





# Brownwood ISD 2019 Client Proposal

# Property & Casualty Coverage

Phillip Briscoe USI Insurance Services USI.com



# 2019 Coverage Summary

# Brownwood ISD

PCAT 9.1.2019 - 9.1.2020

Coverage	Provider	Valuation	Property Values	Deductible
Property Wind & Hail	PCAT	Replacement Cost Blanket Coverage	\$130,938,360	\$150,000 per occurrence
Property All Other Perils	РСАТ	Replacement Cost Blanket Coverage	\$130,938,360	\$10,000 per occurrence
Property Earth Movement	РСАТ	Replacement Cost Blanket Coverage	\$1,000,000*	\$10,000 per occurrence
Property - Flood - not Zone A or V	РСАТ	Replacement Cost Blanket Coverage	\$1,000,000*	\$100,000 per occurrence

\* Sublimits included as part of the property values shown above.

			Limits		
Equipment Breakdown	PCAT	Per Accident	\$100,000,000	\$5,000	
Cyber Suite Coverage	PCAT	Data Compromise Computer Attack/Extortion Network Security	\$100,000	\$1,000	
General Liability	PCAT	Per Occurrence / General Aggregate	\$1,000,000	\$1,000 \$5,000 Law	
Educator's Legal Liability	PCAT	Claims Made & Reported	\$1,000,000	\$10,000	
Auto Liability	PCAT	Per Accident	\$100/\$300/\$100	\$1,000	
Auto Physical Damage	P(A) Actual (ash Value		See Schedule	\$1,000	

Additional Property Coverages		Limits
All are Sublimits included as part of the property values and are subject to the deductibles shown or se	lectec	<i>l</i> .
Accounts Receivable	\$	250,000
Arson, Theft and Vandalism Rewards	\$	25,000
Back-up of Sewers, Drains or Sumps	\$	25,000
Building Ordinance or Law – Blanket		
Demolition Cost & Increased Cost of Construction	\$	5,000,000
Loss to Undamaged Portion of the Building		Included
Debris Removal	\$	250,000
Errors & Omissions	\$	500,000
Extra Expense	\$	5,000,000
Fire Department Service Charge	\$	25,000
Fire Extinguishing Equipment Recharge		Included
Flood – Excluding Zones Prefixed A or V – Annual Aggregate	\$	1,000,000
Foundations and Underground Pipes	\$	100,000
Inventory & Appraisal	\$	25,000
Miscellaneous Unnamed Locations	\$	50,000
Newly Acquired or Constructed Buildings – 180 days	\$	1,000,000
Outdoor Property	\$	2,000,000
Outdoors Trees, Shrubs & Plants	\$	25,000
Personal Effects and Property of Others	\$	100,000
Personal Property at Newly Acquired or Constructed Buildings – 180 days	\$	500,000
Pollution Cleanup and Removal	\$	100,000
Preservation of Property		Included
Spoilage	\$	100,000
Tenant Glass	\$	10,000
Theft Damage to Building		Included
Underground Water Seepage	\$	25,000
Utilities Services – Direct Damage	\$	50,000
Valuable Papers and Records	\$	50,000

Inland Marine Coverages All are Sublimits included as part of the property values and are subject.	to the dedi	Limits uctibles listed.	Dec	ductible
Audio Visual Equipment	\$	100,000	\$	5,000
Band Equipment, Uniforms, & Musical Instruments	\$	500,000	\$	1,000
Electronic Data Processing Equipment	\$	2,000,000	\$	5,000
Media & Data		Included		
Fine Arts	\$	25,000	\$	1,000
Miscellaneous Equipment (includes Mobile Equipment)	\$	500,000	\$	1,000
Personal Effects and Property of Others – Off Premises	\$	100,000	\$	1,000
Personal Property In Transit	\$	50,000	\$	1,000
Property Off-Premises	\$	100,000	\$	1,000



Crime		Limits	Dec	ductible
All are Sublimits included as part of the property values and are subject to th	e deduci	tibles listed.		
Employee Dishonesty	\$	100,000	\$	1,000
Money & Securities - Inside the Premises	\$	50,000	\$	1,000
Money & Securities - Outside Premises	\$	50,000	\$	1,000
Fraudulent Instruction	\$	50,000	\$	1,000
Forgery & Alteration	\$	50,000	\$	1,000
Equipment Breakdown		Limits	Dec	ductible
Equipment Breakdown Limit	\$	100,000,000	\$	5,000
Property Damage		Included		
Off Premises Property Damage	\$	25,000		
Business Income/Extra Expense/Service Interruption	\$	1,000,000		
Contingent Business Income	\$	25,000		
Civil Authority		Included		
Perishable Goods	\$	100,000		
Demolition	\$	100,000		
Ordinance or Law	\$	100,000		
Excavation Costs	\$	25,000		
Expediting Expenses	\$	100,000		
Hazardous Substances	\$	100,000		
Newly Acquired Locations	\$	1,000,000		
Green	\$	25,000		
Public Relations	\$	5,000		



## Cyber Suite Coverage

PCI Fines and Penalties

All Coverages Combined

Annual Aggregate Limit Deductible \$100,000 \$1,000

### Data Compromise Response Expenses - Included in Annual Aggregate Limit

Notification to Affected Individuals Services to Affected Individuals **Per Occurrence Sublimits:** Forensic IT Review Legal Review Public Relations Services

50% of Data Compromise Response Expenses Limit
50% of Data Compromise Response Expenses Limit
5,000
50% of Data Compromise Response Expenses Limit

### Computer Attack & Cyber Extortion - Included in Annual Aggregate Limit

Data Restoration Costs	
Data Recreation Costs	
System Restoration Costs	
Per Occurrence Sublimits:	
Loss of Business	50% of Computer Attack Limit
Extended Income Recovery	Subject to loss of business sublimit
Public Relations Services	\$ 5,000
Cyber Extortion	\$ 25,000
Misdirected Payment Fraud	\$ 25,000
Computer Fraud	\$ 25,000

## Data Compromise Liability - Included in Annual Aggregate Limit

Defense & Liability

### Network Security Liability - Included in Annual Aggregate Limit Defense & Liability

### Electronic Media Liability - Included in Annual Aggregate Limit

Defense & Liability

General Liability		Li	imits	6	De	ductible
General Aggregate Limit Each Occurrence Limit Damage To Premises Rented To You Limit Law Enforcement Liability Limit Unmanned Aerial Vehicle Aggregate Limit Personal and Advertising Injury Limit Products/Completed Operations Aggregate Limit	\$ \$ \$	1,000,000 500,000 1,000,000 100,000 1,000,000	\$	1,000,000	\$\$ \$\$ \$\$ \$\$	1,000 1,000 1,000 5,000 1,000 1,000 1,000
Employee Benefits Liability Claims-Made & Reported Form	Retroad	ctive Date:	9.1.	<b>Limits</b> 2019	De	ductible
Each Employee Aggregate (Included in General Liability General Aggreg	gate)		\$1,(	000,000	\$	1,000
Educator's Legal Liability				Limits	De	ductible
Claims-Made & Reported Form	Retroad	ctive Date:	9.1.	2014		
Coverage A: Professional Educational Services Each Professional Incident Professional Incident Aggregate			\$ \$	1,000,000 1,000,000	\$	10,000
Coverage B: Employment-Practices Liability Each Employment Incident Employment Incident Aggregate				Combined with Combined with		0
Coverage C: Non-Pecuniary Defense Defense Reimbursement Defense Reimbursement Aggregate				0,000 0,000	\$	10,000



Coverage Summary

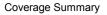
Auto Liability		Limits	Dec	luctible	
Bodily Injury - per person Bodily Injury - per accident Property Damage - per accident Non-owned & Hired Liability	\$ \$ \$BI,	100,000 300,000 100,000 / PD Limit	\$	1,000	
Auto Physical Damage		Limits	Deductible		
Comprehensive & Collision Coverage Including Flood, except in Zones Prefixed A or V		ACV	\$	1,000	
Newly Acquired Vehicles	¢	ACV	\$	1,000	
Garagekeepers Legal Liability Hired Car Physical Damage	\$ \$	50,000 100,000	\$ \$	1,000 1,000	

### Vehicle Coverage

Automobile Liability and/or Physical Damage coverage is provided for all vehicles shown on the attached schedule. If changes to your schedule need to be made, advise your PCAT Representative before the beginning of the Participation Period. Adjustments to the schedule will be made and an Amended Auto Coverage Form will be issued. **Any vehicle owned prior to the Participation Period but not on the schedule may not be covered.** 

### Newly Acquired Vehicles

Vehicles obtained after the beginning of the Participation Period are automatically covered for the same limits and deductibles as other like-type vehicles. However, if the number of vehicles added exceed 5% of the total number of covered vehicles, then an additional Contribution as determined will be due for the pro-rated coverage period.





# **Terms & Conditions**

- 1. The proposed contributions and coverages include package discounts. Therefore, all proposed coverages must be accepted as a package, and not by line of coverage. If you wish to select individual coverages, please contact us for a revised quote.
- 2. Coverage referenced in this proposal is contingent upon the signing of (1) the PCAT Interlocal Agreement revised as of 5.1.2019; and (2) the PCAT 2 or 3-Year Interlocal Addendum. Both of these documents must be signed and returned to PCAT prior to September 1, 2019.
- 3. The costs shown are annual and will be adjusted with current exposures each year. Please contact your PCAT Representative for alternative quotes.
- 4. Automobile Liability coverage does not extend to 15 Passenger Vans "while transporting students".
- 5. A contracted school bus driver who is not a district employee is not considered a covered member.
- 6. All terms and conditions contained in the PCAT Interlocal Agreement are applicable.
- 7. This Coverage Summary is a summary only. Please consult the applicable coverage documents for a complete explanation of the coverages, conditions, and exclusions.
- 8. This proposal is subject to receipt of all included signature documents in order to bind.
- 9. A completed and signed PCAT application is <u>required prior to binding coverage</u>. If an application was not received prior to quoting, renewal terms may change if the application reveals new underwriting concerns.
- 10. If a Named Storm has entered the Gulf of Mexico, binding or increasing coverage is not allowed without written approval from PCAT Underwriting.
- 11. This quote is subject to no deterioration in property loss record prior to binding.
- 12. Coverage begins at 12:01 am on the effective date, and ends at 12:01 am on the expiration date.
- 13. If a RFP is published by the client subsequent to the date that this proposal is offered, then PCAT will consider it a rejection of this proposal and will offer a revised proposal by the due date specified in the RFP.



Cost Summary	Ex	posures	Cost	
Property	Building Contents Total	<ul> <li>\$ 115,180,000</li> <li>\$ 15,758,360</li> <li>\$ 130,938,360</li> </ul>	\$ 220,291	
Equipment Breakdown	TIV	\$ 130,938,360	\$ 5,733	
Cyber Suite	ADA Employees	3,390 500	\$ 1,373	
General Liability & Employee Benefits Liability	ADA Employees	3,390 500	\$ 3,680	
Educator's Legal Liability	ADA Employees	3,390 500	\$ 11,269	
Automobile Liability	Power Units Trailers	35 7	\$ 9,674	
Auto Physical Damage	Cost New Units	\$951,170 42	\$ 4,161	

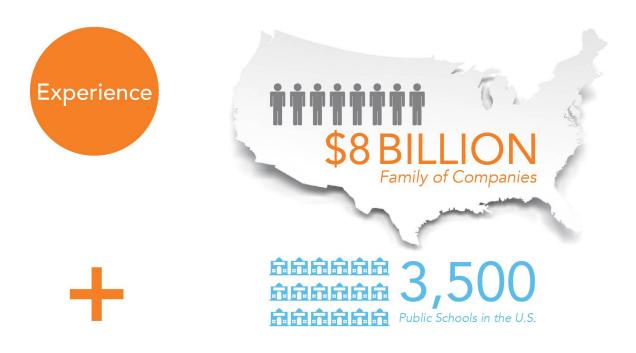
Annual Cost \$ 256,181

# Value - Added Services

	Annual Property Valuation Updates	
Property Valuations	including campus diagrams & photos	Included
Driver Training	On-site Training Session + School Bus Driver DVD Training Program	Included
Employee Training	Online Liability Training for School	Included
Facility Surveys	On-Site Facility Inspections	Included
SafeBus Community Bus	Yellow & White fleet	
Driver Monitoring	safety monitoring program	Included







Private and independent = more flexibility for you.



• Specialization nurtures expert assistance in the unique issues that schools face each day – active shooter, tort immunity, cyber liability, etc.

# Purchasing Power = More Choices for You

- NAS is the largest insurance broker in Texas specializing in schools
- Represents more than 100 insurance markets worldwide; plus
- Proprietary access to programs not available to any other insurance broker in Texas – PCAT, WCS, CPAT and others

Focus



### Peace of Mind

Public entity risk managers are responsible for managing taxpayer's dollars in a manner that produces the best long-term result. We help clients navigate their options and produce a risk management strategy providing optimal safety, stability and the lowest long-term cost.

### **Our Mission**

Deliver the lowest long-term cost and the highest quality client experience. The cornerstones of our delivery are:

- Global Insurance Market Access
- Risk Management Resources & Training
- Comprehensive Claims Management & Recovery

### **Core Values**

### Integrity

Our reputation is one of honesty and integrity. We fulfill commitments and keep promises. Our decisions will be made based on the motto, "Do what is right."

### Attitude

Positive attitudes are contagious. We will have fun and enjoy our work — Laughing is required. 'Can-do' attitudes produce success, and we will celebrate our successes.

### Purpose

We sincerely care about our clients, colleagues and partners. Every job and function has purpose. We will continually strive for improvement. Therefore, we can be proud of our accomplishments.

### Partners

People are judged by the company they keep. North American Solutions partners with risk management and insurance associations to develop the expertise and resources that truly make a difference in the safety and operation of public entities.





# Why PCAT?

### Mission

PCAT was created to provide Member districts with a strategy to achieve the lowest long-term cost for property and casualty coverage via multi-year membership, rate and coverage stability, proactive loss prevention, and cash dividends.

## Strength

PCAT provides multi-year risk management solutions for over 130 Texas school districts. With over \$28 Million in annual Member contributions, PCAT is the largest school risk program in the country devoted exclusively to property and casualty exposures.

### Governance

PCAT is a Member owned-and-governed program. Member districts elect a five-Member Board of their peers to provide program governance ensuring the program is consistently aligned with the best interests of Member districts.

## Non-Profit

PCAT's non-profit status ensures that any program funds not necessary for program operations are dispersed to Members via cash dividends. Since 2009, PCAT has returned over \$11,000,000 in cash dividends to Texas classrooms.

## Interlocal

Formed under the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, the PCAT Interlocal Agreement enables Members to benefit from cost-saving multi-year agreements while meeting Texas Education Code section 44.031 Purchasing Contracts requirements.

## Board of Trustees



Heather Wilson Canyon ISD



Dennis Jurek Bellville ISD



Ofelia Dominguez United ISD



George Talbert Buna ISD



Mark Youngs Keller ISD



# Brownwood ISD Schedules



# Property and Equipment Breakdown Schedule

#### **Brownwood ISD**

										Year							
	Member	<b>2</b> 11							Year	Roof	Sprinklered						
Member Name Brownwood ISD	Number 025-902	Building District Admin - Complex [ID #826]	Bldg #	# Address 2707 Southside Dr.	City Brownwood	Zip Code 76801	Const Modified Fire Resistive	# Story	Built 1966	Built	Sprinklered	Sq. Ft. 33.997	Cost/Sq. Ft. %	Source	Building Value \$ 3.879.000	S 704.000	Total Value \$ 4.583.000
Brownwood ISD Brownwood ISD	025-902	District Admin - Complex [ID #826] District Admin - Complex [ID #827]		2707 Southside Dr. 2707 Southside Dr.	Brownwood	76801	Modified Fire Resistive	1	1966			4.382			\$ 3,879,000 \$ 398,000	\$ 704,000 \$ 82,000	\$ 4,583,000 \$ 480.000
Brownwood ISD Brownwood ISD	025-902	Main High School		2100 Slayden	Brownwood	76802	Modified Fire Resistive	1	2008			4,382	+ +		\$ 398,000	\$ 4,747,000	\$ 480,000 \$ 34,156,000
Brownwood ISD	025-902	Drill Team Building		2100 Slayden 2100 Slayden	Brownwood	76804	Modified Fire Resistive	1	1900			6,985	+ +		\$ 29,409,000 \$ 875.000	\$ 4,747,000 \$ 65.000	\$ 940,000
Brownwood ISD	025-902	Cafeteria Bldg.		2100 Slayden	Brownwood	76805	Modified Fire Resistive	1	1900			12.176	<del>     </del>		\$ 1.739.000	\$ 240.000	\$ 1,979,000
Brownwood ISD	025-902	Greenhouse		2100 Slayden	Brownwood	76806	Non-Combustible	1	1985			1.470			\$ 1,759,000 \$ 51.000	\$ 240,000 \$ 3.000	
Brownwood ISD	025-902	Vocational Agriculture Bldg.		2100 Slavden	Brownwood	76807	Modified Fire Resistive	1	1983			7.780			\$ 1.081.000	\$ 212.000	\$ 1.293.000
Brownwood ISD	025-902	Tennis Bleacher Pavilion 1		2100 Slayden	Brownwood	76808	Non-Combustible	1	1900			221			\$ 13.000	\$ -	\$ 13.000
Brownwood ISD	025-902	Tennis Bleacher Pavilion 2		2100 Slayden	Brownwood	76809	Non-Combustible	1	1900			221	1		\$ 13,000	\$ -	\$ 13,000
Brownwood ISD	025-902	Tennis Storage Bldg.		2100 Slayden	Brownwood	76810	Non-Combustible	1	1900			240	1		\$ 11,000	\$ 3,000	\$ 14,000
Brownwood ISD	025-902	Gymnasium Bldg.		2100 Slayden	Brownwood	76811	Modified Fire Resistive	1	1983			29,997			\$ 4.176.000	\$ 168.000	\$ 4.344.000
Brownwood ISD	025-902	Weight Building		2100 Slavden	Brownwood	76812	Non-Combustible	1	1997			16.200			\$ 1.315.000	\$ 51.000	\$ 1,366,000
Brownwood ISD	025-902	Building Trades Bldg.		2100 Slayden	Brownwood	76813	Modified Fire Resistive	1	1962			20,721			\$ 2,972,000	\$ 424,000	\$ 3,396,000
Brownwood ISD	025-902	Building Trades Storage Bldg.		2100 Slayden	Brownwood	76814	Non-Combustible	1	1900			35			\$ 1,000	\$ -	\$ 1,000
Brownwood ISD	025-902	Pump House		2100 Slayden	Brownwood	76815	Non-Combustible	1	1900			156			\$ 12,000	\$ 9,000	\$ 21,000
Brownwood ISD	025-902	Football Storage		2100 Slayden	Brownwood	76816	Non-Combustible	1	1900			1,000			\$ 49,000	\$ 13,000	\$ 62,000
Brownwood ISD	025-902	Softball Storage Bldg 1 ID # 845		2100 Slayden	Brownwood	76817	Non-Combustible	1	1900			72			\$ 1,000	\$ -	\$ 1,000
Brownwood ISD	025-902	Softball Storage Bldg 1 ID # 846		2100 Slayden	Brownwood	76818	Non-Combustible	1	1900			228			\$ 10,000	\$ 3,000	\$ 13,000
Brownwood ISD	025-902	Softball Batting Cages		2100 Slayden	Brownwood	76819	Non-Combustible	1	1900			2,310			\$ 63,000	\$ 3,000	\$ 66,000
Brownwood ISD	025-902	Softball Dugout 2		2100 Slayden	Brownwood	76820	Non-Combustible	1	1900			240			\$ 9,000	\$-	\$ 9,000
Brownwood ISD	025-902	Softball Dugout 1		2100 Slayden	Brownwood	76821	Non-Combustible	1	1900			240			\$ 9,000	\$ -	\$ 9,000
Brownwood ISD	025-902	Softball Pavilion w/Bleachers		2100 Slayden	Brownwood	76822	Non-Combustible	1	1900			3240			\$ 171,000	\$ -	\$ 171,000
Brownwood ISD	025-902	Softball Press Box		2100 Slayden	Brownwood	76823	Non-Combustible	1	1900			108			\$ 14,000	\$ 1,000	\$ 15,000
Brownwood ISD	025-902	Baseball Storage Bldg.		2100 Slayden	Brownwood	76824	Non-Combustible	1	1900			252			\$ 11,000	\$ 3,000	\$ 14,000
Brownwood ISD	025-902	Baseball Dugout 1		2100 Slayden	Brownwood	76825	Non-Combustible	1	1900			260			\$ 10,000	\$ -	\$ 10,000
Brownwood ISD	025-902	Baseball Dugout 2		2100 Slayden	Brownwood	76826	Non-Combustible	1	1900			260			\$ 10,000	\$ -	\$ 10,000
Brownwood ISD	025-902	Baseball Batting Cages		2100 Slayden	Brownwood	76827	Non-Combustible	1	1900			2160			\$ 29,000	\$ -	\$ 29,000
Brownwood ISD	025-902	Baseball Storage Bldg. 2		2100 Slayden	Brownwood	76828	Non-Combustible	1	1900			144			\$ 6,000	\$ 2,000	\$ 8,000
Brownwood ISD	025-902	Baseball Concessions Bldg.		2100 Slayden	Brownwood	76829	Non-Combustible	1	1900			930			\$ 73,000	\$ 4,000	\$ 77,000
Brownwood ISD	025-902	Main Middle School Bldg.		1600 Calvert Rd.	Brownwood	76830	Modified Fire Resistive	1	1972			108586			\$ 15,646,000	\$ 1,781,000	\$ 17,427,000
Brownwood ISD	025-902	Middle School Bldg.		1600 Calvert Rd.	Brownwood	76831	Modified Fire Resistive	1	1900			6090			\$ 217,000	\$ 57,000	\$ 274,000
Brownwood ISD	025-902	Gymnasium Bldg.		1600 Calvert Rd.	Brownwood	76832	Non-Combustible	1	1984			8690			\$ 763,000	\$ 24,000	\$ 787,000
Brownwood ISD	025-902	Weight Room		1600 Calvert Rd.	Brownwood	76833	Non-Combustible	1	1972			2325			\$ 113,000	\$ 33,000	\$ 146,000
Brownwood ISD	025-902	Tennis Bldg.		1600 Calvert Rd.	Brownwood	76834	Non-Combustible	1	1900			225			\$ 10,000	\$ 3,000	\$ 13,000
Brownwood ISD	025-902	Main Elementary Bldg.		311 Bluffview Dr.	Brownwood	76835	Masonry Non-Combustible	1	1998			43408			\$ 8,625,000	\$ 1,953,360	\$ 10,578,360
Brownwood ISD	025-902	Gymnasium Bldg. ID # 793		311 Bluffview Dr.	Brownwood	76836	Non-Combustible	1	1984			4125			\$ 431,000	\$ 12,000	\$ 443,000
Brownwood ISD	025-902	Portable Classroom Bldg. ID # 856		311 Bluffview Dr.	Brownwood	76837	Non-Combustible	1	1900			1274			\$ 110,000	\$ 9,000	\$ 119,000
Brownwood ISD Brownwood ISD	025-902	Storage Bldg. ID # 857 Pavilion		311 Bluffview Dr. 311 Bluffview Dr.	Brownwood	76838 76839	Non-Combustible	1	1900 1900			117 1200			\$ 1,000 \$ 22.000	\$ 1,000	\$ 2,000 \$ 22.000
Brownwood ISD Brownwood ISD		Pavilion Main Elementary Bldg. ID # 819		4th St.	Brownwood Brownwood	76839	Non-Combustible Modified Fire Resistive	1	1900			48.889			\$ 22,000 \$ 6.042.000	\$ - \$ 929.000	\$ 22,000 \$ 6.971.000
	025-902	Gymnasium Bldg. ID # 819		4th St.		76840	Modified Fire Resistive	1	1973			48,889	+ +		\$ 6,042,000 \$ 517,000	\$ 929,000 \$ 11,000	\$ 528,000
Brownwood ISD Brownwood ISD	025-902	Pavilion 1		4th St.	Brownwood Brownwood	76841	Non-Combustible	1	1983			3,996	<u> </u>		\$ 517,000 \$ 90.000	¢ 11,000	\$ 528,000 \$ 90.000
Brownwood ISD Brownwood ISD	025-902	Wood Pergola Pavilion	_	4th St.	Brownwood	76842	Non-Combustible	1	1900			4042	<u>├</u>	1	\$ 90,000 \$ 7,000	 خ	\$ 90,000 \$ 7,000
Brownwood ISD		Family Services Bldg.		1000 Avenue B	Brownwood	76844	Masonry Non-Combustible	1	1900			32016			\$ 4,378,000	\$ 331,000	\$ 4,709,000
Brownwood ISD	025-902	Family Services Storage 1		1000 Avenue B	Brownwood	76845	Non-Combustible	1	1927	1		104		1	\$ 2,000		\$ 2,000
Brownwood ISD	025-902	Family Services Storage 2		1000 Avenue B	Brownwood	76846	Non-Combustible	1	1900			88			\$ 2,000	ś .	\$ 2,000 \$ 2,000
Brownwood ISD	025-902	Main Elementary Bldg, ID # 805		1000 Avenue B	Brownwood	76847	Masonry Non-Combustible	1	1900			40097	1 1		\$ 5.615.000	\$ 762.000	\$ 6,377,000
Brownwood ISD	025-902	Main Intermediate Bldg.		800 Rogan	Brownwood	76849	Masonry Non-Combustible	1	1925	1		50775	1 1		\$ 5,994,000	\$ 965,000	\$ 6,959,000
Brownwood ISD	025-902	Pavilion ID # 861		800 Rogan	Brownwood	76850	Non-Combustible	1	1900			450		1	\$ 7,000	\$ -	\$ 7,000
Brownwood ISD	025-902	Cafeteria Bldg. ID # 808		800 Rogan	Brownwood	76851	Masonry Non-Combustible	1	1995	1		15221	1	1	\$ 2,171,000	\$ 301,000	\$ 2,472,000
Brownwood ISD	025-902	Lights/Poles		3206 Milam Dr.	Brownwood	76852	Non-Combustible	1	2010			0			\$ 160,000	\$ -	\$ 160,000
Brownwood ISD	025-902	Old Lion Gymnasium ID # 809		800 Rogan	Brownwood	76853	Masonry Non-Combustible	1	1900			18,202			\$ 2,626,000	\$ 102,000	\$ 2,728,000
Brownwood ISD	025-902	Track Field		3206 Milam Dr.	Brownwood	76854	Non-Combustible	1	2010	1		0		1	\$ 150,000	\$ -	\$ 150,000
Brownwood ISD	025-902	Elementary Bldg. ID # 810		2700 Vincent St.	Brownwood	76855	Masonry Non-Combustible	1	1939	1		35765		1	\$ 4,823,000	\$ 680,000	\$ 5,503,000
Brownwood ISD	025-902	Scoreboard-Camp Bowie (Large FB Field)		3206 Milam Dr.	Brownwood	76856	Non-Combustible	1	2010	1		0		1	\$ 150,000	\$ -	\$ 150,000
Brownwood ISD	025-902	Pavilion ID # 862		2700 Vincent St.	Brownwood	76857	Non-Combustible	1	1900			500			\$ 12,000	\$ -	\$ 12,000
Brownwood ISD	025-902	Old Agriculture Bldg.		1802 Stewart St.	Brownwood	76858	Non-Combustible	1	1900			7,599			\$ 223,000	\$ 6,000	\$ 229,000
Brownwood ISD	025-902	New Agriculture Bldg.		1802 Stewart St.	Brownwood	76859	Non-Combustible	1	2010			6,000			\$ 471,000	\$ 56,000	\$ 527,000



# Property and Equipment Breakdown Schedule

										Year								
	Member								Year	Roof								
Member Name	Number	Building	Bldg #		City	Zip Code	Const	# Story	Built	Built	Sprinklered	Sq. Ft.	Cost/Sq. Ft.	%	Source	Building Value	Contents Value	Total Value
Brownwood ISD	025-902	Pig Barn 1 ID # 797			Brownwood	76860	Non-Combustible	1	1900			1,708				\$ 33,000	\$ -	\$ 33,000
Brownwood ISD	025-902	Pig Barn 2 ID # 798			Brownwood	76861	Non-Combustible	1	1900			5,963				\$ 204,000	\$ -	\$ 204,000
Brownwood ISD	025-902	Pig Barn 1 ID # 799			Brownwood	76862	Non-Combustible	1	1900			2,800				\$ 101,000	\$ -	\$ 101,000
Brownwood ISD	025-902	District Warehouse Bldg.			Brownwood	76863	Non-Combustible	1	2011			13,254				\$ 769,000	\$ 161,000	\$ 930,000
Brownwood ISD	025-902	Lawn Mower Storage Bldg.		1801 Stewart St.	Brownwood	76864	Non-Combustible	1	1900			2,747				\$ 105,000	\$ 26,000	\$ 131,000
Brownwood ISD	025-902	Parking Pavilion 1 ID # 802		1801 Stewart St.	Brownwood	76865	Non-Combustible	1	1900			1,220				\$ 23,000	\$ -	\$ 23,000
Brownwood ISD	025-902	Parking Pavilion 2 ID # 803		1801 Stewart St.	Brownwood	76866	Non-Combustible	1	1900			1,040				\$ 20,000	\$-	\$ 20,000
Brownwood ISD	025-902	Parking Pavilion 3 ID # 863		1801 Stewart St.	Brownwood	76867	Non-Combustible	1	1900			420				\$ 10,000	\$-	\$ 10,000
Brownwood ISD	025-902	Childhood Development Bldg.		1200 Avenue D	Brownwood	76868	Masonry Non-Combustible	1	1986			18,084				\$ 1,562,000	\$ 187,000	\$ 1,749,000
Brownwood ISD	025-902	Early Childhood Center		1200 Avenue D	Brownwood	76869	Modified Fire Resistive	1	1990			11,187				\$ 1,341,000	\$ 160,000	\$ 1,501,000
Brownwood ISD	025-902	Pavilion ID # 864		1200 Avenue D	Brownwood	76870	Non-Combustible	1	1900			580				\$ 14,000	\$ -	\$ 14,000
Brownwood ISD	025-902	Storage Bldg. ID # 865		1200 Avenue D	Brownwood	76871	Non-Combustible	1	1900			180				\$ 4,000	\$-	\$ 4,000
Brownwood ISD	025-902	Bus Storage/Shop Bldg.		2304 Crockett Dr.	Brownwood	7687	2 Non-Combustible	1	1940			18,392				\$ 1,179,000	\$ 279,000	\$ 1,458,000
Brownwood ISD	025-902	Field House ID # 815		3206 Milam Dr.	Brownwood	7687	B Masonry Non-Combustible	1	1962			4,590				\$ 600,000	\$ 43,000	\$ 643,000
Brownwood ISD	025-902	Pavilion ID # 816		3206 Milam Dr.	Brownwood	7687	1 Non-Combustible	1	1900			1,440				\$ 33,000	\$-	\$ 33,000
Brownwood ISD	025-902	Home Press Box w/Bleachers		3206 Milam Dr.	Brownwood	7687	5 Non-Combustible	1	2010			3,022				\$ 1,006,000	\$ 12,000	\$ 1,018,000
Brownwood ISD	025-902	Home Ticket Booth		3206 Milam Dr.	Brownwood	7687	5 Non-Combustible	1	1900			384				\$ 26,000	\$ 4,000	\$ 30,000
Brownwood ISD	025-902	Visitor Press Box w/Bleachers		3206 Milam Dr.	Brownwood	7687	7 Non-Combustible	1	1900			2,066				\$ 952,000	\$ 8,000	\$ 960,000
Brownwood ISD	025-902	Visitor Ticket Booth		3206 Milam Dr.	Brownwood	7687	8 Non-Combustible	1	1900			175				\$ 16,000	\$ 2,000	\$ 18,000
Brownwood ISD	025-902	Golf Cart Storage Bldg.		3206 Milam Dr.	Brownwood	7687	9 Non-Combustible	1	1900			864				\$ 37,000	\$ 11,000	\$ 48,000
Brownwood ISD	025-902	Head Start Bldg. 2		1015 Old Coleman Rd.	Brownwood	7688	Non-Combustible	1	2005			1,625				\$ 140,000	\$ 12,000	\$ 152,000
Brownwood ISD	025-902	Head Start Bldg. 1		1015 Old Coleman Rd.	Brownwood	7688	1 Frame	1	2000			6,440				\$ 520,000	\$ 92,000	\$ 612,000
Brownwood ISD	025-902	Storage Bldg. 1		1015 Old Coleman Rd.	Brownwood	7688	2 Non-Combustible	1	1900			192				\$ 4,000	\$ 2,000	\$ 6,000
Brownwood ISD	025-902	Storage Bldg. 2		1015 Old Coleman Rd.	Brownwood	7688	8 Non-Combustible	1	1900			192				\$ 4,000	\$ 2,000	\$ 6,000
Brownwood ISD	025-902	Storage Bldg. 3		1015 Old Coleman Rd.	Brownwood	7688	1 Non-Combustible	1	1900			192				\$ 4,000	\$ 2,000	\$ 6,000
Brownwood ISD	025-902	Storage Bldg. 4		1015 Old Coleman Rd.	Brownwood	7688	5 Non-Combustible	1	1900			192				\$ 4,000	\$ 2,000	\$ 6,000
Brownwood ISD	025-902	Pavilion ID # 874		1015 Old Coleman Rd.	Brownwood	7688	5 Non-Combustible	1	1900			900				\$ 22,000	\$ -	\$ 22,000
Brownwood ISD	025-902	High School Track		2100 Slayden	Brownwood	7688	7 Non-Combustible	1	2004			-				\$ 150,000	\$-	\$ 150,000
Brownwood ISD	025-902	Lights/Poles - BB Field		2100 Slayden	Brownwood	7688	8 Non-Combustible	1	2010			-				\$ 60,000	\$ -	\$ 60,000
Brownwood ISD	025-902	Fencing - BB Field		2100 Slayden	Brownwood	7688	9 Non-Combustible	1	2010			-				\$ 15,000	\$ -	\$ 15,000
Brownwood ISD	025-902	Bleachers - BB Bleachers #1		2100 Slayden	Brownwood	7689	0 Non-Combustible	1	2010			-				\$ 12,000	\$ -	\$ 12,000
Brownwood ISD	025-902	New Bleachers - BB Bleachers #2		2100 Slayden	Brownwood	7689	1 Non-Combustible	1	2014			-				\$ 10,000	\$ -	\$ 10,000
Brownwood ISD	025-902	Scoreboard - Girls Softball Park		2100 Slayden	Brownwood	7689	2 Non-Combustible	1	2010		1	-				\$ 3,500	\$ -	\$ 3,500
Brownwood ISD	025-902	Coggin Avenue Sign		1000 Avenue B	Brownwood	7689	3 Non-Combustible	1	2011		1	-				\$ 20,000	\$ -	\$ 20,000
Brownwood ISD	025-902	East Elementary Sign		2700 Vincent St.	Brownwood	7689	1 Non-Combustible	1	2011			-				\$ 20,000	\$ -	\$ 20,000
Brownwood ISD	025-902	Artificial Turf (Football Field)		3206 Milam Dr.	Brownwood	7689	5 Non-Combustible	1	2012		1	-				\$ 350,000	\$ -	\$ 350,000
Brownwood ISD	025-902	Scoreboard - BB Field		2100 Slayden	Brownwood	7689	5 Non-Combustible	1	2010			-				\$ 3,500	\$ -	\$ 3,500
Brownwood ISD	025-902	Fencing - Girls Softball Park		2100 Slayden	Brownwood	7689	7 Non-Combustible	1	2010			-				\$ 15,000	\$ -	\$ 15,000
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## **Brownwood ISD**

	Member	Vehicle							Comp		Coll	
Member Name	Number	Number	Year	Make	Model	Vin Number	Class	C	ost New	Deductible	Deductible	Dist Unit #
Brownwood ISD	025-902	1	1998	Freightliner	BUS	4UZ6CFAA6WC966450	618400	\$	51,231	\$ 1,000	\$ 1,000	
Brownwood ISD	025-902	2	1996	international	BUS	1HVBBAAN5TH412062	618400	\$	39,000	\$ 1,000	\$ 1,000	
Brownwood ISD	025-902	3	1996	International	BUS	1HVBBAAN3TH412061	618400	\$	39,000	\$ 1,000	\$ 1,000	
Brownwood ISD	025-902	4	1993	International	BUS	1HVBBPEN7PH496579	618400	\$	28,000	\$ 1,000	\$ 1,000	
Brownwood ISD	025-902	5	2004	International	PU	1HTMMAAM74H677859	014990	\$	18,500	\$ 1,000	\$ 1,000	
Brownwood ISD	025-902	6	2000	Chevrolet	PU	1GCGC24R4YR185395	014990	\$	10,250	\$ 1,000	\$ 1,000	
Brownwood ISD	025-902	7	2002	Chevrolet	PU	1GBHC24U82E277668	014990	\$	17,834	\$ 1,000	\$ 1,000	
Brownwood ISD	025-902	8	2003	Chevrolet	PU	1GCEC14VX3Z134653	014990	\$	11,500	\$ 1,000	\$ 1,000	
Brownwood ISD	025-902	9	1998	Ford	PU	1FTDF15N4JLA17717	014990	\$	12,000	\$ 1,000	\$ 1,000	
Brownwood ISD	025-902	10	2005	GMC	PU	1GTEC14V25Z350824	014990	\$	15,473	\$ 1,000	\$ 1,000	
Brownwood ISD	025-902	11	2003	Chevrolet	PU	1GCEC14X93Z165281	014990	\$	14,800	\$ 1,000	\$ 1,000	
Brownwood ISD	025-902	12	2008	Dodge	PU	1D7HA16KX8J220191	014990	\$	15,300	\$ 1,000	\$ 1,000	
Brownwood ISD	025-902	13	2008	Dodge	PU	1D7HA16N08J208268	014990	\$	16,000	\$ 1,000	\$ 1,000	
Brownwood ISD	025-902	14	2000	Chevrolet	PU	1GBGC34RXYF469139	014990	\$	22,000	\$ 1,000	\$ 1,000	
Brownwood ISD	025-902	15	1997	Chevrolet	PU	1GBGC34R8VF014513	014990	\$	16,000	\$ 1,000	\$ 1,000	
Brownwood ISD	025-902	16	2001	Dodge	PU	1B7HC13Y91J574514	014990	\$	18,000	\$ 1,000	\$ 1,000	
Brownwood ISD	025-902	17	2014	Chevrolet	PU	16C1CVCG8EF155500	014990	\$	24,023	\$ 1,000	\$ 1,000	
Brownwood ISD	025-902	18	2003	Chevrolet	PU	1GCGC13U63F145670	014990	\$	17,000	\$ 1,000	\$ 1,000	
Brownwood ISD	025-902	19	2015	Chevrolet	PU	1GC1CUEG7FF183184	014990	\$	30,000	\$ 1,000	\$ 1,000	
Brownwood ISD	025-902	20	2018	Chevrolet	PU	1GCNCNEH1JZ172026	014990	\$	22,094	\$ 1,000	\$ 1,000	
Brownwood ISD	025-902	21	2018	Chevrolet	PU	1GCNCNEH9JZ228276	014990	\$	23,039	\$ 1,000	\$ 1,000	
Brownwood ISD	025-902	22	2008	Chevrolet	SED	1G1ZS58F08F135620	739800	\$	22,000	\$ 1,000	\$ 1,000	
Brownwood ISD	025-902	23	2008	Chevrolet	SED	1G1ZS58F98F118797	739800	\$	22,000	\$ 1,000	\$ 1,000	
Brownwood ISD	025-902	24	2008	Chevrolet	SED	1G1ZS58F48F130601	739800	\$	22,000	\$ 1,000	\$ 1,000	
Brownwood ISD	025-902	25	2014	Ford	Sedan	3FA6P0G74ER336899	739800	\$	21,500	\$ 1,000	\$ 1,000	
Brownwood ISD	025-902	26	2006	Ford	SUV	1FMPU15576LA25137	014990	\$	27,300	\$ 1,000	\$ 1,000	
Brownwood ISD	025-902	27	2007	Chevrolet	SUV	1GNFC16J27J235292	014990	\$	30,588	\$ 1,000	\$ 1,000	
Brownwood ISD	025-902	28	2009	Chevrolet	SUV	1GNFC16089R151070	014990	\$	40,820	\$ 1,000	\$ 1,000	
Brownwood ISD	025-902	29	2010	Ford	SUV	1FMJK1F56AEB70693	014990	\$	35,240	\$ 1,000	\$ 1,000	



	Member	Vehicle								C	Comp		Coll	
Member Name	Number	Number	Year	Make	Model	Vin Number	Class	C	ost New	Ded	luctible	Ded	luctible	Dist Unit #
Brownwood ISD	025-902	30	2014	Ford	SUV	1FMJU1H58EEF14599	014990	\$	36,000	\$	1,000	\$	1,000	
Brownwood ISD	025-902	31	2016	Ford	SUV	1FMJK1FT8GEEF46334	014990	\$	38,000	\$	1,000	\$	1,000	
Brownwood ISD	025-902	32	2016	Chevrolet	SUV	1GNSCGECXGR468245	014990	\$	41,243	\$	1,000	\$	1,000	
Brownwood ISD	025-902	33	2019	Ford	SUV	1FMJK1FTXKEA12406	014990	\$	37,324	\$	1,000	\$	1,000	
Brownwood ISD	025-902	34	1994	16' Flatbed	TRLR	1420	694990	\$	10,000	\$	1,000	\$	1,000	
Brownwood ISD	025-902	35	1989	Flatbed	TRLR	SHOPMADE	694990	\$	10,000	\$	1,000	\$	1,000	
Brownwood ISD	025-902	36	1996	Wallace	TRLR	TBD	694990	\$	10,000	\$	1,000	\$	1,000	
Brownwood ISD	025-902	37	2004	S & S Stock	TRLR	29120037983125513	694990	\$	4,500	\$	1,000	\$	1,000	
Brownwood ISD	025-902	38	2006	Trailer ( Band Dept)	TRLR	C20286W291328	694990	\$	7,000	\$	1,000	\$	1,000	
Brownwood ISD	025-902	39	2013	EXIS	TRLR	4LAES2427D5061325	694990	\$	26,105	\$	1,000	\$	1,000	
Brownwood ISD	025-902	40	2019	LAMA - Maintenance	TRLR	5RVUT1829KP072433	694990	\$	2,220	\$	1,000	\$	1,000	
Brownwood ISD	025-902	41	2012	Ford	VAN	NM06S7DN2CT104236	014990	\$	22,262	\$	1,000	\$	1,000	
Brownwood ISD	025-902	42	2016	Ford	VAN	NM0LS7F73G1243338	014990	\$	24,024	\$	1,000	\$	1,000	



# Brownwood ISD Signature Documents



This Interlocal Agreement ("Agreement") is entered into by and between the Property Casualty Alliance of Texas ("PCAT"), an administrative agency created by the participating Local Government Members (hereinafter defined), and the undersigned Member (hereinafter defined) (collectively "the parties") pursuant to the Interlocal Cooperation Act, Chapter 791, Title 7, Texas Government Code (the "Act"). The parties enter into this Agreement in accordance with the terms and conditions hereof to collectively and cooperatively provide a plan to efficiently and effectively administer a property/casualty program (hereinafter the "Program").

### Witnesseth

WHEREAS the undersigned Member is a political subdivision of the State of Texas and a local government under the Act and PCAT is an administrative agency created pursuant to the Act to administer the Program;

WHEREAS the Program provides a governmental function or service that the Member is authorized and/or required to perform individually;

WHEREAS the Member and PCAT are authorized to enter into this Agreement pursuant to the Act;

WHEREAS the Board of Trustees of Member has agreed to the terms and conditions of the Agreement and authorized Member to enter into this Agreement;

WHEREAS the Member desires to enter into the Agreement in order to provide a more efficient and effective way to acquire certain insurance coverage, including property and casualty insurance, and the reinsurance of such coverages, and the Member does hereby become a party to the Agreement; and

WHEREAS the Member, by entering into this Agreement, has satisfied requirements of the Member to seek competitive bids for the purchase of goods and services, including, but not limited to Chapter 44 of the Texas Education Code.

BE IT RESOLVED that the undersigned Member, in exchange for the promises and agreements contained herein agrees to the following:

The undersigned local government of the State of Texas (the "Member") in consideration for the promise of PCAT, subject to the terms and conditions herein, to provide property, boiler & machinery, auto physical damage, inland marine, electronic data processing equipment, crime, general liability, auto liability, educator's legal liability, employment-practices liability, storage tank liability and similar and related property and casualty lines of insurance and/or self-insurance funding; reinsurance; claims administration; loss prevention/control services; and other risk management services as needed for the Member, and in further consideration of other local government members participating in the Program (hereinafter Local Government Members) executing this Agreement, does hereby adopt and execute the Agreement and become a Member in

the Program, which includes the payment of contributions to the Program as described herein. As such, the Member agrees to the following terms and conditions:

### Terms and Conditions

- 1. **Contribution and Coverage Summary.** The Member agrees that the Participation Period (hereinafter defined as the period of time the Member is responsible for the payment of Contributions), Contributions and coverages provided hereunder shall be as specified in the Contribution and Coverage Summary provided by the Program to the Member. The title of the document referred to herein may also be referred to as the Coverage Summary.
- 2. **Term.** Pursuant to the Act, so long as two or more Members remain in the Program, this Agreement shall renew annually, unless terminated sooner in accordance with the Termination provisions of this Agreement.

### 3. Termination.

- a. By Either Party with 60 Days Notice before Renewal. Either party may terminate this Agreement prior to the end of any Participation Period by giving a sixty (60) day written notice. The member may not effect termination of this Agreement in between the beginning and end of any Participation Period, except as provided in this Termination provision.
- b. By Member Upon Payment of Late Notice Fee. If Member fails to terminate as provided in 3.a., it may still terminate participation prior to the renewal date by paying a late notice fee of 20% of the annual contribution for the expiring Participation Period. Member expressly acknowledges that the late notice fee is not a penalty, but a reasonable approximation of the Program's damages for the Member's untimely withdrawal from the Program. However, once the renewal term begins, the Member can no longer terminate by paying a late notice fee: the Member shall renew per the terms and conditions identified in the renewal Contribution and Coverage Summary.
- c. By the Program upon Breach by Member. The Program may terminate this Agreement at any time based on breach of any of the following obligations, by giving 10 days' written notice to Member of the breach; and Member's failure to cure the breach within said 10 days (or other time period approved by the Program):
  - i. Member fails or refuses to make the payments or contributions as required by this Agreement;
  - ii. Member fails to cooperate and comply with any reasonable requests for information and/or records made by the Program;
  - iii. Member fails or refuses to follow loss prevention recommendations made by the Program or its designee; or
  - iv. Member fails or refuses to comply with any agreement or undertaking on its part set forth in this Agreement, or otherwise breaches this Agreement.

d. **Financial Responsibilities Upon Termination.** If the Member breaches this Agreement, or if the Program terminates participation of the Member under any provision of this Article, the Member agrees that the Program will have no responsibility of an kind or nature to provide coverage post-termination. Further, the Member shall bear the full financial responsibility for any unpaid open claims and expense related to any claim, asserted or unasserted and reported or unreported, against the Program or Member, or incurred by the agents or representatives of Member.

In addition to the foregoing, if termination is due to Member's failure to make required payments or contributions, Member agrees that is shall pay the Program liquidated damages in the amount of 50% of the annual contribution for the expiring Participation Period contributions and shall forfeit all contributions already made to the Program, including without limitation, initial, estimated and adjusted contributions.

### 4. Contributions.

- a. Agreement to Pay. Member agrees to pay contributions based upon a risk-funding plan developed by the Program. Contributions as shown on the Contribution and Coverage Summary are payable upon receipt of an invoice from the Program, or it's authorized representative, and shall be made from Current Revenues available to the Member. All Contribution invoices are deemed late if not paid within forty-five (45) days of the invoice date, and the Program shall have the right to terminate the Member in accordance with 3.c. of the Termination provisions.
- b. **Estimated Contribution.** The Program reserves the right to collect all initial, estimated and adjusted contributions that are due the Program. The contribution shown on the Contribution and Coverage Summary and endorsements is an estimate. The Program reserves the right to audit the records of any Member, as those records pertain to participation in the Program.
- c. **Contribution Adjustment.** Should the Program's income from operations for any given fund year be inadequate to pay the ultimate cost of claims incurred in that fund year, the Program may collect an adjusted contribution from any current or former Member.
- 5. Amendments. This Agreement, including the Contribution and Coverage Summary and coverage documents, may be amended by the Fund, in writing, by providing the Member with written notice before the earlier of (i) the effective date of the amendment, or (ii) the date by which the Member can terminate without payment of late notice fees. An amendment shall only apply prospectively and the Member shall have the right to terminate this Agreement before the Amendment becomes effective, as provided in this Agreement. If the Member fails to provide timely written notice of termination, the Member shall be deemed to have consented to the Program's amendment and agrees to abide by and be bound by the amendment, without necessity of obtaining Member's signature.

The Program may also amend this Agreement or any Contribution and Coverage Summary, effective during the middle of a Participation Period, for any reason including but not limited to the following:

- a. State or federal governments, including any court, regulatory body or agency thereof, adopt a statute, rule, decision, or take any action that would substantially impact the rights or financial obligations of the Program.
- b. The terms of the Program's reinsurance, stop-loss or excess insurance change substantially.
- 6. **Appeals.** Member shall have the right to appeal any written decision or recommendation to the Program's Board of Trustees, and the Board's determination will be final. Any appeal shall be made in writing to the Board Chair within 30 days of the decision or recommendation.
- 7. **Bylaws, Policies and Procedures.** The Member agrees to abide by the Bylaws of the Program, as they may be amended from time to time, and any and all written policies and procedures established by the Program. If a change is made to the Fund's Bylaws, written policies or procedures which conflicts with or impairs the Member, such change will not apply to the Member until the next renewal Participation Period.
- 8. Claims Administration. The Program or its designee agrees to administer all claims for which Member has coverage after notice of loss has been given (notice of loss is defined in the Member's coverage documents received from the Program). The Member authorizes the Program or its designee to act in all matters pertaining to handling of claims for which the Member has coverage pursuant to this Agreement. Member expressly agrees that the Program has sole authority in all matters pertaining to the administration of claims and grants the Program or its designee full decision-making authority in all matters, including without limitation, discussions with claimants and their attorneys or other duly authorized representatives. Member further agrees to be fully cooperative in supplying any information reasonably requested by the Program or its designee, including, without limitation, decisions concerning claim values, payment due on the claim, settlement, subrogation, litigation, or appeals.
- 9. Claims Reporting. Notice of any claim must be provided to the Program no more than 30 days after the Member knows or should have known of the claim or circumstances leading to the claim, unless a different reporting requirement is required by law or provided for in the coverage documents provided to the Member by the Program. Failure by the Member to timely report a claim may result in denial of coverage or payment of fines or penalties imposed by law or regulatory agencies. If the Program advances payment of any fine or penalty arising from the Member's late claim reporting, the Member will reimburse the Program for all such costs.
- 10. **Complete Understanding.** This Agreement, together with any in-force Interlocal Addendums, Bylaws and Contribution and Coverage Summaries, represent and contain the complete understanding and agreement of the Program and the Member, and supersedes all prior written and oral agreements.

- **11. Cooperation and Access.** The Member will furnish annually to PCAT the total number of enrolled students and employees; as well as property, auto, inland marine, electronic data processing equipment schedules, and other underwriting information deemed reasonably necessary by PCAT within the time period specified by the Program. PCAT reserves the right to audit the records of the Member. Member agrees to annually release and/or authorize the release of current-valued claims information to PCAT for the previous five (5) years to allow PCAT to determine the Member's participation in the Program.
- 12. **Current Revenues.** Contributions due pursuant to this Agreement shall be made from Current Revenues available to the Member, and said amount determined in the annual Contribution and Coverage Summary provided to the Member by PCAT.
- 13. **Defense and Prosecution of Claims.** The Member authorizes the Program to engage counsel and/or relevant experts, in the Program's sole discretion, with respect to any claim, dispute, defense or litigation involving any past or current Member.
- 14. Excess Coverage. The Program, in its sole discretion, may purchase excess coverage or reinsurance for all Program coverages. The Program may also act on behalf of individual Members to obtain coverage, invoice the Member, and remit the payment to the appropriate party. If any reinsurer, stop loss carrier, and/or excess coverage provider fails to meet its obligations to the Program or any Member, the Program is not responsible for any payment or any obligations to the Member from any reinsurer, stop loss carrier, or excess coverage provider.
- 15. **Governance**. The PCAT will be governed by a Board of Trustees of PCAT ("Board") in accordance with the Bylaws created and adopted by the Board (hereinafter "Bylaws").
- 16. **Independent Actuarial Study.** PCAT shall provide for an annual independent actuarial study of the Program.
- 17. **Independent Financial Audit.** PCAT shall provide for an annual independent financial audit of the Program.
- 18. **Insurance Terminology.** The Program is not 'insurance', but is rather a mechanism through which eligible entities join together to collectively self-insure and administer certain risk exposures. Any reference in this Agreement or any Program documents, to an insurance term or concept is coincidental, and is not intended to characterize the Program as 'insurance' as defined by law.
- 19. **Investments.** PCAT may invest Member contributions, or any portion thereof, in accordance with guidelines approved by the Board.
- 20. Lawsuit. The Member does hereby agree that any suit brought against the Member pursuant to any of the provisions of the Program may be defended in the name of the Member by counsel selected in the sole discretion of the Program, or its designee, on behalf of and at the expense of the Program as necessary for the defense and/or prosecution of any legal action. Full cooperation by the Member shall be extended to supply any information reasonably needed or required in such defense.

- 21. Loss Prevention. The Member shall have a loss prevention plan, which will be coordinated with the Program to make all reasonable efforts to eliminate and minimize hazards that would contribute to property/casualty losses.
- 22. **Member Equity.** The Program Board of Trustees, in its sole discretion, may declare a dividend distribution of the Program's fund balance to current Members who are in good standing. Former Members forfeit all rights to any potential dividend distribution for the years in which a former Member participated in the Program. Program fund balance belongs to the Program. No individual Member is entitled to an individual allocation or portion of fund balance.
- 23. **Member Representative.** The Member agrees to designate a Member Representative who shall have authority from the Member's Board of Trustees to represent and bind the Member, and the Program will not be required to contact any other individual regarding Program matters for the Member. Any notice to or any agreements with the Member Representative shall be binding upon the Member. The Member reserves the right to change the Member Representative as needed by providing written notice to the Program. Such notice is not effective until actually received by the Program.
- 24. No Waiver of Subrogation Rights. Member shall do nothing to prejudice or waive the Program's existing or prospective subrogation rights under this Agreement. If Member has waived any subrogation right without first obtaining the Program's written consent, the Program shall be entitled to recover from Member any and all sums that the Program would have recovered without such waiver. Recoveries include attorney's fees, costs and expenses.
- 25. **Notice.** Any written notice to the Program shall be made by first class mail, postage prepaid, and delivered to the Chairperson, Property Casualty Alliance of Texas, 12300 Dundee Court, Suite 112, Cypress, Texas 77429.
- 26. **Optional Policies.** From time to time, PCAT may seek to obtain access for Members to optional insurance policies that provide coverage from losses not otherwise addressed by the Property Casualty Alliance of Texas (for example, wind damage). These policies shall create a direct insurer-insured relationship between the offering company and any participating Member, and shall not otherwise be governed by this Agreement. PCAT shall not provide claims administration services for these optional lines of coverage, and shall bear no risk with respect to these policies.
- 27. **Property Valuations.** A Member participating in the property coverage as indicated on the Contributions and Coverage Summary agrees to cooperate with a valuation of property values performed by the Program. New Members must cooperate with the Program to complete the property valuation within ninety (90) days of the inception date of the property coverage as stated on the Contribution and Coverage Summary. The newly valued property and the corresponding additional contribution will be retroactive to the date of the property coverage inception date.
- 28. **Security of Documents.** The Program may grant the Member access to confidential or proprietary information. Member agrees to assume the responsibility for taking all reasonable steps to avoid unauthorized disclosure of this information.

- 29. Severability. If any portion of this Interlocal Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions hereof shall continue in full force and effect.
- 30. **Signatures/Executed Documents.** The Program and Member may rely upon a facsimile or imaged signature as if it were the original. The failure of either party to provide an original, manually executed signature shall not affect the validity or enforceability of this Agreement or any Program document.
- 31. **Subrogation and Assignment of Rights.** The Member assigns all subrogation rights to the Program. The Program has the right, in its sole discretion, without notice to the Member, to bring all claims and lawsuits in the name of the Member or the Program. Member agrees that all subrogation rights and recoveries belong first to the Program, up to the amount of benefits, expenses, and legal fees incurred by the Program.
- 32. Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall lie in Harris County, Texas, unless otherwise mandated by law.
- 33. **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the undersigned shall become a Member of the Program and this Agreement.

### PCAT MEMBER

Signature of Member Representative

Printed Name of Member Representative

Date

### PROPERTY CASUALTY ALLIANCE of TEXAS

Signature of PCAT Chairperson

Printed Name of PCAT Chairperson

Date



# **Brownwood ISD**

- 1. PCAT and **Brownwood ISD** (Member) agree that Member will be a PCAT Member for the 2019-2020 through the 2020-2021 Participation Period. The rates in effect for each Participation Period will be applied to any changes in exposure during each Participation Period, and these rates will be the basis for determining the Contributions due PCAT for each period. Member agrees to an annual rate adjustment, up or down, beginning 9/1/2020 that will reflect the actual percentage change in total PCAT funding rates, defined as the change in rates to fund for reinsurance and pool retained losses. A certified document of these changes will be provided by PCAT to the Member.
- 2. This Interlocal Addendum along with the most recently signed Interlocal Agreement shall represent the entire agreement and may not be amended or altered without the written consent of both parties.
- 3. If Member terminates this Addendum prior to 8/31/2021, a short-term cancellation penalty of twenty percent (20%) of Annualized Contributions for the 2019-2020 Participation Period will be due from Member and payable to PCAT within 30 days after notice of termination is received.
- 4. <u>Member Opt-Out Clause</u>: If future reinsurance terms or catastrophic losses cause an unanticipated change in PCAT's funding model that result in a Member rate and/or deductible increase of more than 10%, then the Member will have the option to reject the renewal and be released from this Addendum with zero penalty cost.

### This Addendum must be executed prior to September 1, 2019.

The undersigned agrees to this Addendum.

Brownwood ISD Authorized Signature

PCAT Board Member

Printed Name

Date

Date

<u>Non-Appropriations Clause</u>: This Addendum is subject to the appropriation of funds by Member in its budget adopted for any fiscal year for the specific purpose of making payments pursuant to this Addendum for that fiscal year. The obligation of Member pursuant to this Addendum in any fiscal year for which this Addendum is in effect shall constitute a current expense of Member for that fiscal year only, and shall not constitute an indebtedness of Member of any monies other than those lawfully appropriated in any fiscal year. In the event of non-appropriation of funds in any fiscal year to make payments pursuant to this Addendum, this Addendum may be terminated.



# **Brownwood ISD**

- 1. PCAT and **Brownwood ISD** (Member) agree that Member will be a PCAT Member for the 2019-2020 through the 2021-2022 Participation Period. The rates in effect for each Participation Period will be applied to any changes in exposure during each Participation Period, and these rates will be the basis for determining the Contributions due PCAT for each period. Member agrees to an annual rate adjustment, up or down, beginning 9/1/2020 that will reflect the actual percentage change in total PCAT funding rates, defined as the change in rates to fund for reinsurance and pool retained losses. A certified document of these changes will be provided by PCAT to the Member.
- 2. This Interlocal Addendum along with the most recently signed Interlocal Agreement shall represent the entire agreement and may not be amended or altered without the written consent of both parties.
- 3. If Member terminates this Addendum prior to 8/31/2022, a short-term cancellation penalty of twenty percent (20%) of Annualized Contributions for the 2019-2020 Participation Period will be due from Member and payable to PCAT within 30 days after notice of termination is received.
- 4. <u>Member Opt-Out Clause</u>: If future reinsurance terms or catastrophic losses cause an unanticipated change in PCAT's funding model that result in a Member rate and/or deductible increase of more than 10%, then the Member will have the option to reject the renewal and be released from this Addendum with zero penalty cost.

### This Addendum must be executed prior to September 1, 2019.

The undersigned agrees to this Addendum.

Brownwood ISD Authorized Signature

PCAT Board Member

Printed Name

Date

Date

<u>Non-Appropriations Clause</u>: This Addendum is subject to the appropriation of funds by Member in its budget adopted for any fiscal year for the specific purpose of making payments pursuant to this Addendum for that fiscal year. The obligation of Member pursuant to this Addendum in any fiscal year for which this Addendum is in effect shall constitute a current expense of Member for that fiscal year only, and shall not constitute an indebtedness of Member of any monies other than those lawfully appropriated in any fiscal year. In the event of non-appropriation of funds in any fiscal year to make payments pursuant to this Addendum, this Addendum may be terminated.



I understand the Member is required to appoint a Member Representative that has express authority to represent and bind the Member in all property/casualty coverage matters, as outlined in the PCAT Interlocal Agreement (Agreement), in the section entitled "General Provisions".

I hereby appoint the following Member Representative:

Printed Name of Member Representative	Member Representative Title			
Mailing Address	City, State & Zip Code			
Street Address	City, State & Zip Code			
Phone Fax	E-mail Address			

Through the execution of my signature below, I hereby warrant that I am duly authorized to sign this Member Representative Form and affirm the named Member's participation. Furthermore, I certify that I have read and understood the entire Agreement.

<u>Member (School Entity)</u> :	Property Casualty Alliance of Texas (PCAT):
Signature of School District's Board Member	Signature of PCAT Board Member
Printed Name	Printed Name of PCAT Board Member
Title	Date
School Entity Name (Member)	

Date

1



### **Coverage Explanation**

Uninsured/Underinsured Motorist Coverage is available to all Members of the PCAT program. Unlike liability coverage, you do have the option of accepting or rejecting the coverage. Uninsured/Underinsured Motorist Coverage protects you, <u>the District</u>, against loss if you are in an accident with another driver who is at fault and who either does not carry liability coverage (uninsured) or has insufficient limits to cover your loss (underinsured).

Uninsured/Underinsured Motorist Coverage is divided into two parts: bodily injury and property damage. Bodily Injury Coverage is available to pay the medical expenses of your passengers if injured. We provide a maximum limit of coverage on a per person basis and a maximum for any one accident. Property Damage Coverage pays for damages to your vehicles caused by an uninsured or underinsured driver. We provide one limit for each accident for all damages you may suffer.\* In the PCAT Contribution & Coverage Summary, these limits are shown:

Bodily Injury – per person	\$30,000
Bodily Injury – per accident	\$60,000
Property Damage	\$25,000

While liability insurance is mandatory in Texas, if coverage is cancelled or the limits carried are not adequate to cover a loss, you may have no recourse for compensation. For instance, the average cost of a private passenger vehicle is over \$20,000. If involved in an accident that is the other driver's fault, the damage to the car alone can be substantial, not to mention the injury to your passengers. While UM/UIM is not designed to fully pay for all losses, it can go far to reduce your loss.

### **Coverage Rejection**

### Initial applicable item – check marks are not acceptable

I hereby reject Uninsured / Underinsured Motorist Coverage

I understand that my rejection of these coverages applies to all covered vehicles including any additional or replacement vehicles I may add in the future, and to all subsequent renewals of my coverage, unless I request a change in writing.

#### Member Name:

Brownwood ISD

Member Representative Name (printed)

Signature:

#### Date:

\*Please refer to the PCAT Coverage forms for a complete explanation of all coverage, exclusions, conditions and terms.



### **Coverage Explanation**

Medical Payments coverage is designed to cover the reasonable medical and funeral expenses for an occupant of a vehicle involved in an accident. These costs may include doctor visits, hospital visits and/or stays, surgery, x-rays, EMT and ambulance fees, and other similar expenses. Medical Payments coverage applies regardless of who is at fault for the accident and is not mandatory.

Limits for Medical Payments are provided on a per person and per accident basis with several options available:

\$ 1,000 per person	\$ 2,500 per person	\$ 5,000 per person
\$10,000 per accident	\$25,000 per accident	\$50,000 per accident

One important exclusion to this coverage is bodily injury to an employee, arising out of and in the course of employment. The intent of this exclusion is to prevent duplication and overlap with workers compensation coverage.\*

### **Coverage Rejection**

### Initial applicable item - check marks are not acceptable



I hereby reject Medical Payments Coverage

I understand that my rejection of these coverages applies to all covered vehicles including any additional or replacement vehicles I may add in the future, and to all subsequent renewals of my coverage, unless I request a change in writing.

Member Name:	Brownwood ISD
Member Representative Name (printed)	
Signature:	
Date:	

\*Please refer to the PCAT Coverage forms for a complete explanation of all coverage, exclusions, conditions and terms.



Abuse, harassment, and molestation of any kind is strictly prohibited at \_\_\_\_\_\_. This includes harassment of an employee to another employee, an employee to a student, a student to an employee, and a student to another student. It is not strictly limited to physical contact and includes, but is not limited to, sexual touching and fondling, exposing children to adult sexual activity or pornographic movies and photographs, have children pose or undress or perform sexual fashion in film, peeping in bathrooms on children, rape or attempted rape of a child.

A copy of the entity's entire policy on abuse, harassment, and molestation is available on-line and/or at \_\_\_\_\_\_. A copy of this policy is included in the Student/Parent Handbook and Employee Handbook. Another copy will be provided to any parent, student or employee when requested in writing.

This policy outlines to whom the reporting of suspected abuse, harassment, and molestation should be made. No person is required to directly confront the person who is the source of the report, or complaint before notifying those listed in the policy and procedures. If all other actions fail, you may report potential abuse, harassment, or molestation directly to the School Board.

The policy also specifies that retaliation against any employee, student, or parent who has filed a complaint is strictly prohibited. Any person acting in such a manner will be subject to disciplinary action.

This attestation does not incorporate all facets of the entity's policies and procedures regarding abuse, molestation, or harassment, but is intended to be a compilation of each.

Signature of Authorized Entity Representative

Printed Name

Title

Date