



## COUNCIL AGENDA STATEMENT

Meeting Date: September 10, 2019

To: Honorable Mayor & Members of the City Council

From: Elizabeth Schut, RMPE, Risk Management

Through: Chuck Lindsey, City Manager

Agenda Item: **Resolution 2019-91**, Authorizing The City To Enter Into An Policy Agreement With Public Risk Insurance Agency (PRIA); Brown And Brown, Representing Insurance Carrier Preferred Govern For Risk Management And Insurance Services; Authorizing The City Manager To Execute The Agreement And Expend Budgeted Funds On Behalf Of The City; And Providing An Effective Date

### BACKGROUND & JUSTIFICATION:

It is recommended that the City Council accept the proposal from Public Risk Insurance Advisors (PRIA) Brown & Brown, representing insurance carrier Preferred Governmental Insurance Trust (*Preferred*) for the City's Risk Management and Insurance Services for policy period October 1<sup>st</sup>, 2019 – October 1<sup>st</sup> 2020. This new policy will supersede the existing Preferred Governmental Insurance Trust (*Preferred*) two (2) year policy that is due to expire September 30, 2019.

There are no changes to proposed limits and deductibles as per the previous policy with the exception of a minimal change to scheduled property limits. The new proposed policy has added Deadly Weapon Protection coverage which is included in the General Liability premium.

<u>Coverage</u>	<u>Annual Premium</u>
Property including Equipment Breakdown & Windstorm	\$145,795.00
Inland Marine	\$5,347.00
Crime / Employee Dishonesty	\$1,000.00
General Liability	\$45,533.00
Deadly Weapon Protection	Included above
Public Officials / Employment Practices Liability	\$47,210.00
Cyber Liability	Included
above	
Automobile Liability	\$18,552.00
Automobile Physical Damage	\$9,670.00
Workers' Compensation	\$134,130.00

On July 11, 2017, Resolution 2015-50 authorized the City of Marathon, Florida to enter into an agreement with PRIA and *Preferred*. PRIA was the City's successor of RFP-05.08.17 with an annual premium of \$405,653. The total annual premium for the proposed policy for fiscal year 2019/2020 is \$407,237, an increase of \$1,584 from 2017.

CONSISTENCY CHECKLIST:

Yes

No

1. Comprehensive Plan
2. Other –Sewer Mandate

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\_\_\_\_\_

FISCAL NOTE:

Appropriations for this policy renewal are included in the proposed FY20 General Fund, Special Revenue Funds and Enterprise Funds budgets.

RECOMMENDATION:

Approval of Resolution

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2019-91**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA AUTHORIZING THE CITY TO ENTER INTO AN POLICY AGREEMENT WITH PUBLIC RISK INSURANCE AGENCY (PRIA); BROWN AND BROWN, REPRESENTING INSURANCE CARRIER PREFERRED GOVERNMENTAL INSURANCE TRUST FOR RISK MANAGEMENT AND INSURANCE SERVICES; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, on May 8, 2017, the City of Marathon (the “City”) published An Request for Proposals (RFP) for Risk Management and Insurance Services; and

**WHEREAS**, ON July 11<sup>th</sup> the City Council approved Resolution 2017-50 which resulted in a \$65,871 savings annually with Public Risk Insurance Agency (“PRIA”) – Brown & Brown and property including windstorm, casualty, and workers compensation insurance, and the City was provided with \$15,004,519 more in windstorm coverage; and

**WHEREAS**, this new policy will supersede the existing Preferred Governmental Insurance Trust (*Preferred*) two (2) year policy that is due to expire September 30, 2019; and

**WHEREAS**, there are no changes to proposed limits and deductibles as per the previous policy with the exception of a minimal change to scheduled property limits. The new proposed policy has added Deadly Weapon Protection coverage which is included in the General Liability premium; and

**WHEREAS**, the City finds that accepting the new proposal from PRIA and entering into a contract is in the best interest of the City.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:**

**Section 1.** The above recitals are true and correct and incorporated herein.

**Section 2.** The City hereby accepts the proposal from PRIA for insurance and Risk Management Services. The City Manager is authorized to execute any contracts in connection herewith and expend budgeted funds on behalf of the City.

**Section 3.** This resolution shall take effect immediately upon its adoption.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 10<sup>th</sup> DAY OF SEPTEMBER, 2019.**

**THE CITY OF MARATHON, FLORIDA**

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**Mayor John Bartus**

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

**ATTEST:**

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Diane Clavier, City Clerk

(City Seal)

**APPROVED AS TO FORM AND LEGALITY FOR THE USE  
AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:**

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David Migut, City Attorney



PUBLIC RISK INSURANCE ADVISORS

PART OF THE  
BROWN & BROWN TEAM

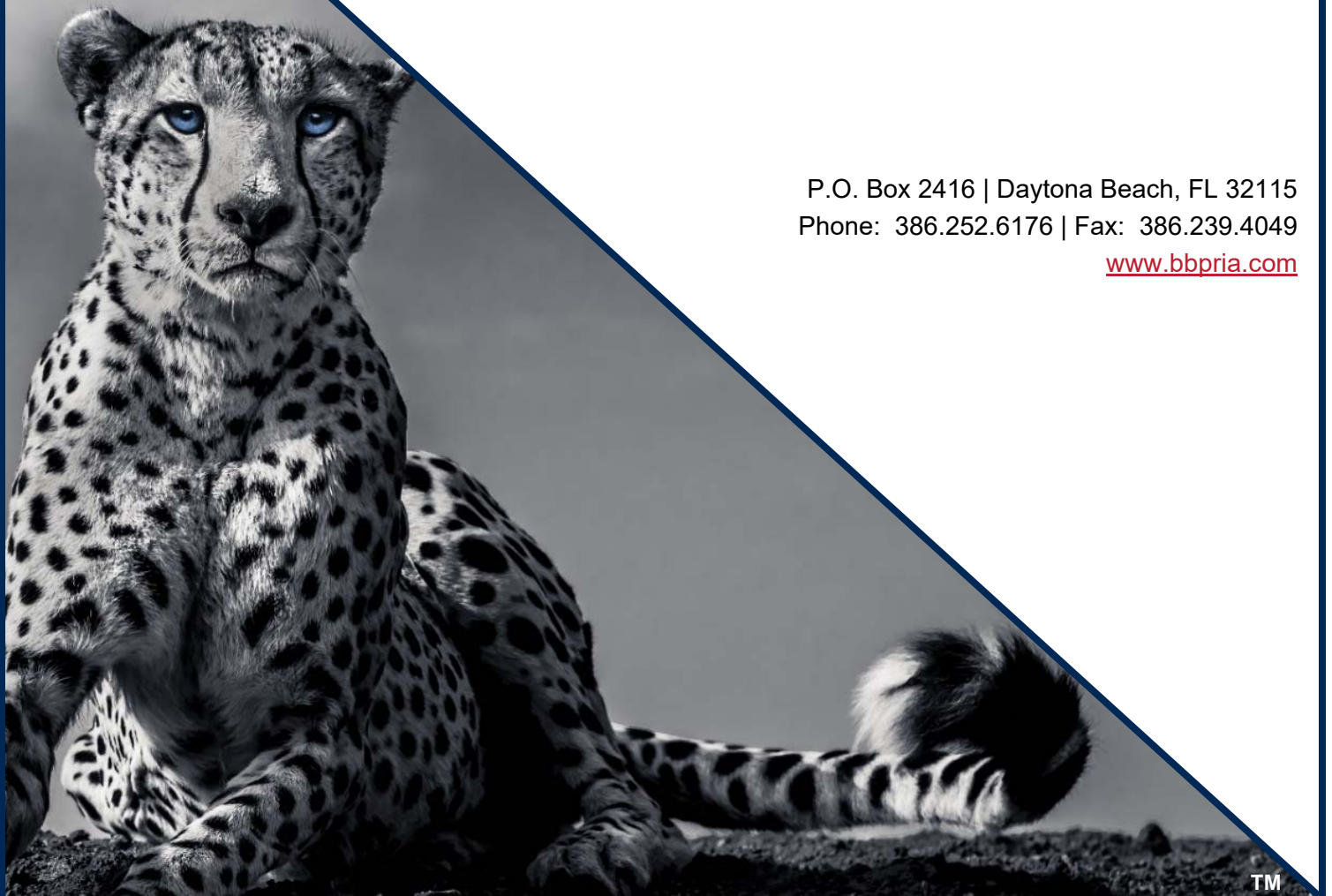
INSURANCE PROPOSAL PREPARED FOR

# City of Marathon

PRESENTED BY:  
Kyle Stoekel, Public Risk Advisor

P.O. Box 2416 | Daytona Beach, FL 32115  
Phone: 386.252.6176 | Fax: 386.239.4049

[www.bbpria.com](http://www.bbpria.com)



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## Our Story

Public Risk Insurance Advisors (PRIA) is a proud member of the Brown & Brown family – an 80-year-old, publicly traded, Florida corporation currently ranked as the 6<sup>th</sup> largest insurance brokerage in the United States of America. Our Brown & Brown family is now more than 10,000 teammates, spanning from London to Los Angeles. Through our collaborative efforts, we design, place, and service more than \$20 Billion in annual insurance products. We passionately undertake these efforts on behalf of our clients – ranging from individuals and small businesses, to state governments and Fortune 500 companies.

The PRIA team is a highly-specialized unit of insurance advisors 100% trained to deliver industry-leading services to public entities in the State of Florida. Since 1992, we have continuously refined that specialization and enhanced our services, while becoming the largest public entity brokerage in Florida. Our team provides Property & Casualty and Employee Benefits services to governments from Key West to the Panhandle and represents more than 250 clients.

We have proven over nearly three decades of service to local governments that we are a highly sophisticated and accountable team of insurance professionals, laser-focused on providing both world-class brokerage services and concierge-level support to our clients. We have built our reputation by empowering our governmental clients to outperform their industry peers, lower their cost of risk, and enhance their employee benefits programs - all while staying within their annual budgetary constraints. Our team is committed to serve those who serve the public – and provide superior service to our clients, their staff, and their employees.

## An Introduction to Your Service Team

### Account Executives

<b>Matt Montgomery</b> Executive Vice President	(386) 239-7245	mmontgomery@bbpria.com
<b>Robin Russell, CISR, CSRM</b> Director of Operations	(386) 239-4044	rrussell@bbpria.com
<b>Paul Dawson, ARM-P</b> Senior Vice President / Public Risk Advisor	(386) 239-4045	pdawson@bbpria.com
<b>Michelle Martin, CIC</b> Vice President / Public Risk Advisor	(386) 239-4047	mmartin@bbpria.com
<b>Brian Cottrell, CIC, CRM</b> Vice President / Public Risk Advisor	(386) 239-4060	bcottrell@bbpria.com
<b>Kyle Stoekel, ARM-P, CIC</b> Public Risk Advisor	(386) 944-5805	kstoekel@bbpria.com
<b>Michelle Perry, CIC</b> Public Risk Advisor	(386) 333-6047	mperry@bbpria.com
<b>Victoria "Tori" Reedy</b> Executive Coordinator	(386) 239-4043	vreedy@bbpria.com

### Service Representatives

<b>Brittany O'Brien, CIC, CRM</b> Risk Management Department Leader	(386) 239-8823	bobrien@bbpria.com
<b>Melody Blake, ACSR</b> Public Risk Specialist	(386) 239-4050	mblake@bbpria.com
<b>Patricia "Trish" Jenkins, CPSR</b> Public Risk Specialist	(386) 239-4042	pjenkins@bbpria.com
<b>Karen Bryan</b> Public Risk Specialist	(386) 239-4056	kbryan@bbpria.com
<b>Danielle Coggon, CISR</b> Public Risk Specialist	(386) 239-4048	dcoggon@bbpria.com
<b>Christina Carter, CIC</b> Public Risk Specialist	(386) 333-6069	ccarter@bbpria.com
<b>Danette Mattingly</b> Public Risk Specialist	(386) 239-4046	dmattingly@bbpria.com
<b>Alexa Gray</b> Assistant Public Risk Specialist	(386) 239-4040	agray@bbpria.com

**Certificate Requests:** [certificates@bbpria.com](mailto:certificates@bbpria.com)    **Claim Reporting:** [claims@bbpria.com](mailto: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 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.

<i>Preferred’s</i> Member Types		
Municipalities	Counties	Special Districts
Public Schools	Charter Schools	Sheriff Departments
Housing Authorities	Aviation Authorities	Transit, Port & Utility Authorities

<i>Preferred’s</i> 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.

## ***Preferred Claims Administration***

Preferred Governmental Claim Solutions, Inc. ® (PGCS) is the premier governmental third-party claims administrator in the state of Florida and 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](http://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 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 Safety and Risk Control to the community. *Preferred's* Safety and Risk Management Department is very aware of the valuable contribution a comprehensive safety and risk control program makes to the bottom-line of any organization.

At *Preferred*, Safety consultations originate with one basic thought—to recommend specific measures 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 and minimize all types of accidents, injuries and illnesses to our *Preferred* members' operations and premises.

*Preferred* is dedicated to meeting the challenge of the complex issues facing public sector organizations. Disarming these issues and converting them into solutions which work to the advantage of our goal. *Preferred's* approach to risk control incorporates the following elements:

- **Exposure Identification** – Assist management in determining areas where a chance of loss might exist through cause trend analysis, work site evaluations, and facility inspections.
- **Exposure Measurement and Loss 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, specific recommendations and/or custom designed risk control plan will be formulated. OSHA, as well as other Agency Standards will be applied and/or used as a “Best Practice” measure when designing and formulating safety and risk control plans.
- **Training and Safety Management Consulting** – After considering client needs specific services and/or training will be formulated and initiated to fit the client's need. Key Personnel or specialty consulting services with the knowledge and skills needed to meet those identified needs will be provided.
- **Additional Consulting Services Available** – *Preferred's* Safety & Risk Management has other services available that may benefit our clients. These services include security evaluations and review of existing safety and risk programs.

*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 safety and risk control efforts of each client. *Preferred's* dedication to the problem-solving approach is the foundation of their Safety and Risk Management Service.

## Property – Inland Marine

Term: October 1, 2019 to October 1, 2020

Company: Preferred Governmental Insurance Trust (*Preferred*)

Covered Property (Per Schedule Provided)	
\$27,731,995	Blanket Buildings and Contents
\$500,000	Business Income
\$1,000,000	Additional Expense

Special Property Coverages	
\$5,000,000	Flood
\$1,000,000	Earth Movement
\$5,000,000	TRIA

Inland Marine (Per Schedule Provided)	
\$1,000,000	Blanket Unscheduled Inland Marine***
Included in Blanket	Communication Equipment***
\$485,376	Contractor’s / Mobile Equipment***
Included in Blanket	Electronic Data Processing Equipment***
\$184,000	Emergency Portable Service Equipment***
Included in Blanket	Fine Arts***
Included in Blanket	Other Inland Marine
Not Included	Rented, Leased or Borrowed Equipment◆◆
Included in Blanket	Valuable Papers
Not Included	Watercraft, Not Including Hull Coverage**

Deductibles: \$1,000 per Occurrence – Buildings and Contents, Earth Movement and TRIA

5% of TIV per Occurrence / Per Location for “Named Storm” subject to minimum of \$10,000 Per Occurrence. Location is defined by each itemized listing on the applicable schedule

\$1,000 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 Scheduled  
\$500 per Occurrence – Inland Marine Blanket Unscheduled

\*\*\*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 another object.

◆◆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 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 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.
8. The Preferred Property Program is a shared limit. The limits purchased are a per occurrence limit and in the event an occurrence exhaust the limit purchased by Preferred on behalf of the members, payment to you for a covered loss will be reduced pro-rata based on the amounts of covered loss by all members affected by the occurrence.
9. ***Preferred* will be appraising all property currently scheduled. At time of finalization of appraisal, building values are to be adjusted accordingly or Stated Value endorsement will be applied with immediate effect.**

## Property – Inland Marine

Extensions of Coverage	
\$500,000	Accounts Receivable, per occurrence
\$5,000	Animals, annual aggregate
\$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
\$50,000	Fungus Cleanup Expense, annual aggregate
\$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.
\$50,000	Personal Property of Employees, per occurrence
\$50,000	Pollution Cleanup Expense, annual aggregate
\$250,000	Preservation of Property, per occurrence
\$20,000	Professional Fees, per occurrence
\$150,000	Property at Miscellaneous Unnamed Locations
\$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



## Equipment Breakdown

Term: October 1, 2019 to October 1, 2020

Company: Preferred Governmental Insurance Trust (*Preferred*)

Covered Equipment: Covered Property built to operate under vacuum or pressure, other than weight of contents, or used for the generation, transmission or utilization of energy.

Coverage	Limit
Property Damage / Loss of Business Income / Additional Expense per accident	\$27,731,995
Water Damage	\$1,000,000
Ammonia Contamination	\$1,000,000
Hazardous Substance Coverage	\$1,000,000
Utility Interruption (24 Hour Waiting Period)	\$2,000,000
Spoilage Damage	\$250,000
Ordinance or Law	\$1,000,000
Expediting Expenses	\$1,000,000
Data or Media	\$250,000
Fungus, Wet Rot, Dry Rot	\$15,000

Deductibles: Same as Property – Building and Contents  
24 Hours – Utility Interruption

## Crime

Term: October 1, 2019 to October 1, 2020

Company: Preferred Governmental Insurance Trust (*Preferred*)

Limits of Liability and Coverage:

Coverage	Limit	Deductible
Employee Dishonesty, Including Faithful Performance	\$500,000	\$1,000
Forgery or Alteration Coverage	\$500,000	\$1,000
Theft, Disappearance and Destruction Coverage		
Inside	\$500,000	\$1,000
Outside	\$500,000	\$1,000
Computer Fraud Coverage (Including Funds Transfer)	\$500,000	\$1,000

Notes of Importance:

1. Employee dishonesty coverage is excluded for those employees required by law to be individually bonded.

## General Liability

Term: October 1, 2019 to October 1, 2020  
Company: Preferred Governmental Insurance Trust (*Preferred*)  
Form: Occurrence

Coverage	Limit	Deductible
<b>General Liability</b>		
Bodily Injury and Property Damage, per Occurrence	\$1,000,000	\$0 Per Occurrence
Personal Injury and Advertising Injury, per Person/Occurrence	Included	
Products/Completed Operations, Aggregate	Included	
Fire Damage, per Occurrence	Included	
Medical Payments	\$2,500	
Employee Benefits Liability, per Occurrence	\$1,000,000	
<b>Sublimits</b>		
Vicarious Law Enforcement Liability, per Occurrence	\$1,000,000	Same as General Liability
Principle of Eminent Domain Including Inverse Condemnation, "Bert J. Harris, Jr., Private Property Rights Protection Act" per Occurrence / Annual Aggregate.	\$300,000	
Sewer Backup and Water Damage: Non-Negligent Claims Negligent Claims.	\$10,000/\$200,000 \$200,000/\$200,000	
Herbicide and Pesticide, per Occurrence	\$1,000,000	

Additional Coverages Included:

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

Notes of Importance:

1. Premium is not audited.
2. Defense Costs are paid in addition to policy limits.
3. In the event 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

## Deadly Weapon Protection

Term: October 1, 2019 to October 1, 2020  
Company: Preferred Governmental Insurance Trust (*Preferred*)  
Form: Claims Made

<b>Deadly Weapon Protection – Claims Made</b> Retroactive Date: 10/01/2019		
Deadly Weapon Event (Including Claims Expenses), per event	\$1,000,000	\$0 Per Event
Deadly Weapon Protection – Sublimits		
Business Interruption	Included	\$0 Per Event
Demolition, Clearance, and Memorialization, per event	\$250,000	
Extra Expense, per event	\$250,000	
Crisis Management	Included	
Property Damage Extension, per event	\$250,000	
Counseling Services, per event	\$250,000	
Funeral Expenses, per event	\$250,000	
Claims Expenses	Included	

Notes of Importance:

1. Premium is not audited.
2. Defense Costs are paid within the policy limits.
3. Deductible does not apply to claims expense.

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 90 days following the effective date of termination or nonrenewal, but only for Claims first made during the 90 days and arising from Wrongful Acts taking place prior to the effective date of the termination or nonrenewal.

## Deadly Weapon Protection

Exclusions include but are not limited to:

- Loss of market, income or use at the property physically lost or physically damaged.
- Confiscation, nationalization, requisition, destruction or damage to property by any authority.
- Criminal, dishonest, fraudulent or malicious conduct by the Covered Party.
- Negligent act, error, omission, misstatement, misleading statement, neglect or breach of duty by the Directors or Officers
- Euthanasia.
- Explosive devices unless used in conjunction with a Deadly Weapon Event.
- Vehicle not defined as a Road Vehicle;
- Weapon mounted (or designed to be mounted) on a vehicle;
- Weapon, device or substance delivered by an airborne weapon delivery system including, but not limited to, fixed wing aircraft, helicopter or drone.
- Injury or death to employees of the Covered Party, except for Crisis Management Services, Counselling Services, and Funeral Expenses endorsed by Extension to this Coverage Agreement.
- Claim or Claims made by, or on behalf of, any Assailant(s).
- Use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system.
- Nuclear, Chemical, Biological, Bio-Chemical, Electromagnetic or Radioactive Weapons.
- Mental injury or mental anguish related claim where no actual Bodily Injury has occurred to the claimant.
- Covered Party's recklessness or deliberate misconduct.
- Mercy Killing(s).
- Covered Party except for employee while they are a recipient of Business Services being provided by the Covered Party.
- Pollutant or Contaminant.
- Goods or products designed, manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by the Covered Party.
- Property Damage in respect of property:
  - owned, leased, rented or occupied by the Covered Party.
  - in the care, custody or control of the Covered Party or the care, custody or control of any person under contract with the Covered Party.
- Punitive or exemplary damages, sanctions or any additional damages resulting from the multiplication of compensatory damages.
- Strikes, labor unrest, riots or civil commotion.
- Suicide.
- War, invasion, acts of foreign enemies, hostilities or warlike operations, civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of, or amounting to, an uprising, military power.

## Public Officials Liability Employment Practices Liability

Term: October 1, 2019 to October 1, 2020

Company: Preferred Governmental Insurance Trust (*Preferred*)

Coverage	Limit	Deductible
<b>Public Officials Liability Occurrence Form</b>		
Per Claim	\$1,000,000	\$0 Per Claim
Annual Aggregate	\$1,000,000	
<b>Employment Practices Liability Occurrence Form</b>		
Per Claim	\$1,000,000	\$0 Per Claim
Annual Aggregate	\$1,000,000	
<b>Cyber Liability Retroactive Date: 10/01/2017</b>		
Each Claim	\$2,000,000	Same as Public Officials Liability
Aggregate for all Notification Costs	\$2,000,000	
Aggregate for all Regulatory Fines & Expenses	\$2,000,000	
<b>Sublimits</b>		
Employee Pre-Termination Legal Consultation Services Per Employee	\$2,500	
Aggregate	\$5,000	
Non-Monetary Claims Defense Costs	\$100,000	
Cyber Liability – Social Engineering Financial Fraud	\$250,000	
Cyber Liability – PCI DSS	\$250,000	

\*Coverages included in Cyber Liability include the following:

- Media Content Services
- First Party Business Interruption
- Privacy
- First Party Crisis Management
- First Party Extortion Threat
- Network Security

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.

## Public Officials Liability Employment Practices Liability

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
- Activities of any attorney-at-law, medical personnel, architect, engineer or accountant, in the scope of their professional duties, except for claims made against them as Public Officials or Employees
- Media Wrongful Act
- Access or Disclosure of Confidential or Personal Information and Data-related Liability



## Cyber 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.

## Automobile Liability and Physical Damage

Term: October 1, 2019 to October 1, 2020

Company: Preferred Governmental Insurance Trust (*Preferred*)

Coverage	Limit	Symbol	Deductible
<b>Automobile Liability (Based on 59 Vehicles)</b>			
Primary Bodily Injury and Property Damage Liability - Combined Limit	\$1,000,000	1	\$0 Each Accident
Personal Injury Protection	Statutory	5	\$0 Per Person
Medical Payments	\$5,000	2	N/A
Uninsured Motorist	\$100,000	2	N/A
<b>Physical Damage</b>			
Comprehensive (Based on 59 Vehicles)	Per Schedule	10, 8	\$1,000 per Vehicle
Collision (Based on 59 Vehicles)	Per Schedule	10, 8	\$1,000 per Vehicle
Rental Coverage	\$50 per day / \$5,000 Aggregate		N/A
Hired Physical Car Damage	\$100,000		\$1,000 per Vehicle

Coverage and Notes of Importance:

1. Defense Costs are paid in addition to policy limits.
2. Hired and non-owned liability is included.
3. Premium is based on number of vehicles and subject to adjustment if schedule is changed.
4. Limited Replacement Cost provided for owned and scheduled private passenger vehicle, light truck or sport utility vehicle that is involved in a covered total loss if the vehicle has less than 18,000 miles and is within the first 12 months of being scheduled at the time of the total loss. This coverage does not apply to police vehicles or any other vehicle types already listed.
5. Physical Damage coverage paid at Actual Cash Value or 110% of the value reported on the schedule, whichever is less. Please see policy for complete details.
6. Limits of Liability are subject to Florida Statute 768.28.

## Automobile Liability and Physical Damage

Description of Covered Auto Designation Symbols:

SYMBOL	=	DESCRIPTION
<b>1</b>	=	ANY "AUTO"
<b>2</b>	=	ALL OWNED "AUTOS" ONLY. Only those "autos" you own and or lease (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This also includes all those "autos" you acquire ownership of after the coverage agreement begins.
<b>3</b>	=	OWNED PRIVATE PASSENGER "AUTOS" ONLY. Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the coverage agreement begins.
<b>4</b>	=	OWNED "AUTOS" OTHER THAN PRIVATE PASSENGER "AUTOS" ONLY. Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the coverage agreement begins.
<b>5</b>	=	OWNED "AUTOS" SUBJECT TO NO-FAULT. Only those "autos" you own and or lease that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the coverage agreement begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
<b>6</b>	=	OWNED "AUTOS" SUBJECT TO A COMPULSORY UNINSURED MOTORIST LAW. Only those "autos" you own and or lease that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the coverage agreement begins provided they are subject to the same state uninsured motorists requirement.
<b>7</b>	=	SPECIFICALLY DESCRIBED "AUTOS". Only those "autos" described in ITEM THREE of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in ITEM THREE).
<b>8</b>	=	HIRED "AUTOS" ONLY. Only those "autos" you hire rent or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your employees or partners or members of their households.
<b>9</b>	=	NONOWNED "AUTOS" ONLY. Only those "autos" you do not own, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your employees or partners or members of their households but only while used in your business.
<b>10</b>	=	Per Symbol 2, except Fire Trucks & Ambulances \$90K or more are covered on an Agreed Value Basis

## Workers' Compensation

Term: October 1, 2019 to October 1, 2020

Insurer: Preferred Governmental Insurance Trust (*Preferred*)

Class Code	Description of Class Code	Estimated Payroll
5509	Street or Road Maintenance or Beautification & Drivers	\$252,770
6836	Marina & Drivers	\$266,795
7580	Sewage Disposal Plant Operation & Drivers	\$858,589
7704	Fire Patrol or Protective Corps & Drivers	\$2,172,220
8810	Clerical Office Employees NOC	\$1,125,757
8820	Attorney-All Employees & Clerical, Messengers, Drivers	\$217,446
9015	Building or Property Management - All Other Employees	\$211,475
9102	Lawn Maintenance - Commercial or Domestic & Drivers	\$431,800
9410	Municipal, Township, County or State Employee NOC	\$866,977
<b>Total Payroll</b>		<b>\$6,403,829</b>
Estimated Manual Premium		\$220,210
Experience Modification		1.02
<b>Estimated Annual Premium</b>		<b>\$134,130</b>

Notes of Importance:

1. The "Estimated Annual Premium" includes all applicable credits including safety program and drug-free workplace credits as per Florida Statute 440.
2. Employer's Limit of Liability is \$1,000,000/\$1,000,000/\$1,000,000.
3. Experience modification factor is subject to verification. This final amount of credit is dependent upon compliance with program requirements.
4. Final premium subject to payroll audit.
5. The expense constant charge has been included.
6. **Payment terms are Quarterly.**

### Premium Recapitulation

	<u>Annual Premium</u>	<u>Check Option</u>	
		<u>Accept</u>	<u>Reject</u>
Property including Equipment Breakdown	\$145,795.00	<input type="checkbox"/>	<input type="checkbox"/>
Inland Marine	\$5,347.00	<input type="checkbox"/>	<input type="checkbox"/>
Crime / Employee Dishonesty	\$1,000.00	<input type="checkbox"/>	<input type="checkbox"/>
General Liability	\$45,533.00	<input type="checkbox"/>	<input type="checkbox"/>
Deadly Weapon Protection	Included		
Public Officials / Employment Practices Liability	\$47,210.00	<input type="checkbox"/>	<input type="checkbox"/>
Automobile Liability	\$18,552.00	<input type="checkbox"/>	<input type="checkbox"/>
Automobile Physical Damage	\$9,670.00	<input type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation	\$134,130.00	<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.

**SIGN HERE**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name & Title)

\_\_\_\_\_  
(Date)

## Notes of Importance:

1. Quotes provided in the proposal are valid until 10/01/2019. 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. With the exception of Workers' Compensation, 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 Advisors. 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.**

## ***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 2019 – 2020 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

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Risk Management Associates, Inc. dba Public Risk Insurance Advisors, 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 AM 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 AM Best Company. Alternative quotes may be available with an A- or better rated carrier upon your request.
- Coverage is being renewed 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 AM 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 Marathon  
**Line of Coverage(s):** Property, Inland Marine, Crime, General Liability, Public Officials and Employment Practices Liability, Automobile Liability, Automobile Physical Damage, Workers’ Compensation  
**Policy Number(s):** PK FL1 0442900 19-04- & WC FL1 0442900 19-03  
**Policy Period(s):** 10/01/2019 – 10/01/2020  
**Date of Notice:** 8/16/2019

\* AM Best Rating Guide: Rating for Stability: A++ to F = Highest to lowest rating  
 Financial Size Category: XV to I - 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 insurance company based on their capital, surplus and conditional reserve funds in U.S. dollars.	<b>I</b>	Less than \$1,000,000
	<b>II</b>	\$1,000,000 - \$2,000,000
	<b>III</b>	\$2,000,000 - \$5,000,000
	<b>IV</b>	\$5,000,000 - \$10,000,000
	<b>V</b>	\$10,000,000 - \$25,000,000
	<b>VI</b>	\$25,000,000 - \$50,000,000
	<b>VII</b>	\$50,000,000 - \$100,000,000
	<b>VIII</b>	\$100,000,000 - \$250,000,000
	<b>IX</b>	\$250,000,000 - \$500,000,000
	<b>X</b>	\$500,000,000 - \$750,000,000
	<b>XI</b>	\$750,000,000 - \$1,000,000,000
	<b>XII</b>	\$1,000,000,000 - \$1,250,000,000
	<b>XIII</b>	\$1,250,000,000 - \$1,500,000,000
	<b>XIV</b>	\$1,500,000,000 - \$2,000,000,000
	<b>XV</b>	Greater than \$2,000,000,000

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





**SIGNATURE PAGE**

Policy #: PK FL1 0442900 19-04 01 - 1

Named Covered Party: City of Marathon

Effective: 10/01/2019

Termination: 10/01/2020

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

X	Property TIV: \$27,731,995
X	Inland Marine Blanket Unscheduled IM: \$1,000,000 Scheduled Inland Marine: \$669,376 Total All Inland Marine: \$1,669,376
X	Property TRIA (Terrorism Risk Insurance Act) coverage
X	Crime
X	General Liability Ratable Payroll: \$6,403,829
N/A	Law Enforcement Liability Officers: Not Included
X	Professional Liability Employees: 153
X X	Automobile 59 Units - Auto Liability 59 Units - Comprehensive 59 Units - Collision
N/A	Stop Loss Aggregate: Not Included Applies to:
N/A	Excess Workers' Compensation Payroll: Not Included
N/A	I confirm that I have received a copy of Preferred's Current Interlocal Agreement (last amended October 1, 2004) and Amendment A (effective October 1, 2013).
N/A	I confirm having read and agreed to the terms as laid out in the attached Preferred Participation Agreement (which also requires a signature).

A signed copy of the following is also required where applicable: First Page of Preferred Application; Professional Liability Application; Uninsured Motorist Rejection/Election Form; SIR Signature Page.

**SIGN HERE**

Signature \_\_\_\_\_ Title \_\_\_\_\_

Name \_\_\_\_\_ Date \_\_\_\_\_

Coverage is provided by Preferred Governmental Insurance Trust

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.



Named Covered Party: City of Marathon
Term: 10/01/2019 to 10/01/2020
Coverage Provided By: Preferred Governmental Insurance Trust
Quote Number: WC FL1 0442900 19-03 01 - 1

EMPLOYER WORKPLACE SAFETY PROGRAM
PREMIUM CREDIT APPLICATION

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

I am submitting a copy of my safety program which meets the requirements of Section 440.1025, Florida Statutes. I certify that this Safety Program has been implemented in the workplace and is being maintained as submitted to "Preferred (The Trust)".

This is to certify that the Workplace Safety program meets or exceeds the following provisions as provided for in Section 440.1025, Florida Statutes:

- 1. Written Safety Policy and Safety Rules
2. Safety Inspections
3. Preventive Maintenance
4. Safety Training
5. First Aid
6. Accident Investigation
7. Necessary Record Keeping

The workplace safety program and application is being submitted for the purpose of obtaining a premium credit do not contain any false, incomplete or misleading information. I attest to the accuracy of the information submitted. I am aware that we may be subject to on-site inspections by "The Trust", for the purpose of validation the accuracy of this information.

I am aware that any person who submits an application that contains false, misleading or incomplete information provided with the purpose of avoiding or reducing the amount of premiums for worker's compensation coverage is a felony of the second degree, punishable as provided in Sections 775.082, 775.083 or 775.084 Florida Statutes, or as otherwise punishable as provided under the law.

Name: \_\_\_\_\_

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

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

State of Florida, County of \_\_\_\_\_

Sworn to, or affirmed, and subscribed before me:

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

by \_\_\_\_\_

Expiration of Commission \_\_\_\_\_

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.



Named Covered Party: City of Marathon
Term: 10/01/2019 to 10/01/2020
Coverage Provided By: Preferred Governmental Insurance Trust
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DRUG-FREE WORKPLACE
PREMIUM CREDIT PROGRAM APPLICATION

Testing:

Procedures for drug testing have been established and/or drug testing has been conducted in the following areas:

- Job Applicant
Reasonable suspicion
Routine fitness for duty
Follow-up testing to Employee Assistance Program

Notice of Drug Testing Policy:

- Copy to all employees prior to testing
Posted on/at employer's premises
Copy to job applicants prior to testing
General notice given 60 days prior to testing
Show notice of drug testing on vacancy announcements
Copies available to personnel office or other suitable locations
No notice required because drug testing program in place prior to July 1, 1990

Education:

- Resource file on providers
Employee Assistance Program
Education

Name of Medical Review Officer:

Name of approved Agency for Health Care Administration lab or United States Department of Health and human Services Certified Laboratory:

Phone Number:

Address:

Your certification is subject to physical verification by "Preferred (The Trust)". Your coverage agreement is subject to additional premium for reimbursement of premium credit, and cancellation provisions of the Coverage Agreement if it is determined that you misrepresented your compliance with Florida law.

Any person who knowingly and with intent in injure, defraud or deceive, and/or files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Name: Date:

Title: Signature:

The above signed certifies that this information is a true and factual depiction of their current program.

Notary Public's Signature

Date

Expiration of Commission

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