

Proposal of Insurance

Hall County Board of Commissioners

2875 Browns Bridge Rd
Gainesville, GA 30504

Presented: June 16, 2023

Effective: June 30, 2023

Scott Thomason

Producer

Arthur J. Gallagher Risk Management Services LLC

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ajg.com

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Gallagher

Insurance | Risk Management | Consulting

Client Signature Requirements



Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal dated 6/1/2023, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

COVERAGE/CARRIER	
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject <input type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject <input type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject	Property Fireman's Fund Insurance Company(Allianz) - \$357,350.00 Federal Insurance Company (Chubb) - \$311,112.00 TRIA(Rejected Last Year) Quote Contemplates Rejection This Year)
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject <input type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject	Crime Travelers Casualty and Surety Co of America TRIA
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject <input type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject	Aviation American Alternative Insurance Corp, American Commerce Insurance Company, National Indemnity Company, Tokio Marine America Insurance Company TRIA
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject <input type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject	Public Entity Excess Retained Limit Liability Safety National Casualty Corporation TRIA(Accepted Last Year)
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject <input type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject <input type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject	Cyber Liability Berkley Assurance Company - \$3M Limit(Expiring) – Premium: \$119,031.00 Berkley Assurance Company - \$5M Limit – Premium: \$166,456.00 TRIA
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject	Law Enforcement Liability Lexington Insurance Company
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject	Terrorism & Sabotage
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject <input type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject	Accidental Death & Dismemberment TRIA
<input type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject <input type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject	Excess Liability - \$5M xs \$5M Old Republic Union Insurance Company TRIA
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject	Claims TPA Fees - \$134,030
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject	AJG Risk Control Services - \$20,000
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject	Actuarial Loss Forecasts – Casualty & Work Comp Lines -Included

The above coverage(s) does not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those listed in the Additional Recommended Coverages, please list below:

Exposures and Values

You confirm the payroll, values, schedules, and any other information pertaining to your operations, and submitted to the underwriters, were compiled from information provided by you. If no updates were provided to Gallagher, the values, exposures and operations used were based on the expiring policies. You acknowledge it is your responsibility to notify Gallagher of any material change in your operations or exposures.

Additional Terms and Disclosures

Gallagher is not an expert in all aspects of your business. Gallagher's Proposals for insurance are based upon the information concerning your business that was provided to Gallagher by you. Gallagher expects the information you provide is true, correct and complete in all material respects. Gallagher assumes no responsibility to independently investigate the risks that may be facing your business, but rather have relied upon the information you provide to Gallagher in making our insurance Proposals.

Gallagher's liability to you arising from any of Gallagher's acts or omissions will not exceed \$20 million in the aggregate. The parties each will only be liable for actual damages incurred by the other party, and will not be liable for any indirect, special, exemplary, consequential, reliance or punitive damages. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with the Proposal, any of Gallagher's services or your relationship with Gallagher may be brought by either party any later than two (2) years after the accrual of the claim or cause of action.

Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at <https://www.ajg.com/privacy-policy/>.

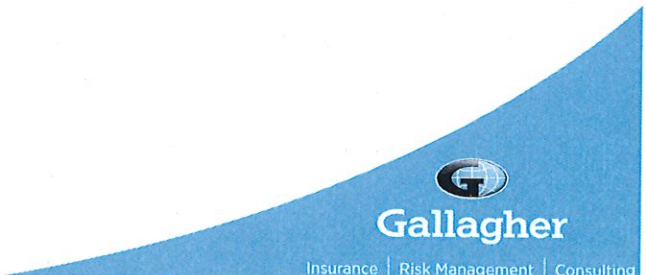
You have read, understand and agree that the information contained in the Proposal and all documents attached to and incorporated into the Proposal, is correct and has been disclosed to you prior to authorizing Gallagher to bind coverage and/or provide services to you. By signing below, or authorizing Gallagher to bind your insurance coverage through email when allowed, you acknowledge you have reviewed and agree with terms, conditions and disclosures contained in the Proposal.

By: _____
Print Name (Specify Title)

Company

Signature

Date: _____



**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE
(Excess Liability)**

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended, extended, and/or re-authorized, you have a right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act: 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 certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT 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 THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

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. IF THE AGGREGATE INSURED LOSS FOR ALL INSURERS EXCEEDS \$100 BILLION IN A CALENDAR YEAR, YOUR COVERAGE MAY THUS BE REDUCED.

Acceptance or Rejection of Terrorism Insurance Coverage with regard to Excess Liability

<input type="checkbox"/>	I hereby elect to purchase terrorism coverage for a prospective premium of \$1,307.
<input checked="" type="checkbox"/>	I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

Applicant's Signature

Safety National Casualty Corporation®
Insurance Company

Insured Name

Date Signed

TERRORISM COVERAGE ELECTION:

I REJECT COVERAGE FOR LOSSES DUE TO TERRORIST ACTS, AS DEFINED IN THE ACT.

Applicant: Hall County Board of Commissioners

Signature:

Title:

Date:

Insurance Company: Fireman's Fund Insurance Company

Please return to your agent or broker representing the Allianz Insurance Companies.

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2023 Renewal Comparison

Line of Business	Expiring Program			Proposed 2023-2024			Analytics		
	Expiring Program	Retention	Premium	Proposed Program	Retention	Premium	Exposure Change	Premium Change	Net Rate Change
Primary Package	Safety National			Safety National					
Auto Liability	\$1,000,000	\$200,000	\$724,478	\$1,000,000	\$300,000	\$815,802	5.0%	12.6%	7.2%
Auto Physical Damage	Comp & Collision	\$10,000		Comp & Collision	\$25,000		15.0%		
General Liability	\$2,000,000	\$200,000		\$5,000,000	\$300,000		7.2%		
Law Enforcement Liability	\$2,000,000	\$200,000		\$5,000,000	\$300,000		-6.0%		
Public Officials / EPLI	\$2,000,000	\$200,000		\$5,000,000	\$300,000		1.9%		
Excess Liability	Safety National		Included	Safety National		Included			
Excess excluding Auto	\$3,000,000			Included					
Property	Allianz		\$271,900	Allianz		\$357,350	18.0%	31.4%	11.4%
All Risk / Blanket	\$265,219,837	\$50,000		\$335,640,259	\$50,000				
Flood	\$10,000,000	\$50,000		\$10,000,000	\$50,000				
Earthquake	\$10,000,000	\$50,000		\$10,000,000	\$50,000				
Equipment Breakdown	\$100,000,000	\$50,000		\$100,000,000	\$50,000				
Inland Marine	Included	\$25,000		Included	\$25,000				
Cyber Liability	Berkley		\$118,383	Berkley		\$119,031	4.0%	0.5%	-3.3%
Data Breach Response	\$3,000,000	\$250,000		\$3,000,000	\$250,000				
Business Interruption	\$3,000,000	\$250,000		\$3,000,000	\$250,000				
Ransomware	\$3,000,000	\$250,000		\$3,000,000	\$250,000				
Social Engineering	\$50,000	\$250,000		\$50,000	\$250,000				
Off-Duty Liability	QBE Specialty		\$62,668	QBE Specialty		\$68,865	-6.0%	9.9%	16.9%
Per Occurrence	\$1,000,000	\$25,000		\$1,000,000	\$25,000				
Law Enforcement - AD&D	Zurich		\$17,103	Zurich		\$18,026	-6.0%	5.4%	11.4%
Per Occurrence	\$50,000	Nil		\$50,000	Nil				
Crime	Travelers		\$2,930	Travelers		\$3,468	1.9%	18.4%	16.1%
Employee Dishonesty	\$1,000,000	\$10,000		\$1,000,000	\$10,000				
Terrorism & Sabotage	AXA XL		\$13,104	AXA XL		\$17,680	28.5%	34.9%	5.0%
Per Occurrence	\$100,000,000	\$25,000		\$100,000,000	\$25,000				
Drone Coverage	Lloyds		\$4,174	Lloyds		\$3,653	0.0%	-12.5%	-12.5%
Liability Limit	\$2,000,000	Nil		\$2,000,000	Nil				
Hull Coverage	Stated Value	5%		Stated Value	5%				
Premium Sub-Total			\$1,214,740			\$1,403,875	7.3%	15.6%	7.7%



Final Cost Summary

Line of Business	Expiring Program			Proposed 2023-2024			Analytics		
	Expiring Program	Rating Basis	Premium	Proposed Program	Rating Basis	Premium	Exposure Change	Premium Change	Net Rate Change
Risk Control Services	Gallagher	100 Hours	\$20,000	Gallagher National Risk Control 100 Hours		\$20,000			0.0%
Actuarial Loss Forecasts	Gallagher		Included	Gallagher Actuary - Casualty and Workers Comp Lines		Included			n/a
Claims TPA Fees	Gallagher Bassett		\$95,860	Gallagher Bassett TPA Services		\$134,030			39.8%
Risk Management Services			\$115,860			\$154,030			32.9%
Insurance Costs			\$1,330,600			\$1,557,905			17.1%
Retained Loss Projections			\$671,000			\$940,000			40.1%
Grand Total			\$671,000			\$940,000			40.1%
Total Cost of Risk*			\$2,001,600			\$2,497,905			24.8%

DISCLAIMER: Premium+ includes any surplus lines taxes and fees if applicable. Broker Compensation is included unless specified as a broker fee. Risk management fees are for additional risk consulting services unrelated to the coverage placement. This summary is an outline of certain terms and conditions of the insurance proposed and does not include all of the terms, coverages, exclusions, and conditions of the actual policy language. We make no warranties with respect to policy limits, deductibles, or coverage considerations of the carrier.

FLAT FEE - LIFE OF PARTNERSHIP	Est. Claim Frequency	Fee
Liability		
Auto Liability/Bodily Injury	15	Included
Auto Liability/Property Damage	49	Included
Auto/Physical Damage	30	Included
General Liability/Bodily Injury	6	Included
General Liability/Property Damage	26	Included
Professional Liability	15	Included
Incidents - Liability	181	Included
Total Liability Flat Fee		\$104,931
Property		
Property	7	Included
Incidents - Property	1	Included
Total Property Flat Fee		\$5,475
Total Flat Fee		\$110,406

ADMINISTRATIVE SERVICES	Fee
Administrative Services	
Administration / Data Management	\$11,924
RMIS Standard License (2 RMIS Users)	Included
Luminos Incident Management	\$11,700
Total Administrative Services	\$23,624

Total Liability Flat Fee	\$104,931
Total Property Flat Fee	\$5,475
Total Administrative Services	\$23,624
TOTAL USD	\$134,030

If the claim counts for the 2023/2024 contract are 15% higher or greater than the annual forecast by individual coverage type (the overage would not be calculated by a global overage, but instead by bodily injury, property damage, auto physical damage, property, or professional), then GB reserves the right to bill for the overage on a per-claim basis at the below rates:

Auto and General Liability Bodily Injury - \$934

Auto and General Liability Property Damage - \$430

Auto Physical Damage - \$293

Property - \$774

Professional - \$2,264



HALL COUNTY, GA
07/01/2023 - 07/01/2024

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OTHER SERVICES

SERVICES	CHARGES
RMIS Additional Users (RMIS Standard License includes a set number of Full Access Users outlined under Administrative Services, and unlimited use of GB standard scheduled training classes)	RMIS View-only User, \$500 annually per user
	RMIS Full Access User, \$1,000 annually per user
Loss control	\$140 per hour
OSHA Reporting	\$6,000, OSHA platform to produce compliant OSHA 301 Report, 300 and 300a Logs, and electronic data file. Oversight and accuracy of all OSHA data is responsibility of the employer prior to posting or submitting any OSHA log.
Subrogation and Recovery	20% of net recovery amount less legal and collections expense based on recovery date Recoveries include subrogation, credits, lien waivers, file transfer (based on lien to date at time of transfer), and contribution or coverage handled in a separate action. Applies to all coverage types
Gallagher Bassett Investigative Services (GBIS)	
Special Fraud Investigations - SIU, Outside Field Investigations, Surveillance Investigations, Targeted Field Investigations	Prevailing hourly rate plus expenses
Targeted Database Searches, Self Service Database Searches	Prevailing rate per report
Gallagher Bassett Litigation Management Program (GBLMP)	
Invoice and Matter Management platform for adjusters/counsel	If utilized, 2% of net legal invoice (invoice net of disbursements and invoice review savings). Charged as discount off total payment remitted to counsel and will be reflected as an allocated expense on the claim file.
5 client licenses for Legal Analytics platform	
Attorney-led legal bill review	
Gallagher Bassett Compliance Services (GBCS)	
Medicare Set-Aside Services: Allocation, CMS Submission, Medicare Eligibility Inquiry (MEI), SSDI Verification, Medical Cost Projection (MCP)	Prevailing rate per each service Rush fees apply for MSA completed within 5 business days MSA Revision fees apply
Medicare Secondary Payer Services: BCRC Notification, Conditional Payment Research (CPR), Conditional Payment Negotiations (CPN), Conditional Payment Notice Evaluation, Conditional Payment Dispute, Securing Final Demand for Settlement (SFD), Release / Settlement Agreement Review, Lien Research and Resolution (Advantage Plan, Medicaid, Part D)	Prevailing rate per each service
Taxes	
Taxes	All applicable taxes will be added to the service fees where required

PROGRAM SPECIFIC TERMS AND CONDITIONS

1. Claim Count Reconciliation:

There will be one claim count reconciliation 18 months after the inception of the service period, to bill for any claims beyond the 15% threshold above the annual forecast.

2. Billing and Payment Terms: Fees will be billed quarterly during the service period.

3. Claim Pricing Terms:

Life of Partnership:

Claims will be handled for the life of the partnership with no additional per claim fees. If the client decides to non-renew all or a portion of the program, all open files will be handled in one of the following two ways:

- GB will return the files to the client (contingent upon Carrier approval) at the client's expense.
- GB will continue to handle the open files at our prevailing annual rate per year open.

Additional Charges:

There will be additional charges for ongoing Data Management (RISX-FACS®), RMIS users, Administration, Banking fees and monthly reports for as long as GB handles claims.

4. Account Administration includes the following:

- Client Services
- 2 Telephonic Claim Strategy Meeting(s)
- 2 Standard Meeting(s) Included
- Detailed Status Reports All Lines of Business @ \$50,000
- Settlement Consultation All Lines of Business @ \$10,000
- Loss Fund /Banking Services (SIMMS)
- Claim Reporting
- Data Transfer to Carrier(s)
- Acknowledgement Letter to Claimant Liab

5. Claim Charges: Claim and incident fees will be assessed on a per occurrence, per claimant, per line of coverage basis.

6. This material is the proprietary, confidential property of Gallagher Bassett Services, Inc. It has been provided to you for the sole purpose of considering a quote for claims administration services. It is not to be duplicated or shared in any form with anyone other than the individuals of such prospective client that have a business need to know the information. It must be destroyed or returned to Gallagher Bassett Services, Inc. after its intended use.

7. Gallagher Bassett Services, Inc. will not pay a fee, commission, or rebate to any party for the privilege of presenting our proposal or in order to secure the awarding of any program to Gallagher Bassett Services, Inc.

GENERAL CONTRACT TERMS AND CONDITIONS

1. Independent Adjusters - If applicable, following any significant loss as a result of a single event (hurricane, tornado, flood, earthquake, etc.), GB reserves the right to retain outside resources (adjusters) when appropriate and those fees will be paid as an Allocated Expense off the file.
2. The pricing quoted in this Cost & Terms is based upon the data and information provided by Client, as well as existing legislative and regulatory requirements. Material inaccuracies or changes to the foregoing may require adjustments to the quoted pricing.
3. Taxes - All applicable taxes will be added to the service fees where required.
4. Allocated Expenses: Shall be your responsibility as applicable and shall include, but not be limited to:
 - Legal Fees
 - Legal Bill Review
 - Medical Examination
 - Professional Photographs
 - Travel made at client's request
 - Costs for witness statements
 - Court reporter service, translation, and interpretation
 - Record retrieval and copying services (Including medical and legal)
 - Accident reconstruction
 - Experts' rehabilitation costs
 - Chemist
 - Fees for service of process
 - Collection cost payable to third parties on subrogation
 - Architects, contractors
 - Engineer
 - Any other similar cost, fee or expense reasonably chargeable to the investigation, negotiation, settlement or defense of a claim or loss which must have the explicit prior approval of the client
 - Police, fire, coroner, weather, or other such reports
 - Property damage appraisals
 - Vehicle appraisals (vehicle damage assessment)
 - SIU, surveillance and sub rosa investigation
 - Official documents and transcripts
 - Pre- and post-judgment interest paid
 - Outside Field Investigations
 - Subrogation at 20% of net recovery
 - Index Bureau Reporting (All Coverages)
 - Second Injury Fund Recovery
 - Data Intelligence Self-Service Reports
 - Medical Management - Medical Management services may include, but are not limited to:
 - Preferred provider organization networks
 - Utilization review services
 - Automated state fee scheduling
 - Light duty/return-to-work programs
 - Medical case management and Vocational rehabilitation network
 - Prospective injury management services
 - Hospital bill audit services

DEFINITIONS

Incidents

An incident is a loss reported electronically through ClaimLine and/or the Web, or set up manually at the branch. GB will review the incident and make a courtesy call (if necessary) to determine if it is a claim or incident. GB will have full discretion in the determination and handling of these incidents and/or their conversion into claim status.

Auto Physical Damage (APD)

Investigate, evaluate and adjudicate all first-party claims which you report involving damage or loss of real or personal property. First-party claims will be managed and administered in accordance with our product guidelines.

Liability Claims

Investigate, evaluate and adjudicate all third-party claims for which you may be legally obligated. Third-party claims will be managed and administered in accordance with our product guidelines.

Property Claims

Investigate, evaluate and adjudicate all first-party claims which you report involving damage or loss of real or personal property. First-party claims will be managed and administered in accordance with our product guidelines.

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HALL COUNTY, GA
07/01/2023 - 07/01/2024

ACKNOWLEDGEMENT OF COST & TERMS

The undersigned parties acknowledge and agree that this Cost & Terms is effective for the service period stated above.

Notices to Gallagher Bassett Services, Inc. should be directed to:
Gallagher Bassett Services, Inc.
2850 Golf Road
Rolling Meadows, Illinois 60008-4050
Attn: Legal Department
Email: GB-Contracts@gbtpa.com

ACCEPTED AND AGREED TO BY:

ACCEPTED AND AGREED TO BY:

GALLAGHER BASSETT SERVICES, INC.

HALL COUNTY, GA

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

