



4800 Ashford Dunwoody Road  
 Dunwoody, Georgia 30338  
 dunwoodyga.gov | 678.382.6700

## **MEMORANDUM**

**To:** Mayor and City Council

**From:** Linda Nabers, Finance Director

**Date:** April 26, 2021

**Subject:** Approval of Georgia Interlocal Risk Management Agency (GIRMA) Insurance for Property and Liability Insurance Coverage for the Period of May 1, 2021 through April 31, 2022.

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## **BACKGROUND**

Staff has worked with Partners Risk Services Broker to solicit quotes for the City's Property and Liability Insurance Carrier.

Joe Thompson and Emily Ball are the representatives that staff worked with for the solicitation. Partners secured two quotes with insurance carriers as follows:

- Georgia Interlocal Risk Management Agency (GIRMA)      \$526,540
- Travelers (current provider)      \$521,667

The City's experience with GIRMA and Travelers, staff recommends GIRMA for their responsiveness, experience, customer service as well as for their depth in legal representation offered to their clients. The current quote can be covered within the budgeted amounts for 2021.

The third carrier could not provide/meet the current limits that GIRMA and Travelers are providing. The City would need to purchase excess limits and this made their option too expensive. Also, the coverage for the Law Enforcement Liability, Public Entity Management Liability and Employment Practices Liability from Amguard is on a claims made policy form versus the occurrence form that GIRMA and Travelers is providing which would not benefit the City.

## **RECOMMENDED ACTION**

The purpose of this item is for Mayor and Council action, to approve the Proposal with GIRMA Insurance as the City's Property and Liability Insurance Carrier.

The City of Dunwoody May 1, 2021 to May 1, 2022

Coverage	2021 Georgia Interlocal Risk Management Agency (GIRMA)
Property	\$ 78,434.00
Crime	\$ 1,914.00
Inland Marine	\$ 193.00
General Liability	\$ 51,500.00
Employee Benefits Liability	included in GL
Law Enforcement Liability	\$ 112,547.00
Public Entity Management Liability	\$ 54,601.00
Public Entity Employment Related Practices Liability	included above
CyberFirst	included above
Auto Liability	\$ 136,858.00
Auto Physical Damage	\$ 55,493.00
Umbrella Excess Liability	
Partners Risk Services Broker Fee	\$ 35,000.00
<b>total</b>	<b>\$ 526,540.00</b>



Partners Risk Services

4/16/2021

# Georgia Interlocal Risk Management Agency

GMA Property & Liability Self-Insurance Program

## RENEWAL TERMS FOR 2021-2022

### CITY OF DUNWOODY

DU5

4400 Ashford Dunwoody Road  
Dunwoody, GA 30338

**Coverage Period:**

May-01-2021 to May-01-2022

Presented by:



201 Pryor Street  
Atlanta, GA 30303

**Quote Date:**

4/7/2021

Administered by:

**Willis Towers Watson Southeast, Inc.**

Concourse Corporate Center Five, 18<sup>th</sup> Floor  
Atlanta, GA 30328

# Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2021-2022

## CITY OF DUNWOODY

General Liability and Law Enforcement Liability	Limit of Liability
Each Occurrence	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Products / Completed Operations	\$1,000,000
Failure to Supply Utilities	\$1,000,000
Fire Legal Liability	\$1,000,000
Law Enforcement Liability	\$1,000,000
General Aggregate	Unlimited
Products / Completed Ops Aggregate	\$5,000,000
Failure to Supply Utilities Aggregate	\$5,000,000
Medical Payments	Excluded
Form	Occurrence
General Liability Deductible	\$0
Law Enforcement Liability Deductible	\$10,000
Employee Benefits Liability	\$1,000,000
Employee Benefits Aggregate	\$5,000,000
Form	Occurrence
Deductible	\$0

### Coverage Features:

- No Premium Audits
- Defense Costs Outside the Limit
- Special Events Liability
- Athletic Participants Liability
- Fireworks Display Liability
- Cemetery Professional Liability
- Limited Pollution Liability
- Non-Owned Aircraft & Watercraft
- Liquor Liability
- Limited Drone Coverage (\$50,000)
- Garage Liability
- Personal Injury Liability
- Authorized Moonlighting by Police Officers
- Jail Cell Operations
- Police Animal Liability
- Assault and Battery
- Inmate Medical Coverage
- Sexual Abuse Coverage
- Worldwide Territory

### Disclaimer:

These terms are not to be construed as an exact or complete analysis of the coverage agreement, nor as a legal evidence of coverage. The provisions of the actual coverage document will prevail.

# Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2021-2022

## CITY OF DUNWOODY

<b>Public Officials / Errors &amp; Omissions Liability</b>	<b>Limit of Liability</b>
Each Wrongful Act or Occurrence	\$1,000,000
Aggregate Limit	\$5,000,000
Form	Occurrence
Deductible	\$10,000

### Coverage Features:

- No Premium Audits
- Defense Costs Outside the Limits
- Pay on Behalf Basis
- Personal Injury – to include:
  - Mental Anguish
  - Shock
  - Humiliation
- Employment Practices Liability – including coverage for:
  - Libel
  - Slander
  - Defamation
  - Sexual Harassment
  - Sexual Abuse
- Americans with Disabilities Act (ADA)
- Zoning Claims Seeking Monetary Demands
- Civil Rights Violations
- Services Performed Under a Mutual Aid Agreement

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### Disclaimer:

# Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2021-2022

## CITY OF DUNWOODY

<b>Automobile Liability</b>	<b>Limit of Liability</b>
Combined Single Occurrence Limit	\$1,000,000
Uninsured Motorists Liability	\$75,000
Hired & Non-Owned Liability	\$1,000,000
Medical Payments	Excluded
Deductible	\$2,500
Uninsured Motorist Deductible	\$500

<b>Automobile Physical Damage</b>	<b>Limit of Liability</b>
Limit	Actual Cash Value
Hired Physical Damage	Included
Vehicles Covered	Per Schedule
Comprehensive Deductible	\$2,500
Collision Deductible	\$2,500
Hired Physical Damage Deductible	\$2,500

### Coverage Features:

- Automatic Coverage for Vehicles up to \$100,000 in value
- Automatic Liability Coverage for new vehicles
- Deductible Per Occurrence

<b>Crime / Fidelity</b>	<b>Limit of Liability</b>
Blanket Employee Dishonesty	\$500,000
Forgery or Alteration	\$500,000
Computer Crime	\$500,000
Money and Securities	\$500,000
Social Engineering Fraud	\$25,000
Deductible	\$1,000
Social Engineering Deductible Only	\$2,500

### Coverage Features:

- Faithful Performance Included
- Includes all local and state required bonds

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# Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2021-2022

## CITY OF DUNWOODY

Property	Limit of Liability
Total Insured Values	\$40,368,484
Blanket Building & Contents	\$40,244,077
Mobile Equipment	\$124,407
Computers ("EDP")	Included
Flood Limit – Including Zones A and V	\$10,000,000
Earthquake Limit	\$10,000,000
Coinsurance Provision	None
Locations Covered	Per Schedule
Valuation – Building & Contents	Replacement Cost
Valuation – Mobile Equipment	Actual Cash Value
Deductible – Buildings & Contents All Perils <i>(Tier 1 Only-All Perils <b>except</b> Named Windstorm)</i>	\$2,500
Deductible – Mobile Equipment All Perils <i>(Tier 1 Only-All Perils <b>except</b> Named Windstorm)</i>	\$1,000
Deductible – Named Windstorm for Tier 1 Only* <i>* Applies separately to (1) Each separate building. (2) The value of personal property located in each separate building. (3) Each item of Mobile Equipment. (4) Actual value of Business Interruption and Extra Expense loss for the 12 months immediately following the date of the direct physical loss.</i>	1% per unit
Automatic Coverage Extensions:	
Business Interruption	\$500,000
Extra Expense	\$500,000
Computers ("EDP")	\$500,000
Builders Risk	\$500,000
Property in Transit	\$500,000
Valuable Papers	\$500,000
<b>Equipment Breakdown</b>	<b>Limit of Liability</b>
Limit Per Occurrence	\$40,244,077
Ordinance or Law Limit	\$40,244,077
Hazardous Substance	\$250,000
Deductible	\$2,500
Automatic Coverage Extensions	
Ammonia Contamination	\$1,000,000
Expediting Expenses	\$10,000,000
Service Interruption	\$40,244,077
Spoilage / Consequential Damage	\$10,000,000
Water Damage	\$1,000,000

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# Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2021-2022

## CITY OF DUNWOODY

<b>Cyber*</b>	<b>Limit of Liability</b>
Security & Privacy Liability	\$250,000
Regulatory Action Sublimit of Liability	\$250,000
Event Management	\$250,000
Cyber Extortion	\$250,000
Deductible	\$10,000

*\*Cyber coverage is insured outside of GIRMA by a commercial insurance carrier.*

<b>Police Animal Mortality Coverage</b>	<b>Limit of Liability</b>
Scheduled Limit	N/A
Deductible	Nil

## Risk Management Services

<b><u>Type of Service</u></b>	<b><u>Annual Contribution</u></b>
Loss Control & Safety Training	
On Site Visitation	Included
Awareness Training	Included
Awareness Through Safety Bulletins	Included
Automobile Drivers Training	Included
Access to Safety Videos	Included
Safety Grant	
Based on a Contribution Volume and up to \$10,000	Included
*Subject to Approval & Requirements	
Employment Practices Help Line	
Legal Advice	Included
Property Appraisals	
Building Valuations	Included
Contents and Historical Valuations	Included
Crisis Management	
Provides \$50,000 for expenses incurred in response to a Crisis Event including Workplace Violence	Included

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# Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2021-2022

## CITY OF DUNWOODY

### Contribution Summary

<u>Line of Coverage</u>	<u>Annual Contribution</u>
General Liability	\$51,500
Law Enforcement Liability – Before Credit	\$140,684
<i>Law Enforcement Initiative Credit Amount</i>	<i>\$28,137</i>
Law Enforcement Liability – After Credit	\$112,547
Public Officials Liability	\$54,601
Automobile Liability	\$133,984
Automobile Physical Damage	\$55,493
Property – Buildings & Contents	\$73,564
Mobile Equipment	\$193
Police Animal Mortality	\$0
Crime / Fidelity	\$1,914
Boiler & Machinery	\$4,870
Uninsured Motorist	\$2,874
<b>Sub Total</b>	<b>\$491,540</b>
Less Renewal Credit	\$0
<b>Total</b>	<b>\$491,540</b>

#### Disclaimer:

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## The City of Dunwoody May 1, 2021 to May 1, 2022

Coverage	2020 expiring premium	2021 Travelers Insurance Compansys	2021 GIRMA*
Property	\$ 63,407.00	\$ 50,031.00	\$ 78,434.00
Crime	\$ 1,708.00	\$ 1,708.00	\$ 1,914.00
Inland Marine	\$ 942.00	\$ 933.00	\$ 193.00
General Liability	\$ 65,146.00	\$ 62,404.00	\$ 51,500.00
Employee Benefits Liability	\$ 192.00	\$ 173.00	included in GL
Law Enforcement Liability	\$ 90,106.00	\$ 89,552.00	\$ 112,547.00
Public Entity Management Liability	\$ 20,739.00	\$ 18,768.00	\$ 54,601.00
Public Entity Employment Related Practices Liability	\$ 18,412.00	\$ 23,424.00	included above
CyberFirst	\$ 2,643.00	\$ 2,108.00	included above
Auto Liability	\$ 128,857.00	\$ 128,637.00	\$ 136,858.00
Auto Physical Damage	\$ 34,946.00	\$ 39,342.00	\$ 55,493.00
Umbrella Excess Liability	\$ 52,826.00	\$ 54,587.00	
Partners Risk Services Broker Fee	\$ -	\$ 35,000.00	\$ 35,000.00
Apex Claims Services Fee		\$ 15,000.00	
<b>total</b>	<b>\$ 479,924.00</b>	<b>\$ 521,667.00</b>	<b>\$ 526,540.00</b>

\*Georgia Interlocal Risk  
Management Agency



Partners Risk Services

4/15/2021

**The City of Dunwoody May 1, 2021 to May 1, 2022  
Summary of Changes from 2020 to 2021**

Coverage	2020 exposures	2021 exposures
Property	\$45,040,977 total prop limit	\$40,244,077 total prop limit
Crime	no changes	no changes
Inland Marine	\$125,979 equipment limit	\$132,980 equipment limit
General Liability	\$25,590,906 general fund budget	\$24,527,410 general fund budget
Employee Benefits Liability	87 Employees	101 Employees
Law Enforcement Liability	Total PD emp/vol count: 107	Total PD emp/vol count: 107 PLUS 2 police dogs
Public Entity Management Liability		
Public Entity Employment Related Practices Liability	87 Employees	101 Employees
CyberFirst	\$25,590,906 general fund budget	\$24,527,410 general fund budget
Auto Liability	92 units	105 units
Auto Physical Damage	92 units	105 units
Umbrella Excess Liability	changes in liability coverages lines	changes in liability coverages lines



Partners Risk Services

4/15/2021

**The City of Dunwoody May 1, 2021 to May 1, 2022**

**Program Distinctions**

	<b>Travelers</b>	<b>GIRMA</b>
AM Best Financial Rating	A++ (Superior)	Not a Rated Insurance Carrier -Self Funded Pool Risk Sharing
Admitted Insurance Carrier	Yes, Admitted	Not an Insurance Carrier -Self Funded Pool Risk Sharing
Insurance Provider Insolvency	In the event of insurance company insolvency, you have rights of recovery against the Georgia guarantee fund	You are sharing risk, do not have the ability to collect from the guarantee fund and may have to pay additional monies if the pool does not have the funds to pay claims (member assessment)
Regulatory	Insurance Companies are subject to receiving independent financial ratings from rating agencies and are subject to regulatory scrutiny of the Georgia Insurance Commissioner	Pools typically are not overseen by state insurance departments nor do they receive independent financial ratings
Premiums/Costs	You pay a guarantee, fixed premium for full transfer of risk to another party. No matter how many claims during the policy term, you do not pay any more premium for the policy term.	You may pay an assesment or estimate of your share of the pool's expenses. If your losses or the losses or others exceeds the estimates, then you may be assessed for any additional amounts
Policy Conditions	You are not obligated for anything other than your quoted premium and adherence to policy conditions.	You are jointly liable for all claims losses, even if you did nothing to contribute to the losses.
Contract Term	12 month policy, can be cancelled at any time (subject to 10% penalty for cancellation prior to 5/1 expiration date)	24 month requirement "Each Member shall continue its membership until the completion of the second full fiscal year of GIRMA following its admission to GIRMA. Effective upon the conclusion of such period, a Member may withdraw on ninety (90) days advance <b>written</b> notice to GIRMA.
Enrollment Process	Send request to bind coverage to Partners Risk Services, LLC	Execution of GIRMA Contract; Executed Resolution Authorizing Membership in GIRMA; Signed "Statement of Issues" document

**The City of Dunwoody May 1, 2021 to May 1, 2022  
Coverage Comparison**

<b>General Liability</b>	<b>Travelers</b>	<b>GIRMA</b>
Each Occurrence	\$ 1,000,000	\$ 1,000,000
Personal & Advertising Injury	\$ 1,000,000	\$ 1,000,000
Products/Completed Operations	\$ 1,000,000	\$ 1,000,000
Failure to Supply Utilities	Excluded	\$ 1,000,000
Fire Legal Liability	\$ 500,000	\$ 1,000,000
Sexual Abuse or Molestation	\$ 500,000	Included
Employee Benefits Liability	Claims Made \$1,000,000	\$ 1,000,000
Employee Benefits Liability Aggregate	Claims Made \$3,000,000	\$ 5,000,000
General Aggregate	\$ 2,000,000	Unlimited
Products/Completed Operations Aggregate	\$ 2,000,000	\$ 5,000,000
Failure to Supply Utilities Aggregate	Excluded	\$ 5,000,000
Medical Payments	Excluded	Excluded
General Liability Deductible	\$ -	\$ -
Employee Benefits Liability Deductible	\$ 1,000	\$ -
Form Type	Occurrence	Occurrence

<b>Law Enforcement Liability</b>	<b>Travelers</b>	<b>GIRMA</b>
Each Wrongful Act Limit	\$ 1,000,000	\$ 1,000,000
Aggregate Limit	\$ 2,000,000	\$ -
Deductible	\$ 25,000	\$ 10,000
Form Type	Occurrence	Occurrence

Public Entity Management Liability	Travelers	GIRMA
Each Wrongful Act Limit	\$ 1,000,000	\$ 1,000,000
Aggregate Limit	\$ 2,000,000	\$ 5,000,000
Deductible	\$ 10,000	\$ 10,000
Form Type	Occurrence	Occurrence

Employment Related Practices Liability	Travelers	GIRMA
Each Wrongful Act Limit	\$ 1,000,000	\$ 1,000,000
Aggregate Limit	\$ 2,000,000	\$ 5,000,000
Deductible	\$ 25,000	\$ 10,000
Form Type	Occurrence	Occurrence

Cyber Risk	Travelers	GIRMA
Privacy & Security	\$ 250,000	\$ 250,000
Privacy Breach Notification	\$ 250,000	Included
Computer & Legal Experts	\$ Included	Included
Cyber Extortion	\$ 100,000	Included
Data Restoration	\$ 10,000	Included
Deductible	\$ 25,000	\$ 10,000
Form Type	Claims Made	Claims Made

*Travelers will amend deductible back to \$10,000 after Migration to O365/ implentation of MFA for remote access is completed as well as open ports addressed.*

Automobile Liability	Travelers	GIRMA
Liability	\$ 1,000,000	\$ 1,000,000
Auto Liability Deductible	\$ 5,000	\$ 2,500
Uninsured Motorist	\$ 100,000	\$ 75,000
Uninsured Motorist Deductible	-	\$ 500
Comprehensive Deductible	\$ 2,500	\$ 2,500
Collision Deductible	\$ 2,500	\$ 2,500
Medical Payments	excluded	excluded
Hired Car Physical Damage Coverage Limit	\$ 50,000	Included
Hired Car Physical Damage Deductible	\$ 1,000	\$ 2,500

<b>Umbrella Liability</b>	<b>Travelers</b>	<b>GIRMA</b>
Occurrence Limit	\$ 5,000,000	Not Provided
General Aggregate	\$ 5,000,000	Not Provided
Products/Completed Operations Aggregate	\$ 5,000,000	Not Provided
Self Insured Retention	\$ 10,000	Not Provided
Coverage Form	Occurrence	Not Provided

<b>Property</b>	<b>Travelers</b>	<b>GIRMA</b>
Blanket Building & Property Limit	\$ 40,244,077	\$ 40,244,077
Co-Insurance	0%	0%
Valuation	Replacement Cost	Replacement Cost
Deductible	\$ 2,500	\$ 2,500
Business Income & Extra Expense	\$ 500,000	\$ 500,000
Business Income & Extra Expense Deductible	72 hours	\$ -
Earthquake	\$ 5,000,000	\$ 10,000,000
Flood	\$ 5,000,000	\$ 10,000,000
Earthquake or Flood Deductible	\$ 50,000	\$ 2,500
Equipment Breakdown	Included	Included
Equipment Breakdown - Spoilage	\$ 250,000	\$ 10,000,000
Equipment Breakdown Deductible	\$ 2,500	\$ 2,500

<b>Crime</b>	<b>Travelers</b>	<b>GIRMA</b>
Employee Theft - Per Loss	\$ 500,000	\$ 500,000
Forgery or Alteration	\$ 500,000	\$ 500,000
Computer Fraud	\$ 500,000	\$ 500,000
Deductible	\$ 1,000	\$ 1,000
Social Engineering Fraud	Included in Cyber Form \$10,000	\$ 25,000
Social Engineering Deductible	\$ 2,500	\$ 2,500

Inland Marine	Travelers	GIRMA
Scheduled Property/Equipment	\$ 124,407	\$ 124,407
Deductible	\$ 1,000	\$ 1,000
Drone Liability	\$ 1,000,000	\$ 50,000



**The City of Dunwoody May 1, 2021 to May 1, 2022**

<b>Coverage</b>	<b>2021 Travelers Insurance Company</b>
Property	\$ 50,031.00
Crime	\$ 1,708.00
Inland Marine	\$ 933.00
General Liability	\$ 62,404.00
Employee Benefits Liability	\$ 173.00
Law Enforcement Liability	\$ 89,552.00
Public Entity Management Liability	\$ 18,768.00
Public Entity Employment Related Practices Liability	\$ 23,424.00
CyberFirst	\$ 2,108.00
Auto Liability	\$ 128,637.00
Auto Physical Damage	\$ 39,342.00
Umbrella Excess Liability	\$ 54,587.00
Partners Risk Services Broker Fee	\$ 35,000.00
Apex Claims Services Fee	\$ 15,000.00
<b>total</b>	<b>\$ 521,667.00</b>



Partners Risk Services

4/19/2021



***A Commercial Insurance Proposal for:***

***CITY OF DUNWOODY***

***Effective Date: 05/01/2021***

***Expiration Date: 05/01/2022***

***Prepared For: Partners Risk Services***

<b>Coverage</b>
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<b>Line of Business</b>	<b>Company</b>	<b>Policy Number</b>
Deluxe Property	Travelers Property Casualty Company of America	630 2J293564
Crime	Travelers Property Casualty Company of America	630 2J293564
Inland Marine	Travelers Property Casualty Company of America	630 2J293564
General Liability	The Travelers Indemnity Company	ZLP 81M78442
Employee Benefit Liability	The Travelers Indemnity Company	ZLP 81M78442
Law Enforcement Liability	The Travelers Indemnity Company	ZLP 81M78442
Public Entity Management Liability	The Travelers Indemnity Company	ZLP 81M78442
Public Entity Employment-Related Practices Liability	The Travelers Indemnity Company	ZLP 81M78442
CyberFirst	The Travelers Indemnity Company	ZPL 81M78454
Auto Liability	The Travelers Indemnity Company	810 2J293564
Auto Physical Damage	The Travelers Indemnity Company	810 2J293564
Umbrella Liability	Travelers Property Casualty Company of America	ZUP 61M77671

*Consult Policy for Actual Terms and Conditions*



**THE FOLLOWING OUTLINES THE COVERAGE FORMS, LIMITS OF INSURANCE, POLICY ENDORSEMENTS AND OTHER TERMS AND CONDITIONS PROVIDED IN THIS PROPOSAL/QUOTE. THIS IS NOT A COMPLETE LISTING OF ALL THE ENDORSEMENTS INCLUDED IN YOUR POLICY. IN ADDITION TO THE POLICY ENDORSEMENTS OUTLINED IN THIS PROPOSAL/QUOTE, ANY RESULTING INSURANCE POLICY ISSUED BY TRAVELERS MAY INCLUDE ADDITIONAL ENDORSEMENTS, INCLUDING STATE-MANDATED ENDORSEMENTS, THAT MAY AFFECT COVERAGE. HOWEVER, ANY POLICY COVERAGES, LIMITS OF INSURANCE, POLICY ENDORSEMENTS, COVERAGE SPECIFICATIONS, OR OTHER TERMS AND CONDITIONS THAT YOU HAVE REQUESTED THAT ARE NOT INCLUDED IN THIS PROPOSAL/QUOTE HAVE NOT BEEN AGREED TO BY TRAVELERS. PLEASE REVIEW THIS PROPOSAL/QUOTE CAREFULLY AND IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT YOUR TRAVELERS REPRESENTATIVE.**

**THIS PROPOSAL/QUOTE DOES NOT AMEND, OR OTHERWISE AFFECT, THE PROVISIONS OF COVERAGE OF ANY RESULTING INSURANCE POLICY ISSUED BY TRAVELERS. IT IS NOT A REPRESENTATION THAT COVERAGE DOES OR DOES NOT EXIST FOR ANY PARTICULAR CLAIM OR LOSS UNDER ANY SUCH POLICY. COVERAGE DEPENDS ON THE APPLICABLE PROVISIONS OF THE ACTUAL POLICY ISSUED, THE FACTS AND CIRCUMSTANCES INVOLVED IN THE CLAIM OR LOSS AND ANY APPLICABLE LAW.**

**As Broker/Agent you will be responsible for being aware of and complying with the various legal requirements associated with countersignature in various jurisdictions covered in the policies.**

**Unless accepted, the offer(s) of insurance contained in this proposal expire(s) automatically fifteen days after the proposal date referenced on the cover page of this proposal.**

**Account Team****Account Executive — Overall Account Coordinator**

Karen C. Wright (678)317-7243  
KWRIGHT9@travelers.com

**Account Manager — Policy and Billing Services**

Jody H. Evans (210)525-3941  
JHEVANS@travelers.com

*To report, ask a question or discuss a claim please call 1-800-238-6225. A Claim Customer Service Representative is available 24 hours a day, 7 days a week to take the first notice of loss or provide assistance on any existing claim.*

## About Travelers

**Travelers** (NYSE: TRV) is a leading provider of property casualty insurance and surety products and of risk management services to a wide variety of businesses, other organizations and to individuals. The company reported 2019 revenues of \$31 billion and total assets of \$110 billion.

Our products are distributed primarily through U.S. independent insurance agents and brokers. Travelers is the second largest writer of personal insurance through independent agents. The company also has offices in the U.K., Ireland, and Canada. Travelers has about 30,000 employees worldwide. For more information, visit [www.travelers.com](http://www.travelers.com).

### Financial Strength

The financial strength of an insurance company is understandably important to its policyholders. Independent services, such as A.M. Best, Standard & Poor's and Moody's, have consistently given high ratings to our claim-paying ability and financial strength.

The independent financial strength ratings, which reflect the Travelers claims-paying ability, are as follows:

<b>A.M. Best</b>	A++	(A++ is the highest of 16)
<b>Standard &amp; Poor's</b>	AA	(AA is the 3rd highest of 21)
<b>Moody's</b>	'Aa2	(Aa2 is the 3rd highest of 21)

It is the policy of Travelers to comply with all applicable federal, state and local fair employment laws. In addition, Travelers files appropriate EEO-1 reports and voluntarily subscribes to the principles of affirmative action.

## Public Sector Expertise

Travelers is the leading provider of property and casualty insurance for public entities. It's a position we've worked hard to earn by building lasting relationships and strong foundations in communities across the country. With our expertise, years of hands-on experience and outstanding financial strength and stability, clients count on us to deliver thoughtfully designed, tailored insurance coverages and risk management solutions for the exposures they face.

Our underwriting, risk control and claim teams work exclusively with public entities. Travelers has impressive capabilities to serve the needs of the market. We're proud to offer:

- Package products for municipalities, counties, water and sewer districts and other selected special districts. For these segments, we deliver a menu of customized offerings and solutions – including property, liability, auto and professional coverages – designed specifically for local governments;
- Large public entity property business – including schedules in excess of \$250 million total insured values – for the segments listed above as well as for schools, excess property and assumed reinsurance.

The team at Travelers takes the time to understand issues affecting local government. They analyze current risks, anticipate those customers may face in the future and create flexible solutions to manage both.

### UNDERWRITING

Our underwriters stay abreast of public affairs, as well as evolving legal and social issues. We develop balanced solutions to meet each customer's unique situation and work with agents and brokers to customize the most effective plan for our clients.

### CLAIM SERVICES

When it comes to claim handling, one size doesn't fit all. Travelers has claim professionals dedicated to handling claims for public entities. They understand state-specific issues and have extensive knowledge of the immunities and special defenses afforded to public entities. In addition, Travelers retains defense counsel who specializes in representing public entities and understand the complexity of public entity legislation.

### RISK CONTROL SERVICES

Travelers risk control consultants work exclusively with public entity clients. These risk control professionals are dedicated to understanding a customer's unique operations, risks and issues. The value-added risk management programs, seminars and personalized service plans offered by Travelers help prevent losses and reduce overall costs for public entities.

## Risk Control Services

Travelers offers risk control resources that have a proven impact on preventing losses and reducing overall costs for public entities. These resources have been developed for public entity clients to address issues related to general liability, vehicle safety, property protection, law enforcement liability and employment practices liability.

Our goal is to provide public entities with resources to reduce loss-related expenses and enhance delivery of public services. These risk control resources respond to historical losses experienced by public entities and align with "best practices" for government entities, as advocated by the Public Risk Management Association (PRIMA) and the International City/County Management Association (ICMA).

When you select Travelers as your insurance carrier, you will have access to a wealth of risk control resources, including, but not limited to:

- The Public Sector Risk Control Seminars: The value-added risk management programs, seminars and training sessions offered by Travelers help prevent losses and reduce overall costs for public entities.
- Travelers Web Site: As a policyholder, you will have access to our Risk Control Web-site. You will be able to immediately download risk control materials, or order them from our products database. In addition, the site provides a pathway to register for our Safety Academy courses ... <http://www.travelers.com/riskcontrol>
- Public Sector Risk Control Answer Line: Have a technical question about a risk control issue? Use the Travelers Public Sector Answer Line. Clients can direct their specific risk control questions to the Answer Line for advice and information. [Ask Risk-Control@Travelers.com](mailto:Ask_Risk-Control@Travelers.com).
- Employment Practices Liability Risk Management Resources: Our EPL resources include:
  - 1) Free access to an Internet-based resource site with a wealth of employment practices information including emerging issues in employment law, sample handbook, best practices for policies and procedures, articles, searchable library and much more:
  - 2) 800# Hotline for free general guidance from an attorney who specializes in employment law and can answer questions about workplace concerns.
  - 3) Hundreds of vendor web-based risk management training courses which are available from any computer with internet access, anytime 24/7. Travelers clients simply set up an account with the vendor and receive a 15% discount off retail pricing. Additional volume discounts are applied on purchases of \$1,000 or more.
- CyberFirst: eRisk Hub is a private web based portal containing information and technical resources that can assist in the prevention of network, cyber and privacy events and provide timely support if an incident occurs.
- In the Public Interest Newsletter: Each issue of this newsletter addresses risk control concerns for general liability, vehicle operations and employment practices. The newsletter also features risk control and risk management information to minimize the frequency and severity of losses.

At Travelers, we are dedicated to meeting our public entity clients' risk management and risk control needs. We are pleased to offer you these valuable risk control resources as a part of this insurance proposal.



<b>Location Schedule</b>
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1	1	BROOK RUN-BARN	4770 N PEACHTREE RD, DUNWOODY, GA 30338
1	2	SKATE PARK CLUBHOUSE	4770 N PEACHTREE RD, DUNWOODY, GA 30338
1	3	PLAYGROUND RESTROOM	4770 N PEACHTREE RD, DUNWOODY, GA 30338
1	4	OFFICE - SHOP	4770 N PEACHTREE RD, DUNWOODY, GA 30338
1	5	OPEN AIR PAVILION	4770 N PEACHTREE RD, DUNWOODY, GA 30338
1	6	GREENHOUSE 1	4770 N PEACHTREE RD, DUNWOODY, GA 30338
1	7	GREENHOUSE 2	4770 N PEACHTREE RD, DUNWOODY, GA 30338
1	8	EAST FIELD-BASEBALL	4770 N PEACHTREE RD, DUNWOODY, GA 30338
1	9	WEST FIELD-BASEBALL	4770 N PEACHTREE RD, DUNWOODY, GA 30338
2	10	DUNWOODY NATURE CENT	5343 ROBERTS DR, DUNWOODY, GA 30338
2	11	DUNWOODY PARK- OUTDOO	5343 ROBERTS DR, DUNWOODY, GA 30338
2	12	WETLANDS TREE HOUSE	5343 ROBERTS DR, DUNWOODY, GA 30338
2	13	NORTH WOODS PAVILLIO	5343 ROBERTS DR, DUNWOODY, GA 30338
2	14	NATURE CENTER DECK	5343 ROBERTS DR, DUNWOODY, GA 30338
3	15	RESIDENCE	4831 CHAMBLEE DUNWOODY RD, DUNWOODY, GA 30338
3	16	GUEST HOUSE	4831 CHAMBLEE DUNWOODY RD, DUNWOODY, GA 30338
3	17	STABLES	4831 CHAMBLEE DUNWOODY RD, DUNWOODY, GA 30338
3	18	DONALD BANNISTER FAR	4831 CHAMBLEE DUNWOODY RD, DUNWOODY, GA 30338
3	19	COMMISSARY	4831 CHAMBLEE DUNWOODY RD, DUNWOODY, GA 30338
3	20	SHACK	4831 CHAMBLEE DUNWOODY RD, DUNWOODY, GA 30338
4	21	WINDWOOD HOLLOW PICN	4865 LAKESIDE DR, DUNWOODY, GA 30338
4	22	WINDWOOD HOLLOW BATH	4865 LAKESIDE DR, DUNWOODY, GA 30338
5	23	NORTH DEKALB CULTURA	5339 CHAMBLEE DUNWOODY RD, DUNWOODY, GA 30338
5	24	N.DEKALK CULTURAL AR	5339 CHAMBLEE DUNWOODY RD, DUNWOODY, GA 30360
6	25	PEACHFORD EXTENSION	4470 N SHALLOWFORD RD, DUNWOODY, GA 30338
7	26	SOUTH OF PERNOSHAL O	4555 N SHALLOWFORD RD, DUNWOODY, GA 30338
8	27	SOUTH OF PERNOSHAL O	4553 N SHALLOWFORD RD, DUNWOODY, GA 30338
8	28	SOUTH OF PERNOSHAL O	4553 N SHALLOWFORD RD, DUNWOODY, GA 30338

**Consult Policy for Actual Terms and Conditions**

## CITY OF DUNWOODY

9	29	PLAYGROUND RESTROOM	4400 DUNWOODY PARK DR, DUNWOODY, GA 30338
9	30	GEORGETOWN PARK PGRO	4400 DUNWOODY PARK DR, DUNWOODY, GA 30338
9	31	CENTRAL SQUARE PAVIL	4400 DUNWOODY PARK DR, DUNWOODY, GA 30338
9	32	CENTRAL SQUARE RESTR	4400 DUNWOODY PARK DR, DUNWOODY, GA 30338
9	33	CENTRAL SQUARE STORA	4400 DUNWOODY PARK DR, DUNWOODY, GA 30338
10	34	OFFICE AND WAREHOUSE	50 PERIMETER CENTER E, DUNWOODY, GA 30338
11	35	PAVILLION/RESTROOM	1959 PERNOSHAL CT, DUNWOODY, GA 30338
12	36	CITY HALL/OFFICE	4800 ASHFORD DUNWOODY RD, DUNWOODY, GA 30338
13	37	RESTROOM FACILITY	4832 CHAMBLEE DUNWOODY RD, DUNWOODY, GA 30338
14	38	EAST FIELD-BASEBALL	4635 BARCLAY DR, DUNWOODY, GA 30338
14	39	EAST FIELD-BASEBALL	4635 BARCLAY DR, DUNWOODY, GA 30338
14	40	WEST FIELD-BASEBALL	4635 BARCLAY DR, DUNWOODY, GA 30338
14	41	WEST FIELD-BASEBALL	4635 BARCLAY DR, DUNWOODY, GA 30338
14	42	CONCESSION/RESTROOM	4635 BARCLAY DR, DUNWOODY, GA 30338
14	43	PCMS FOOTBALL FIELD	4635 BARCLAY DR, DUNWOODY, GA 30338
15	44	BANDSHELL	4770 NORTH PEACHTREE ROAD, DUNWOODY, GA 30338
15	45	GREAT LAWN PAVILION/	4770 NORTH PEACHTREE ROAD, DUNWOODY, GA 30338
15	46	ARBORETUM PAVILION	4770 NORTH PEACHTREE ROAD, DUNWOODY, GA 30338
15	47	ARBORETUM BATHROOM	4770 NORTH PEACHTREE ROAD, DUNWOODY, GA 30338
15	48	MULTI-USE FIELD CONC	4770 NORTH PEACHTREE ROAD, DUNWOODY, GA 30338
16	49	ECO CLASSROM	5344 ROBERTS DRIVE, DUNWOODY, GA 30338
17	50	PAVILION	4565 DELLROSE DR, DUNWOODY, GA 30338

**Deluxe Property****DELUXE PROPERTY COVERAGE FORM****COVERAGES AND LIMITS OF INSURANCE - DESCRIBED PREMISES**

Insurance applies on a BLANKET basis only to a coverage or type of property for which a Limit of Insurance is shown below, and then only at the premises locations for which a value for such coverage or property is shown on the Statement of Values dated 2/27/2020, or subsequently reported to and insured by us. For Insurance that applies to a specific premises location see Deluxe Property Coverage Part Schedule - Specific Limits.

<b>Blanket Description of Coverage or Property</b>	<b>Limits of Insurance</b>
Building and Your Business Personal Property	\$40,244,077

**COINSURANCE PROVISION:**

Coinsurance does not apply to the Blanket Coverages shown above.

**VALUATION PROVISION:**

Replacement cost (subject to limitations) applies to most types of covered property (See Valuation Loss Condition).

**DELUXE PROPERTY COVERAGE PART SCHEDULE - SPECIFIC LIMITS - DESCRIBED PREMISES**

Insurance applies only to a premises location and building number and to a coverage or type of property for which a Specific Limit of Insurance is shown on schedule.

**COINSURANCE PROVISION:**

Coinsurance does not apply to any Building, Personal Property or "Stock" coverage for which a Specific Limit of Insurance applies as shown on schedule.

**VALUATION PROVISION:**

Replacement cost (subject to limitations) applies to most types of covered property (See Valuation Loss Condition).

EXCEPTION(S):

**ADDITIONAL COVERED PROPERTY****Limits of  
Insurance****Personal Property at Undescribed Premises:**

At any "exhibition" premises

\$50,000

At any installation premises or temporary storage premises

Not Covered

At any other not owned, leased or regularly operated premises

\$50,000

**Personal Property in Transit**

\$50,000

**DELUXE PROPERTY COVERAGE FORM - ADDITIONAL COVERAGES &  
COVERAGE EXTENSIONS**

The Limits of Insurance shown in the left column are included in the coverage form and apply unless a Revised Limit of Insurance or Not Covered is shown in the Revised Limits of Insurance column on the right. The Limits of Insurance apply in any one occurrence unless otherwise stated.

*Consult Policy for Actual Terms and Conditions*



	<b>Limits of Insurance</b>	<b>Revised Limits of Insurance</b>
Accounts Receivable:		
At all described premises	\$50,000	\$100,000
In transit or at all undescribed premises	\$25,000	\$100,000
Appurtenant Buildings and Structures	\$100,000	
Claim Data Expense	\$25,000	
Covered Leasehold Interest – Undamaged Improvements & Betterments		
Lesser of Your Business Personal Property limit or:	\$100,000	
Debris Removal (additional amount)	\$250,000	
Deferred Payments	\$25,000	
Duplicate Electronic Data Processing Data and Media	\$50,000	
Electronic Data Processing Data and Media		
At all described premises	\$50,000	
Employee Tools		
In any one occurrence	\$25,000	
Any one item	\$2,500	
Expediting Expenses	\$25,000	
Extra Expense	\$25,000	
Fine Arts		
At all described premises	\$50,000	
In transit	\$25,000	
Fire Department Service Charge	Included*	
Fire Protective Equipment Discharge	Included*	
Green Building Alternatives – Increased Cost		
Percentage 1%		
Maximum amount – each building	\$100,000	
Green Building Reengineering and Recertification Expense	\$25,000	
Limited Coverage for Fungus, Wet Rot or		
Dry Rot – Annual Aggregate	\$25,000	
Loss of Master Key	\$25,000	
Newly Constructed or Acquired Property:		
Buildings - each	\$2,000,000	
Personal Property at each premises	\$1,000,000	
Non-Owned Detached Trailers	\$25,000	
Ordinance or Law Coverage	\$250,000	
Outdoor Property	\$25,000	\$50,000
Any one tree, shrub or plant	\$2,500	
Outside Signs		
At all described premises	\$100,000	
At all undescribed premises	\$5,000	
Personal Effects	\$25,000	\$50,000
Personal Property At Premises Outside of the Coverage Territory	\$50,000	
Personal Property In Transit Outside of the Coverage Territory	\$25,000	
Pollutant Cleanup and Removal – Annual Aggregate	\$100,000	

**Consult Policy for Actual Terms and Conditions**



Preservation of Property		
Expenses to move and temporarily store property	\$250,000	
Direct loss or damage to moved property	Included*	
Reward Coverage		
25% of covered loss up to a maximum of:	\$25,000	
Stored Water	\$25,000	
Theft Damage to Rented Property	Included*	
Undamaged Parts of Stock in Process	\$50,000	
Valuable Papers and Records – Cost of Research		
At all described premises	\$50,000	\$100,000
In transit or at all undescribed premises	\$25,000	\$100,000
Water or Other Substance Loss – Tear Out and Replacement Expense	Included*	

**\*Included means included in applicable Covered Property Limit of Insurance**

## DELUXE BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM - DESCRIBED PREMISES

Premises Location No.	Building No.	Limits of Insurance
001-017	001-050	\$500,000

100 % Coinsurance Applies. See Business Income – Coinsurance

Rental Value: Included  
Ordinary Payroll: Included

## DELUXE BUSINESS INCOME - ADDITIONAL COVERAGES AND COVERAGE EXTENSIONS

The Limits of Insurance, Coverage Period and Coverage Radius shown in the left column are included in the coverage form and apply unless a revised Limit of Insurance, Coverage Period, Coverage Radius or Not Covered is shown under the column on the right. The Limits of Insurance apply in any one occurrence unless otherwise stated.

	Limits of Insurance, Coverage Period or Coverage Radius	Revised Limits of Insurance, Coverage Period or Coverage Radius
Business Income from Dependent Property		
At Premises Within the Coverage Territory	\$100,000	
At Premises Outside of the Coverage Territory	\$100,000	
Civil Authority		
Coverage Period	30 days	
Coverage Radius	100 miles	
Claim Data Expense	\$25,000	
Contract Penalties	\$25,000	
Extended Business Income		
Coverage Period	180 days	
Fungus, Wet Rot or Dry Rot – Amended Period of Restoration		
Coverage Period	30 days	
Green Building Alternatives – Increased Period of Restoration		
Coverage Period	30 days	
Ingress or Egress	\$25,000	
Coverage Radius	1 mile	
Newly Acquired Locations	\$500,000	
Ordinance or Law - Increased Period of Restoration	\$250,000	
Pollutant Cleanup and Removal – Annual Aggregate	\$25,000	
Transit Business Income	\$25,000	
Undescribed Premises	\$25,000	

*Consult Policy for Actual Terms and Conditions*



**CAUSES OF LOSS - EARTHQUAKE** – aggregate in any one policy year, for all losses covered under the Causes of Loss – Earthquake endorsement, commencing with the inception date of this policy:

	<b>Annual Aggregate Limit</b>
01. Applies at the following Building(s) numbered:	
001-043	\$5,000,000

If more than one Annual Aggregate Limit applies in any one occurrence, the most we will pay is the highest involved Annual Aggregate Limit. The most we will pay during each annual period is the highest of the Annual Aggregate Limits shown.

**CAUSES OF LOSS - BROAD FORM FLOOD** – aggregate in any one policy year, for all losses covered under the Causes of Loss – Broad Form Flood endorsement, commencing with the inception date of this policy:

	<b>Annual Aggregate Limit</b>
01. Applies at the following Building(s) numbered:	
001-034,036-043	\$5,000,000

If more than one Annual Aggregate Limit applies in any one occurrence, the most we will pay is the highest involved Annual Aggregate Limit. The most we will pay during each annual period is the highest of the Annual Aggregate Limits shown.

**EXCESS OF LOSS LIMITATION APPLIES – See Causes of Loss – Broad Form Flood endorsement.**

**Cause of Loss – Equipment Breakdown**

The insurance provided for loss or damage caused by or resulting from Equipment Breakdown is included in, and does not increase the Covered Property, Business Income, Extra Expense, and/or other coverage Limits of Insurance that otherwise apply under this Coverage Part.

<b>Coverage Extension:</b>	<b>Limits of Insurance</b>	<b>Revised Limits of Insurance</b>
Spoilage	\$25,000	\$250,000
<b>Limitations:</b>	<b>Limits of Insurance</b>	<b>Revised Limits of Insurance</b>

Ammonia Contamination  
Hazardous Substance

CITY OF DUNWOODY  
\$25,000      \$250,000  
\$25,000      \$250,000

**UTILITY SERVICES:**

**Limits of Insurance**

Direct Damage - in any one occurrence      \$50,000  
(See Utility Services – Direct Damage endorsement)

Coverage is provided for the following:

- Water Supply
- Communication Supply
- Power Supply

Coverage for Overhead Transmission Lines is: excluded.

**Public Sector Services Additional Coverage Endorsements**

**Limits of Insurance**

**Spoilage Coverage Extension DX T3 15**      \$10,000

**Public Entity Property Extensions DX T4 47:**

- Confiscated Property      \$100,000
- Street Lights – each item      \$2,500
- Street Lights – maximum per occurrence      \$50,000
- Street Signs – each item      \$2,500
- Street Signs – maximum per occurrence      \$50,000
- Traffic Signs and Lights – each item      \$2,500
- Traffic Signs and Lights – maximum per occurrence      \$50,000
- Stadium Lights – each item      \$2,500
- Stadium Lights – maximum per occurrence      \$50,000

**DEDUCTIBLES:**

**BY EARTHQUAKE:**

**Percentage      Occurrence**

01. in any one occurrence, at the following Building(s) numbered:

001-043 \$50,000

As respects Business Income Coverage a 72 hour deductible applies at all premises locations

**BY "FLOOD":**

**Occurrence**

01. At the premises location(s) of the following Building(s) numbered:

001-034,036-043

in any one occurrence: \$50,000

As respects Business Income Coverage a 72 hour deductible applies at all premises locations

**BUSINESS INCOME:**

As respects Business Income Coverage, for which no other deductible is stated above or in the coverage description, a 72 hour deductible applies.

**ANY OTHER COVERED LOSS:**

in any one occurrence: \$2,500

**AMENDMENTS:**

CAUSES OF LOSS-EQUIPMENT BREAKDOWN	DX T3 19
LOSS PAYABLE PROVISIONS	DX T3 79
ELECTRONIC VANDALISM LIMITATION ENDT	DX T3 98
BUSINESS INCOME-COINSURANCE	DX T4 61
EXCLUSION OF CERTAIN COMPUTER LOSSES	IL T3 55
EXCL. OF LOSS DUE TO VIRUS OR BACTERIA	IL T3 82
Amndt Common Policy Cond-Prohibited Covg	IL T4 12
CAP ON LOSSES CERTIFIED ACT OF TERRORISM	IL T4 14

**Rating Basis**

Rating Basis is Based on 100% Values for Blanket Locations plus Scheduled Locations Limits plus Time Element Limits.

**Total Rating Basis:****\$40,744,077**

**Note:** The Premium shown above includes the premium charged for Equipment Breakdown coverage.

*If you elect not to purchase Equipment Breakdown coverage, please contact your Account Executive and a revised quote without Equipment Breakdown coverage will be sent to you.*

**Consult Policy for Actual Terms and Conditions**



**Crime****Government Crime - Discovery Coverage**

The Government Crime - Discovery Coverage Part consists of this Declarations Form and the Government Crime - Discovery Coverage Form.

**Employee Benefit Plan(s) Included as Insureds:**

<b>Insuring Agreements</b>	<b>Limit Of Insurance Per Occurrence</b>	<b>Deductible Amount Per Occurrence</b>
Employee Theft – Per Loss Coverage	\$500,000	\$1,000
Forgery Or Alteration	\$500,000	\$1,000
Inside The Premises – Theft of Money And Securities	\$100,000	\$1,000
Inside The Premises – Robbery Or Safe Burglary Of Other Property	Not Covered	Not Covered
Outside The Premises	Not Covered	Not Covered
Computer Fraud	\$500,000	\$1,000
Funds Transfer Fraud	Not Covered	Not Covered
Money Orders And Counterfeit Paper Currency	Not Covered	Not Covered

**Endorsements Forming Part Of This Coverage Part When Issued**

EXCLUSION OF CERTAIN COMPUTER LOSSES	IL T3 55
Amndt Common Policy Cond-Prohibited Covg	IL T4 12

**CANCELLATION OF PRIOR INSURANCE ISSUED BY US:**

By acceptance of this Coverage Part you give us notice cancelling prior policy

Nos. \_\_\_\_\_;

the cancellation to be effective at the time this Coverage Part becomes effective.

<b>Inland Marine</b>
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**IM PAK**

State	Premises / Bldg Number	Coverage	Limits of Insurance & Deductibles
		<b>Scheduled Property</b>	\$
		Scheduled Items	\$ 124,407
		Flood Limit of Insurance	\$ 124,407
		Flood Annual Aggregate Limit of Insurance	\$ Not Applicable
		Earth Movement Limit of Insurance	\$ 124,407
		Earth Movement Annual Aggregate Limit of Insurance	\$ Not Applicable
		Basic Deductible	\$ 1,000
		Flood Deductible	\$ 1,000
		Earth Movement Deductible	\$ 1,000
		Windstorm Deductible	\$ 1,000

EXCLUSION OF CERTAIN COMPUTER LOSSES  
 EXCL. OF LOSS DUE TO VIRUS OR BACTERIA  
 Amndt Common Policy Cond-Prohibited Covg  
 CAP ON LOSSES CERTIFIED ACT OF TERRORISM

IL T3 55  
 IL T3 82  
 IL T4 12  
 IL T4 14

**ADDITIONAL COVERAGE INFORMATION****Other****IM PAK Modifiers**

IM PAK will use policy language attachments rather than endorsements (refer to the IM PAK section).

<u>Modifier Number</u>	<u>Name</u>
0462	Exception to IL T3 55 Date-Related Loss Excl
0654	Programming Errors F

<b>General Liability – Occurrence</b>
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<b>Coverage</b>	<b>Limit</b>
General Aggregate Limit	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Liability Any One Person or Organization Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
<b>The following limits apply:</b>	
Damage to Premises Rented to You Limit (Any One Premises)	\$500,000
Medical Expense Limit (Any One Person)	Excluded
Sewage Back-Up Limit	Excluded
Failure To Supply Limit	Excluded
Abuse or Molestation Aggregate Limit	\$1,000,000
Each Abuse or Molestation Offense Limit - Subject to Statutory Cap Limits of Coverage	\$500,000
<b>Statutory Cap Limits Of Insurance Endorsement</b>	
Georgia Bodily Injury Each Person Statutory Cap Limit	\$500,000
Georgia Bodily Injury Statutory Cap Total Limit	\$700,000
Georgia Property Damage Statutory Cap Limit	\$50,000

*Consult Policy for Actual Terms and Conditions*





## General Liability – Occurrence

### AMENDMENTS

XTEND ENDORSEMENT FOR PUBLIC ENTITIES

MOBILE EQUIPMENT REDEFINED - PUBLIC ENTITIES

AMENDMENT - POLLUTION EXCLUSION

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

EXCLUSION - INJURY TO VOLUNTEER FIREFIGHTERS

EXCLUSION - LAW ENFORCEMENT ACTIVITIES OR OPERATIONS

COVERAGE C - MEDICAL PAYMENTS EXCLUSION

EXCLUSION - EMPLOYEES AND VOLUNTEER WORKERS AS INSUREDS FOR CERTAIN BODILY INJURY, PERSONAL INJURY AND PROPERTY DAMAGE

EXCLUSION - PUBLIC USE OF PRIVATE PROPERTY

FUNGI OR BACTERIA EXCLUSION

EXCLUSION - DISCRIMINATION

EXCLUSION - PROFESSIONAL HEALTH CARE SERVICES - PUBLIC ENTITIES

EXCLUSION - VIOLATION OF CONSUMER FINANCIAL PROTECTION LAWS

EXCLUSION - FAILURE TO SUPPLY

EXCLUSION - LEAD

EXCLUSION - NUCLEAR ENERGY LIABILITY

AMENDMENT OF COMMON POLICY CONDITIONS - PROHIBITED COVERAGE - UNLICENSED INSURANCE AND TRADE OR ECONOMIC SANCTIONS

AMENDMENT - NON CUMULATION OF EACH OCCURRENCE LIMIT OF LIABILITY AND NON CUMULATION OF PERSONAL AND ADVERTISING INJURY LIMIT

AMENDMENT OF CONTRACTUAL LIABILITY EXCLUSION - EXCEPTION FOR DAMAGES ASSUMED IN AN INSURED CONTRACT APPLIES ONLY TO NAMED INSURED

PRESERVATION OF GOVERNMENTAL IMMUNITY - GEORGIA

EXCLUSION - DESIGNATED ACTIVITIES OR OPERATIONS - THE FOLLOWING ARE EXCLUDED:

SCHOOL DISTRICT OR SYSTEM

CEMETERY PROFESSIONAL SERVICES LIABILITY

LIMITED ABUSE OR MOLESTATION LIABILITY COVERAGE

**Employee Benefits Liability – Claims Made**

<b>Coverage</b>	<b>Limit</b>
Aggregate Limit	\$3,000,000
Each Employee Limit	\$1,000,000

**DEDUCTIBLES**

The following deductibles (Loss Only) apply:

Each Employee Deductible (Loss Only)	\$1,000
Retroactive Date:	05/01/2017

**AMENDMENTS**

PRESERVATION OF GOVERNMENTAL IMMUNITY - GEORGIA

<b>Law Enforcement Liability – Occurrence</b>
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<b>Coverage</b>	<b>Limit</b>
Aggregate Limit	\$2,000,000
Each Wrongful Act Limit	\$1,000,000

**Statutory Cap Limits Of Insurance Endorsement**

Georgia Bodily Injury Each Person Statutory Cap Limit	\$500,000
Georgia Bodily Injury Statutory Cap Total Limit	\$700,000
Georgia Property Damage Statutory Cap Limit	\$50,000

**DEDUCTIBLES**

Deductibles apply to damages & defense expenses unless required otherwise by state regulation.

The following deductible (Damages and Defense Expenses) applies:

Each Wrongful Act Deductible - Damages and Defense Expenses	\$25,000
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**AMENDMENTS**

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

AMENDMENT OF COMMON POLICY CONDITIONS - PROHIBITED COVERAGE -UNLICENSED INSURANCE AND TRADE OR ECONOMIC SANCTIONS

AMENDMENT OF LAW ENFORCEMENT ACTIVITIES OR OPERATIONS

PRESERVATION OF GOVERNMENTAL IMMUNITY - GEORGIA

MOBILE EQUIPMENT REDEFINED - EXCLUSION OF VEHICLES SUBJECT TO MOTOR VEHICLE LAWS

FUNGI OR BACTERIA EXCLUSION

UNMANNED AIRCRAFT EXCLUSION-WITH EXCEPTION FOR DESIGNATED AIRCRAFT

*Consult Policy for Actual Terms and Conditions*

**Public Entity Management Liability – Occurrence**

<b>Coverage</b>	<b>Limit</b>
Aggregate Limit	\$2,000,000
Each Wrongful Act Limit	\$1,000,000

**DEDUCTIBLES**

Deductibles apply to damages & defense expenses unless required otherwise by state regulation.

The following deductible (Damages and Defense Expenses) applies:

Each Wrongful Act Deductible - Damages and Defense Expenses	\$10,000
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**AMENDMENTS**

AMENDMENT OF JOINT POWERS AUTHORITY DEFINITION

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

AMENDMENT OF NETWORK AND INFORMATION SECURITY WRONGFUL ACT DEFINITION

AMENDMENT OF COMMON POLICY CONDITIONS - PROHIBITED COVERAGE - UNLICENSED INSURANCE AND TRADE OR ECONOMIC SANCTIONS

AMENDMENT OF LAW ENFORCEMENT ACTIVITIES OR OPERATIONS DEFINITION

PRESERVATION OF GOVERNMENTAL IMMUNITY - GEORGIA

LIMITED SPECIAL EXPENSES COVERAGE - KEY EMPLOYEES

Limited Special Expenses Aggregate Limit - Key Employees	\$50,000
Limited Special Expenses Participation Percentage - Key Employees	10%

DEFENSE EXPENSES REIMBURSEMENT FOR INJUNCTIVE RELIEF SUITS

Defense Expenses Reimbursement Limit - Aggregate	\$50,000
Defense Expenses Reimbursement Limit - Each Wrongful Act	\$25,000
Injunctive Relief Each Wrongful Act Participation Amount	10%

**The Following Are Excluded When “Yes” Is Indicated Below. If “No” Is Indicated, An Amendment And/Or Manuscript Endorsement May Be Required.**

Yes Airport	Yes Transit Authorities
Yes Health Care Facilities: Clinics	Yes Gas Utilities
Yes Health Care Facilities: Hospital	Yes Electric Utilities
Yes Health Care Facilities: Blood Banks	Yes Housing Authorities
Yes Health Care Facilities: Nursing Homes	Yes Schools or School Districts
Yes Health Care Facilities: Rehabilitation Facilities	Yes Joint Powers Authority
Yes Port Authorities	

*Consult Policy for Actual Terms and Conditions*



**Public Entity Employment-Related Practices Liability – Occurrence**

**IMPORTANT NOTICE –**

Defense expenses are payable within the limits of Insurance.

<b>Coverage</b>	<b>Limit</b>
Aggregate Limit	\$2,000,000
Each Wrongful Employment Practice Offense Limit	\$1,000,000

**DEDUCTIBLES**

Deductibles apply to damages & defense expenses unless required otherwise by state regulation.

The following deductible (Damages and Defense Expenses) applies:

Each Wrongful Employment Practice Offense Deductible - Damages and Defense Expenses	\$25,000
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**AMENDMENTS**

AMENDMENT OF JOINT POWERS AUTHORITY DEFINITION

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

EXCLUSION - OTHER EMPLOYMENT LAWS

AMENDMENT OF COMMON POLICY CONDITIONS - PROHIBITED COVERAGE - UNLICENSED INSURANCE AND TRADE OR ECONOMIC SANCTIONS

PRESERVATION OF GOVERNMENTAL IMMUNITY - GEORGIA

NON-EMPLOYMENT RELATED SEXUAL HARASSMENT ENDORSEMENT

WORKPLACE VIOLENCE EXPENSES COVERAGE

Workplace Violence Expenses Limit  
\$250,000

**The Following Are Excluded When "Yes" Is Indicated Below. If "No" Is Indicated, An Amendment And/Or Manuscript Endorsement May Be Required.**

- |   |                                 |
|---|---------------------------------|
| Yes Airport   | Yes Transit Authorities         |
| Yes Health Care Facilities: Clinics                   | Yes Gas Utilities               |
| Yes Health Care Facilities: Hospital                  | Yes Electric Utilities          |
| Yes Health Care Facilities: Blood Banks               | Yes Housing Authorities         |
| Yes Health Care Facilities: Nursing Homes             | Yes Schools or School Districts |
| Yes Health Care Facilities: Rehabilitation Facilities | Yes Joint Powers Authority      |
| Yes Port Authorities                                  |                                 |

*Consult Policy for Actual Terms and Conditions*



## CyberRisk Coverage – Claims Made

Policy Aggregate Limit	\$250,000
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Liability	Limit	Retention	Retroactive Date
Privacy and Security	\$250,000	\$25,000	5/1/2017
Payment Card Costs	Not Covered	Not Covered	
Media	Not Covered	Not Covered	Not Covered
Technology Errors And Omissions	Not Covered	Not Covered	Not Covered
Regulatory Proceedings	Not Covered	Not Covered	

Breach Response	Limit	Retention
Privacy Breach Notification	\$250,000	\$25,000
Computer and Legal Experts	\$250,000	\$25,000
Betterment	Not Covered	Not Covered
Cyber Extortion	\$100,000	\$2,500
Data Restoration	\$10,000	\$2,500
Public Relations	Not Covered	Not Covered

Cyber Crime	Limit	Retention
Computer Fraud	Not Covered	Not Covered
Funds Transfer Fraud	Not Covered	Not Covered
Social Engineering Fraud	\$10,000	\$2,500
Telecom Fraud	\$10,000	\$1,000
Vendor or Client Payment Fraud	Not Covered	Not Covered

Business Loss	Limit	Retention / Wait Period
Business Interruption	Not Covered	Not Covered
Business Interruption - System Failure	Not Covered	
Dependent Business Interruption	Not Covered	
Dependent Business Interruption - System Failure	Not Covered	
Dependent Business Interruption - Outsource Provider	Not Covered	
Dependent Business Interruption - Outsource Provider - System Failure	Not Covered	
Reputation Harm	Not Covered	Not Covered

**Consult Policy for Actual Terms and Conditions**

<b>Additional First Party Provisions</b>	
Accounting Costs Limit	Not Covered
Betterment Coparticipation	Not Covered
Period Of Restoration	Not Covered
Period of Indemnity	Not Covered
Emergency Costs Limit	Not Covered

Knowledge Date:	
P&P Date:	
Retroactive Date:	5/1/2017

<b>Coverage by Endorsement</b>	<b>Limit</b>	<b>Retention</b>
TCPA Costs	Not Covered	Not Covered
Conviction Reward	Not Covered	Not Covered
Employed Lawyers	Not Covered	Not Covered
Loss Mitigation	Not Covered	Not Covered

US Net Operating Expenditures	\$32,587,609
Foreign Net Operating Expenditures	\$0
Total Net Operating Expenditures	\$32,587,609

**Liability coverage applies on a claims-made basis. Payments of defense expenses will reduce, and may exhaust, the limits of insurance.**

**Conditions of Quote:**

Insurer: Travelers Property Casualty Company of America

**Required Policy Forms:**

Forms, Endorsements And Schedule Numbers	IL T8 01
Declarations	AFE-15001
General Conditions	AFE-16001
Georgia Changes Endorsement	AFE-17003
State Inconsistency Endorsement	AFE-19013
Cap On Losses From Certified Acts of Terrorism	AFE-19029
Federal Terrorism Risk Insurance Act Disclosure	AFE-19030
eRisk Hub Letter	CP-9183
CyberRisk Declarations	CYB-15001
CyberRisk Coverage	CYB-16001
CyberRisk Coverage Table Of Contents	CYB-16001-TOC
Amend Media Act Endorsement	CYB-19127
Exclude Specified Boards, Commissions, Governmental Units Or Departments Endorsement	CYB-19133
Law Enforcement Exclusion Endorsement	CYB-19134
Exclude Joint Ventures and LLPs Endorsement	CYB-19151
Preservation Of Governmental Immunity – Georgia Endorsement	CYB-19165
Independent Agent And Broker Compensation Notice	NTC-19036



## Automobile Liability

Liability Coverage	Auto Symbols	Limits
Liability	1 only	\$1,000,000
Uninsured/Underinsured Motorist	2 only	\$100,000

Number of autos, excluding trailers 105

Number of trailers 3

### Statutory Cap Limits Of Insurance Endorsement

Georgia Bodily Injury Each Person Limit - Statutory Cap \$500,000

Georgia Bodily Injury Total Limit - Statutory Cap \$700,000

Georgia Property Damage or Pollution Cost or Expense Limit - Statutory Cap \$50,000

### DEDUCTIBLES

The following each accident deductibles (Loss Only) apply:

Auto Liability (Bodily Injury/Property Damage) \$5,000

**Automobile Liability****AMENDMENTS**

AMENDMENT OF BODILY INJURY DEFINITION

PUBLIC ENTITY AUTO EXTENSION

PROFESSIONAL SERVICES NOT COVERED

EMERGENCY SERVICES - VOLUNTEER FIREFIGHTERS' & WORKERS' INJURIES EXCLUDED

AMENDMENT OF EMPLOYEE DEFINITION

PRESERVATION OF GOVERNMENTAL IMMUNITY - GEORGIA

AMENDMENT OF COMMON POLICY CONDITIONS - PROHIBITED COVERAGE - UNLICENSED  
INSURANCE AND TRADE OR ECONOMIC SANCTIONS

**Automobile Physical Damage****Option 1**

<b>Coverage</b>	<b>Valuation</b>	<b>Units</b>	<b>Deductible</b>
Symbol 2,8			
Comprehensive	Actual Cash Value	108	\$2,500
Collision	Actual Cash Value	108	\$2,500

*Consult Policy for Actual Terms and Conditions*



**Auto Physical Damage**

**AMENDMENTS**

PUBLIC ENTITY AUTO EXTENSION

PRESERVATION OF GOVERNMENTAL IMMUNITY - GEORGIA

HIRED AUTO PHYSICAL DAMAGE-LOSS OF USE-COMPREHENSIVE/COLLISION-(DEDUCTIBLE:  
\$1,000/\$1,000)

## Automobile Composite Rating

### Automobile Composite Rating

In order to provide our insureds better service and administrative efficiency, Travelers Public Sector Services is pleased to provide the following process for handling mid-term automobile change requests. All requests will be managed in accordance with the Composite Rate Application outlined below. The insured should continue to submit all change requests to their agent for accurate record keeping and claims verification purposes. Particular attention should be paid to Item 5, which specifies the types of automobiles that will continue to require reporting to the Company.

### Composite Rate Application

1. If your policy includes the coverage for which a composite rate is designated in the table below then the premium for that coverage is composite rated. Automobile Liability is rated on a "per unit" basis and Automobile Physical Damage is rated on the basis of the original cost new of the autos. **The composite rates reflect premium charges for any applicable miscellaneous auto coverages, with the exception of Garagekeepers Legal Liability.**
2. The composite rates for Automobile Liability and Physical Damage are the rates applicable at the inception of the policy. Based on the information provided for this proposal and as of the date of this proposal, these rates are as follows:

Liability	Comprehensive	Collision
\$1,634	0.509	0.682

3. The premium charged at inception is the estimated annual premium based on the number of units and total original cost new for all covered autos on file with the company at inception. The insured is to submit a current schedule of owned automobiles as of the expiration of the policy and the total earned premium will be computed on the basis of the average net change in units and their corresponding original cost new for the policy term.
4. All autos added will carry the same Liability limits and Physical Damage deductibles issued at policy inception for autos of the same type.
5. Any new auto requiring valuation other than actual cash value must be reported within 30 days of acquisition. These autos will be added to the policy automobile schedule mid-term and a final premium will be determined at policy expiration.

## Umbrella Excess Liability

Coverage	Limit
General Aggregate Limit	\$5,000,000
Products – Completed Operations Aggregate Limit	\$5,000,000
Occurrence Limit	\$5,000,000
Crisis Management Service Expenses Limit	\$50,000
Self Insured Retention Any One Occurrence or Event	\$10,000

### Statutory Cap Limits Of Insurance Endorsement

For Umbrella Statutory Cap Limits, refer to the applicable underlying insurance Statutory Cap Limits Of Insurance Endorsement

Coverage is provided over the following underlying coverages:	Limit
General Liability Limit	\$1,000,000
Employee Benefits Liability	\$1,000,000
Auto Liability	\$1,000,000
Law Enforcement Liability	\$1,000,000
Public Entity Management Liability	\$1,000,000
Public Entity Employment-Related Practices Liability	\$1,000,000

*Consult Policy for Actual Terms and Conditions*



**Umbrella Excess Liability**

EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

**AMENDMENTS**

POLICY DECLARATIONS - EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY

SCHEDULE OF UNDERLYING INSURANCE

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM AND EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES

COVERAGE FOR FINANCIAL INTEREST IN FOREIGN INSURED ORGANIZATIONS

FAILURE TO SUPPLY EXCLUSION - COVERAGES A AND B

FUNGI OR BACTERIA EXCLUSION - COVERAGES A AND B

MOBILE EQUIPMENT RACING EXCLUSION - COVERAGE B

NUCLEAR ENERGY LIABILITY EXCLUSION (BROAD FORM) - COVERAGES A AND B

AMENDMENT OF COVERAGE - DEFINITIONS

PUBLIC USE OF PRIVATE PROPERTY EXCLUSION - COVERAGES A AND B

FOLLOW-FORM LIMITATION - COVERAGE B

WATERCRAFT LIABILITY EXCLUSION - COVERAGE B

AMENDMENT OF UNDERLYING INSURANCE DEFINITION

AMENDMENT OF WHO IS AN INSURED - EMPLOYEES AND VOLUNTEER WORKERS - COVERAGE B

DISCRIMINATION EXCLUSION - COVERAGE B

INJURY TO VOLUNTEER FIREFIGHTERS EXCLUSION - COVERAGE B

LAW ENFORCEMENT ACTIVITIES OR OPERATIONS EXCLUSION - COVERAGE B

LEAD EXCLUSION - COVERAGE B

POLLUTION NOT RELATED TO AUTOS EXCLUSION - PUBLIC ENTITIES OR INDIAN TRIBES - COVERAGE A

PROFESSIONAL HEALTH CARE SERVICES EXCLUSION WITH LIMITED EXCEPTION FOR DESIGNATED PROFESSIONALS - COVERAGES A AND B

DESIGNATED ACTIVITIES OR OPERATIONS EXCLUSION - COVERAGE B

ABUSE OR MOLESTATION EXCLUSION - COVERAGE A AND B- WITH LIMITED FOLLOW-FORM EXCEPTION

PRESERVATION OF GOVERNMENTAL IMMUNITY - GEORGIA

NON CUMULATION OF OCCURRENCE LIMIT

***Consult Policy for Actual Terms and Conditions***

STATUTORY CAP LIMITS OF INSURANCE ENDORSEMENT

DESIGNATED ACTIVITIES OR OPERATIONS EXCLUSION - COVERAGE B - THE FOLLOWING ARE EXCLUDED:

SCHOOL DISTRICT OR SYSTEM



**Federal Terrorism Risk Insurance Act Disclosure**

The federal Terrorism Risk Insurance Act of 2002 as amended (“TRIA”) establishes a program under which the Federal Government may partially reimburse “Insured Losses” (as defined in TRIA) caused by “Acts Of Terrorism” (as defined in TRIA). “Act Of Terrorism” is defined in Section 102(1) of TRIA to mean any act that is certified by the Secretary of the Treasury – in consultation with the Secretary of Homeland Security and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The Federal Government’s share of compensation for such Insured Losses is 80% of the amount of such Insured Losses in excess of each Insurer’s “Insurer Deductible” (as defined in TRIA), subject to the “Program Trigger” (as defined in TRIA).

In no event, however, will the Federal Government be required to pay any portion of the amount of such Insured Losses occurring in a calendar year that in the aggregate exceeds \$100 billion, nor will any Insurer be required to pay any portion of such amount provided that such Insurer has met its Insurer Deductible. Therefore, if such Insured Losses occurring in a calendar year exceed \$100 billion in the aggregate, the amount of any payments by the Federal Government and any coverage provided by this policy for losses caused by Acts Of Terrorism may be reduced.

For each coverage provided by this policy that applies to such Insured Losses, the charge for such Insured Losses is included in the premium for such coverage. The charge for such Insured Losses that has been included for each such coverage is the percentage of the premium for such coverage indicated below, and does not include any charge for the portion of such Insured Losses covered by the Federal Government under TRIA.

**Important Notice Regarding Compensation Disclosure**

For information about how Travelers compensates independent agents, brokers, or other insurance producers, please visit this website:

[http://www.travelers.com/w3c/legal/Producer\\_Compensation\\_Disclosure.html](http://www.travelers.com/w3c/legal/Producer_Compensation_Disclosure.html)

If you prefer, you can call the following toll-free number: 1-866-904-8348. Or you can write to us at Travelers, Enterprise Development, One Tower Square, Hartford, CT 06183

## Payment Plan

### Estimated Premium Due\*

#### Agency Billing

The estimated gross premium due is \$471,667.00 which represents all lines of insurance and additional services detailed in this proposal, to be billed as follows:

Due Date	Gross Amount	Type
5/1/2021	\$471,667.00	Prepaid

*\*The estimated premium shown above may differ from actual premiums shown on the policies and installment bills due to installment charges, estimated taxes and surcharges, as well as rounding.*

If there are changes in your coverages or exposures during the policy year which result in a material change in your premium, we will adjust the amount due on all future installments for this policy term. Other changes during the year which are not material, will be billed at audit.

Bills are sent approximately 45 days in advance of the due date. Remittance envelopes are included for mailing to our lock box for prompt crediting to your account. All bills are due and payable on the indicated due date.

<b>Premium Schedule</b>
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<b>Coverage</b>	<b>Gross Premium</b>
Deluxe Property	\$50,031
Crime	\$1,708
Inland Marine	\$933
General Liability	\$62,404
Employee Benefits Liability	\$173
Law Enforcement Liability	\$89,552
Public Entity Management Liability Public Entity	\$18,768
Employment-Related Practices Liability	\$23,424
CyberFirst	\$2,108
Auto Liability	\$128,637
Auto Physical Damage	\$39,342
Umbrella Excess Liability	\$54,587
<b>Total</b>	<b>\$471,667</b>
<b>Taxes &amp; Surcharges</b>	<b>\$0</b>

**Note:** *The estimated premium shown in the Premium Schedule and Quote Options, if any, may differ from actual premiums shown on the policies and installment bills due to installment charges, estimated taxes and surcharges, as well as rounding. Estimated taxes and surcharges may differ depending on selection of Quote Options, if any.*

**IMPORTANT NOTE REGARDING ACCOUNT MINIMUM PREMIUM**

The lines of business shown in the *Premium Schedule and Quote Options, if any*, are subject to a \$5,000 account minimum premium. If the line(s) of business selected for binding do not total at least \$5,000, then the premiums shown for those lines of business will be adjusted to total \$5,000.

## Georgia Interlocal Risk Management Agency Amended and Restated Intergovernmental Contract

WHEREAS, an intergovernmental contract originally was approved for use on June 10, 1987 by certain municipalities acting through a Board of Trustees of their own selection, and, in accordance with the Official Code of Georgia Annotated (“O.C.G.A.”) Section 36-85-2, these municipalities formed and became members of the Georgia Interlocal Risk Management Agency (“GIRMA”) by executing the intergovernmental contract, and

WHEREAS, GIRMA is an unincorporated nonprofit instrumentality wholly owned by its members, all of which are public entities, and after approval by GIRMA’s Administrator, all additional members of GIRMA became members by executing the intergovernmental contract and adopting a resolution or ordinance;

WHEREAS, the form of this Amended and Restated Intergovernmental Contract has been approved in accordance with the bylaws, and all Members not expressing intent to withdraw within 30 days after the date of notice of the approval are parties to this Amended and Restated Intergovernmental Contract, and the intergovernmental contract previously executed by the Member is superseded by this Amended and Restated Intergovernmental Contract;

WHEREAS, this Amended and Restated Intergovernmental Contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and among the public entities who are now Members of the Georgia Interlocal Risk Management Agency (“GIRMA”) and the \_\_\_\_\_ [Name of Prospective Member Entity] (“New Member”) for the purpose of permitting New Member to participate in one or more group self-insurance funds for the management of liability and property damage risks of the Member public entities.

WHEREAS, New Member desires to become a Member of GIRMA in accordance with the Statute and the rules and regulations of the Insurance Commissioner of the State of Georgia:

NOW, THEREFORE IN CONSIDERATION OF the mutual covenants, promises and obligations contained herein, which were given to and accepted by each public entity becoming a party to this agreement the parties agree as follows:

### PARAGRAPH 1

#### PURPOSE AND OPERATIONS OF THE GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY

**Section 1.1. Purpose of Georgia Interlocal Risk Management Agency and Intergovernmental Contract.** The purpose of GIRMA and of this agreement is to jointly exercise powers common to each participating public entity; to establish and administer one or more group self-insurance funds; to establish and administer a risk management service; to prevent or lessen the incidence and severity of casualty and property losses occurring in the operation of a Member of GIRMA; and to defend and protect, in accordance with this contract and related coverage descriptions, any Member of GIRMA against liability or loss as stated in such documents. The activities of GIRMA shall not constitute conduct of an insurance business.

**Section 1.2. Operations and Eligibility for Membership.** The Board of Trustees described in Paragraph 3 of this agreement shall direct the affairs of GIRMA. The Georgia Municipal Association shall be appointed as Administrator. The Administrator may recommend to the Board of Trustees the appointment of necessary Service Companies, attorneys and agents for operation of GIRMA. In order to become a member of GIRMA, an entity must be a “municipality”, as defined in Chapter 85 of Title 36 of the Official Code of Georgia Annotated, as amended from time to time, and must be a political subdivision of a state or an entity the income of which is excluded from gross income under the Internal Revenue Code. Any entity that meets these criteria may become a member once it has taken all actions required by applicable law to join GIRMA and has been approved by GIRMA through its Administrator.

**PARAGRAPH 2  
DEFINITIONS**

**Section 2.1. Definitions.** In the interpretation of this agreement the following definitions shall apply unless the context requires otherwise:

- (1) "Administrator" shall mean the person or agency designated to supervise the administration of GIRMA and to perform such duties and exercise such powers as shall be specifically designated by the Board.
- (2) "GIRMA" shall mean the Georgia Interlocal Risk Management Agency.
- (3) "Board" shall mean the Board of Trustees of GIRMA.
- (4) "Coverage Description or Description" shall mean the written explication of General Liability, Motor Vehicle Liability, Property Damage and other claims for which Members are jointly self-insured through a Fund or Funds.
- (5) "Group Self-Insurance Fund," "Fund" or "Funds" shall have the meaning as defined in Chapter 85 of Title 36 of the Official Code of Georgia Annotated, as amended.
- (6) "Member" shall mean an entity that meets the eligibility requirements set forth in Section 1.2, has been approved by GIRMA through its Administrator, and is participating in GIRMA in conformity with this contract.
- (7) "Service Company" shall mean persons or agencies designated by the Board or Administrator to perform claim settlement services, make a determination of risk factors of Members and applicants for membership, institute loss prevention programs and accounting systems, acquire necessary excess insurance and reinsurance proposals, or perform other functions in the day-to-day operation of GIRMA as directed by the Board or Administrator.

**PARAGRAPH 3  
BOARD OF TRUSTEES**

**Section 3.1. Trustee Qualifications.** The qualifications to serve as a Trustee and the terms of office for Trustees shall be specified in the bylaws of GIRMA.

**Section 3.2. Selection of Board Members.** The Board of GIRMA shall be those persons selected in accordance with the bylaws of GIRMA.

**Section 3.3. Meetings.** All meetings of the Board shall be held and conducted in accordance with the bylaws adopted by the Board.

**Section 3.4. Liability of Trustees and Officers.** Trustees and officers of GIRMA shall use ordinary care and reasonable diligence in the exercise of their powers and the performance of their duties. They shall not be liable for mistakes of judgement or actions or failures to act when such mistakes, actions or failures are made in good faith and within the scope of their authority for GIRMA. Nor shall they be liable for any action or failure to act of any agent, employee or independent contractor of GIRMA, nor for loss incurred through investment of funds or failure to invest. No trustee or officer shall be liable for any action or failure to act of any other trustee or officer. No trustee or officer shall be required to give a bond or other security to guarantee the faithful performance of the duties hereunder except as may be required by the rules and regulations of the Insurance Commissioner. GIRMA shall defend and hold harmless any trustee or officer, and the Board of Trustees, against any and all loss, cost, damage or exposure arising from their actions or failures to act when such actions or failures are made in good faith and within the scope of their authority for GIRMA. GIRMA may purchase insurance providing such coverage for trustees and officers.

**PARAGRAPH 4  
BOARD POWERS AND DUTIES**

**Section 4.1. Board Powers and Duties.** The Board, in addition to other powers and duties conferred or imposed by law, is authorized in the name of GIRMA to exercise the powers enumerated in Article III, Section I and in Article IV, Section 2 of the bylaws and to do all the acts necessary or incidental in performing and accomplishing the purposes set forth in this agreement and in the bylaws of GIRMA.

**PARAGRAPH 5  
MEMBERSHIP**

**Section 5.1. Membership.** The membership of GIRMA consists of those eligible public entities who have executed this agreement, or its counterpart, by the duly constituted chief executive or administrative officers acting upon the resolution of the governing authority of the public entity and which have paid the prescribed contributions pursuant to the provisions of this agreement. Such entities may be admitted as Members upon approval of the Administrator in accordance with policies established by the Board, upon their execution of this agreement, or its counterpart, and by payment of prescribed contributions. Every Member agrees to the admission of additional Members in accordance with the provisions of this paragraph.

**Section 5.2. Member Representatives.** The chief executive or administrative officer of each Member shall designate in writing a representative to GIRMA and notify the Administrator of such designation. The representative shall be responsible to the Member for receiving all communications related to GIRMA, implementing loss control measures and executing the duties imposed on the Members by this agreement and the bylaws of GIRMA. All communications from the Administrator or any Service Company to the Member shall be addressed to the individual listed in the Administrator's records as the Member's designated representative. Each Member shall notify the Administrator immediately if a replacement representative is named.

**Section 5.3. Withdrawal.**

- (1) Each Member shall continue its membership until the completion of the second full fiscal year of GIRMA following its admission to GIRMA. Effective upon the conclusion of such period, a Member may withdraw on ninety (90) days advance written notice to GIRMA. A Member withdrawing shall have no right to the reserves on any claims maintained by GIRMA in the operation of a Group Self-Insurance Fund. GIRMA shall continue servicing of any covered claim of the Member after the withdrawal of the Member.
- (2) At the conclusion of a Member's second full fiscal year of membership, all membership shall be on a coverage year-to-coverage year basis. Effective at the end of any coverage year, GIRMA may, on ninety (90) days advance written notice to a Member, determine not to renew a Member's membership in GIRMA or the Member's participation in the Fund.
- (3) Any Member, failing to make payments required by Paragraph 6 of this agreement when due, shall upon proper notice be immediately suspended from membership and the Member's coverage under any Fund and benefits hereunder shall immediately cease. If the Member shall subsequently submit the delinquent payment along with such penalties or interest that may be established by the board, the Administrator may reinstitute such membership in accordance with Board policy.
- (4) Terminated Members shall remain liable for assessments for any fiscal year in which they were Members. Terminated Members shall have no rights to surplus or dividends, but the Board may return all or a portion of any terminated Member's capital contribution.

**Section 5.4. Membership Review and Termination.** A Member may be involuntarily terminated for causes other than non-payment of contributions as provided in the bylaws.

**PARAGRAPH 6  
OBLIGATIONS OF MEMBERS**

**Section 6.1. Member Obligations.** Members of GIRMA agree to be obligated as follows:

- (1) To participate at all times in at least one Fund established by the Board.
- (2) To pay all contributions, assessments or other sums due to GIRMA at such times and in such amounts as shall be established by the Board or the Administrator.
- (3) To select a person to serve as a Member representative.
- (4) To allow the Board and its agents reasonable access to all facilities of the Member and all records, including but not limited to financial records, which relate to the purposes of GIRMA.
- (5) To allow attorneys appointed by GIRMA to represent the Member and its employees or officers in investigation, settlement discussions and all levels of litigation arising out of any claim made against a Member within the scope of loss protection furnished by the Fund or Funds established by GIRMA, and, with approval of the Administrator or in accordance with policies established by the Administrator, to enter into settlements of such litigation without the consent of the Member or its employees or officers.
- (6) To assist and cooperate in the defense and settlement of claims against the Member and its employees or officers.
- (7) To furnish full cooperation to GIRMA's attorneys, claims adjusters, Service Company and any agent employee, officer or independent contractor of GIRMA relating to the purposes of GIRMA.
- (8) To follow all loss reduction and prevention procedures established by GIRMA.
- (9) To furnish to the Administrator such budget operating and underwriting information as may be requested by the Administrator.
- (10) To report as promptly as possible, and in accordance with any Coverage Descriptions issued, all incidents which could result in GIRMA or any Fund established by GIRMA being required to pay claim for loss or injuries to the Member's property or injuries to persons or property when such loss or injury is within the scope of the protection of a Fund or Funds in which the Member participates.

**Section 6.2. Optional Defense of Fund Member.** A Member may hire co-defense counsel, at the Member's expense, to assist in the defense of claims; provided, however, the attorney selected by GIRMA to defend the claim shall be lead counsel in all matters.



**Section 6.3. Contractual Obligation.** This agreement shall constitute a contract among the Members of GIRMA. The obligations and responsibilities of the Members set forth herein include the obligation to take no action inconsistent with this agreement as originally written or validly amended, which shall remain a continuing obligation and responsibility of the Member. This agreement may be executed in duplicate originals and the agreement of a public entity thereto shall be evidenced by a signed copy of a resolution adopted by its legislative body authorizing an appropriate official of the public entity to execute the agreement on behalf of the public entity. The contracting parties have created a risk management agency for group self-insurance purposes only within the scope of this agreement, GIRMA's bylaws and related Coverage Descriptions. Nothing contained herein shall be deemed to create any relationship of surety, indemnification or responsibility between an individual Member for the debts or claims against any other individual Member. In accordance with Sections 36-85-9 and 36-85-15 of the Official Code of Georgia Annotated, each Member shall be jointly and severally liable for all legal obligations of a Fund and assessments may be required to meet any financial obligation of GIRMA or of any Fund.

#### **PARAGRAPH 7 AMENDMENTS TO CONTRACT**

**Section 7.1. Amendments.** This agreement may be amended by consent of the Members. A change or modification to this agreement may be agreed to by a vote of Members under such rules and procedures as the Board shall prescribe. Such vote may be conducted at a meeting of Members or may be conducted by mail. Any change or modification agreed to by a majority of the voting Members shall become effective immediately or at such future time as the amendment shall provide. Any Member not exercising its right of withdrawal within thirty (30) days after notice of the change or amendment shall be deemed to have consented to such a change or amendment. Any Member not consenting to such change or amendment may, at its option, withdraw with 90 days written notice and shall be entitled to a refund of any non-earned premiums.

#### **PARAGRAPH 8 AUDITS AND FINANCIAL REPORTS**

**Section 8.1. Annual Report.** The Board shall provide to the Members an annual report of the financial affairs of GIRMA and of each Fund maintained by GIRMA.

#### **PARAGRAPH 9 OPERATION OF GROUP SELF-INSURANCE FUNDS**

**Section 9.1. Loss Protection.** GIRMA will provide loss protection to each Member participating in a Fund as provided in the Coverage Description for the Fund.

**Section 9.2. Coverage Descriptions.** The Board or its designee may develop and issue such self-insurance Coverage Descriptions for Funds as it deems necessary or advisable. The limits of loss protection, scope of loss protection, amount of loss retention and Member contributions into a Fund shall be determined by the Coverage Description for the Fund. The Board may amend the Coverage Description or Descriptions from time to time as deems advisable. Such amended Coverage Descriptions shall be effective for GIRMA's subsequent coverage years.

*[To be completed by "New Members" joining after September 1, 2016]*

This foregoing Intergovernmental Contract is entered into on behalf of \_\_\_\_\_ (Name of New Member), this day of \_\_\_\_\_, 20\_\_, by the duly authorized officer whose signature appears below.

\_\_\_\_\_  
(Name of New Member)

\_\_\_\_\_  
(Authorized Signature/title)

\_\_\_\_\_  
Witness/title

(Entity Seal - Printed)

**BYLAWS OF THE  
BOARD OF TRUSTEES OF THE  
GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY**

**Revised and Adopted March 16, 2016**

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**BYLAWS OF THE  
BOARD OF TRUSTEES OF THE  
GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY**

**ARTICLE I**

**NAME AND LOCATION**

- Section 1. The name of this organization shall be the Georgia Interlocal Risk Management Agency, hereinafter referred to as "GIRMA". In October, 1988, GIRMA was established by an intergovernmental contract among founding municipal corporations of Georgia for the management of liability and property damage risks, in accordance with Title 36, Chapter 85 of the Official Code of Georgia Annotated (the "Statute").
- Section 2. The principal office of GIRMA is located at 201 Pryor Street, Atlanta, Georgia 30303.
- Section 3. Other offices for the transaction of business may be established as the Board of Trustees (hereinafter referred to as the "Board") may determine.
- Section 4. These Bylaws are adopted pursuant to the Statute, the applicable rules and regulations of the Insurance Commissioner of the State of Georgia (hereinafter referred to as "Commissioner") and the intergovernmental contract creating GIRMA (the "Intergovernmental Contract").

**ARTICLE II**

**ELIGIBILITY FOR AND RENEWAL OF MEMBERSHIP**

- Section 1. Eligibility. In order to become a member of GIRMA, an entity must be a municipality as defined in Section 36-85-1 of the Official Code of Georgia Annotated, as amended from time to time, and must be a political subdivision of a state or an entity the income of which is excluded from gross income under the Internal Revenue Code. An entity that meets these criteria may become a member once it has taken all actions required by applicable law to join GIRMA and has been approved by GIRMA through its Administrator. Approved entities are called "Members" in these Bylaws. All Members agree

to the terms of the Intergovernmental Contract.

Section 2. Members may voluntarily withdraw after completion of two full fiscal years of Membership by providing ninety (90) days advance written notice to the Administrator.

Section 3. After the first two full fiscal years of Membership, Membership will continue unless either the Administrator or the Member provides the other with ninety (90) days advance written notice of its decision to withdraw or not to renew the contract.

Section 3. See Article X for Involuntary Termination of a Membership mid-year.

**ARTICLE III**

**BOARD OF TRUSTEES**

Section 1. General Powers. The affairs of GIRMA shall be governed by the Board of Trustees, which shall have such general powers as are conferred by Chapter 85 of Title 36 of the Official Code of Georgia Annotated. The Board shall have discretionary authority to adopt rules and regulations and to establish policies and procedures for the operation of GIRMA and to make and enter into contracts for such services as it deems necessary or expedient to include contracts with GMA providing for payment of reasonable institutional value fees.

Section 2. Number and Qualifications. The business and property of GIRMA shall be supervised by a Board of Trustees, which shall consist of nine (9) Trustees. Each Trustee appointed and serving shall be at all times an elected or appointed official of a Member of GIRMA who is serving on the Board of Trustees of the Georgia Municipal Employees Benefit System established pursuant to Chapter 5 of Title 47 of the Official Code of Georgia Annotated. In addition to meeting these requirements, a Trustee must submit a completed application to the Commissioner. If the Commissioner objects to the appointment, the appointment will be invalidated on a prospective basis.

Section 3. Election of Trustees, Term of Office. Trustees shall be individuals meeting the qualifications in Section 2 above who are elected by Members in accordance with Article XI of these Bylaws to serve a term as follows:

- Slots A, B and C shall be filled by individuals elected to serve a term expiring June 30, 2020;
- Slots D, E and F shall be filled by individuals elected to serve a term ending June 30, 2018;
- Slots G, H and I shall be filled by individuals elected to serve a term ending June 30, 2019.

A Trustee's term of office shall be six (6) years. Trustees shall be eligible to succeed themselves but shall not serve more than three (3) consecutive full terms. The time served by the Trustee for the remainder of a former Trustee's unexpired term shall not count toward the Trustee's term limits. All Trustees shall serve until their successors are duly elected and qualified.

Section 4. Vacancies. Any vacancy occurring on the Board shall be filled by appointment by the remaining Trustees. The Trustee appointed to fill the vacancy shall serve for the remainder of the unexpired term, when such position shall be filled by a vote of the Members. Any Trustee appointed to fill the vacancy shall submit an application to the Commissioner to serve as Trustee of this Board. If the Commissioner objects to the appointment, the appointment will be invalidated on a prospective basis with respect to this Board and that individual will not serve on this Board.

Section 5. Removal of Trustees. A Trustee who ceases to meet the qualification requirements in Article III Section 2 shall no longer be eligible to serve on the Board and in such event the Trustee's office shall be declared vacant. A Trustee may be removed by a majority vote of the remaining Trustees for: missing three (3) consecutive regular meetings of the Board; misfeasance, nonfeasance, or for otherwise failing to adequately perform his or her duties as a Trustee. The vote for removal shall be held at a regular or special meeting of the Board. The Trustee shall be provided with at least thirty (30) days written notice of such meeting, sent by certified U.S. Mail, return receipt requested. Said notice shall state the reasons for removal and the time and place of the meeting. Any vacancy created by removal shall be filled in accordance with Article III, Section 4.

Section 6. Compensation. Trustees shall not receive any salaries for their services, but the Board of Trustees may adopt a travel policy setting forth a per diem allowance or the actual expenses of attendance, if any, for attendance at regular or special meetings of the Board and attendance at Board training and educational events, including, but not limited to, those involving investment managers or other service providers.



## ARTICLE IV

### POWERS AND DUTIES

- Section 1. Administrator. Pursuant to a contract with the Board, the Georgia Municipal Association, Inc. shall serve as Administrator by providing the services the Trustees deem necessary to safeguard the assets of GIRMA and administer GIRMA. Such services shall include serving as attorney-in-fact and performing directly or contracting with outside entities to perform other types of administration for GIRMA, including claims administration, safety engineering and general administration. The Administrator's services shall include, but are not limited to:
- (a) Negotiating and managing contracts with outside agencies and consultants providing services directly to GIRMA;
  - (b) Establishing and maintaining administrative and financial procedures for internal and external use consistent with the policies of the Board of Trustees;
  - (c) In conjunction with the actuary appointed by the Board, establishing contribution rate methodologies for System Funds;
  - (d) Billing for contributions and assessments in accordance with the terms of the Intergovernmental Contract, and in accordance with applicable law and the Board's funding policy;
  - (e) Receiving, depositing, disbursing and accounting for all assets received and expended on behalf of GIRMA, and ensuring that all premiums or contributions received are timely remitted to the depository bank or banks;
  - (f) Establishing the method for rating the risks of individual Members;
  - (g) Providing risk management services including defense and settlement of claims
  - (h) Receiving applications for membership from prospective new members to GIRMA and approving or denying such applications for membership in accordance with such rules or policies as are promulgated by the Board;
  - (i) Keeping a register of the post office address, electronic mail address and/or facsimile number of the designated contact for each Member;
  - (j) Fulfilling any obligations set forth in contractual documents with the Members as obligations of the Administrator;

- (k) In conjunction with the investment manager and the custodian appointed by the Board, assuring that provisions are made for the valuation of assets;
- (l) In conjunction with the investment consultant appointed by the Board and the custodian appointed by the Board, assuring that funds are invested and reinvested in accordance with Board policy and direction;
- (m) Preparing or causing to be prepared annual fiscal reports regarding the operation of GIRMA and all other reports as directed in writing or through official action by the Board of Trustees of the Fund;
- (n) Determining and prorating income from GMEBS investments to the appropriate GIRMA Fund;
- (o) Arranging for the payment of claims due under GIRMA;
- (p) Providing information about GIRMA and offering technical support to the designated contact of the Member as appropriate;
- (q) Providing the Commissioner a copy of the contract with the Administrator and any amendments to the contract to the extent required by law;
- (r) Maintaining a fidelity bond and errors and omissions coverage or other appropriate liability insurance as required by applicable law and Commissioner regulations, and filing evidence of such coverage with the Commissioner to the extent required by law;
- (s) Receiving, reviewing and processing all correspondence submitted to GIRMA;
- (t) Assuring that all GIRMA files and records are maintained and available at all times to the Board;
- (u) Preparing and submitting all documents required to be filed with the Commissioner in accordance with applicable regulations;
- (v) Supporting legal compliance of GIRMA, and where appropriate, notifying the Board of actions taken or recommended in order to maintain compliance;
- (w) Preparing and submitting to the Board, prior to the beginning of each fiscal year, a proposed budget for GIRMA for that fiscal year for review, revision and approval by the Board; and
- (x) Providing such other administrative assistance as may be requested in writing or through official action of the Board and approved by the Administrator.

## Section 2.

Board of Trustees. In addition to its general powers set forth in Article III, the Board of Trustees has the following specific powers and duties:

- (a) To provide general oversight of the operation of GIRMA and its business activities in accordance with these Bylaws, applicable federal and state statutes, and applicable governmental regulations;
- (b) To incur debts, liabilities and obligations;
- (c) To acquire, hold, encumber or dispose of real and personal property;
- (d) To sue or be sued in the name of the GIRMA, and take all measures necessary or desirable in the prosecution or defense of claims;
- (e) To establish and arrange for the administration of such group self-insurance funds as the Board deems advisable;
- (f) To pay authorized losses on behalf of GIRMA Members participating in a fund or funds ;
- (g) To employ legal counsel, accountants and such other professional services as it from time to time shall deem necessary;
- (h) To appoint an investment consultant, actuary, custodian and auditor for GIRMA on an annual basis, and to appoint investment managers as needed;
- (i) To establish an excess loss funding program as the Board deems necessary to protect the interest of the Members and GIRMA;
- (j) To contract for reinsurance with the advice of the Administrator;
- (k) To adopt rules and general policies necessary or appropriate for the efficient operation of GIRMA, which shall be followed by all committees, officers, agents and independent contractors providing services for GIRMA;
- (l) To enter into contracts for services provided directly to GIRMA by entities other than the Administrator;
- (m) To enter into contracts with Georgia Municipal Association, Inc. for serving as Administrator, and for licensing and other services, which may include providing for payment of reasonable institutional value fees;
- (n) To adopt underwriting guidelines that describe the requirements for admission and continued participation of Members;

- (o) To approve proper accounting and reporting procedures so that the Members shall be apprised of the nature of the claims arising within their jurisdiction, the manner in which these claims are being processed, and the impact of the claims upon GIRMA;
- (p) To take all necessary precautions to safeguard the assets of GIRMA, including but not limited to the following:
  - (1) Adopting an annual budget for each fiscal year of GIRMA.
  - (2) Retaining control of all monies collected or disbursed for GIRMA; all funds of any type shall remain in the custody of the Trustees or the custodian appointed by the Board.
  - (3) Having the accounts and records of the GIRMA audited annually or at any time which may be required for any governmental agency to implement any uniform accounting system, and making copies of each year's audits available during that year to each Member, and, to the extent required by law, to the Commissioner;
  - (4) Abiding by all applicable federal and state statutes and administrative regulations.
- (q) To expend GIRMA assets for the purpose of purchasing fiduciary liability and general insurance deemed appropriate by the Trustees;
- (r) To approve dividends. That portion of premium contributions not needed for payment of claims, administrative expenses and/or appropriate reserves may be returned to the Members of GIRMA from time to time, in such amounts and proportions as the Board, in its discretion, may determine is proper, in accordance with applicable law and Commissioner regulations. No surplus accumulations may be returned if such payment will impair the capital stability and/or security of GIRMA. Any participant who withdraws and/or is not in good standing at the time of such distribution may be barred from receiving any portion of the distribution or may be subject to such restrictions as the Board, in its discretion, may impose.
- (s) To establish the method for collection of any assessments of Members, which become necessary to meet any financial deficiency of GIRMA or of any fund;
- (t) To approve revisions to the Intergovernmental Agreement when appropriate or necessary and submit the revisions to the

Membership for approval at a regular or special meeting of the Membership;

- (u) To establish a group self-insurance fund or funds comprised of public monies from contributions of Members in order to pool and jointly self-insure the risks of general liability, motor vehicle liability, property damage, or any combination of such risks.
- (v) To establish a schedule of Member contributions which shall annually produce a sum of money necessary to pay the administrative expenses of GIRMA, to create adequate loss reserves for each fund and to meet any capital or surplus requirements. Each Member’s contribution shall be determined in accordance with the method established by the Board; and
- (w) To perform any other function incident to their office and in keeping with applicable Georgia laws and the regulations of the Commissioner.

**ARTICLE V**

**MEETINGS OF THE BOARD OF TRUSTEES**

Section 1. Regular Meetings. Regular meetings of the Board shall be held at least two (2) times per year.

Section 2. Special Meetings. Special meetings of the Board may be called by the Chairperson and, in his or her absence, by the Vice Chairperson, or upon the request of one-third of the members of the Board. The person or persons authorized to call special meetings of the Board may choose any place and date for the holding of the special meeting called. By unanimous consent of the Trustees, special meetings of the Board may be held without notice at any time and place.

Section 3. Place of Meetings. All in-person meetings shall be held in the State of Georgia. All references to the “place” of a meeting include a virtual place accessed via telecommunications or electronically, and notice of the location of such a virtual place shall include instructions for accessing the meeting.

Section 4. Notices. Notice of any regular or special meeting of the Board of Trustees shall be given at least ten (10) days prior to such meeting by written notice sent by mail, facsimile or electronic mail to each Trustee at the Trustee’s address as shown by the records of the Board. The notice shall state the time, date, and place of the

meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail in a sealed envelope properly addressed, with postage thereon prepaid. Notice given by electronic means, either facsimile or electronic mail, shall be deemed to be delivered when sent. (Any Trustee may waive notice of any meeting. The attendance of any Trustee at any meeting shall constitute a waiver of notice of such meeting, except when a Trustee attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called or convened. The notice of a special meeting shall state the purpose of the meeting. Business to be transacted at a regular meeting need not be specified in the notice or waiver of notice of such meeting, unless specifically required by statute or these Bylaws.

- Section 5. Quorum. A majority of Trustees then in office and present shall constitute a quorum for the transaction of business at any meeting of the Board; but if less than a majority of the Trustees are present at said meeting, a majority of the Trustees present may adjourn the meeting from time to time without further notice. Trustees may participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all Trustees participating may simultaneously hear each other during the meeting. All references to the “place” of a meeting include a virtual place accessed via telecommunications or electronically, and notice of the location of such a virtual place shall include instructions for accessing the meeting. Trustees may vote by proxy for the designating Trustee. Presence by proxy shall be counted for purposes of attendance, quorum and voting.
- Section 6. Manner of Acting. The act of a majority of Trustees present in person, electronically, via telecommunications or by proxy at a meeting at which a quorum is present shall be the act of the Board of Trustees, unless the act of a greater number is required by statute, regulation, or the Bylaws.
- Section 7. Proxies. At any meeting of the Board of Trustees at which a quorum is present, a Trustee entitled to vote may vote by proxy executed in writing (which writing may be electronic) by the Trustee or by his or her duly appointed attorney in fact. Presence by proxy shall be counted for purposes of attendance, quorum and voting.

## ARTICLE VI

### OFFICERS

- Section 1. Officers. The officers of the Board of Trustees shall consist of a Chairperson, Vice Chairperson and Secretary-Treasurer.
- Section 2. Election and Term of Office. At each regular meeting of the Board immediately following July 1, the Board of Trustees shall elect a Chairperson and Vice Chairperson. The Chairperson and Vice Chairperson of the Board may be the elected or appointed officials of a GIRMA Member elected to serve as the Chairperson and Vice Chairperson of the Board of Trustees of the Georgia Municipal Employees Benefit System. A new officer must submit a completed application to the Commissioner. If the Commissioner objects to the appointment, the appointment will be invalidated on a prospective basis and a replacement officer may be elected by a majority of the Trustees of the Board of GIRMA. The replacement officer also must submit a completed application to the Commissioner. An election of the Chairperson or Vice Chairperson shall require the affirmative vote of a majority of the members of the Board. A Trustee may not serve more than two (2) consecutive one-year terms as Chairperson or more than two (2) consecutive one-year terms as Vice Chairperson. The Secretary-Treasurer shall be the Executive Director of the Georgia Municipal Association.
- Section 3. Removal and Resignation. The Chairperson or Vice Chairperson, or both, may be removed by the Board of Trustees whenever in its judgment the best interests of the Board would be served thereby. Resignation of the Chairperson or Vice Chairperson shall be accomplished in writing and shall become effective upon its acceptance by the Chairperson or acting Chairperson at the next regular meeting of the Board.
- Section 4. Vacancies. A vacancy in the office of Chairperson or Vice Chairperson because of death, resignation, removal, disqualification, or otherwise, may be filled for the unexpired portion of the term of office by majority vote of the remaining members the Board of Trustees.
- Section 5. Chairperson. The Chairperson shall be the principal executive officer of the Board and shall in general supervise and control all of the business and affairs of the Board. The Chairperson shall: preside at all meetings of the Membership and the Board of Trustees; call the annual meeting of the GIRMA Membership; call regular and special meetings of the Board of Trustees; appoint an

executive committee and special committees of the Board; serve as an ex-officio member of special committees; and serve as chairperson of the executive committee; and perform such other duties as may be prescribed from time to time by the Board of Trustees or as are consistent with the duties of the office of Chairperson.

Section 6. Vice Chairperson. The Vice Chairperson shall: assist and aid the Chairperson whenever required in carrying out the duties of the Chairperson; preside at all meetings of the Membership of GIRMA and of the Board of Trustees in the absence of the Chairperson; be authorized to act on behalf of the Chairperson in the event of the Chairperson's incapacity or other failure to serve; and perform such other duties as may be assigned by the Chairperson or Board of Trustees from time to time.

Section 7. Secretary-Treasurer. The offices of Secretary and Treasurer shall be combined. The Secretary-Treasurer is delegated the authority to perform, and is responsible to the Board for performing, the following duties either directly or through his or her designee:

- (a) Notifying Members of the time, date and place of annual Membership meetings and soliciting proxies for those unable to attend such meetings, and seeing that all other meeting notices required by these Bylaws or applicable law are duly provided;;
- (b) Notifying Trustees of Board meetings and soliciting proxies for those unable to attend meetings, and seeing that all other meeting notices required by these Bylaws or applicable law are duly provided;
- (c) Keeping a register of the post office address, electronic mail address and/or facsimile number of each member of the Board of Trustees which shall be furnished to the Secretary-Treasurer by such Trustee.
- (d) Performing all the duties consistent with the office of Secretary-Treasurer and such other duties as from time to time may be assigned to him or her by the Chairperson or the Board of Trustees.
- (e) Executing contracts with service providers performing services directly to the Fund (except for contracts with Georgia Municipal Association, Inc.) after such service providers have been approved by the Board;



- (f) Signing all checks, drafts, or orders for the payment of money, notes or other evidences of indebtedness issued in the name of GIRMA, except as otherwise stated by resolution of the Board of Trustees.

**ARTICLE VII**

**BOARD COMMITTEES**

Section 1. Executive Committee. The executive committee shall be comprised of five Trustees, which shall include the Chairperson, Vice-Chairperson, immediate past chairperson and two Trustees appointed by the Chairperson. The Chairperson shall act as the chairperson of the Executive Committee. The Executive Committee shall recommend policies, program operating budgets and act on behalf of the Board in between Board meetings. The Executive Committee shall also nominate qualified individuals for election to the GIRMA Board of Trustees.

Section 2. Special Committee. The authority of a special committee is limited to the charge given the committee by the Chairperson when establishing such committee; however, the designation of such committee and the delegation of authority thereto shall not operate to relieve the Board of Trustees, or any individual Trustee, of any responsibility imposed upon it or upon the Trustee by law. Each special committee appointed shall be deemed to have concluded its work upon reporting back to the Board.

Section 3. Governance. The Notice, Quorum, Manner of Acting, and Proxies sections under Article V “Meetings of the Board of Trustees” shall apply to meetings of Board Committees, except that all references to Trustees in those sections shall be replaced with “Committee Members” and all references to the Board of Trustees shall be replaced with “Board Committee.”

**ARTICLE VIII**

**FISCAL YEAR**

Section 1. GIRMA shall operate on a fiscal year from 12:01 a.m. January 1 to 12:01 a.m. January 1 of each succeeding year. Each fiscal year shall be maintained separately for accounting purposes.

## ARTICLE IX

### MEETINGS OF THE MEMBERSHIP

- Section 1. Annual Meetings. An annual, in-person meeting of the Members shall be held at a time, date and place designated by the Board of Trustees, for the purpose of electing Members to the Board of Trustees, delivering of a statement of the general financial condition of GIRMA and for the transaction of such other business as may come before the meeting. If the election of Trustees shall not be held as designated herein at the annual meeting, or at any adjournment thereof, the Board of Trustees shall cause the election to be held at a special meeting of the members as soon thereafter as is reasonably convenient or by written ballot within a reasonable time thereafter. An oral report on the general financial condition of GIRMA shall be given to Members at each annual meeting. At the same meeting, a written copy of this report shall be made available to Members by the Board chairperson or his or her designee.
- Section 2. Special Meetings. Special, in-person meetings of the Members may be called by the chairperson of the Board of Trustees or by not less than one-fourth (1/4) of the Membership.
- Section 3. Place of Meeting. The Board of Trustees may designate any place within the State of Georgia as the place of meeting for any meeting called by the Board of Trustees.
- Section 4. Notice. Written notice stating the place, date and hour of any meeting of the Membership shall be delivered by mail, electronic mail or facsimile, to each Member entitled to vote at such meeting, not less than ten (10) and no more than ninety (90) days before the date of such meeting, by or at the direction of the Chairperson, or the Secretary-Treasurer, or the officers or persons calling the meeting. In the case of a special meeting or when required by statute or by these Bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member at its address as it appears on the records of GIRMA, with postage thereon prepaid. If notice is given electronically, either by electronic mail or facsimile, such notice shall be deemed to be delivered when sent to the electronic address for the Member as shown by the records of the Board.
- Section 5. Voting. Each Member shall be entitled to one (1) vote on each matter that the Board of Trustees submits to a vote of the

Members. The vote of each Member shall be cast by its designated representative. There is no quorum requirement. Rather, a majority vote of those Members voting in person or by proxy at a meeting shall be required for action on any matter submitted to the Membership. However, except in the case of the election of Trustees, no formal action will be taken based upon any Membership vote without the consent of the Board of Trustees. The Board of Trustees may in its discretion conduct a Membership vote by mail ballot. In such case the mail ballot shall be deemed to be delivered when it is mailed or sent via facsimile or electronic mail in the manner required for provision of meeting notices under Section 4 above. The Board of Trustees shall afford a reasonable period of time for return of mail ballots by Members. There is no quorum requirement. Rather, a majority vote of those Members voting shall be required for action on any matter submitted to the Membership by mail ballot.

Section 6. Proxies. At any meeting of the Members, a Member entitled to vote may vote by proxy executed in writing (which writing may be electronic) by the Member or by its duly authorized representative.

## ARTICLE X

### INVOLUNTARY TERMINATION OF A MEMBERSHIP

Section 1. Reasons. A Member may be involuntarily terminated as a Member of GIRMA in the middle of the year, and not as a result of GIRMA's non-renewal, for:

- (a) Failure to timely pay its contribution, assessment, or otherwise to discharge its financial obligations to GIRMA when due;
- (b) Failure to timely report to the Administrator, or its designee accidents or other incidents which might involve indemnifications from GIRMA or from a fund established by GIRMA;
- (c) Failure to comply with the loss control and written management recommendations of GIRMA or GIRMA's representatives or agents;
- (d) Failure to comply with any requirements contained within a coverage description of a fund in which the Member participates;
- (e) Excessive losses; or

(f) Failure to comply with the law, rules and regulations of the Georgia Insurance Commissioner, or the Intergovernmental Contract establishing GIRMA or these Bylaws.

Section 2.

Method. Termination for failure to pay a contribution or assessment when due, or for failure to otherwise discharge its obligations to a fund or to GIRMA when due shall be accomplished by written notice stating the time the termination will be effective, not less than fifteen (15) days from the date of notice, to be delivered in person or by depositing such notice in the U.S. Mail by at least first class mail to the last address of record of the Member, and receiving the receipt provided by the United States Postal Service for such deposit. Such notice may or may not be accompanied by a tender of the unearned premium paid by the Member, calculated on a pro rata basis. If such tender is not made simultaneously with such notice, it shall be made within fifteen (15) days of notice of termination, unless an audit or rate investigation is required, in which case such tender shall be made as soon as practicable.

Involuntary termination for any other cause shall require forty-five (45) days advance written notice.

The Commissioner of Insurance of the State of Georgia shall be furnished a copy of any termination notice forwarded to a Member.

Section 3.

Data. GIRMA will provide any terminated Member the data reasonably necessary for transition to a replacement insurer.

Section 4.

Reinstatement. Reinstatement shall be upon such terms as the Board may impose.

## ARTICLE XI

### **TERMINATION OF GIRMA OR GIRMA FUNDS**

Section 1.

GIRMA shall cease its activities upon affirmative vote of not less than two thirds (2/3) of the Board requiring such cessation, with advance approval of the Commissioner if required by law.. The Board may also terminate the existence of any fund or funds it has established by a majority vote of the Board, with advance approval of the Commissioner if required by law. To the extent of money remaining in a terminated fund, however, GIRMA shall continue to pay Members' claims and losses incurred prior to the date of a Fund's termination until the money in the terminated fund is exhausted. In the event that revenues remain in a terminated fund

after payment of all claims, losses and other expenses, the Board may determine the method for calculating refunds to those Members who were Members at the time the fund ceased its activities. The Board shall determine the method that shall be used for the sale and distribution of proceeds in the event that there should be any property, real or personal, belonging to GIRMA at its termination. In the event of GIRMA's termination, the Board shall continue to meet for such period of time and with such frequency as may be necessary to wind down the affairs of GIRMA. The Board shall be authorized to sell, transfer or otherwise assign the processing and payment of claims to a third party in the event of termination of GIRMA or in the event of termination of a fund.

Section 2. The Commissioner may terminate GIRMA or any of its Funds only in accordance with applicable law, and subject to GIRMA's rights under applicable law.

**ARTICLE XII**

**WAIVER OF NOTICE**

Section 1. Whenever any notice is required to be given under the provisions of these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

**ARTICLE XIII**

**AMENDMENTS**

Section 1. The Board of Trustees shall have power to make, amend and to repeal the Bylaws by an affirmative two-thirds majority vote of the Board of Trustees at any regular or special meeting of the Board.

Section 2. Any amendment to the Intergovernmental Contract must be approved by a majority of the Members voting at a meeting of the Membership.

**ARTICLE XIV**

**PARLIAMENTARY AUTHORITY**

Section 1. To govern processes and relationships within the organization in

cases not provided for in statute or Bylaws, the current edition of Robert's Rules of Order shall be used. However, by resolution, the Board may determine to follow instead any set of Rules of Order determined by the Administrator's General Counsel or by the Board's separate legal counsel to be appropriate.

**A RESOLUTION AUTHORIZING MEMBERSHIP IN THE  
GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY**

WHEREAS, Article 9, Section 3, Paragraph 1 of the Constitution of Georgia authorizes municipalities and other political subdivisions to contract with each other for activities which the contracting parties are authorized by law to undertake; and,

WHEREAS, Chapter 85 of Title 36 of the Official Code of Georgia Annotated authorizes public entity to execute intergovernmental contracts to form and become members of an interlocal risk management agency for the purpose of sharing liability, motor vehicle and property damage risks in whole or in part with those of other public entities; and,

WHEREAS, municipalities within Georgia have found it increasingly difficult to obtain commercial insurance protection, and have found the costs of such protection often exceeds the ability of a public entity to pay; and,

WHEREAS, public entities in Georgia need a stable method for managing their risks to avoid the unpredictable and cyclical nature of the commercial insurance market; and,

WHEREAS, many Georgia public entities do not have sufficient resources to self-insure their risks on an individual basis; and,

WHEREAS, the Georgia Municipal Association has studied the possibility of creating an intergovernmental risk management agency so that Georgia public entities may self-insure their risks and has concluded that such an agency is economically feasible; and,

WHEREAS, the Public Entity of \_\_\_\_\_ is desirous of becoming a Member of the Georgia Interlocal Risk Management Agency (hereafter GIRMA), an interlocal risk management agency formed pursuant to Chapter 85 of Title 36 of the Official Code of Georgia Annotated; and,

WHEREAS, the governing authority of the Public Entity of \_\_\_\_\_ has reviewed the intergovernmental contract and the bylaws of GIRMA and finds that the goals of GIRMA and the obligations imposed upon this public entity are in accordance with the philosophy and public policy objectives of this community; and;

WHEREAS, the governing authority of the Public Entity of \_\_\_\_\_ finds that it is in the best interest of its citizens to become a member of GIRMA,

NOW, THEREFORE BE IT RESOLVED by the Public Officials of the Public Entity \_\_\_\_\_, Georgia:

- Section 1: That the (insert title of Chief Officer) \_\_\_\_\_ of the Public Entity \_\_\_\_\_ is authorized to execute on behalf of the Public Entity the intergovernmental contract to become a Member of GIRMA. A copy of the contract and bylaws of GIRMA are attached to and made part of this resolution as Appendix 1.
- Section 2: The powers of GIRMA, unless the contract and bylaws are amended, shall be limited to those contained in the documents attached as Appendix 1, those authorized by Chapter 85 of Title 36 of the Official Code of Georgia Annotated and the rules and regulations of the Insurance Commissioner of the State of Georgia.
- Section 3: The commencement of operations and the continuing operations of GIRMA and the obligation of this Public Entity to fully participate in such operations shall be effectuated in accordance with the contract and bylaws.
- Section 4: The (insert title of designated person) \_\_\_\_\_ is designated as the Public Entity's representative to GIRMA. The Public Entity may change its representative by informing GIRMA of the change in writing.
- Section 5: This resolution shall be effective upon its passage and approval.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_ of 20\_\_\_\_\_.

\_\_\_\_\_  
(Name of Public Entity)

## STATEMENT OF ISSUES

Due to recent changes in the terms of liability insurance coverage, whether your insurance company changes, you must consider the issues discussed in this document.

Please sign that you have read this document. This must be returned with your intergovernmental Contract and Resolution. These considerations will hold true whenever you change any liability coverage that was written on a claims-made basis.

If you have any questions concerning these issues, please feel free to call Lindsey Albright at Willis Insurance Services of Georgia at 404-224-5044 or 800-332-1383, or Stan Deese at the Georgia Municipal Association at 678-686-6221.

### **EXTENDED REPORTING ENDORSEMENT (ERP)**

A claims-made policy will generally allow an insured to purchase an ERP endorsement if the policy is cancelled or non-renewed. The endorsement allows the insured to continue reporting claims that happened during the policy but of which the insured was unaware of when the policy was cancelled or expired. The cost of this endorsement is anywhere from 25% to 200% of the expiring premium. Anytime an insured changes from one claims-made policy to another, or changes from claims-made to occurrence coverage, the insured **SHOULD** discuss the need for this coverage with the agent who provided the expiring claims-made policy. Not all insureds require this coverage, but each one should carefully consider their needs before deciding to purchase or not purchase this protection.

### **PRIOR ACTS COVERAGE**

Prior Acts is the reverse of Extended Reporting Coverage. Some companies will write an occurrence or claims-made policy which covers claims that occur prior to the effective date of coverage and of which the insured had no knowledge. When canceling or non-renewing claims-made coverage, the former carrier must provide ERP or the subsequent carrier must provide Prior Acts coverage to ensure that a gap does not exist. Prior Acts coverage is difficult to obtain, so the general rule is to purchase ERP if you are concerned about the exposure.

Again, we want to point out the importance of discussing ERP with the agent who provided the expiring claims-made policy.

Name \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_