

EAGLE VALLEY TRANSPORTATION AUTHORITY

NOTICE IS HEREBY GIVEN that a special meeting of the Board of Directors of the Eagle Valley Transportation Authority, Eagle County, Colorado, has been scheduled to take place **virtually** (no in-person option) on Wednesday, June 26, 2024, beginning at 12:00 p.m.
The agenda for the meeting follows.

The Eagle Valley Transportation Authority Board welcomes everyone to its meetings. This meeting will only be available via Zoom. Members of the public are invited to attend via Zoom. [Please click here to register and join the meeting.](#)

BUSINESS MEETING AGENDA

1. Call to Order – 12:00pm
2. Consideration of Changes to Agenda
3. Board Comment
4. Public Comment - 12:05pm
Comments from the public are welcomed during public comment for any topics with the Authority's purview not included in the business agenda. Please state your name & community of residence. Please limit public comments to three minutes or less per individual. If the public is unable to attend the meeting, public comment can be shared via email at Board@EVTA.org.

BUSINESS

5. Business – 12:10pm
 - a. **Resolution 2024-09, Property & Liability Insurance Provider**
Staff have worked with the Authority's insurance broker to solicit multiple quotes for multiple lines of insurance necessary for daily operations of the Authority.

b. Other business

- c. Executive Session pursuant to C.R.S. 24-6-402(4)(e) to develop negotiating positions and instruct negotiators regarding terms of the intergovernmental agreements with Eagle County Government**

6. Adjournment – 2:00pm

The next regular meeting of the Eagle Valley Transportation Authority Board will be held Wednesday, July 10, 2024, at 12:00pm in the Avon Council Chambers.

YOUR BOARD MEMBERSHIP

Eagle Valley Transportation Authority Board

Amy Phillips, President | *Town of Avon*
Jeanne McQueeney, Vice-Chair | *Eagle County*
Dave Eickholt, Treasurer | *Beaver Creek Metro*
Earl Bidez | *Town of Minturn*
Barry Davis | *Town of Vail*
Nick Sunday | *Town of Eagle*
Garrett Alexander | *Town of Red Cliff*

Eagle Valley Transportation Authority Board Alternates

Ray Shei | *Beaver Creek Metro*
Kathy Chandler-Henry | *Eagle County*
Russell Andrade | *Town of Avon*
Bryan Woods | *Town of Eagle*
Brian Rodine | *Town of Minturn*
Cassie Macumber | *Town of Red Cliff*
Pete Seibert | *Town of Vail*

ACCSSIBILITY INFORMATION

Posting Certification:

I hereby certify that a copy of the foregoing Notice of Regular Meeting was, by

me personally, posted to the EVTA Website at least twenty-four (24) hours prior to the meeting to meet the open records meeting law requirement of full and timely notice pursuant to Section 24-6-402(2)(c)(I), C.R.S..

/s/ Dayana Herr

To: The Eagle Valley Transportation Authority Board

From: Scott Robinson, EVTA Deputy Director & Tanya Allen, EVTA Executive Director

Meeting Date: 06/26/2024

SUBJECT: Insurance Provider Selection

RECOMMENDED ACTION: Approve resolution 2024-09 to join the Colorado Special Districts Pool, approve the IGA as presented, approve the lines of coverage presented and authorize the Executive Director and/or Board Chair to sign necessary documents for binding insurance coverage beyond the resolution and IGA.

BACKGROUND

In February 2024 the EVTA engaged with Highstreet TCW Risk Management (TCWRM) for insurance broker services. Since then, TCWRM has been working with EVTA staff to compile the necessary information to solicit quotes on the following lines of insurance from major providers. *Please note, this list is not a comprehensive list of all the insurance EVTA will have. Staff have already presented health, dental & vision insurance to the board and we're working to update our workman's comp coverage for our expected employee growth on August 4.*

1. Property
2. Liability
3. Auto Liability
4. Auto Physical Damage
5. Crime
6. Directors/Officers (Public Entity Liability)
7. Employment Practices
8. Employee Benefits Liability
9. Excess Liability
10. Equipment Floater (Inland Marine)

OUR OPTIONS

TCWRM was able to solicit quotes for the above lines of insurance from the Colorado Special Districts Pool (CSD Pool) and Travelers Insurance. They also approached

Glatfelter Public Practice and Tokio Marine. These markets declined as they are no longer accepting new business for transit authorities.

Colorado Special Districts Pool

The CSD Pool is an insurance cooperative with a mission to support its members' needs. EVTA will need to maintain its membership in the Special Districts Association. [Learn more about the pool here.](#)

Travelers Insurance

Travelers insurance is the current provider for Eagle County Government, including ECO Transit. As the incumbent carrier, they did provide terms for a full year as a stand-alone policy for Eagle Valley Transportation Authority.

STAFF & BROKER RECCOMENDATION:

After reviewing the proposals provided by Travelers and the CSD Pool, Staff and TCWRM recommend binding coverage with the CSD Pool for the below reasons:

1. The CSD Pool is offering more comprehensive coverage and appears to understand the inherent risks associated with a Transportation Authority and Public Entity.
2. The CSD Pool offers reasonable deductible options and higher limits of liability coverage (Travelers generally offers \$1M in liability coverage where CSD offers \$2M). The CSD Pool was also willing to provide higher Excess Liability limits than Travelers.
3. The CSD pool is offering a lower annual premium.

Financial Considerations: The FY2024 budget has \$85,402 budgeted for this type of insurance. The current quote from the CSD pool is \$187,412, for the 06/15/2024 – 12/31/2024 term. Staff will continue to monitor the EVTA FY24 budget and adjust the projections once the board approves a major insurance provider.

ATTACHMENTS:

1. EVTA Package Comparison Spreadsheet
2. CSD Pool Package Proposal

3. Resolution 2024-09
4. IGA with Colorado Special District's Property & Liability Pool

**Eagle Valley Transportation Authority
Coverage Comparison**

Coverage/Limits	Travelers	Colorado Special Districts Pool
Premium	\$497,381	\$342,959
Term	Full Annual Premium 08/01/2024-08/01/2025	\$187,412 - Short Term Rate 06/15/2024-01/01/2025
Carrier Rating	Best Rating A++	Demotech Financial Stability Rating® of AAA.
PROPERTY COVERAGE		
Property Deductible	\$10,000 Per Occurrence	\$5,000 per occurrence
Wind/Hail Deductible	\$10,000 Per Occurrence	2% per occurrence below \$25M with \$5K Min and \$50K Max ded
Building Coverage	\$300,000 Charging Stations	\$300,000 Charging Stations
Business Personal Property Limit	Schedule Property limits	Scheduled Property Limits
Property Valuation	Replacement Cost	Replacement Cost
Is property within 100 ft of a premises automatically included	Yes	No - all property must be scheduled to be included
Flood Coverage	None	None
Flood Deductible	N/A	N/A
Earthquake Coverage	None	None
Earthquake Deductible	N/A	N/A
Equipment Breakdown	Included	Included
Building Ordinance or Law	Included	Not indicated on quote
Business Income / Extra Expense	\$1,000,000	\$250,000
Equipment/Software and Data	Scheduled on Policy	Scheduled on Inland Marine
Valuable Papers	\$100,000	Not indicated on quote
New Acquired Property	\$2,000,000 - building \$1,000,000 BPP - 90 days reporting	\$2,500,000 - 90 days reporting
Outdoor Property	\$25,000	Must be scheduled
Fences	Included	Must be scheduled
Paved Surfaces	Included for Liability	Must be scheduled
Trees, plants, shrubs and lawns	Included	\$25,000
Outdoor Signs & Bus Stops	Included	Must be scheduled
Underground Pipes, Flues or Drains	Not Included	Not Included
General Liability		
General Aggregate	\$2,000,000	None-Unlimited (Subject to financial ability to pay)
Products/Completed Operations Aggregate	\$2,000,000	None-Unlimited (Subject to financial ability to pay)
Each Occurrence	\$1,000,000	\$2,000,000
Personal & Advertising Injury	\$1,000,000	\$2,000,000
Fire Damage to Premises Rented to You	\$1,000,000	\$2,000,000
Medical Expense	Not Covered	\$10,000
Deductible	\$10,000	\$1,000
Per Location General Aggregate	Yes	N/A - No aggregate
Coverage Includes:		
Pollution Liability	Incidental to auto	Broad Pollution policy for events stemming from scheduled properties.
Abuse and Molestation	\$200,000 / \$100,000	Not Covered
Public Officials Liability		
Aggregate	\$2,000,000	None-Unlimited (Subject to financial ability to pay)
Claims made or Occurrence	Claims Made	Claims Made
Each Claim/Each Occurrence	\$1,000,000	\$2,000,000
Deductible	\$5,000	\$1,000
Non-Monetary Injunctive Relief	Not indicated on quote	\$100,000
Defense Inside or Outside of the Limit	Outside	Outside
Fiduciary Liability	Part of the Crime coverage	\$200,000
Employment Practices Liability		
Aggregate	\$1,000,000	Included in the General Liability limit
Claims made or Occurrence	Claims Made	Claims Made
Each Claim/Each Occurrence	\$1,000,000	Included in the General Liability limit
Deductible	\$25,000	50% of loss including Indemnity and Legal Expenses subject to a maximum deductible of *\$50,000
Defense Inside or Outside of the Limit	Outside	Outside
Crime / Employee Theft		
Employee Theft - Blanket - Includes all employees, volunteers, board members and treasurers	\$500,000	\$500,000
Deductible	\$10,000	\$2,500 except for 20% for Social Engineering Fraud

Faithful Performance of Duty	Included	Included
Forgery or Alteration	\$500,000	\$500,000
Money Inside the Premises	\$500,000	\$500,000
Computer and Funds Transfer Fraud	Not Covered	\$500,000
Forgery	\$500,000	\$500,000
Money Order and Paper Currency	Not Covered	\$500,000
COMMERCIAL AUTO		
Combined Single Limit of Liability (Any Auto and Mobile Equipment)	\$1,000,000	Included in the General Liability limit
Auto Liability Deductible	\$25,000	\$1,000
Medical Payments	None	\$10,000
Comprehensive Deductible*	\$25,000	\$1,000
Collision Deductible*	\$25,000	\$1,000
Non-Owned Auto Liability	Included	Included
Hired Auto Liability	Included	Included
Hired Auto Physical Damage Limit	\$50,000	\$50,000
Umbrella Liability		
Each Occurrence	\$5,000,000	\$8,000,000
Aggregate Limit	\$5,000,000	None-Unlimited (Subject to financial ability to pay)
Underlying Coverage Includes:		
Auto Liability	Included	Included
General Liability	Included	Included
Public Officials Liability	Included	Included
Employment Practices Liability	Included	Included

Disclaimer - this comparison is to provide basic coverage differences, but coverage afforded is subject to actual policy terms and conditions

* Comp/Collision deductible for Private

Passenger veh \$5K

Proposal prepared for:

Eagle Valley Transportation Authority

Presented By:

**Mark Carlson, CIC, CPCU
President**

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**Sarajane R Gomez, CIC TRA
Executive Risk Manager**

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384 Inverness Parkway Suite 170
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Web: www.wilsonins.com

Your Risk, Our Responsibility

Your Risk

Every day in the operation of your organization you assume risk, whether the risk is of someone getting injured on one of your premises, damage to one of your buildings or the potential of an employee causing an auto accident. While some of the risks you face are quite obvious, there are multiple risks you may not have even considered.

On your own it is very challenging to identify and manage **Your Risk**.

Our Responsibility

We understand how difficult this process can be and we are here to help you. We have the tools available to address risk, risk your organization may or may not face. We can recommend insurance programs, risk transfer devices and help with the mitigation of risk. But...to do so, we must understand your operations, your risk tolerance and your financial ability to withstand loss.

To accurately and adequately address your risk we must develop a partnership, a partnership in which you share information about your operations, finances, human resources and any concerns you may have now and in the future. In turn we can help you to identify, mitigate, transfer and insure **Your Risk** in the most appropriate and cost beneficial manner possible.

Together in partnership with you, it is **Our Responsibility!**

General Disclaimer

Insurance summaries issued by TCW Risk Management are outlines of coverage offered by insurers. TCW Risk Management relies upon information provided by clients/prospects when preparing these summaries. If changes need to be made, please notify our office immediately. All changes are subject to review and acceptance by the insurance company. Summaries do not constitute a contract and do not include all the terms, coverage, exclusions, limitations or conditions of the actual contract language. The policies themselves must be read for those details. For your reference, policy forms will be made available upon request. In all cases, the policy wording will govern in the event of a loss or claims incident.

Property / Liability Coverage Proposal Invoice

Named Member:
Eagle Valley Transportation Authority
PO Box 1070
Gypsum, CO 81637

Broker of Record:
Highstreet TCW Risk Management
384 Inverness Parkway
Suite 170
Englewood, CO 80112

Proposal No.	Entity ID	Effective Date	Expiration Date	Invoice Date
53035	667	6/15/2024	EOD 12/31/2024	5/31/2024

Coverage	Contribution
Auto Liability	\$13,572.00
Auto Physical Damage	\$104,585.00
Crime	\$1,318.00
Equipment Breakdown	\$ 82.00
Excess	\$18,971.00
General Liability	\$34,857.00
Hired Auto Physical Damage	\$ 36.00
No-Fault Water Intrusion & Sewer Backup	\$1,291.00
Non-Owned Auto Liability	\$ 72.00
Pollution	\$ 0.00
Property	\$3,137.00
Public Officials Liability	\$9,491.00

Total Estimated Contribution	\$187,412
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Estimated Annualized Contribution (for budgeting purposes only) \$342,959

Please note: where included above, Hired Auto Physical Damage and Non-Owned Auto Liability are mandatory coverages and may not be removed. No-Fault Water Intrusion & Sewer Backup coverage may only be removed with completion of the No-Fault Opt Out Endorsement.

The following discounts are applied (Not applicable to minimum contributions):

The total contribution includes a 10% Commission, which calculates to \$18,741.20, paid to the broker reflected above if bound.

Payment evidences "acceptance" of this coverage. The terms of the Intergovernmental Agreement (IGA) require timely payment to prevent automatic cancellation of coverage. Please return this invoice and reference the coverage number on your check to help us apply your payment correctly. Only prior notice to the board of directors of the Colorado Special Districts Property and Liability Pool and subsequent approval may extend cancellation provision.

Please remit to: Colorado Special Districts Property and Liability Pool
c/o McGriff Insurance Services, LLC
PO Box 1539
Portland, OR 97207-1539

We accept online payments at [E-Bill Express](#).
Refer to Payment Instructions page for additional options
billing@csdpool.org
800-318-8870 ext. 3

2024 Excess Liability Options Proposal

This Proposal Does Not Bind Coverage

This report demonstrates what it would cost your district to increase coverage from your current limit of liability to a higher limit.

Named Member: Eagle Valley Transportation Authority

Certificate Number: 53035

<u>Excess Limit</u>	<u>Annual Excess Contribution</u>	<u>Change in Contribution</u>
\$1,000,000	\$8,181	-\$10,790
\$2,000,000	\$11,857	-\$7,114
\$3,000,000	\$13,635	-\$5,336
\$4,000,000	\$14,258	-\$4,713
\$5,000,000	\$15,414	-\$3,557
\$6,000,000	\$16,599	-\$2,372
\$7,000,000	\$17,785	-\$1,186
\$8,000,000*	\$18,971	\$0

* This is your current excess limit.

Note: This is not your Coverage Document. It was created solely for informational purposes.

5/31/2024

Public Entity Liability and Auto Physical Damage Proposal

Master Coverage Document Number: CSD Pool CTC 01 01 24 and CSD Pool PEL 01 01 24

Proposal Number: 53035

Coverage Period: 6/15/2024 to EOD 12/31/2024

Named Member:

Eagle Valley Transportation Authority
PO Box 1070
Gypsum, CO 81637

Broker of Record:

Highstreet TCW Risk Management
384 Inverness Parkway
Suite 170
Englewood, CO 80112

This proposal is provided only for those coverages indicated below for which a contribution is shown.

Coverage	Per Occurrence Limit	Annual Aggregate Limit	Deductible	Contribution
Public Entity Liability Coverage including:	\$2,000,000	None		
General Liability	Included	None	\$1,000	\$34,857
Medical Payments - Premises	\$10,000	None	None	Included
Employee Benefits Liability	Included	None	\$1,000	Included
Public Officials Liability	Included	None	\$1,000	\$9,491
Employment Practices Liability	Included	None	*\$50,000	Included
Pre Loss Legal Assistance	\$3,500	\$7,000	None	Included
No-Fault Water Intrusion & Sewer Backup	\$200,000 limited to \$10,000 Any One Premises	***\$1,000,000	\$1,000	\$1,291
Cyber	\$200,000	**\$200,000	\$1,000	Included
Fiduciary Liability	\$200,000	**\$200,000	\$1,000	Included
Excess Liability - Coverage agreements A,B,C,D	\$8,000,000	None	None	\$18,971
Auto Liability	Included	None	\$1,000	\$13,572
Medical Payments – Auto	\$10,000	None	None	Included
Non-Owned and Hired Auto Liability	Included	None	None	\$72
Uninsured/Underinsured Motorists Liability	Included	None	None	Included
Auto Physical Damage	Per Schedule	Per Schedule	Per Schedule	\$104,585
Hired Auto Physical Damage	\$50,000	N/A	\$500/\$500	\$36
Auto Physical Damage - Employee Deductible Reimbursement	\$2,500	N/A	None	Included

Total Contribution \$182,875

*Employment Practices Liability Deductible: 50% of loss including Indemnity and Legal Expenses subject to a maximum deductible of *\$50,000 each occurrence.

**A \$5,000,000 All Member Annual Aggregate Limit shall apply to Cyber.

**A \$1,000,000 All Member Annual Aggregate Limit shall apply to Fiduciary Liability.

***No-Fault Water Intrusion & Sewer Backup has \$1,000,000 All Member Annual Aggregate Limit.

Additional Endorsements applicable to Member:

Countersigned by:  _____
Authorized Representative

**This proposal does not bind coverage.
Coverage is effective upon receipt of payment, which is considered "acceptance" of coverage.**

Property Proposal

Master Coverage Document Number: CSD Pool CTC 01 01 24 and CSD Pool Property 01 01 24

Proposal Number: 53035

Coverage Period: 6/15/2024 to EOD 12/31/2024

Named Member:

Eagle Valley Transportation Authority
PO Box 1070
Gypsum, CO 81637

Broker of Record:

Highstreet TCW Risk Management
384 Inverness Parkway
Suite 170
Englewood, CO 80112

Limit of Coverage per Occurrence:

\$754,000 Reported Buildings, Business Personal Property, Other Scheduled Items, Outdoor Property and EDP per Schedule.

\$250,000 Business Income including Extra Expense/Rental Income sublimit unless a higher amount is specified on Schedule.

\$220,000 Inland Marine Scheduled items.

\$0 Excess of \$2,000,000 Earthquake Limit per occurrence and annual aggregate per Property Schedule.

\$0 Excess of \$2,000,000 Flood Limit per occurrence and annual aggregate per Property Schedule.
Flood Zone A and Flood Zone V are subject to an all member combined limit of \$60,000,000 per occurrence and annual aggregate.

Locations Covered: Per Schedules on file. Property in Course of Construction must be shown on the Schedule to be covered.

Report of Values: Annual Statement of Values must be submitted and additions/deletions are to be reported as they occur.

Perils Covered: Risk of Direct Physical Loss subject to the terms, conditions, and exclusions in the Master Property Coverage Document.

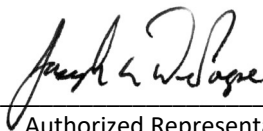
Deductibles: \$5,000 Per Occurrence, except where noted on Member's Schedules
Earthquake - 2% Per Occurrence of the value of the covered damaged property at the time of loss, subject to a \$5,000 minimum and \$50,000 maximum.
Flood - 2% Per Occurrence of the value of the covered damaged property at the time of loss, subject to a \$5,000 minimum and \$50,000 maximum.

Contribution: \$3,137

Additional Endorsements applicable to Member:

Cosmetic Damage Exclusion
Wind and Hail Deductible Endorsement

Countersigned by: _____



Authorized Representative

Named Member: Eagle Valley Transportation Authority	Endorsement: CSD Pool Wind Hail Deductible 01 01 23
Proposal Number: 53035	Effective Date of Endorsement: 6/15/2024
Issued By: Colorado Special Districts Property and Liability Pool	

This endorsement modifies coverage provided under the following:

PROPERTY COVERAGE DOCUMENT
WIND AND HAIL DEDUCTIBLE
PLEASE READ IT CAREFULLY

The following is added to Section 2. **DEDUCTIBLE:**

E. Wind and/or Hail damage to a building or structure identified in the Member District property schedule as Real Property or Outdoor Property:

In respect to Member District's whose total scheduled property values are below \$25M, 2% per **Occurrence** of the value of the covered damaged property and applicable business income at the time the loss occurs, subject to a \$5,000 minimum and \$50,000 maximum per **Occurrence**, unless a higher deductible is scheduled at the damaged location.

In respect to Member District's whose total scheduled property values are over \$25M, 2% per **Occurrence** of the value of the covered damaged property and applicable business income at the time the loss occurs, subject to a \$5,000 minimum and \$75,000 maximum per **Occurrence**, unless a higher deductible is scheduled at the damaged location.

ALL OTHER TERMS AND CONDITIONS OF THE PROPERTY COVERAGE FORM REMAIN UNCHANGED.

Named Member: Eagle Valley Transportation Authority	Endorsement: CSD Pool Cosmetic Damage Exclusion 01 01 23
Proposal Number: 53035	Effective Date of Endorsement: 6/15/2024
Issued By: Colorado Special Districts Property and Liability Pool	

This endorsement modifies the coverage provided under the following:

**PROPERTY COVERAGE DOCUMENT
COSMETIC DAMAGE EXCLUSION
PLEASE READ IT CAREFULLY**

The following is added to Section 7 PERILS EXCLUDED:

V. Against Cosmetic Damage to Roof Surfacing caused by or resulting from wind and/or hail to a building or structure identified in the **Member District** property schedule as **Real Property** or **Outdoor Property**.

For purposes of this endorsement, the following is added to SECTION 34 ADDITIONAL DEFINITIONS:

Roof Surfacing means the shingles, tiles, cladding, metal or synthetic sheeting or similar materials covering the roof and includes all materials used in securing the roof surface and all materials applied to or under the roof surface for moisture protection, as well as roof flashing, vent covers and gutters.

Cosmetic Damage means that the wind and/or hail caused marring, pitting or other superficial damage that altered the appearance of the roof surfacing, but such damage does not prevent the roof from continuing to function as a barrier to entrance of the elements to the same extent as it did before the cosmetic damage occurred.

However, this exclusion shall not apply to **Cosmetic Damage** to the front entry, areas of **Roof Surfacing** visibly apparent to a pedestrian from the street or sidewalk composing less than 25% of the roof area of a **Member District's** scheduled building or structure identified as **Real Property** or **Outdoor Property**. The **Pool** will pay for **Cosmetic Damage** to such areas, limited to less than 25% of the roof area of the scheduled building or structure, subject to all other terms, conditions and exclusions of the Property Coverage Form.

ALL OTHER TERMS AND CONDITIONS OF THE PROPERTY COVERAGE FORM REMAIN UNCHANGED.



Equipment Breakdown Proposal

Master Coverage Document Number: CSD Pool EB 01 01 21

Proposal Number: 53035

Coverage Period: 6/15/2024 to EOD 12/31/2024

Named Member:

Eagle Valley Transportation Authority
PO Box 1070
Gypsum, CO 81637

Broker of Record:

Highstreet TCW Risk Management
384 Inverness Parkway
Suite 170
Englewood, CO 80112

Covered Equipment:

Equipment that (1) generates, transmits or utilizes energy, including electronic communications and data processing equipment; or (2) which during normal usage, operates under vacuum or pressure, other than the weight of its contents.

Locations:

Property must be at a location described in the Named Member's current Schedule of Property on file with the CSD Pool and must be owned, leased, or operated under the control of the Member District.

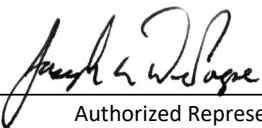
Equipment Breakdown Limit: \$362,000 Scheduled Property

Sub Limits:

Newly Acquired Locations (90 Days Reporting)	\$2,500,000
Business Income / Extra Expense	\$1,000,000
Expediting Expenses	\$1,000,000
Rental Income	\$1,000,000
Demolition & Increased Cost of Construction	\$1,000,000
Off-Premises Equipment Breakdown	\$500,000
Service Interruption	\$250,000
Hazardous Substances	\$250,000
Perishable Goods	\$250,000
Data Restoration	\$250,000
Green Property Upgrade	\$100,000
Public Relations Coverage	\$5,000

Deductible: \$1,000 per Occurrence

Contribution: \$82

Countersigned by: 
Authorized Representative

Crime Proposal

Master Coverage Document Number: J05931794

Insurer: Federal Insurance Company (Chubb)

Proposal Number: 53035

Coverage Period: 6/15/2024 to EOD 12/31/2024

Named Member:

Eagle Valley Transportation Authority
PO Box 1070
Gypsum, CO 81637

Broker of Record:

Highstreet TCW Risk Management
384 Inverness Parkway
Suite 170
Englewood, CO 80112

Covered Designated Agent(s):

Coverages and Limits:

Employee Theft:	\$500,000
<ul style="list-style-type: none"> · Limit is maximum for each loss · Employee includes executives, full-time, part-time, seasonal, leased and temporary employee(s), interns or non-compensated volunteer. · Includes funds from a sponsored benefit plan. 	
Public Official Faithful Performance of Duty:	\$500,000
Client Theft:	\$500,000
Forgery or Alteration:	\$500,000
On Premises:	\$500,000
In Transit:	\$500,000
Computer System Fraud:	\$500,000
Funds Transfer Fraud:	\$500,000
Debit, Credit or Charge Card Fraud:	\$500,000
Money Orders and Counterfeit Paper Currency Fraud:	\$500,000
Social Engineering Fraud:	\$250,000

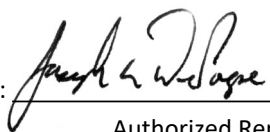
Deductible(s):

All Crime except Social Engineer Fraud:	\$2,500
Social Engineering Fraud:	20% of Social Engineering Fraud Limit

Contribution: \$1,318

Policy Forms:

PF-52815 (04/20)	The Chubb Primary SM Commercial Crime Insurance
PF-52853 (04/20)	Governmental Entity (Colorado Special Districts Pool) Endorsement
PF-53127 (04/20)	Colorado Amendatory Endorsement
PF-52851 (04/20)	Add Corporate Credit Card Coverage

Countersigned by:  _____
Authorized Representative

Identity Recovery Proposal

Master Coverage Policy Number:
CSD Pool IDR Form 01 01 21

Insurer:
The Hartford Steam Boiler Inspection
and Insurance Company

Proposal Number: 53035

Coverage Period: 6/15/2024 to EOD 12/31/2024

Named Member:
Eagle Valley Transportation Authority
PO Box 1070
Gypsum, CO 81637

Broker of Record:
Highstreet TCW Risk Management
384 Inverness Parkway
Suite 170
Englewood, CO 80112

Member:
All permanent employees and District Board members participating in the Colorado Special Districts Property and Liability Pool; Special District Association of Colorado staff and Board of Directors.

Coverage:
Reimbursement coverage for expenses arising from a defined "Identity Theft" event. Including: legal fees for answer of civil judgements and defense of criminal charges; phone, postage, shipping fees; notary and filing fees; credit bureau reports; lost wages; child/elder care and mental health counseling.

This coverage does not reimburse the member for monies stolen or fraudulently charged to the member, and excludes loss arising from the member's fraudulent, dishonest or criminal act.

Annual Aggregate Limit per Member: \$35,000

Case Management Service Expenses - does not reduce the limit available

Legal Costs - reduces the limit available

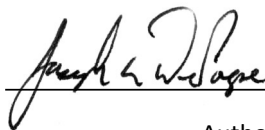
Sub Limits:

\$5,000	Lost Wages and Child/Elder Care
\$1,000	Mental Health Counseling
\$1,000	Miscellaneous Expenses

Coverage Trigger: Coverage is provided on a discovery basis with a 60-day reporting requirement

Claims: For Recovery Assistance and Counseling, please call 1-800-945-4617

Countersigned by:



Authorized Representative

Environmental Legal Liability Proposal

Master Policy Number: ER00A9V24

Proposal Number: 53035

Named Member:

Eagle Valley Transportation Authority
PO Box 1070
Gypsum, CO 81637

Insurer: Aspen Specialty Insurance Company

Coverage Period: 6/15/2024 to EOD 12/31/2024

Broker of Record:

Highstreet TCW Risk Management
384 Inverness Parkway
Suite 170
Englewood, CO 80112

Claims-Made Coverage:

1. **First Party Protection:** For coverages 1.a – 1.d, the pollution incident must be first discovered by the responsible insured and reported to the insurer during the policy period.
 - a. **Clean up:** Covers clean-up costs resulting from a pollution incident on, at, under, or migrating from or through an insured location.
 - b. **Emergency Response:** Covers emergency response cost resulting from a
 - c. **Pollution Incident:** (i) on, at, under or migrating from or through an insured location; (ii) caused by transportation; or (iii) caused by covered operations.
 - d. **Environmental Crisis:** Covers crisis cost resulting from a crisis event.
 - e. **Business Interruption:** Covers business interruption cost and extra expense incurred by the insured and solely and directly by a pollution incident on, at or under an insured location, provided the pollution incident results in clean-up cost covered by this policy.

2. **Legal Liability Protection:** For coverages 2.a – 2.d, the claim for damages because of such bodily injury or property damage, or a claim for such clean-up cost, is first made against an insured and reported to the insurer during the policy period.
 - a. **Insured Location:** Covers sums the insured becomes legally obligated to pay: (1) as damages because of bodily injury or property damage; or (ii) for clean-up costs, resulting from a pollution incident on, at under, or migrating from or through an insured location.
 - b. **Non-owned Site:** Covers sums the insured becomes legally obligated to pay (1) as damages because of bodily injury or property damage; or (ii) for clean-up costs, resulting from a pollution incident on, at under, or migrating from or through any non-owned site.
 - c. **Transportation:** Covers sums the insured becomes legally obligated to pay (1) as damages because of bodily injury or property damage; or (ii) for clean-up costs, resulting from a pollution incident caused by transportation.
 - d. **Covered Operations:** Covers sums the insured becomes legally obligated to pay (1) as damages because of bodily injury or property damage; or (ii) for clean-up costs, resulting from a pollution incident caused by covered operations or completed operations.

Limits of Liability: \$1,000,000 Each Pollution Incident
 \$5,000,000 Total Policy and Program Aggregate – Shared All Members
 Sublimits: \$500,000 Environmental Crisis Aggregate
 \$250,000 Business Interruption Aggregate
 \$100,000 Perfluorinated Compounds Aggregate

Member Deductible: \$1,000 Each Pollution Incident

This proposal does not bind coverage.

Coverage is effective upon receipt of payment, which is considered “acceptance” of coverage.

Retroactive Date: January 1, 2009 (unless otherwise specified)

Defense Costs: Legal defense expenses and settlement shall erode the Limits of Liability

Partial List of Exclusions:

Asbestos, Contractual Liability, Criminal Fines and Criminal Penalties, Cross Liability (Insured vs. Insured), Damage to Insured's Product/Work, Divested Property, Employers Liability, Fraud or Misrepresentation, Intentional Non-Compliance, Internal Expenses, Known Conditions, Lead-Based Paint, Material Change in Risk, Non-Owned Disposal Sites, Underground Storage Tanks and Above Ground Storage Tanks excluded unless scheduled, Vehicle Damage, War or Terrorism, Workers Compensation, Lead at all gun or shooting ranges, Maintenance, Upgrades, Improvements or Installations where required by law, Microbial Matter with carveback for sudden and accidental water intrusion; 10-day discovery period/30 day reporting period, Prior Claims, Communicable Disease

Policy Forms:

ASPENV110 06 17	Environmental Legal Liability Policy
ASPENV098 11 17	Cap on Losses from Certified Acts of Terrorism
ASPENV340 05 17	Insured Location(s) Schedule Endorsement
ASPENV310 05 17	Known Conditions Exclusion Endorsement
ASPENV316 05 17	Legal Expense Aggregate Limit of Liability Endorsement
ASPENV117 11 17	Self-Insured Retention Aggregate (Erosion by Underlying Policies)
ASPENV117 11 17	Sewage Back-up Deductible Amendatory Endorsement
ASPENV117 11 17	Perfluorinated Compounds, Sublimit and Retroactive Date Amendatory Endorsement
ASPENV117 11 17	Cancellation Amendatory Endorsement
ASPENV117 11 17	Microbial Matter Exclusion Endorsement
ASPENV117 11 17	Maintenance, Upgrade, Improvements or Installations Exclusion Endorsement
ASPENV117 11 17	Retroactive Date All Coverage Endorsement
ASPENV117 11 17	Microbial Matter Sudden and Accidental Coverage Limitation Amendatory Endorsement
ASPENV117 11 17	Insured Location/Acquired Property Endorsement
ASPENV117 11 17	Public Entity Amendatory Endorsement
ASPENV322 05 17	Minimum Earned Premium Endorsement
ASPENV341 05 17	Named Insured Schedule Endorsement
ASPENV118 11 17	Nuclear, Biological, Chemical, or Radiological Terrorism Exclusion
ASPENV003 05 17	Other Insurance Condition Amendatory Endorsement
ASPER334 01 14	Prior Claim Exclusion Endorsement
ASPENV338 04 19	Schedule of Crisis Management Firms Endorsement
ASPENV431 11 17	Aspen Environmental Emergency Response Hotline
SNCO 1021	Colorado Surplus Lines Notice
ASPENV117.EL.0920.X	Communicable Disease Exclusion

Additional Endorsements Applicable to Named Member:

Countersigned by:  _____
Authorized Representative

Terrorism, Sabotage and Malicious Attack Proposal

Master Coverage Policy Number:

TER P 004 CW (06/11) physical loss or damage
33HIS00151 Terrorism Combined Liability
TER P0027CW (05/17) Malicious Attack
10/17 Malicious Attack combined liability

Insurer:

Lloyds, Hiscox Syndicate 33

Proposal Number: 53035

Coverage Period: 6/15/2024 to EOD 12/31/2024

Named Member:

Eagle Valley Transportation Authority
PO Box 1070
Gypsum, CO 81637

Broker of Record:

Highstreet TCW Risk Management
384 Inverness Parkway
Suite 170
Englewood, CO 80112

Coverage for All CSD Pool Members combined	Per Occurrence Limit	Annual Aggregate Limit	Deductible
All Coverages Combined	n/a	\$105,000,000	n/a
Terrorism and Sabotage – Physical Loss or Damage	\$100,000,000	\$100,000,000	\$10,000
Terrorism – Combined Liability	\$10,000,000	\$10,000,000	\$10,000
Malicious Attack – Physical Loss or Damage & Combined Liability	\$5,000,000	\$5,000,000	\$5,000
<i>Malicious Attack Sub-limits applicable:</i>			
Prevention or Restriction of Access	\$2,500,000	\$2,500,000	\$5,000
Utilities	\$2,500,000	\$2,500,000	\$5,000
Personal Accident Costs	\$250,000	\$250,000	\$5,000
Crisis Management Costs	\$250,000	\$250,000	\$5,000

Report all Claims to: Phone: (800) 318-8870, ext. 1
Email: claims@csdpool.org

Countersigned by:  _____
Authorized Representative

**This proposal does not bind coverage.
Coverage is effective upon receipt of payment, which is considered “acceptance” of coverage.**

**General Liability Schedule
Transit District**

Proposal Number: 53035

Coverage Period: 6/15/2024 - EOD 12/31/2024

Named Member: Eagle Valley Transportation Authority

Broker:

Code	Description	Unit	Amount	Effective Date	Expiration Date
97	97-Additional First Named Members (Subdistricts)	Total	1.00	6/15/2024	12/31/2024
142	142-Total Operating Expenses - Transit	Dollars	17,970,454.00	6/15/2024	12/31/2024
215	215-Buildings & Premises Occupied by District	Sq. Ft.	124,741.00	6/15/2024	12/31/2024
348	348-Number of Board Members	Total	5.00	6/15/2024	12/31/2024
350	350-Number of Permanent Employees - Full-Time	Total	100.00	6/15/2024	12/31/2024
351	351-Number of Permanent Employees - Part-Time	Total	10.00	6/15/2024	12/31/2024
366	366-Total Payroll	Dollars	6,385,000.00	6/15/2024	12/31/2024
900	900-Services Contracted out to Others	Dollars	10,000.00	6/15/2024	12/31/2024

If your district has exposures not listed on the General Liability schedule above, such as airplanes, security staff, bridges, drones, etc., please furnish details. Certain activities may be excluded or restricted.

Property Schedule

Proposal Number: 53035

Coverage Period: 6/15/2024-EOD 12/31/2024

Named Member:

Eagle Valley Transportation Authority

Broker:

Highstreet TCW Risk Management

Per Occurrence Deductible: \$5,000.00

Location/Premise Address / Description	Construction Class	Prot. Class	Valuation	Values	Property Contrib.	Quake Contrib.	Flood Contrib.
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Location / Premise#	001-001	Unique#	PROP-00117616	Masonry Noncombustible	2	Replacement	Buildings:	\$ 0.00	\$104		
MSC A Office		Year Built:	2000	Term:	6/15/2024 to 12/31/2024		Contents:	\$150,000.00			
3289 Cooley Mesa Road		Sq. Feet:	2520	County:	Eagle	Ded:	\$5,000.00	EDP:	\$ 0.00		
				Business Inc:				\$ 0.00			
Gypsum, CO 81637		# Stories	1.00	Flood Zone:	Zone X		UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: No		Excess Quake Applies: No		Excess Flood Applies: No			Otherwise Classified:	\$ 0.00			

Location / Premise#	001-002	Unique#	PROP-00117617	Masonry Noncombustible	2	Replacement	Buildings:	\$ 0.00	\$ 35		
MSC B Office		Year Built:	2000	Term:	6/15/2024 to 12/31/2024		Contents:	\$50,000.00			
3289 Cooley Mesa Road		Sq. Feet:	2180	County:	Eagle	Ded:	\$5,000.00	EDP:	\$ 0.00		
				Business Inc:				\$ 0.00			
Gypsum, CO 81637		# Stories	1.00	Flood Zone:	Zone X		UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: No		Excess Quake Applies: No		Excess Flood Applies: No			Otherwise Classified:	\$ 0.00			

Location / Premise#	001-003	Unique#	PROP-00117618	Masonry Noncombustible	2	Replacement	Buildings:	\$ 0.00	\$ 17		
MSC C Office		Year Built:	2000	Term:	6/15/2024 to 12/31/2024		Contents:	\$25,000.00			
3289 Cooley Mesa Road		Sq. Feet:	1235	County:	Eagle	Ded:	\$5,000.00	EDP:	\$ 0.00		
				Business Inc:				\$ 0.00			

This proposal does not bind coverage.
Coverage is effective upon receipt of payment, which is considered "acceptance" of coverage.

Property Schedule

Proposal Number: 53035

Coverage Period: 6/15/2024-EOD 12/31/2024

Named Member:

Eagle Valley Transportation Authority

Broker:

Highstreet TCW Risk Management

Per Occurrence Deductible: \$5,000.00

Location/Premise Address / Description	Construction Class	Prot. Class	Valuation	Values	Property Contrib.	Quake Contrib.	Flood Contrib.
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Gypsum, CO 81637	# Stories	1.00	Flood Zone:	Zone X	UG Pipes:	\$ 0.00
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No	Excess Flood Applies: No		Otherwise Classified:	\$ 0.00	

Location / Premise#	001-004	Unique#	PROP-00117619	Masonry Noncombustible	2	Replacement	Buildings:	\$ 0.00	\$ 3
Eco-Vehicle Building D Bus Storage	Year Built:	2000	Term:	6/15/2024 to 12/31/2024		Contents:	\$5,000.00		
3289 Cooley Mesa Road	Sq. Feet:	32000	County:	Eagle	Ded:	\$5,000.00	EDP:	\$ 0.00	
							Business Inc:	\$ 0.00	
Gypsum, CO 81637	# Stories	1.00	Flood Zone:	Zone X	UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No	Excess Flood Applies: No		Otherwise Classified:	\$ 0.00				

Location / Premise#	001-005	Unique#	PROP-00117620	Masonry Noncombustible	2	Replacement	Buildings:	\$ 0.00	\$ 10
Outside Storage Area Parking - Light Poles	Year Built:	2000	Term:	6/15/2024 to 12/31/2024		Contents:	\$ 0.00		
3289 Cooley Mesa Road	Sq. Feet:	15500	County:	Eagle	Ded:	\$5,000.00	EDP:	\$ 0.00	
							Business Inc:	\$ 0.00	
Gypsum, CO 81637	# Stories	1.00	Flood Zone:	Zone X	UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: Yes	Excess Quake Applies: No	Excess Flood Applies: No		Otherwise Classified:	\$5,000.00				

Location / Premise#	001-006	Unique#	PROP-00117621	Masonry Noncombustible	2	Replacement	Buildings:	\$ 0.00	\$ 10
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This proposal does not bind coverage.
Coverage is effective upon receipt of payment, which is considered "acceptance" of coverage.

Property Schedule

Proposal Number: 53035

Coverage Period: 6/15/2024-EOD 12/31/2024

Named Member:

Eagle Valley Transportation Authority

Broker:

Highstreet TCW Risk Management

Per Occurrence Deductible: \$5,000.00

Location/Premise Address / Description	Construction Class	Prot. Class	Valuation	Values	Property Contrib.	Quake Contrib.	Flood Contrib.
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Eco-Vehicle & Bus Parking Lot - Light Poles	Year Built: 2000	Term: 6/15/2024 to 12/31/2024	Contents: \$ 0.00				
3289 Cooley Mesa Road	Sq. Feet: 5700	County: Eagle	Ded: \$5,000.00	EDP: \$ 0.00			
Gypsum, CO 81637	# Stories: 1.00	Flood Zone: Zone X		Business Inc: \$ 0.00			
NOC Equipment Breakdown Applies: Yes	Excess Quake Applies: No	Excess Flood Applies: No		UG Pipes: \$ 0.00			
				Otherwise Classified: \$5,000.00			

Location / Premise# 001-007	Unique# PROP-00117622	Masonry Noncombustible	2	Replacement	Buildings: \$ 0.00	\$ 10		
Common Space Parking Lot - Light Poles	Year Built: 2000	Term: 6/15/2024 to 12/31/2024	Contents: \$ 0.00					
3289 Cooley Mesa Road	Sq. Feet: 15500	County: Eagle	Ded: \$5,000.00	EDP: \$ 0.00				
Gypsum, CO 81637	# Stories: 1.00	Flood Zone: Zone X		Business Inc: \$ 0.00				
NOC Equipment Breakdown Applies: Yes	Excess Quake Applies: No	Excess Flood Applies: No		UG Pipes: \$ 0.00				
				Otherwise Classified: \$5,000.00				

Location / Premise# 001-008	Unique# PROP-00117652	Not Assigned	2	Replacement	Buildings: \$ 0.00	\$ 71		
Light Poles (10), Light fixtures, Security Cameras, Exterior Sign	Year Built: 2000	Term: 6/15/2024 to 12/31/2024	Contents: \$ 0.00					
3289 Cooley Mesa Road	Sq. Feet: 1	County: Eagle	Ded: \$5,000.00	EDP: \$ 0.00				
Gypsum, CO 81637	# Stories: 1.00	Flood Zone: Zone X		Business Inc: \$ 0.00				
				UG Pipes: \$ 0.00				

This proposal does not bind coverage.
Coverage is effective upon receipt of payment, which is considered "acceptance" of coverage.

Property Schedule

Proposal Number: 53035

Coverage Period: 6/15/2024-EOD 12/31/2024

Named Member:

Eagle Valley Transportation Authority

Broker:

Highstreet TCW Risk Management

Per Occurrence Deductible: \$5,000.00

Location/Premise Address / Description	Construction Class	Prot. Class	Valuation	Values	Property Contrib.	Quake Contrib.	Flood Contrib.
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NOC Equipment Breakdown Applies: Yes	Excess Quake Applies: No	Excess Flood Applies: No		Otherwise Classified:	\$35,000.00
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Location / Premise#	002-001	Unique#	PROP-00117623	Frame	3	Replacement	Buildings:	\$ 0.00	\$ 7		
Lake Creek Village - Unit 4-104	Year Built:	1993	Term:	6/15/2024 to 12/31/2024		Contents:	\$5,000.00				
4923 Lake Creek Village Drive	Sq. Feet:	700	County:	Eagle	Ded:	\$5,000.00	EDP:	\$ 0.00			
							Business Inc:	\$ 0.00			
Edwards, CO 81632	# Stories	2.00	Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No	Excess Flood Applies: No					Otherwise Classified:	\$ 0.00			

Location / Premise#	002-002	Unique#	PROP-00117624	Frame	3	Replacement	Buildings:	\$ 0.00	\$ 7		
Lake Creek Village - Unit 20-103	Year Built:	1993	Term:	6/15/2024 to 12/31/2024		Contents:	\$5,000.00				
4923 Lake Creek Village Drive	Sq. Feet:	700	County:	Eagle	Ded:	\$5,000.00	EDP:	\$ 0.00			
							Business Inc:	\$ 0.00			
Edwards, CO 81632	# Stories	2.00	Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No	Excess Flood Applies: No					Otherwise Classified:	\$ 0.00			

Location / Premise#	002-003	Unique#	PROP-00117625	Frame	3	Replacement	Buildings:	\$ 0.00	\$ 7		
Lake Creek Village - Unit 23-202	Year Built:	1993	Term:	6/15/2024 to 12/31/2024		Contents:	\$5,000.00				
4923 Lake Creek Village	Sq. Feet:	700	County:	Eagle	Ded:	\$5,000.00	EDP:	\$ 0.00			

This proposal does not bind coverage.
Coverage is effective upon receipt of payment, which is considered "acceptance" of coverage.

Property Schedule

Proposal Number: 53035

Coverage Period: 6/15/2024-EOD 12/31/2024

Named Member:

Eagle Valley Transportation Authority

Broker:

Highstreet TCW Risk Management

Per Occurrence Deductible: \$5,000.00

Location/Premise Address / Description	Construction Class	Prot. Class	Valuation	Values	Property Contrib.	Quake Contrib.	Flood Contrib.
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Drive						Business Inc:	\$ 0.00
Edwards, CO 81632	# Stories	2.00	Flood Zone:	Zone X		UG Pipes:	\$ 0.00
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No		Excess Flood Applies: No			Otherwise Classified:	\$ 0.00

Location / Premise#	002-004	Unique#	PROP-00117626	Frame	3	Replacement	Buildings:	\$ 0.00	\$ 7		
Lake Creek Village - Unit 32-201	Year Built:	1993	Term:	6/15/2024 to 12/31/2024		Contents:	\$5,000.00				
4923 Lake Creek Village Drive	Sq. Feet:	700	County:	Eagle	Ded:	\$5,000.00	EDP:	\$ 0.00			
			Business Inc:				\$ 0.00				
Edwards, CO 81632	# Stories	2.00	Flood Zone:	Zone X		UG Pipes:	\$ 0.00				
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No		Excess Flood Applies: No			Otherwise Classified:	\$ 0.00				

Location / Premise#	003-001	Unique#	PROP-00117627	Frame	2	Replacement	Buildings:	\$ 0.00	\$ 6		
Quail Run - Unit 107-2	Year Built:	2000	Term:	6/15/2024 to 12/31/2024		Contents:	\$5,000.00				
107-2 Quail Circle	Sq. Feet:	1742	County:	Eagle	Ded:	\$5,000.00	EDP:	\$ 0.00			
			Business Inc:				\$ 0.00				
Gypsum, CO 81637	# Stories	3.00	Flood Zone:	Zone X		UG Pipes:	\$ 0.00				
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No		Excess Flood Applies: No			Otherwise Classified:	\$ 0.00				

This proposal does not bind coverage.
Coverage is effective upon receipt of payment, which is considered "acceptance" of coverage.

Property Schedule

Proposal Number: 53035

Coverage Period: 6/15/2024-EOD 12/31/2024

Named Member:

Eagle Valley Transportation Authority

Broker:

Highstreet TCW Risk Management

Per Occurrence Deductible: \$5,000.00

Location/Premise Address / Description	Construction Class	Prot. Class	Valuation	Values	Property Contrib.	Quake Contrib.	Flood Contrib.
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Location / Premise#	004-001	Unique#	PROP-00117628	Frame	2	Replacement	Buildings:	\$ 0.00	\$ 6		
Quail Run - Unit 106-4	Year Built:	2000	Term:	6/15/2024 to 12/31/2024		Contents:		\$5,000.00			
106-4 Quail Circle	Sq. Feet:	1566	County:	Eagle	Ded:	\$5,000.00	EDP:	\$ 0.00			
							Business Inc:	\$ 0.00			
Gypsum, CO 81637	# Stories	3.00	Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No		Excess Flood Applies: No				Otherwise Classified:	\$ 0.00			

Location / Premise#	005-001	Unique#	PROP-00117629	Frame	2	Replacement	Buildings:	\$ 0.00	\$ 6		
Gypsum - Apt #3 - KRC Properties	Year Built:	1995	Term:	6/15/2024 to 12/31/2024		Contents:		\$5,000.00			
605 Bertroch Lane	Sq. Feet:	1000	County:	Eagle	Ded:	\$5,000.00	EDP:	\$ 0.00			
							Business Inc:	\$ 0.00			
Gypsum, CO 81637	# Stories	1.00	Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No		Excess Flood Applies: No				Otherwise Classified:	\$ 0.00			

Location / Premise#	005-002	Unique#	PROP-00117630	Frame	2	Replacement	Buildings:	\$ 0.00	\$ 10		
Gypsum - Apt #4 - KRC Properties	Year Built:	1995	Term:	6/15/2024 to 12/31/2024		Contents:		\$ 0.00			
605 Bertroch Lane	Sq. Feet:	1000	County:	Eagle	Ded:	\$5,000.00	EDP:	\$ 0.00			
							Business Inc:	\$ 0.00			
Gypsum, CO 81637	# Stories	2.00	Flood Zone:	Zone X			UG Pipes:	\$ 0.00			

**This proposal does not bind coverage.
Coverage is effective upon receipt of payment, which is considered "acceptance" of coverage.**

Property Schedule

Proposal Number: 53035

Coverage Period: 6/15/2024-EOD 12/31/2024

Named Member:

Eagle Valley Transportation Authority

Broker:

Highstreet TCW Risk Management

Per Occurrence Deductible: \$5,000.00

Location/Premise Address / Description	Construction Class	Prot. Class	Valuation	Values	Property Contrib.	Quake Contrib.	Flood Contrib.
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NOC Equipment Breakdown Applies: No	Excess Quake Applies: No	Excess Flood Applies: No		Otherwise Classified:	\$5,000.00
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Location / Premise#	006-001	Unique#	PROP-00117631	Frame	5	Replacement	Buildings:	\$ 0.00	\$ 8		
Cabin at Woodworth Ranch	Year Built:	1980	Term:	6/15/2024 to 12/31/2024		Contents:	\$5,000.00				
1515 Cottonwood Pass Road	Sq. Feet:	1533	County:	Eagle	Ded:	\$5,000.00	EDP:	\$ 0.00			
							Business Inc:	\$ 0.00			
Gypsum, CO 81637	# Stories	1.00	Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No	Excess Flood Applies: No					Otherwise Classified:	\$ 0.00			

Location / Premise#	007-001	Unique#	PROP-00117632	Frame	5	Replacement	Buildings:	\$ 0.00	\$ 8		
RV Spot at Woodworth Ranch	Year Built:	1980	Term:	6/15/2024 to 12/31/2024		Contents:	\$5,000.00				
1515 Cottonwood Pass Road	Sq. Feet:	1	County:	Eagle	Ded:	\$5,000.00	EDP:	\$ 0.00			
							Business Inc:	\$ 0.00			
Gypsum, CO 81637	# Stories	1.00	Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No	Excess Flood Applies: No					Otherwise Classified:	\$ 0.00			

Location / Premise#	008-001	Unique#	PROP-00117633	Frame	2	Replacement	Buildings:	\$ 0.00	\$ 8		
River Dance RV Park	Year Built:	2022	Term:	6/15/2024 to 12/31/2024		Contents:	\$5,000.00				
6700 US-6	Sq. Feet:	1	County:	Eagle	Ded:	\$5,000.00	EDP:	\$ 0.00			

This proposal does not bind coverage.
Coverage is effective upon receipt of payment, which is considered "acceptance" of coverage.

Property Schedule

Proposal Number: 53035

Coverage Period: 6/15/2024-EOD 12/31/2024

Named Member:

Eagle Valley Transportation Authority

Broker:

Highstreet TCW Risk Management

Per Occurrence Deductible: \$5,000.00

Location/Premise Address / Description	Construction Class	Prot. Class	Valuation	Values	Property Contrib.	Quake Contrib.	Flood Contrib.
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						Business Inc:	\$ 0.00
Gypsum, CO 81637	# Stories	1.00	Flood Zone:	Zone AE		UG Pipes:	\$ 0.00
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No		Excess Flood Applies: No			Otherwise Classified:	\$ 0.00

Location / Premise#	009-001	Unique#	PROP-00117634	Frame	3	Replacement	Buildings:	\$ 0.00	\$ 7		
Overlook by Eby Creek	Year Built:	2022	Term:	6/15/2024 to 12/31/2024		Contents:	\$5,000.00				
435 Eby Creek Road	Sq. Feet:	1500	County:	Eagle	Ded:	\$5,000.00	EDP:	\$ 0.00			
							Business Inc:	\$ 0.00			
Eagle, CO 81631	# Stories	3.00	Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No		Excess Flood Applies: No				Otherwise Classified:	\$ 0.00			

Location / Premise#	010-001	Unique#	PROP-00117635	Frame	3	Replacement	Buildings:	\$ 0.00	\$ 7		
CO Mtn College Apt - Unit 302	Year Built:	2022	Term:	6/15/2024 to 12/31/2024		Contents:	\$5,000.00				
162 Miller Ranch Road	Sq. Feet:	500	County:	Eagle	Ded:	\$5,000.00	EDP:	\$ 0.00			
							Business Inc:	\$ 0.00			
Edwards, CO 81632	# Stories	3.00	Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No		Excess Flood Applies: No				Otherwise Classified:	\$ 0.00			

This proposal does not bind coverage.
Coverage is effective upon receipt of payment, which is considered "acceptance" of coverage.

Property Schedule

Proposal Number: 53035

Coverage Period: 6/15/2024-EOD 12/31/2024

Named Member:

Eagle Valley Transportation Authority

Broker:

Highstreet TCW Risk Management

Per Occurrence Deductible: \$5,000.00

Location/Premise Address / Description	Construction Class	Prot. Class	Valuation	Values	Property Contrib.	Quake Contrib.	Flood Contrib.
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Location / Premise#	010-002	Unique#	PROP-00117636	Frame	3	Replacement	Buildings:	\$ 0.00	\$ 7		
CO Mtn College Apt - Unit 307	Year Built:	2022	Term:	6/15/2024 to 12/31/2024		Contents:		\$5,000.00			
162 Miller Ranch Road	Sq. Feet:	500	County:	Eagle	Ded:	\$5,000.00	EDP:	\$ 0.00			
							Business Inc:	\$ 0.00			
Edwards, CO 81632	# Stories	3.00	Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No		Excess Flood Applies: No				Otherwise Classified:	\$ 0.00			

Location / Premise#	010-003	Unique#	PROP-00117637	Frame	3	Replacement	Buildings:	\$ 0.00	\$ 7		
CO Mtn College Apt - Unit 412	Year Built:	2022	Term:	6/15/2024 to 12/31/2024		Contents:		\$5,000.00			
162 Miller Ranch Road	Sq. Feet:	500	County:	Eagle	Ded:	\$5,000.00	EDP:	\$ 0.00			
							Business Inc:	\$ 0.00			
Edwards, CO 81632	# Stories	3.00	Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No		Excess Flood Applies: No				Otherwise Classified:	\$ 0.00			

Location / Premise#	011-001	Unique#	PROP-00117638	Frame	3	Replacement	Buildings:	\$ 0.00	\$ 7		
Green Tree Hotel & Suites Employee Transition Housing	Year Built:	1997	Term:	6/15/2024 to 12/31/2024		Contents:		\$5,000.00			
0315 Chambers Avenue	Sq. Feet:	500	County:	Eagle	Ded:	\$5,000.00	EDP:	\$ 0.00			
							Business Inc:	\$ 0.00			

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Coverage is effective upon receipt of payment, which is considered "acceptance" of coverage.

Property Schedule

Proposal Number: 53035

Coverage Period: 6/15/2024-EOD 12/31/2024

Named Member:

Eagle Valley Transportation Authority

Broker:

Highstreet TCW Risk Management

Per Occurrence Deductible: \$5,000.00

Location/Premise Address / Description	Construction Class	Prot. Class	Valuation	Values	Property Contrib.	Quake Contrib.	Flood Contrib.
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Eagle, CO 81631	# Stories	3.00	Flood Zone:	Zone X	UG Pipes:	\$ 0.00
NOC Equipment Breakdown Applies: No	Excess Quake Applies:	No	Excess Flood Applies:	No	Otherwise Classified:	\$ 0.00

Location / Premise#	012-001	Unique#	PROP-00117639	Frame	3	Replacement	Buildings:	\$ 0.00	\$605		
Charging Stations (3) for Buses	Year Built:	2012	Term:	6/15/2024 to 12/31/2024			Contents:	\$ 0.00			
500 Swift Gulch Road	Sq. Feet:	34715	County:	Eagle	Ded:	\$5,000.00	EDP:	\$ 0.00			
							Business Inc:	\$ 0.00			
Avon, CO 81620	# Stories	1.00	Flood Zone:	Zone X	UG Pipes:	\$ 0.00					
NOC Equipment Breakdown Applies: No	Excess Quake Applies:	No	Excess Flood Applies:	No	Otherwise Classified:	\$300,000.00					

Location / Premise#	013-001	Unique#	PROP-00117640	Not Assigned	2	Replacement	Buildings:	\$ 0.00	\$1,441		
Information Booth / Ticket Kiosk	Year Built:	2000	Term:	6/15/2024 to 12/31/2024			Contents:	\$ 0.00			
241 S. Frontage Road	Sq. Feet:	197	County:	Eagle	Ded:	\$5,000.00	EDP:	\$5,000.00			
							Business Inc:	\$ 0.00			
Vail, CO 81657	# Stories	1.00	Flood Zone:	Zone X	UG Pipes:	\$ 0.00					
NOC Equipment Breakdown Applies: No	Excess Quake Applies:		Excess Flood Applies:		Otherwise Classified:	\$ 0.00					

Location / Premise#	014-001	Unique#	PROP-00117641	Frame	5	Replacement	Buildings:	\$ 0.00	\$ 3		
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Property Schedule

Proposal Number: 53035

Coverage Period: 6/15/2024-EOD 12/31/2024

Named Member:

Eagle Valley Transportation Authority

Broker:

Highstreet TCW Risk Management

Per Occurrence Deductible: \$5,000.00

Location/Premise Address / Description	Construction Class	Prot. Class	Valuation	Values	Property Contrib.	Quake Contrib.	Flood Contrib.
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Leadville Station	Year Built:	1975	Term:	6/15/2024 to 12/31/2024		Contents:	\$2,000.00		
205 US Hwy 24	Sq. Feet:	2500	County:	Lake	Ded:	\$5,000.00	EDP:	\$ 0.00	
							Business Inc:	\$ 0.00	
Leadville, CO 80461	# Stories	1.00	Flood Zone:	Zone X			UG Pipes:	\$ 0.00	
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No		Excess Flood Applies: No				Otherwise Classified:	\$ 0.00	

Location / Premise#	015-001	Unique#	PROP-00117656	Frame	3	Replacement	Buildings:	\$ 0.00	\$176		
Bus Stop Stations - Shelters, Trash Cans, Signage, and/or Bollards	Year Built:		Term:	6/15/2024 to 12/31/2024		Contents:	\$ 0.00				
Various throughout Authority	Sq. Feet:	250	County:	Eagle	Ded:	\$5,000.00	EDP:	\$ 0.00			
							Business Inc:	\$ 0.00			
Gypsum, CO 81637	# Stories	1.00	Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No		Excess Flood Applies: No				Otherwise Classified:	\$87,000.00			

Totals:	Buildings:	\$0.00	\$2,600.00	\$0.00	\$0.00
	Contents:	\$307,000.00			
	EDP:	\$5,000.00			
	Business Inc:	\$0.00			
	UG Pipes:	\$0.00			
	Otherwise Classified:	\$442,000.00			

This proposal does not bind coverage.
Coverage is effective upon receipt of payment, which is considered "acceptance" of coverage.

Property Schedule

Proposal Number: 53035

Coverage Period: 6/15/2024-EOD 12/31/2024

Named Member:
Eagle Valley Transportation Authority

Broker:
Highstreet TCW Risk Management

Per Occurrence Deductible: \$5,000.00

Location/Premise Address / Description	Construction Class	Prot. Class	Valuation	Values	Property Contrib.	Quake Contrib.	Flood Contrib.
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Minimum Property Contribution:

**This proposal does not bind coverage.
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Named Member:

Eagle Valley Transportation Authority

Broker:

Highstreet TCW Risk Management

Per Occurrence Deductible: \$1,000.00

IM Code	Description	Serial Number	Model Number	Ded:	Effective	Expiration	Value	Valuation	Inland Mar. Contribution
Electronic Data Processing	Computer Equipment Throughout District			\$1,000.00	1/1/2024	12/31/2024	\$100,000.00	RCV	\$245
Tools	Miscellaneous Tools			\$1,000.00	6/15/2024	12/31/2024	\$100,000.00	RCV	\$245
Tools	Miscellaneous Tools - Employee			\$1,000.00	6/15/2024	12/31/2024	\$20,000.00	RCV	\$49
Minimum Combined Property and Inland Marine Contribution:			#ERROR			Totals:	\$220,000.00		\$539.00

Valuation

ACV= Actual Cash Value

RCV = Replacement Cost Value

Auto Schedule

Proposal Number: 53035

Coverage Period: 6/15/2024 to EOD 12/31/2024

Named Member:

Eagle Valley Transportation Authority

Broker:

Highstreet TCW Risk Management

Auto Liability Per Occurrence Deductible: \$1,000

Year	Make	Description	Complete Vehicle Identification #	Collision	Comp	Deductible		Value	AL Contribution	APD Contribution
				Y/N	Y/N	Collision	Comp.			

Auto #: 867	Unique #: VEH-00093884									
2006	Gillig	Bus Rapid Transit (BRT)	15GGD211061077548	Yes	Yes	\$1,000	\$1,000	\$343,794	\$264	\$1,875
Weight Class:	Hvy Truck (20k-45k)	Valuation: RCV	Term: 1/1/2024-12/31/2024	Model: Transit						

Auto #: 868	Unique #: VEH-00093885									
2006	Gillig	Bus Rapid Transit (BRT)	15GGD211061077549	Yes	Yes	\$1,000	\$1,000	\$341,962	\$264	\$1,865
Weight Class:	Hvy Truck (20k-45k)	Valuation: RCV	Term: 1/1/2024-12/31/2024	Model: Transit						

Auto #: 869	Unique #: VEH-00093886									
2007	Gillig	Bus Rapid Transit (BRT)	15GGD211371078324	Yes	Yes	\$1,000	\$1,000	\$140,000	\$264	\$764
Weight Class:	Hvy Truck (20k-45k)	Valuation: RCV	Term: 1/1/2024-12/31/2024	Model: Transit						

Auto #: 874	Unique #: VEH-00093888									
2007	Gillig	Bus Rapid Transit (BRT)	15GGD211471078106	Yes	Yes	\$1,000	\$1,000	\$360,363	\$264	\$1,966

This proposal does not bind coverage.
Coverage is effective upon receipt of payment, which is considered "acceptance" of coverage.

Auto Schedule

Proposal Number: 53035

Coverage Period: 6/15/2024 to EOD 12/31/2024

Named Member:

Eagle Valley Transportation Authority

Broker:

Highstreet TCW Risk Management

Auto Liability Per Occurrence Deductible: \$1,000

Year	Make	Description	Complete Vehicle Identification #	Collision	Comp	Deductible		Value	AL Contribution	APD Contribution
				Y/N	Y/N	Collision	Comp.			

Weight Class:	Hvy Truck (20k-45k)	Valuation:	RCV	Term:	1/1/2024-12/31/2024	Model:	Transit			
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Auto #:	870	Unique #:	VEH-00093887							
2007	Gillig	Bus Rapid Transit (BRT)	15GGD211971078327	Yes	Yes	\$1,000	\$1,000	\$140,000	\$264	\$764
Weight Class:	Hvy Truck (20k-45k)	Valuation:	RCV	Term:	1/1/2024-12/31/2024	Model:	Transit			

Auto #:	879	Unique #:	VEH-00093913							
2008	Gillig	Bus Rapid Transit (BRT)	15GGD211381078860	Yes	Yes	\$1,000	\$1,000	\$361,919	\$264	\$1,974
Weight Class:	Hvy Truck (20k-45k)	Valuation:	RCV	Term:	1/1/2024-12/31/2024	Model:	Transit			

Auto #:	876	Unique #:	VEH-00093910							
2008	Gillig	Bus Rapid Transit (BRT)	15GGD211481078857	Yes	Yes	\$1,000	\$1,000	\$372,919	\$264	\$2,034
Weight Class:	Hvy Truck (20k-45k)	Valuation:	RCV	Term:	1/1/2024-12/31/2024	Model:	Transit			

This proposal does not bind coverage.
Coverage is effective upon receipt of payment, which is considered "acceptance" of coverage.

Auto Schedule

Proposal Number: 53035

Coverage Period: 6/15/2024 to EOD 12/31/2024

Named Member:

Eagle Valley Transportation Authority

Broker:

Highstreet TCW Risk Management

Auto Liability Per Occurrence Deductible: \$1,000

Year	Make	Description	Complete Vehicle Identification #	Collision	Comp	Deductible		Value	AL Contribution	APD Contribution
				Y/N	Y/N	Collision	Comp.			

Auto #: 877	Unique #: VEH-00093911									
2008	Gillig	Bus Rapid Transit (BRT)	15GGD211481078858	Yes	Yes	\$1,000	\$1,000	\$372,919	\$264	\$2,034
Weight Class:	Hvy Truck (20k-45k)	Valuation: RCV	Term: 1/1/2024-12/31/2024	Model: Transit						

Auto #: 878	Unique #: VEH-00093912									
2008	Gillig	Bus Rapid Transit (BRT)	15GGD211781078859	Yes	Yes	\$1,000	\$1,000	\$361,919	\$264	\$1,974
Weight Class:	Hvy Truck (20k-45k)	Valuation: RCV	Term: 1/1/2024-12/31/2024	Model: Transit						

Auto #: 960	Unique #: VEH-00093889									
2008	Gillig	Bus Rapid Transit (BRT)	15GGD271X81079690	Yes	Yes	\$1,000	\$1,000	\$20,000	\$264	\$109
Weight Class:	Hvy Truck (20k-45k)	Valuation: RCV	Term: 1/1/2024-12/31/2024	Model: Transit						

Auto #: 881	Unique #: VEH-00093916									
2009	Gillig	Bus Rapid Transit (BRT)	15GGD211091177010	Yes	Yes	\$1,000	\$1,000	\$20,000	\$264	\$109

This proposal does not bind coverage.
Coverage is effective upon receipt of payment, which is considered "acceptance" of coverage.

Auto Schedule

Proposal Number: 53035

Coverage Period: 6/15/2024 to EOD 12/31/2024

Named Member:

Eagle Valley Transportation Authority

Broker:

Highstreet TCW Risk Management

Auto Liability Per Occurrence Deductible: \$1,000

Year	Make	Description	Complete Vehicle Identification #	Collision	Comp	Deductible		Value	AL Contribution	APD Contribution
				Y/N	Y/N	Collision	Comp.			

Weight Class:	Hvy Truck (20k-45k)	Valuation:	RCV	Term:	1/1/2024-12/31/2024	Model:	Transit			
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Auto #:	882	Unique #:	VEH-00093917							
2009	Gillig	Bus Rapid Transit (BRT)	15GGD211091177010	Yes	Yes	\$1,000	\$1,000	\$363,924	\$264	\$1,985
Weight Class:	Hvy Truck (20k-45k)	Valuation:	RCV	Term:	1/1/2024-12/31/2024	Model:	Transit			

Auto #:	880	Unique #:	VEH-00093915							
2009	Gillig	Bus Rapid Transit (BRT)	15GGD211491177009	Yes	Yes	\$1,000	\$1,000	\$379,893	\$264	\$2,072
Weight Class:	Hvy Truck (20k-45k)	Valuation:	RCV	Term:	1/1/2024-12/31/2024	Model:	Transit			

Auto #:	803	Unique #:	VEH-00093914							
2009	Gillig	Bus Rapid Transit (BRT)	15GGD271491177583	Yes	Yes	\$1,000	\$1,000	\$20,000	\$264	\$109
Weight Class:	Hvy Truck (20k-45k)	Valuation:	RCV	Term:	1/1/2024-12/31/2024	Model:	Transit			

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Auto Schedule

Proposal Number: 53035

Coverage Period: 6/15/2024 to EOD 12/31/2024

Named Member:

Eagle Valley Transportation Authority

Broker:

Highstreet TCW Risk Management

Auto Liability Per Occurrence Deductible: \$1,000

Year	Make	Description	Complete Vehicle Identification #	Collision	Comp	Deductible		Value	AL Contribution	APD Contribution
				Y/N	Y/N	Collision	Comp.			

Auto #: 885	Unique #: VEH-00093920									
2010	Gillig	Bus Rapid Transit (BRT)	15GGD2710C1179953	Yes	Yes	\$1,000	\$1,000	\$426,269	\$264	\$2,325
Weight Class:	Hvy Truck (20k-45k)	Valuation: RCV	Term: 1/1/2024-12/31/2024	Model: Transit						

Auto #: 883	Unique #: VEH-00093918									
2010	Gillig	Bus Rapid Transit (BRT)	15GGD2713A1177756	Yes	Yes	\$1,000	\$1,000	\$383,488	\$264	\$2,092
Weight Class:	Hvy Truck (20k-45k)	Valuation: RCV	Term: 1/1/2024-12/31/2024	Model: Transit						

Auto #: 884	Unique #: VEH-00093919									
2010	Gillig	Bus Rapid Transit (BRT)	15GGD2715A1177757	Yes	Yes	\$1,000	\$1,000	\$383,488	\$264	\$2,092
Weight Class:	Hvy Truck (20k-45k)	Valuation: RCV	Term: 1/1/2024-12/31/2024	Model: Transit						

Auto #: 886	Unique #: VEH-00093921									
2013	Gillig	Bus Rapid Transit (BRT)	15GGD2710D1183048	Yes	Yes	\$1,000	\$1,000	\$429,490	\$264	\$2,343

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Auto Schedule

Proposal Number: 53035

Coverage Period: 6/15/2024 to EOD 12/31/2024

Named Member:

Eagle Valley Transportation Authority

Broker:

Highstreet TCW Risk Management

Auto Liability Per Occurrence Deductible: \$1,000

Year	Make	Description	Complete Vehicle Identification #	Collision	Comp	Deductible		Value	AL Contribution	APD Contribution
				Y/N	Y/N	Collision	Comp.			

Weight Class:	Hvy Truck (20k-45k)	Valuation:	RCV	Term:	1/1/2024-12/31/2024	Model:	Transit			
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Auto #:	887	Unique #:	VEH-00093922							
2013	Gillig	Bus Rapid Transit (BRT)	15GGD2712D1183049	Yes	Yes	\$1,000	\$1,000	\$429,490	\$264	\$2,343
Weight Class:	Hvy Truck (20k-45k)	Valuation:	RCV	Term:	1/1/2024-12/31/2024	Model:	Transit			

Auto #:	888	Unique #:	VEH-00093923							
2013	Gillig	Bus Rapid Transit (BRT)	15GGD2719D1183050	Yes	Yes	\$1,000	\$1,000	\$429,490	\$264	\$2,343
Weight Class:	Hvy Truck (20k-45k)	Valuation:	RCV	Term:	1/1/2024-12/31/2024	Model:	Transit			

Auto #:	890	Unique #:	VEH-00093924							
2014	Gillig	Bus Rapid Transit (BRT)	15GGD2715E1183077	Yes	Yes	\$1,000	\$1,000	\$443,839	\$264	\$2,421
Weight Class:	Hvy Truck (20k-45k)	Valuation:	RCV	Term:	1/1/2024-12/31/2024	Model:	Transit			

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Auto Schedule

Proposal Number: 53035

Coverage Period: 6/15/2024 to EOD 12/31/2024

Named Member:

Eagle Valley Transportation Authority

Broker:

Highstreet TCW Risk Management

Auto Liability Per Occurrence Deductible: \$1,000

Year	Make	Description	Complete Vehicle Identification #	Collision	Comp	Deductible		Value	AL Contribution	APD Contribution
				Y/N	Y/N	Collision	Comp.			

Auto #: 891	Unique #: VEH-00093925									
2014	Gillig	Bus Rapid Transit (BRT)	15GGD2717E1183078	Yes	Yes	\$1,000	\$1,000	\$443,839	\$264	\$2,421
Weight Class:	Hvy Truck (20k-45k)	Valuation: RCV	Term: 1/1/2024-12/31/2024	Model: Transit						

Auto #: 456	Unique #: VEH-00093876									
2015	Ford	Glaval Entourage	1FDGF5GTFED21023	Yes	Yes	\$1,000	\$1,000	\$125,935	\$211	\$687
Weight Class:	Med Truck (10k-20k)	Valuation: RCV	Term: 1/1/2024-12/31/2024	Model: Transit						

Auto #: 457	Unique #: VEH-00093877									
2015	Ford	Glaval Entourage	1FDGF5GTFED21027	Yes	Yes	\$1,000	\$1,000	\$125,935	\$211	\$687
Weight Class:	Med Truck (10k-20k)	Valuation: RCV	Term: 1/1/2024-12/31/2024	Model: Transit						

Auto #: 458	Unique #: VEH-00093878									
2016	Ford	Glaval Entourage	1FDGF5GT1GEC58885	Yes	Yes	\$1,000	\$1,000	\$126,908	\$211	\$692

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Coverage is effective upon receipt of payment, which is considered "acceptance" of coverage.

Auto Schedule

Proposal Number: 53035

Coverage Period: 6/15/2024 to EOD 12/31/2024

Named Member:

Eagle Valley Transportation Authority

Broker:

Highstreet TCW Risk Management

Auto Liability Per Occurrence Deductible: \$1,000

Year	Make	Description	Complete Vehicle Identification #	Collision	Comp	Deductible		Value	AL Contribution	APD Contribution
				Y/N	Y/N	Collision	Comp.			

Weight Class:	Med Truck (10k-20k)	Valuation:	RCV	Term:	1/1/2024-12/31/2024	Model:	Transit			
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Auto #:	461	Unique #:	VEH-00093881							
2016	Chevrolet	Arboc Spirit	1GB6GUBL3G1276069	Yes	Yes	\$1,000	\$1,000	\$154,887	\$211	\$845
Weight Class:	Med Truck (10k-20k)	Valuation:	RCV	Term:	1/1/2024-12/31/2024	Model:	Transit			

Auto #:	893	Unique #:	VEH-00093927							
2017	Gillig	Bus Rapid Transit (BRT)	15GGD2710H3188874	Yes	Yes	\$1,000	\$1,000	\$434,885	\$264	\$2,372
Weight Class:	Hvy Truck (20k-45k)	Valuation:	RCV	Term:	1/1/2024-12/31/2024	Model:	Transit			

Auto #:	894	Unique #:	VEH-00093928							
2017	Gillig	Bus Rapid Transit (BRT)	15GGD2712H3188875	Yes	Yes	\$1,000	\$1,000	\$434,885	\$264	\$2,372
Weight Class:	Hvy Truck (20k-45k)	Valuation:	RCV	Term:	1/1/2024-12/31/2024	Model:	Transit			

This proposal does not bind coverage.
Coverage is effective upon receipt of payment, which is considered "acceptance" of coverage.

Auto Schedule

Proposal Number: 53035

Coverage Period: 6/15/2024 to EOD 12/31/2024

Named Member:

Eagle Valley Transportation Authority

Broker:

Highstreet TCW Risk Management

Auto Liability Per Occurrence Deductible: \$1,000

Year	Make	Description	Complete Vehicle Identification #	Collision	Comp	Deductible		Value	AL Contribution	APD Contribution
				Y/N	Y/N	Collision	Comp.			

Auto #: 892	Unique #: VEH-00093926									
2017	Gillig	Bus Rapid Transit (BRT)	15GGD2719H318873	Yes	Yes	\$1,000	\$1,000	\$434,885	\$264	\$2,372
Weight Class:	Hvy Truck (20k-45k)	Valuation: RCV	Term: 1/1/2024-12/31/2024	Model: Transit						

Auto #: 8859	Unique #: VEH-00093945									
2017	Chevrolet	Volt Hybrid	1G1RA6S57HU213783	Yes	Yes	\$1,000	\$1,000	\$30,000	\$110	\$164
Weight Class:	Priv. Pass (0-10k)	Valuation: RCV	Term: 1/1/2024-12/31/2024	Model: Sedan						

Auto #: 8858	Unique #: VEH-00093944									
2017	Chevrolet	Volt Hybrid	1G1RA6S5XHU205418	Yes	Yes	\$1,000	\$1,000	\$30,000	\$110	\$164
Weight Class:	Priv. Pass (0-10k)	Valuation: RCV	Term: 1/1/2024-12/31/2024	Model: Sedan						

Auto #: 459	Unique #: VEH-00093879									
2017	Chevrolet	Arboc Spirit	1GB6GUBG0G1281023	Yes	Yes	\$1,000	\$1,000	\$135,759	\$211	\$741

This proposal does not bind coverage.
Coverage is effective upon receipt of payment, which is considered "acceptance" of coverage.

Auto Schedule

Proposal Number: 53035

Coverage Period: 6/15/2024 to EOD 12/31/2024

Named Member:

Eagle Valley Transportation Authority

Broker:

Highstreet TCW Risk Management

Auto Liability Per Occurrence Deductible: \$1,000

Year	Make	Description	Complete Vehicle Identification #	Collision	Comp	Deductible		Value	AL Contribution	APD Contribution
				Y/N	Y/N	Collision	Comp.			

Weight Class:	Med Truck (10k-20k)	Valuation:	RCV	Term:	1/1/2024-12/31/2024	Model:	Transit			
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Auto #:	460	Unique #:	VEH-00093880							
2017	Chevrolet	Arboc Spirit	1GB6GUBL4G1276792	Yes	Yes	\$1,000	\$1,000	\$149,336	\$211	\$815
Weight Class:	Med Truck (10k-20k)	Valuation:	RCV	Term:	1/1/2024-12/31/2024	Model:	Transit			

Auto #:	895	Unique #:	VEH-00093929							
2018	Gillig	Bus Rapid Transit (BRT)	15GGD2716J3191428	Yes	Yes	\$1,000	\$1,000	\$465,915	\$264	\$2,541
Weight Class:	Hvy Truck (20k-45k)	Valuation:	RCV	Term:	1/1/2024-12/31/2024	Model:	Transit			

Auto #:	896	Unique #:	VEH-00093930							
2018	Gillig	Bus Rapid Transit (BRT)	15GGD2716J3191429	Yes	Yes	\$1,000	\$1,000	\$465,915	\$264	\$2,541
Weight Class:	Hvy Truck (20k-45k)	Valuation:	RCV	Term:	1/1/2024-12/31/2024	Model:	Transit			

This proposal does not bind coverage.
Coverage is effective upon receipt of payment, which is considered "acceptance" of coverage.

Auto Schedule

Proposal Number: 53035

Coverage Period: 6/15/2024 to EOD 12/31/2024

Named Member:

Eagle Valley Transportation Authority

Broker:

Highstreet TCW Risk Management

Auto Liability Per Occurrence Deductible: \$1,000

Year	Make	Description	Complete Vehicle Identification #	Collision	Comp	Deductible		Value	AL Contribution	APD Contribution
				Y/N	Y/N	Collision	Comp.			

Auto #: 897	Unique #: VEH-00093931									
2019	Gillig	Bus Rapid Transit (BRT)	15GGD2716K3192497	Yes	Yes	\$1,000	\$1,000	\$463,261	\$264	\$2,527
Weight Class:	Hvy Truck (20k-45k)	Valuation: RCV	Term: 1/1/2024-12/31/2024	Model: Transit						

Auto #: 898	Unique #: VEH-00093932									
2019	Gillig	Bus Rapid Transit (BRT)	15GGD2718K3192498	Yes	Yes	\$1,000	\$1,000	\$463,261	\$264	\$2,527
Weight Class:	Hvy Truck (20k-45k)	Valuation: RCV	Term: 1/1/2024-12/31/2024	Model: Transit						

Auto #: 899	Unique #: VEH-00093933									
2019	Gillig	Bus Rapid Transit (BRT)	15GGD271XK3192499	Yes	Yes	\$1,000	\$1,000	\$463,261	\$264	\$2,527
Weight Class:	Hvy Truck (20k-45k)	Valuation: RCV	Term: 1/1/2024-12/31/2024	Model: Transit						

Auto #: 201	Unique #: VEH-00093870									
2020	Other	Proterra Electric Bus	7JZTH13J6LL000282	Yes	Yes	\$1,000	\$1,000	\$985,041	\$211	\$5,373

This proposal does not bind coverage.
Coverage is effective upon receipt of payment, which is considered "acceptance" of coverage.

Auto Schedule

Proposal Number: 53035

Coverage Period: 6/15/2024 to EOD 12/31/2024

Named Member:

Eagle Valley Transportation Authority

Broker:

Highstreet TCW Risk Management

Auto Liability Per Occurrence Deductible: \$1,000

Year	Make	Description	Complete Vehicle Identification #	Collision	Comp	Deductible		Value	AL Contribution	APD Contribution
				Y/N	Y/N	Collision	Comp.			

Weight Class:	Med Truck (10k-20k)	Valuation:	RCV	Term:	1/1/2024-12/31/2024	Model:	Transit			
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Auto #:	202	Unique #:	VEH-00093871								
2020	Other	Proterra Electric Mass Bus		7JZTH13J6LL000283	Yes	Yes	\$1,000	\$1,000	\$985,041	\$264	\$5,373
Weight Class:	Hvy Truck (20k-45k)	Valuation:	RCV	Term:	1/1/2024-12/31/2024	Model:	Transit				

Auto #:	203	Unique #:	VEH-00093872								
2020	Other	Proterra Electric Bus		7JZTH13J6LL000284	Yes	Yes	\$1,000	\$1,000	\$985,041	\$264	\$5,373
Weight Class:	Hvy Truck (20k-45k)	Valuation:	RCV	Term:	1/1/2024-12/31/2024	Model:	Transit				

Auto #:	905	Unique #:	VEH-00093938								
2021	Gillig	Bus Rapid Transit (BRT)		15GGD2710M3195964	Yes	Yes	\$1,000	\$1,000	\$542,000	\$264	\$2,957
Weight Class:	Hvy Truck (20k-45k)	Valuation:	RCV	Term:	1/1/2024-12/31/2024	Model:	Transit				

This proposal does not bind coverage.
Coverage is effective upon receipt of payment, which is considered "acceptance" of coverage.

Auto Schedule

Proposal Number: 53035

Coverage Period: 6/15/2024 to EOD 12/31/2024

Named Member:

Eagle Valley Transportation Authority

Broker:

Highstreet TCW Risk Management

Auto Liability Per Occurrence Deductible: \$1,000

Year	Make	Description	Complete Vehicle Identification #	Collision	Comp	Deductible		Value	AL Contribution	APD Contribution
				Y/N	Y/N	Collision	Comp.			

Auto #: 901	Unique #: VEH-00093934									
2021	Gillig	Bus Rapid Transit (BRT)	15GGD2713M3195960	Yes	Yes	\$1,000	\$1,000	\$542,000	\$264	\$2,957
Weight Class:	Hvy Truck (20k-45k)	Valuation: RCV	Term: 1/1/2024-12/31/2024	Model: Transit						

Auto #: 902	Unique #: VEH-00093935									
2021	Gillig	Bus Rapid Transit (BRT)	15GGD2715M3195961	Yes	Yes	\$1,000	\$1,000	\$542,000	\$264	\$2,957
Weight Class:	Hvy Truck (20k-45k)	Valuation: RCV	Term: 1/1/2024-12/31/2024	Model: Transit						

Auto #: 903	Unique #: VEH-00093936									
2021	Gillig	Bus Rapid Transit (BRT)	15GGD2717M3195962	Yes	Yes	\$1,000	\$1,000	\$542,000	\$264	\$2,957
Weight Class:	Hvy Truck (20k-45k)	Valuation: RCV	Term: 1/1/2024-12/31/2024	Model: Transit						

Auto #: 904	Unique #: VEH-00093937									
2021	Gillig	Bus Rapid Transit (BRT)	15GGD2719M3195963	Yes	Yes	\$1,000	\$1,000	\$542,000	\$264	\$2,957

This proposal does not bind coverage.
Coverage is effective upon receipt of payment, which is considered "acceptance" of coverage.

Auto Schedule

Proposal Number: 53035

Coverage Period: 6/15/2024 to EOD 12/31/2024

Named Member:

Eagle Valley Transportation Authority

Broker:

Highstreet TCW Risk Management

Auto Liability Per Occurrence Deductible: \$1,000

Year	Make	Description	Complete Vehicle Identification #	Collision	Comp	Deductible		Value	AL Contribution	APD Contribution
				Y/N	Y/N	Collision	Comp.			

Weight Class:	Hvy Truck (20k-45k)	Valuation:	RCV	Term:	1/1/2024-12/31/2024	Model:	Transit			
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Auto #:	462	Unique #:	VEH-00093882							
2022	Ford	Turtle Top Terra	1FDFE4FN5NDC33535	Yes	Yes	\$1,000	\$1,000	\$150,323	\$211	\$820
Weight Class:	Med Truck (10k-20k)	Valuation:	RCV	Term:	1/1/2024-12/31/2024	Model:	Transit			

Auto #:	463	Unique #:	VEH-00093883							
2022	Ford	Turtle Top Terra	1FDFE4RN7NDC33536	Yes	Yes	\$1,000	\$1,000	\$150,323	\$211	\$820
Weight Class:	Med Truck (10k-20k)	Valuation:	RCV	Term:	1/1/2024-12/31/2024	Model:	Transit			

Auto #:	906	Unique #:	VEH-00093939							
2023	Gillig	Bus Rapid Transit (BRT)	15GGD2715P3199691	Yes	Yes	\$1,000	\$1,000	\$602,370	\$264	\$3,286
Weight Class:	Hvy Truck (20k-45k)	Valuation:	RCV	Term:	1/1/2024-12/31/2024	Model:	Transit			

This proposal does not bind coverage.
Coverage is effective upon receipt of payment, which is considered "acceptance" of coverage.

Auto Schedule

Proposal Number: 53035

Coverage Period: 6/15/2024 to EOD 12/31/2024

Named Member:

Eagle Valley Transportation Authority

Broker:

Highstreet TCW Risk Management

Auto Liability Per Occurrence Deductible: \$1,000

Year	Make	Description	Complete Vehicle Identification #	Collision	Comp	Deductible		Value	AL Contribution	APD Contribution
				Y/N	Y/N	Collision	Comp.			

Auto #: 907	Unique #: VEH-00093940									
2023	Gillig	Bus Rapid Transit (BRT)	15GGD2717P3199692	Yes	Yes	\$1,000	\$1,000	\$602,370	\$264	\$3,286
Weight Class:	Hvy Truck (20k-45k)	Valuation: RCV	Term: 1/1/2024-12/31/2024	Model: Transit						

Auto #: 8516	Unique #: VEH-00093941									
2023	Ford	Escape Hybrid	1FMCU0E14PUA42477	Yes	Yes	\$1,000	\$1,000	\$50,000	\$123	\$273
Weight Class:	Priv. Pass (0-10k)	Valuation: RCV	Term: 1/1/2024-12/31/2024	Model: SUV						

Auto #: 8517	Unique #: VEH-00093942									
2023	Ford	Escape Hybrid	1FMCU0E16PUA42478	Yes	Yes	\$1,000	\$1,000	\$50,000	\$123	\$273
Weight Class:	Priv. Pass (0-10k)	Valuation: RCV	Term: 1/1/2024-12/31/2024	Model: SUV						

Auto #: 8523	Unique #: VEH-00093943									
2023	Ford	Escape Hybrid	1FMCU0E19PUA42491	Yes	Yes	\$1,000	\$1,000	\$50,000	\$123	\$273

This proposal does not bind coverage.
Coverage is effective upon receipt of payment, which is considered "acceptance" of coverage.

Auto Schedule

Proposal Number: 53035

Coverage Period: 6/15/2024 to EOD 12/31/2024

Named Member:

Eagle Valley Transportation Authority

Broker:

Highstreet TCW Risk Management

Auto Liability Per Occurrence Deductible: \$1,000

Year	Make	Description	Complete Vehicle Identification #	Collision	Comp	Deductible		Value	AL Contribution	APD Contribution
				Y/N	Y/N	Collision	Comp.			

Weight Class:	Priv. Pass (0-10k)	Valuation:	RCV	Term:	1/1/2024-12/31/2024	Model:	SUV			
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Auto #:	8737	Unique #:	VEH-00093946								
2023	Ford	F-150		1FTEW1EP8PKD57909	Yes	Yes	\$1,000	\$1,000	\$50,000	\$151	\$273
Weight Class:	Lgt Truck (0-10k)	Valuation:	RCV	Term:	1/1/2024-12/31/2024	Model:	Pickup				

Auto #:	2352	Unique #:	VEH-00093874								
2023	Chevrolet	Blue Bird Para Bus		1HA3GSB72PN002145	Yes	Yes	\$1,000	\$1,000	\$106,478	\$211	\$581
Weight Class:	Med Truck (10k-20k)	Valuation:	RCV	Term:	1/1/2024-12/31/2024	Model:	Transit				

Auto #:	2351	Unique #:	VEH-00093873								
2023	Chevrolet	Blue Bird Para Bus		1HA3GSB75PN002141	Yes	Yes	\$1,000	\$1,000	\$106,478	\$211	\$581
Weight Class:	Med Truck (10k-20k)	Valuation:	RCV	Term:	1/1/2024-12/31/2024	Model:	Transit				

This proposal does not bind coverage.
Coverage is effective upon receipt of payment, which is considered "acceptance" of coverage.

Auto Schedule

Proposal Number: 53035

Coverage Period: 6/15/2024 to EOD 12/31/2024

Named Member:

Eagle Valley Transportation Authority

Broker:

Highstreet TCW Risk Management

Auto Liability Per Occurrence Deductible: \$1,000

Year	Make	Description	Complete Vehicle Identification #	Collision	Comp	Deductible		Value	AL Contribution	APD Contribution
				Y/N	Y/N	Collision	Comp.			

Auto #: 2353	Unique #: VEH-00093875										
2023	Chevrolet	Blue Bird Para Bus	1HA6GVB7XPN001596	Yes	Yes	\$1,000	\$1,000	\$115,481	\$211	\$630	
Weight Class: Med Truck (10k-20k)	Valuation: RCV	Term: 1/1/2024-12/31/2024	Model: Transit								

Total:	\$19,172,979.00	\$13,572	\$104,585
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Weight Class

- Pri Pass - (0 - 10,000 LBS)
- Lgt Truck - (0 - 10,000 LBS)
- Med Truck - (10,001 - 20,000 LBS)
- Hvy Truck - (20,001 - 45,000 LBS)
- XHvy Truck - (OVER 45,000 LBS)

Valuation

- No APD = Liability Only
- ACV= Actual Cash Value
- RCV = Replacement Cost Valuation
- AV = Agreed Value

Model

- AO = All Others
- AMBU = Ambulance
- DUMP = Dump Truck
- EXCA = Excavating
- FIRE = Fire Truck
- LADD = Ladder Truck
- LIV = Livery
- MAIN = Maintenance
- PU = Pickup
- PUMP = Pumper
- RESC = Rescue
- SEDA = Sedan
- SUV = SUV
- TANK = Tanker
- TRAI = Trailer
- TRAC = Tractor
- TRAN = Transit
- TRUC = Truck
- UTIL = Utility
- VAN = 1-13 Passenger
- VANX = 15 Passenger

This proposal does not bind coverage.
Coverage is effective upon receipt of payment, which is considered "acceptance" of coverage.

RESOLUTION NO. 09, SERIES 2024

WHEREAS, the Board of Directors of EAGLE VALLEY TRANSPORTATION AUTHORITY (hereafter referred to as the "Authority") has authority under Article XIV, Section 18(2)(a) of the Colorado Constitution, and §§ 24-10-115.5, 29-13-102, 29-1-201, et seq., and 8-44-204 of the Colorado Revised Statutes, as amended, to participate in a self-insurance pool for property and liability and/or workers' compensation coverages;

WHEREAS, the Board of Directors has reviewed a contract to cooperate with other Colorado Special Districts by participating in a self-insurance pool for property and liability and/or workers' compensation coverages entitled "Intergovernmental Agreement for the Colorado Special Districts Property and Liability Pool", a copy of which is attached hereto as Exhibit A and incorporated into this Resolution; and,

WHEREAS, the Board of Directors finds that participation in such a pool would be in the best interest of the Authority, its employees, and its taxpayers.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Authority hereby:

1. Approves the contract entitled Intergovernmental Agreement for the Colorado Special Districts Property and Liability Pool, a copy of which is attached hereto as Exhibit A and incorporated into this Resolution by this reference.
2. Authorizes and directs the Chair of the Board of Directors to execute Exhibit A on behalf of the Authority.
3. Directs the Secretary of the Board of Directors to transmit to the Colorado Special Districts Property and Liability Pool (hereafter referred to as "Pool"), McGriff Insurance Services, Inc., PO Box 1539, Portland, OR 97207-1539, an executed and attested copy of this Resolution and one original of Exhibit A.
4. Designates Tanya Allen as the Authority's initial Representative to the Pool and designates Scott Robinson as the Authority's Alternative Representative.
5. Provides the following contact information for the Representative and Alternate Representative:

Representative Email Address: tanya.allen@evta.org_____

Representative Mailing Address: P.O. Box 1070 Gypsum, Colorado 81637_____

Representative Phone Number: (970) 376-2088_____

Alternate Representative Email Address: scott.robinson@evta.org_____

Alternate Representative Mailing Address: P.O. Box 1070 Gypsum, Colorado 81637_____

Alternate Representative Phone Number: (970) 977-4994

6. Understands that, with the adoption of this Resolution, the Authority becomes a member of the Pool, with coverage to be provided by or through the Pool on such date as determined by the Authority and Pool.

Director _____ moved the adoption of the above Resolution.

Director _____ seconded the adoption of the above Resolution.

This Resolution was adopted by a majority vote of the Board of Directors of the Authority on the _____ day of _____, 20 ____.

Chair of the Board

ATTEST:

Secretary of the Board



Pool Administration
McGriff
1800 SW First Avenue, Suite 400
Portland, OR 97201
Phone: (800) 318-8870
Fax: (503) 943-6622

**INSTRUCTIONS AND CHECKLIST TO JOIN THE POOL BY PROPERLY EXECUTING
THE RESOLUTION AND INTERGOVERNMENTAL AGREEMENT (IGA)**

- ___ Please use the provided copies of the Resolution and IGA without alteration. When changes are warranted, please submit the modified draft Resolution (prior to Board action and signature) for review by the Pool Counsel for acceptance by the Pool Board of Directors.
- ___ The Board Chair must sign both the Resolution and IGA.
- ___ The Board's Secretary or other Board Director must attest to the Chair's signature on both the Resolution and IGA. If this attestation is not made by the Secretary, please indicate the name and position on the Board (if applicable) of the Director making the attestation.
- ___ Enter the current date on both the Resolution and IGA signature pages.
- ___ Enter the coverages and the effective dates on the second page of the Resolution. Subsequent renewal coverages or additions will be automatically recognized in the agreement.
- ___ Each District must designate on the Resolution specific individuals (not necessarily Board Directors) to be the Primary and Alternative Pool Representatives. These individuals may not be a company, and a single person may not serve as both the Primary and Alternative Representative.
- ___ Please enter a current email and mailing address for the Primary and Alternative Representatives. You may specify the individual's mailing address as being in care of a company.
- ___ Groups of related Districts must each provide separate signed documents if each is a separate legal entity. Each legal entity will have their own separate policy in the Pool.
- ___ Please indicate adoption of the Resolution by two Directors on Page 2 of the Resolution.
- ___ A copy of the Resolution and one original IGA document must be returned to McGriff Insurance Services, Inc., the Pool Administrator. If the District wishes to retain an original copy, please have duplicate originals signed at the same time.

**PLEASE NOTE IT IS IMPORTANT THAT CURRENT REPRESENTATIVE AND/OR
ALTERNATE INFORMATION BE MAINTAINED WITH THE POOL ADMINISTRATOR.
WE REQUEST ANY CHANGES BE SUBMITTED IN WRITING AS SOON AS POSSIBLE.**

RESOLUTION NO. _____, SERIES 20__

WHEREAS, the Board of Directors of _____ (hereafter referred to as "the District") has authority under Article XIV, Section 18(2)(a) of the Colorado Constitution, and §§ 24-10-115.5, 29-13-102, 29-1-201, et seq., and 8-44-204 of the Colorado Revised Statutes, as amended, to participate in a self-insurance pool for property and liability and/or workers' compensation coverages;

WHEREAS, the Board of Directors has reviewed a contract to cooperate with other Colorado Special Districts by participating in a self-insurance pool for property and liability and/or workers' compensation coverages entitled "Intergovernmental Agreement for the Colorado Special Districts Property and Liability Pool", a copy of which is attached hereto as Exhibit A and incorporated into this Resolution; and,

WHEREAS, the Board of Directors finds that participation in such a pool would be in the best interest of the District, its employees, and its taxpayers.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the District hereby:

1. Approves the contract entitled Intergovernmental Agreement for the Colorado Special Districts Property and Liability Pool, a copy of which is attached hereto as Exhibit A and incorporated into this Resolution by this reference.
2. Authorizes and directs the Chair of the Board of Directors to execute Exhibit A on behalf of the District.
3. Directs the Secretary of the Board of Directors to transmit to the Colorado Special Districts Property and Liability Pool (hereafter referred to as "Pool"), McGriff Insurance Services, Inc., PO Box 1539, Portland, OR 97207-1539, an executed and attested copy of this Resolution and one original of Exhibit A.
4. Designates _____ as District's initial Representative to the Pool and designates _____ as the District's Alternative Representative.
5. Provides the following contact information for the Representative and Alternate Representative:
Representative Email Address: _____
Representative Mailing Address: _____
Representative Phone Number: _____

Alternate Representative Email Address: _____
Alternate Representative Mailing Address: _____

Alternate Representative Phone Number: _____

6. Understands that, with the adoption of this Resolution, the District becomes a member of the Pool, with coverage to be provided by or through the Pool on such date as determined by the District and Pool.

Director _____ moved the adoption of the above Resolution.

Director _____ seconded the adoption of the above Resolution.

This Resolution was adopted by a majority vote of the Board of Directors of the District
on the _____ day of _____, 20 ____.

Chair of the Board

ATTEST:

Secretary of the Board

**INTERGOVERNMENTAL AGREEMENT FOR THE
COLORADO SPECIAL DISTRICTS
PROPERTY AND LIABILITY POOL**

As Amended
SEPTEMBER 14, 2022

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**INTERGOVERNMENTAL AGREEMENT FOR THE
COLORADO SPECIAL DISTRICTS PROPERTY AND LIABILITY POOL**

ARTICLE 1. Definitions

As used in this Pool Agreement, the following terms shall have the meaning hereinafter set out:

- 1.1 **BOARD**: Board of Directors of the Pool.
- 1.2 **CLAIM YEAR**: Any twelve consecutive month period established by the Board. The "initial" claim year is the first claim year established for the Pool.
- 1.3 **DIRECTOR**: A person serving on the Board.
- 1.4 **MEMBER**: A Special District which enters into this Pool Agreement. An "initial" member of the Pool is a member which obtains coverage through the Pool during the initial claim year.
- 1.5 **MEMBER REPRESENTATIVE**: That person who is an elected official, employee, or other person designated in writing by a Member as its representative or alternate to the Pool.
- 1.6 **POOL**: The Colorado Special Districts Property and Liability Pool established pursuant to the Constitution and the statutes of this state by this Pool Agreement.
- 1.7 **POOL AGREEMENT**: This Intergovernmental Agreement for the Colorado Special Districts Property and Liability Pool.
- 1.8 **PUBLIC ENTITY**: A public entity pursuant to Section 24-10-103(5), C.R.S., as amended, and that is formed by this Pool Agreement by Member Special Districts as a separate and independent governmental and legal entity pursuant to the provisions of Article XIV, Section 18(2) of the Colorado Constitution and Sections 29-1-201 *et. seq.*, 8-44-101(1)(C) and (3), 8-44-204, 24-10-115.5, and 29-13-102, C.R.S., as amended.
- 1.9 **SPECIAL DISTRICT**: A political subdivision of the State of Colorado that is a unit of local government pursuant to Article 13, Title 29, C.R.S., as amended, or an authority organized pursuant to Part 8, Article 25, Title 31, C.R.S., as amended, that is a public entity pursuant to Section 24-10-103(5), C.R.S., as amended, and that is eligible for membership in the Special District Association of Colorado according to the Association's bylaws as amended and in effect from time to time. "Special District" also includes any separate entity created by intergovernmental agreement authorized by Part 2, Article 1, Title 29, C.R.S., as amended, if at least one of the contracting entities is a special district and if all of the contracting entities are units of a local government pursuant to Article 13, Title 29,

C.R.S., as amended, and are public entities pursuant to Section 24-10-103(5), C.R.S., as amended.

- 1.10 SDA BOARD: The Board of Directors of the Special District Association of Colorado.

ARTICLE 2. Creation of Pool

- 2.1 The Colorado Special Districts Property and Liability Pool is hereby formed by this Pool Agreement by Member Special Districts as a separate and independent governmental and legal entity pursuant to the provisions of Article XIV, Section 18(2) of the Colorado Constitution and Sections 29-1-201 et. seq., 8-44-101(1)(C) and (3), 8-44-204, 24-10-115.5, and 29-13-102, C.R.S., as amended.
- 2.2 Each Special District entering into this Pool Agreement has the power under Colorado law to make provision for the property and liability coverages, workers' compensation benefits, and risk management, claims handling, and other functions and services which constitute the specific functions and services jointly provided by means of the Pool.

ARTICLE 3. Purposes

- 3.1 The purposes of the Pool are to provide defined property, liability, workers' compensation and associated coverages, and claims and risk management services related thereto, for Member Special Districts through a self-insurance pool.
- 3.2 It is the intent of the Members to use Member contributions to defend and indemnify, in accordance with this Pool Agreement, any Member against stated liability or loss to the extent of the coverage provided by or through the Pool.
- 3.3 All income and assets of the Pool shall be at all times dedicated to the exclusive benefit of its Members.

ARTICLE 4. Non-Waiver of Governmental or Other Immunity

- 4.1 All Pool money, plus earned interest, is money derived from its Members which consist solely of Special Districts and a Public Entity within the State of Colorado. It is the intent of the Members and the Public Entity that, by entering into this Pool Agreement, they do not waive and are not waiving any immunity provided by any law to the Public Entity, Members or their public employees, as defined in Section 24-10-103(4), C.R.S., as amended.

ARTICLE 5. Participation

- 5.1 The Board shall have the authority to limit the Members of the Pool to those Colorado Special Districts which are members of the Special District Association of Colorado and

which properly enter into and adopt this Pool Agreement.

- 5.2 New Members, including special districts which have previously withdrawn or been expelled from the Pool, shall be admitted only upon approval by the Board, subject to the payment of such sums and under such conditions as the Board in each case or from time-to-time establishes.
- 5.3 A Member may participate in the Pool for either or both of the following purposes:
 1. The property and liability coverages authorized by Sections 24-10-115.5 and 29-13-102, C.R.S., as amended, and risk management, claims handling and other functions and services related to such coverages;
 2. The workers' compensation coverages authorized by Sections 8-44-101(1)(C) and (3) and 8-44-204, C.R.S., as amended, and risk management, claims handling, and other functions and services related to such coverages.
- 5.4 A Member who is participating in the Pool for one of the purposes set forth in Paragraph 5.3 may be authorized to participate in the Pool for the other of those purposes upon further compliance, as necessary, with Paragraph 5.1 and approval of the Board, subject to the payment of such sums and under such conditions as the Board in each case or from time-to-time establishes.
- 5.5 Upon a vote of the Directors, the Board shall have the authority to approve a Public Entity to participate in the Pool for one of the purposes set forth in Paragraph 5.3. If a Public Entity is allowed to participate in the Pool, the Board must adopt rules, pursuant to Subparagraph 14 of Paragraph 8.2, to ensure that participation by the Public Entity will not interfere or conflict with the Board's obligations to its Members or impair the financial condition of the Pool. The Board shall also have the authority, upon a vote of the Directors, to remove the Public Entity from participation in the Pool. A Public Entity approved by the Board to participate in the Pool is not a Member, does not have powers of a Member under Article 9, and may not request binding arbitration under Paragraph 16.11.

ARTICLE 6. Board of Directors and Officers

- 6.1 The Pool Board of Directors shall be composed of nine persons to be appointed by the SDA Board. Directors shall be appointed from among the Member Representatives, each from a different Member. At least one (1) Pool Director shall be appointed by the SDA Board from among the SDA directors. Pool Directors who are not SDA directors shall be appointed by the SDA Board from nominations received from Members. In no event may more than three Pool Directors be appointed from any one of the following types of special districts: Ambulance, Fire, Metropolitan, Park and Recreation, Sanitation, Water, Water and Sanitation, Hospital, or Library Districts. Nominations from the Members shall be submitted to the SDA Board at such time as the SDA Board may provide, and any

nomination must be approved by the Board of Directors of the Member submitting the nomination.

- 6.2 The Executive Director of the SDA shall serve as an ex-officio, non-voting Director on the Board. Additionally, an employee of the SDA, as designated by the Executive Director of the SDA, shall serve as a non-voting Director on the Board in the role of Pool Liaison, to act as an intermediary between the Pool Board and its vendors for the purpose of coordinating services.
- 6.3 Terms of the Directors shall be two-year, overlapping terms or until their successors have been appointed, except as provided herein. The term of office shall begin on a January 1, and end at midnight on a December 31, except that the Directors appointed to the first Board following the formation of the Pool shall begin their term prior to a January 1 if the SDA Board so directs. Directors may serve successive terms. The SDA Board shall appoint to the first Board following formation of the Pool, three Directors to serve one-year terms and four Directors to serve two year terms, with the successors of each appointed for two-year terms. Of the two additional persons to be appointed to the Board upon expansion of the Board from seven to nine persons, one shall be appointed to serve a one-year term and one shall be appointed to serve a two-year term, with the successors of each appointed for two-year terms; the terms of office of the two additional persons initially appointed may begin prior to a January 1 if the SDA Board so directs.
- 6.4 The officers of the Pool shall be: president, one or more vice presidents, secretary, one or more assistant secretaries, and comptroller. The officers shall be elected annually by and from among the Directors at the first meeting of the Board following each December 31.
- 6.5 A vacancy shall occur on the Board when a Director:
 1. Submits a written resignation to the Board;
 2. Dies;
 3. Ceases to be a Member Representative;
 4. Fails to attend three consecutive regular meetings of the Board without the Board having entered upon its minutes an approval for an additional absence or absences, except that such additional absence or absences shall be excused for temporary mental or physical disability or illness; or
 5. Is convicted of a felony.
- 6.6 A change in which Member has designated a Director as its Member Representative, including alternates, does not cause a vacancy on the Board unless the change causes there to be more than three Directors appointed from the types of special districts listed in

Paragraph 6.1.

- 6.7 Any vacancy on the Board shall be filled by appointment by the SDA Board for the unexpired portion of the term.

ARTICLE 7. Meetings of the Board of Directors

- 7.1 The Board may set a time and place for regular meetings which may be held without further notice. The Members shall be notified of the time and place set for regular meetings.
- 7.2 Special meetings may be called by the President or by a majority of the Directors by mailing written notice at least ten (10) days in advance to all Directors or by unanimously executed waiver of notice.
- 7.3 Five Directors shall constitute a quorum to do business. All acts of the Board shall require approval of a majority of the Directors present, except as otherwise specifically provided in this Pool Agreement.
- 7.4 One or more or all Directors may participate in any meeting of the Board by means of a conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other at the same time. Participation by such means shall constitute presence at the meeting.
- 7.5 Any action of the Board may be taken without a meeting if a consent in writing setting forth the action so taken is signed by all Directors appointed to the Board. Such consent shall have the same effect as a unanimous vote. The consent may be executed in counterparts.

ARTICLE 8. Powers and Duties of the Board of Directors

- 8.1 The business and affairs of the Pool shall be managed by the Board which shall exercise all the authority and powers and discharge all the duties of the Pool, except as is otherwise provided in this Pool Agreement.
- 8.2 In addition to all other powers of the Board set out in this Pool Agreement, the Board shall have the power to:
1. Exercise all powers necessary to carry out the purposes of the Pool.
 2. Retain agents, independent contractors and employees necessary to administer and achieve the purposes of the Pool, including, but not limited to, attorneys, accountants, investigators, experts, consultants, and others.
 3. Purchase, sell, encumber, and lease real property, and purchase, sell, encumber or

lease equipment, machinery, and personal property.

4. Invest money as allowed for the Pool by Colorado statutes or by lawful regulations adopted pursuant to Colorado statutes, as from time-to-time amended.
 5. Purchase excess insurance, stop-loss insurance, and reinsurance as the Board deems prudent.
 6. Adopt and adjust the coverages provided through the Pool.
 7. Adopt and adjust contributions to the Pool.
 8. Enter into contracts including, but not limited to, contracts for risk management, claim adjustment, and brokerage services.
 9. Reimburse Directors for reasonable and approved expenses, including expenses incurred in attending Board meetings, and pay compensation to each Director for his or her services in a sum not to exceed the maximum sum which may by statute be paid as compensation for services of directors on Colorado special district boards of directors.
 10. Purchase fidelity bonds from an insurance company approved by the Insurance Commissioner of the State of Colorado to do business in Colorado.
 11. Establish reasonable and necessary loss reduction, prevention and risk management policies and procedures to be followed by the Members.
 12. Appoint committees from time to time as the Board considers desirable.
 13. Provide for claims and loss control procedures, and establish conditions to be met prior to the payment or defense of claims.
 14. Establish rules governing its own conduct and procedure, and the authority of its officers, not inconsistent with this Pool Agreement.
 15. Approve attorneys or firms of attorneys to represent Members in claims covered through the Pool.
 16. Delegate in writing fiduciary responsibilities or ministerial powers and duties to individual Directors or committees of the Board or to such agents, employees, and independent contractors as the Board considers desirable.
- 8.3 In addition to all other duties of the Board set out in this Pool Agreement, the Board shall have the duty to:

1. Have an audit of the financial affairs of the Pool be made annually by a certified public accountant in accordance with applicable laws and regulations, and provide a copy thereof to each Member.
2. Select a qualified actuary to conduct periodic reviews of the Pool's funds and any reviews required by the Insurance Commissioner of Colorado, and make recommendations to the Board based on such reviews.
3. Designate one or more persons or entities to administer the Pool.
4. Adopt a budget annually and report the budget to the Members.
5. Three persons shall be appointed annually to an expulsion committee to serve until January 1 of the year following the appointment. One person, to be appointed by the Board, shall be a director on the board, one person, to be appointed by the Board, shall be a representative of the person(s) or entity(ies) providing general administrative services to the Pool, and one person, to be appointed by the SDA Board, shall be a member of the SDA Board.

ARTICLE 9. Members' Powers and Meetings

9.1 The Members shall have the power to:

- a. Amend the Pool Agreement by a two thirds (2/3) vote of the Members present at a meeting. Written notice of any proposed amendment shall be provided to each Member at least forty-five (45) days in advance of any vote on the amendment.
- b. Dissolve the Pool and disburse its assets by a two thirds (2/3) vote of the Members present at a meeting, pursuant to such notice and in keeping with such procedure as shall be established by the Board, and upon which question proxy voting shall not be allowed. Notice of the dissolution and plan for disbursement of assets and payment of the remaining obligations of the Pool shall be mailed to the Insurance Commissioner of Colorado at least ninety (90) days prior to the effective date of the dissolution. The plan for disbursement of assets and payment of the remaining obligations of the Pool shall not take effect until approved by the Insurance Commissioner of Colorado. Upon dissolution of the Pool, the assets of the Pool not used or needed for the purposes of the Pool, as determined by the Board and subject to approval by the Insurance Commissioner of Colorado, shall be distributed exclusively to Special Districts which are members of the Pool prior to dissolution to be used for one or more public purposes.

9.2 Meetings of the Members shall be held as follows:

- a. Members shall meet at least once annually at a time and place to be set by the Board, with notice mailed to each Member at least thirty (30) days in advance.
- b. Special meetings may be called by the Board upon its own motion and shall be called by the Board upon written request of thirty (30) percent of the Members, with notice mailed to each Member at least thirty (30) days in advance.
- c. The president of the Pool shall preside at the meetings; a vice president of the Pool shall preside in the absence of the president.
- d. Twenty (20) percent of the Members shall constitute a quorum to do business.
- e. Except for action to dissolve the Pool, proxy voting shall be allowed, pursuant to such procedures as the Board may determine.
- f. Each Member shall be entitled to one vote on each issue, to be cast by its Member Representative. No Director may cast a vote for a Member under Article 9.
- g. Notwithstanding any other provision of the Pool Agreement, any amendment to the Pool Agreement, except an amendment relating to dissolution of the Pool, may be adopted without a meeting if an approval in writing, setting forth the amendment approved, is signed by the Member Representatives of at least two thirds (2/3) of the Members. The approval may be executed in counterparts.

ARTICLE 10. Obligations of Members

- 10.1 Each Member and any Public Entity participating in the Pool shall have the obligation to:
- a. Pay all contributions or other payments to the Pool at such times and in such amounts as shall be established by the Board. Any delinquent payments shall be paid with interest pursuant to a policy established by the Board and uniformly applied.
 - b. Designate in writing, a Member Representative and one or more alternates for the Members' meetings. The Representative and any alternate shall be an elected official, employee, or other designee of the Member, and may be changed from time-to-time. Any alternate may exercise all the powers of the Representative during a Member meeting in the absence of the Member Representative. No Public Entity Member may have a Member Representative or any alternates.
 - c. Allow the Pool and its agents, contractors, employees and officers reasonable access to all facilities and records of the Member as required for the administration of the Pool.

- d. Cooperate fully with the Pool and all agents, contractors, employees and officers thereof in matters relating to the Pool.
- e. Provide information requested by the Pool, and all agents, contractors, employees, and officers thereof, as reasonably required for the administration of the Pool.
- f. Allow the Pool to make decisions regarding, and to designate attorneys to represent the Member in, the investigation, settlement and litigation of any claim within the scope of coverage furnished through the Pool.
- g. Comply with the claims, loss reduction, prevention and risk management policies and procedures established by the Board.
- h. Promptly report to the Pool all incidents or occurrences which could reasonably be expected to result in the Pool being required to consider a claim, in any form required by the Board and in compliance with any applicable excess insurance or reinsurance.
- i. Promptly report to the Pool the addition of new programs and facilities or the significant reduction or expansion of existing programs and facilities or other acts, as directed by the Board and in compliance with any applicable excess insurance or reinsurance.

ARTICLE 11. Contributions

- 11.1 The Board shall establish Member and Public Entity contributions pursuant to guidelines established by the Board from time-to-time. The contributions may include an annual contribution and any additional contributions at such times and in such amounts as the Board deems necessary to insure the solvency and avoid impairment of the Pool or which the Board otherwise deems beneficial to protect the financial condition of the Pool. The Board may provide for disbursement of non-surplus credit balances which are, pursuant to guidelines adopted by the Board from time to time, due a Member, and such disbursements shall not be subject to the provisions of Paragraphs 11.2 or 15.1.
- 11.2 Any excess funds which the Board determines are not needed for the purposes of the Pool, may be distributed among the Members and former Members, subject to Paragraph 15.1, pursuant to the following:
 - 1. Any such distribution may be in the form of credits against future contributions or in the form of payments, or a combination thereof, as the Board may determine.
 - 2. Money distributed for any claim year shall be distributed only to those Members and former Members which were Members during that claim year and shall be distributed in order of claim year contribution, with Members and former Members

of the initial claim year to receive the initial credits.

3. The amount which may be distributed for any claim year shall be established by the Board which shall have discretion as to the amount and timing of any distribution. That amount may not exceed the net sum of (i) the net income of the Pool for that claim year less (ii) the portion of the Pool's net income which equals the amount of the excess loss reserve of the claim year prior to the claim year (which is subject to the distribution) which was taken into income in that claim year plus (iii) the excess loss reserve for the claim year which is subject to the distribution.
 4. For the purpose of this Paragraph 11.2, the term "excess loss reserves" means the amount by which the amounts credited to loss reserves and charged to operating expenses in any claim year exceed the actual losses (including loss adjustment expenses) for that claim year.
 5. The amount established by the Board for a claim year pursuant to Subparagraph 3 of this Paragraph 11.2, shall be distributed among each Member and former Member which was a Member during that claim year based on the ratio which each Member's and former Member's contribution (excluding any surplus contribution) for the claim year bears to the total contributions (excluding surplus contributions) for the claim year and less the contributions of former Members which are not eligible for a distribution pursuant to Paragraph 15.1.
 6. Excess surplus funds contributed by Members and former Members may be distributed only among such contributing Members or former Members, subject to the five year membership requirement of Paragraph 15.1. The Board has discretion to determine, from time to time, the amount and timing of any distribution of such funds. The amount established by the Board shall be distributed among each Member and eligible former Member based on the ratio which each Member's and former Member's surplus contribution bears to the total amount of surplus funds contributed to the Pool by Members and former Members.
 7. No distribution of excess funds, including excess surplus funds contributed by Members, shall be made to any Member or former Member which owes any amount to the Pool until the amount so owed is paid, and any amount so owed may be deducted from the distribution to the Member or former Member.
 8. No distribution of excess funds, including excess surplus funds contributed by Members, shall cause the Pool to become impaired or insolvent.
- 11.3 The total amount of surplus shall be determined by the Board from time-to-time, but in no event shall be less than that required by the Insurance Commissioner of Colorado, and the Board may require all Members to make additional contributions to surplus as the Board deem necessary, or the Insurance Commissioner of Colorado may require.

- 11.4 The Pool shall account separately for contributions made for the property and liability coverages authorized by Sections 24-10-115.5 and 29-13-102, C.R.S., as amended, and for contributions made for the workers' compensation coverage authorized by Sections 8-44-101(1)(C) and (3) and 8-44-204, C.R.S., as amended.
- 11.5 Notwithstanding any provision of this Agreement to the contrary, the Pool Board may establish from any contributions or other assets of the Pool the initial minimum surplus for workers' compensation coverage required by the Insurance Commissioner of Colorado; provided that contributions or other assets derived from coverages other than workers' compensation shall not be used to establish such minimum surplus unless and until the Board first determines that workers' compensation contributions are or will be insufficient to fund such surplus in the amounts and within the time required by the Insurance Commissioner of Colorado; and provided further, that such minimum surplus shall be established from contributions for workers' compensation coverage as soon as the Board determines practicable consistent with ensuring the solvency and avoiding the impairment of the Pool. The Board may issue subordinated debt to establish such minimum surplus consistent with applicable requirements of the Insurance Commissioner of Colorado.
- 11.6 The Pool shall repay the Special District Association of Colorado for its ongoing services to the Pool, provided subsequent to the creation of the Pool, within such time and in such amount as the SDA Board and Pool Board may agree.

ARTICLE 12. Liability of Directors, Officers and Employees

- 12.1 No Director, officer, committee member, Pool Liaison, or employee of the Pool shall be personally liable for any acts performed or omitted in good faith. The Pool shall indemnify each Director, officer, committee member, Pool Liaison, and employee of the Pool against any and all expense including attorney fees and liability expenses sustained by them, or any of them in connection with any suit or suits which may be brought against them involving or pertaining to any of their acts or duties performed for this Pool or omitted in good faith. This provision shall not be deemed to prevent compromises of any such litigation where the compromise is deemed advisable in order to prevent greater expense or cost in the defense or prosecution of such litigation.
- 12.2 The Pool shall obtain a fidelity bond or other bond to guarantee the faithful performance of each Director's, officer's Pool Liaison's, and employee's duties hereunder, and shall make reasonable effort to obtain errors and omissions coverage for each Director, officer, committee member, Pool Liaison, and employee of the Pool. The Pool shall obtain bonds for all Directors, officers, committee members, Pool Liaison, and employees who handle or have access to Pool funds, in an amount which the Board deems appropriate but no less than the minimum amount deemed necessary by the Insurance Commissioner of Colorado.

ARTICLE 13. Withdrawal of Members

- 13.1 Any Member may withdraw from the Pool by giving written notice to the Board of its intent to withdraw at least sixty (60) days prior to the Member's coverage renewal date. A Member which has different renewal dates for different coverages must give such written notice at least sixty (60) days prior to the first renewal date following any January 1. Unless a different date is agreed to by the Board and the Member, the withdrawal shall be effective on the Member's coverage renewal date but, if the Member has different renewal dates for different coverages, the withdrawal shall be effective the latest renewal date following the written notice of withdrawal. After the notice of withdrawal is given, no coverage will be renewed but all coverages will remain in effect only until their respective expiration dates.
- 13.2 Except as otherwise provided in this Paragraph, any Member which dissolves or which is consolidated with another Special District shall be considered a withdrawn Member with the same rights and obligations under this agreement as any other withdrawn Member, such withdrawal to be effective on the date of dissolution or consolidation, as the case may be. Notwithstanding Paragraph 15.1 and under the following circumstances only, a Special District shall receive the credits against its future contributions to the Pool otherwise allocable to a dissolved or consolidated Member pursuant to Paragraph 11.2:
1. If the Special District was formed by a consolidation which included such a Member, the Special District assumed all rights of that Member under this agreement, and the Special District is a Member no later than one year after the effective date of the consolidation; or,
 2. If the Special District assumed all rights of a dissolved Member under this agreement, and the Special District is a Member no later than one year after the effective date of the dissolution.

A Special District entitled to receive such credits of a dissolved or consolidated Member shall not be obligated for any liabilities to the Pool of the dissolved or consolidated Member in excess of the amount of such credits.

ARTICLE 14. Expulsion of Members

- 14.1 A Member which fails to make a contribution or other payment due to the Pool shall be automatically expelled from the Pool on the sixtieth (60) day following the due date, unless time for payment is extended by the Board and payment is made within any extended period. A notice of failure to make a contribution or other payment due to the Pool shall be mailed to the Member at least thirty (30) days prior to the date of automatic expulsion. If payment is not made within any extended period, the automatic expulsion shall occur on a date, no later than twenty (20) days after the last day of the extended period, set by the Board. An expulsion under this Paragraph 14.1 shall not be subject to the provisions of Paragraph 14.2.

- 14.2 A Member may be expelled by the Board for failure to carry out any other obligation of the Member, or for failure to maintain its membership in the Special District Association of Colorado if such membership was required by the Board at the time the Member was admitted to the Pool, subject to the following:
1. The Member shall receive notice from the Board of the alleged failure and not less than thirty (30) days in which to cure the alleged failure, along with notice that expulsion may result if the failure is not so cured.
 2. The Member shall receive at least thirty (30) days prior notice from the Board, of the date, place and time when the Board will consider expelling the Member from the Pool, and the Member shall be entitled to be present at that meeting and to present evidence and reasons why it should not be expelled. The decision of the Board shall be effective as of the date and upon the terms and conditions set forth in the Pool Agreement and applicable excess or reinsurance policies and otherwise specified by the Board, except as provided in Subparagraph 3 of this Paragraph 14.2.
 3. The Member may appeal the Board's decision to the expulsion committee, which shall schedule a hearing thereon. The Member and the Board shall be provided at least ten (10) days prior written notice of the date, time and place of the hearing. The appealing Member shall be entitled to be present at that hearing and to present evidence and reasons why it should not be expelled and the Board may present evidence and reasons why expulsion is proper. The decision of the expulsion committee shall be final and any expulsion effective as of the date and upon the terms and conditions set forth in the Pool Agreement and applicable excess or reinsurance policies, and otherwise specified by the Board.

ARTICLE 15. Effect of Withdrawal or Expulsion

- 15.1 No withdrawn or expelled Member shall be entitled to any reimbursement of contributions or distribution or excess funds, including excess surplus funds contributed by Members, unless the Member was a Member for at least five consecutive years.
- 15.2 A withdrawn or expelled Member shall remain obligated for all amounts owing at the time of withdrawal or expulsion for the years during which the member was an active member of the Pool and for all amounts which thereafter become owing for such years pursuant to the Pool Agreement and any other Pool documents which are in effect at the time of withdrawal.
- 15.3 A withdrawn or expelled Member shall be considered a Member of the Pool for the purpose of payment of the Member's claims and expenses related thereto which remain covered under the terms of coverage existing at the time of withdrawal. A withdrawn or expelled

Member shall remain subject to all conditions of coverage and obligations of a Member which are in effect at the time of withdrawal. A withdrawn or expelled Member shall have no right to vote on any matter pending before the Pool membership.

- 15.4 No withdrawn or expelled Member may be adversely affected by any change in the Pool Agreement or other Pool documents adopted subsequent to the effective date of the Member's withdrawal or expulsion.
- 15.5 Unless disapproved by an affected excess carrier or reinsurer, the Pool shall offer a withdrawing or expelled Member, no later than forty-five (45) days after the expulsion or Board's receipt of the written notice of withdrawal, at least twenty-four (24) months extended reporting period on any claims-made coverage provided through the Pool, at a cost reasonably calculated by the Board and subject to any contracts existing at the time of withdrawal or expulsion.

ARTICLE 16. Miscellaneous

- 16.1 This document constitutes an intergovernmental agreement among those Special Districts which become Members of the Pool. The terms of this agreement may be enforced in court by the Pool or by any of its Members. The consideration for the duties herewith imposed on the Members to take certain actions and to refrain from certain other actions shall be based upon the mutual promises and agreements of the Members set forth herein.
- 16.2 A certified or attested copy of the resolution of approval for each Member shall be attached to the Member's Pool Agreement on file with the Pool.
- 16.3 Except to the extent of the limited financial contributions to the Pool agreed to herein or such additional obligations as may come about through amendments to this Pool Agreement, the contracting parties intend in the creation of the Pool to establish an organization to operate only within the scope herein set out and have not otherwise created as between Member and Member any relationship of surety, indemnification or responsibility for the debts of or claims against any other Member.
- 16.4 The provisions of this Pool Agreement and of the other documents referred to herein, and the assets of the Pool, are for the benefit of the Members of the Pool only, and no other persons or entities shall have any rights or interest in this Pool Agreement or in any of the other documents referred to herein, or in any such assets, as a third party beneficiary or otherwise. The assets of the Pool shall not be subject to attachment, garnishment, or any equitable proceeding.
- 16.5 It is the intention of the Members that the Pool and any income of the Pool not be subject to taxation, and the Members shall cooperate in such respects, including amending this Pool Agreement, as reasonably necessary to establish and maintain the non-taxable status of the Pool.

- 16.6 The Insurance Commissioner of Colorado shall have such authority with respect to the formation and operation of the Pool as is provided by applicable Colorado law.
- 16.7 Except as permitted in this Pool Agreement, and amendments hereto, neither the Board nor any other person or entity is authorized to incur liabilities or obligations or enter into contracts on behalf of the Members.
- 16.8 "Insolvency" as applied to the Pool shall have the meaning as defined in Section 10-3-212, C.R.S., as amended, or as the Insurance Commissioner of Colorado may otherwise provide.
- 16.9 The statutory reporting period for the Pool shall be the calendar year or such other period as the Insurance Commissioner of Colorado may provide.
- 16.10 If any provision of this Pool Agreement is held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the other provisions, and this Pool Agreement is expressly declared to be severable.
- 16.11 If the Board or its authorized representative and a Member disagree on whether a loss is covered through the Pool or on the amount of a covered loss, the Board or its authorized representative or the Member may request that the disagreement be submitted to binding arbitration as follows:
1. Unless otherwise agreed by the Board or its authorized representative and the Member, three persons shall be selected for the arbitration panel, one by the Board or its authorized representative, one by the Member, and one by the two so selected to act as umpire to decide the items upon which the other two disagree. If the two so selected fail for fifteen days to agree upon the umpire, the umpire shall be selected by a judge of a court of record agreed to by the Board or its authorized representative and the Member.
 2. The decision of the panel shall be binding on the Board or its authorized representative and the Member.
 3. The Pool shall pay the fees and expenses of the panelist selected by the Board or its authorized representative, the Member shall pay the fees and expenses of the panelist selected by it, and the fees and expenses of the umpire shall be shared equally by the Pool and the Member.

Dated: _____

By: _____

Title: Chairman, Board of Directors and President

Special District [name]: _____

By: _____

Title: Chairman, Board of Directors and President

Date: _____

Attest:

By: _____

Title: District Secretary