

# MICHIGAN MUNICIPAL RISK MANAGEMENT AUTHORITY COVERAGE PROPOSAL

<b>Member:</b>	<b>City of Rochester Hills</b>	<b>Proposal No: Q000012105</b>
<b>Date of Original Membership:</b>	<b>July 27, 1985</b>	
<b>Proposal Effective Dates:</b>	<b>July 01, 2019 To July 01, 2020</b>	
<b>Member Representative:</b>	<b>Joe Snyder</b>	<b>Telephone #: (248) 841-2534</b>
<b>Regional Risk Manager:</b>	<b>Ibex Insurance Agency</b>	<b>Telephone #: (248) 538-0470</b>

## A. Introduction

The Michigan Municipal Risk Management Authority (hereinafter "MMRMA") is created by authority granted by the laws of the State of Michigan to provide risk financing and risk management services to eligible Michigan local governments. MMRMA is a separate legal and administrative entity as permitted by Michigan laws. **City of Rochester Hills** (hereinafter "Member") is eligible to be a Member of MMRMA. **City of Rochester Hills** agrees to be a Member of MMRMA and to avail itself of the benefits of membership.

**City of Rochester Hills** is aware of and agrees that it will be bound by all of the provisions of the Joint Powers Agreement, Coverage Documents, MMRMA rules, regulations, and administrative procedures.

This Coverage Proposal summarizes certain obligations of MMRMA and the Member. Except for specific coverage limits, attached addenda, and the Member's Self Insured Retention (SIR) and deductibles contained in this Coverage Proposal, the provisions of the Joint Powers Agreement, Coverage Documents, reinsurance agreements, MMRMA rules, regulations, and administrative procedures shall prevail in any dispute. The Member agrees that any dispute between the Member and MMRMA will be resolved in the manner stated in the Joint Powers Agreement and MMRMA rules.

## B. Member Obligation - Deductibles and Self Insured Retentions

**City of Rochester Hills** is responsible to pay all costs, including damages, indemnification, and allocated loss adjustment expenses for each occurrence that is within the Member's Self Insured Retention (hereinafter the "SIR"). **City of Rochester Hills's** SIR and deductibles are as follows:

**Table I**  
**Member Deductibles and Self Insured Retentions**

COVERAGE	DEDUCTIBLE	SELF INSURED RETENTION
Liability	N/A	\$150,000 Per Occurrence
Vehicle Physical Damage	N/A	N/A
Fire/EMS Replacement Cost	\$10,000 Per Occurrence	N/A
Property and Crime	\$10,000 Per Occurrence	N/A
Sewage System Overflow	N/A	\$150,000 Per Occurrence

The member must satisfy all deductibles before any payments are made from the Member's SIR or by MMRMA.

Member's Motor Vehicle Physical Damage deductible applies, unless the amount of the loss exceeds the deductible. If the amount of loss exceeds the deductible, the loss including deductible amount, will be paid by MMRMA, subject to the Member's SIR.

The **City of Rochester Hills** is afforded all coverages provided by MMRMA, except as listed below:

1. Motor Vehicle Physical Damage
2. Specialized Emergency Response Expense Recovery Coverage
- 3.
- 4.

All costs including damages and allocated loss adjustment expenses are on an occurrence basis and must be paid first from the Member's SIR. The Member's SIR and deductibles must be satisfied fully before MMRMA will be responsible for any payments. The most MMRMA will pay is the difference between the Member's SIR and the Limits of Coverage stated in the Coverage Overview.

**City of Rochester Hills** agrees to maintain the Required Minimum Balance as defined in the Member Financial Responsibilities section of the MMRMA Governance Manual. The Member agrees to abide by all MMRMA rules, regulations, and administrative procedures pertaining to the Member's SIR.

**C. MMRMA Obligations - Payments and Limits of Coverage**

After the Member's SIR and deductibles have been satisfied, MMRMA will be responsible for paying all remaining costs, including damages, indemnification, and allocated loss adjustment expenses to the Limits of Coverage stated in Table II. The Limits of Coverage include the Member's SIR payments.

The most MMRMA will pay, under any circumstances, which includes payments from the Member's SIR, per occurrence, is shown in the Limits of Coverage column in Table II. The Limits of Coverage includes allocated loss adjustment expenses.

**Table II**  
**Limits of Coverage**

Liability and Motor Vehicle Physical Damage	Limits of Coverage Per Occurrence		Annual Aggregate	
	Member	All Members	Member	All Members
1 Liability	15,000,000	N/A	N/A	N/A
2 Judicial Tenure	N/A	N/A	N/A	N/A
3 Sewage System Overflows	500,000	N/A	500,000	N/A
4 Volunteer Medical Payments	25,000	N/A	N/A	N/A
5 First Aid	2,000	N/A	N/A	N/A
6 Vehicle Physical Damage	0	N/A	N/A	N/A
7 Uninsured/Underinsured Motorist Coverage (per person)	100,000	N/A	N/A	N/A
Uninsured/Underinsured Motorist Coverage (per occurrence)	250,000	N/A	N/A	N/A
8 Michigan No-Fault	Per Statute	N/A	N/A	N/A
9 Terrorism	5,000,000	N/A	N/A	5,000,000

Property and Crime	Limits of Coverage Per Occurrence		Annual Aggregate	
	Member	All Members	Member	All Members
1 Buildings and Personal Property	62,202,440	350,000,000	N/A	N/A
2 Personal Property in Transit	2,000,000	N/A	N/A	N/A
3 Unreported Property	5,000,000	N/A	N/A	N/A
4 Member's Newly Acquired or Constructed Property	10,000,000	N/A	N/A	N/A
5 Fine Arts	2,000,000	N/A	N/A	N/A
6 Debris Removal (25% of Insured direct loss plus)	25,000	N/A	N/A	N/A
7 Money and Securities	1,000,000	N/A	N/A	N/A
8 Accounts Receivable	2,000,000	N/A	N/A	N/A
9 Fire Protection Vehicles, Emergency Vehicles, and Mobile Equipment (Per Unit)	5,000,000	10,000,000	N/A	N/A
10 Fire and Emergency Vehicle Rental (12 week limit)	1,000 per week	N/A	N/A	N/A
11 Structures Other Than a Building	15,000,000	N/A	N/A	N/A
12 Storm or Sanitary Sewer Back-Up	1,000,000	N/A	N/A	N/A
13 Marine Property	1,000,000	N/A	N/A	N/A
14 Other Covered Property	10,000	N/A	N/A	N/A
15 Income and Extra Expense	5,000,000	N/A	N/A	N/A
16 Blanket Employee Fidelity	1,000,000	N/A	N/A	N/A
17 Faithful Performance	Per Statute	N/A	N/A	N/A
18 Earthquake	5,000,000	N/A	5,000,000	100,000,000
19 Flood	5,000,000	N/A	5,000,000	100,000,000
20 Terrorism	50,000,000	50,000,000	N/A	N/A

**Table III**

Network and Information Security Liability, Media Injury Liability, Network Security Loss, Breach Mitigation Expense, PCI Assessments, Social Engineering Loss, Reward Coverage, Telecommunications Fraud Reimbursement.				
	<b>Limits of Coverage Per Occurrence/Claim</b>	<b>Deductible Per Occurrence/Claim</b>		<b>Retroactive Date</b>
	\$5,000,000			
<b>Coverage A</b> Network and Information Security Liability: Regulatory Fines:	Each Claim Included in limit above  Each Claim Included in limit above	\$25,000	Each Claim	7/1/2013
<b>Coverage B</b> Media Injury Liability	Each Claim Included in limit above	\$25,000	Each Claim	7/1/2013
<b>Coverage C</b> Network Security Loss  Network Security Business Interruption Loss:	Each Unauthorized Access Included in limit above  Each Business Interruption Loss Included in limit above	\$25,000	Each Unauthorized Access  Retention Period of 72 hours of Business Interruption Loss	Occurrence
<b>Coverage D</b> Breach Mitigation Expense:	Each Unintentional Data Compromise Included in limit above	\$25,000	Each Unintentional Data Compromise	Occurrence
<b>Coverage E</b>  PCI Assessments:	Each Payment Card Breach \$1,000,000 Occ./\$1,000,000 Agg. Included in limit above	\$25,000	Each Payment Card Breach	Occurrence
<b>Coverage F</b>  Social Engineering Loss:	Each Social Engineering Incident \$100,000 Occ./\$100,000 Agg. Included in limit above	\$25,000	Each Social Engineering Incident	Occurrence
<b>Coverage G</b>  Reward Coverage	Maximum of 50% of the Covered Claim or Loss; up to \$25,000 Included in Limit above		Not Applicable	Occurrence
<b>Coverage H</b>  Telecommunications Fraud Reimbursement	\$25,000 Included in limit above		Not Applicable	Occurrence

**Annual Aggregate Limit of Liability**

<b>Member Aggregate</b>	<b>All Members Aggregate</b>
\$5,000,000	\$25,000,000

The total liability of MMRMA shall not exceed \$5,000,000 per Member Aggregate Limit of Liability for coverages A, B, C, D, E, F, G, and H, in any Coverage Period.

The total Liability of MMRMA and MCCRMA shall not exceed \$25,000,000 for All Members Combined Aggregate Limit of Liability for coverages A, B, C, D, E, F, G, and H, in any Coverage Period.

It is the intent of MMRMA that the coverage afforded under the Subjects of Coverage be mutually exclusive. If however, it is determined that more than one Subject of Coverage applies to one coverage event ensuing from a common nexus of fact, circumstance, situation, event, transaction, or cause, then the largest of the applicable Deductibles for the Subjects of Coverage will apply.

**Table IV**  
**Specialized Emergency Response Expense Recovery Coverage**  
**Limits of Coverage**

Specialized Emergency Response Expense Recovery	Limits of Coverage per Occurrence		Annual Aggregate	
	Member	All Members	Member	All Members
	N/A	N/A	N/A	N/A

**Table V**  
**Specialized Emergency Response Expense Recovery Coverage**  
**Deductibles**

Specialized Emergency Response Expense Recovery	Deductible per Occurrence
	Member
	N/A

**D. Contribution for MMRMA Participation**

City of Rochester Hills

Period: July 01, 2019 To July 01, 2020

Coverages per Member Coverage Overview:	\$369,049
Stop Loss Coverage:	\$0
Member Loss Fund Deposit:	\$20,000
<b>TOTAL ANNUAL CONTRIBUTIONS:</b>	<b>\$389,049</b>

**E. List of Addenda**

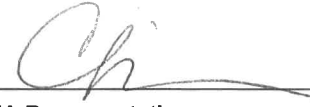
This document is for the purpose of quotation only and does not bind coverage in the Michigan Municipal Risk Management Authority, unless accepted and signed by both the authorized Member Representative and MMRMA Representative below.

Accepted By:  
City of Rochester Hills

Proposal No:  
Q000012105

MMRMA

\_\_\_\_\_  
Member Representative

  
\_\_\_\_\_  
MMRMA Representative

\_\_\_\_\_  
Date

6-10-19  
\_\_\_\_\_  
Date