

# Memo

To: City Commission  
From: Toby Dougherty, City Manager  
Date: 6-6-16  
Re: June 16, 2016 Work Session

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Please find the attached agenda and supporting documentation for the June 16, 2016 Work Session.

Item 2 – Commercial Insurance Renewal – 2016/2017

Please refer to the attached memorandum from Kim Rupp, Director of Finance, regarding the 2016/2017 insurance renewal. The City's risk management broker, Arthur J. Gallagher, solicited proposals for the City's commercial insurance program. Gallagher received only one response to the request for proposals; however, the response was from the City's current insurance provider at a relatively nominal increase. Kim Rupp, as well as a representative of Arthur J. Gallagher, will be at the work session to discuss the program in more detail.

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**CITY OF HAYS  
CITY COMMISSION WORK SESSION  
THURSDAY, JUNE 16, 2016 – 6:30 P.M.  
AGENDA**

- 1. ITEM FOR REVIEW: [June 2, 2016 Work Session Notes \(PAGE 1\)](#)**  
DEPARTMENT HEAD RESPONSIBLE: Kim Rupp, Director of Finance
- 2. ITEM FOR REVIEW: [Commercial Insurance Renewal – 2016/2017 \(PAGE 3\)](#)**  
DEPARTMENT HEAD RESPONSIBLE: Kim Rupp, Director of Finance
- 3. OTHER ITEMS FOR DISCUSSION**
- 4. EXECUTIVE SESSION (IF REQUIRED)**
- 5. ADJOURNMENT**

**ANY PERSON WITH A DISABILITY NEEDING SPECIAL ACCOMMODATIONS TO ATTEND THIS MEETING SHOULD CONTACT THE CITY MANAGER'S OFFICE 48 HOURS PRIOR TO THE SCHEDULED MEETING TIME. EVERY ATTEMPT WILL BE MADE TO ACCOMMODATE ANY REQUESTS FOR ASSISTANCE.**



City of Hays  
City Commission  
Work Session Notes  
Thursday, June 2, 2016 – 6:30 p.m.

Present: Eber Phelps, Shaun Musil, James Meier, Henry Schwaller IV, Lance Jones, John Bird, Toby Dougherty and Kim Rupp

**May 19, 2016 Work Session Notes**

There were no corrections or additions to the minutes of the work session held on May 19, 2016; the minutes stand approved as presented.

**2017 Budget Presentations – Outside Agencies**

The following agencies presented requests for Outside Agency funding in the 2017 Budget:

Ellis County Coalition for Economic Development

Aaron White \$87,550

Commissioner Schwaller recused himself from the budget presentation/discussion regarding funding for Fort Hays State University because he is an employee of the University.

Fort Hays State University

Dr. Joey Linn \$125,000

Wild West Festival

Bob Swift, Joleene Younger, and Tom Meiers \$9,500

CARE Council – Social Services/Special Alcohol Tax

Nikki Mihm and Sherry Dryden \$164,000

Downtown Hays Development Corp.

Sara Bloom and Sandy Jacobs \$53,655

Ellis County Historical Society

Lee Dobratz and Wilbur Pfeifer \$23,000

Hays Arts Council, Inc.

Brenda Meder and Mike Morley

\$12,000

**TOTAL**

**\$474,705**

Note: A budget request was submitted for Alcohol Tax Funds in the amount of \$60,000; this request is not part of the Social Services, Economic Development or Quality of Life budgets.

The requests will be considered and voted upon during the budget process this summer.

**Other Items for Discussion**

Commissioner Jones thanked the organizations for their presentations and stated he appreciates all of the work volunteers do to make Hays what it is.

The work session was adjourned at 7:39 p.m.

Submitted by: \_\_\_\_\_

Brenda Kitchen – City Clerk

# Commission Work Session Agenda

## Memo

**From:** Kim Rupp, Director of Finance

**Work Session:** June 16, 2016

**Subject:** Commercial Insurance Renewal 2016/2017

**Person(s) Responsible:** Kim Rupp, Director of Finance  
Christina Pyle, Arthur J Gallagher & Co

### Summary

The City's Commercial Insurance Policy with BRIT Insurance will expire on 7/1/16. Arthur J. Gallagher provides for critical insurance oversight for the City as the Insurance Broker. Requested package quotes from seven carriers by Arthur J. Gallagher resulted in only one responsive and responsible bid from the incumbent in the amount of \$196,220. The outcome translates into a 4.9% increase or \$9,197 more than the prior period. City staff recommends pursuing the 2016/2017 Commercial Insurance renewal with the incumbent insurance companies State National Insurance Co (BRIT), Hartford, Old Republic, Hanover, and BCS as per the expiring policies.

### Background

Each year City staff and its Insurance Broker complete the task of reviewing and preparing for the renewal of the Commercial Insurance package. Below is a chart showing the history of premiums on this package the last five years.

	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017
Annual Premiums	\$191,552 -5.24%	\$196,523 +2.6%	\$189,661 -3.5%	\$187,023 -1.4%	\$196,220 +4.9%

The package this year includes the following categories. For further detail please refer to the attached definitions page.

- *Commercial Property*
- *Inland Marine/Scheduled Equipment*
- *Equipment Breakdown*
- *Crime*
- *General Liability*
- *Public Entity Management Liability*
- *Law Enforcement Liability*
- *Employment Practices Liability*
- *Airport Liability*
- *Commercial Auto*
- *Umbrella*
- *Public Entity Cyber Liability*

## **Discussion**

Arthur J. Gallagher has negotiated extremely competitive renewal pricing from BRIT the last two years and has kept rates flat with some lines of coverage experiencing rate decreases. Due to a few challenging claims along with an increase in exposures, some of the lines of coverage have experienced a premium increase while other lines of coverage received a premium decrease.

Gallagher approached six additional markets to provide a quote, all of which declined as they were not able to compete with BRIT's pricing and deductible structure. The following markets were approached: Travelers, Allied World Assurance, Trident, Wright Insurance Group, OneBeacon Insurance Co, and Euclid Insurance Services. We only received one bid on the insurance because all of the markets that were approached could not compete with Brit's pricing. If they couldn't compete on the pricing, then they were asked to close their files as the City would not select an option that was priced higher than the current program.

The two lines of coverage that are still experiencing rate increases in the current insurance marketplace are Auto Liability/Physical Damage and Cyber Liability. This is due to an uptick in claims activity.

The Broker also informed us that there is limited competition among insurers in the state at the city's current rate and deductible levels, which are very competitive. Based on today's market, this is a very competitive renewal.

The following is a breakdown of the various lines of coverage in the City's insurance program.

### **Property and Scheduled Equipment**

Exposures for buildings increased 1% over the prior year. The Auto count increased by 3% and the equipment values stayed flat. The premium increase is mostly driven by the increase in values and auto count. No changes in terms/conditions.

### **Equipment Breakdown**

The premium increased slightly by 1% to account for the 1% increase in building values. No changes in terms/conditions.

### **Crime**

No changes in terms/conditions or premium.

### **General Liability**

No change in terms/conditions.

### **Public Entity Management Liability**

No change in terms/conditions.

### **Law Enforcement Liability**

Class A employees (police officers, etc.) increased by 6%. No change in terms/conditions.

**Employment Related Practices**

No change in terms/conditions.

**Airport Liability**

Last year Arthur J. Gallagher negotiated a 32% reduction which equates to \$1,212 in premium savings. For the 2016 insurance renewal, Arthur J. Gallagher negotiated an additional 15% reduction which equates to \$395 in premium savings.

**Commercial Auto**

No change in terms/conditions. Premium increased slightly due to an increase in auto count and the current insurance marketplace.

**Umbrella**

No change in terms/conditions. Premium increased slightly to account for underlying exposure increases (auto, law enforcement liability, etc.).

**Public Entity Cyber Liability**

Arthur J. Gallagher moved this coverage from AIG to BCS Insurance Company for the renewal. Arthur J. Gallagher has a program through BCS that provides very competitive rates and broad coverage. Gallagher negotiated a 34% reduction which equates to \$5,057 in premium savings. This is one area of the insurance market where increases are common due to the large amount of data breaches that occur every day. Such a large reduction is very notable in this marketplace.

**Legal Consideration**

There are no known legal obstacles to proceeding as recommended by City staff.

**Financial Consideration**

**Current Program:**

The renewal for 2016/2017 amounts to \$196,220, an increase of \$9,197 as compared to last year.

Line of Coverage	2015/2016 Expiring	2016/2017 Renewal	% Change
Property, General Liability, Law Enforcement, Public Officials, Employment Practices Liability	\$116,103	\$125,396	8%
Automobile Liability and Auto Physical Damage	\$39,099	\$43,705	12%
Excess Liability	\$8,050	\$8,751	9%
Boiler & Machinery	\$4,446	\$4,495	1%
Airport Liability	\$2,633	\$2,238	-15%
Cyber Liability - \$2M	\$14,852	\$9,795	-34%
Crime	\$1,840	\$1,840	0%
<b>Totals</b>	<b>\$187,023</b>	<b>\$196,220</b>	<b>5%</b>

**Options**

The City Commission has the following options:

- Renew the policy with BRIT, Hartford, Old Republic, Hanover and BCS Insurance Companies as per expiring.
- Provide staff with further guidance.

### **Recommendation**

City Administration recommends renewing the 2016/2017 Commercial Insurance renewal with the incumbent insurers for \$196,220.

### **Action Requested**

Authorize the City Manager to renew the 2016/2017 insurance coverages with the incumbent insurers for \$196,220 to be funded from the Intergovernmental Insurance and Surety line item.

### **Supporting Documentation**

Commercial Insurance categorical definitions  
Insurance Proposal as prepared by Arthur J Gallagher & Co

## Commercial Insurance package categorical definitions

**Commercial Property:** Provides coverage for permanent structures and the contents of those structures. It can also provide business interruption coverage and loss of rents coverage.

**Inland Marine:** This is also referred to as scheduled equipment and provides physical damage coverage for items not meeting the definition of commercial property or automobiles: Example - road graders, backhoes, lights, tornado sirens, police equipment etc.

**Equipment Breakdown:** Coverage for loss due to mechanical or electrical breakdown of nearly any type of equipment. Coverage applies to the cost to repair or replace the equipment and any other property damaged by the equipment breakdown. Equipment breakdown insurance is increasingly replacing traditional boiler and machinery (BM) insurance, in part simply because the title is more descriptive of the coverage provided. Also, today's equipment breakdown policies typically provide slightly broader coverage than traditional BM policies, and they usually do not use the specialized terminology found in traditional BM policies

**Crime:** Provides coverage for employee dishonesty, forgery & alteration, money & securities, computer fraud and funds transfer.

**General Liability:** Provides coverage to all of the public entity premises and operations within the coverage territory, unless specifically excluded, for third party bodily injury and property damage.

**Public Entity Management Liability:** Provides coverage for loss that results from the conduct of duties by or for a public entity and is caused by a wrongful act. Wrongful act means an error or omission. It includes defense for claims or suits alleging criminal, malicious, dishonest or fraudulent conduct until determinations or admission of such conduct in a legal proceeding.

**Law Enforcement Liability:** Provides coverage for bodily injury, personal injury or property damage that results from law enforcement activities or operations and is caused by a wrongful act while conducting those activities or operations.

**Employment Practices Liability:** Provides coverage for wrongful employment practice offenses committed by an insured against your employees and independent contractors including: employment discrimination, wrongful employment termination, employment-related harassment, retaliatory action against employees, wrongful, excessive or unfair discipline, wrongful hiring, supervision, demotion or failure to promote, employment-related misrepresentation, defamation, libel, slander disparagement or invasion of privacy.

***Airport Liability:*** Provides coverage for bodily injury and property damage resulting from the premises and operations of the airport. This coverage is excluded under the general liability so coverage is provided by a separate general liability specifically for airports.

***Commercial Auto:*** Provides bodily injury and property damage liability for any auto claim. In addition physical damage is provided for scheduled autos at actual cash value and hired autos physical damage limited to \$50,000.

***Umbrella:*** Provides additional limits of liability for general liability, automobile liability, law enforcement liability, employment related practices, cyber liability and public entity management liability. This coverage is important in the event the suit is brought in court outside the State of Kansas and the city does not have benefit of the immunity granted by the Kansas Torts Claims Act.

***Public Entity Cyber Liability:*** Provides communications, media, network and information security liability coverage.

## City of Hays, KS

1507 Main Street  
Hays, KS 67601

# Proposal of Insurance

Commercial Package, Airport Liability, Crime, Cyber  
Liability, Boiler & Machinery

Presented: June 1, 2016

Effective: July 1, 2016

PUBLIC SECTOR PRACTICE



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**Our Team and Commitment**

# City of Hays, KS

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## Service Team

**Christina Pyle** has primary service responsibility for your company. We operate using a team approach. Your Service Team consists of:

NAME / TITLE	PHONE / ALT. PHONE	EMAIL	ROLE
<b>Christina Pyle</b> Producer	816-395-8541 816-421-7788	Christina_Pyle@ajg.com	Overall account oversight and service delivery
<b>Jessica Govic</b> Area Senior Vice President	630-285-4323	Jessica_Govic@ajg.com	Program design and insurer negotiation, service delivery
<b>Nikki Edwards, CISR</b> Client Service Manager	630-694-5437	Nikki_Edwards@ajg.com	Marketing, invoicing certificates, and endorsement backup for Kansas City
<b>Deborah Crist</b> Client Service Manager	816-395-8571	Deborah_Crist@AJG.com	Certificates and endorsements
<b>Greg Bradley</b> Claims Consultant	816-395-8632 816-421-7788	Greg_Bradley@AJG.com	Workers Compensation Claim Specialist

**Arthur J. Gallagher Risk Management Services, Inc.**  
Main Office Phone Number: **(630) 773-3800**

## Service Commitment

### Account Service

At Arthur J. Gallagher & Co., we strive for long-term relationships. Insurance relationships begin with solid, cost effective insurance programs, but endure because of excellent service. We will address the day-to-day needs of your organization in a timely manner, and by being proactive regarding your insurance program throughout each insurance term and market cycle. In these ways, we can address your changing insurance needs.

### Renewals

At each renewal, we will meet with you to establish a renewal game plan, determining how many markets should be approached, how pricing is in the insurance marketplace, and what specific needs must be addressed. We will then approach markets we feel will present the best alternatives, and present each alternative at renewal as an option, even if we still feel the incumbent program is strongest. We will demonstrate how we have created competition within the marketplace to ensure that you receive the best renewal terms.

We make ourselves accountable by working with you to develop a written service schedule that meets your needs. You can track our service by referring to our written service commitment. Service becomes especially important as you continue to change and prosper.

As a top national broker, we have access to over 150 insurance companies and wholesalers. This maximizes your insurance options in any given policy year situation. In addition, the relationships we have cultivated with our markets are excellent. Our integrity and influence in the marketplace gives us an edge over other brokers. These factors are especially important to consider as the insurance needs of you organization become more complex, requiring more sophisticated solutions.

During the policy year, Arthur J. Gallagher & Co. will strive to provide the following service standards:

### Premium Allocations

We will provide premium breakdown by department, if requested.

# City of Hays, KS

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## **Service Commitment (Cont.)**

### **Automobile Identification Cards**

ID cards will be issued upon binding of coverage.

### **Phone Calls**

Phone calls will be returned within one working day of receipt.

### **Certificates of Insurance**

Certificates of Insurance will be issued within one working day of receipt.

## Our Service Commitment

Our clients repeatedly tell us the most important thing that we can do as their broker is to protect their assets while providing a comprehensive and tailored insurance program with the most competitive terms. We also know that a critical component of every customer experience is receiving an accurate and timely response to their day to day business needs and challenges.

*At Arthur J. Gallagher and Co. our goal is to provide every client with an exceptional insurance and risk management program delivered by a world-class service organization.*

We're on a journey to set a new standard for service within our industry – utilizing innovative technology and tools that create value for our clients, and raising the bar beyond expectations. The result is consistent and predictable service for our clients – with the highest quality at every interaction.



For the client, words and pledges only go so far. In order to deliver on our promise, Gallagher is committed to partnering with our clients to ensure we consistently deliver the highest quality service possible:

- **Clients get what they need, when they need it** – as a result of managing our work more effectively, your needs and requests are addressed promptly and professionally at all times
- **Our service team is able to focus on you**, and the solutions needed to support your unique business needs
- **We proactively manage your renewal cycle**, delivering a predictable timeline that creates time for thorough decision-making
- **You play a role in this too** – we're asking for more information ahead, so that you receive the best outcome, every time

**Your Program**

# City of Hays, KS

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## Named Insured

LINE OF COVERAGE	NAMED INSURED
All Lines of Coverage included in this proposal	CITY OF HAYS, KS

**Note:** Any entity not named in this proposal may not be an insured entity. This may include partnerships and joint ventures.

# City of Hays, KS

## Marketplace Review

We approached the following carriers in an effort to provide the most comprehensive and cost effective insurance program.

INSURANCE COMPANY	LINE OF COVERAGE	RESPONSE	PREMIUM
State National Insurance Company, Inc.	Brit Package	Recommended Quote	\$177,852
The Travelers Companies, Inc.	Package	Declined to Quote - Adverse Claims Experience	
Allied World Assurance Group	Package	Declined to Quote - No Market for this Type of Business	
Trident Insurance Services, LLC	Package	Declined to Quote - No Market for this Type of Business	
Wright Insurance Group LLC	Package	Declined to Quote - No Market for this Type of Business	
OneBeacon Insurance Company	Package	Declined to Quote - No Market for this Type of Business	
Euclid Insurance Services, Inc.	Package	Declined to Quote - No Market for this Type of Business	
Hartford Steam Boiler Inspection & Insurance Co.	Equipment Breakdown	Recommended Quote	\$4,495
Old Republic Insurance Company	Aviation	Recommended Quote	\$2,238
Hanover Insurance Company	Crime	Recommended Quote	\$1,840
BCS Insurance Company	Cyber Liability - \$2M limit	Recommended Quote	\$9,795
BCS Insurance Company	Cyber Liability - \$3M limit	Recommended Quote	\$11,301
AIG	Cyber Liability	Optional Quote	\$14,852

# City of Hays, KS

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## Location Schedule

LINE OF COVERAGE	LOC # / BLDG #	LOCATION ADDRESS	BUILDING DESCRIPTION
Brit Package	1/1	1507 Main Street Hays, KS 67601	City Offices
	2/1	East Highway 40 Hays, KS 67601	Parks Office & Shop
	2/2	East Highway 40 Hays, KS 67601	Stremel Park
	3/1	10th & Vine Hays, KS 67601	Speier Park
	3/2	10th & Vine Hays, KS 67601	Water Softening Plant
	3/3	10th & Vine Hays, KS 67601	Parking Garage
	4/1	1450 Golf Course Road Hays, KS 67601	Golf Cart Sheds
	5/1	17th & Harvest Hays, KS 67601	Shelter House
	6/1	1002 Vine Hays, KS 67601	
Cyber Liability, Umbrella, Business Auto, Underground Storage Tank Liability	1/1	1507 Main Street Hays, KS 67601	

# City of Hays, KS

## Program Details

**Coverage:** Brit Package  
**Carrier:** State National Insurance Company, Inc  
**Policy Period:** 1/7/2016 to 1/7/2017

### Form Type:

COVERAGE	FORM TYPE
General Liability	Occurrence
Law Enforcement Liability	Occurrence
Public Officials Liability	Claims Made
Employment Practices Liability	Claims Made

### Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
Property, equipment breakdown, inland marine and crime:		-
- Buildings and Personal Property Total Insured Values	Limit	\$46,365,618
Contractor's Equipment	Limit	\$3,332,446
Contractor's Equipment - Unscheduled	Limit	\$350,000
- Maximum per any one item	Limit	\$2,500
Special Property - Traffic signals, warning sirens/airport lights & lighting systems	Limit	\$4,250,697
Special Property - Fences & Pedestrian Bridges	Limit	\$934,897
General Liability:		-
Bodily Injury and Property Damage	Limit	\$500,000
Personal and Advertising Injury	Limit	\$500,000
Employee Benefits Injury	Limit	\$500,000
Specific Perils - Damage to Premises Rented to You	Limit	\$500,000
Medical Payments	Limit	\$5,000
General Aggregate	Limit	\$2,000,000
Products-Completed Operations Aggregate	Limit	\$2,000,000
Sexual Molestation:		-
- Per Occurrence	Limit	\$250,000
- Annual Aggregate	Limit	\$500,000
Failure to Supply - Utility Operations (other than sudden & accidental)	Limit	\$500,000
Law Enforcement Liability:		-
Each Person	Limit	\$1,000,000
Each Wrongful Act	Limit	\$1,000,000
Annual Aggregate	Limit	\$2,000,000
Line of Duty Death Benefit (not available in Illinois) - Per Officer	Limit	\$50,000

# City of Hays, KS

## Program Details (Cont.)

### Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
Line of Duty Death Benefit (not available in Illinois) - Per Policy Period	Limit	\$100,000
Non-Monetary Defense - Per Claim	Limit	\$10,000
Non-Monetary Defense - Per Policy Period	Limit	\$50,000
Public Officials Liability:		-
Each Wrongful Act	Limit	\$1,000,000
Annual Aggregate	Limit	\$2,000,000
Key Individual Replacement Expenses - Per Claim	Limit	\$25,000
Terrorist Travel Reimbursement - Per Policy Period	Limit	\$5,000
Identity Theft Protection - Per Claim	Limit	\$5,000
Employment Practices Liability:		-
Each Wrongful Act	Limit	\$1,000,000
Annual Aggregate	Limit	\$1,000,000
Non-Monetary Defense - Per Claim	Limit	\$10,000
Non-Monetary Defense - Per Policy Period	Limit	\$50,000
Workplace Violence Counseling - Per Policy Period	Limit	\$5,000
Back-Wages - No Prior Acts Applies	Limit	\$10,000

### Deductibles:

COVERAGE	AMOUNT
Property, equipment breakdown, inland marine and crime:	-
- Buildings and Personal Property Total Insured Values	\$10,000
Automobile Liability	\$2,500
Umbrella Liability, Follow Form Excess Coverage A / Coverage B umbrella	\$10,000
Property Coverage, including inland marine:	-
Pump and Lift Stations	\$10,000
Contractor's Equipment	\$2,500
Contractor's Equipment - Unscheduled	\$2,500
Special Property - Traffic signals, warning sirens/airport lights & lighting systems	\$2,500
Special Property - Fences & Pedestrian Bridges	\$2,500
Property Coverage, including inland marine: Additional Coverages:	-
Employee Dishonesty	\$250
Contractors' Equipment- Non-Owned - Per Item and Per Occurrence	\$2,500

# City of Hays, KS

## Program Details (Cont.)

### Deductibles:

COVERAGE	AMOUNT
Emergency Portable Equipment – schedule required for limits above basic	\$2,500
Emergency Portable Equipment – Guns, Tazers, Cameras, Radios, Etc	\$2,500
Lock Replacement	\$50
Personal Computers, Communication Equipment, EDP Equipment, Electronic Data or Media – Per Occurrence and Away from Premises	\$2,500
General Liability:	-
Bodily Injury and Property Damage	\$5,000
Personal and Advertising Injury	Included
Specific Perils - Damage to Premises Rented to You	Included
Medical Payments	Included
General Aggregate	Included
Products-Completed Operations Aggregate	Included
Sexual Molestation - Per Occurrence	Included
Sexual Molestation - Annual Aggregate	Included
Law Enforcement Liability:	-
Each Person	\$5,000
Each Wrongful Act	Included
Annual Aggregate	Included
Non-Monetary Defense - Per Claim	Included
Non-Monetary Defense - Per Policy Period	Included
Public Officials Liability:	-
Each Wrongful Act	\$10,000
Annual Aggregate	Included
Key Individual Replacement Expenses	Included
Terrorist Travel Reimbursement	Included
Identity Theft Protection	Included
Employment Practices Liability:	-
Each Wrongful Act	\$25,000
Annual Aggregate	Included
Non-Monetary Defense - Per Claim	Included
Non-Monetary Defense - Per Policy Period	Included
Back-Wages - No Prior Acts Applies - Per Claim	\$5,000

# City of Hays, KS

## Program Details (Cont.)

### Claims Made Coverage:

Should you elect to change carriers (if a new retroactive date is provided) or non-renew this policy, a supplemental extended reporting endorsement may be available subject to policy terms and conditions. You must request the extended reporting period in writing to the carrier within ([Days To Extend]) days of the expiration date. The cost of this extended reporting period is [Percent Cost]% of the annual premium and is fully earned. The extended reporting period extends only to those claims made during the extended reporting period for wrongful acts that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within ([Days To Report]) days of the end of the policy period. The extended reporting period does not increase the limits of liability and is subject to all policy terms, conditions and exclusions.

### Definition of Claim:

DESCRIPTION
Refer to attached policy form

### Extended Reporting Period (ERP) Options\*:

DESCRIPTION	PREMIUM AMOUNT	PREMIUM DUE DATE	LENGTH	% OF EXPIRING PREMIUM
Refer to attached policy form	--	--		--

\*If ERP coverage is desired, then that request must be in writing to the carrier.

### Additional Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
Property Coverage, including inland marine: Additional Coverages:		
Automated External Defibrillator	Limit	\$5,000
Collapse	Limit	Limit Extended
Commandeered Property of Others (Other than Automobiles)	Limit	\$250,000
Crime Reward – Excluding Arson	Limit	\$25,000
Debris Removal of Covered Property	Limit	25% of loss + \$25,000 Per Location
Emergency Evacuation Expense	Limit	\$25,000
Emergency Real Estate Consulting Fee	Limit	\$5,000
Employee Dishonesty	Limit	\$50,000
Exterior Building Glass	Limit	Included
Fire Department Service Charge	Limit	\$25,000
“Fungus”, Wet Rot, Dry Rot and Bacteria – Limited Coverage	Limit	\$15,000
Inventory and Appraisal Cost for Claim Preparation	Limit	\$10,000
Lease Cancellation Moving Expenses	Limit	\$2,500
Money and Securities	Limit	\$25,000

# City of Hays, KS

## Program Details (Cont.)

### Additional Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
Pollutant Clean Up and Removal	Limit	\$25,000
Preservation of Property	Limit	Included
State Forest Fire Expense	Limit	\$25,000
Temporary Meeting Space	Limit	\$1,000
Water Damage, Other Liquid, Powder or Molten Material Damage	Limit	Included
Coverage Extensions:		
Accounts Receivable - Per Occurrence on premises	Limit	\$250,000
Accounts Receivable - off premises	Limit	\$50,000
Animals and Canines - Per Animal	Limit	\$1,500
Animals and Canines - Per Occurrence	Limit	\$10,000
Appurtenant Buildings or Structures	Limit	\$10,000
Arson Reward	Limit	\$25,000
Building Ordinance or Law Coverage		
- Coverage A (Undamaged)	Limit	Included
- Coverage B (Demolition) and Coverage C (Increased Cost of Construction)	Limit	\$350,000
Business Income	Limit	\$100,000
Extra Expense	Limit	\$1,025,000
Business Income - Loss of Tax Revenue	Limit	\$100,000
Change in Temperature, Electrical Damage and Off-Premises Utility Services - Direct Damage	Limit	\$50,000
Communication Towers	Limit	\$100,000
Contractors' Equipment- Non-Owned - Per Item	Limit	\$500,000
Contractors' Equipment- Non-Owned - Per Occurrence Limit	Limit	\$500,000
Emergency Portable Equipment – schedule required for limits above basic limit	Limit	\$215,418
Emergency Portable Equipment – Guns, Tazers, Cameras, Radios, Etc.	Limit	\$490,000
Employees' Tools – Per Employee	Limit	\$500
Employees' Tools - Per Occurrence Limit	Limit	\$1,500
Fair or Exhibitions	Limit	\$50,000
Fine Arts – Per Item	Limit	\$5,000
Fine Arts – Per Occurrence Limit	Limit	\$100,000
Fire Equipment Recharge	Limit	\$25,000
Footbridges and Appurtenant Structures	Limit	\$25,000
Foundations of Machinery, Swimming Pools and Underground Pipes	Limit	Limit Extended
Golf Course Greens – Limited Perils	Limit	\$100,000

# City of Hays, KS

## Program Details (Cont.)

### Additional Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
Lock Replacement	Limit	\$25,000
Newly Acquired or Constructed Property – Each Building Limit	Limit	\$1,000,000
Newly Acquired or Constructed Property - Contents Limit	Limit	\$500,000
Non-owned Detached Trailers	Limit	\$5,000
Outdoor Property	Limit	\$25,000
Paved Surfaces	Limit	\$100,000
Personal Computers, Communication Equipment, EDP Equipment, Electronic Data or Media - Per Occurrence	Limit	\$652,826
Personal Computers, Communication Equipment, EDP Equipment, Electronic Data or Media - Away from Premises	Limit	\$10,000
Personal Effects - Per Person/Each Location	Limit	\$25,000
Personal Effects - Occurrence Limit	Limit	\$50,000
Personal Property Off-Premises or in Transit	Limit	\$100,000
Recertification Expense	Limit	\$5,000
Rental Expense – Contractor’s Equipment	Limit	\$10,000
Retaining Walls	Limit	\$10,000
Sign Coverage	Limit	\$25,000
Spoilage - See Utility Service Direct Damage	Limit	\$25,000
Surface Water (Locations situated in a 100 or 500 year flood plain are excluded)	Limit	\$25,000
Theft Damage to Non-Owned Buildings	Limit	\$50,000
Underground Sprinkler Systems	Limit	Included
Underground Water Seepage - Per Premise	Limit	\$10,000
Unnamed Locations	Limit	\$250,000
Valuable Papers and Records – Cost of Research (Other than Electronic Data) On Premises Limit	Limit	\$250,000
Valuable Papers and Records – Cost of Research (Other than Electronic Data) - Away from Premises Limit	Limit	\$50,000
General Liability: Owned watercraft	Limit	up to 50 feet in length

### Perils Covered:

TYPE	DESCRIPTION
Special Form Perils	Special, including theft

# City of Hays, KS

## Program Details (Cont.)

**Endorsements include, but are not limited to:**

DESCRIPTION
BISI-MUNI-001 (03-13)
BISI-PROPAK-001 (03-13)

**Exclusions include, but are not limited to:**

DESCRIPTION
Designated Operations Exclusion: Airport Liability
Public Officials Liability - Non-Monetary Defense (Per Claim, Per Policy Period) - Excluded

**Binding Requirements:**

DESCRIPTION
Subject to receipt of a currently signed, original application and signed statement of values prior to inception date.
Subject to receipt of Policyholder Disclosure Notice of Terrorism Insurance Coverage, signed form must be received by Underwriters prior to inception.

**Other Significant Terms and Conditions/Restrictions:**

DESCRIPTION
Total Terrorism Premium includes (Property - \$2,595 General Liability - \$974)
Property Coverage, including inland marine: -Valuation is replacement cost/agreed amount.
Law Enforcement Liability: *Deductible applies to Loss Only
Public Officials Liability, Employment Practices Liability: *Deductible applies to Loss and Loss Adjustment Expense
Surface water coverage at \$25,000 when flood coverage is not purchased
General Liability, Law Enforcement Liability, Public Officials Liability, Employment Practices Liability: Defense costs are in addition to the Limit of Liability
Fireworks are excluded until underwritten and approved. If coverage is desired, please forward a copy of the contract with the pyrotechnic and complete our loss control questionnaire. Please forward this information at least 30 days prior to the event. Each event must be separately underwritten and endorsed.

<b>Premium</b>	<b>\$125,396</b>
<b>ESTIMATED PROGRAM COST</b>	<b>\$125,396</b>
TRIA/TRIPRA PREMIUM (+ Additional Surcharges, Taxes and Fees as applicable)	<b>\$2,595</b>

# City of Hays, KS

## Program Details

**Coverage:** Package - Automobile  
**Carrier:** State National Insurance Company, Inc  
**Policy Period:** 7/1/2016 to 7/1/2017

### Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT	COVERED AUTOS
Collision		ACV, cost to repair or replace, or stated amount, whichever is less	7,8
Comp/OTC		ACV, cost to repair or replace, or stated amount, whichever is less	7,8
Towing and Labor - Each Accident		\$750	7
Hired/Borrowed Liability		KS	
Underinsured Motorist CSL - Each Accident		\$50,000	6
Uninsured Motorist CSL - Each Accident		\$50,000	6
Medical Payments - Each Person		\$5,000	2
Liability CSL - Each Accident		\$500,000	1

### Deductibles:

COVERAGE	AMOUNT
Collision - per vehicle	\$1,000
Comp/OTC - per vehicle	\$1,000
Hired or Borrowed: Physical Damage	\$25,000
Garage Keepers: Comp; Max Ded \$2,500	\$500
Garage Keepers: Collision	\$1,000

### Covered Autos:

SYMBOL	SYMBOL NAME	DESCRIPTION OF COVERED DESIGNATION SYMBOLS
1	Any Auto	Can only be used for Liability insurance. Its use provides coverage for any auto with which the insured has contact, including owned and non-owned, hired vehicles, and newly acquired vehicles. It includes coverage for non-owned auto, no-fault insurance, uninsured motorists, or physical damage insurance
2	Owned Autos Only	Only those autos you own (and for Liability Coverage any trailers you don't own while attached to power units you own). This includes those autos you acquire ownership of after the policy begins.
3	Owned Private Passenger Autos Only	Only the private passenger autos you own. This includes those private passenger autos you acquire ownership of after the policy begins.

# City of Hays, KS

## Program Details (Cont.)

### Covered Autos:

SYMBOL	SYMBOL NAME	DESCRIPTION OF COVERED DESIGNATION SYMBOLS
4	Owned Autos Other Than Private Passenger Autos Only	Only those autos you own that are not of the private passenger type (and for Liability Coverage any trailers you don't own while attached to power units you own). This includes those autos not of the private passenger type you acquire ownership of after the policy begins.
5	Owned Autos Subject To No-Fault	Only those autos you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those autos you acquire ownership of after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
6	Owned Autos Subject To A Compulsory Uninsured Motorists Law	Only those autos you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those autos you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists' requirement.
7	Specifically Described Autos	Only those autos described in Item Three of the Declarations for which a premium charge is shown (and for Liability Coverage any trailers you don't own while attached to any power unit described in Item Three).
8	Hired Autos Only	Only those autos you lease, hire, rent or borrow. This does not include any auto you lease, hire, rent, or borrow from any of your employees, partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Nonowned Autos Only	Only those autos you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes autos owned by your employees, partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business or your personal affairs.
19	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those autos that are land vehicles and that would qualify under the definition of mobile equipment under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.

### Additional Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
Personal Injury Protection:Medical Expenses		\$4,500
Garage Keepers: Comp; Max Ded \$2,500		\$25,000
Garage Keepers: Collision		\$25,000
Debris Removal		\$25,000
Acquired Emergency Units		\$500,000
Acquired \Emergency Unit. Equipment		\$100,000
Recertification Expense		\$5,000
Hired and Substitute -Emergency Units		\$250,000
Rental Reimbursement or Additional Transportation		\$10,000
Personal Injury Protection: Rehabilitation Expenses		\$4,500
Personal Injury Protection: Work Loss - Per Month		\$900
Personal Injury Protection: Essential Service Expenses-365 D		\$25
Personal Injury Protection: Funeral Expenses		\$2,000

# City of Hays, KS

## Program Details (Cont.)

### Additional Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
Personal Injury Protection: Survivor's Loss: \$25 per day		\$900
Combined Single Limit		\$1,000,000

### Endorsements include, but are not limited to:

DESCRIPTION
Loss Payable Clause-AUTO - CA 99 44 12/01/1993
Governmental Bodies Amendatory - CA 99 15 12/01/1993
Auto Medical Payments Coverage - CA 99 03 10/01/2013
Emergency Services - Volunteer Firefighters and Wo - CA 20 30 10/01/2013
Professional Services Not Covered - CA 20 18 10/01/2013
Audio, Visual and Data Electronic Equipment Cover - CA 20 02 10/01/2013
Common Policy Conditions - IL 00 17 11/01/1998
Business Auto Coverage Form - CA 00 01 10/01/2013
Garagekeepers Coverage (Auto) - BISI-PFAUT 03/01/2013
Freezing Coverage - Fire and other Emergency Vehic - BISI-PFAUT 03/01/2013
Fleet Coverage Endorsement -Auto-Public Entity - BISI-PFAUT 03/01/2013

### Exclusions include, but are not limited to:

DESCRIPTION
Excluded Drivers
Expected or Intended Injury
Contractual - added back as noted
Workers' Compensation
Employers Liability
Property Damage to Property Owned or Transported by you
Pollution
Other standard policy exclusions apply
Terrorism

### Other Significant Terms and Conditions/Restrictions:

DESCRIPTION
Hired/Borrowed Liability , KS: Cost of Hire -

# City of Hays, KS

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**Program Details (Cont.)**

<b>Premium</b>	<b>\$43,705</b>
<b>ESTIMATED PROGRAM COST</b>	<b>\$43,705</b>

**Subject to Audit: Not Auditable**

# City of Hays, KS

## Program Details

**Coverage:** Equipment Breakdown  
**Carrier:** Hartford Steam Boiler Inspection & Insurance Co.  
**Policy Period:** 7/1/2016 to 7/1/2017

The following is a general summary of the Insuring Agreement. Refer to actual policy form for complete terms and conditions.

### Coinsurance or Agreed Amount:

DESCRIPTION	AGREED AMOUNT	COINSURANCE %
All Covered Property	Yes	N/A

### Coverage:

LOCATION DETAILS	DESCRIPTION	LIMIT TYPE	AMOUNT
	Equipment Breakdown	Limit	\$50,000,000
	Property Damage	Limit	Included
	Business Income	Limit	Included
	Extra Expense	Limit	Included

### Deductibles:

COVERAGE	AMOUNT
Combined, All Coverages	\$1,000
Interruption of Service Waiting Period	4 Hours

### Additional Coverage:

LOCATION DETAILS	DESCRIPTION	LIMIT TYPE	AMOUNT
	Civil Authority	Limit	Included
	Contingent Business Income	Limit	\$2,500,000
	Data Restoration	Limit	\$2,500,000
	Demolition	Limit	\$2,500,000
	Expediting Expenses	Limit	Included
	Green	Limit	\$25,000
	Hazardous Substances	Limit	\$2,500,000
	Mold	Limit	\$25,000
	Newly Acquired Locations	Limit	Included
	Off Premises Equipment Breakdown	Limit	\$2,500,000
	Ordinance or Law	Limit	\$2,500,000

# City of Hays, KS

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## Program Details (Cont.)

### Additional Coverage:

LOCATION DETAILS	DESCRIPTION	LIMIT TYPE	AMOUNT
	Perishable Goods	Limit	Included
	Public Relations	Limit	\$5,000
	Service Interruption	Limit	Included
	Miscellaneous Unnamed Locations Limit	Limit	\$1,000,000

### Endorsements include, but are not limited to:

DESCRIPTION
Equipment Breakdown Coverage Form TEC150 07/2015

### Exclusions include, but are not limited to:

DESCRIPTION
Date Related Losses
War
Pollution

### Other Significant Terms and Conditions/Restrictions:

DESCRIPTION
Newly Acquired Locations: 365 Days
Notice of Cancel. other than non-payment: 90 Days
Extended Period of Restoration: 365 Days

<b>Premium</b>	<b>\$4,495</b>
<b>ESTIMATED PROGRAM COST</b>	<b>\$4,495</b>
TRIA/TRIPRA PREMIUM (+ Additional Surcharges, Taxes and Fees as applicable)	<b>\$0</b>

# City of Hays, KS

## Program Details (Cont.)

**Coverage:** Airport Liability  
**Carrier:** Old Republic Insurance  
**Policy Period:** 7/1/2016 to 7/1/2017

The following is a general summary of the Insuring Agreement. Refer to actual policy form for complete terms and conditions.

### Coinsurance or Agreed Amount:

COVERAGE	LIMIT	RETENTION	PREMIUM
Each Occurrence Limit	\$1,000,000	\$0	\$2,238*
Products Completed Operations Aggregate	\$1,000,000	\$0	Included
Personal and Advertising Injury Aggregate	\$1,000,000	\$0	Included
Fire Damage Limit – Any One Fire	\$100,000	\$0	Included
Medical Expense Limit – Any One Person	\$3,000	\$0	Included
Medical Expense Limit – Any One Occurrence	\$15,000	\$0	Included
Hangarkeepers Limit – Any One Aircraft	\$1,000,000	\$0	Included
Hangarkeepers Limit – Any One Occurrence	\$1,000,000	\$0	Included
Non-owned Aircraft Liability	Not Covered	\$0	
Hangarkeepers Deductible			Included
Any One Aircraft	\$1,000	\$0	Included
Any One Occurrence	\$1,000	\$0	Included

\*Premium does not include TRIA premium of \$224.

### Endorsements include, but are not limited to:

DESCRIPTION
Airport Limited Enhancement Coverage Endorsement
Volunteers Endorsement
Trade or Economic Sanctions
War Perils

### Exclusions include, but are not limited to:

DESCRIPTION
Parachuting Operations
Noise and Pollution
War, Hijacking
Radioactive Contamination
Air Meet, Contest or Exhibition

# City of Hays, KS

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## Program Details (Cont.)

<b>Premium</b>	<b>\$2,238</b>
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TRIA/TRIPRA PREMIUM (+ Additional Surcharges, Taxes and Fees as applicable)	<b>\$224</b>
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# City of Hays, KS

## Program Details

**Coverage:** Umbrella  
**Carrier:** State National Insurance Company, Inc  
**Policy Period:** 7/1/2016 to 7/1/2017

### Form Type:

COVERAGE	FORM TYPE	RETROACTIVE DATE	PENDING & PRIOR DATE
Umbrella or Excess Liability	Occurrence	Not Applicable	Not Applicable

### Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
Each Occurrence	Limit	\$1,000,000
Annual Aggregate	Limit	\$1,000,000

### Deductibles:

COVERAGE	AMOUNT
Coverage B - Umbrella	\$10,000

### Underlying Policies:

COVERAGE	DESCRIPTION	LIMIT	CARRIER	EFFECTIVE DATE	EXPIRATION DATE
Business Auto	Combined Single Limit - Accident Limit	\$500,000	Certain Underwriters at Lloyd's, London (Use LLOYD1)	7/1/2016	7/1/2017
General Liability	Each Occurrence	\$1,000,000	Certain Underwriters at Lloyd's, London (Use LLOYD1)	7/1/2016	7/1/2017
General Liability	General Aggregate	\$2,000,000	Certain Underwriters at Lloyd's, London (Use LLOYD1)	7/1/2016	7/1/2017
General Liability	Products and Complete Operation Aggregate	\$2,000,000	Certain Underwriters at Lloyd's, London (Use LLOYD1)	7/1/2016	7/1/2017
General Liability	Personal and Advertising Injury Limit	\$1,000,000	Certain Underwriters at Lloyd's, London (Use LLOYD1)	7/1/2016	7/1/2017

# City of Hays, KS

## Program Details (Cont.)

### Underlying Policies:

COVERAGE	DESCRIPTION	LIMIT	CARRIER	EFFECTIVE DATE	EXPIRATION DATE
Employee Benefits Liability	Each Person	\$1,000,000	Certain Underwriters at Lloyd's, London (Use LLOYD1)	7/1/2016	7/1/2017
Employee Benefits Liability	Each Occurrence	\$1,000,000	Certain Underwriters at Lloyd's, London (Use LLOYD1)	7/1/2016	7/1/2017
Law Enforcement Liability	Each Occurrence	\$1,000,000	Certain Underwriters at Lloyd's London	7/1/2016	7/1/2017

### Exclusions include, but are not limited to:

DESCRIPTION
Pollution (Hostile Fire Exception)
Products Recall
Date Related Losses
Total Pollution Exclusion
Retained Limit

### Defense Limitations:

COVERAGE TYPE	DEFENSE COST DOLLAR LIMIT	DEFENSE LIMIT	DEFENSE COST TYPE / COMMENTS
Umbrella	Applies		In addition to Policy Limit, and if so: Limited

### Other Significant Terms and Conditions/Restrictions:

DESCRIPTION
Coverage A is follow form excess over underlying liability coverages
Typically extends over all underlying liability coverages quoted
Separate Aggregate Protection, commonly known as "SILO Aggregate", as respects to Coverage A only, applies the aggregate separately to each underlying coverage shown on the umbrella declarations

<b>Premium</b>	<b>\$8,751</b>
<b>ESTIMATED PROGRAM COST</b>	<b>\$8,751</b>
TRIA/TRIPRA PREMIUM (+ Additional Surcharges, Taxes and Fees as applicable)	<b>\$254</b>

**Subject to Audit: Not Auditable**

# City of Hays, KS

## Program Details

**Coverage:** Crime  
**Carrier:** Hanover Insurance Company  
**Policy Period:** 7/1/2015 to 7/1/2016

### Form Type:

COVERAGE	FORM TYPE	RETROACTIVE DATE	PENDING & PRIOR DATE
Crime	Discovery	Not Applicable	Not Applicable

### Coverage:

DESCRIPTION	AMOUNT
Employee Theft Government Crime	\$500,000
Forgery or Alteration	\$100,000
Inside the Premises - Theft of Money and Securities	\$100,000
Inside the Premises - Robbery or Burglary of Other Property	\$100,000
Money and Securities Outside the Premises	\$100,000
Computer Fraud	\$100,000
Funds Transfer Fraud	\$100,000
Money Orders and Counterfeit Paper Currency	\$10,000

### Deductibles:

COVERAGE	AMOUNT
Employee Theft Government Crime - Per Loss	\$2,500
Forgery or Alteration	\$1,000
Inside the Premises - Theft of Money and Securities	\$1,000
Inside the Premises - Robbery or Burglary of Other Property	\$1,000
Money and Securities Outside the Premises	\$1,000
Computer Fraud	\$1,000
Funds Transfer Fraud	\$1,000
Money Orders and Counterfeit Paper Currency	\$250

### Endorsements include, but are not limited to:

DESCRIPTION
Government Crime Policy Declarations - CRD804 08/01/2007
Government Crime Policy (Discovery Form) - CR0028 06/01/2008
Add Faithful Performance of Duty Coverage for - CR2519 05/01/2006

# City of Hays, KS

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## Program Details (Cont.)

Endorsements include, but are not limited to:

DESCRIPTION
Delete Employee Exclusions - 1811515

Exclusions include, but are not limited to:

DESCRIPTION
Third Party Employee Dishonesty
Government Action Exclusion
Voluntary Parting of Property
Any theft or criminal act committed by a partner of the insured
Date Related Losses

Other Significant Terms and Conditions/Restrictions:

DESCRIPTION
Signed Authorization to Bind Coverage

<b>Premium</b>	<b>\$1,840</b>
<b>ESTIMATED PROGRAM COST</b>	<b>\$1,840</b>

# City of Hays, KS

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## Program Details

**Coverage:** Cyber Liability  
**Carrier:** BCS Insurance Company  
**Policy Period:** 7/1/2015 to 7/1/2016

**Form Number:**

### Form Type:

COVERAGE	FORM TYPE	RETROACTIVE DATE	PENDING & PRIOR DATE
Cyber	Claims Made		

### Coverage:

DESCRIPTION	AMOUNT
Privacy Liability (including Employee Privacy)	\$2,000,000
Privacy Regulatory Claims Coverage	\$2,000,000
Security Breach Response Coverage	\$2,000,000
Security Liability	\$2,000,000
Multimedia Liability	\$2,000,000
Cyber Extortion	\$2,000,000
Business Income and Digital Asset Restoration	\$2,000,000
PCI DSS Assessment	\$100,000

### Deductibles:

COVERAGE	AMOUNT
Privacy Liability (including Employee Privacy)	\$10,000
Privacy Regulatory Claims Coverage	\$10,000
Security Breach Response Coverage	\$10,000
Security Liability	\$10,000
Multimedia Liability	\$10,000
Cyber Extortion	\$10,000
Business Income and Digital Asset Restoration	\$10,000 / 12 hours waiting period
PCI DSS Assessment	\$10,000

### Definition of Claim:

DESCRIPTION
A written demand received by "You" for money or services, including the service of a civil suit or institution of arbitration proceedings;

# City of Hays, KS

## Program Details (Cont.)

### Definition of Claim:

DESCRIPTION
Initiation of a civil suit against "You" seeking injunctive relief (meaning a temporary restraining order or a preliminary or permanent injunction);
Solely with respect to Coverage B., a "Regulatory Claim" made against "You";
A "PCI DSS Assessment"; or
Solely with respect to Coverage F., a "Cyber Extortion Threat" made against "You."

### Extended Reporting Period (ERP) Options\*:

DESCRIPTION
Basic "Extended Reporting Period": In the event of cancellation or non-renewal of this Policy by "You" or "Us", an "Extended Reporting Period" of sixty (60) days immediately following such cancellation or non-renewal shall be automatically granted hereunder at no additional premium. Such "Extended Reporting Period" shall cover "Claims first made and reported to "Us" during such sixty (60) day "Extended Reporting Period" but only in respect of any act, error, or omission committed prior to the date of cancellation or non-renewal, and subject to all other terms, conditions, and exclusions of this Policy. No "Claim" in such sixty (60) day extended reported period shall be covered under this Policy if "You" are entitled to indemnity under any other insurance or would have been entitled to indemnity under such insurance but for the exhaustion thereof.

\*If ERP coverage is desired, then that request must be in writing to the carrier.

### Endorsements include, but are not limited to:

DESCRIPTION
SRP - Declarations (Countrywide) - 101012 12/01/2013
SRP General Terms And Conditions (Countrywide) - 101013 12/01/2013
Cyber Extortion Coverage Section - 101017 12/01/2013

### Exclusions include, but are not limited to:

DESCRIPTION
Nuclear Incident Exclusion
Radioactive Contamination Exclusion
Kansas Amendatory

### Defense Limitations:

COVERAGE TYPE	DEFENSE COST DOLLAR LIMIT	DEFENSE LIMIT	DEFENSE COST TYPE / COMMENTS
Security Breach Response Coverage	Applies		Other / Inside Policy Limits

# City of Hays, KS

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## Program Details (Cont.)

**Binding Requirements:**

DESCRIPTION
Signed Authorization to Bind Coverage

**Premium** **\$9,795**

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**ESTIMATED PROGRAM COST** **\$9,795**

**Subject to Audit: Not Auditable**

**\$3,000,000 limit option available for \$11,301**

# City of Hays, KS

## Premium Summary

Line of Coverage	2015-2016 Expiring	2016-2017 Renewal	% Change
Property, GL, Law Enforcement, Public Officials, EPLI	116,103	125,396	8%
Automobile Liability and Auto Physical Damage	39,944	43,705	9%
Excess Liability	8,050	8,751	9%
Boiler & Machinery	4,446	4,495	1%
Airport Liability	2,633	2,238	-15%
Cyber Liability - \$2M	14,852	9,795	-34%
Crime	1,840	1,840	0%
Arthur J. Gallagher Risk Management Services, Inc. Fee	20,000	20,000	0%
<b>Totals</b>	<b>207,868</b>	<b>216,220</b>	<b>4%</b>

Quote from **State National Insurance Company, Inc (State National Companies)** is valid until **7/1/2016**  
 Quote from **Hanover Insurance Company (Hanover Insurance Companies)** is valid until **7/1/2016**  
 Quote from **State National Insurance Company, Inc (State National Companies)** is valid until **7/1/2016**  
 Quote from **BCS Insurance Company (BCS Insurance Company)** is valid until **7/1/2016**  
 Quote from **Hartford Steam Boiler Inspection & Insurance Co. (Hartford Steam Boiler Group)** is valid until **7/1/2016**  
 Quote from **State National Insurance Company, Inc (State National Companies)** is valid until **7/1/2016**  
 Quote from **State National Insurance Company, Inc (State National Companies)** is valid until **1/7/2016**

Gallagher is responsible for the placement of the following lines of coverage:

**Brit Package**  
**Package**  
**Business Auto**  
**Equipment Breakdown**  
**Umbrella**  
**Crime**  
**Cyber Liability**

It is understood that any other type of exposure/coverage is either self-insured or placed by another brokerage firm other than Gallagher. If you need help in placing other lines of coverage or covering other types of exposures, please contact your Gallagher representative.

# City of Hays, KS

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## Payment Plans

CARRIER	LINE OF COVERAGE	PAYMENT SCHEDULE	PAYMENT METHOD
<b>State National Insurance Company, Inc (State National Companies)</b>	Brit Package	Annual	Agency Bill
<b>Hartford Steam Boiler Inspection &amp; Insurance Co. (Hartford Steam Boiler Group)</b>	Equipment Breakdown	Premium Payment Is Due Within Twenty (20) Days From Effective Date Unless Otherwise Stipulated.	Agency Bill
<b>Hanover Insurance Company (Hanover Insurance Companies)</b>	Crime	Annually for 3 years	Agency Bill
<b>BCS Insurance Company (BCS Insurance Company)</b>	Cyber Liability	Annual	Agency Bill

# City of Hays, KS

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## Changes / Developments

It is important that we be advised of any changes in your operations that may have a bearing on the validity and/or adequacy of your insurance. The types of changes that concern us include, but are not limited to, those listed below:

1. Changes in any operation such as expansion to other states or new products.
2. Mergers and/or acquisition of new companies.
3. Any newly assumed contractual liability, granting of indemnities, or hold harmless agreements.
4. Circumstances which may require increased liability insurance limits.
5. Any changes in fire or theft protection, such as the installation of or disconnection of sprinkler systems, burglar alarms, etc. This includes any alterations to same.
6. Immediate advice of any changes to scheduled equipment such as contractors' equipment, electronic data processing, etc.
7. Property of yours that is in transit, unless we have previously arranged for the insurance.
8. Any changes in existing premises including vacancy, whether temporary or permanent, alterations, demolition, etc. Also, any new premises either purchased, constructed, or occupied.

No Changes and/or Developments

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

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

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

**Proposal Disclosures**

## Proposal Disclosures

The following disclosures are hereby made a part of this proposal. Please review these disclosures prior to signing the Client Authorization to Bind or e-mail confirmation.

**Proposal Disclaimer** IMPORTANT: The proposal is an outline of certain terms and conditions of the insurance proposed by the insurers, based on the information provided by your company. It does not include all the terms, coverages, exclusions, limitations and/or conditions of the actual policy contract language. The insurance policies themselves must be read for those details. Policy forms for your reference will be made available upon request.

We will not be operating in a fiduciary capacity, but only as your broker, obtaining a variety of coverage terms and conditions to protect the risks of your enterprise. We will seek to bind those coverages based upon your authorization; however, we can make no warranties in respect to policy limits or coverage considerations of the carrier. Actual coverage is determined by policy language, so read all policies carefully. Contact us with questions on these or any other issues of concern.

**Compensation Disclosure** One of the core values highlighted in The Gallagher Way states, "We are an Open Society," and our open society extends to the compensation Gallagher receives. In general, Gallagher may be compensated as follows:

1. Gallagher Companies are primarily compensated from the usual and customary commissions or fees received from the brokerage and servicing of insurance policies, annuity contracts, guarantee contracts and surety bonds (collectively "insurance coverages") handled for a client's account, which may vary from company to company and insurance coverage to insurance coverage. As permitted by law, Gallagher companies occasionally receive both commissions and fees.
2. In placing, renewing, consulting on or servicing your insurance coverages, Gallagher Companies may participate in contingent and supplemental commission arrangements with intermediaries and insurance companies. Contingent commissions provide for additional contingent compensation if underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company and/or through the intermediary, not on an individual policy basis. Some insurance markets, including Gallagher-owned intermediaries, have modified their commission schedule with Gallagher, resulting in an increase in some commission rates. These additional commissions, commonly referred to as "supplemental commissions" are known as of the effective date, but some insurance companies are paying this commission later and apart from when commission is normally paid at policy issuance. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company. Note: Upon request, your Gallagher representative can provide more specific market information regarding contingent and supplemental commission related to your insurance coverage.
3. Gallagher Companies may also receive investment income on fiduciary funds temporarily held by them, such as premiums or return premiums.
4. Gallagher Companies may access other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace. Gallagher Companies may own some of these facilities, in whole or in part. If such a facility was utilized in the placement of a client's account, the facility may have earned and retained customary brokerage commission or fees for its work.
5. Gallagher assists its customers in procuring premium finance quotes and unless prohibited by law may earn compensation for this value added service.
6. From time to time, Gallagher may participate in insurance company promotional events or training and development that insurers provide for Gallagher employees.
7. Gallagher strives to find appropriate coverage at a competitive price for our customers. In order to achieve these goals, we gather and analyze data about our customers and their insurance coverage.

## Proposal Disclosures (Cont.)

This data and the resulting analytical tools help us better understand the current marketplace, more accurately predict future trends and offer tailored solutions to our customers. The data may also be provided to insurers pursuant to consulting service agreements from which we earn fees.

If you have specific questions about the compensation received by Gallagher and its affiliates in relation to your insurance placements, please contact your Gallagher representative for more details.

In the event you wish to register a formal complaint regarding compensation Gallagher receives from insurers or third parties, please send an e-mail to [Compensation\\_Complaints@ajg.com](mailto:Compensation_Complaints@ajg.com) or send a letter to:

Compliance Officer  
Arthur J. Gallagher & Co.  
Two Pierce Place, 20th Floor  
Itasca, IL 60143

### **TRIA/TRIPRA Disclaimer**

If this proposal contains options to purchase TRIA/TRIPRA coverage, the proposed TRIA/TRIPRA program may not cover all terrorism losses. While the amendments to TRIA eliminated the distinction between foreign and domestic acts of terrorism, a number of lines of coverage excluded under the amendments passed in 2005 remain excluded including commercial automobile, burglary and theft insurance; surety insurance, farm owners multiple perils and professional liability (although directors and officers liability is specifically included). If such excluded coverages are required, we recommend that you consider purchasing a separate terrorism policy. Please note that a separate terrorism policy for these excluded coverages may be necessary to satisfy loan covenants or other contractual obligations. TRIPRA includes a \$100 billion cap on insurers' aggregate liability.

The TRIPRA program increases the amount needed in total losses by \$20 million each calendar year before the TRIPRA program responds from the 2015 trigger of \$100 million to \$200 million by the year 2020.

TRIPRA is set to expire on December 31, 2020. There is no certainty of extension, thus the coverage provided by your insurers may or may not extend beyond December 31, 2020. In the event you have loan covenants or other contractual obligations requiring that TRIA/TRIPRA be maintained throughout the duration of your policy period, we recommend that a separate "Stand Alone" terrorism policy be purchased to satisfy those obligations.

### **Actuarial Disclaimer**

The information contained in this proposal is based on the historical loss experience and exposures provided to Arthur J. Gallagher Risk Management Services, Inc.. This proposal is not an actuarial study. Should you wish to have this proposal reviewed by an independent actuary, we will be pleased to provide you with a listing of actuaries for your use.

# City of Hays, KS

## Insurance Company Ratings and Admitted Status

PROPOSED INSURANCE COMPANIES	A.M. BEST'S RATING	ADMITTED / NON-ADMITTED
<b>BCS Insurance Company</b>	A IX	Admitted
<b>Hanover Insurance Company</b>	A XIV	Admitted
<b>Hartford Steam Boiler Inspection &amp; Insurance Co.</b>	A++ XV	Admitted
<b>State National Insurance Company, Inc</b>	A VIII	Admitted
<b>Old Republic Insurance</b>	A+ XI	Admitted

If the above indicated coverage is placed with a Non-Admitted Carrier, the carrier is doing business in the state as a surplus lines or non-admitted carrier. As such, this carrier is not subject to the same regulations which apply to an admitted carrier nor do they participate in any insurance guarantee fund applicable in that state.

\*The above A.M. Best Rating was verified on the date the proposal document was created.

### Guide to Best Ratings Rating Levels and Categories

LEVEL	CATEGORY	Financial Size Categories <i>(In \$000 of Reported Policyholders' Surplus Plus Conditional Reserve Funds)</i>			
A++, A+	Superior	FSC I	Up to 1,000	FSC IX	250,000 to 500,000
A, A-	Excellent	FSC II	1,000 to 2,000	FSC X	500,000 to 750,000
B++, B+	Good	FSC III	2,000 to 5,000	FSC XI	750,000 to 1,000,000
B, B-	Fair	FSC IV	5,000 to 10,000	FSC XII	1,000,000 to 1,250,000
C++, C+	Marginal	FSC V	10,000 to 25,000	FSC XIII	1,250,000 to 1,500,000
C, C-	Weak	FSC VI	25,000 to 50,000	FSC XIV	1,500,000 to 2,000,000
D	Poor	FSC VII	50,000 to 100,000	FSC XV	2,000,000 or more
E	Under Regulatory Supervision	FSC VIII	100,000 to 250,000		
F	In Liquidation				
S	Suspended				

Best's Insurance Reports, published annually by A.M. Best Company, Inc., presents comprehensive reports on the financial position, history, and transactions of insurance companies operating in the United States and Canada. Companies licensed to do business in the United States are assigned a Best's Rating which attempts to measure the comparative position of the company or association against industry averages.

A Best's Financial Strength Rating opinion addresses the relative ability of an insurer to meet its ongoing insurance obligations. It is not a warranty of a company's financial strength and ability to meet its obligations to policyholders. View the A.M. Best Important Notice: Best's Credit Ratings for a disclaimer notice and complete details at <http://www.ambest.com/ratings/notice>.

Best's Credit Ratings are under continuous review and subject to change and/or affirmation. For the latest Best's Credit Ratings and Best Credit Reports (which include Best Ratings), visit the A.M. Best website at <http://www.ambest.com>. See Guide to Best's Credit Ratings for explanation of use and charges. Copies of the Best's Insurance Reports for carriers listed above are also available upon request of your Gallagher representative.

Best's Credit Ratings reproduced herein appear under license from A.M. Best and do not constitute, either expressly or impliedly, an endorsement of (Licensee's publication or service) or its recommendations, formulas, criteria or comparisons to any other ratings, rating scales or rating organizations which are published or referenced herein. A.M. Best is not responsible for transcription errors made in presenting Best's Credit Ratings. Best's Credit Ratings are proprietary and may not be reproduced or distributed without the express written permission of A.M. Best Company.

Gallagher companies use A.M. Best Company's rating services to evaluate the financial condition of insurers whose policies we propose to deliver. Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.

## Insurance Company Ratings and Admitted Status (Cont.)

GUIDE TO BEST'S FINANCIAL STRENGTH RATINGS			
A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. The rating is based on a comprehensive quantitative and qualitative evaluation of a company's balance sheet strength, operating performance and business profile.			
Best's Financial Strength Ratings			
	Rating	Descriptor	Definition
Secure	A++, A+	Superior	Assigned to companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.
	A, A-	Excellent	Assigned to companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.
	B++, B+	Good	Assigned to companies that have, in our opinion, a good ability to meet their ongoing insurance obligations.
Vulnerable	B, B-	Fair	Assigned to companies that have, in our opinion, a fair ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions.
	C++, C+	Marginal	Assigned to companies that have, in our opinion, a marginal ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions.
	C, C-	Weak	Assigned to companies that have, in our opinion, a weak ability to meet their ongoing insurance obligations. Financial strength is extremely vulnerable to adverse changes in underwriting and economic conditions.
	D	Poor	Assigned to companies that have, in our opinion, a poor ability to meet their ongoing insurance obligations. Financial strength is extremely vulnerable to adverse changes in underwriting and economic conditions.
	E	Under Regulatory Supervision	Assigned to companies (and possibly their subsidiaries/affiliates) placed under a significant form of regulatory supervision, control or restraint - including cease and desist orders, conservatorship or rehabilitation, but not liquidation - that prevents conduct of normal, ongoing insurance operations.
	F	In Liquidation	Assigned to companies placed in liquidation by a court of law or by a forced liquidation.
	S	Suspended	Assigned to rated companies when sudden and significant events impact operations and rating implications cannot be evaluated due to a lack of timely or adequate information; or in cases where continued maintenance of the previously published rating opinion is in violation of evolving regulatory requirements.
Rating Modifiers			
	Modifier	Descriptor	Definition
	u	Under Review	Indicates the rating may change in the near term, typically within six months. Generally is event driven, with positive, negative or developing implications.
	pd	Public Data	Indicates rating assigned to insurer that chose not to participate in A.M. Best's interactive rating process. (Discontinued in 2010)
	s	Syndicate	Indicates rating assigned to a Lloyd's syndicate.
Rating Outlooks			
Indicates potential direction of a Best's Financial Strength Rating over an intermediate term, generally defined as 12 to 36 months.			
	Positive	Indicates possible rating upgrade due to favorable financial/market trends relative to the current rating level.	
	Negative	Indicates possible rating downgrade due to unfavorable financial/market trends relative to the current rating level.	
	Stable	Indicates low likelihood of a rating change due to stable financial/market trends.	
Under Review Implications			
Indicates the potential direction of a Best's Financial Strength Rating that is in Under Review status based on information currently available.			
	Positive	Indicates there is a reasonable likelihood the company's rating will be raised as a result of A.M. Best's analysis of a recent event.	
	Negative	Indicates there is a reasonable likelihood the company's rating will be lowered as a result of A.M. Best's analysis of a recent event.	
	Developing	Indicates there is uncertainty as to the final rating outcome, but there is a reasonable likelihood the company's rating will change as a result of A.M. Best's analysis of a recent event.	
Not Rated Designation			
NR: Assigned to companies that are not rated by A.M. Best.			
Rating Disclosure			
A Best's Financial Strength Rating opinion addresses the relative ability of an insurer to meet its ongoing insurance obligations. The ratings are not assigned to specific insurance policies or contracts and do not address any other risk, including, but not limited to, an insurer's claims-payment policies or procedures; the ability of the insurer to dispute or deny claims payment on grounds of misrepresentation or fraud; or any specific liability contractually borne by the policy or contract holder. A Best's Financial Strength Rating is not a recommendation to purchase, hold or terminate any insurance policy, contract or any other financial obligation issued by an insurer, nor does it address the suitability of any particular policy or contract for a specific purpose or purchaser. In arriving at a rating decision, A.M. Best relies on third-party audited financial data and/or other information provided to it. While this information is believed to be reliable, A.M. Best does not independently verify the accuracy or reliability of the information. For additional details, see A.M. Best's <i>Terms of Use</i> at <a href="http://www.ambest.com">www.ambest.com</a> .			
Best's Financial Strength Ratings are distributed via press release and/or the A.M. Best website at <a href="http://www.ambest.com">www.ambest.com</a> and are published in the <i>Credit Rating Actions</i> section of <i>Best's Journal</i> ™. Best's Financial Strength Ratings are proprietary and may not be reproduced without permission. Copyright © 2014 by A.M. Best Company, Inc. <span style="float: right;">Version 080114</span>			



## Client Signature Requirements

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# City of Hays, KS

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## Coverages For Consideration

### Overview

- A proposal for any of the coverages can be provided.
- The recommendations and considerations summarized in this section are not intended to identify all exposures.
- Since Gallagher does not handle your complete insurance program, these recommendations only reflect items within our scope of responsibility.

### Other Coverage Considerations

- Higher Excess Limits
- Volunteer Accident

The above coverage may not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those addressed in the coverage considerations included in this proposal, please list below:

# City of Hays, KS

## Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal dated 6/1/2016, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

	LINE OF COVERAGE	CARRIER
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	Brit Package	State National Insurance Company, Inc.
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	TRIA Coverage	
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	Equipment Breakdown	Hartford Steam Boiler Inspection & Insurance Co.
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	TRIA Coverage	
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	Airport Liability	Old Republic Insurance
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	TRIA Coverage	
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	Crime	Hanover Insurance Company
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	TRIA Coverage	
<input type="checkbox"/> Accept <input type="checkbox"/> Reject <input type="checkbox"/> Accept <input type="checkbox"/> Reject	Cyber Liability - \$2M Limit Cyber Liability - \$3M Limit	BCS Insurance Company
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	TRIA Coverage	

### Producer/ Insured Coverage Amendments and Notes:

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\_\_\_\_\_  
Client Initials

# City of Hays, KS

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## Client Authorization to Bind Coverage

**Provide Quotations or Additional Information on the Following Coverage Considerations:**

**Other Coverage Considerations**

- Yes  No Higher Excess Limits
- Yes  No Volunteer Accident

**Note: Selecting the “Reject All or Accept All” option will override any selections that you have made above**

- Reject All  Accept All - Coverages for Consideration

It is understood this proposal provides only a summary of the details; the policies will contain the actual coverages.

We confirm the values, schedules, and other data contained in the proposal are from our records and acknowledge it is our responsibility to see that they are maintained accurately.

We agree that your liability to us arising from your negligent acts or omissions, whether related to the insurance or surety placed pursuant to these binding instructions or not, shall not exceed \$20 million, in the aggregate. Further, without limiting the foregoing, we agree that in the event you breach your obligations, you shall only be liable for actual damages we incur and that you shall not be liable for any indirect, consequential or punitive damages.

By: \_\_\_\_\_  
Specify: owner, partner or corporate officer

\_\_\_\_\_  
Print Name

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

Appendix

# Next-Generation eRiskHub<sup>®</sup>

The dangers of data breaches are far reaching, and the severity of them are being felt at all levels. You hear about the large ones like Anthem, Target and Sony, but in reality any organization that houses valuable information is a potential target from a range of vulnerabilities such as hackers to rogue employees. As an Arthur J. Gallagher & Co. client, you will receive complimentary access to the Gallagher eRiskHub; a dynamic cyber risk management tool that can help your organization be more proactive in assessing your cyber risk posture.

All Gallagher clients have access to the Gallagher eRiskHub, and if you have not registered for access we recommend you do so today.

## To access the Gallagher eRiskHub now:

1. Navigate to <https://eriskhub.com/gallagher>
2. Complete the new user registration at the bottom of the page. You pick your own user ID and password. The access code is **08167**
3. After registering, you can access the hub immediately using your newly created credentials in the member login box located in the top right of the page.

## Key Features of the Gallagher eRiskHub:

- **Gallagher Cyber Risk Due Diligence** — A six-step process designed to walk our clients through a simple thought-provoking framework to encourage organizational communication, establish clear direction, and highlight priorities to better understand your cyber risk profile.
- **Security & Privacy Training** — An overview of best practices for creating an effective security training program for your employees.
- **News Center** — Keep up to date on what is going on in the world of cyber risk through handpicked articles, feeds and blogs.
- **Learning Center** — An extensive collection of white papers, articles, webinars, videos and blog posts on a variety of topics. Looking for something specific? Try the search box in the top right of the page to search the entire Gallagher eRiskHub.
- **Risk Manager Tools** — A collection of tools with many different purposes such as researching known breach events, calculating your potential cost of a breach event and downloading free sample policies your organization can use as templates. Stay tuned as our next blog post will be a deep dive into this section!
- **eRisk Resources** — Information on third-party vendors that can assist your municipality with improving your overall cyber risk.

If you have any questions about the Gallagher eRiskHub, please reach out to Adam Cottini at [adam\\_cottini@ajg.com](mailto:adam_cottini@ajg.com) or the eRiskHub support staff at [support@eriskhub.com](mailto:support@eriskhub.com).



## Gallagher Cyber Liability Practice

Adam Cottini

250 Park Avenue, 3rd Floor

New York, NY 10177

212.994.7048

[adam\\_cottini@ajg.com](mailto:adam_cottini@ajg.com)

[www.ajg.com/cyber](http://www.ajg.com/cyber)

# City of Hays, KS

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## Claims Reporting By Policy

**For all of your coverages within this proposal, unless otherwise noted:**

Immediately report any incident, claim, or suit to:

For Property, Inland Marine, General Liability, Automobile Liability and Physical Damage, Public Officials Liability, and Law Enforcement claims report to:

TPA or Carrier Name: Underwriters at Lloyd's London

By Fax: 1 (800) 748-6159

By E-mail: [www.risxfacs.com](http://www.risxfacs.com)

For Airport Liability claims report to:

TPA or Carrier Name: Arthur J. Gallagher Risk Management Services, Inc.

By Mail – Address: 6399 South Fiddlers Green Circle, Suite 200 Greenwood Village, CO 80111

By Phone: (303) 889-2592

For Crime claims report to:

TPA or Carrier Name: Hanover Insurance Company

By Mail – Address: 440 Lincoln Street Worcester, MA 01653

By Phone: (630) 760-3005

By Email: [khilligoss@hanover.com](mailto:khilligoss@hanover.com)

For Cyber claims report to:

TPA or Carrier Name: National Union Fire Insurance Co. of Pittsburgh, PA

By Mail – Address: AIG Financial Lines Claims P.O. Box 25947 Shawnee Mission, KS 66225

By Phone: (888) 602-5246

By Email: [c-claim@ajg.com](mailto:c-claim@ajg.com)

If notice of incident, claim, or suit is received, refer to the policy conditions clause "Duties in the event of."

- Equipment Breakdown
  - Hartford Steam Boiler Inspection & Insurance Company
  - Phone#: (888) 472-5677
  - Fax#: (888) FAX-LOSS
  - Email
  
- Umbrella, Brit Package, Business Auto
  - State National Insurance Company, Inc
  - Phone#: 615-360-1358
  - Fax#: 1-877-721-1855
  - Email: [Britpackagefirstclaims@ascrisk.com](mailto:Britpackagefirstclaims@ascrisk.com)

# City of Hays, KS

## Bindable Quotations & Compensation Disclosure Schedule

Client Name: City of Hays, KS

COVERAGE(S)	CARRIER NAME(S)	EST. ANNUAL PREMIUM <sup>1</sup>	COMM.% OR FEE <sup>2</sup>	WHOLESALER, MGA OR INTERMEDIARY		
				NAME <sup>3</sup>	COMM.% OR FEE <sup>4</sup>	AJG OWNED? YES/NO
Brit Package	State National Ins. Company, Inc.	\$125,396	0 %	N/A		
Equipment Breakdown	Hartford Steam Boiler Inspection & Ins. Co.	\$4,495	0 %	Brokers' Risk Placement Services, Inc.	10 %	No
Crime	Hanover Insurance Company)	\$1,840	20 %	N/A		
Airport Liability	Old Republic Insurance	\$2,238	20 %	N/A		
Cyber Liability	BCS Insurance Company - \$2M Limit	\$9,795	15 %	N/A		
Cyber Liability	BCS Insurance Company - \$3M Limit	\$11,301	15 %	N/A		
Cyber Liability	National Union Fire Ins Co (AIG)	\$14,852	15 %	N/A		
Brokerage Fee			\$20,000			

Some carriers pay Gallagher supplemental or contingent commissions in addition to the policy commission. Contingent commissions are typically contingent upon performance factors such as growth, profit, volume or retention, while supplemental commissions are not. These supplemental or contingent commissions may range from less than 1% up to 10% of the policy premium. Please refer to the [Compensation Disclosure](#) or contact your Gallagher representative for additional information.

1 \* A verbal quotation was received from this carrier. We are awaiting a quotation in writing. The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

\*\* A written quotation was received from this carrier. The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

2 The commission rate is a percentage of annual premium excluding taxes & fees.

\* Gallagher is receiving \_\_\_\_\_% commission on this policy. The fee due Gallagher will be reduced by the amount of the commissions received.

3 We were able to obtain more advantageous terms and conditions for you through an intermediary/ wholesaler.

4 \* The non-Gallagher intermediary/wholesaler did not provide their compensation information for this proposal. The usual and customary compensation to a wholesaler/ intermediary ranges from 5% to 12%, but we cannot verify that range is applicable in connection with this proposal.

**Attachments**

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## Statement of Values 2016-2017

**City of Hays, KS**

*\* Refer to Additional Interest Worksheet to list your mortgagee or loss payee*

Loc	Bldg	Location Address (Do not include City & State)	Zip Code	Occupancy	Buildings	Contents	TIV	Const	Year Built
<b>TOTALS</b>					<b>\$ 42,333,287</b>	<b>\$ 4,032,331</b>	<b>\$ 46,365,618</b>		
1	1	1450 Golf Course Road	67601	Clubhouse	210,270	35,000	\$ 245,270	Frame	1987
1	2	1450 Golf Course Road	67601	Vaut #3	28,119		\$ 28,119	Frame	1992
1	3	1450 Golf Course Road	67601	Golf Cart Sheds(2)	57,700		\$ 57,700	Frame	2006
1	4	1450 Golf Course Road	67601	Golf Cart Sheds (3)	173,200		\$ 173,200	Frame	2006
1	5	1450 Golf Course Road, SE/2 of Sec 5-14-18	67601	Maintenance/Golf Cart Shed	115,463	10,400	\$ 125,863	Frame	1986
1	6	1450 Golf Course Road, SE/2 of Sec 5-14-18	67601	Garage #2 Fairway	5,900		\$ 5,900	Frame	1980
1	7	1450 Golf Course Road, SE/2 of Sec 5-14-18	67601	Golf Cart Shed S -Pro Shop	61,400		\$ 61,400	NC/MNC	2015
1	8	1450 Golf Course Road, SE/2 of Sec 5-14-18	67601	(2) RestroomsBldgs	40,000		\$ 40,000	JM	2016
1	10	1450 Golf Course Road	67601	Sched Golf Course Sheds (6)	204,180		\$ 204,180	NC/MNC	1996
1	11	1450 Golf Course Road, W/2 of Sec 5-14-18	67601	Pump House Pump/Motor (2)	28,119		\$ 28,119	NC/MNC	1996
1	12	1450 Golf Course Road	67601	Pump House & Equip (Pond) Golf C	283,000		\$ 283,000	NC/MNC	2010
2	1	1780 West 55th	67601	Sched Building Recycling Facility	726,800		\$ 726,800	NC/MNC	2001
3	1	2700 Vine	67601	Convention Visitors	1,575,400	416,000	\$ 1,991,400	JM	2007
4	1	28th and Fort Wilson	67601	Bath House (Swimming Pool)	488,400		\$ 488,400	JM	1980
5	1	400 Main (Hays Aquatic)	67601	Municipal Bath House (Swim Pool)	4,308,845	6000	\$ 4,314,845	MFR/FR	2000
6	1	5th & Pine	67601	Pratt-Optimist Soccer Shelter House	14,600		\$ 14,600	Frame	1999
6	2	5th & Pine	67601	Pratt-Optimist Soccer Field Playgrou	28,500		\$ 28,500	JM	2003
6	3	5th & Pine	67601	Pratt Optimist Soccer-Bleachers	22,500		\$ 22,500	JM	
6	4	5th & Pine	67601	Pratt-Optimist Soccer Field Irrigation	11,000		\$ 11,000	NC/MNC	
6	5	5th & Pine	67601	Pratt-Optimist Soccer Field Picnic T	1,133		\$ 1,133	Frame	

6	6	5th & Pine	67601	Pratt-Optimist Soccer Field Concess	41,343		\$	41,343	JM	
6	7	5th & Pine	67601	Pratt-Optimist Soccer Field Scorebo	3,900		\$	3,900	NC/MNC	
7	1	17th & Allen (Massey Park)	67601	Massey Irrigation Controller/Pump/M	11,000		\$	11,000	NC/MNC	
7	2	17th & Allen (Massey Park)	67601	Picnic Table Shelter (Massey Park)	1,133		\$	1,133	Frame	
7	3	17th & Allen (Massey Park)	67601	Drinking Fountain (Massey Park)	2,060		\$	2,060	NC/MNC	
7	4	17th & Allen (Massey Park)	67601	Playground Equipment (Massey Pa	29,800		\$	29,800	NC/MNC	2003
7	5	17th & Allen (Massey Park)	67601	Shelter House - (Massey Park)	17,400		\$	17,400	Frame	2004
7	6	17th & Allen (Massey Park)	67601	Restrooms (Massey Park)	69,500		\$	69,500	JM	2004
8	1	1546 East Hwy 40 Bypass	67601	Parks Office/Shop	153,000	52,000	\$	205,000	JM	1993
8	2	1546 East Hwy 40 Bypass	67601	Greenhouse	21,642		\$	21,642	Frame	2003
8	3	1546 East Hwy 40 Bypass	67601	Storage Equip Bldg Parks Dept	140,300		\$	140,300	NC	2012
8	4	East Hwy 40 (Stramel Park)	67601	Restrooms/Concession/Storage	159,341		\$	159,341	JM	1996
8	5	East Hwy 40 (Stramel Park)	67601	(3) Scoreboards (Stramel)	15,800		\$	15,800	NC/MNC	
8	6	East Hwy 40 (Stramel Park)	67601	Irrigation Control Pump Motor	6,757		\$	6,757	NC/MNC	
8	7	East Hwy 40 (Stramel Park)	67601	Storage Building/Pump House (Stra	13,500		\$	13,500	NC/MNC	
9	1	4th & Milner	67601	Glassman Park Restrooms,Concess	161,476		\$	161,476	JM	2004
9	2	4th & Milner (Glassman Park)	67601	Glassman Park-Irrigation	9,000		\$	9,000	NC/MNC	
9	3	4th & Milner	67601	Glassman Park-Scoreboard (5)	15,760		\$	15,760	JM	
9	4	4th & Milner ( Glassman Park)	67601	Glassman Park 11 Bleachers	28,840		\$	28,840	JM	2008
9	5	4th & Milner (Glassman Park)	67601	Glassman Park Drinking Fountain	2,060		\$	2,060	JM	
10	1	East Hwy 183 Alter & Main (Frontier)	67601	Disc Golf Course Basket (18)	9,116		\$	9,116	NC/MNC	
10	2	East Hwy 183 Alter & Main	67601	Picnic Table Shelter Circle Frontier	1,133		\$	1,133	Frame	
11	1	10th & Vine-(Speier Park)	67601	Speier Park-ConcessionsRR,& Stor	160,165		\$	160,165	JM	1996
11	2	10th & Vine (Speier Park)	67601	Speier Park -3 Scoreboards	15,760		\$	15,760	JM	1996
11	3	10th & Vine (Speier Park)	67601	Speier Park - Picnic table Shelter	1,133		\$	1,133	Frame	
11	4	10th & Vine	67601	Speier Park- Bathroom	50780		\$	50,780	NC/MNC	2008
12	1	Seven Hills Park 33rd & Hillcres	67601	Seven Hills Park - Shelter House	45,835		\$	45,835	JM	1997
12	2	Seven Hills Park 33rd & Hillcres	67601	Seven Hills Park-Playground Equipr	28,980		\$	28,980	JM	1997
12	3	Seven Hills Park 33rd & Hillcres	67601	Seven Hills Park-Shelter House	1,133		\$	1,133	JM	1997
12	4	Seven Hills Park 33rd & Hillcres	67601	Seven Hills Park- Shelter House	30,600		\$	30,600	Frame	2008
13	1	17th & Harvest	67601	Kwianis Park Shelter House	27,000		\$	27,000	Frame	1996
13	2	17th & Harvest (KwianisPark)	67601	Kwianis Park Playground Equipmen	28,725		\$	28,725	NC/MNC	1994
13	3	17th & Harvest (KwianisPark)	67601	Kiwanis Park pre-cast Restroom	40,100		\$	40,100		

14	1	East Highway 183 Alt.	67601	East Frontier Park - Shelter House	40,788		\$	40,788	JM	1990
4	2	East highway 183 Alt.	67601	East Frontier Park -Restrooms	67,228		\$	67,228	JM	1998
14	3	East Highway 183 Alt.	67601	East Frontier Park - Drinking Fountia	2,060		\$	2,060	JM	
14	4	East Highway 183 Alt.	67601	East Frontier Park - Playground Equ	23,175		\$	23,175	NC/MNC	2002
14	5	East Highway 183 Alt.	67601	East Frontier Park - Rubber Mulch	14,137		\$	14,137	Frame	2010
14	6	East Highway 183 Alt.	67601	East Frontier Park - Picnic Table Sh	1,133		\$	1,133	Frame	1990
14	7	East Highway 183 Alt.	67601	West Frontier Park - Bathroom	92,000		\$	92,000	NC/MNC	2009
14	8	East Highway 183 Alt.	67601	West Frontier Park - Picnic Table St	1,133		\$	1,133	Frame	
14	9	East Highway 183 Alt.	67601	West Frontier Park - 2-Shelter Hous	55,620		\$	55,620	Frame	1990
15	1	1st & Main (Municipal Park)	67601	Municipal Park - Shelter House	46,350		\$	46,350	NC/MNC	2006
16	1	South of 4th & Oak	67601	Municipal Park - Shelter House	46,350		\$	46,350	NC/MNC	2000
17	1	Dark Forest East Highway 183 A	67601	Dark Forest Park -Picnic Table Shel	1,133		\$	1,133	Frame	
18	1	33rd & Skyline	67601	Daniel C. Rupp Park - Shelter Hous	11,000		\$	11,000	Frame	1997
18	2	33rd & Skyline	67601	Daniel C. Rupp Park - Playground E	53,766		\$	53,766	JM	2009
19	1	30th & Grant, Aubel-Bickle	67601	Aubel-Bickle Park - Shelter House	12,730		\$	12,730	Frame	1996
19	2	30th & Grant	67601	Aubel-Bickle Park - Playground Equ	30,385		\$	30,385	JM	2003
19	3	30th & Grant	67601	Aubel-Bickle Park - Bathroom	44,700		\$	44,700	Frame	
19	4	30th & Grant	67601	Aubel-Bickle Park- Irrigation Controller/Pump	11,330		\$	11,330	NC/MNC	
19	5	30th & Grant	67601	Aubel-Bickle Park - Picnic Table & S	1,133		\$	1,133	JM	
19	6	30th & Grant	67601	Aubel-Bickle Park - Bleachers	11,330		\$	11,330	NC/MNC	
19	7	30th & Grant	67601	Aubel-Bickle Park - Skate Park Ligh	22,454		\$	22,454	NC/MNC	
19	8	30th & Grant	67601	Aubel-Bickle Park - Drinking Founta	2,060		\$	2,060	NC/MNC	
20	1	26th & Donald	67601	Hickok Shelter House	23,340		\$	23,340	NC/MNC	1998
20	2	26th & Donald	67601	Hickok Park-Playground Equip.	24,300		\$	24,300	NC/MNC	2002
20	3	26th & Donald	67601	Hickok Picnic Table Shelter	2,884		\$	2,884	Frame	
20	4	26th & Donald	67601	Hickok Park-Drinking Fountain	2,060		\$	2,060	NC/MNC	
21	1	17th & Lawrence	67601	Sunrise Park- Shelter House	16,223		\$	16,223	Frame	2007
21	2	17th & Lawrence	67601	Sunrise Park - Playground Equipme	30,100		\$	30,100	NC/MNC	2004
21	3	17th & Lawrence	67601	Sunrise Park - Restrooms	84,872		\$	84,872	JM	2005
21	4	17th & Lawrence	67601	Sunrise Park - 2 Backstops	6,490		\$	6,490	JM	
22	1	3950 East 8th	67601	Airport Terminal	1,171,456	83,554	\$	1,255,010	MFR/FR	1989
22	2	3950 East 8th	67601	Airport Terminal Generator & bldg	139,508		\$	139,508	NC	2009
23	1	East Highway 40	67601	Airport Maintenance Hangar A2	247,200		\$	247,200	NC/MNC	1982

23	2	East Highway 40	67601	Airport Hanger A10	189,829		\$	189,829	NC/MNC	1982
23	3	East Highway 40	67601	Airport Hangar A8	164,697		\$	164,697	NC/MNC	1982
23	4	East Highway 40	67601	Airport Fueling Jet Pumping/Filtering	108,150		\$	108,150	NC/MNC	1982
23	5	East Highway 40	67601	Airport Hanger E4	169,126		\$	169,126	NC/MNC	1982
23	6	East Highway 40	67601	Airport Hanger C8	140,286		\$	140,286	NC/MNC	1977
24	1	E 8th (Airport)	67601	Airport Firestation	1,330,183	18000	\$	1,348,183	NC/MNC	2010
22	3	3950 East 8th	67601	Airport Maintenance (old FireStation	214,446		\$	214,446	MFR/FR	1995
23	7	East Highway 40	67601	Airport H-4 Hanger (Werth)	209,296		\$	209,296	NC/MNC	1998
23	8	East Highway 40	67601	Airport F5 Hanger	250,290		\$	250,290	NC/MNC	1975
24	1	1000 Vine	67601	Main Water Softening Plant	3,632,600	168,714	\$	3,801,314	MFR/FR	1975
24	2	1000 Vine	67601	Concrete Tanks & Equip	486,881		\$	486,881	NC/MNC	1975
24	3	1000 Vine	67601	Pump House PCE Air Stripper	76,735		\$	76,735	MFR/FR	1975
24	4	1000 Vine	67601	Pump House Reservoir	9,857	20,353	\$	30,210	MFR/FR	1975
25	1	West of 10th & Vine	67601	Pump House Old Reservoir	9,857	11,783	\$	21,640	NC/MNC	1975
26	1	Metro Lane & Canterbury	67601	Elevated Water Tower-Metro Lane	1,217,048		\$	1,217,048	NC/MNC	1970
27	1	South of Pool Bath House City V	67601	City Well #C-24	4,635	2,142	\$	6,777	JM	1967
28	1	East Highway 40	67601	Chlorinator Bldg	14,523		\$	14,523	JM	1960
29	1	1 mile North of I-70	67601	Water Tower	779,000		\$	779,000	NC/MNC	1991
30	1	41st & Skyline	67601	Water Booster Station	48,700		\$	48,700	NC/MNC	1995
31	1	1011 A East Highway 40	67601	PCE Stripper Bldg. & Equip.	889,000		\$	889,000	NC/MNC	2000
31	2	1011 A East Highway 40	67601	KW Generator-Stationary 655026	106,000		\$	106,000	NC/MNC	
32	1	East Highway 40	67601	Storage Shed WWTP	37,000		\$	37,000	NC/MNC	1990
32	2	East Highway 40	67601	Wastewater Treatment Plant-Lab O	535,600	269,942	\$	805,542	MFR/FR	1970
32	3	East Highway 40	67601	Sludge Control Bldg. WWTP	182,500	89,981	\$	272,481	NC/MNC	1968
32	4	East Highway 40	67601	Sludge Transfer Bldg. WWTP	52,118	128,544	\$	180,662	MFR/FR	1960
32	5	East Highway 40	67601	Primary Digester WWTP	97,335	80,340	\$	177,675	MFR/FR	1968
32	6	East Highway 40	67601	Primary Basin #1	96,200		\$	96,200	NC/MNC	1969
32	7	East Highway 40	67601	Primary Basin #2 WWTP	144,921		\$	144,921	NC/MNC	1969
32	8	East Highway 40	67601	CL2 Contact Basin WWTP	24,300	22,495	\$	46,795	NC/MNC	1993
32	9	East Highway 40	67601	RWC #2 & Equipment WWTP	24,300	22,495	\$	46,795	NC/MNC	1996
32	10	East Highway 40	67601	Trickler Filter #3 WWTP	48,700		\$	48,700	NC/MNC	1968
32	11	East Highway 40	67601	Trickler Filter #4 WWTP	47,300		\$	47,300	NC/MNC	1968
32	12	East Highway 40	67601	Final Basin #1 WWTP	93,400		\$	93,400	NC/MNC	1960
32	13	East Highway 40	67601	Final Basin #2 WWTP	140,600		\$	140,600	NC/MNC	1969

32	14	East Highway 40	67601	Secondary Digester WWTP	112,500	21,424	\$	133,924	MFR/FR	1969
33	1	1002 Vine	67601	City Shop Water/Sewer Lift Pump	37,000		\$	37,000	NC/MNC	1982
34	1	Canterbury	67601	Smith Loveless- Canterbury Water/Sewer Lift Pump	37,000		\$	37,000	NC/MNC	1983
33	2	1002 Vine	67601	Smith Lift Station - City Shop-	37,000		\$	37,000	NC/MNC	1983
34	1	Commerce Parkway	67601	Smith & Loveless Lift Station - Commerce Parkway	37,000		\$	37,000	NC/MNC	1988
35	1	East Highway 40	67601	Lift Station	37,000		\$	37,000	NC/MNC	1985
36	1	27th & 183 Alt.	67601	Dakota Lift Station	121,700		\$	121,700	NC/MNC	1987
35	2	East Highway 40	67601	Blower Building	304,262		\$	304,262	MFR/FR	1994
35	3	East Highway 40	67601	Activated Sludge Basins	1,825,600		\$	1,825,600	MFR/FR	1994
35	4	East Highway 40	67601	TRW Bldg. WWTP	579,581	214,240	\$	793,821	MFR/FR	1994
35	5	East Highway 40	67601	Main Control Bldg. WWTP	608,524	214,240	\$	822,764	NC/MNC	1968
35	6	East Highway 40	67601	West Shed w/Generator	81,164	176,748	\$	257,912	JM	1995
35	7	East Highway 40	67601	Sand Filter WWTP	2,434,200		\$	2,434,200	MFR/FR	1994
35	8	East Highway 40	67601	Vault #1	28,100		\$	28,100	MFR/FR	1992
35	9	East Highway 40	67601	Vault #2	28,100		\$	28,100	MFR/FR	1992
35	10	East Highway 40	67601	Solid Transfer Bldg (Sewer)	146,000	112,476	\$	258,476	NC/MNC	1999
33	3	1002 Vine	67601	Garage & Warehouse (Serv. Dep)	632,876	824,824	\$	1,457,700	JM	1993
36	1	10th & Vine	67601	Parking Garage	219,000		\$	219,000	NC/MNC	1993
33	4	1002 Vine	67601	Salt Storage Building	28,600			\$28,600	Frame	
33	5	1002 Vine	67601	Salt Storage Building	21,733			\$21,733	Frame	
33	6	1002 Vine	67601	Salt Storage Building	21,733			\$21,733	Frame	
37	1	1507 Main	67601	Fire Dept. & City Office	4,237,000	324,197		\$4,561,197	NC/MNC	1970
38	1	13th & Fort	67601	Law Enforcement Center	0	224,952		\$224,952	MFR/FR	
33	7	1002 Vine	67601	Public Works Office/Shop	920,160	26,780		\$946,940	JM	1993
39	1	SW/4 29-15-18	67601	Well #S-8	5,800	20,353		\$26,153	JM	1999
40	1	SW/4 25-15-18	67601	Well #S-18		20,353		\$20,353	JM	1991
41	1	SW/4 28-15-18	67601	Well #S-10		20,353		\$20,353	JM	1967
42	1	SE/4 28-15-18	67601	Well #S-11	5,800	20,353		\$26,153	JM	1972
43	1	SE/4 27-15-18	67601	Well #S-13	5,800	20,353		\$26,153	JM	1977
44	1	SW/4 27-15-18	67601	Well #S-14	5,800	20,353		\$26,153	JM	1977
45	1	SW/4 27-15-18	67601	Well #S-16		20,353		\$20,353	JM	1982
46	1	SE/4 4-4-18	67601	Well #C-27		20,353		\$20,353	JM	1967

47	1	SE/4 3-14-18	67601	Well #C-28A		20,353	\$20,353	JM	1989
48	1	NW/4 32-15-18	67601	Well S-19	178,190		\$178,190	NC/MNC	2010
49	1	NE/4 29-15-18	67601	Well S-20	132,600		\$132,600	NC/MNC	2010
50	1	SE/4 26-15-18	67601	Well S-21	132,600		\$132,600	NC/MNC	2010
51	1	NE/4 26-15-18	67601	Well S-22	132,600		\$132,600	NC/MNC	2010
52	1	SW/4 25-15-18	67601	Well S-23	178,190		\$178,190	NC/MNC	2010
53	1	15-15-18	67601	Booster Station #1	27,800		\$27,800	NC/MNC	1967
54	1	SW/4 34-14-18	67601	Booster Station #2	33,600		\$33,600	NC/MNC	1957
55	1	SW 19-13-18w	67601	Well YE-1 (RTU Radio Ctrl for SCADA Sys)		20,353	\$20,353	JM	1993
56	1	SW 19-13-19w	67601	Well YE-2 (Radio Cntrl for SCADA Sys)		20,353	\$20,353	NC/MNC	1993
57	1	NE 19-13-18w	67601	Well C-32 (RTU/Radio Cntrl for SCADA Sy)		20,353	\$20,353	NC/MNC	1993
58	1	NW 29-13-18w	67601	Well C-33 (RTU/Radio Cntrl for SCADA Sy)		20,353	\$20,353	NC/MNC	1993
59	1	NE 13-14-19w	67601	Well D-1 (RTU/Radio Cntrl for SCADA Sy)		20,353	\$20,353	NC/MNC	1992
60	1	SE 18-14-18w	67601	Well D-2 (RTU/Radio Cntrl for SCADA Sy)		20,353	\$20,353	NC/MNC	1992
61	1	SE 18-14-18w	67601	Well D-3 (RTU/Radio Cntrl for SCADA Sy)		20,353	\$20,353	NC/MNC	1992
62	1	NW 20-14-18w	67601	Well D-4 (RTE/Radio Cntrl for SCADA Sy)		20,353	\$20,353	NC/MNC	1992
63	1	SW 13-14-19W	67601	Well D-5 (RTU/Radio Control for SCADA Sy)		20,353	\$20,353	NC/MNC	1992
64	1	SE 14-14-19w	67601	Well D-6 (RTU/Radio Cntrl for SCADA Sy)		20,353	\$20,353	NC/MNC	1992
35	11	East Hwy 40	67601	North Frontier Park Stone Shelter H	78,800		\$78,800	NC/MNC	2005
65	1	4th & Oak	67601	Larks Park- Stadiumw/ Restrooms &	565,000	25,000	\$590,000	NC/MNC	
65	2	4th & Oak	67601	Larks Park-Astroturf (on Ballfield)	150,000		\$150,000	JM	
65	3	4th & Oak	67601	Larks Park- Dugouts (2) w/Benches	5,400		\$5,400	JM	
65	4	4th & Oak	67601	Larks Park-Batting Cage	1,648		\$1,648	JM	
65	5	4th & Oak	67601	Larks Park -Water Tank & Hose Reel	1,648		\$1,648	NC/MNC	
65	6	4th & Oak	67601	Larks Park - Concession Bldg	35,000		\$35,000	Frame	2016
		4th & Oak	67601	Larks Park - Concession Storage	6,000		\$6,000	Frame	2016
		4th & Oak	67601	Larks Park - Apparel Bldg	6,000		\$6,000	Frame	2016
		4th & Oak	67601	Larks Park - Shelter	10,700		\$10,700	Frame	2016
66	1	101 Main	67601	Army Reserve Bldg.	1,406,980	25,000	\$1,431,980	JM	1970
66	2	101 Main	67601	Storage Shed	91,258	2,500	\$93,758	NC/MNC	1970
67	1	1243 Noose Road-Memorial Gar	67601	Gate Archway	46,350		\$46,350	NC/MNC	
67	2	1243 Noose Road-Memorial Gar	67601	Memorial Gardens Storage Building	17,922		\$17,922	NC/MNC	
67	3	1243 Noose Road-Memorial Gar	67601	Memorial Gardens Storage Building	11,700		\$11,700	NC/MNC	
68	1	2601 Vine Mount Alley Cemetery	67601	Shop/Storage Bldg. -Mount Allen Ce	18,540	8,000	\$26,540	JM	

69	1	10th & Main Union Pacific Plaza	67601	Union Pacific Plaza Fence, Benches	13,500		\$13,500	JM	
69	2	10th & Main, Union Pacific Plaza	67601	Irrigation Controller-Union Pacific Plaza	5,000		\$5,000	JM	
70	1	13th & Milner Park Island	67601	Park Island Picnic Table Shelter	1,133		\$1,133	Frame	
71	1	19th & Holmes	67601	Ekey Park- Playground Equip	17,400		\$17,400	JM	
71	2	19th & Holmes	67601	Picnic Table Shelter- Ekey Park	1,133		\$1,133	Frame	
72	1	41st & Autumn Lane-Rolling Hills	67601	Disc Golf Course Baskets 9-Rolling Hills	4,563		\$4,563	NC/MNC	
73	1	I-70 & Commerce Parkway Pterodactyl	67601	Sculptures & Lights	16,900		\$16,900	NC/MNC	
74	1	Various Park Locations	67601	Picnic Tables Various Park Locations	14,317		\$14,317	NC/MNC	
75	1	Commerce Parkway & Highway	67601	Sculpture & Lights "Welcome To Haystack	16,900		\$16,900	NC/MNC	
76	1	Vine (South of I-70)	67601	Sculpture & lights "Welcome to Haystack	16,900		\$16,900	NC/MNC	
77	1	Willow & Skyline	67601	Picnic Table Shelter (Whisnant)	1,133		\$1,133	Frame	
78	1	8th & Vine Blue Star Memorial Marker	67601	Blue Star Memorial Marker	11,200		\$11,200	NC/MNC	
79	1	2601 Vine Columbarium	67601	Columbarium	31,800		\$31,800	NC/MNC	2008
80	1	1104 Vine	67601	Shop/Storage Bldg (DOW Bldg)	137,800	5,000	\$142,800	NC/MNC	1968
24	5	1000 Vine	67601	Storage Shed	28,840	2,500	\$31,340	NC/MNC	1978
81	1	5810 B 230th Ave	67601	Shooting Range Building -30x60	191,000		\$191,000	Frame	2011
82	1	Hwy 183 & 230th Ave	67601	Lift Station (Sports Complex)	450,880		\$450,880	NC/MNC	2010
83	1	418 250th Ave	67601	Chlorination Building & Equip	178,200		\$178,200	NC/MNC	2010
84	1	1305 Canterbury	67601	Flag Poles - American Legion Park	21,700		\$21,700	NC	
84	2	1305 Canterbury	67601	10 Benches - American Legion Park	10,600		\$10,600	NC	
84	3	1305 Canterbury	67601	Monument - American Legion Park	3,183		\$3,183	NC	
85	1	1376 Hwy 183 Alternate	67601	Combination Soccer/Flag Football Goal	15,450		\$15,450	NC	2011
85	2	1376 Hwy 183 Alternate	67601	Concession Restroom Bldg SW 4Plex-26.8x58.6 Sports Complex	290,687		\$290,687	NC	2011
85	3	1376 Hwy 183 Alternate	67601	Playgr Unit, Rubber Surface, Netting, Shade Structure	90,640		\$90,640	NC	2011
85	4	1376 Hwy 183 Alternate	67601	NE Baseball/Softball Concessions Bldg 27x59 Sports Complex	256,750		\$256,750	NC	2011
85	5	1376 Hwy 183 Alternate	67601	Football/Soccer Concessions Bldg 27 x 59 Sports Complex	256,750		\$256,750	NC	2011
85	6	1376 Hwy 183 Alternate	67601	Trash Enclosures 12.6 x 13.6 Sports Complex	4,870		\$4,870	Frame	2011
85	7	1376 Hwy 183 Alternate	67601	Shade Structures (2) - 24x36 Sports Complex Concession	30,900		\$30,900	NC	2011

85	8	1376 Hwy 183 Alternate	67601	Baseball/Softball Scoreboards (8)- Sports Complex	123,600		\$123,600	NC	2011
85	9	1376 Hwy 183 Alternate	67601	Shade Structure & Bleachers (16) - Sports Complex	41,700		\$41,700	NC	2011
85	10	1376 Hwy 183 Alternate	67601	Maintenance Bldg - Sports Complex	222,480		\$222,480	NC	2011
	11	1376 Hwy 183 Alternate	67601	Shelter #1 - Dog Park	7,266		\$7,266		2015
	12	1376 Hwy 183 Alternate	67601	Shelter #2 - Dog Park	8,304		\$8,304		
86	1		67601	Storage Shed for Golf Carts	47,807		\$47,807		
87		1000 Vine	67601	Maintenance Bldg	\$290,000		\$290,000		

**City of Hays, KS Equipment Schedule**

[#]	*Cust #	Model Year	Description	Id #/	Serial #	Amount of Insurance
3	UD	2002	JD Backhoe w/hydraulic paving breaker	#849	104T0310SG904303	70,100
5	PWSE	1980	Homelite Power Plant E-1700-1		91692834	7,000
7	PWSE		Lighted Arrow Board			5,000
8	PWSE	2002	Ingersoll-Rand Air Compressor		108170096	1,800
9	PWSE	1999	Plate Temper			2,300
10	PWSE	1999	Sand Temper			1,700
11	PWSE		4 Concrete Saw Stihl - TS-350			4,000
16	PWSE	1972	Blader Son V Plow-V-10		7143	2,000
17	PWSE		Meyer Snow Plow/Trk Mounts-NI-120 (7)			23,333
18	PWSE		Meyer Snow Plow/Pickup Mts (6)			19,200
20	PWSE	1985	Root Snow Blower RB8	878	22456	36,000
22	PWSE		Sun Tune Up Test/Cabinet		30E11451/17076 C-38	2,500
23	UD	1989	Homelite 3" water pumps		111OP31/48202472	3,000
24	UD		Pipe Thawing Machine		120783	3,000
25	PWSE	1991	PM Eraser		PME02503	5,000
26	PWSE		Miller Roughneck Portable Welder		JH305488	2,000
27	PWSE		Miller Millermatic 200 Wire Feed Welder		KB078965	2,700
28	PWSE		Hypertherm Max 42 Plasma Cutter		MX 42-7167	2,550
30	PWSE	1996	Case 621 BXT Front End Loader	815	JEE050643	93,852
32	PWSE	1997	Case Backhoe Tractor	848	580SL-JJG0199499	54,251
33	PWSE	1996	Ingersoll-Rand Compressor	880	261558	10,700
34	PWSE		Henderson Salt Spreader		5YC	13,000

35	PWSE		Swenson Salt Spreader (2)			5YC	26,000
36	PWSE		Henderson Salt Spreaders (3)			1.5CY	12,000
37	PWSE		Hydraulic Tamper				5,000
38	PWSE		IRC Combination Compactor/Roller Case	828		CR22 #162456	28,400
39	PWSW	1996	Hydroblaster Steamer			96120026	4,400
40	PWSE		5000 Gal Tank for 2650 Brine Maker				4,542
41	PWSE		Ice Killer System & 2650 Brine Maker				5,650
42	PWSE	2004	Volvo L70E Wheel Loader	856		L70EV60402	104,000
45	PWSE	2007	Porter Cable 10KW Generator			2612015736	2,500
46	PWSE	2007	Husquauarna Saw - TGTF54800D FP 30"	874		1245339001	15,650
47	PWSE	2007	Billy Goat Grazor Model 624515			120406108	10,000
48	PWSE	2007	Billy Goat Grazer Model 4513			120406110	10,000
50	PWSE	2002	John Deere Grader w/Plow	813		DW760CH583046	130,000
51	PWSW		Excel EX011 Horizontal Baler	516			37,085
52	PWSW		DeHart Inground Conveyor	516			13,767
53	PWSW	2001	Melroe G773 Skid Steer Loader	507		517619801	17,088
54	PWSW	2001	KPAC compactor w/ 2 40 yrd receivers	517		MDL KP2SH	17,289
57	UD-WW		2 Dumpsters Heavy Duty 1 Cubic Yard		Wastewater Plant	1016	2,000
58	UD-WW		Dumpster Stainless Steel		Wastewater Plant		3,000
59	UD	1996	750 KW Detroit Diesel Generator	658		16VF013540	102,000
60	UD-WW		Kohler Power Systems Diesel Portable Generator		Wastewater Plant	180R0ZJ71 #189911	40,000
61	UD-WW	1980	Power Generator ONAN-30DOA		Wastewater Plant	1800527568	12,000
63	UD-WW	1987	Kohler Generator 180KW		Wastewater Plant	259087	3,500
64	UD	1980	Army Generator 10KW	659		FA67-00155	3,500
65	UD	2003	Grass Hopper Mower #225	656		3133805251	2,625

66	UD-WP		60 Hertz Diesel Portable Generator - 27 5KW Detroit	Water Plant	6V141936	35,000
69	UD	2002	Grass Hopper Mower 720K	605	5214120	8,000
73	PWWP		60 KW Generator	Water Plant	DZ04128	6,000
74	PWWP		60 KW Generator	Water Plant	0Z03099	6,000
77	PWUM	1998	Hydra-Stop Tapping 7 Line	Water Plant	4120-8THSLD	30,000
79	Park	2008	Jacobsen HR-5111 Mower	480	6911607679	41,251
80	Park Go	2008	Tri-plex Reel Mower	1008	6704305715	21,747
81	Parks	2004	Vermeer brush chipper	510	1VRY121Z141000149	28,000
87	PW/Airp	1996	Case 621B Loader	200	JEE0051316	99,300
88	PW/Airport		Blade	Airport	1153	11,000
94	PW/Airp	2003	Jacobson HR 5111 Mower	454	6911606802	33,954
95	Park		Irrigation controller w/Weather Station (Massey park)			3,350
98	Park-Ba	2001	Yamaha Grizzly ATV w/Sprayer YFM600 FMR	415	JY4AJ02Y41A010187	7,108
99	Park Go	1995	JD Tractor 440 Front Loader Attachment	For 440	W00440X005392	2,500
100	Park Go	1995	JD 8A Backhoe Attachment	For 440	M0008AX140039	2,500
101	Park-Ballpark		JD 673 Tiller Attachment	for 469		2,061
102	Park	2001	Vermeer TS-44A Tree Spade	445	1VRC161P2Y1005294	20,306
103	Park	2002	Skid Steer Loader 216 Cat	416	04NZ01575	15,500
104	Park		Colorado Timer System - AQUATIC CENTER	@ Parks Dept & HMC		37,150
105	Park	2003	JD Tractor w/Tiger Flail Mower	456	L06615D365427	78,362
106	Park		Bobcat 15C Auger Attachment w/bits		944207942 (auger)	3,345
107	Park		JD GS66 Grapple Bucket			1,759
108	Park-Ba	2004	Landpride Overseeder Attachment OS1572		430803	8,735
110	PW/SWD		Dixie Chopper XW 250060 Zero Turn Radius	431	28032	7,970
111	PW/Airp	2004	Jacobson HR5111	462	6911606931	38,000

112	Parks-B	2006	Aerator Southern Green Attachment SR72	1004	7060727	20,800
113	Park	2006	Jacobsen Cushman Turf Truckster	1005	2427378	14,281
114	Park-Ba	2005	Kubota 4wd/Cab Compact Tractor and attachments L5030 HSTC 52.2 HP	469	38568	33,400
115	Park-Ce	2008	Walker MDDSD Mower & Cab	479	08 95147	17,404
117	Park	2008	JD Worksite Pro BL7 Snow/Utility Blade	for 416	T0BL07X110033	2,270
118	Park-Ba	2008	Snow Blade (for ATV)	For 415		1,187
122	Park-Pool		Reach-In Freezer, True Mfg Co #T-49F		4281551	2,999
125	Park-Pool		Pool Vacuum, Wildcat G 3.5 Spectra Clean Filtration System			2,675
126	Park	2009	Komatsu Front End Loader Model WA200-6-N w/	487	70564	110,500
128	Park Go	2000	Verticutter Reels			3,000
138	Park Go	2004	JD F687 Mower	464	TCF687X030185	5,935
141	Park Go	1994	JD Tractor 970	440	M00970B14OD64	16,000
142	PW/Airp	2000	Jacobson HR5111	428	69116005267	31,000
143	Park Go	2005	Cushman 4 Wheel Truckster w/200 Gal Sprayer & Cab	1003	2329241/050451	25,960
146	Park Go	2005	Lely Spreader		23202110055310	3,400
147	Park Go	2006	Bluebird Sod Cutter SC550		061277183	3,425
150	Park Go	2007	Easy-Go Fleet TXT Golf Cart	476	2503720	5,000
151	Park Go	2008	Jacobsen Gplex III Mower	478	FJ000599	20,300
153	Park Golf		Core Harvester	451	888670	8,956
154	Park-Ce	1990	245 IH Case Tractor	817	CCJ0010701	3,500
156	Park-Cemetery		42" Walker Snow Blower Attachment			3,246
158	PWSE	2009	1350T Arrow Hammer Pavement Breaker	868	7018	89,427
159	PWSE	2009	Graco Paint Striper Mdl 5900	867	BA1423	10,215
160	Park Go	2009	Toro ProCore Processor attachment 09749	490	290000130	21,394
161	Park Go	2009	Kubota RTV 1100 Four Wheel Utility Vehicle	488	22600	17,155

163	PWSE	2008	Bobcat Skid Steer w/ Bucket	864	A5GM20685	33,964
164	PWSE	2009	40" Bobcat Planer Used on 2008 Bobcat	869	1027251/ 991400869	18,011
165	park	2009	Toro Groundsmaster 4000-D Mower	481	290000337	43,475
166	Park	2009	Toro Groundsmaster 4000-D Mower	482	290000307	43,475
167	Park Go	2009	Jacobsen SLF-1880 Mower	483	6792302057	34,440
168	Park Go	2009	Jacobsen SLF-1880 Mower	484	6792302264	34,440
169	Park Go	2009	Jacobsen AR-522 Mower	485	6808201941	41,000
170	Park Go	2010	Kubota RTV900 Utility Vehicle	491	A0852	12,500
171	Park Go	2010	Kubota RTV500 Utility Vehicle	492	20020	7,801
172	Park Go	2010	Pro Core 1298 Aerator	493	310000117	27,215
173	PWSE	2010	Curb Roller Machine	877	CE1002081	3,900
176	PWSE	2007	Speedy Screed	875		7,800
177	PWSE		Rock Drill			6,870
178	PWSW	2010	Aeromaster PT-120 Compost Turner	518	504	35,890
179	Parks	2010	JacobsenR-311 Mower Model R311	497	6916601790	43,969
180	Park Go	2010	Greens King IV Plus Model 062303	GC494	6230301841	16,478
181	Park Go	2010	Greens King IV Plus Model 062303	gc495	6230301842	16,478
182	Park Go	2010	Toro Turfco Widespin Tropicdresser Pull Behind M	496	m00118	11,900
183	Park Go	2010	Tournament Ultra Greens Roller w/Trailer	499	T3537	10,600
184	UD	2010	Kubota Tractor L5740 HSTC-3 w/Loader LA854	663	#71016 (Loder #B2104)	36,000
185	Park-Ba	2011	430D Grasshopper Mower Cat NO #534191	1401	6065026	13,691
186	Park Go	2011	Kubota RTV500 Utility Vehicle STK8543	1402	25959	8,400
187	Park Go	2011	Greens King IV Plus Model 062306	1403	623061722	22,328
188	PW-Airport		Material Spreader			3,888
189	Park-Co	2011	Kubota RTV500-A utility Vehicle	1404	23234	8,770

190	Park-Co	2011	Kubota RTV1100CW9-T Utility Vehicle	1405	27111	16,965
191	Park-Co	2011	Kubota L5740 HSTC Tractor	1406	71337	38,398
192	Park-Co	2011	Toro GM4100D Mower	1407	310000231	46,197
193	Park-Co	2011	Toro GM4100D Mower	1408	311000125	46,197
194	Parks	2011	Jacobsen 311T Mower	1412	61917101852	18,360
195	PW/Airp	2001	JD Model 1517 Mower		W01517E004815	9,179
196	PWSW	2000	Jacobson HR 5111 Mower	427	69116005329	31,000
197	PW/Airp	2010	Myer E58H Snow Blade (Pickup)		1065215988	4,400
198	City Hall	2010	Kohler Generator 100 KW	257	2314260	27,500
199	PWSE	2009	Monroe Anti-icing Unit	873	00181123-A	13,716
200	PWSW	2011	New Holland T6050 Tractor w/840 TL Loader & G	519	ZBBD04826 Bucket-YAWLL0066	87,800
201	PW/Airp	2007	Massey 596 Tractor	208	BS43062	23,250
202	PWSW	2006	Wildcat 516 Trommel Screener	520	1V9SF40176F35148	62,500
203	PWSE	2012	Asphalt Seal Coating Sprayer 225 Gallon	884	402304	3,409
204	Parks	2012	Grasshopper 930D	1413	6214278	16,004
205	Park-Ba	2012	Grasshopper 430D (Sports Complex)	1414	6214472	17,962
206	Park-Co	2012	49-CF Master-Bilt Reach-In Refrigerator (3)MBR49-S		10110016, 10110017, 10120036	5,668
207	Park-Co	2012	49-CF Master-Bilt Reach-In Freezer (2 MBF49-S)		10120001, 10120037	4,802
208	Park-Co	2012	Scotman Ice Maker & Bins (2) C0530MA-1B, #B530S(Bin)		11031320014506, 11011320013025	5,782
209	PW-Airport		Rotary Broom		RMB325	7,000
210	PWSE	2012	Volvo Pneumatic Roller Model PT125R	887	VCEDT125E0S326001	56,850
211			Kubota Cargo Box Spreader Assembly	V4405	201030	3,550
212	Parks		Spike Tooth Harrow Attachment	STH1590	866297	850
213	Parks	2014	Multi Pro 1750 Sprayer	1423	41188	35,526
214	Public W	2014	Airman Air Compressor		B4-6E10051	22,000

215 Parks	2015 Groundmaster 4300D Mower	1424	314000123	46,524
Parks	2015 Kubota Tractor with loader attachments	1425	MODEL #L3400HS TC (tractor) - #LA1055 (loader attachment) - #BH92 (backhoe attachment) Serial #40454 (tractor) - #A5415 (loader attachment) - #A65351 (backhoe attachment)	51,342
Parks	Kubota 72" V-Plow Attachment		21510627	5,420
Parks	26' Deckover Tilt Trailer	1426	4P5F82623G1249037	6,420
Parks	Skate Park Equipment: Jersey Barrier, Skate Bench, Grind Rail, Grind Box, Grindbox Radius, & Skateboard Bench			14,823
Parks	Toro Groundsmaster 4000-D Mower	1427	316000537	60,460
<b>Total Scheduled Contactor's Equipment</b>				<b>3,332,446</b>

## AUTOMOBILE SCHEDULE 2016-2017

City of Hays

No.	Year	Make	Model	Vin No.	Class Codes	Cost New	Comprehensive Deductible	Collision Deductible
1	1936	Ford	Fire	4060	9620	0	1000	1000
2	1996	Ford	F250 4x4 Pickup	1FTHX26H2TEB16993	1499	21,910	1000	1000
3	1997	International	Navistar Fire w/fire app	1HTSEAAN6VH437488	7909	300,000	1000	1000
4	1998	HME 1871-SFO	Fire Truck w/fire app	44KFT4282WWZ18876	7909	275,000	1000	1000
6	1997	HME	Fire Truck w/fire app	44KFT4272VWZ18608	7909	230,000	1000	1000
7	2002	Central States	Fire Truck w/fire app	44KFT64892WZ19798	7909	528,873	1000	1000
8	1992	International	Dump	1HTSCPHR7NH439414	31499	36,500	1000	1000
9	1993	IHC	Sewer Cleaning Equip	1HTSCPHR8PH515192	40599	65,400	1000	1000
10	1997	Chevrolet	Dump	1GBP7H1J5VJ107339	21499	47,800	1000	1000
11	1998	Chevrolet	1/2 Ton	1GCEC14WXWZ215648	1499	15,799	1000	1000
12	1998	Chevrolet	1/2 Ton	1GCFC29RXWE192991	1499	19,450	1000	1000
14	2001	Ford	1/2 Ton	1FTZF17261NB60262	1499	16,550	1000	1000
15	2001	Trailmax	Utility	1G9KS26281065557	68499	8,949	1000	1000
16	2001	Traileze		1DA12TR551P015634	68499	18,493	1000	1000
17	2002	Chevrolet	2500	1GCHK24UX27270406	1499	21,212	1000	1000
18	2002	GMC	w/ Utility Box	1GDG24U12Z260903	21499	22,000	1000	1000
19	1992	IHC	Refuse w/ Packer	1HTSCPHN4NH439416	40479	43,940	1000	1000
20	1991	IHC		1HTSCNPN3MH366205	31499	49,025	1000	1000
21	2003	Mack	Refuse	1M2P296C13M065561	40479	139,000	1000	1000
22	2003	Mack	Refuse	1M2P296C33M065559	40479	139,000	1000	1000
23	2003	Mack	Refuse	1M2P296CX3M065560	40479	139,000	1000	1000
25	1993	Dodge		1B7KM26Z8PS265536	1499	18,000	1000	1000
26	1992	Utility		4FJFS1626N107B010	68499	-	1000	1000
27	2000	GMC	3/4 Ton	1GTGK29J6YF489481	21499	25,910	1000	1000
28	2000	Homemade		KS121729	68499	1,500	1000	1000
29	2002	GMC		1GTHK24G02E240509	1499	23,509	1000	1000
30	1994	Chevrolet		1GCEK14Z6RZ214644	1499	14,000	1000	1000

31	1998	International	Vacuum	1HTGLADT7WH503120	50499	90,000	1000	1000
32	2001	Ford	F250	1FTNF20L91ED50645	21499	26,701	1000	1000
33	2001	Ford	F450	1FDXF46S21ED33569	21499	40,000	1000	1000
34	1996	Sprint	Car	1S9CF1823SH464032	68499	-	1000	1000
35	1996	Chevrolet	1/2 Ton	1GCEC14W7TZ174276	1499	14,130	1000	1000
36	1997	H&H		4J6US1011VB702043	68499	3,500	1000	1000
37	2001	Chevrolet	1/2 Ton 4x4	1GCEK14T61Z257848	1499	22,116	1000	1000
38	2001	Ford	F450	1FDXF46S41EC00795	21499	31,383	1000	1000
39	1997	Ford	F150	1FTDF17W3VKD31148	1499	8,150	1000	1000
40	2002	Ford	F250	1FTNF20LX2EC33044	21499	18,523	1000	1000
41	1998	Chevrolet	S10	1GCDT19X9W8217605	1499	15,000	1000	1000
42	2001	Chevrolet	Silverado	2GCEK19TX11292667	7911	26,156	1000	1000
44	2002	International	4300 MDL w/ Blade	1HTMMAAN12H552099	31499	57,000	1000	1000
45	2003	Ford	F250	3FTNF20L83MB47713	1499	17,821	1000	1000
46	2003	H&H	22'	4J6UF24273B050880	68499	3,125	1000	1000
47	2003	Ford	F250	3FTNF20L43MB47711	1499	18,405	1000	1000
48	2003	Ford	F250	3FTNF20L63MB47712	1499	18,405	1000	1000
49	2004	Sterling	Acterra Dump	2FZACGCS24AM72635	31499	20,000	1000	1000
50	2004	Ford	F350	1FTSF30S34EC69791	21499	19,138	1000	1000
51	2004	GMC	3/4 Ton	1GDHC24U34E323448	21499	17,284	1000	1000
53	2005	Ford	F250	1FTNF20585ED29275	1499	16,900	1000	1000
54	2005	Ford	F250	1FTNF20525ED29272	1499	17,000	1000	1000
55	2005	Ford	F250	1FTNF20565ED29274	1499	16,900	1000	1000
56	2005	Ford	F250	1FTNF20545ED29273	1499	16,900	1000	1000
57	2005	Ford	F250	1FTNF21515ED29276	1499	19,600	1000	1000
58	2006	Ford	F350	1FTWW33P86EA19233	1499	50,173	1000	1000
59	2006	Ford	Aerial	1FDAF56P16EA41345	40499	88,500	1000	1000
60	2006	Surrey		1F9BE362165217643	68499	0	1000	1000
61	2006	Ford	138 Econoline	1FTNE24W06DA67796	1499	15,000	1000	1000
62	1997	Chevrolet	Dump	1GBP7H1J5VJ107440	31479	57,459	1000	1000
63	1998	Chevrolet		1GBK34F6WF032512	21499	33,412	1000	1000
65	2006	PJ	Gooseneck	4P5GN242761087749	68499	4750	1000	1000
69	2007	Ford	Taurus	1FAFP53U77A122754	7398	13,000	1000	1000
73	2007	Chevrolet	Malibu	1G1ZT57N37F291395	7911	21,000	1000	1000

74	2007	Chevrolet	Malibu	1G1ZT57N47F292068	7911	21,000	1000	1000
75	2007	Freightliner Ladder Tru	Fire Truck	1FVACYDJ67HX99442	7909	369,992	1000	1000
76	2008	American LaFrance	Refuse Trk-Concord	5SXAANDC78RZ55509	40479	152,851	1000	1000
77	2008	American LaFrance	Refuse Trk-Concord	5SXAANDC38RZ55510	40479	152,851	1000	1000
78	2008	American LaFrance	Refuse Trk-Concord	5SXAANDC58RZ55511	40479	152,851	1000	1000
79	2008	PJ	78'x14 Tandem Axle D	4P5D6142581112600	68499	6,250	1000	1000
80	2008	Ford	F150 Reg Cab	1FTRF12298KD09024	1499	13,701	1000	1000
81	2008	Ford	Ranger	1FTZR45E78PA78402	1499	18,258	1000	1000
82	2008	Ford	F250	1FTNF21558ED69770	1499	18,950	1000	1000
83	2008	Wells Cargo	Rescue	1WC200J2082063413	68,499	8,000	1000	1000
84	2008	Chevy	Trailblazer	1GNDD13SX82213833	7909	20,067	1000	1000
85	2008	Chev	Impala	2G1WS583581287988	7911	18,210	1000	1000
86	2008	Chev 3500 HD	Pickup	1GCJK33668F226262	7909	34,078	1000	1000
87	2009	Ford F250 4x4	Pickup	1FTNF21569EA62982	1499	20,215	1000	1000
88	2009	Ford F250 4x4	Pickup	1FTNF21529EA62980	1499	20,215	1000	1000
89	2009	Ford F150 4x2	Pickup	1FTRF12809KB89751	1499	14,705	1000	1000
90	2008	Vactor Comb Sewer	Truck	2FZAATDCX7AY48914	40479	241,785	1000	1000
91	2009	Toyota	Prius	JTDKB2OU797890888	7398	25,970	1000	1000
92	2009	Toyota	Prius	JTDKB2OUX97876922	7398	25,970	1000	1000
93	2009	Toyota	Prius	JTDKB2OU093470106	7398	25,970	1000	1000
94	2009	Toyota	Prius	JTCKB2OU293475498	7398	25,970	1000	1000
95	2009	Chev	Impala	2G1WS57M491300645	7911	19,427	1000	1000
96	2009	Chev	Impala	2G1WS57MX91301671	7911	19,427	1000	1000
98	2009	Chev	Impala	2G1WS57M391299438	7911	19,427	1000	1000
99	2009	Ford	Ranger	1FTZR45EX9PA54709	1499	19,218	1000	1000
100	2009	Ford	F250	1FTNF21519EA88051	1499	20,215	1000	1000
103	2009	Ford	F250	1FDNF20589EA62981	1499	20,215	1000	1000
104	2009	Ford	F250 4x4 Pickup	1FTNF21569EA62979	1499	20,000	1000	1000
105	2009	Freighliner Rescue/Pu	Fire Truck	1FVACYBS49HAE4660	7909	201,500	1000	1000
106	2010	Ford	F250 4x4 Pickup	1FTNF2B54AEB38198	1499	20,125	1000	1000
107	2010	Ford	F250 4x4 Pickup	1FTNF2B56AEB38199	1499	20,355	1000	1000
108	2010	Ford	F250 4x4 Pickup	1FTNF2B59AEB38200	1499	20,355	1000	1000
109	2010	Chev	Impala	2G1WA5EK1A1192378	7911	17,907	1000	1000
110	2010	Ford F250 4x2	Pickup	1FDNF2A56AEB38197	1499	21,119	1000	1000

111	2010	Dodge Dakota	Pickup	1D7RW3GK1AS208141	1499	17,749	1000	1000
112	2010	Chev	Impala	2G1WD5EM4A1219906	7911	19,960	1000	1000
113	2010	Chev	Impala	2G1WD5EM9A1220758	7911	19,960	1000	1000
114	2011	Ford F350 w/Equip	Pickup	1FDRF3GT7BEA37409	1499	38,220	1000	1000
115	2010	Rosenbauer Gen Safe	Truck	1R95WE680AW490542	7909	567,991	1000	1000
116	2010	PJ 28' gooseneck	Trailer	4P5FS2820A1141562	68499	5,650	1000	1000
117	2011	Ford Fusion	FWD	3FAHP0GA1BR243371	7911	14,296	1000	1000
118	2011	Ford Fusion	FWD	3FAHP0GAXBR243370	7911	14,296	1000	1000
119	2011	Chev	Impala	2G1WD5EM6B1239057	7911	20,280	1000	1000
120	2011	Chev	Impala	2G1WD5EM2B1240772	7911	20,280	1000	1000
121	2011	Chev	Impala	2G1WD5EM3B1241168	7911	20,280	1000	1000
122	2011	Chev	Impala	2G1WD5EM6B1241911	7911	20,533	1000	1000
123	2011	Ford F250	Pickup	1FTBF2A60BEC36630	1499	18,360	1000	1000
124	2011	Ford F250	Pickup	1FTBF2A64BEC36629	1499	18,360	1000	1000
125	2011	Chev Traverse		1GNKVEED0BJ334777	7909	25,000	1000	1000
126	2011	Toyota Prius	Hybrid	JTDKN3DU7B0303711	7911	26,824	1000	1000
127	2011	Ford F250	Pickup	1FTBF2A62BEC78328	1499	18,360	1000	1000
128	2012	Dodge	Charger	2C3CDXAG6CH205168	7911	22,146	1000	1000
129	2012	Ford F250	Pickup	1FTSF2A69CEB68359	1499	19,061	1000	1000
130	2012	Elgin Crosswind	Sweeper	1FVACXDT7CHBN4338	7920	195,885	1000	1000
131	2013	Ford F150 4x4	Pickup	1FTFW1EF9DFA20651	1499	27,000	1000	1000
132	2012	PJ 12'	Trailer	4P5U81214C2171645	68499	1,775	1000	1000
133	2013	CHEV	Silverado	1GCNCPEX6DZ318136	1499	16,595	1000	1000
134	2013	Ford	Explorer	1FM5K8AR1DGC64218	1499	25,865	1000	1000
135	2013	Ford	Explorer	1FM5K8AR3DGC64219	1499	25,865	1000	1000
136	2013	Ford	F250 4x2 Pickup	1FTSF2A60DEB09699		\$19,297	1000	1000
137	2013	Ford	F250 4x2 Pickup	1FTSF2A63DEB09700		\$19,297	1000	1000
138	2013	Ford	F250 4x4 Pickup	1FTSF2B67DEB09701		\$21,772	1000	1000
139	2013	Wells Cargo	6x12 Trailer	1WF200E17D2031198		\$2,755	1000	1000
140	2013	Ford	E450 Rapid Deploymer	1FDXE4FS0DDB27132		\$61,861	1000	1000
141	2014	Ford	F350 Utility Truck	1FDRF3GT5EEB52840		\$40,493	1000	1000
142	2014	Chevrolet	Traverse AWD 4-door U	1GNKVFED2EJ304948		\$25,854	1000	1000
143	2014	Kubota	RTV 1100 Utility Vehicl	15857		\$16,900	1000	1000
144	2015	PJ	Trailer	3CVU71212F2529004		\$1,840	1000	1000

145	2015	Crafc	Cracksealer	1C9SH1222F1418017		\$33,080	1000	1000
146	2015	Haulmark	Trailer	575GB2821FH288017		\$12,030	1000	1000
147	2015	Ford	Expedition EL 4X4	1FMJK1GT0FEF30710		\$32,275	1000	1000
148	2015	Wanco WVT3	Message Board Trailer	5F12S1216F1000990		\$14,895	1000	1000
149	2016	International	7400 SBA 4X2	3HAWCSTR4GL065286		\$172,849	1000	1000
150	2016	Ford	Transit Connect XL Van	NM0LE7E76G1231659		\$21,954	1000	1000
151	2016	Ford	F-150 Pickup	1FTMF1E86GKD05568		\$22,135	1000	1000
152	2016	Ford	Explorer Police	1FM5K8AR1GGC27867		\$28,033	1000	1000
153	2016	Ford	Explorer Police	1FM5K8AR3GGC27868		\$28,033	1000	1000
154	2016	Ford	Police Interceptor	1FAHP2MK7GG109312		\$24,951	1000	1000
						6,706,295		

## Gallagher Compensation Agreement

THIS COMPENSATION AGREEMENT is made and entered into and effective the 1st day of July, 2015 ("Effective Date") by and between CITY OF HAYS, KS, a Kansas City municipality ("Client"), and ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC., an Illinois corporation ("Gallagher").

### I. TERM AND TERMINATION

This Agreement shall commence on the Effective Date for a term of one (1) year and shall automatically renew on the first anniversary of the Effective Date and annually thereafter for additional five- (5) year terms but may be terminated by either party at any time upon one hundred twenty (120) days prior written notice.

### II. OBLIGATIONS OF GALLAGHER

Gallagher will provide the services set out on Exhibit A attached hereto (collectively, the "Services") to Client. If the Services include the placement of insurance coverages, Gallagher will use its commercial best efforts to secure such insurance coverages on Client's behalf. In the event an insurance company cancels or refuses to place such insurance coverages, Gallagher will use its commercial best efforts to obtain the coverage from another insurance company.

### III. OBLIGATIONS OF CLIENT

Client shall remunerate Gallagher its usual and customary brokerage commission for the Services. In addition to or in lieu of commission, Client shall pay Gallagher an annual fee of \$20,000 for the Services, which such fee may be revised at the time of renewal of this Agreement by the execution of an amendment to this Agreement signed by the parties hereto. If work is required to be performed in addition to the Services, Client agrees to compensate Gallagher for such additional work at its usual and customary rates. So long as the terms and conditions of the Services are substantially similar and Gallagher's performance is acceptable, in subsequent years the annual fee shall be increased 0% over the prior year, and shall be payable and earned as provided herein.

### IV. DISCLOSURES

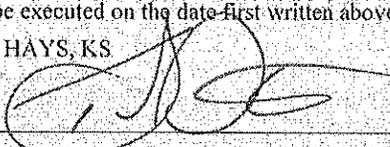
- A. In addition to such fees and commissions provided herein, Gallagher may also receive investment income on fiduciary funds temporarily held by it, such as premiums or return premiums. Other parties, such as excess and surplus lines brokers, wholesalers, reinsurance intermediaries, underwriting managers, captive managers and similar parties, some of which may be owned in whole or in part by Gallagher's corporate parent, may earn and retain usual and customary commissions and fees in the course of providing insurance products to clients. Gallagher may also participate in contingent and supplemental commission arrangements with insurance companies. Contingent commission arrangements provide for additional contingent compensation if underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company, not on an individual policy basis. Supplemental commissions, unlike contingents, are known at the effective date of the policy, but are typically paid later and apart from when usual and customary commission is paid. Any such fees or commission will not constitute compensation to Gallagher under Section III. above.

# City of Hays, KS

- B. Gallagher's fees under this Agreement shall be earned on the Effective Date (and any renewal thereof), and payable on invoicing. Client is responsible for payment of premiums for all insurance placed by Gallagher on its behalf. If any amount is not paid in full when due, including premium payments to insurance companies, that nonpayment will constitute a material breach of this Agreement that will allow Gallagher to immediately terminate this Agreement, at its option, without notice to Client. In addition, and not in lieu of the right to terminate, Gallagher reserves the right to apply return premiums or any other payment up to \$5,000 received by Gallagher on Client's behalf to any amounts owed by Client to Gallagher unless such return premiums or other payments are disputed by Client.
- C. Where applicable, insurance coverage placements which Gallagher makes on Client's behalf, may require the payment of federal excise taxes, surplus lines taxes, stamping or other fees, to the Internal Revenue Service (federal), various state(s) departments of revenue, state regulators, boards or associations. In such cases, Client is responsible for the payment of such taxes and/or fees, which will be identified separately by Gallagher on invoices covering these placements. Under no circumstances will these taxes or other related fees or charges be offset against the amount of Gallagher's brokerage fees or commissions referred to herein.
- D. Gallagher will not be operating in a fiduciary capacity, but only as Client's broker, obtaining a variety of coverage terms and conditions to protect the risks of Client's enterprise. Gallagher will seek to bind those coverages based upon Client's authorization, however, Gallagher can make no warranties in respect to policy limits or coverage considerations of the carrier. Actual coverage is determined by policy language, so read all policies carefully. Contact Gallagher with questions on these or any other issues of concern.

## V. LIMITATION OF LIABILITY

Gallagher's liability to Client, arising from any negligent acts or omissions of Gallagher, whether related to the Services provided hereunder or not, shall not exceed \$20 million in the aggregate. Without limiting the foregoing, Gallagher shall only be liable for actual damages incurred by Client, and shall not be liable for any indirect, consequential or punitive damages.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first written above.	
ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC.	CITY OF HAYS, KS
By: 	By: 
Name: <u>Eric Pan</u>	Name: <u>TOBY DOUGHERTY, CPM</u>
Title: <u>Area President</u>	Title: <u>City Manager</u>

Arthur J. Gallagher Risk Management Services, Inc.

**PUBLIC OFFICIALS LIABILITY COVERAGE FORM  
CLAIMS-MADE COVERAGE**

Public Officials Liability coverage applies only if limits are shown in **Item 11**. of the Declarations.

Within this Coverage Form, the word "insured" means any person or organization qualifying as such under PUBLIC OFFICIALS—WHO IS AN INSURED.

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**SECTION I—COVERAGES**

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**1. INSURING AGREEMENT**

We will pay on behalf of the insured all "loss" resulting from "public officials wrongful act(s)" but only with respect to "claims" first made against the insured during the "policy period" or Extended Reporting Period. The "public officials wrongful acts" must occur during the "policy period" and within the "coverage territory." There is no coverage for "public officials wrongful act(s)" which occur during the Extended Reporting Period.

**2. DEFENSE AND SUPPLEMENTARY PAYMENTS**

We will have the right and duty to defend any "suit" against the insured even if any of the allegations of the "suit" are groundless, false or fraudulent. We may make such investigation of any "claim" or "suit" as we deem expedient. We will not be obligated to pay any "claim" or judgment or to defend any "suit" after the applicable limit of our liability has been exhausted by payment of judgments or settlements.

The insured, except at its own cost and for its own account, will not, without our written consent, make any payment, admit any liability, settle any "claim," assume any obligation, or incur any expense.

We will have the right, but no duty, to appeal any judgment.

We will pay, in addition to the applicable Limit of Liability:

- a. All expenses incurred by us, and all interest on the entire amount of any judgment therein, which does not exceed the limit of our liability;
- b. All reasonable expenses incurred by the insured at our request to assist in the investigation or defense of a "claim" or "suit." Expenses, as used here, do not

include salaries of your officers or employees, except for actual loss of earnings, up to \$100 a day, because of time off from work;

- c. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Liability, we will not pay any prejudgment interest based on that period of time after the offer;
- d. Premium on appeal bonds required in any "suit" defended by us and the cost of attachment or similar bonds.

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**SECTION II—EXCLUSIONS**

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We will not be obligated to make any payment nor to defend any "suit" in connection with any "claim" made against the insured:

1. Based upon or attributable to any insured gaining profit, advantage or remuneration to which the insured is not entitled;
2. For any damage arising from "bodily injury," sickness, emotional distress, mental anguish, disease or death of any person, or for damage to or destruction of any property, including diminution of value or loss of use thereof;
3. "Law Enforcement Activities"  
"Bodily injury", "property damage" or "personal and advertising injury":
  - a. Arising out of any aspect of "law enforcement activities" or operations, including but not limited to, the operation, licensure, maintenance of or use of jails, jail premises, adult or juvenile detention or holding facilities;

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- b. Arising out of any act or omission connected in any way, either directly or indirectly, to the supervision, management or oversight of "law enforcement activities", police departments, law enforcement agencies, law enforcement agents or "employees", members of commissions, boards, vendors or their "employees", volunteers, including "volunteer workers", units operating under a mutual aid agreement or under the jurisdiction of the insured; or anyone or any entity performing "law enforcement activities"; or
  - c. Arising from any decisions or actions in connection with funding or failure to fund for "law enforcement activities".
4. As a result of a strike, riot, civil commotion, or mob action;
  5. Arising out of:
    - a. any "public officials wrongful act" which takes place prior to the "policy period" if the insured had knowledge of circumstances which could reasonably be expected to give rise to a "claim"; or
    - b. any "loss" for which the insured is entitled to indemnity or payment by reason of having given notice of any circumstances which might give rise to a "claim" under any policy or policies the term of which has expired prior to the inception date of this policy;
    - c. any claim arising out of pending or prior litigation or hearing, as well as future "claims" arising out of any pending or prior litigation or hearing. If this policy is a renewal of a policy issued by the Company, this exclusion shall only apply with respect to "claims" arising out of any pending or prior litigation or hearing, prior to the effective date of the first policy issued and continuously renewed by the Company.
  6. For "claim(s)," demands, or actions seeking relief or redress in any form other than monetary damages, or for any fees, costs or expenses which the insured may become obligated to pay as a result of any adverse judgment for declaratory relief or injunctive relief; however, we will afford defense to the insured for such actions, "claim(s)," "suit(s)" or demands in which monetary damages are requested if not otherwise excluded;
  7. For "claim(s)" arising from:
    - a. procurement of goods or services;
    - b. construction contracts;
    - c. architectural or engineering contracts;
    - d. the process of bidding or awarding contracts; or
  - e. liability assumed by the insured under any contract or agreement, unless the insured would have been legally liable in the absence of such contract or agreement;
8. Based upon or attributable to any failure or omission of the insured to effect or maintain insurance of any kind;
  9. Employment Related Practices
 

For "claims", demands or actions seeking relief or redress in any form by:

    - A. Any person, or any class of persons, arising out of any:
      - (1) Type of employment-related practices, policies, acts or omissions, including but not limited to, coercion, demotion, evaluation, reassignment, malicious prosecution, discipline, libel, slander, invasion of privacy, defamation, "harassment", humiliation, or "discrimination" involving or directed at any person; including any verbal, physical, mental or emotional abuse resulting from or arising out of such employment-related practices, policies, acts or omissions;
      - (2) Failure or refusal to employ, train, or promote that person;
      - (3) Dismissal, discharge or termination of that person's employment or membership, whether actual or constructive;
      - (4) Retaliatory action against volunteers or "volunteer workers", or "employees", for the exercise, or not exercising, any legally protected right, or for engaging in any legally protected activity, including but not limited to, actions of:
        - (A) Performing or declining to perform an unethical or illegal act;
        - (B) Filing a complaint or bringing "suit" against you or anyone else;
        - (C) Testifying against any insured at a legal proceeding;
        - (D) Notifying a proper authority of any aspect of your operation that is illegal;
      - (5) Violation of any Federal, state or local law (common law or statutory) concerning employment or any employment-related practice, policy or procedure described in (1) above, or if insurance is prohibited by law; or
    - B. The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in paragraphs (1), (2), (3), (4) or (5) above is directed:

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C. Any person or any class of person arising out of any "discrimination" or "harassment" directly or indirectly related to:

- (1) The past employment, employment or prospective employment by any insured;
- (2) Any fines, penalties, specific performance, or injunctions levied or imposed by a governmental entity, governmental code, law or statute because of "discrimination" or "harassment".

This Employment Related Practices exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs a. (1), (2), (3), (4) or (5) above occurs before employment or after employment of that person;
  - (2) Whether the insured may be liable as an employer or in any other capacity; and
  - (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.
10. For any damages arising out of the providing of, or failure to provide, professional services to anyone other than the Named Insured by any member of the medical profession, or by any lawyer, architect, engineer or accountant;
11. By the Named Insured or on its behalf.
12. Aircraft, Auto or Watercraft

For claims arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the "loss" or "claim" against any insured allege negligence in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury", "property damage" or "personal injury" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

13. Any "loss" or "claim(s)" arising during the policy period for damages resulting directly or indirectly from your failure to remedy dangerous circumstances or conditions known to you prior to the policy period.
14. For libel, slander, defamation, invasion of privacy, wrongful eviction, assault, battery, malicious prosecution or abuse of process;

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### SECTION III—PUBLIC OFFICIALS—WHO IS AN INSURED

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Each of the following is an Insured:

1. You;
2. All persons who were, now are, or will be your lawfully elected, appointed or employed officials;
3. Members of commissions, boards or other units operated by you and under your jurisdiction and within apportionment of the total operating budget indicated in the application form, provided that the insurance afforded will not extend to any of the following boards, commissions or units: airports, transit authorities, hospitals, municipally owned gas companies, housing authorities or port authorities;
4. All your employees and all persons who perform service on a volunteer basis for you and under your direction and control;
5. Any persons providing services to you under any mutual aid or similar agreement; and
6. The estates, heirs, legal representative or assigns of deceased persons who were insureds at the time of a "public officials wrongful act(s)" but only to the extent that they would otherwise be provided coverage under this Coverage Form.

However none of the following are insureds under this Coverage Form:

1. Any insured, including you, with respect to the operation of boards, commissions or other units, the members of which are not afforded coverage under 3. above; and
2. All persons or entities who are on retainer, are a consultant or are under contract for services, for any insured.

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### SECTION IV—LIMITS OF LIABILITY

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Regardless of the number of insureds under this Coverage Form, persons or organizations who sustain damages payable under this Coverage Form, and/or "suit(s)" brought under this Coverage Form, our liability is limited as follows:

1. The Limit of Liability stated on the Declarations as applicable to each "public officials wrongful act" is the limit of our liability for all "loss" arising out of one "public officials wrongful act" covered by this Coverage Form.
2. The Limit of Liability stated on the Declarations as applicable to the Annual Aggregate is subject to the above provision respecting each "public officials wrongful act" and is the maximum limit of our liability for each "policy

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period." In no event will our total Limit of Liability be increased for any Extended Reporting Period.

3. Subject to the Limits of Liability stated above, we will only be liable to pay for damages in excess of the "deductible" shown on the Declarations for each and every "public officials wrongful act." In the event we expend funds either for damages or "loss adjustment expense" on behalf of the insured, we will be reimbursed for such expenditures up to the amount of the "deductible" shown on the Declarations. Upon written demand by us, the amount of such "deductible" will be payable to us within thirty (30) days.
4. "Claims" based on or arising out of the same act or interrelated acts of one or more insured(s) will be considered to be based on a single "public officials wrongful act" and only one each "public officials wrongful act" Limit of Liability and only one "deductible" will be applicable to such single "public officials wrongful act."

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## SECTION V—CONDITIONS

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### 1. Settlement.

We will not settle any "suit" without the insured's consent. If, however, the insured refuses to consent to any settlement, and shall elect to contest the "claim" or continue any legal proceedings in connection with such "claim," our liability for the "claim" shall not exceed the amount for which the "claim" could have been so settled, plus "loss adjustment expense" incurred up to the date of such refusal.

### 2. Insured's Duties In The Event Of A "Claim" Or "Suit."

- a. In the event of a "claim," written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, will be given by or for the insured to us or any of our authorized agents as soon as practicable;
- b. If a "claim" is made or a "suit" is brought against the insured, the insured will as soon as practicable forward to us every demand, notice, summons or other process received by them or their representative;
- c. The insured will cooperate with us and, at our request, consent to being examined and questioned by a representative of ours, under oath if necessary, attend hearings, depositions and trials and will assist in effecting settlement, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of "suit(s)," as well as in the giving of written

statement or statements to our representatives and defense. In the event of a "claim" occurring likely to involve us hereunder, the insured will not make any payment, assume any liability or incur any expense without our consent first being obtained. We will have full discretion in the handling of any "claim," and the insured will give full information and assistance as we may reasonably require.

### 3. Awareness Provision.

- a. If, during the "policy period" or the Extended Reporting Period, the insured receives oral notice from any party that it is the intention of such party to hold the insured responsible for any "public officials wrongful act(s)," the insured will give written notice to us of the receipt of such oral notice, during the "policy period" or Extended Reporting Period. . Any "claim(s)" made against the insured arising out of such "public officials wrongful act(s)" will, for the purpose of this Coverage Form, be treated as a "claim" made during the "policy period" in which such notice was given, or, if given during the Extended Reporting Period, as a "claim" made during the last "policy period";
- b. For the purpose of the above clause, notice to the designee named on the Declarations will constitute notice to the insured;
- c. In the event of any "claim" occurring hereunder, notice to us will be given to the person or firm(s) shown on the Declarations. Notice will be deemed to be received if sent by prepaid mail, properly addressed.

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## SECTION VI—DEFINITIONS

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Whenever used in this Coverage Form, the following words have these meanings:

1. "Claim" means a written notice from any party that it is their intention to hold an insured responsible for "loss" resulting from a "public officials wrongful act" covered by this Coverage Form.
2. "Deductible" means the amount shown in on the Declarations that the insured must contribute to "loss" and "loss adjustment expense."
3. "Loss" means any monetary amount which the insured is legally obligated to pay as a result of "public officials wrongful act" covered by this Coverage Form and will include, but not be limited to, judgments and settlements, but "loss" will not include fines imposed by law, or matters which may be deemed uninsurable under the law pursuant to which this Coverage Form will be construed.

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4. "Loss adjustment expense" means all expenditures including, but not limited to, costs of investigations, experts, adjustment services, legal services and court costs incurred by us as a result of coverage afforded by this Coverage Form. "Loss Adjustment Expense" will not include salaries of our employees.
5. "Public officials wrongful act" means:  
Any actual or alleged:
  - a. error or omission, neglect or breach of duty by the insured;
  - b. violation of civil rights protected under 42 USC 1981 et sequential; or
  - c. violation of any state civil rights law;
 which arises out of the discharge of duties for you, individually or collectively.
6. "Suit" means a civil proceeding in which monetary damages are alleged because of a "public officials wrongful act" to which this Coverage Form applies. "Suit" includes:
  - a. an arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
  - b. any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
3. Coverage for an optional Supplemental Extended Reporting Period must be added by endorsement and an additional premium charge must be paid. Such period starts sixty (60) days after the end of the "policy period."
4. You will have a one-time option to elect the period of time for which the Supplemental Extended Reporting Period will apply, which in no event will exceed thirty-six (36) months. The available one-time options and the additional premium charge for each option are listed below:
  - a. Twelve (12) month option—70% of the Annualized Coverage Form Premium;
  - b. Twenty-four (24) month option—120% of the Annualized Coverage Form Premium;
  - c. Thirty-six (36) month option—150% of the Annualized Coverage Form Premium.
 Once in effect, the Supplemental Extended Reporting Period may not be canceled and the applicable premium is fully earned.
5. This right to purchase the Supplemental Extended Reporting Period will terminate unless written notice is given to us no later than sixty (60) days after the effective date of cancellation or nonrenewal of this Coverage Form. Payment in full of the Supplemental Extended Reporting Period premium and any outstanding premiums or recoveries owed to us will be made concurrently with such written notice for such Supplemental Extended Reporting Period to become effective.

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**SECTION VII—EXTENDED REPORTING PERIOD—BASIC AND OPTIONAL SUPPLEMENTAL**

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1. An Extended Reporting Period, described below, will be provided if this Coverage Form is canceled or non-renewed by us, except for nonpayment of premium, or if we renew or replace coverage with insurance that:
  - a. has a retroactive date; or
  - b. provides coverage on other than a Claims-Made basis.
2. A Basic Extended Reporting Period is automatically provided without additional charge. This period begins at the end of the "policy period" and lasts for sixty (60) days. The Basic Extended Reporting Period does not apply to "claim(s)" covered under any subsequent policy.
6. The Extended Reporting Period does not extend the "policy period" or change the scope of coverage provided. Subject to this Coverage Form's terms, Limits of Liability, exclusions and conditions, this Coverage Form is extended to apply to "claim(s)" first made against the insured during the Basic Extended Reporting Period, or, if purchased, the Supplemental Extended Reporting Period, but only to "claim(s)" due to "public officials wrongful act(s)" committed prior to the end of the "policy period."
7. The Extended Reporting Period does not reinstate or increase this Coverage Form's Limits of Liability. "Claim(s)" which are first received and recorded during the Basic Extended Reporting Period or the Supplemental Extended Reporting Period, if it is in effect, will be deemed to have been made on the last day of the "policy period."

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**EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM  
CLAIMS-MADE COVERAGE**

Employment Practices Liability coverage applies only if limits are shown in **Item 13**, of the Declarations.

Within this Coverage Form, the word "insured" means any person or organization qualifying as such under EMPLOYMENT PRACTICES LIABILITY—WHO IS AN INSURED.

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**SECTION I—COVERAGES**

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**1. INSURING AGREEMENT**

We will pay on behalf of the insured all "loss" resulting from "employment practices wrongful act(s)" but only with respect to "claims" first made against the insured during the "policy period" or Extended Reporting Period. The "employment practices wrongful act(s)" must occur during the "policy period" and within the "coverage territory." There is no coverage for "employment practices wrongful act(s)" which occur during the Extended Reporting Period.

**2. DEFENSE AND SUPPLEMENTARY PAYMENTS**

We will have the right and duty to defend any "suit" against the insured even if any of the allegations of the "suit" are groundless, false or fraudulent. We may make such investigation of any "claim" or "suit" as we deem expedient. We will not be obligated to pay any "claim" or judgment or to defend any "suit" after the applicable limit of our liability has been exhausted by payment of judgments or settlements.

The insured, except at its own cost and for its own account, will not, without our written consent, make any payment, admit any liability, settle any "claim," assume any obligation, or incur any expense.

We will have the right, but no duty, to appeal any judgment.

We will pay, in addition to the applicable Limit of Liability:

- a. All expenses incurred by us, and all interest on the entire amount of any judgment therein, which does not exceed the limit of our liability;
- b. All reasonable expenses incurred by the insured at our request to assist in the investigation or defense of a "claim" or "suit." Expenses, as used here, do not include salaries of your officers or employees, except

for actual loss of earnings, up to \$100 a day, because of time off from work;

- c. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Liability, we will not pay any prejudgment interest based on that period of time after the offer;
- d. Premium on appeal bonds required in any "suit" defended by us and the cost of attachment or similar bonds.

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**SECTION II—EXCLUSIONS**

---

We will not be obligated to make any payment nor to defend any "suit" in connection with any "claim" made against the insured:

1. Based upon or attributable to any insured gaining profit, advantage or remuneration to which the insured is not entitled;
2. For any damage arising from "bodily injury," sickness, disease or death of any person, or for damage to or destruction of any property, including diminution of value or loss of use thereof; however, for the purpose of this exclusion, "bodily injury" does not include emotional distress or mental anguish;
3. For assault and battery; except for reasonable force used to protect persons or property.
4. Alleging any violation of civil rights other than employment related civil rights;
5. Arising out of:
  - a. any "employment practices wrongful act(s)" which takes place prior to the "policy period" if the insured

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had knowledge of circumstances which could reasonably be expected to give rise to a "claim"; or

- b. any "loss" for which the insured is entitled to indemnity or payment by reason of having given notice of any circumstances which might give rise to a "claim" under any policy or policies the term of which has expired prior to the inception date of this policy;
- c. any claim arising out of pending or prior litigation or hearing, as well as future "claims" arising out of any pending or prior litigation or hearing. If this policy is a renewal of a policy issued by the Company, this exclusion shall only apply with respect to "claims" arising out of any pending or prior litigation or hearing, prior to the effective date of the first policy issued and continuously renewed by the Company.

6. Based upon or arising out of:

- a. any activity for which the insured is acting in a fiduciary capacity; or
- b. any activity concerning an "employee benefit plan", welfare plan or retirement plan, or self insurance fund, including any obligation under the Employee Retirement Income Security Act, or COBRA, and any subsequent amendments thereto or any similar local, state or federal law or regulation.
- c. any liability assumed by the insured under any contract or agreement, unless the insured would have been legally liable in the absence of such contract or agreement;

7. For "claim(s)," demands, or actions seeking relief or redress in any form other than monetary damages, or for any fees, costs or expenses which the insured may become obligated to pay as a result of any adverse judgment for declaratory relief or injunctive relief; however:

- a. We will afford defense to the insured for such actions, "claim(s)," "suit(s)" or demands in which monetary damages are requested if not otherwise excluded; and
- b. We will indemnify the insured for reasonable costs and fees incurred in the defense of "suit(s)" seeking relief or redress in any form other than monetary damages by reason of an "employment practices wrongful act" which is otherwise covered by this policy, in accordance with the following additional provisions:

- (1) The insured must report each circumstance which could reasonably be expected to give rise to a "suit" to us during the "policy period" or within the Basic Extended Reporting Period;

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- (2) We will have no duty to investigate or defend any such "suit(s)," but we will have the right, at our option and expense, to investigate or take over the defense of any such "suit(s)";
- (3) We will only be liable to pay for reasonable costs and fees in excess of the "deductible" amount shown in Item 14. of the Declarations. We will have no obligation to pay any salary expense of the insured;
- (4) The limit of our liability for all such cost and fees will not exceed \$10,000 for each "suit" arising out of an "employment practices wrongful act," not to exceed \$50,000 for each "policy period";
- (5) "Claim(s)" based on or arising out of the same act or interrelated acts of one or more insured(s) will be considered to be based on a single "employment practices wrongful act"; and
- (6) The Limit of Liability applicable to this provision is in addition to the Limits of Liability otherwise stated in the coverage form;

8. By the Named Insured or on its behalf;

- 9. For back wages, overtime or similar "claim(s)," even if designated as liquidated damages, under any federal, state or local statutes, rules, ordinances or regulations, if such "claim(s)" arise out of a "employment practices wrongful act" committed prior to the effective date of this policy; or for "claim(s)" arising from collective bargaining agreements;

10. Aircraft, Auto or Watercraft

For claims arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the "loss" or "claim" against any insured allege negligence in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury", "property damage" or "personal injury" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

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**SECTION III—EMPLOYMENT PRACTICES LIABILITY—WHO IS AN INSURED**

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Each of the following is an Insured:

1. You;
2. All persons who were, now are, or will be your lawfully elected, appointed or employed officials;
3. Members of commissions, boards or other units operated by and under your jurisdiction and within apportionment of the total operating budget indicated in the application form, provided that the insurance afforded will not extend to any of the following boards, commissions or units: airports, transit authorities, hospitals, municipally owned gas companies, housing authorities or port authorities;
4. All employees and all persons who perform service on a volunteer basis for you and under your direction and control; and
5. The estates, heirs, legal representative or assigns of deceased persons who were insureds at the time of an "employment practices wrongful act(s)" but only to the extent that they would otherwise be provided coverage under this Coverage Form.

However none of the following are insured(s) under this Coverage Form:

1. Any insured, including you, with respect to the operation of boards, commissions or other units, the members of which are not afforded coverage under 3. above; and
2. All persons or entities who are on retainer, are a consultant or are under contract for services, for any insured.

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#### SECTION IV—LIMITS OF LIABILITY

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Regardless of the number of insured(s) under this Coverage Form, persons or organizations who sustain damages payable under this Coverage Form, and/or "suit(s)" brought under this Coverage Form, our liability is limited as follows:

1. The Limit of Liability stated on the Declarations as applicable to each "employment practices wrongful act" is the limit of our liability for all "loss" arising out of one "employment practices wrongful act" covered by this Coverage Form.
2. The Limit of Liability stated on the Declarations as applicable to the Annual Aggregate is subject to the above provision respecting each "employment practices wrongful act" and is the maximum limit of our liability for each "policy period." In no event will our total Limit of Liability be increased for any Extended Reporting Period.

3. Subject to the Limits of Liability stated above, we will only be liable to pay for damages in excess of the "deductible" shown on the Declarations for each and every "employment practices wrongful act." In the event we expend funds either for damages or "loss adjustment expense" on behalf of the insured, we will be reimbursed for such expenditures up to the amount of the "deductible" shown on the Declarations. Upon written demand by us, the amount of such "deductible" will be payable to us within thirty (30) days.
4. "Claims" based on or arising out of the same act or interrelated acts of one or more insured(s) will be considered to be based on a single "employment practices wrongful act" and only one each "employment practices wrongful act" Limit of Liability and only one "deductible" will be applicable to such single "employment practices wrongful act."
5. Subject to the Limits of Liability stated above, we will only be liable to pay \$10,000 for damages in excess of \$5,000 for back wages, overtime, or similar "claims" arising out of each "employment practices wrongful act," even if designated as liquidated damages under any federal, state or local statutes, rules, ordinances or regulations. This limit is part of, and not in addition to, the limits shown in Item 13. of the Declarations. Any payments made hereunder will be included in the Annual Aggregate limit of liability stated on the Declarations.
6. Workplace Violence Counseling

We will reimburse you up to \$5,000 in any one "policy period" for expenses you incur for the counseling of "employees" of the Named Insured when that counseling is necessary due to an incident of "Workplace Violence." The "deductible" does not apply to this coverage.

"Workplace Violence" as applicable to this extension means the intentional use of, or threat to use, deadly force by any person with the intent to cause harm; and that results in "bodily injury" or death of a person while on that Named Insured's described premises.

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#### SECTION V—CONDITIONS

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##### 1. Settlement.

We will not settle any "suit" without the insured's consent. If, however, the insured refuses to consent to any settlement, and shall elect to contest the "claim" or continue any legal

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proceedings in connection with such "claim," our liability for the "claim" shall not exceed the amount for which the "claim" could have been so settled, plus "loss adjustment expense" incurred up to the date of such refusal.

## 2. Insured's Duties In The Event Of A "Claim" Or "Suit."

- a. In the event of a "claim," written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, will be given by or for the insured to us or any of our authorized agents as soon as practicable;
- b. If a "claim" is made or a "suit" is brought against the insured, the insured will as soon as practicable forward to us every demand, notice, summons or other process received by them or their representative;
- c. The insured will cooperate with us and, at our request, consent to being examined and questioned by a representative of ours, under oath if necessary, attend hearings, depositions and trials and will assist in effecting settlement, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of "suit(s)," as well as in the giving of written statement or statements to our representatives and defense. In the event of a "claim" occurring likely to involve us hereunder, the insured will not make any payment, assume any liability or incur any expense without our consent first being obtained. We will have full discretion in the handling of any "claim," and the insured will give full information and assistance as we may reasonably require.

## 3. Awareness Provision.

- a. If, during the "policy period" or the Extended Reporting Period, the insured receives oral notice from any party that it is the intention of such party to hold the insured responsible for any "public officials wrongful act(s)," the insured will give written notice to us of the receipt of such oral notice, during the "policy period" or Extended Reporting Period. . Any "claim(s)" made against the insured arising out of such "public officials wrongful act(s)" will, for the purpose of this Coverage Form, be treated as a "claim" made during the "policy period" in which such notice was given, or, if given during the Extended Reporting Period, as a "claim" made during the last "policy period";

- b. For the purpose of the above clause, notice to the designee named on the Declarations will constitute notice to the insured;
- c. In the event of any "claim" occurring hereunder, notice to us will be given to the person or firm(s) shown under Item 16. of the Declarations. Notice will be deemed to be received if sent by prepaid mail, properly addressed.

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## SECTION VI—DEFINITIONS

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Whenever used in this Coverage Form, the following words have these meanings:

1. "Claim" means:
  - a. A written notice from any party that it is their intention to hold the insured responsible for "loss" resulting from an "employment practices wrongful act" covered by this Coverage Form; and
  - b. Any notice that requires you to attend an administrative hearing conducted by the EEOC or by any state agency with a similar purpose.
2. "Deductible" means the amount shown on the Declarations that the insured must contribute to "loss" and "loss adjustment expense."
3. "Employee benefit plans" means a formal program or programs of "employee" benefits maintained in connection with your operations, such as but not limited to Group Life Insurance, Group Accident or Health Insurance, Pension Plans, Savings Plans, Employee Stock Plans, Paid Time Off or Vacation Plans, provided that no one other than an "employee" may subscribe to such insurance or plans. This term also includes workers' compensation and unemployment insurance, social security benefits, workers' compensation and disability benefits or other statutorily required plans.
4. "Employment practices wrongful act(s)" means:

Any actual or alleged:

  - a. Refusal to employ;
  - b. Termination of employment; or
  - c. False arrest, false imprisonment, libel, slander, defamation, harassment, humiliation, discrimination, invasion of privacy, wrongful eviction, malicious prosecution, abuse of process, or any other act, omission or policy;

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based upon or attributable to anyone's employment or application for employment by you;

5. "Loss" means any monetary amount which the insured(s) is legally obligated to pay as a result of "employment practices wrongful act(s)" covered by this Coverage Form and will include, but not be limited to, judgments and settlements, but "loss" will not include fines imposed by law, or matters which may be deemed uninsurable under the law pursuant to which this Coverage Form will be construed.
6. "Loss adjustment expense" means all expenditures including, but not limited to, costs of investigations, experts, adjustment services, legal services and court costs incurred by us as a result of coverage afforded by this Coverage Form. "Loss adjustment expense" will not include salaries of our employees.
7. "Suit" means a civil proceeding in which monetary damages are alleged because of an "employment practices wrongful act" to which this Coverage Form applies. "Suit" includes:
  - a. an arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
  - b. any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

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#### SECTION VII—EXTENDED REPORTING PERIOD—BASIC AND OPTIONAL SUPPLEMENTAL

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1. An Extended Reporting Period, described below, will be provided if this Coverage Form is canceled or non-renewed by us, except for nonpayment of premium, or if we renew or replace coverage with insurance that:
  - a. has a retroactive date; or
  - b. provides coverage on other than a Claims-Made basis.
2. A Basic Extended Reporting Period is automatically provided without additional charge. This period begins at the end of the "policy period" and lasts for sixty (60) days. The Basic Extended Reporting Period does not apply to "claim(s)," covered under any subsequent policy.
3. Coverage for an optional Supplemental Extended Reporting Period must be added by endorsement and an additional

premium charge must be paid. Such period starts sixty (60) days after the end of the "policy period."

4. You will have a one-time option to elect the period of time for which the Supplemental Extended Reporting Period will apply, which in no event will exceed thirty-six (36) months. The available one-time options and the additional premium charge for each option are listed below:
  - a. Twelve (12) month option—70% of the Annualized Coverage Form Premium;
  - b. Twenty-four (24) month option—120% of the Annualized Coverage Form Premium;
  - c. Thirty-six (36) month option—150% of the Annualized Coverage Form Premium.

Once in effect, the Supplemental Extended Reporting Period may not be canceled and the applicable premium is fully earned.

5. This right to purchase the Supplemental Extended Reporting Period will terminate unless written notice is given to us no later than sixty (60) days after the effective date of cancellation or nonrenewal of this Coverage Form. Payment in full of the Supplemental Extended Reporting Period premium and any outstanding premiums or recoveries owed to us will be made concurrently with such written notice for such Supplemental Extended Reporting Period to become effective.
6. The Extended Reporting Period does not extend the "policy period" or change the scope of coverage provided. Subject to this Coverage Form's terms, Limits of Liability, exclusions and conditions, this Coverage Form is extended to apply to "claim(s)" first made against the insured during the Basic Extended Reporting Period, or, if purchased, the Supplemental Extended Reporting Period, but only to "claim(s)," due to "employment practices wrongful act(s)" committed prior to the end of the "policy period."
7. The Extended Reporting Period does not reinstate or increase this Coverage Form's Limits of Liability. "Claim(s)," which are first received and recorded during the Basic Extended Reporting Period or the Supplemental Extended Reporting Period, if it is in effect, will be deemed to have been made on the last day of the "policy period."

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NOTICE OF TERRORISM INSURANCE COVERAGE - PACKAGE POLICY

You are hereby notified that under the Terrorism Risk Insurance Program Reauthorization Act of 2015, as amended ("TRIA"), that you now have a right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act, as amended:

The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, 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 an air carrier or vessel 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 to the policy or affect the conduct of the United States Government by coercion. Any coverage you purchase for "acts of terrorism" shall expire at 12:00 midnight December 31, 2020, the date on which the TRIA Program is scheduled to terminate or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM ARE PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THIS FORMULA, THE UNITED STATES PAYS 85% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER(S) PROVIDING THE COVERAGE. YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

I hereby elect to purchase coverage for acts of terrorism for a prospective premium of \$ 3,569

I hereby elect to have coverage for acts of terrorism excluded from my policy.

I understand that I will have no coverage for losses arising from acts of terrorism.

Policyholder / Applicant's Signature

Date Signed

Print Name and Title

Insured Name: City of Hays
P.O. Box 490
Hays, KS, 67601

Policy Period: July 1, 2016 to July 1, 2017

**NOTICE OF TERRORISM INSURANCE COVERAGE - UMBRELLA POLICY**

You are hereby notified that under the Terrorism Risk Insurance Program Reauthorization Act of 2015, as amended (“TRIA”), that you now have a right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act, as amended:

The term “act of terrorism” means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, 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 an air carrier or vessel 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 to the policy or affect the conduct of the United States Government by coercion. Any coverage you purchase for “acts of terrorism” shall expire at 12:00 midnight December 31, 2020, the date on which the TRIA Program is scheduled to terminate or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM ARE PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THIS FORMULA, THE UNITED STATES PAYS 85% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER(S) PROVIDING THE COVERAGE. YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS’ LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

I hereby elect to purchase coverage for acts of terrorism for a prospective premium of

**\$ 974**

I hereby elect to have coverage for acts of terrorism excluded from my policy.

I understand that I will have no coverage for losses arising from acts of terrorism.

\_\_\_\_\_  
Policyholder / Applicant’s Signature

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Print Name and Title

**Insured Name:** City of Hays  
P.O. Box 490  
Hays, KS, 67601

**Policy Period:** July 1, 2016 to July 1, 2017

A. OFFER OF UNINSURED/UNDERINSURED MOTORIST COVERAGE (UM/UIM COVERAGE)

Carrier:  State National Insurance Company  Underwriters at Lloyd's, London

Insurance Company indicated above hereby offers to provide UM/UIM coverage in limits equal to the automobile motor vehicle liability coverage limits of the policy number indicated below.

B. EXPLANATION OF UM/UIM COVERAGE

**Uninsured Motorist Coverage** provides protection for bodily injury, sickness or disease, including death, under provisions approved by the applicable state Department or Bureau of Insurance for the protection of insureds hereunder who are legally entitled to recover from owners or operators of uninsured motor vehicles because of bodily injury, sickness or disease, including death, suffered by any person insured under that coverage in the policy to which this form references.

**Underinsured Motorist Coverage** provides protection for insureds under that coverage in the policy for bodily injury, sickness, disease, including death, suffered by any person insured under the policy to which this form references, where the limits of coverage available for payment to the insured under all insurance policies covering persons liable to the insured are less than the limits for the insured's uninsured motorist coverage.

**Limitations on Coverage** Uninsured Motorist and Underinsured Motorist coverage are subject to the limitations, conditions, and exclusions approved by the applicable state Department or Bureau of Insurance and the laws of the applicable state.

C. ACCEPTANCE/REJECTION OF UNINSURED/UNDERINSURED (other than Commercial Umbrella)

Uninsured/Underinsured Motorist Coverage has been explained to me and I have read the foregoing explanation of UM/UIM coverage and I hereby:

- Totally **Reject** UM/UIM coverage.
- Accept** UM/UIM coverage in limits equal to the limits of the motor vehicle liability coverage.
- Wish to purchase limits** of UM/UIM as indicated below:
 

<input type="checkbox"/>	\$35,000	<input type="checkbox"/>	\$100,000	<input type="checkbox"/>	\$500,000
<input checked="" type="checkbox"/>	\$50,000	<input type="checkbox"/>	\$250,000	<input type="checkbox"/>	\$1,000,000

D. COMMERCIAL UMBRELLA (where applicable) - Uninsured Motorists/Underinsured Motorists

Uninsured/Underinsured Motorists Coverage has been explained to me and I have read the foregoing explanation of UM/UIM coverage and I hereby: