure Vessels, Mechanical & Electrical Equipment including Air Conditioning, Refrigeration Equipment,

Computer Equipment and Production Machines.

#### **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
\$2,000,000	Data & Media
\$2,000,000	Ordinance or Law
\$2,000,000	Expediting Expenses
\$100,000	
Max/25% of	Green Upgrades Increased Cost of Loss
the PD Loss	

<u>Deductibles</u>: \$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

Extended Period of Restoration: 5 Days



# PREMIUM RECAPITULATION Page 1 of 1 REVISED 9/7/16

	Annual Premium	Check Accept	Option Reject
Property	\$159,986.00		
Inland Marine	\$14,193.00		
General Liability			
\$25,000 Deductible	\$129,805.00		
\$50,000 Deductible	\$83,991.00		
Public Officials / Employment Practices Liability	\$68,975.00		
Two-Year Coverage Agreement*			
*Please refer to the next page for details on the Two-Year Offer			
Equipment Breakdown	\$12,750.00		
I authorize PRIA to request the underwriters to bind concentration and Financial proposal.  (Signature)  (Name & Title)	0		

(Date)



## **Preferred 2-Year Coverage Agreement Option IMPORTANT NOTE:**

*Preferred*'s quote covers two (2) annual twelve month periods, from 10/01/2016 12:00:00 AM to 10/01/2017 12:00:00 AM and from 10/01/2017 12:00:00 AM to 10/01/2018 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 10/01/2017 12:00:00 AM to 10/01/2018 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 10/01/2017 12:00:00 AM to 10/01/2018 12:00:00 AM will be determined based on updated exposure values for the period.
- C. Rates for the period 10/01/2017 12:00:00 AM to 10/01/2018 12:00:00 AM will be identical to those for the period commencing 10/01/2016 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
  - 3. Payroll
  - 4. Number of Employees
- D. In the event of cancellation of any line of business prior to 10/01/2018 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 10/1/2016. 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/Company 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.

<u>Questions and Information Requests</u>: 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 <a href="http://www.bbinsurance.com/customerinquiry.shtml">http://www.bbinsurance.com/customerinquiry.shtml</a>.



#### **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 2016 – 2017 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 may have other options for your insurance placement, including quotations with insurance carriers holding an "A-" or better rating from A.M. Best Company. Alternative quotes may be available with an A- or better rated carrier upon your request.
- 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 that 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 16-08

Policy Period: 10/1/16-10/1/17

Date of Notice: 9/6/16

\* 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		
<b>Best Category</b>	Rating	Description
Secure	A++	Superior
Secure	A+	Superior
Secure	A	Excellent
Secure	A-	Excellent
Secure	B++	Very Good
Secure	B+	Very Good
Vulnerable	В	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	Ш	\$2,000,000 - \$5,000,000
capital, surplus	IV	\$5,000,000 - \$10,000,000
and conditional	${f V}$	\$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.





Renewal Application Muni [PK FL1 0062508 16-08]

Coverage Term:

10/01/2016 - 10/01/2017

Member Name:

Margate, City of

Agency:

PRIA - Daytona

Page 4
Portal Reference # 211293

#### COVERAGE INFORMATION - PROFESSIONAL LIABILITY - PUBLIC OFFICIALS & EMPLOYMENT PRACTICES

THIS IS AN APPLICATION FOR "CLAIMS MADE AND REPORTED" COVERAGE

PC	DL/ELL/EPLI	New Response
1 PO	L Limit:	\$1,000,000
2 PO	L Deductible:	\$50,000
3 EP	LI Limit:	\$1,000,000
4 EP	LI Deductible:	\$50,000
	enewal, skip to question 9. If new business - Nho is your current POL/EPLI carrier?	
6 V	What is your current POL/EPLI Limit?	
7 \	What is your current POL/EPLI Deductible?	
Dat	Does your current POL/EPLI coverage have a Retro te? If so, what is it?	
	s your POL/EPLI coverage ever been cancelled or n-renewed? If yes, please explain.	No
0 Tot	al Number of Board Members	5
1 Are	Board Members Elected? (Y/N)	Yes
2 If B	oard Members are appointed, by whom?	
	mber of employees who hold professional designations Attorneys, architects, engineers, accountants etc.	15
yea	s any bond issue been defeated within the past three ars? (Y/N)	No
	es, has the proposal been resubmitted, or is it expected be resubmitted?	
inte	s the public entity been in default on the principal or erest on any bond?	No
7 If ye	es to any bond related questions, please give details.	
_	you have a zoning commission? (Y/N)	Yes
Doe	es your legal counsel attend all meetings of the planning lacking board?	Yes
	officials receive training with respect to "open meetings" I hearing regulations?	Yes
	you have a written master plan for economic relopment?	Yes
	o, 4 digit year last updated?	01/01/2010
hav	you have formally approved land use ordinances that e been reviewed by legal counsel?	Yes
use	you have a formal procedure to file for a variance to land statutes?	Yes
ofn	you have a formal process for application and approval	Yes
offic	you have a formal written policy prohibiting elected cials and/or board members from sitting on decisions in ch they may have a conflict of interest?	Yes
disp vari	ith Preferred less than 5 years, have you had any outes or claims involving a wrongful "taking", zoning ance or land use right? If yes, provide details within loss inmary.	

PLEASE INITIAL AND DATE

Initial ##

Date 8-4-16



Renewal Application Muni [PK FL1 0062508 16-08]

Coverage Term:

10/01/2016 - 10/01/2017

Member Name:

Margate, City of

Agency:

PRIA - Daytona

#### COVERAGE INFORMATION - PROFESSIONAL LIABILITY - PUBLIC OFFICIALS & EMPLOYMENT PRACTICES

Page 5

Portal Reference # 211293

THIS IS AN APPLICATION FOR "CLAIMS MADE AND REPORTED" COVERAGE

	POL/ELL/EPLI	New Response
28	If with Preferred less than 5 years, have you had any disputes or claims involving the approval of building permits, design, or code enforcement? If yes, provide details within loss summary.	No
29	If with Preferred less than 5 years, have you had any disputes, claims, or complaints involving open or closed landfills? If yes,provide details within loss summary.	No
30	Number of employees reported on IRS Form 1099(no FEIN) and/or who have written employment agreements	4
31	Total involuntary turnover percentage during the last 3 years	8%
32	Total voluntary turnover percentage during the last 3 years	120/3
33	Average length of employment for all employees	5405
34	Do supervisors receive training in the proper implementation of your policies and procedures?	Yes
35	Is training documented in their personnel file?	YES
36	Enter 4 digit year employment manual written or last updated.	2016
37	Is employment manual reviewed by counsel experienced and qualified in employment law?	Yes
	Do policies and procedures comply with state and federal guidelines?	Yes
39	Is this manual distributed to all employees upon hiring?	Yes
40	If no, please explain why not.	
41	Do you have a written policy with respect to both sexual and non-sexual harrassment?	Yes
42	Do you follow a formal written procedure for employee disputes/complaints?	Yes
43	Are all actions to dismiss or demote employees reviewed in advance by legal counsel?	Yes
	Do you require that due process be served and documented for all proceedings involving dismissal, demotion, or suspension?	Yes
45	Are all probationary or disciplinary actions recorded in writing and signed by the employee?	Yes
	Have job descriptions been drafted for regular full-time positions?	Yes
47	Are you an Equal Opportunity Employer?	Yes
	Over the last 5 years has any person made a claim alleging unfair or improper treatment regarding employee hiring, remuneration, advancement, or termination of employment? If yes, explain under Supplement Section.	Yes
	Answer if with Preferred less than 5 years. Has any claim been made against the entity or any person in their capacity as an official or employee of the entity? If yes, explain under Supplement Section.	
	Does any official or employee have any knowledge of any fact, circumstance or situation which might reasonably be expected to give rise to a claim? If yes, explain under Supplement Section.	No )

PLEASE INITIAL AND DATE Initial

Date 8-4-16



Renewal Application Muni [PK FL1 0062508 16-08]

Coverage Term:

10/01/2016 - 10/01/2017

Portal Reference # 211293

Member Name:

Margate, City of

Agency:

PRIA - Daytona

#### **PROFESSIONAL LIABILITY**

IT IS AGREED THAT IF ANY SUCH FACT, CIRCUMSTANCE OR SITUATION NOT LISTED/DISCLOSED HEREIN, THEN ANY CLAIM BASED UPON, ARISING OUT OF, OR ATTRIBUTABLE THERETO, IS EXCLUDED FROM THE COVERAGE BEING APPLIED FOR.

The undersigned being authorized by, and acting on behalf of the applicant and all persons or concerns seeking coverage, has read and understands this Application, and declares all statements set forth herein are true, complete and accurate. The undersigned further declares and represents that any occurrence or event taking place prior to the inception of the coverage agreement applied for, which may render inaccurate, untrue or incomplete any statement made herein will immediately be reported in writing to the Trust. The undersigned acknowledges and agrees that the submission and the Trust's receipt of such written report, prior to the inception of the coverage agreement applied for, is a condition precedent to coverage.

The signing of this Application does not bind the undersigned to purchase coverage, nor does the review of this Application bind Preferred to issue a coverage agreement. This Application shall, however, be the basis of the contract, should a coverage agreement be issued.

PIFASE	SIGN AN	DOTE
PLEASE	SIGIV AIV	DUALE

Signed	Title	Date

This Application must be signed by the "Ranking Elected / Appointed Official" of the Entity making the application (e.g. Mayor /Manager / equivalent Officer) or the Risk Manager (or ranking official) assigned this function.

SIGNATORY ABOVE IS ALSO TO INITIAL EACH AND EVERY PAGE OF THIS APPLICATION.

IMPORTANT NOTICE: SHOULD THE SIGNED APPLICATION DIFFER IN ANY WAY FROM THE APPLICATION SUBMITTED FOR UNDERWRITING/RATING PURPOSES, THE TERMS, CONDITIONS AND PREMIUM AS REFLECTED ON QUOTE/BINDER/COVERAGE AGREEMENT MAY BE SUBJECT TO CHANGE.

PLEASE INITIAL AND DATE

Initia

ZIP

Date 8-4-16



PLEASE SIGN AND DATE

# PUBLIC ENTITY SIGNATURE PAGE

overed Part	y: City of	Margate	
greement N	umber: PK2FL	1 0062508 16-08	
overage Per	riod: From: 1	0/01/2016 to 10/01/2018	
hearby confir	m that limits/cove	rages as shown hereunder, corresponding with the	Coverage Agreement, are
X	Property TIV	\$30,496,326 Buildings & Contents Comb	ined
X	Inland Marine	Blanket Unscheduled Inland Marine (Subject to \$25,000 any one item excludes Watercraft)	\$1,600,000
		Scheduled Inland Marine	\$2,413,370
		Total All Inland Marine	\$4,013,370
N/A	Property TRIA (	Terrorism Risk Insurance Act) coverage	
N/A	Automobile	<ul><li>0 # of Units - Auto Liability</li><li>0 # of Units - Comprehensive</li><li>0 # of Units - Collision</li></ul>	
X	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).		
N/A		read and agreed to the terms as laid out in the atta reement (which also requires a signature)	ached Preferred
First Page Uninsured	of Preferred applied Motorist Rejection	copy of the following are also required: cation n / Election form, if applicable EPLI or ELL / EPLI) application, if applicable.	
Signature			
signature		Tille	Date
Name			
ase note: Fail	lure to return this s	signature page could result in cancellation of covera	age.