

August 17, 2018

Tara Raymore Williamson County Sr. Director of HR 301 S/E Inner Loop; Ste 108301 S/E Inner Loop; Ste 108 Georgetown, TX 78626

Re: Williamson County - Liability Renewal

The Texas Association of Counties Risk Management Pool (TAC RMP) is pleased to present your Liability coverage renewal for 2018. TAC RMP strives to provide its Members the most comprehensive coverages and risk solutions available. We appreciate your dedication to the Pool and we understand that supporting our Members when they need it most is an important detail when it comes to your coverage with TAC RMP.

The TAC RMP Board of Directors approved the following Liability Coverage enhancements effective October 1, 2017:

- **Cyber Coverage:** Increased the main limit from \$1,000,000 to \$2,000,000 and renamed to Privacy and Security Liability and Expense coverage.
- **General Liability:** Incorporated coverage for law enforcement watercraft in to the main coverage document.
- **Public Official and Law Enforcement Liability**: Expanded coverage for malicious or criminal act or omission. Also incorporated punitive damages into the main limit of liability.

Your renewal coverage is based on information we obtained from the renewal questionnaire. Please review your renewal and all attached schedules for accuracy. If you have any questions please do not hesitate to contact me for an onsite review. If you have any questions or updates related to your coverage, please contact your Member Services Representative for assistance.

We look forward to another successful year and we appreciate and thank you for your continued participation in TAC Risk Management Pool.

Sincerely,

Todd Kisel

Risk Management Consultant



INVOICE

Williamson County
Attn: Tara Raymore

301 S/E Inner Loop; Ste 108 Human Resources Department

Contribution for the coverage below is now due.

Georgetown, TX 78626

Invoice Due Date: October 1, 2018

Invoice #: 23226

Coverage #: CAS-2460-20181001-1

Coverage Period: October 1, 2018 - October 1, 2019

Member Number: 2460

Coverage	Invoice Number	Contribution Due
Auto Liability	NRCN-23226-AL	\$116,612
Auto Physical Damage	NRCN-23226-AP	\$120,996
Law Enforcement Liability	NRCN-23226-LE	\$273,029
Public Officials Liability	NRCN-23226-PO	\$200,137
Total Due:		\$710,774

Payment Remittance Form

Williamson County

Attn: Tara Raymore

301 S/E Inner Loop; Ste 108 Human Resources Department

Georgetown, TX 78626

If the total amount enclosed is not \$710,774, please use the notes section below to explain:

Invoice Due Date: October 1, 2018

Invoice Number	Contribution Due
NRCN-23226-AL	\$116,612
NRCN-23226-AP	\$120,996
NRCN-23226-LE	\$273,029
NRCN-23226-PO	\$200,137
Total Due:	\$710,774

Amount Enclosed:	
Please make checks payable to:	
Texas Association of Counties Risk Management Pool	
Box # 2426	
San Antonio, TX 78298-9900	

08/17/2018

Liability Contribution & Coverage Declarations

Member: Williamson County

Coverage Period: October 1, 2018 through October 1, 2019

This Contribution & Coverage Declarations (CCD) is part of the Coverage Documents between the Texas Association of Counties Risk Management Pool (Pool) and the Named Member shown above, subject to the terms, conditions, definitions, exclusions, and sub-limits contained in the Coverage Documents, any endorsements, and the Interlocal Participation Agreement (IPA).

AUTO LIABILITY	Limits of Liability	Deductible Per Occurrence	Contribution		
Bodily Injury Liability - Each Person Bodily Injury Liability - Each Accident Property Damage Liability - Each Accident	\$100,000 \$300,000 \$100,000	\$1,000	\$116,612		
Included Coverage					
Personal Injury Protection	\$5,000	No deductible	Included \$116,612		
AUTO LIABILITY CONTRIBUTION					

AUTO PHYSICAL DAMAGE	Limits of Liability	Deductible Per Covered Auto	Contribution			
Comprehensive Coverage	The lesser of the Actual Cash Value at time of loss or cost of repair with like kind and quality	\$2,500	\$120,996			
Collision Coverage	The lesser of the Actual Cash Value at time of loss or cost of repair with like kind and quality	\$2,500	Ψ120,990			
AUTO PHYSICAL DAMAGE CONTRIBUTION						

LAW ENFORCMENT LIABILITY		Retroactive Date	Limits of Liability	Deductible Per Claim	Contribution
Law Enforcement Liability		10/01/2016	\$2,000,000 Per Claim \$2,000,000 Aggregate	\$25,000	\$264,734
Optional Coverage	ge				
District Judge		10/01/2016	Per Endorse	\$5,295	
Unmanned Aircraft	Number of Unmanned Aircraft: 4	10/01/2018	Per Endorsement		\$3,000

Covered Law Enforcement Departments or Agency

Williamson County Attorney's Office

Williamson County Constable's Offices

Williamson County Employees Of The District Attorney's Office

Williamson County Juvenile Probation Department

Williamson County Sheriff's Office

LAW ENFORCEMENT LIABILITY CONTRIBUTION

\$273,029

PUBLIC OFFICIALS LIABILITY	Retroactive Date	Limits of Liability	Deductible Per Claim	Contribution		
Public Officials Liability	09/01/2013	\$2,000,000 Per Claim \$2,000,000 Aggregate	\$25,000	\$188,417		
Privacy or Security Event Liability and Expense Coverage	10/01/2017	\$2,000,000 General Aggregate \$25,000				
Optional Increased Sublimit						
Back Wages	09/01/2013	\$100,000 Per Claim \$250,000 Aggregate		\$4,183		
Optional Coverage						
District Judge	09/01/2013	Per Endorse	ment	\$3,768		
District Attorney - Malicious Prosecution	09/01/2013	Per Endorse	ment	\$3,768		
Split Coverage Retroactive Coverage Dates						
Privacy or Security Event Liability and Expense Coverage	05/01/2015	\$1,000,000 General Aggregate				
PUBLIC OFFICIALS LIABILITY CONTRIBUTION						

TOTAL CONTRIBUTIONS	\$710,774
This is not an invoice. An invoice will be submitted to the Pool Coordinator.	

NOTICE OF ACCIDENT/CLAIM

Notice of an accident or claim (including service of process, if any) is to be delivered immediately to the Pool via the Texas Association of Counties Claims Department at:

Texas Association of Counties

Attention: CLAIMS
P. O. Box 2131
Austin, Texas 78768
Fax Number: 512-615-8942

Email: claims-cs@county.org

Any notice of claim and/or related documents should be mailed to the above immediately or by fax or email.

CONDITIONS

Coverage: This CCD is to outline limits, deductibles, and contributions only. All coverage is subject to the terms, conditions, definitions, exclusions, and sub-limits described in the Coverage Documents, any endorsements, and the IPA.

Claims Reporting: The Named Member shall submit claims to the Pool as set forth in each applicable Coverage Document or as otherwise required by the Pool or state law.

Failure to Maintain Coverage: The Named Member's failure to maintain at least one coverage through the Pool will result in the automatic and immediate termination of the IPA.

Named Member Compliance: By executing the IPA, the Named Member agrees to comply with and abide by the Pool's Bylaws, applicable Coverage Documents, and the Pool's policies, as now in effect and as amended.

Payment of Annual Contribution: The Named Member shall pay contributions as outlined on invoices and as per the terms of the IPA.

Pool's Right to Audit: The Pool has the right, but no obligation, to audit and inspect the Named Member's operations and property at any time upon reasonable notice and during regular business hours, as the Pool deems necessary to protect the interest of the Pool.

Property Appraisal: Property coverage is blanket and based on Replacement Cost. The Pool will provide a formal physical appraisal of the Member's property on a periodic basis and the Member agrees to accept the values provided by the Pool's appraisal firm. Member agrees to report all buildings and contents prior to renewal.

Pool Coordinator: The Named Member shall appoint a Pool Coordinator. The name of the Pool Coordinator and the address for which notices may be given by the Pool shall be set forth in the space provided at the end of the IPA. The Pool Coordinator shall promptly provide the Pool with any required information.

The Named Member may change its Pool Coordinator and the address for notice by giving written notice to Pool of the change before the effective date of the change.

Any failure or omission of the Named Member's Pool Coordinator shall be deemed a failure or omission of the Named Member. The Pool is not required to contact any other individual regarding the Named Member's business except the named Pool Coordinator unless notice or contact to another individual is required by applicable law. Any notice given by Pool or its contractor to the Pool Coordinator or such individual as is designated by law for a particular notice, shall be deemed notice to the Named Member.

Split Retroactive Coverage Dates: Means the period of time between the Split Retroactive Coverage Dates shown on the CCD and the Retroactive Date shown on the CCD.

Submission of Information: The Named Member shall timely submit to the Pool documentation necessary for the Pool to use to determine the risk to be covered for the next renewal period and to properly underwrite the risk exposure. The Pool will provide forms identifying the information requested.

Termination and Renewal: The coverage outlined in this CCD may be terminated or not renewed by either party as outlined in the IPA or applicable Coverage Document.

Termination for Failure to Pay: Notwithstanding any other provision in the IPA, if any payment or contribution for coverage owed by the Named Member to the Pool is not paid as required by the IPA, the Pool may cancel coverage or terminate coverage and the IPA, as the Pool deems appropriate, in accordance with the Pool's Bylaws and the applicable Coverage Document. The Named Member shall remain obligated for such unpaid contribution or charge for the period preceding termination.

This declaration is issued by _______ as authorized representative of the Pool on _______ in Austin, Texas.

Williamson County # 2460

Coverage Number: CAS-2460-20181001-1

AUTO LIABILITY

PERSONAL INJURY PROTECTION COVERAGE ENDORSEMENT

This endorsement provides coverage in addition to that provided under the Auto Liability Coverage Document. This endorsement modifies the Auto Liability Coverage Document to which it is attached. Certain terms used herein have meanings different than similar terms used in other documents and endorsements forming a part of the Coverage Document.

Coverage	Limits of Liability	Deductible
Personal Injury Protection	\$5,000 each Person	No deductible unless otherwise specified on CCD
Description of Covered Auto	OS:	
See H.1 Additional Definitio	<u>ns</u> Below	

A. COVERAGE AGREEMENT

The Pool will pay Personal Injury Protection benefits because of Bodily Injury:

- 1. Resulting from a motor vehicle Accident; and
- Sustained by a Covered Person.

The Pool's payment will only be for Losses or expenses incurred within three years from the date of Accident.

Personal Injury Protection benefits consist of:

- 1. Necessary expenses for medical and funeral services.
- Eighty percent of a Covered Person's Loss of Income from employment.
 These benefits apply only if, at the time of the Accident, the Covered Person:
 - a. Was an income producer; and
 - b. Was in an occupational status.

These benefits do not apply to any Loss after the Covered Person dies.

- 3. Reasonable expenses incurred for obtaining services. These services must replace those a Covered Person would normally have performed:
 - a. Without pay;

- b. During a period of disability; and
- c. For the care and maintenance of the family or household.

These benefits would apply if, at the time of the Accident, the Covered Person:

- a. Was not an income producer; and
- b. Was not in an occupational status.

These benefits will not apply to any Loss after the Covered Person dies.

B. EXCLUSIONS

The Pool does not provide Personal Injury Protection Coverage for any Person for Bodily Injury sustained:

- 1. In an Accident caused intentionally by that Person.
- 2. By that Person while in the commission of a felony.
- 3. By that Person while attempting to elude arrest by a law enforcement official.
- 4. To any employee of the Named Member, who is injured in the course and scope of his or her employment.

C. WHO IS A COVERED PERSON

For purposes of this Personal Injury Protection Coverage, Covered Person shall mean:

- 1. The Named Member's Officials, employees, Volunteers and any of their family members, while Occupying or when struck by a Covered Auto.
- 2. Anyone else Occupying a Covered Auto with the Named Member's permission and within the scope of that permission.

D. LIMITS OF LIABILITY

Regardless of the number of owned Covered Autos, Covered Persons, contributions paid, claims made or vehicles involved in the Accident, the most the Pool will pay for Bodily Injury for each Covered Person in any one Accident is the Limit of Liability shown in the Auto Liability Coverage Document or CCD.

If a Person receiving payment under this Personal Injury Protection Coverage Endorsement is also making a claim against the Named Member or another Covered Person under the Bodily Injury provisions of the Auto Liability Coverage Document, or against the Pool under the Bodily Injury provisions of the Uninsured/Underinsured Motorists Coverage Endorsement of the Auto Liability Coverage Document, such Named Member, other Covered Person and the Pool shall be entitled to an offset, credit or deduction against any award made under the Auto Liability Coverage Document or the Uninsured/Motorists Coverage Endorsement to such recipient in an amount equal to the amount paid to such recipient under this Personal Injury Protection Coverage Endorsement. The Auto Liability Coverage Document and the Uninsured/Underinsured Motorists Coverage Endorsement of – the Auto Liability Coverage Document are hereby amended accordingly; provided, however, nothing herein shall be construed to authorize a direct action against the Pool.

E. CONDITIONS

The CONDITIONS found in the Auto Liability Coverage Document are changed for Personal Injury Protection as follows:

- 1. Condition L.2, DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS is changed by adding the following:
 - d. At the Pool's request, give to the Pool a written proof of claim, under oath if required, including full particulars of the nature and extent of the Accident, injuries, treatment and any other details relevant to the Pool's determination of benefits payable hereunder. Proof of claim shall be made on forms furnished by the Pool unless, within 15 days after receiving notice of the claim, the Pool has failed to furnish such forms. In such event, notice shall be given in letter form.
 - e. At the Pool's request, submit to examination under oath by any Person selected by the Pool, as often as may be reasonably required.
 - f. Provide or authorize the Pool to obtain medical records or pertinent information.
 - g. Submit to physical or mental examination, at the Pool's request, by physicians of the Pool's choice, when and as often as the Pool reasonably requests.
- Condition N., TRANSFER OF RIGHTS OF RECOVERY AGAINST ANOTHER TO THE POOL does not apply.
- 3. Condition R., OTHER COVERAGE OR INSURANCE, is changed by adding the following:

If there is other Personal Injury Protection insurance, the Pool will pay only its share. The Pool's share is the proportion that its Limit of Liability bears to the total of all applicable limits. However, any coverage the Pool provides with respect to a vehicle the Named Member does not own shall be excess over any other collectible Personal Injury Protection coverage.

F. PAYMENT PROVISIONPROVISION

Benefits payable under this coverage, including those for Loss of Income, are only payable within 30 days after satisfactory proof thereof is received by the Pool. Subject to such proof of claim:

- 1. Accrued Medical Expenses and benefits for Loss of Income are payable not more frequently than every two weeks;
- 2. Any benefits for a period of less than two weeks for which the company is liable are payable at termination of the disability period.

Payments will be made to the Person who is disabled or, if the disabled Person is an unemancipated minor, to the parent or guardian who has custody of such minor within 30 days after satisfactory proof of parentage or guardianship is received by the Pool.

G. ASSIGNMENT OF BENEFITS

Payments for medical benefits will be paid directly to a physician or other health care provider if the Pool receives a written assignment signed by the Covered Person to whom such benefits are payable.

H. ADDITIONAL DEFINITIONS

The following are added to the DEFINITIONS Section and have special meaning for Personal Injury Protection.

- 1. **Covered Auto** means an Auto which is:
 - a. Owned or leased by the Named Member; or
 - b. Temporarily used by the Named Member as a substitute for an Auto owned or leased by the Named Member that has been withdrawn from normal use because of its breakdown, repair, servicing, Loss or destruction; and

Liability coverage under this Coverage Document must apply to the Covered Auto.

Covered Auto shall not include:

- a. Any Auto while used as a livery or public conveyance, unless, prior to the Accident, such use is specifically declared and described in the CCD or otherwise approved in writing by the Pool;
- b. Any Auto which is not being used with the Named Member's permission; or the use of which is outside the scope of the Named Member's permission.
- Loss of Income is the difference between:
 - a. Income which would have been earned had the Covered Person not been injured; and
 - b. The amount of income actually received from employment during the disability.

If the income being earned as of the date of Accident is a salary or fixed remuneration, it shall be used in determining the amount of income which would have been earned. Otherwise, the average monthly income earned during the period (not more than 12 months) preceding the Accident shall be used.

- 3. **Medical Expenses** means expenses for necessary medical, surgical, x-ray, and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services.
- 4. **Occupying** means in, upon, getting in, on, out or off.
- 5. **Person** means a natural Person and not a corporation, partnership, association, organization or business name.

LAW ENFORCEMENT LIABILITY

DISTRICT JUDGE ENDORSEMENT

Coverage Agreement – Subject to the limits shown in the Coverage Document, coverage is extended to cover a district judge, as described in this endorsement.

PART II – DEFINITIONS, Section N, Member, is amended to read:

- N. **Member** means only the following:
 - 1. The Named Member:
 - 2. Each Law Enforcement Department or Agency named in the CCD and which is duly constituted and operating under the jurisdiction of the Named Member;
 - The individual law enforcement officers or other employees or volunteers of each Law Enforcement Department
 or Agency set forth in the CCD as are regularly employed or officially engaged in Law Enforcement Activities for
 the Department or Agency.
 - 4. Other public officials, employees and volunteers of Named Member, excluding the District Attorney or the District Judge, except as provided in Subsection 6 below, but only with respect to a Claim or Claims arising out of errors, omissions or negligent acts of:
 - a) the Law Enforcement Departments or Agencies named in the CCD and only with respect to the activities of these persons while in furtherance of the Law Enforcement Activities of the Named Member; or
 - b) public officials of the Named Member in the making of the decisions concerning the budgeting or other provision of county funds for the conduct of activities of Law Enforcement Departments or Agencies named in the CCD.
 - 5. The Juvenile Board, but only if the Juvenile Board serves only the Named Member's county. If the Juvenile Board serves more than one county, the Juvenile Board is a Member only if each county represented on the Juvenile Board is a Member of the Pool. The individuals serving on the Juvenile Board are Members only if they are officials or employees or volunteers of the Named Member.
 - 6. A district judge whose designated jurisdiction includes the Named Member is a Member, but only in his or her capacity as a member of a Juvenile Board, and only if the Juvenile Board or the Juvenile Probation Department that it oversees is listed in the CCD.

PART V - CONDITIONS is amended to add:

- S. REPRESENTATION BY STATE OF TEXAS The Pool has no duty to:
- 1. defend a Member for a Claim in which the State of Texas determines that it will defend Member, but the Pool will defend a Member if Member requests a defense from the State and the State declines to provide a defense; or
- 2. pay or indemnify for a Claim in which the State of Texas has the responsibility to pay or indemnify, or determines to settle on behalf of Member.

Nothing in this Coverage Document acts as a waiver of governmental or official immunity, which can only be waived by an act of the Texas Legislature.

PUBLIC OFFICIALS LIABILITY

DISTRICT JUDGE ENDORSEMENT

Coverage Agreement – Subject to the limits shown in the Coverage Document, coverage is extended to cover a district judge, as described in this endorsement.

PART II - DEFINITIONS, Section J, Member, is amended to read:

J. **Member** means (1) Named Member; (2) those persons, individually or collectively, acting within the scope of their Official Capacity who are duly elected or appointed officials or employees or volunteers of the Named Member; and (3) a board, committee or similar entity that (a) is created solely by the Named Member's governing body, (b) is comprised only of persons appointed by the Named Member's governing body, (c) serves only the Named Member's purposes, and (d) is funded at least in part by Named Member.

The Juvenile Board is a Member, but only if the Juvenile Board serves only the Named Member's county. If the Juvenile Board serves more than one county, the Juvenile Board is a Member only if each county represented on the Juvenile Board is a Member of the Pool. The individuals serving on the Juvenile Board are Members only if they are officials or employees or volunteers of the Named Member.

Except as provided below, the district attorney is not a Member, nor is a district judge. An individual serving as criminal district attorney, county/district attorney or another statutorily-created office that is, effectively, a combination of the offices of county attorney and district attorney is a Member, but only when performing functions performed by the County Attorney in a county that has a county attorney.

A district judge whose designated jurisdiction includes the Named Member county is a Member, but only when acting in a judicial capacity concerning a case filed in the jurisdiction of the Named Member, or when acting concerning administrative matters of either the Named Member or a Juvenile Board that serves the Named Member.

PART VI - CONDITIONS is amended to add:

W. REPRESENTATION BY STATE OF TEXAS

The Pool has no duty to:

- 1. Defend a Member for a Claim in which the State of Texas determines that it will defend Member, but the Pool will defend a Member if Member requests a defense from the State and the State declines to provide a defense; or
- 2. Pay or indemnify for a Claim in which the State of Texas has the responsibility to pay or indemnify, or determines to settle on behalf of the Member.

Nothing in this Coverage Document acts as a waiver of governmental or official immunity, which can only be waived by an act of the Texas Legislature.

PUBLIC OFFICIAL LIABILITY

DISTRICT ATTORNEY - MALICIOUS PROSECUTION ENDORSEMENT

Coverage Agreement – Subject to the Limits of Liability shown in the Coverage Document, coverage is extended to provide a defense for a district attorney against a Claim of malicious prosecution, as described in this endorsement.

PART II - DEFINITIONS, Section J, Member, is amended to read:

J. **Member** means (1) Named Member; (2) those persons, individually or collectively, acting within the scope of their Official Capacity who are duly elected or appointed officials or employees or volunteers of the Named Member; and (3) a board, committee or similar entity that (a) is created solely by the Named Member's governing body, (b) is comprised only of persons appointed by the Named Member's governing body, (c) serves only the Named Member's purposes, and (d) is funded at least in part by Named Member.

The Juvenile Board is a Member, but only if the Juvenile Board serves only the Named Member's county. If the Juvenile Board serves more than one county, the Juvenile Board is a Member only if each county represented on the Juvenile Board is a Member of the Pool. The individuals serving on the Juvenile Board are Members only if they are officials or employees or volunteers of the Named Member.

Except as provided below, the district attorney is not a Member, nor is a district judge. An individual serving as criminal district attorney, county/district attorney or another statutorily-created office that is, effectively, a combination of the offices of county attorney and district attorney is a Member, but only when performing functions performed by the county attorney in a county that has a county attorney.

Under Part I, Section B.8, the district attorney whose designated jurisdiction includes the Named Member county is a Member, but only when acting in his prosecutorial or other statutory Official Capacity in the Named Member county.

PART III - LIMITS OF LIABILITY, Section D.3, Prosecutor, is amended to read as follows:

3. Prosecutor. The Limits of Liability are inclusive of a Claim against the county attorney, a district attorney, an assistant county attorney, an assistant district attorney, or other employee of the county attorney or district attorney for malicious prosecution subject to a sublimit not to exceed \$500,000 per Claim and \$1,000,000 in the Aggregate.

PART VI - CONDITIONS is amended to add:

W. REPRESENTATION BY STATE OF TEXAS

The Pool has no duty to:

- 1. Defend a Member for a Claim in which the State of Texas determines that it will defend Member, but the Pool will defend a Member if Member requests a defense from the State and the State declines to provide a defense; or
- 2. Pay or indemnify for a Claim in which the State of Texas has the responsibility to pay or indemnify, or determines to settle on behalf of the Member.

Nothing in this Coverage Document acts as a waiver of governmental or official immunity, which can only be waived by an act of the Texas Legislature.

LAW ENFORCEMENT LIABILTY

UNMANNED AIRCRAFT ENDORSEMENT

Coverage Agreement – Subject to the limits shown in the Coverage Document, coverage is extended to cover an Unmanned Aircraft, as described in this endorsement.

Part IV - Exclusions, A.1 is amended to read:

1. The ownership, operation, management, use, control, repair, maintenance, demonstration, loading or unloading, or entrustment to others of any motor vehicles of any kind, Aircraft, (except Unmanned Aircraft scheduled below), watercraft, or any motor driven equipment, and any policies, practices, customs, usages or procedures related to the above.

SCHEDULE

Description of Unmanned Aircraft						
Registration No.	Manu. Serial No.	Make and Model	Year Built			
FA3T9ALCER	08QUE3G00105P6	DJI - MAVIC PRO				
FA3PWXH4CE	0030200302787	INSTANT EYE MARK - II GEN 3 UAV				
FA3T9AN7HK	O8QUE4Q0010219	DJI - MAVIC PRO				
FA3PWXEA9M	0030200302786	INSTANT EYE MARK - II GEN 3 UAV				

- 1. Coverage is provided under this endorsement only if all of the following conditions are met:
 - A. Ownership, maintenance and use of the Unmanned Aircraft complies with all applicable laws, regulations, requirements and guidelines of the Federal Aviation Administration and any other regulatory authority, including laws, regulations, requirements and guidelines concerning obtaining and maintaining any Certificate of Waiver or Authorization or other license, permit, waiver, certificate or other authorization; registration and marking of the Unmanned Aircraft; training, certification and medical condition of the Unmanned Aircraft operator; maintaining visual line of sight by the operator; using a visual observer; approved scope, place and time of operation; maximum speed and altitude of flight; maximum weight of the Unmanned Aircraft (including everything on board); airworthiness, inspection and maintenance of the Unmanned Aircraft and any associated equipment, software or other elements including communication links and components that control or otherwise are used to maintain or operate the Unmanned Aircraft; and preflight familiarization, inspection and actions.
 - B. Maintenance and use of the Unmanned Aircraft and unmanned aircraft system is conducted within the scope of use approved in writing by the Named Member and in accordance with any requirements or guidelines established by the Named Member.
- 2. Coverage under this endorsement does not apply to claims caused by hijacking or any unlawful seizure or wrongful exercise of control of the Unmanned Aircraft (including any attempt at seizure or control) by any person, including claims arising while the Unmanned Aircraft is outside the control of the Member by reason of a hijacking, unlawful seizure or wrongful exercise of control. The Unmanned Aircraft shall be considered to have been restored to the control of the Named Member on the safe return of the Unmanned Aircraft to the Named Member at an airfield or off-airport location within the Named Member's jurisdiction that is entirely suitable for the operation of the Unmanned Aircraft (such safe return shall require that the Unmanned Aircraft be parked with engines shut down and under no duress).
- 3. The following definitions apply to this endorsement:
 - A. Federal Aviation Administration means the duly constituted authority of the United States of America having jurisdiction over governmental aircraft operations, or its duly constituted equivalent in any other country.
 - B. Unmanned Aircraft means the aircraft described in the Schedule for this endorsement.

Other terms in this endorsement that are capitalized have the same meaning as the meaning assigned to them in the Coverage Document.

MEMBER

Williamson County 710 S Main St Georgetown, TX 78626-5703

COVERAGE # EFFECTIVE EXPIRATION CAS-2460-20181001-1 10/01/2018 10/01/2019

COVERED VEHICLE

All Member owned or leased vehicles

COVERAGE PROVIDED BY

Texas Association of Counties Risk Management Pool P.O. Box 2131 Austin, Texas 78768-2131

TO REPORT A CLAIM

Mon. - Fri., 8 a.m. - 5 p.m. 800.456.5974 After business hours 855.472.5246

This vehicle meets the minimum liability insurance prescribed by the Texas Motor Vehicle Safety Responsibility Act. However, the Texas Transportation Code § 601.007 exempts a government vehicle and an officer, agent, or employee of a governmental entity driving a government vehicle on official duty from the requirements of the Act, including the duty to show evidence of liability insurance or financial responsibility.



MEMBER

Williamson County 710 S Main St Georgetown, TX 78626-5703

COVERAGE # EFFECTIVE EXPIRATION CAS-2460-20181001-1 10/01/2018 10/01/2019

COVERED VEHICLE

All Member owned or leased vehicles

COVERAGE PROVIDED BY

Texas Association of Counties Risk Management Pool P.O. Box 2131

Austin, Texas 78768-2131

TO REPORT A CLAIM

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MEMBER

Williamson County 710 S Main St Georgetown, TX 78626-5703

COVERAGE # EFFECTIVE EXPIRATION CAS-2460-20181001-1 10/01/2018 10/01/2019

COVERED VEHICLE

All Member owned or leased vehicles

COVERAGE PROVIDED BY

Texas Association of Counties Risk Management Pool P.O. Box 2131

Austin, Texas 78768-2131

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MEMBER

Williamson County 710 S Main St Georgetown, TX 78626-5703

COVERAGE # EFFECTIVE EXPIRATION CAS-2460-20181001-1 10/01/2018 10/01/2019

COVERED VEHICLE

All Member owned or leased vehicles

COVERAGE PROVIDED BY

Texas Association of Counties Risk Management Pool P.O. Box 2131

Austin, Texas 78768-2131

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This vehicle meets the minimum liability insurance prescribed by the Texas Motor Vehicle Safety Responsibility Act. However, the Texas Transportation Code § 601.007 exempts a government vehicle and an officer, agent, or employee of a governmental entity driving a government vehicle on official duty from the requirements of the Act, including the duty to show evidence of liability insurance or financial responsibility.

Auto Schedule - Renewal

Member: Williamson County

✓ Personal Injury Protection

Coverage Period: October 1, 2018 to October 1, 2019

ID#	Year	Make	Model	VIN#	Inventory	Cost New	Class Code	Auto Liability		Physical mage	POV	EQUIP	Total Contribution
					#		Code	Liability	Coll	Comp	<u> </u>	E	Contribution
221	2004	FORD	F350 CLUB	1FTWW33P64EC87355			648100	\$196					\$196
230	2012	FREIGHTLINER	M2	1FVACXBS7CHBJ9020		\$900,000	214990	\$163	\$423	\$214			\$800
498	2000	OTHER	WELLS CARGO EW222	1WC200J27Y2040601			684990	\$65					\$65
648	2012	DODGE	3500 CREW CAB	3C63D3HL6CG109376		\$25,000	014990	\$131	\$56	\$50			\$237
770	2016	FORD	EXPLORER	1FM5K8AR1GGB89153		\$30,389	014990	\$131	\$72	\$75			\$278
869	2017	FORD	EXPLROER	1FM5K8AR8HGB92939	911 Comm	\$29,296	014990	\$131	\$80	\$101			\$312
				Department: 911 Coordin	ator			Total I	Number o	f Vehicles:	6		\$1,888
189	2007	FORD	F150 CREW CAB	1FTPW12V77KC29785			014990	\$131					\$131
				Department: Adult Proba	tion			Total I	Number o	f Vehicles:	1		\$131
167	2015	FORD	TRANSIT VAN	1FTNE9ZMXFKB00623		\$22,665	648100	\$196	\$39	\$33			\$268
296	2007	CHEVROLET	G2500	1GCGG25V471128711			014990	\$131					\$131
			· ·	Department: Animal Con	trol			Total I	Number o	f Vehicles:	2		\$398
106	2015	FORD	EXPLORER	1FM5K7B85FGC27224		\$25,591	014990	\$131	\$64	\$55			\$250
107	2015	FORD	EXPLORER	1FM5K7B87FGC27225		\$25,211	014990	\$131	\$64	\$55			\$250
114	2008	FORD	ESCAPE	1FMCU02Z68KC97915			014990	\$131					\$131
119	2011	FORD	ESCAPE	1FMCU0D71BKA99357			014990	\$131					\$131
121	2014	FORD	ESCAPE	1FMCU0F74EUC00980		\$19,717	014990	\$131	\$34	\$30			\$195
122	2014	FORD	ESCAPE	1FMCU0F76EUC00981		\$19,704	014990	\$131	\$34	\$30			\$195
123	2014	FORD	ESCAPE	1FMCU0F78EUC00979		\$19,732	014990	\$131	\$34	\$30			\$195
124	2014	FORD	ESCAPE	1FMCU0F78EUC00982		\$19,705	014990	\$131	\$34	\$30			\$195
125	2014	FORD	ESCAPE	1FMCU0F7XEUC00983		\$19,707	014990	\$131	\$34	\$30			\$195
133	2002	FORD	EXPLORER	1FMZU62E62ZB03277			014990	\$131					\$131
623	2004	FORD	F150 XCAB	2FTRX17W04CA42332			014990	\$131					\$131
774	2016	FORD	F250 PICKUP TRUCK	1FT7X2A60GEB96950		\$24,745	014990	\$131	\$43	\$45			\$219
798	2016	FORD	EXPLORER	1FM5K7B82GGC60926		\$26,148	014990	\$131	\$72	\$75			\$278
850	2017	OTHER	TOP HAT MP 16X77EC	4R7BU1622HT159658			684990	\$65					\$65
103 9	2018	FORD	EXPLORER	1FM5K7B81JGC18951		\$27,180	014990	\$131	\$80	\$101			\$312

				Department: Computer / Information	ation Systems		Total	Number o	f Vehicles:	15	\$2,870
111	2014	FORD	EXPLORER	1FM5K8AR3EGB54465	\$25,877	014990	\$131	\$56	\$50		\$237
505	2010	DODGE	CHARGER	2B3AA4CTXAH161615		001303	\$131				\$131
773	2016	FORD	EXPLORER	1FM5K8AR1GGB97446	\$27,400	014990	\$131	\$72	\$75		\$278
864	2017	FORD	EXPLORER	1FM5K8AR1HGB71480	\$29,097	014990	\$131	\$80	\$101		\$312
865	2017	FORD	EXPLORER	1FM5K8AR5HGB71479	\$29,097	014990	\$131	\$80	\$101		\$312
992	2018	FORD	EXPLORER	1FM5K8AR8JGA83662	\$30,351	014990	\$131	\$80	\$101		\$312
				Department: County Attorney			Total	Number o	f Vehicles:	6	\$1,581
42	2013	FORD	TAURUS	1FAHP2M87DG188822	\$24,215	001303	\$131				\$131
511	2007	DODGE	CHARGER	2B3KA43R07H714418		001303	\$131				\$131
528	2015	DODGE	CHARGER	2C3CDXAG4FH730122	\$22,760	001303	\$131	\$39	\$33		\$202
529	2015	DODGE	CHARGER	2C3CDXAG6FH730123	\$22,760	001303	\$131	\$39	\$33		\$202
531	2014	DODGE	CHARGER	2C3CDXAT6EH190963	\$24,860	001303	\$131	\$34	\$30		\$195
791	2016	FORD	EXPLORER	1FM5K8AR6GGC26360	\$28,408	014990	\$131	\$72	\$75		\$278
				Department: District Attorney	·		Total	Number o	f Vehicles:	6	\$1,139
265	2008	CHEVROLET	G3500	1GBHG31C181227877		014990	\$131				\$131
309	2010	CHEVROLET	G1500	1GCUGAD46A1108666	\$42,000	014990	\$131				\$131
		'		Department: Elections	<u>'</u>		Total	Number o	f Vehicles:	2	\$261
14	2014	OTHER	BIG	16VAX1218E2057655		694990	\$65				\$65
494	2007	OTHER	RF6122	1W4200E2172058483		684990	\$65				\$65
676	2008	FARBER	WFF38S	5B4MPA7G273424199	\$159,190	684990	\$65	\$177	\$176		\$419
713	2013	CHEVROLET	2500 CREW CAB PICKUP TRUCK	1GC1KVCG0DF218530	\$25,537	014990	\$131	\$56	\$50		\$237
867	2017	CHEVROLET	TAHOE	1GNSKFEC5HR191745	\$64,919	014990	\$131	\$109	\$151	Х	\$390
868	2017	CHEVROLET	TAHOE	1GNSKFEC4HR194653	\$64,919	014990	\$131	\$109	\$151	Х	\$390
970	2018	OTHER	BIG TEX 4522	16VNX1626J2096002	\$3,049	684990	\$65				\$65
				Department: Emergency Manag	ement		Total	Number o	f Vehicles:	7	\$1,632
64	2014	FORD	F450 AMBULANCE	1FDUF4GT3EEB80832	\$242,400	007914	\$196	\$355	\$264		\$815
67	2013	FORD	F450 AMB	1FDUF4GT0DEA93632	\$210,600	007914	\$196	\$355	\$264		\$815
69	2013	FORD	F450 AMB	1FDUF4GT1DEA81179	\$210,600	007914	\$196	\$355	\$264		\$815
72	2013	FORD	F450 AMB	1FDUF4GT2DEB89228	\$210,600	007914	\$196	\$355	\$264		\$815
78	2014	FORD	AMBULANCE	1FDUF4GT5EEB80833	\$242,400	007914	\$196	\$355	\$264		\$815
79	2014	OTHER	AMBULANCE	1FDUF4GT5FEA77610	\$242,000	007914	\$196	\$355	\$264		\$815
84	2014	FORD	F450 AMB	1FDUF4GT7EEB80834	\$242,400	007914	\$196	\$355	\$264		\$815
85	2014		AMBULANCE	1FDUF4GT7FEA77608	\$242,400	007914	\$196	\$355	\$264		\$815
86	2012	FORD	F450 AMB	1FDUF4GT8CEA13282	\$181,150	007914	\$196	\$355	\$264		\$815
87	2012	FORD	F450 AMB	1FDUF4GT8CEA60697	\$181,150	007914	\$196	\$355	\$264		\$815
88		FORD	F450 AMBULANCE	1FDUF4GT8DEA81177	\$210,600	007914	\$196	\$355	\$264		\$815
91	2013		F450 AMBULANCE	1FDUF4GT9DEA93631	\$210,600	007914	\$196	\$355	\$264		\$815
92		OTHER	AMBULANCE	1FDUF4GT9FEA77609	\$276,000	007914	\$196	\$644	\$332		\$1,172
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ID#	Year	Make	Model	VIN#	Inventory	Cost New	Class	Auto		Physical nage	POV	Total
	. oa.	mano	illoud.	***************************************	#	333111311	Code	Liability	Coll	Comp	EQ EQ	Contribution
223	2015	FORD	PICKUP TRUCK	1FTYR1CG7FKA59566		\$26,000	014990	\$131	\$64	\$55		\$250
260	2000	CHEVROLET	G3500	1GAHG39RXY1146048			007914	\$196				\$196
315	2012	CHEVROLET	TAHOE	1GNLC2E00CR205429		\$78,000	014990	\$131				\$131
323	2012	CHEVROLET	TAHOE	1GNLC2E01CR301070		\$32,000	014990	\$131				\$131
347	2012	CHEVROLET	TAHOE	1GNLC2E04CR204834		\$78,000	014990	\$131				\$131
357	2014	CHEVROLET	TAHOE	1GNLC2E05ER194463		\$45,700	014990	\$131	\$56	\$50		\$237
374	2012	CHEVROLET	TAHOE	1GNLC2E08CR302281		\$78,000	014990	\$131	\$104	\$113		\$348
392	2011	CHEVROLET	TAHOE	1GNLC2E0XBR226111		\$25,600	014990	\$131				\$131
393	2012	CHEVROLET	TAHOE	1GNLC2E0XCR204014		\$78,000	014990	\$131	\$104	\$113		\$348
424	2010	CHEVROLET	TAHOE	1GNMCAE0XAR134056			014990	\$131				\$131
426	2015	CHEVROLET	TAHOE	1GNSK2EC2FR602489		\$52,515	014990	\$131	\$87	\$83		\$300
700	2015	FORD	F450 AMBULANCE	1FDUF4GT1FEC83345		\$276,000	007914	\$196	\$644	\$332		\$1,172
701	2015	FORD	F450 AMBULANCE	1FDUF4GT2FEC73052	540	\$276,000	007914	\$196	\$644	\$332		\$1,172
702	2015	FORD	F450 AMBULANCE	1FDUF4GT3FEC99658	540	\$276,000	007914	\$196	\$644	\$332		\$1,172
703	2015	FORD	F450 AMBULANCE	1FDUF4GT6FEC57744	540	\$276,000	007914	\$196	\$644	\$332		\$1,172
704	2015	FORD	F450 AMBULANCE	1FDUF4GT6FEC99654		\$276,000	007914	\$196	\$644	\$332		\$1,172
706	2015	FORD	F450 AMBULANCE	1FDUF4GT8FEC99655	540	\$276,000	007914	\$196	\$644	\$332		\$1,172
746	2015	FORD	F450 AMB	1FDUF4GT1FEC99657		\$106,845	007914	\$196	\$322	\$249		\$767
747	2015	FORD	F450 AMB	1FDUF4GTXFEC99656		\$106,845	007914	\$196	\$322	\$249		\$767
782	2016	CHEVROLET	MALIBU	1G11A5SA1GU130451		\$18,970	001303	\$131	\$43	\$45		\$219
783	2016	CHEVROLET	MALIBU	1G11A5SA2GU129843		\$18,970	001303	\$131	\$43	\$45		\$219
784	2016	CHEVROLET	MALIBU	1G11A5SA4GU130749		\$18,970	001303	\$131	\$43	\$45		\$219
809	2008	OTHER	MAGNUM TRAILER	1V5BA122281135630			684990	\$65				\$65
845	2016	FORD	F-450 AMBULANCE	1FDUF4GT1GEB44804		\$283,500	007914	\$196	\$724	\$453		\$1,373
846	2016	FORD	F-450 AMBULANCE	1FDUF4GTXGEA45219		\$262,358	007914	\$196	\$724	\$453		\$1,373
847	2016	FORD	F-450 AMBULANCE	1FDUF4GT4GEB56137		\$262,358	007914	\$196	\$724	\$453		\$1,373
848	2016	FORD	F-450 AMBULANCE	1FDUF4GT3GEC90959		\$262,358	007914	\$196	\$724	\$453		\$1,373
861	2017	CHEVROLET	TAHOE	1GNLCDEC9HR175571		\$39,991	014990	\$131	\$80	\$101		\$312
862	2017	CHEVROLET	TAHOE	1GNLCDEC8HR175187		\$39,991	014990	\$131	\$80	\$101		\$312
863	2017	CHEVROLET	TAHOE	1GNLCDEC6HR175088		\$39,991	014990	\$131	\$80	\$101		\$312
870	2017	FORD	EXPLORER	1FM5K8AR9HGC07710		\$25,897	014990	\$131	\$80	\$101		\$312
939	2003	OTHER	WELLS CARFO ROAD FORCE TRAILER	1W4200E1332047244		\$2,235	684990	\$65				\$65
940	1997	OTHER	WELLS CARGO TOTE WAGON	1WC200D14V2032468		\$2,375	684990	\$65				\$65
951	2017	FORD	F450 AMBULANCE	1FDUF4GT9HEB30585		\$243,918	007914	\$196	\$507	\$528	Х	\$1,231
952	2017	FORD	F450 AMBULANCE	1FDUF4GT7HEB30584		\$243,918	007914	\$196	\$507	\$528	Х	\$1,231
953	2017	FORD	F450 AMBULANCE	1FDUF4GT1HEB30581		\$243,918	007914	\$196	\$507	\$528	Х	\$1,231

ID#	Year	Make	Model	VIN#	Inventory	Cost New	Class	Auto	Auto F Dar	Physical nage	POV	EQUIP	Total
.5	, oa.	mano	cue:	VII V	#	000111011	Code	Liability	Coll	Comp	Ğ	В	Contribution
954	2017	FORD	F450 AMBULANCE	1FDUF4GT5HEB30583		\$243,918	007914	\$196	\$507	\$528		Х	\$1,231
100 2	2018	CHEVROLET	TAHOE	1GNLCDEC2JR229735		\$57,730	014990	\$131	\$109	\$151		Х	\$390
				Department: EMS				Total	Number o	f Vehicles	: 52		\$35,569
281	2009	CHEVROLET	1500 XCAB	1GCEC19019Z298301			014990	\$131					\$131
792	2016	CHEVROLET	SUBURBAN	1GNSCKEC1GR301954		\$41,611	014990	\$131	\$72	\$75			\$278
866	2017	FORD	F250	1FT7W2B65HEC34305		\$30,205	014990	\$131	\$80	\$101			\$312
				Department: Extension O	ffice			Total	Number o	f Vehicles	: 3		\$721
499	1998	OTHER	TRAILER CW202-102	1WC200J28W2035484			684990	\$65				\Box	\$65
990	2018	CHEVROLET	2500 DOUBLE CAB	1GC2CUEG3JZ138450		\$35,315	014990	\$131	\$80	\$101			\$312
100 8	2018	CHEVROLET	2500	1GC1CUEG9JF242891		\$34,593	014990	\$131	\$80	\$101		Х	\$312
				Department: Facilities &	Wireless Cor	nmunication		Total I	Number o	f Vehicles	: 3		\$689
290	2002	CHEVROLET	1500 XCAB	1GCEC19V42Z272793			214990	\$163					\$163
460	1997	INTERNATIONAL	4700 4X2	1HTSCABR8VH488370			214990	\$163					\$163
914	2010	FORD	F250	1FTNF2A51AEA90113		\$29,666	014990	\$131					\$131
				Department: Fleet Service	es			Total	Number o	f Vehicles	: 3		\$457
103	2008	FORD	F450 CLUB	1FDXW47R98EA09606			684990	\$65				\Box	\$65
140	2011	FORD	F250 CLUB	1FT7W2A65BEB90444		\$30,000	014990	\$131					\$131
220	2004	FORD	F350 CLUB	1FTWW33P44EC87354			014990	\$131					\$131
500	2003	OTHER	CW2424-102	1WC200L2832048969			684990	\$65					\$65
501	2005	OTHER	UD	1WC200R2752054417			684990	\$65					\$65
502	2011	OTHER	CVGT3627	1WC200R27B2065932			684990	\$65					\$65
649	2009	DODGE	3500 CREW CAB	3D7ML48L19G532211		\$39,222	014990	\$131					\$131
688	2012	OTHER	WORK N TOW TXWEWT817TA3	5NHUWT729CY014782		\$4,000	684990	\$65					\$65
749	2015	FORD	F-150 CREW CAB PICKUP TRUCK	1FTEW1EF1FFA75884		\$37,785	014990	\$131	\$64	\$55			\$250
750	2015	OTHER	WELLS CARGO TRAILER CVGT3627	575200R29FT298830		\$47,546	684990	\$65	\$64	\$55			\$185
938	2016	FORD	F550	1FD0W5HT0GED14881		\$60,476	014990	\$131	\$98	\$113			\$342
		'		Department: Hazmat				Total	Number o	f Vehicles	: 11		\$1,495
902	2017	FORD	EXPLORER	1FM5K7B86HGD18084		\$26,754	014990	\$131	\$80	\$101		\Box	\$312
		'		Department: Infrastructui	'e			Total	Number o	f Vehicles	: 1		\$312
13	2010	OTHER	35LS-12BK	16VAX1210A2A53273			684990	\$65					\$65
45	1997	FORD	E350	1FBJS31L4VHB61036			648100	\$196					\$196
47	2006	FORD	E350	1FBSS31L56HA58567			648100	\$196					\$196
192	2006	FORD	F150 XCAB	1FTRX12W16KC90224			014990	\$131					\$131
207	2007	FORD	F150 XCAB	1FTRX12WX7KC26443			014990	\$131					\$131
210	2009	FORD	E350	1FTSS34L89DA67184			648100	\$196					\$196

ID#	Year	Make	Model	VIN#	Inventory	Cost New	Class	Auto		Physical nage	POV	Total
15 "	rear	Marc	mode.	VIIV II	#	Cost New	Code	Liability	Coll	Comp	EQ EQ	Contribution
428	2010	CHEVROLET	EXPRESS G1500	1GNUGBD41A1138333			648200	\$261				\$261
429	2010	CHEVROLET	EXPRESS G1500	1GNUGBD49A1137673			648200	\$261				\$261
539	2011	FORD	CROWN VICTORIA	2FABP7BV2BX182445		\$30,000	001303	\$131				\$131
542	2011	FORD	CROWN VICTORIA	2FABP7BV3BX182471		\$30,000	001303	\$131				\$131
552	2011	FORD	CROWN VICTORIA	2FABP7BV5BX182472		\$30,000	001303	\$131				\$131
563	2011	FORD	CROWN VICTORIA	2FABP7BV9BX182443		\$30,000	001303	\$131				\$131
564	2011	FORD	CROWN VICTORIA	2FABP7BV9BX182460		\$30,000	001303	\$131				\$131
565	2011	FORD	CROWN VICTORIA	2FABP7BV9BX182474		\$30,000	001303	\$131				\$131
632	2014	CHEVROLET	IMPALA	2G1WA5E39E1145923		\$19,445	001303	\$131	\$34	\$30		\$195
726	2014	DODGE	GRAND CARAVAN	2C4RDGBG8ER292198	574	\$21,827	648100	\$196	\$34	\$30		\$260
727	2014	DODGE	GRAND CARAVAN	2C4RDGBGXER292199	574	\$21,827	648100	\$196	\$34	\$30		\$260
808	2017	FORD	ESCAPE	1FMCU0F76HUA25216		\$19,224	014990	\$131	\$48	\$60		\$239
887	2017	CHEVROLET	TAURUS	1FAHP2MK9HG108941		\$41,704	007911	\$261	\$161	\$151	Х	\$573
				Department: Jail				Total	Number o	f Vehicles	19	\$3,746
48	2005	FORD	E350	1FBSS31L75HA82982			648100	\$196				\$196
130	2000	FORD	E150	1FMRE1123YHA44632			014990	\$131				\$131
198	2007	FORD	F150 XCAB	1FTRX12W27NA37929			014990	\$131				\$131
237	2009	CHEVROLET	MALIBU HYBRID	1G1ZF57509F171144			001303	\$131				\$131
238	2009	CHEVROLET	MALIBU HYBRID	1G1ZF57509F186467			001303	\$131				\$131
239	2009	CHEVROLET	MALIBU HYBRID	1G1ZF57509F215062			001303	\$131				\$131
240	2009	CHEVROLET	MALIBU HYBRID	1G1ZF57539F170604			001303	\$131				\$131
241	2009	CHEVROLET	MALIBU HYBRID	1G1ZF57539F187404			001303	\$131				\$131
242	2009	CHEVROLET	MALIBU HYBRID	1G1ZF57539F188410			001303	\$131				\$131
243	2009	CHEVROLET	MALIBU HYBRID	1G1ZF57549F185547			001303	\$131				\$131
244	2009	CHEVROLET	MALIBU HYBRID	1G1ZF57549F187539			001303	\$131				\$131
245	2009	CHEVROLET	MALIBU HYBRID	1G1ZF57559F181491			001303	\$131				\$131
246	2009	CHEVROLET	MALIBU HYBRID	1G1ZF57559F189235			001303	\$131				\$131
247	2009	CHEVROLET	MALIBU HYBRID	1G1ZF57589F182022			001303	\$131				\$131
248	2009	CHEVROLET	MALIBU HYBRID	1G1ZF57599F188136			001303	\$131				\$131
249	2009	CHEVROLET	MALIBU HYBRID	1G1ZF575X9F185911			001303	\$131				\$131
250	2009	CHEVROLET	MALIBU HYBRID	1G1ZF575X9F188789			001303	\$131				\$131
257	2008	CHEVROLET	MALIBU	1G1ZS58N78F105750			001303	\$131				\$131
259	2009	CHEVROLET	EXPRESS VAN 3500	1GAHG39K991135661			648200	\$261				\$261
513	2007	DODGE	CHARGER	2B3KA43R37H714414			001303	\$131				\$131
515	2007	DODGE	CHARGER	2B3KA43R77H714416			001303	\$131				\$131
516	2007	DODGE	CHARGER	2B3KA43R97H714417			001303	\$131				\$131
660	2009	SATURN	VUE HYBRID	3GSCL93Z09S624636			001303	\$131				\$131

ID#	Year	Make	Model	VIN#	Inventory	Cost New	Class	Auto		hysical nage	POV	EQUIP	Total
					#		Code	Liability	Coll	Comp	ď	입	Contribution
674	2002	OTHER	UTILITY TRAILER	4YXBA20172H007753			684990	\$65					\$65
684	2002	OTHER	DRD-LT	5H7CS08192C004595			684990	\$65					\$65
908	2018	CHEVROLET	MALIBU	1G1ZC5STXJF102352		\$19,858	001303	\$131	\$48	\$60		Х	\$239
909	2018	CHEVROLET	MALIBU	1G1ZC5ST0JF101114		\$19,878	001303	\$131	\$48	\$60		Х	\$239
916	2008	CHEVROLET	MALIBU	1G1ZS58N48F109111		\$5,000	001303	\$131					\$131
917	2015	OTHER	LARK VT610SA	571BE1015FM007649		\$2,519	684990	\$65					\$65
948	2018	CHEVROLET	MALIBU	1G1ZC5ST5JF103926		\$20,297	001303	\$131	\$48	\$60			\$239
998	2018	CHEVROLET	MALIBU	1G1ZC5ST3JF207492		\$18,543	001303	\$131	\$48	\$60			\$239
999	2018	CHEVROLET	MALIBU	1G1ZC5ST9JF207612		\$18,552	001303	\$131	\$48	\$60			\$239
100 0	2018	CHEVROLET	MALIBU	1G1ZC5ST5JF210393		\$18,537	001303	\$131	\$48	\$60			\$239
100 1	2018	CHEVROLET	MALIBU	1G1ZC5ST7JF210606		\$18,910	001303	\$131	\$48	\$60			\$239
				Department: Juvenile De	partment			Total	Number o	f Vehicles	: 34		\$5,199
57	2012	FORD	F250 RCAB	1FDBF2A61CEB08474		\$25,000	014990	\$131					\$131
58	2015	FORD	F250 PICKUP TRUCK	1FDBF2A62FEA35300		\$25,465	014990	\$131	\$64	\$55			\$250
59	2015	FORD	F250 PICKUP TRUCK	1FDBF2A64FEA35301		\$25,453	014990	\$131	\$64	\$55			\$250
60	2015	FORD	F250 PICKUP TRUCK	1FDBF2A66FEA35302		\$25,431	014990	\$131	\$64	\$55			\$250
65	2006	FORD	F250 RCAB	1FDNF20516ED40356			014990	\$131					\$131
105	2014	FORD	EXPEDITION	1FM5K7B82EGC26465		\$25,021	014990	\$131	\$56	\$50			\$237
158	2011	FORD	F150 XCAB	1FTEX1CM8BFB05343			014990	\$131					\$131
164	2014	FORD	PICKUP TRUCK	1FTMF1CM4EKG35450		\$17,344	014990	\$131	\$34	\$30			\$195
173	2008	FORD	F250 RCAB	1FTNF20538EC99428			014990	\$131					\$131
176	2008	FORD	F250 RCAB	1FTNF20558EC99429			014990	\$131					\$131
181	2008	FORD	F250 RCAB	1FTNF205X8EA08679			014990	\$131					\$131
193	2007	FORD	F150 XCAB	1FTRX12W17FB00352			014990	\$131					\$131
206	2007	FORD	F150 XCAB	1FTRX12WX7FB00351			014990	\$131					\$131
222	2010	FORD	F350 CLUB	1FTWW3A55AEB43342		\$33,177	014990	\$131					\$131
709	2015	FORD	F150 CREW CAB PICKUP TRUCK	1FTEW1CF8FKD70085		\$25,663	014990	\$131	\$64	\$55			\$250
743	2016	FORD	F250 PICKUP TRUCK	1FDBF2A61GEA29442		\$27,090	014990	\$131	\$72	\$75			\$278
744	2016	FORD	F250 PICKUP TRUCK	1FDBF2A63GEA29443		\$27,090	014990	\$131	\$72	\$75			\$278
775	2016	FORD	TRANSIT	1FTYR1DG5GKA01536		\$26,169	648100	\$196	\$72	\$75			\$344
780	2016	FORD	TRANSIT VAN	1FTYR1DG3GKA01535		\$26,072	648100	\$196	\$72	\$75			\$344
891	2017	FORD	F250	1FDBF2A61HEB62686		\$34,611	014990	\$131	\$80	\$101		\exists	\$312
941	2000	OTHER	SHOP BUILT TRAILER	22733237114094641		\$700	684990	\$65					\$65
942	2017	FORD	F150	1FTEW1CF1HKD12418		\$27,571	014990	\$131	\$80	\$101		\exists	\$312
966		FORD	TRANSIT 150 VAN	1FTYE2CM9HKB15839		\$27,073	648100	\$196	\$80	\$101			\$377

				Department: Maintenance	е			Total	Number o	f Vehicles: 23	\$4,918
251	2007	CHEVROLET	MALIBU	1G1ZS58N07F304363			001303	\$131			\$131
252	2007	CHEVROLET	MALIBU	1G1ZS58N07F304492			001303	\$131			\$131
254	2007	CHEVROLET	MALIBU	1G1ZS58N27F304851			001303	\$131			\$131
255	2007	CHEVROLET	MALIBU	1G1ZS58N27F314151			001303	\$131			\$131
363	2014	CHEVROLET	TAHOE	1GNLC2E06ER203090		\$25,726	014990	\$131	\$56	\$50	\$237
373	2012	CHEVROLET	TAHOE	1GNLC2E08CR297082		\$40,000	014990	\$131			\$131
636	2014	CHEVROLET	IMPALA	2G1WD5E33E1153247		\$21,518	001303	\$131	\$34	\$30	\$195
637	2014	CHEVROLET	IMPALA	2G1WD5E34E1153533		\$21,140	001303	\$131	\$34	\$30	\$195
638	2010	CHEVROLET	IMPALA	2G1WD5EM3A1169726			001303	\$131			\$131
639	2010	CHEVROLET	IMPALA	2G1WD5EM8A1170273			001303	\$131			\$131
849	2016	CHEVROLET	TAHOE	1GNLCDEC1GR368229		\$43,225	014990	\$131	\$72	\$75	\$278
				Department: Mobile Outr	each			Total	Number o	f Vehicles: 11	\$1,819
299	2013	CHEVROLET	1500	1GCNCPEX7DZ383092	OSSF	\$16,718	014990	\$131	\$34	\$30	\$195
482	2006	NISSAN	FRONTIER	1N6BD06T66C408764	OSSF		014990	\$131			\$131
800	2016	CHEVROLET	SILVERADO PICKUP TRUCK	1GCNCNEH7GZ211680	OSSF	\$17,531	014990	\$131	\$43	\$45	\$219
801	2016	CHEVROLET	SILVERADO PICKUP TRUCK	1GCNCNEH0GZ210161	OSSF	\$21,031	014990	\$131	\$43	\$45	\$219
100 3	2018	CHEVROLET	1500	1GCNKNEH6JZ295811	OSSF	\$24,841	014990	\$131	\$48	\$60	\$239
				Department: OSSF				Total	Number o	f Vehicles: 5	\$1,003
3	2005	OTHER	UTILITY TRAILER	10191435000000000			684990	\$65			\$65
5	1994	OTHER	UNK	000000000TR205853			684990	\$65			\$65
6	2006	OTHER	UNK	000000000WCS00098			684990	\$65			\$65
15	2006	OTHER	120A-20	16VFX202662338488			684990	\$65			\$65
139	2011	FORD	F250 CLUB	1FT7W2A64BEB81234			014990	\$131			\$131
142	2015	FORD	PICKUP TRUCK	1FT7X2A60FEC46695	WCCF-508	\$24,040	014990	\$131	\$39	\$33	\$202
147	2015	FORD	PICKUP TRUCK	1FTBF2A65FEC46687		\$22,207	014990	\$131	\$39	\$33	\$202
168	2005	FORD	F250 RCAB	1FTNF20505ED37077			014990	\$131			\$131
491	2004	OTHER	20X83.5HD	1V5BA202441134949			684990	\$65			\$65
670	2010	OTHER	D7142	4P5D71425A1139587			684990	\$65			\$65
672	2015	OTHER	TRAILER	4R7BU1622FT142341	WCCF		684990	\$65			\$65
673	2003	OTHER	UTILITY TRAILER	4XKFS08193A002087			684990	\$65			\$65
699	2015	FORD	F 350 CREW CAB PICKUP TRUCK	1FD8W3GT6FEA88661		\$43,758	014990	\$131	\$64	\$55	\$250
779	2016	FORD	F250 PICKUP TRUCK	1FT7X2A64GEB96949		\$25,678	014990	\$131	\$72	\$75	\$278
882	2017	OTHER	TOPHAT 20XLP TRAILER	4R7BU202XHT164802		\$3,401	684990	\$65	\$16	\$20	\$102
890	2016	OTHER	WYLIE EXP1025E TRAILER	5VUTV172XGP000017		\$6,935	684990	\$65	\$43	\$45	\$154
956	2017	OTHER	LOAD TRAIL TL8320072_4558	4ZETD202XH1143229	WCCF	\$4,938	684990	\$65			\$65
000		CHEVROLET	2500 CREW CAB	1GC2KUEG9JZ150220		\$34,260	014990	\$131	\$80	\$101	\$312
969	2018	OHEVIOLE									
	2018		WYLIE EXP800S	5VUTG1426HP000032		\$37,584	684990	\$65			\$65

ID#	Year	Make	Model	VIN#	Inventory	Cost New	Class	Auto	Auto F Dar	Physical nage	POV	Total
10 #	i cai	Make	Model	VIIV #	#	Cost New	Code	Liability	Coll	Comp	로 말	Contribution
100 7	2018	FORD	F450	1FT8W4DT6JEC25976		\$52,421	014990	\$131	\$109	\$151		\$390
101 8	2017	OTHER	VERMEER CHIPPER BC700XL	1VRC101V3H1001444		\$14,159	684990	\$65				\$65
102 6	2003	OTHER	WW TRAILER	11WEC12273W271724		\$2,950	684990	\$65				\$65
				Department: Parks and R	ecreation			Total I	Number o	f Vehicles	23	\$3,109
321	2014	CHEVROLET	TAHOE	1GNLC2E00ER216000		\$30,924	007912	\$196	\$113	\$75	X	\$384
356	2014	CHEVROLET	TAHOE	1GNLC2E05ER167215		\$28,316	007912	\$196	\$113	\$75		\$384
362	2014	CHEVROLET	TAHOE	1GNLC2E06ER170415		\$29,166	007912	\$196	\$113	\$75		\$384
375	2013	CHEVROLET	TAHOE	1GNLC2E08DR251446		\$42,359	007912	\$196	\$113	\$75		\$384
410	2015	CHEVROLET	TAHOE	1GNLC2EC6FR563780		\$50,521	007912	\$196	\$174	\$125		\$494
419	2010	CHEVROLET	TAHOE	1GNMCAE01AR139470		\$29,496	007912	\$196				\$196
971	2018	CHEVROLET	TAHOE	1GNLCDECXJR179778		\$54,723	007912	\$196	\$217	\$226	X	\$640
972	2018	CHEVROLET	TAHOE	1GNLCDEC9JR181019		\$52,138	007912	\$196	\$217	\$226	X	\$640
973	2018	CHEVROLET	TAHOE	1GNLCDEC8JR179343		\$51,220	007912	\$196	\$217	\$226	X	\$640
974	2018	CHEVROLET	TAHOE	1GNLCDEC1JR182651		\$51,220	007912	\$196	\$217	\$226	X	\$640
975	2018	CHEVROLET	TAHOE	1GNLCDECXJR181630		\$51,220	007912	\$196	\$217	\$226	X	\$640
976	2018	CHEVROLET	TAHOE	1GNLCDEC0JR181555		\$53,336	007912	\$196	\$217	\$226	X	\$640
				Department: Precinct 1, 0	Constable			Total I	Number o	f Vehicles	12	\$6,063
312	2009	CHEVROLET	TAHOE	1GNEC03079R158022			007912	\$196				\$196
348	2012	CHEVROLET	TAHOE	1GNLC2E04CR288279		\$42,000	007912	\$196				\$196
350	2011	CHEVROLET	TAHOE	1GNLC2E05BR275152		\$41,000	007912	\$196				\$196
351	2011	CHEVROLET	TAHOE	1GNLC2E05BR275541		\$41,000	007912	\$196				\$196
403	2015	CHEVROLET	TAHOE	1GNLC2EC4FR253059		\$31,373	007912	\$196	\$129	\$83		\$408
404	2015	CHEVROLET	TAHOE	1GNLC2EC4FR253952		\$32,348	007912	\$196	\$129	\$83		\$408
409	2015	CHEVROLET	TAHOE	1GNLC2EC5FR251823		\$31,373	007912	\$196	\$129	\$83		\$408
421	2010	CHEVROLET	TAHOE	1GNMCAE06AR132885		\$34,383	007912	\$196				\$196
595	2005	FORD	CROWN VICTORIA	2FAFP71W65X123611			007911	\$261				\$261
658	2012	CHEVROLET	1500	3GCPCSE04CG263327		\$26,000	007912	\$196				\$196
880	2016	CHEVROLET	TAHOE	1GNLCDEC4GR345530		\$46,961	007912	\$196	\$145	\$113		\$454
881	2016	CHEVROLET	TAHOE	1GNLCDEC1GR346098		\$46,961	007912	\$196	\$145	\$113		\$454
				Department: Precinct 2, 0	Constable			Total I	Number o	f Vehicles	12	\$3,567
41	2013	FORD	TAURUS	1FAHP2M87DG116938		\$32,000	007911	\$261				\$261
112	2013	FORD	EXPLORER	1FM5K8AR8DGA18346		\$42,824	007912	\$196	\$113	\$75		\$384
325	2014	CHEVROLET	TAHOE	1GNLC2E01ER171259		\$27,919	007912	\$196	\$113	\$75		\$384
336	2014	CHEVROLET	TAHOE	1GNLC2E02ER167981		\$27,916	007912	\$196	\$113	\$75		\$384
339	2011	CHEVROLET	TAHOE	1GNLC2E03BR235068		\$25,000	007912	\$196				\$196

ID#	Year	Make	Model	VIN#	Inventory	Cost New	Class	Auto		Physical nage	POV	Total
	. oa.	mano	ineas:	***************************************	#		Code	Liability	Coll	Comp	<u> </u>	Contribution
384	2011	CHEVROLET	TAHOE	1GNLC2E09BR234460		\$25,000	007912	\$196				\$196
385	2011	CHEVROLET	TAHOE	1GNLC2E09BR235513		\$41,000	007912	\$196				\$196
400	2015	CHEVROLET	TAHOE	1GNLC2EC3FR563090		\$30,058	007912	\$196	\$129	\$83		\$408
415	2015	CHEVROLET	TAHOE	1GNLC2ECXFR563247		\$30,058	007912	\$196	\$129	\$83		\$408
425	2011	CHEVROLET	TAHOE	1GNSK2E02BR234685		\$41,000	007912	\$196				\$196
427	2015	CHEVROLET	TAHOE	1GNSK3EC8FR563803		\$31,373	007912	\$196	\$129	\$83		\$408
873	2017	CHEVROLET	TAHOE	1GNLCDEC7HR183989		\$33,920	007912	\$196	\$161	\$151		\$508
937	2013	FORD	EXPLORER	1FM5K8ARXDGB71181		\$41,459	007912	\$196	\$113	\$75		\$384
				Department: Precinct 3, 0	Constable			Total	Number o	f Vehicles	: 13	\$4,311
314	2012	CHEVROLET	TAHOE	1GNLC2E00CR169158		\$42,000	007912	\$196				\$196
345	2011	CHEVROLET	TAHOE	1GNLC2E04BR234382		\$41,000	007912	\$196				\$196
346	2011	CHEVROLET	TAHOE	1GNLC2E04BR234415		\$41,000	007912	\$196				\$196
352	2012	CHEVROLET	TAHOE	1GNLC2E05CR169110		\$42,000	007912	\$196				\$196
414	2015	CHEVROLET	TAHOE	1GNLC2EC9FR583604		\$45,670	007912	\$196	\$129	\$83		\$408
416	2015	CHEVROLET	TAHOE	1GNLC2ECXFR583756		\$46,278	007912	\$196	\$129	\$83		\$408
751	2014	CHEVROLET	TAHOE	1GNSK2E0XER168911		\$30,137	007912	\$196	\$113	\$75		\$384
793	2016	CHEVROLET	TAHOE	1GNLCDEC9GR295501		\$52,909	007912	\$196	\$196	\$170	>	\$561
794	2016	CHEVROLET	TAHOE	1GNLCDEC1GR295511		\$54,685	007912	\$196	\$196	\$170		\$561
883	2017	CHEVROLET	TAHOE	1GNLCDECXHR217732		\$49,923	007912	\$196	\$161	\$151		\$508
978	2018	CHEVROLET	TAHOE	1GNLCDEC9JR181201		\$61,440	007912	\$196	\$217	\$226	>	\$640
979	2018	CHEVROLET	TAHOE	1GNLCDECSJR182569		\$62,600	007912	\$196	\$217	\$226	>	\$640
980	2018	CHEVROLET	TAHOE	1GNLCDEC4JR181333		\$62,600	007912	\$196	\$217	\$226	>	\$640
				Department: Precinct 4, 0	Constable			Total	Number o	f Vehicles	: 13	\$5,531
96	2008	FORD	E350	1FDWE35L88DA85072	RCS 507		014990	\$131				\$131
741	2016	FORD	F250 PICKUP TRUCK	1FDBF2B64GEA16229	RCS 587	\$30,644	014990	\$131	\$72	\$75		\$278
754	2016	FORD	F250 PICKUP TRUCK	1FT7X2B66GEA72891	RCS 587	\$27,214	014990	\$131	\$72	\$75		\$278
852	2017	FORD	EXPLORER	1FM5K7D83HGA63228	RCS 507	\$32,447	014990	\$131	\$80	\$101		\$312
949	2008	OTHER	WHISPERWATT DCA-25SS1U2	7109701	RCS 507	\$13,785	684990	\$65				\$65
				Department: RCS Wireles	s Communic	cation		Total	Number o	f Vehicles	: 5	\$1,064
188	2005	FORD	F150 CREW CAB	1FTPW12535FA37463			001303	\$131				\$131
				Department: Record Man	agement			Total	Number o	f Vehicles	: 1	\$131
18	2000	DODGE	CARAVAN	1B4GP44G5YB806552			648100	\$196				\$196
19	2015	JEEP	GRAND CHEROKEE	1C4RJEAG8FC763663		\$27,345	007912	\$196	\$129	\$83		\$408
20	2015	DODGE	PICKUP TRUCK	1C4SDHFT7FC741203		\$30,266	007912	\$196	\$129	\$83		\$408
24	2009	DODGE	DAKOTA	1D7HE38K39S806868			007912	\$196				\$196
25	2009	DODGE	DAKOTA	1D7HE38K49S749063			007912	\$196				\$196
26	2009	DODGE	DAKOTA	1D7HE38K59S806869			007912	\$196				\$196

ID#	Year	Make	Model	VIN#	Inventory	Cost New	Class	Auto		Physical mage	POV	Total
					#		Code	Liability	Coll	Comp		Contribution
38	2006	FORD	TAURUS	1FAFP53U46A213978			007911	\$261				\$261
40	2013	FORD	TAURUS	1FAHP2M80DG105800		\$38,127	007911	\$261				\$261
43	2013	FORD	TAURUS	1FAHP2M88DG105799		\$38,127	007911	\$261				\$261
50	2008	FORD	E450 WALKIN VAN	1FCLE49L98DA37409			648100	\$196				\$196
56	2010	FORD	F550	1FDAF5HR2AEB36780		\$269,776	007912	\$196	\$563	\$302		\$1,061
104	2013	FORD	EXPLORER	1FM5K7B81DGA14638		\$43,000	007912	\$196	\$113	\$75	Х	\$384
108	2014	FORD	EXPLORER	1FM5K7D88EGA80845		\$25,400	007912	\$196	\$113	\$75	Х	\$384
117	2009	FORD	ESCAPE	1FMCU03G49KB19645			007912	\$196				\$196
118	2009	FORD	ESCAPE	1FMCU03G99KB19642			007912	\$196				\$196
120	2010	FORD	ESCAPE	1FMCU0DG6AKC22309			007912	\$196				\$196
161	2013	FORD	F150 XCAB	1FTFX1CF5DFB23825		\$21,035	007912	\$196	\$68	\$45		\$309
218	2007	FORD	F150 XCAB	1FTVX12557NA54701			007912	\$196				\$196
236	2012	CHEVROLET	MALIBU	1G1ZA5EU6CF261754		\$31,000	007911	\$261				\$261
263	2007	CHEVROLET	UPLANDER	1GBDV13W17D172876			007912	\$196				\$196
273	2011	CHEVROLET	2500 CREW CAB	1GC1KVCG1BF156536		\$26,000	007912	\$196				\$196
283	2007	CHEVROLET	1500 XCAB	1GCEC19047Z588013			007912	\$196				\$196
294	2002	CHEVROLET	2500 VAN	1GCFG25MX21234124			648100	\$196				\$196
300	2011	CHEVROLET	1500 XCAB	1GCRCPE00BZ287306		\$25,000	007912	\$196				\$196
302	2012	CHEVROLET	1500	1GCRCPE06CZ211154		\$26,000	007912	\$196				\$196
303	2011	CHEVROLET	1500 XCAB	1GCRCPE08BZ291670		\$25,000	007912	\$196				\$196
304	2013	CHEVROLET	1500	1GCRCPEA1DZ281414		\$40,000	007912	\$196	\$113	\$75		\$384
305	2013	CHEVROLET	1500	1GCRCPEA4DZ282699		\$40,000	007912	\$196	\$113	\$75		\$384
306	2013	CHEVROLET	1500	1GCRCPEA4DZ282816		\$40,000	007912	\$196	\$113	\$75		\$384
307	2013	CHEVROLET	1500	1GCRCPEAXDZ281413		\$40,000	007912	\$196	\$113	\$75		\$384
308	2012	CHEVROLET	1500	1GCRCREA6CZ217539		\$26,000	007912	\$196				\$196
317	2013	CHEVROLET	TAHOE	1GNLC2E00DR260576		\$50,000	007912	\$196	\$152	\$113	Х	\$461
318	2013	CHEVROLET	TAHOE	1GNLC2E00DR262361		\$50,000	007912	\$196	\$152	\$113	Х	\$461
319	2014	CHEVROLET	TAHOE	1GNLC2E00ER213534		\$37,093	007912	\$196	\$113	\$75	Х	\$384
320	2014	CHEVROLET	TAHOE	1GNLC2E00ER213758		\$32,740	007912	\$196	\$113	\$75	Х	\$384
326	2014	CHEVROLET	TAHOE	1GNLC2E01ER212179		\$37,093	007912	\$196	\$113	\$75	X	\$384
327	2014	CHEVROLET	TAHOE	1GNLC2E01ER212201		\$31,452	007912	\$196	\$113	\$75	X	\$384
328	2014	CHEVROLET	TAHOE	1GNLC2E01ER212795		\$39,093	007912	\$196	\$113	\$75	X	\$384
329	2014	CHEVROLET	TAHOE	1GNLC2E01ER213834		\$37,093	007912	\$196	\$113	\$75	X	\$384
330	2014	CHEVROLET	TAHOE	1GNLC2E01ER215776		\$37,093	007912	\$196	\$113	\$75	X	\$384
333	2013	CHEVROLET	TAHOE	1GNLC2E02DR262314		\$50,000	007912	\$196	\$152	\$113	X	\$461
334	2013	CHEVROLET	TAHOE	1GNLC2E02DR262345		\$50,000	007912	\$196	\$152	\$113	X	\$461
335	2014	CHEVROLET	TAHOE	1GNLC2E02ER148489		\$45,620	007912	\$196	\$113	\$75	Х	\$384

ID#	Year	Make	Model	VIN#	Inventory	Cost New	Class	Auto		Physical nage	POV	Total
					#		Code	Liability	Coll	Comp	g G	Contribution
337	2014	CHEVROLET	TAHOE	1GNLC2E02ER210716		\$37,093	007912	\$196	\$113	\$75	Х	\$384
338	2014	CHEVROLET	TAHOE	1GNLC2E02ER213566		\$37,093	007912	\$196	\$113	\$75	X	\$384
342	2013	CHEVROLET	TAHOE	1GNLC2E03DR261611		\$50,000	007912	\$196	\$152	\$113	X	\$461
343	2014	CHEVROLET	TAHOE	1GNLC2E03ER213611		\$37,093	007912	\$196	\$113	\$75	Х	\$384
344	2014	CHEVROLET	TAHOE	1GNLC2E03ER214354		\$37,093	007912	\$196	\$113	\$75	Х	\$384
349	2013	CHEVROLET	TAHOE	1GNLC2E04DR259558		\$50,000	007912	\$196	\$152	\$113		\$461
353	2013	CHEVROLET	TAHOE	1GNLC2E05DR260315		\$50,000	007912	\$196	\$152	\$113	Х	\$461
354	2013	CHEVROLET	TAHOE	1GNLC2E05DR260332		\$50,000	007912	\$196	\$152	\$113	Х	\$461
355	2013	CHEVROLET	TAHOE	1GNLC2E05DR261318		\$50,000	007912	\$196	\$152	\$113	Х	\$461
358	2014	CHEVROLET	TAHOE	1GNLC2E05ER210788		\$37,093	007912	\$196	\$113	\$75	Х	\$384
359	2014	CHEVROLET	TAHOE	1GNLC2E05ER213528		\$37,093	007912	\$196	\$113	\$75	Х	\$384
360	2012	CHEVROLET	TAHOE	1GNLC2E06CR238564		\$42,000	007912	\$196				\$196
361	2013	CHEVROLET	TAHOE	1GNLC2E06DR261330		\$50,000	007912	\$196	\$152	\$113	Х	\$461
364	2014	CHEVROLET	TAHOE	1GNLC2E06ER212159		\$37,093	007912	\$196	\$113	\$75	Х	\$384
365	2014	CHEVROLET	TAHOE	1GNLC2E06ER215949		\$37,093	007912	\$196	\$113	\$75	Х	\$384
366	2014	CHEVROLET	TAHOE	1GNLC2E06ER216096		\$32,375	007912	\$196	\$113	\$75	Х	\$384
367	2014	CHEVROLET	TAHOE	1GNLC2E07ER210629		\$37,093	007912	\$196	\$113	\$75	Х	\$384
368	2014	CHEVROLET	TAHOE	1GNLC2E07ER212221		\$37,093	007912	\$196	\$113	\$75	Х	\$384
369	2014	CHEVROLET	TAHOE	1GNLC2E07ER214096		\$37,093	007912	\$196	\$113	\$75	Х	\$384
370	2014	CHEVROLET	TAHOE	1GNLC2E07ER214955		\$37,284	007912	\$196	\$113	\$75	Х	\$384
376	2013	CHEVROLET	TAHOE	1GNLC2E08DR261538		\$50,000	007912	\$196	\$152	\$113	Х	\$461
377	2013	CHEVROLET	TAHOE	1GNLC2E08DR262351		\$50,000	007912	\$196	\$152	\$113	Х	\$461
378	2013	CHEVROLET	TAHOE	1GNLC2E08DR262690		\$50,000	007912	\$196	\$152	\$113	Х	\$461
380	2014	CHEVROLET	TAHOE	1GNLC2E08ER210834		\$37,093	007912	\$196	\$113	\$75	Х	\$384
382	2014	CHEVROLET	TAHOE	1GNLC2E08ER214771		\$37,093	007912	\$196	\$113	\$75	Х	\$384
383	2014	CHEVROLET	TAHOE	1GNLC2E08ER214964		\$50,000	007912	\$196	\$152	\$113	Х	\$461
387	2014	CHEVROLET	TAHOE	1GNLC2E09ER210860		\$37,093	007912	\$196	\$113	\$75	X	\$384
388	2014	CHEVROLET	TAHOE	1GNLC2E09ER214343		\$30,924	007912	\$196	\$113	\$75	Х	\$384
389	2014	CHEVROLET	TAHOE	1GNLC2E09ER214410		\$32,131	007912	\$196	\$113	\$75	Х	\$384
390	2014	CHEVROLET	TAHOE	1GNLC2E09ER215931		\$37,093	007912	\$196	\$113	\$75	Х	\$384
395	2014	CHEVROLET	TAHOE	1GNLC2E0XER210642		\$37,093	007912	\$196	\$113	\$75	Х	\$384
397	2014	CHEVROLET	TAHOE	1GNLC2E0XER214738		\$31,052	007912	\$196	\$113	\$75	Х	\$384
398	2015	CHEVROLET	TAHOE	1GNLC2EC0FR625349	1218167	\$42,662	007912	\$196	\$129	\$83	Х	\$408
399	2015	CHEVROLET	TAHOE	1GNLC2EC1FR624940	1218195	\$42,662	007912	\$196	\$129	\$83	Х	\$408
401	2015	CHEVROLET	TAHOE	1GNLC2EC3FR623398	1218196	\$42,662	007912	\$196	\$129	\$83	Х	\$408
402	2015	CHEVROLET	TAHOE	1GNLC2EC3FR626379		\$37,489	007912	\$196	\$129	\$83	Х	\$408
405	2015	CHEVROLET	TAHOE	1GNLC2EC4FR546458	1218288	\$36,800	007912	\$196	\$129	\$83	X	\$408

ID#	Year	Make	Model	VIN#	Inventory	Cost New	Class	Auto		hysical nage	POV	EQUIP	Total
					#		Code	Liability	Coll	Comp	 	ا <u>ب</u>	Contribution
406	2015	CHEVROLET	TAHOE	1GNLC2EC4FR623569	FZW0138	\$37,489	007912	\$196	\$129	\$83		X	\$408
407	2015	CHEVROLET	TAHOE	1GNLC2EC4FR623586	1218291	\$42,662	007912	\$196	\$129	\$83		X	\$408
408	2015	CHEVROLET	TAHOE	1GNLC2EC4FR627041	FZW0139	\$37,419	007912	\$196	\$129	\$83		X	\$408
411	2015	CHEVROLET	TAHOE	1GNLC2EC6FR626358	1218168	\$42,662	007912	\$196	\$129	\$83		X	\$408
412	2015	CHEVROLET	TAHOE	1GNLC2EC7FR624909	1218290	\$42,662	007912	\$196	\$129	\$83		X	\$408
413	2015	CHEVROLET	TAHOE	1GNLC2EC7FR627941	1218289	\$42,662	007912	\$196	\$129	\$83		X	\$408
417	2015	CHEVROLET	TAHOE	1GNLC2ECXFR623818	1218166	\$42,662	007912	\$196	\$129	\$83		X	\$408
430	2015	OTHER	MOTORCYCLE	1HD1FMM13FB626067		\$20,046	007942	\$65	\$39	\$33		X	\$137
433	2015	HARLEY DAVIDSON	FLHTP MOTORCYCLE	1HD1FMM17FB626119		\$23,587	007942	\$65	\$39	\$33			\$137
434	2015	OTHER	MOTORCYCLE	1HD1FMM17FB628257		\$20,046	007942	\$65	\$39	\$33		X	\$137
437	2015	OTHER	MOTORCYCLE	1HD1FMM19FB626185		\$20,046	007942	\$65	\$39	\$33		X	\$137
496	1994	OTHER	TW141M	1WC200F13R2024008			684990	\$65					\$65
503	2006	FORD	MUSTANG	1ZVFT80N965172953			007911	\$261					\$261
506	2007	DODGE	CHARGER	2B3KA43G27H714581			007911	\$261					\$261
509	2007	DODGE	CHARGER	2B3KA43G67H714583			007911	\$261					\$261
510	2008	DODGE	CHARGER	2B3KA43G68H199201			007911	\$261					\$261
518	2009	DODGE	CHARGER	2B3KA43V19H578445			007911	\$261					\$261
521	2009	DODGE	CHARGER	2B3KA43V49H578441			007911	\$261					\$261
523	2009	DODGE	CHARGER	2B3KA43V89H578443			007911	\$261					\$261
524	2009	DODGE	CHARGER	2B3KA43VX9H578444			007911	\$261					\$261
527	2008	DODGE	CHARGER	2B3LA43H18H185851			007911	\$261					\$261
537	2011	FORD	CROWN VICTORIA	2FABP7BV2BX107857		\$30,000	007911	\$261					\$261
538	2011	FORD	CROWN VICTORIA	2FABP7BV2BX137666		\$30,000	007911	\$261					\$261
545	2011	FORD	CROWN VICTORIA	2FABP7BV4BX182446		\$30,000	007911	\$261					\$261
546	2011	FORD	CROWN VICTORIA	2FABP7BV4BX182480		\$30,000	007911	\$261					\$261
558	2011	FORD	CROWN VICTORIA	2FABP7BV7BX182442		\$30,000	007911	\$261					\$261
559	2011	FORD	CROWN VICTORIA	2FABP7BV8BX137669		\$30,000	007911	\$261					\$261
597	2007	FORD	CROWN VICTORIA	2FAFP71W67X105533			007911	\$261					\$261
627	2014	CHEVROLET	IMPALA	2G1WA5E30E1145521		\$19,445	007911	\$261	\$68	\$45		X	\$374
628	2014	CHEVROLET	IMPALA	2G1WA5E31E1145785		\$19,445	007911	\$261	\$68	\$45		X	\$374
629	2015	CHEVROLET	IMPALA	2G1WA5E32F1129919		\$18,207	007911	\$261	\$77	\$50		X	\$388
630	2014	CHEVROLET	IMPALA	2G1WA5E35E1144543		\$19,445	007911	\$261	\$68	\$45		X	\$374
631	2014	CHEVROLET	IMPALA	2G1WA5E38E1145704		\$19,445	007911	\$261	\$68	\$45		X	\$374
633	2014	CHEVROLET	IMPALA	2G1WA5E3XE1145915		\$19,445	007911	\$261	\$68	\$45		X	\$374
641	2004	CHEVROLET	IMPALA	2G1WF52K849307456			007911	\$261					\$261
644	2013	CHEVROLET	IMPALA	2G1WF5E31D1216824		\$40,000	007911	\$261					\$261

ID#	Year	Make	Model	VIN#	Inventory	Cost New	Class	Auto		Physical nage	POV	Total
	. oa.	mano	model	VIIV.	#	Joseph Market	Code	Liability	Coll	Comp		Contribution
645	2006	CHEVROLET	IMPALA	2G1WS551869420454			007911	\$261				\$261
654	2011	CHEVROLET	1500	3GCPCPE00BG210975		\$25,000	007912	\$196				\$196
655	2011	CHEVROLET	1500	3GCPCPE08BG265626			007912	\$196				\$196
656	2011	CHEVROLET	1500	3GCPCPE09BG210201		\$25,000	007912	\$196				\$196
657	2012	CHEVROLET	1500	3GCPCSE01CG218507		\$26,000	007912	\$196				\$196
661	2001	PACE AMERICAN	WS612SHD	47ZFB12171X015575			684990	\$65				\$65
662	2003	OTHER	BRUSH BUSTER	49TSG162831061439			684990	\$65				\$65
663	2002	OTHER	TRAILER	4D6EB12142C004123			684990	\$65				\$65
664	2004	OTHER	TRAILER	4D6EB12144C006571			684990	\$65				\$65
689	2007	TOYOTA	AVALON	5TEKU72N07Z387867			007911	\$261				\$261
691	2012	OTHER	CHEYENNE CLASSIC	5VNBU1228CT101222		\$4,000	684990	\$65				\$65
695	2008	TOYOTA	HIGHLANDER	JTEDS42A482065485			007912	\$196				\$196
707	2015	FORD	EXPLORER	1FM5K7B83FGB75415		\$24,675	007912	\$196	\$77	\$50	X	\$323
708	2009	FORD	SPORT TRAC	1FMEU33E19UA20049			007912	\$196				\$196
714	2014	CHEVROLET	TAHOE	1GNLC2E00ER210164		\$37,093	007912	\$196	\$113	\$75	X	\$384
715	2014	CHEVROLET	TAHOE	1GNLC2E02ER216533		\$37,093	007912	\$196	\$113	\$75	X	\$384
716	2014	CHEVROLET	TAHOE	1GNLC2E06ER210671		\$37,093	007912	\$196	\$113	\$75	X	\$384
717	2014	CHEVROLET	TAHOE	1GNLC2E09ER213516		\$37,093	007912	\$196	\$113	\$75	X	\$384
718	2015	CHEVROLET	TAHOE	1GNLC2EC7FR623727		\$37,419	007912	\$196	\$129	\$83	X	\$408
719	2015	CHEVROLET	TAHOE	1GNLC2EC7FR627910		\$42,662	007912	\$196	\$129	\$83	X	\$408
720	2015	CHEVROLET	TAHOE	1GNLC2EC9FR624961		\$37,419	007912	\$196	\$129	\$83	X	\$408
721	2015	CHEVROLET	TAHOE	1GNLC2ECXFR623740		\$42,662	007912	\$196	\$129	\$83	X	\$408
724	2015	DODGE	CHARGERS	2C3CDXAT9FH748404		\$24,850	007911	\$261	\$77	\$50		\$388
731	2008	HONDA	RIDGELINE	2HJYK16278H539018			007912	\$196				\$196
732	2015	DODGE	1500 PICKUP TRUC	3C6RR6KT3FG584820		\$23,990	007912	\$196	\$77	\$50		\$323
733	2015	DODGE	1500 PICKUP TRUCK	3C6RR6KT7FG584819		\$21,590	007912	\$196	\$77	\$50	X	\$323
737	2015	CHEVROLET	TAHOE	1GNLC2EC2FR626616		\$42,650	007912	\$196	\$129	\$83	X	\$408
738	2015	CHEVROLET	TAHOE	1GNLC2EC7FR623419		\$37,260	007912	\$196	\$129	\$83	X	\$408
739	2015	CHEVROLET	TAHOE	1GNLC2EC3FR626642		\$43,316	007912	\$196	\$129	\$83	X	\$408
740	2015	CHEVROLET	1500 PICKUP TRUCK	3GCPCPEC0FG345745		\$27,858	007912	\$196	\$129	\$83	X	\$408
745	2016	CHEVROLET	2500 PICKUP TRUCK	1GC1KUEG4FF616527		\$36,813	007912	\$196	\$145	\$113	X	\$454
752	2014	CHEVROLET	LARK TRAILER	571BE2026EM003302		\$5,536	684990	\$65				\$65
787	2015	JEEP	CHEROKEE	1C4RJEAG7FC231224		\$27,930	007912	\$196	\$129	\$83	Х	\$408
795	2016	CHEVROLET	TAHOE	1GNLCDEC5GR337730		\$33,322	007912	\$196	\$145	\$113	Х	\$454
796	2016	DODGE	RAM 1500 PICKUP TRUCK	1C6RR6FT4GS293036		\$21,293	007912	\$196	\$87	\$68		\$351
797	2016	DODGE	RAM 1500 PICKUP TRUCK	1C6RR7XT7GS291690		\$29,851	007912	\$196	\$145	\$113		\$454
802	2016	CHEVROLET	IMPALA	2G1WD5E30G1159090		\$18,856	007911	\$261	\$87	\$68	X	\$416

ID#	Year	Make	Model	VIN#	Inventory	Cost New	Class	Auto	Auto Physica Damage		Pov	EQUIP	Total
					#		Code	Liability	Coll	Comp	٩	<u>업</u>	Contribution
803	2016	CHEVROLET	TAHOE	1GNLCDEC6GR301898		\$33,095	007912	\$196	\$145	\$113		Х	\$454
804	2016	CHEVROLET	TAHOE	1GNLCDEC2GR307259		\$33,095	007912	\$196	\$145	\$113		Х	\$454
805	2016	CHEVROLET	TAHOE	1GNLCDEC1GR307530		\$33,095	007912	\$196	\$145	\$113		Х	\$454
806	2016	CHEVROLET	TAHOE	1GNLCDEC2GR304491		\$33,095	007912	\$196	\$145	\$113		Х	\$454
807	2016	CHEVROLET	TAHOE	1GNLCDEC0GR303632		\$33,095	007912	\$196	\$145	\$113		Х	\$454
810	2016	CHEVROLET	TAHOE	1GNLCDEC6GR304896		\$33,095	007912	\$196	\$145	\$113		Х	\$454
811	2016	CHEVROLET	TAHOE	1GNLCDEC1GR302926		\$33,095	007912	\$196	\$145	\$113		Х	\$454
812	2016	CHEVROLET	TAHOE	1GNLCDEC0GR306711		\$33,095	007912	\$196	\$145	\$113		Х	\$454
813	2016	CHEVROLET	TAHOE	1GNLCDEC4GR302953		\$44,890	007912	\$196	\$145	\$113		Х	\$454
814	2016	CHEVROLET	TAHOE	1GNLCDEC0GR302416		\$33,095	007912	\$196	\$145	\$113		Х	\$454
816	2016	HARLEY DAVIDSON	MOTOR CYCLE	1HD1FMM19GB656482		\$19,518	007942	\$65	\$43	\$45		Х	\$154
817	2016	HARLEY DAVIDSON	MOTORCYCLE	1HD1FMM1XGB656040		\$19,518	007942	\$65	\$43	\$45		Х	\$154
818	2016	HARLEY DAVIDSON	MOTORCYCLE	1HD1FMM14GB656082		\$19,518	007942	\$65	\$43	\$45		Х	\$154
819	2016	CHEVROLET	TAHOE	1GNLCDEC5GR306302		\$33,095	007912	\$196	\$145	\$113		Х	\$454
820	2016	CHEVROLET	TAHOE	1GNLCDECXGR306005		\$33,095	007912	\$196	\$145	\$113		Х	\$454
821	2016	CHEVROLET	TAHOE	1GNLCDEC4GR304301		\$33,095	007912	\$196	\$145	\$113		Х	\$454
822	2016	CHEVROLET	TAHOE	1GNLCDEC9GR305203		\$33,095	007912	\$196	\$145	\$113		Х	\$454
823	2016	CHEVROLET	TAHOE	1GNLCDEC3GR303818		\$33,095	007912	\$196	\$145	\$113		Х	\$454
824	2016	CHEVROLET	TAHOE	1GNLCDEC1GR306734		\$33,095	007912	\$196	\$145	\$113		Х	\$454
825	2016	CHEVROLET	TAHOE	1GNLCDEC0GR308216		\$33,095	007912	\$196	\$145	\$113		Х	\$454
826	2016	CHEVROLET	TAHOE	1GNLCDEC9GR419184		\$39,685	007912	\$196	\$145	\$113		Х	\$454
827	2016	CHEVROLET	TAHOE	1GNLCDEC1GR301825		\$33,095	007912	\$196	\$145	\$113		Х	\$454
828	2016	CHEVROLET	TAHOE	1GNLCDEC6GR306602		\$33,095	007912	\$196	\$145	\$113		Х	\$454
829	2016	CHEVROLET	TAHOE	1GNLCDEC9GR306397		\$33,095	007912	\$196	\$145	\$113		Х	\$454
839	2000	OTHER	BRAGG TRAILER	TR198629			684990	\$65					\$65
841	2016	CHEVROLET	TAHOE	1GNLCDEC3GR303026		\$33,095	007912	\$196	\$145	\$113		Х	\$454
842	2017	FORD	EXPLORER	1FM5K8AR4HGA44254		\$39,643	007912	\$196	\$161	\$151		Х	\$508
843	2016	CHEVROLET	SILVERADO	1GCRCNECXGZ36948		\$26,213	007912	\$196	\$145	\$113			\$454
844	2016	FORD	EXPLORER	1FM5K8AR7GGC61540		\$29,265	007912	\$196	\$145	\$113		Х	\$454
855	2017	OTHER	CONTINENTAL TRAILER	5NHUVH627HY027894		\$5,811	684990	\$65	\$48	\$60			\$174
857	2017	FORD	F250 PICKUP TRUCK	1FT7W2B65HEB19526		\$36,872	007912	\$196	\$161	\$151		Х	\$508
858	2016	CHEVROLET	SILVERADO 1500	3GCPCNEC9GG22536 6		\$27,929	007912	\$196	\$145	\$113			\$454
859	2017	CHEVROLET	TAHOE	1GNLCDEC2HR192177		\$30,870	007912	\$196	\$161	\$151		Х	\$508

ID#	Year	Make	Model	VIN#	Inventory	Cost New	Class	Auto	Auto Physical Damage		POV	Total
					#		Code	Liability	Coll	Comp	<u> </u> [Contribution
871	2017	CHEVROLET	1500 TRUCK	3GCPCNEC4HG274024		\$27,210	007912	\$196	\$161	\$151		\$508
884	2017	FORD	TAURUS	1FAHP2MK7HG108940		\$41,704	007911	\$261	\$161	\$151	>	\$573
885	2017	CHEVROLET	TAHOE	1GNLCDEC7HR225352		\$51,548	007912	\$196	\$217	\$226	>	\$640
886	2017	CHEVROLET	TAHOE	1GNLCDEC1HR228313		\$51,548	007912	\$196	\$217	\$226	>	\$640
895	2017	CHEVROLET	TAHOE	1GNLCDEC7HR229790		\$55,788	007912	\$196	\$217	\$226	>	\$640
896	2017	CHEVROLET	TAHOE	1GNLCDEC7HR230535		\$55,788	007912	\$196	\$217	\$226	>	\$640
897	2017	CHEVROLET	TAHOE	1GNLCDEC9HR235266		\$55,788	007912	\$196	\$217	\$226	>	\$640
898	2017	CHEVROLET	TAHOE	1GNLCDEC3HR233982		\$55,788	007912	\$196	\$217	\$226	>	\$640
899	2017	CHEVROLET	TAHOE	1GNLCDECXHR236569		\$55,788	007912	\$196	\$217	\$226	>	\$640
900	2017	CHEVROLET	TAHOE	1GNLCDEC5HR231358		\$55,788	007912	\$196	\$217	\$226	>	\$640
901	2017	CHEVROLET	TAHOE	1GNLCDEC7HR301572		\$41,888	007912	\$196	\$161	\$151	>	\$508
904	2017	CHEVROLET	TAHOE	1GNLCDEC3HR227082		\$55,667	007912	\$196	\$217	\$226	>	\$640
905	2017	CHEVROLET	TAHOE	1GNLCDEC8HR231824		\$55,667	007912	\$196	\$217	\$226	>	\$640
906	2017	CHEVROLET	TAHOE	1GNLCDEC7HR227117		\$55,667	007912	\$196	\$217	\$226	>	\$640
907	2017	CHEVROLET	TAHOE	1GNLCDEC1HR236749		\$55,667	007912	\$196	\$217	\$226	>	\$640
910	2017	CHEVROLET	TAHOE	1GNLCDEC9HR226146		\$55,667	007912	\$196	\$217	\$226	>	\$640
911	2017	CHEVROLET	TAHOE	1GNLCDEC2HR231348		\$55,667	007912	\$196	\$217	\$226	>	\$640
912	2017	CHEVROLET	TAHOE	1GNLCDECXHR234580		\$55,667	007912	\$196	\$217	\$226	>	\$640
913	2017	CHEVROLET	TAHOE	1GNLCDEC8HR227238		\$55,667	007912	\$196	\$217	\$226	>	\$640
918	2017	CATERPILLAR	IMPALA	2G11Z5S30H9130384		\$38,659	007911	\$261	\$161	\$151	>	\$573
919	2006	FORD	F250	1FTSX21536ED10245		\$28,075	007912	\$196				\$196
920	2016	CHEVROLET	TAHOE	1GNLCDEC0GR303615		\$43,095	007912	\$196	\$145	\$113	>	\$454
921	2016	CHEVROLET	TAHOE	1GNLCDEC8GR303765		\$43,095	007912	\$196	\$145	\$113	>	\$454
922	2016	CHEVROLET	TAHOE	1GNLCDEC2GR301994		\$43,095	007912	\$196	\$145	\$113	>	\$454
923	2016	CHEVROLET	TAHOE	1GNLCDEC9GR301295		\$43,095	007912	\$196	\$145	\$113	>	\$454
924	2016	DODGE	DURANGO	1C4SDJFT7GC323684		\$39,186	007912	\$196	\$145	\$113		\$454
925	2016	DODGE	RAM	1C6RR6FT6GS293037		\$30,848	007912	\$196	\$145	\$113		\$454
926	2016	DODGE	DURANGO	1C4RDHFG5GC369881		\$39,186	007912	\$196	\$145	\$113		\$454
927	2017	CHEVROLET	TAHOE	1GNLCDEC9HR229015		\$55,788	007912	\$196	\$217	\$226	>	\$640
928	2017	CHEVROLET	TAHOE	1GNLCDEC9HR225997		\$55,788	007912	\$196	\$217	\$226	>	\$640
929	2017	CHEVROLET	TAHOE	1GNLCDEC7HR235881		\$55,788	007912	\$196	\$217	\$226	>	\$640
930	2017	CHEVROLET	TAHOE	1GNLCDEC8HR233959		\$55,788	007912	\$196	\$217	\$226	>	\$640
931	2017	CHEVROLET	TAHOE	1GNLCDEC6HR235869		\$55,788	007912	\$196	\$217	\$226	>	\$640
932	2017	CHEVROLET	TAHOE	1GNLCDEC3HR233710		\$55,788	007912	\$196	\$217	\$226	>	\$640
933	2017	CHEVROLET	TAHOE	1GNLCDEC7HR233029		\$55,788	007912	\$196	\$217	\$226	>	\$640
934	2017	CHEVROLET	TAHOE	1GNLCDEC2HR233195		\$55,788	007912	\$196	\$217	\$226	>	\$640
935	2017	CHEVROLET	TAHOE	1GNLCDEC7HR266046		\$55,788	007912	\$196	\$217	\$226	>	\$640

ID#	Year	Make	Model	VIN#	Inventory	Cost New	Class	Auto		Physical nage	POV	х х х х х х х х х	JUIP	UIP	SUIP	AID:	Total
					#		Code	Liability	Coll	Comp	<u> </u>	<u> </u>	Contribution				
936	2017	CHEVROLET	TAHOE	1GNLCDECXHR225409		\$55,788	007912	\$196	\$217	\$226		Х	\$640				
950	2017	OTHER	WANCO WSDT3-S	5F15S0919H1001874		\$42,840	684990	\$65	\$80	\$101			\$246				
955	2013	NISSAN	X-TRAIL	JN1AT18T3DW102639		\$14,653	007912	\$196	\$68	\$45			\$309				
958	2017	DODGE	CHARGER	2C3CDXAT2HH650737		\$28,420	007911	\$261	\$161	\$151		Х	\$573				
959	2017	DODGE	CHARGER	2C3CDXAT0HH650736		\$28,420	007911	\$261	\$161	\$151		Х	\$573				
981	2018	CHEVROLET	TAHOE	1GNLCDEC7JR214891		\$42,760	007912	\$196	\$161	\$151		Х	\$508				
982	2018	CHEVROLET	TAHOE	1GC1KUEG5JF170249		\$43,570	007912	\$196	\$161	\$151		Х	\$508				
983	2018	CHEVROLET	TAHOE	1GNLCDEC0JR213758		\$42,760	007912	\$196	\$161	\$151		Х	\$508				
991	2018	CHEVROLET	EXP 3500 VAN	1GCZGGFG5J1188817		\$30,810	007912	\$196	\$161	\$151			\$508				
994	2018	CHEVROLET	EXP 3500 VAN	1GCZGGFG7J1190228		\$31,010	007912	\$196	\$161	\$151			\$508				
996	2018	OTHER	TOPHAT MP16X77EC TRAILER	4R7BU1627JT173710		\$2,425	684990	\$65					\$65				
101 1	2018	DODGE	CHARGER	2C3CDXAT1JH221367		\$46,220	007911	\$261	\$161	\$151		Х	\$573				
101 2	2018	DODGE	CHARGER	2C3CDXAT6JH221364		\$46,156	007911	\$261	\$161	\$151		Х	\$573				
101 3	2018	CHEVROLET	SILVERADO 2500	1GC1KUEGXJF261078		\$42,385	007912	\$196	\$161	\$151		Х	\$508				
101 4	2018	DODGE	CHARGER	2C3CDXATXJH221366		\$46,220	007911	\$261	\$161	\$151		Х	\$573				
101 5	2018	DODGE	CHARGER	2C3CDXAT1JH221370		\$46,220	007911	\$261	\$161	\$151		Х	\$573				
101 6	2018	CHEVROLET	SILVERADO 2500	2C3CDXAT8JH221365		\$46,220	007912	\$196	\$161	\$151		Х	\$508				
102 4	2018	DODGE	CHARGER	2C3CDXAT5JH221369		\$46,220	007911	\$261	\$161	\$151		Х	\$573				
102 5	2016	DODGE	RAM 1500	1C6RR6FT8GS293038		\$21,293	007912	\$196	\$87	\$68		Х	\$351				
104	2018	CHEVROLET	TAHOE	1GNLCDEC3JR252652		\$62,753	007912	\$196	\$217	\$226		Х	\$640				
104	2018	DODGE	CHARGER	2C3CDXAT4JH221363		\$46,220	007911	\$261	\$161	\$151		Х	\$573				
104 2	2018	DODGE	CHARGER	2C3CDXAT0JH221361		\$46,220	007911	\$261	\$161	\$151		Х	\$573				
104 3	2018	CHEVROLET	TAHOE	1GNLCDECXJR253524		\$61,069	007912	\$196	\$217	\$226		Х	\$640				
104 4	2018	CHEVROLET	TAHOE	1GNLCDEC0JR251913		\$61,070	007912	\$196	\$217	\$226		Х	\$640				
104 5	2018	CHEVROLET	TAHOE	1GNLCDEC0JR253533		\$61,070	007912	\$196	\$217	\$226		Х	\$640				
104 6	2018	CHEVROLET	TAHOE	1GNLCDECXJR251885		\$61,070	007912	\$196	\$217	\$226		Х	\$640				
104	2018	CHEVROLET	TAHOE	1GNLCDEC5JR251535		\$61,070	007912	\$196	\$217	\$226		Х	\$640				

ID#	Year	Make	Model	VIN#	Inventory	Cost New	Class	Auto		hysical nage	POV	EQUIP	Total
10 m	rear	make	Model	VIII #	#	Cost New	Code	Liability	Coll	Comp	P	EQ	Contribution
7													<u>, </u>
104	2018	CHEVROLET	TAHOE	1GNLCDEC4JR253311		\$61,070	007912	\$196	\$217	\$226		Х	\$640
104 9	2018	DODGE	CHARGER	2C3CDXAT2JH221362		\$48,745	007911	\$261	\$161	\$151		Х	\$573
105 0	2018	DODGE	CHARGER	2C3CDXAT9JH221360		\$48,745	007911	\$261	\$161	\$151		Х	\$573
105 1	2018	CHEVROLET	TAHOE	1GNLCDEC4JR251980		\$61,069	007912	\$196	\$217	\$226		X	\$640
105 2	2018	CHEVROLET	TAHOE	1GNLCDEC9JR253952		\$61,069	007912	\$196	\$217	\$226		Х	\$640
				Department: Sheriff				Total	Number of	f Vehicles:	25	5	\$102,402
9	2013	OTHER	20XPT	112H8V345DL078126		\$21,922	684990	\$65					\$65
11	2012	OTHER	LA7712	13ZLA1224C1001787			684990	\$65					\$65
17	2001	OTHER	NURSE TANK	1A9TS14251K347018			214990	\$163					\$163
21	2010	OTHER	230 DHR	1C92M152XAM119160			684990	\$65					\$65
33	2003	OTHER	PRTN55ETD3-PS	1E92824473E111081			684990	\$65					\$65
34	1997	OTHER	UTILITY TRAILER	1E9FU1622UE162010			684990	\$65					\$65
49	2014	FORD	E350	1FBSS3BL1EDA71563		\$26,179	014990	\$131	\$56	\$50			\$237
51	2012	FORD	F450	1FD0W4GYXCEB23518		\$45,000	214990	\$163	\$56	\$50			\$270
52	2009	FORD	F450	1FDAF46Y69EA28453			014990	\$131					\$131
61	2014	FORD	F350 RCAB	1FDBF3A68EEB47295		\$31,763	014990	\$131	\$56	\$50			\$237
62	2013	FORD	F350	1FDBF3E63DEA99293		\$30,513	014990	\$131	\$56	\$50			\$237
63	2015	FORD	F350 PICKUP TRUCK	1FDBF3E69FEC56134		\$32,626	014990	\$131	\$64	\$55			\$250
66	2014	FORD	F350	1FDRF3G62EEB47296		\$49,882	014990	\$131	\$56	\$50			\$237
95	2011	FORD	F550	1FDUF5GY6BEB75900		\$40,000	214990	\$163					\$163
101	2003	FORD	F450	1FDXF46PX3EB99408			214990	\$163					\$163
137	2015	FORD	F250 PICKUP TRUCK	1FT7W2A60FEC56033		\$27,478	014990	\$131	\$64	\$55			\$250
138	2015	FORD	F250 CREW CAB	1FT7W2A62FEC56034		\$26,119	014990	\$131	\$64	\$55			\$250
141	2014	FORD	F250 CLUB	1FT7W2B63EEB47191		\$26,162	014990	\$131	\$56	\$50			\$237
143	2014	FORD	F250 RCAB	1FTBF2A60EEB47189		\$20,245	014990	\$131	\$34	\$30			\$195
144	2015	FORD	PICKUP TRUCK	1FTBF2A60FEC46693		\$23,260	014990	\$131	\$39	\$33			\$202
145	2013	FORD	F250 RCAB	1FTBF2A61DEA99247		\$20,075	014990	\$131	\$34	\$30			\$195
146	2015	FORD	F250 PICKUP TRUCK	1FTBF2A62FEC46694		\$23,587	014990	\$131	\$39	\$33			\$202
148	2015	FORD	PICKUP TRUCK	1FTBF2A65FEC46690		\$23,260	014990	\$131	\$39	\$33			\$202
149	2014	FORD	F250 RCAB	1FTBF2A67EEB47187		\$24,575	014990	\$131	\$34	\$30			\$195
150	2014	FORD	F250 RCAB	1FTBF2A67EEB47190		\$20,916	014990	\$131	\$34	\$30			\$195
151	2015	FORD	F250 RCAB	1FTBF2A67FEC46688		\$24,728	014990	\$131	\$39	\$33			\$202
152	2015	FORD	PICKUP TRUCK	1FTBF2A67FEC46691		\$23,260	014990	\$131	\$39	\$33			\$202

\$39 \$33 | \$202 | Williamson County # 2460 | Coverage Number: CAS-2460-20181001-1

ID#	Year	Make	Model	VIN#	Inventory	Cost New	Class	Auto	Auto Physical Damage		POV EQUIP	Total
					#		Code	Liability	Coll	Comp	F B	Contribution
153	2014	FORD	F250 RCAB	1FTBF2A69EEB47188		\$22,484	014990	\$131	\$34	\$30		\$195
154	2015	FORD	F250 RCAB	1FTBF2A69FEC46689		\$24,513	014990	\$131	\$39	\$33		\$202
155	2015	FORD	PICKUP TRUCK	1FTBF2A69FEC46692		\$23,412	014990	\$131	\$39	\$33		\$202
156	2015	FORD	PICKUP TRUCK	1FTEW1CF3FFA60743		\$27,546	014990	\$131	\$64	\$55		\$250
157	2015	FORD	F150 PICKUP TRUCK	1FTEX1CF4FFA90296		\$25,391	014990	\$131	\$64	\$55		\$250
159	2014	FORD	F150 CREW CAB	1FTFW1CF2EKD94305		\$24,991	014990	\$131	\$34	\$30		\$195
160	2014	FORD	F150 CREW CAB	1FTFW1CF6EKD82948		\$25,948	014990	\$131	\$56	\$50		\$237
163	2013	FORD	F150 XCAB	1FTFX1CF8DKE52395		\$25,000	014990	\$131	\$56	\$50		\$237
171	2009	FORD	F250 RCAB	1FTNF20519EA24058		\$17,127	014990	\$131				\$131
174	2009	FORD	F250 RCAB	1FTNF20539EA24059		\$17,127	014990	\$131				\$131
183	2009	FORD	F250 RCAB	1FTNF205X9EA24057		\$17,127	014990	\$131				\$131
186	2010	FORD	F250 RCAB	1FTNF2A53AEA90114		\$25,000	014990	\$131				\$131
187	2010	FORD	F250 RCAB	1FTNF2A5XAEA90112		\$25,000	014990	\$131				\$131
199	2007	FORD	F150 XCAB	1FTRX12W37FB00353			014990	\$131				\$131
208	2008	FORD	F150 XCAB	1FTRX12WX8KC73716			014990	\$131				\$131
219	2005	FORD	F350 RCAB	1FTWF32P75EC28785			014990	\$131				\$131
225	2003	FREIGHTLINER	FL70 4X2	1FVABUAK13DM10362			214990	\$163				\$163
227	2003	FREIGHTLINER	FL70 4X2	1FVABUAK53DM10364			214990	\$163				\$163
228	2003	FREIGHTLINER	FL70 4X2	1FVABUAK93DM10366			214990	\$163				\$163
229	2011	FREIGHTLINER	M2	1FVAC2BS2BDBC5294		\$45,000	214990	\$163	\$56	\$50		\$270
231	2013	FREIGHTLINER	108SD	1FVAG0BS2DHFA8995		\$161,671	214990	\$163	\$177	\$176		\$517
232	2014	FREIGHTLINER	108SD	1FVAG0DT8EHFT0043		\$160,488	214990	\$163	\$177	\$176		\$517
233	2014	FREIGHTLINER	M2112	1FVHC5DV1EHFM9977		\$120,340	214990	\$163	\$141	\$151		\$455
234	2014	FREIGHTLINER	M2112	1FVHC5DV3EHFM9978		\$120,340	214990	\$163	\$141	\$151		\$455
235	2015	FREIGHTLINER	TRACTOR TRUCK	1FVHC5DV7FHGM2178		\$19,814	214990	\$163	\$39	\$33		\$235
266	2009	CHEVROLET	3500 RCAB	1GBJC74K39F164311			014990	\$131				\$131
267	2009	CHEVROLET	3500 RCAB	1GBJC74K89F164319			014990	\$131				\$131
272	2011	CHEVROLET	2500 RCAB	1GC0CVCG0BF171294			014990	\$131				\$131
276	2012	CHEVROLET	3500 CREW CAB	1GC4CZCG0CF149631		\$32,000	014990	\$131				\$131
277	2012	CHEVROLET	3500 CREW CAB	1GC4CZCG1CF148147		\$32,000	014990	\$131				\$131
278	2012	CHEVROLET	3500 CREW CAB	1GC4CZCG9CF149837		\$32,000	014990	\$131				\$131
310	2002	GMC	8500	1GDP7H1C72J511473			214990	\$163				\$163
441	2009	INTERNATIONAL	7600 SFA 6X4	1HSWXSHR09J184956			214990	\$163				\$163
442	2009	INTERNATIONAL	7600 SFA 6X4	1HSWXSHR29J184957			214990	\$163				\$163
443	2009	INTERNATIONAL	7600 SFA 6X4	1HSWXSHR49J184958			214990	\$163				\$163
444	2009	INTERNATIONAL	7600 SFA 6X4	1HSWXSHR69J184962			214990	\$163				\$163
445	2010	INTERNATIONAL	7600 SFA 6X4	1HSWXSHR6AJ277775		\$88,219	214990	\$163	\$104	\$113		\$381

ID#	Year	Make	Model	VIN#	Inventory	Cost New	Class	Auto		Physical nage	POV	Total
.5 "	roui	mano	model	VIII II	#	003111011	Code	Liability	Coll	Comp	E E	Contribution
446	2011	INTERNATIONAL	4300	1HTMMAAN4BH364600		\$65,000	214990	\$163	\$76	\$75		\$315
448	2001	INTERNATIONAL	4700 4X2	1HTSCABN21H404082			214990	\$163				\$163
450	2002	INTERNATIONAL	4700 4X2	1HTSCABR02H545088			214990	\$163				\$163
451	2002	INTERNATIONAL	4700 4X2	1HTSCABR02H545091			214990	\$163				\$163
453	2002	INTERNATIONAL	4700 4X2	1HTSCABR22H545089			214990	\$163				\$163
455	2001	INTERNATIONAL	4700 4X2	1HTSCABR51H404080			214990	\$163				\$163
462	2002	INTERNATIONAL	4700 4X2	1HTSCABR92H545087			214990	\$163				\$163
463	2002	INTERNATIONAL	4700 4X2	1HTSCABR92H545090			214990	\$163				\$163
465	2009	INTERNATIONAL	7400 SFA 6X4	1HTWHAAR19J184915			214990	\$163				\$163
466	2005	INTERNATIONAL	7400 SFA 6X4	1HTWHAAR25J179314			214990	\$163				\$163
467	2009	INTERNATIONAL	7400 SFA 6X4	1HTWHAAR39J184916			214990	\$163				\$163
469	2009	INTERNATIONAL	7400 SFA 6X4	1HTWHAAR59J184917			214990	\$163				\$163
470	2009	INTERNATIONAL	7400 SFA 6X4	1HTWHAARX9J184914			214990	\$163				\$163
471	2008	INTERNATIONAL	7300 SBA 4X2	1HTZZAAR28J038712			214990	\$163				\$163
472	2008	INTERNATIONAL	7300 SBA 4X2	1HTZZAAR28J558408			214990	\$163				\$163
473	2008	INTERNATIONAL	7300 SBA 4X2	1HTZZAAR48J038713			214990	\$163				\$163
474	2008	INTERNATIONAL	7300 SBA 4X2	1HTZZAAR48J558409			214990	\$163				\$163
475	2009	INTERNATIONAL	7300 SBA 4X2	1HTZZAAR99J184901			214990	\$163				\$163
486	2008	OTHER	SAM	1P91510138G301150			684990	\$65				\$65
490	2000	OTHER	18X82.5HD	1V5BA182XY1133518			214990	\$163				\$163
492	1994	OTHER	TRAILER	1V5BA202XR1131254			684990	\$65				\$65
626	2004	FORD	F150 XCAB	2FTRX17W94CA42331			014990	\$131				\$131
647	2015	FREIGHTLINER	TRACTOR TRUCK	3AKNGND1XFDGL1674		\$128,646	214990	\$163	\$161	\$166		\$490
650	2000	FORD	F750	3FDXF75H7YMA54839			014990	\$131				\$131
651	2004	FORD	F650	3FRNF65JX4V685875			214990	\$163				\$163
652	2006	FORD	F750	3FRXF75E16V376283			214990	\$163				\$163
653	1997	FORD	F350 RCAB	3FTHF35H7VMA58922			014990	\$131				\$131
668	2000	OTHER	BIG TEX TRAILER	4K8PX1826Y1363991		\$3,200	684990	\$65				\$65
669	2003	OTHER	70TV	4K8UX142631E99915			684990	\$65				\$65
671	2014	OTHER	TRAILER	4R7BU1221ET137412		\$1,535	684990	\$65	\$11	\$10		\$87
677	2012	OTHER	WTSP	5F11S1016C1000255		\$4,000	684990	\$65				\$65
678	2012	OTHER	WTSP	5F11S1018C1000256		\$4,000	684990	\$65				\$65
679	2012	OTHER	WVTM	5F12S1218C1000257		\$4,000	684990	\$65				\$65
680	2012	OTHER	WANCO WVTM	5F12S121XC1000258		\$4,000	684990	\$65				\$65
681	2013	OTHER	WANCO WTLMB-SLL	5F12S1618D1001162		\$14,989	684990	\$65				\$65
682	2010	OTHER	WSDT-S	5F15S0914A1001142			684990	\$65				\$65
683	2010	OTHER	WSDT-S	5F15S0916A1001143			684990	\$65				\$65

ID#	Year	Make	Model	VIN#	Inventory	Cost New	Class	Auto		Physical mage	POV	Total
					#		Code	Liability	Coll	Comp] <u> </u>	Contribution
685	2004	CPS	SBD-240	5MC1116204P004837			684990	\$65				\$65
686	2008	CPS	LWBD-240	5MC1116278P008194			684990	\$65				\$65
687	2011	CPS	LWBD-240	5MC114022BP012588			684990	\$65				\$65
693	2013	OTHER	TRAIL KING TK110SA-483	1TKA04834DM041717		\$97,090	684990	\$65	\$104	\$113		\$283
711	2012	FREIGHTLINER	M2112	1FUJC5DV4CDBV5741		\$96,397	214990	\$163	\$104	\$113		\$381
712	2012	FREIGHTLINER	M2112	1FUJC5DV6CDBV5742		\$96,329	214990	\$163	\$104	\$113		\$381
723	2012	INTERNATIONAL	4300 TRUCK	1HTJTSKN1CJ536666		\$188,161	214990	\$163	\$177	\$176		\$517
729	1998	INTERNATIONAL	BUS	1HVBBABLXWH581902			648300	\$326				\$326
730	1998	INTERNATIONAL	3800 TRUCK	1HVBBABM2WH57380 4			214990	\$163				\$163
734	1975	OTHER	WILSON TRAILER	0000000TR181077			684990	\$65				\$65
742	2016	FREIGHTLINER	TRACTOR TRUCK	1FVHC5DV7GHHD1939		\$129,737	214990	\$163	\$181	\$226		\$571
755	2016	FORD	F250 XCAB PICKUP TRUCK	1FT7X2A63GEA84367		\$25,261	014990	\$131	\$72	\$75		\$278
756	2016	FORD	F250 XCAB	1FT7X2A65GEA84368		\$24,470	014990	\$131	\$43	\$45		\$219
757	2016	FORD	F250 XCAB	1FT7X2A61GEA84366		\$24,470	014990	\$131	\$43	\$45		\$219
758	2016	FORD	F250 XCAB	1FT7X2A6XGEA84365		\$24,880	014990	\$131	\$43	\$45		\$219
759	2016	FORD	F250 XCAB	1FT7X2A66GEA84363		\$24,470	014990	\$131	\$43	\$45		\$219
760	2016	FORD	F250 XCAB	1FT7X2A68GEA84364		\$24,470	014990	\$131	\$43	\$45		\$219
761	2016	FORD	F250 XCAB PICKUP TRUCK	1FT7X2A67GEA84369		\$0	014990	\$131				\$131
763	2007	OTHER	CIMLINE TRAILER	1C92M25267M119200			684990	\$65				\$65
765	2005	OTHER	PIPEHUNTER TRAILER	1T9P718245P394083			684990	\$65				\$65
766	2015	ETNYRE	TRACTOR TRUCK	1E9V19773FE111356		\$81,412	214990	\$163	\$119	\$125		\$407
767	2015	ETNYRE	TRACTOR TRUCK	1E9V19784FE111357		\$81,450	214990	\$163	\$119	\$125		\$407
776	2016	FORD	F250 PICKUP TRUCK	1FTBF2A67GEB55325		\$23,050	014990	\$131	\$43	\$45		\$219
777	2016	FORD	F250 PICKUP TRUCK	1FTBF2A69GEB55326		\$22,718	014990	\$131	\$43	\$45		\$219
778	2016	FORD	F250 PICKUP TRUCK	1FTBF2A60GEB55327		\$22,963	014990	\$131	\$43	\$45		\$219
788	2016	FORD	F150 PICKUP TRUCK	1FTEX1CF9GKD82132		\$24,094	014990	\$131	\$43	\$45		\$219
815	2017	FREIGHTLINER	M2106 TRUCL	1FVACXDT7HHJA7147		\$96,679	214990	\$163	\$149	\$226		\$538
830	2017	FREIGHTLINER	M2112 TRUCK	1FVHC5DV7HHJA2860		\$122,352	214990	\$163	\$201	\$302		\$666
831	2016	FORD	F450 TRUCK	1FD0W4GT0GEC73289		\$55,593	214990	\$163	\$98	\$113		\$374
832	2017	FREIGHTLINER	M2 TRUCK	1FVHC5DV0HHJA2859		\$123,242	214990	\$163	\$201	\$302		\$666
833	2017	FREIGHTLINER	TRACTOR TRUCK	1FVMG3DV5HHJA4288		\$259,434	214990	\$163	\$402	\$402		\$968
834	2016	OTHER	WANCO SIGN TRAILER	5F12S1210G1006706		\$14,357	684990	\$65	\$43	\$45		\$154
835	2016	OTHER	WANCO TRAILER	5F12S1212G1007114		\$14,357	684990	\$65	\$43	\$45		\$154
836	2016	FORD	F550 TRUCK	1FDUF5GY6GEA50516		\$93,193	214990	\$163	\$134	\$170		\$467
837	2016	INTERNATIONAL	TRACTOR TRUCK	1HTMMAAN5GH74395		\$216,152	214990	\$163	\$228	\$264		\$655

ID#	Year	Make	Model	VIN#	Inventory	Cost New	Class	Auto Liability	Auto Physical Damage		Pov	EQUIP	Total
					#		Code		Coll	Comp	g B	ద	Contribution
838	2016	INTERNATIONAL	TRACTRO TRUCK	1FVHC5DV3GHHD1940		\$129,349	214990	\$163	\$181	\$226			\$571
851	2017	OTHER	CTS	5TU11402XHS000400		\$30,636	684990	\$65	\$80	\$101			\$246
854	2017	FREIGHTLINER	M2112 DUMP TRUCK	1FVHC5DV2HHJE1758		\$122,299	214990	\$163	\$201	\$302			\$666
856	2017	FREIGHTLINER	DUMP TRUCK	1FVHC5DV0HHJE1757		\$123,094	214990	\$163	\$201	\$302			\$666
872	2017	FORD	F150	1FTFX1EF8HKC87046		\$28,271	014990	\$131	\$80	\$101			\$312
874	2017	FORD	F250	1FTBF2A61HEC81410		\$24,403	014990	\$131	\$48	\$60			\$239
875	2017	FORD	F150	1FTFX1EF1HKC87048		\$28,300	014990	\$131	\$80	\$101			\$312
876	2017	FORD	F150	1FTFX1EFXHKC87047		\$29,179	014990	\$131	\$80	\$101			\$312
877	2017	FORD	F150	1FTEX1CF6HKC87044		\$24,372	014990	\$131	\$48	\$60			\$239
878	2017	FORD	F250	1FTBF2A63HEC81411		\$24,712	014990	\$131	\$48	\$60			\$239
879	2017	FORD	F250	1FD7W2A61HEC81375		\$33,833	014990	\$131	\$80	\$101			\$312
892	2017	INTERNATIONAL	4300 TRUCK	1HTMMAAN6HH744014		\$223,304	214990	\$163	\$254	\$352			\$769
893	2017	INTERNATIONAL	4300 TRUCK	1HTMMAAN4HH744013		\$233,123	214990	\$163	\$254	\$352			\$769
894	2017	INTERNATIONAL	4300 TRUCK	1HTMMAAN5HH460969		\$233,133	214990	\$163	\$254	\$352			\$769
944	2018	FREIGHTLINER	M2106	1FVACXFC4JHJJ7755		\$184,621	214990	\$163	\$254	\$352			\$769
945	2017	FREIGHTLINER	M2106	3ALACYDTXHDJA3704		\$87,658	214990	\$163	\$149	\$226			\$538
946	2017	FREIGHTLINER	M2106	3ALACYDT1HDJA3705		\$87,354	214990	\$163	\$149	\$226			\$538
947	2016	FORD	F350	1FDRF3G60GED00907		\$35,462	014990	\$131	\$72	\$75			\$278
960	2017	CHEVROLET	3500	1GB3CYCGXHZ291310		\$44,444	001303	\$131	\$80	\$101			\$312
961	2018	OTHER	PJ TRAILER P8162	4P5P8162XJ1284079		\$4,413	684990	\$65					\$65
962	2018	OTHER	PJ TRAILER P8163	4P5P81622J1282777		\$4,503	684990	\$65					\$65
963	2018	OTHER	PJ TRAILER P8164	4P5P81629J1274482		\$4,413	684990	\$65					\$65
964	2017	OTHER	NORTH AMERICA TRAFFIC RCF 2.4	2F9TSA1AXHP084415		\$10,975	684990	\$65	\$48	\$60			\$174
965	2017	OTHER	NORTH AMERICA TRAFFIC RCF 2.4	2F9TSA1A1HP084416		\$10,975	684990	\$65	\$48	\$60			\$174
967	2017	OTHER	NORTH AMERICA TRAFFIC RCF 2.4	2F9TSA1A5HP084418		\$11,950	684990	\$65	\$48	\$60			\$174
968	2017	OTHER	NORTH AMERICA TRAFFIC	2F9TSA1A3HP084417		\$11,950	684990	\$65	\$48	\$60			\$174
984	2018	CTS	BDT40 DUMP TRAILER	5TU114020JS000492		\$31,973	684990	\$65	\$80	\$101			\$246
985	2019	CTS	BDT40 DUMP TRAILER	5TU343223JS000493		\$37,584	684990	\$65	\$80	\$101			\$246
986	2020	CTS	BDT40 DUMP TRAILER	5TU114029JS000491		\$32,062	684990	\$65	\$80	\$101			\$246
988	2018	CHEVROLET	1500	3GCUKNEH8JG274826		\$29,172	014990	\$131	\$80	\$101			\$312
989	2018	CHEVROLET	SILVERADO 2500	1GC0CUEG2JZ202727		\$30,125	014990	\$131	\$80	\$101			\$312
993	2018	CHEVROLET	1500	1GCVKNEC7JZ233385		\$29,939	014990	\$131	\$80	\$101			\$312
997		OTHER	EAGER 20XPT	112H8V342JL082341		\$30,530	684990	\$65	\$80	\$101			\$246
100		OTHER	INTERSTATE 40TDL TRAILER	1JKTDL40XJM016247		\$23,520	684990	\$65	\$48	\$60			\$174
100	2019	FREIGHTLINER	M2112	1FVHC5DV5KHKE6950		\$124,312	214990	\$163	\$201	\$302			\$666
5	2013	I KLIGHTEINEK	11/2 1 12	11 VIIOOD VOIXI IIXEO330		Ψ127,012	Z 1733U	Ψ103	ΨΖΟΙ	ΨΟΟΖ			ΨΟΟΟ

ID#	Year	Make	Model	VIN#	Inventory	Cost New	w Class Code	Auto Liability	Auto Physical Damage		Pov	EQUIP	Total
		indite.			#				Coll	Comp	ď	EQ	Contribution
100 6	2019	FREIGHTLINER	M2112	1FVHC5DV7KHKE6951		\$124,703	214990	\$163	\$201	\$302			\$666
100 9	2019	FREIGHTLINER	M2106 TRUCK	1FVACYFCXKHKE3234		\$88,567	214990	\$163	\$149	\$226			\$538
101 0	2019	FREIGHTLINER	M2106 TRUCK	1FVACYFC7KHKE3207		\$88,844	214990	\$163	\$149	\$226			\$538
101 7	2018	OTHER	ETNYRE TRAILER RTN55ETD3-PS	1E9324792JE111155		\$83,465	684990	\$65	\$149	\$226			\$441
101 9	2009	OTHER	VERMEER BC100XL	1VRY1119391011813		\$23,464	684990	\$65					\$65
102 0	2007	OTHER	VERMEER BC1000XL	1VRY1119471009078		\$17,886	684990	\$65					\$65
102 1	2008	OTHER	DURA PATCHER 125DTJ TRAILER	1D9SB17257P441392		\$52,761	684990	\$65					\$65
102 2	1997	OTHER	HOBART TITAN 7000	90WS07219		\$2,473	684990	\$65					\$65
102 3	2005	OTHER	DURAPATCHER 125DJT	14099		\$47,130	684990	\$65					\$65
102 7	2013	OTHER	WANCO WVTM SIGN TRAILER	5F12S1217D1001109		\$14,971	684990	\$65					\$65
102 8	2013	OTHER	WANCO WVTM SIGN TRAILER	5F12S1215D1001108		\$14,971	684990	\$65					\$65
102 9	2017	FORD	F350 RCAB	1FDRF3G62HEC81374		\$36,530	014990	\$131					\$131
103 0	2005	OTHER	WANCO WTSP55-LSA SIGN TRAILER	5F11S101651000209		\$13,562	684990	\$65					\$65
103 1	2005	OTHER	WANCO WTSP55-LSA SIGN TRAILER	5F11S101451000211		\$13,562	684990	\$65					\$65
103 2	2006	OTHER	WANCO WTLMB-SLL SIGN TRAILER	5F12S161561004202		\$13,562	684990	\$65					\$65
103 3	2014	OTHER	MULTIQUIP TRAILER	4GNBM0918DB032686		\$8,692	684990	\$65					\$65
103 4	2014	OTHER	MULTIQUIP TRAILER	4GNBM0916DB032685		\$7,759	684990	\$65					\$65
103 5	1990	OTHER	LINCOLN SA 250	A-1109256		\$4,733	684990	\$65					\$65
103 6	2007	OTHER	DITCH WITCH TRAILER	CMW182HEA70000763		\$6,709	684990	\$65					\$65
103 7	2019	FREIGHTLINER	M2106 DUMP TRUCK	3ALACYFC5KDKE3034		\$81,932	214990	\$163	\$149	\$226			\$538
103 8	2019	FREIGHTLINER	M2106 DUMP TRUCK	3ALACYFC3KDKE3033		\$82,148	214990	\$163	\$149	\$226			\$538
		1		Department: URS				Total	Number o	f Vehicles	: 19	2	\$45,605

Contribution	Total Number of Vehicles	Totals
\$116,612	736	Auto Liability
\$64,304	453	Auto Physical Damage, Collision
\$56.692	453	Auto Physical Damage, Comprehensive



AUTO LIABILITY COVERAGE DOCUMENT

AUTO LIABILITY COVERAGE DOCUMENT

The Texas Association of Counties Risk Management Pool (Pool) exists to enable its members to purchase coverage against liability claims. This is not a contract of insurance, but is a Coverage Document evidencing liability coverage pursuant to the provisions of Chapters 791 and 2259 of the Texas Government Code and Chapter 119 of the Texas Local Government Code. Under this Coverage Document, political subdivisions and other members create and contribute to the Pool as an alternative to purchasing insurance from commercial insurance markets. While this Coverage Document is not commercial insurance, the Pool's Board of Directors has determined that certain first-party coverages may be offered herein for the purpose of mitigating or reducing potential liability exposures to the Named Member.

VARIOUS PROVISIONS IN THIS COVERAGE DOCUMENT RESTRICT COVERAGE. READ THE ENTIRE COVERAGE DOCUMENT CAREFULLY TO DETERMINE RIGHTS, DUTIES AND WHAT IS AND IS NOT COVERED.

The Contribution and Coverage Declarations (CCD) issued to the Named Member by the Pool is part of this Coverage Document, subject to the terms, conditions, definitions, exclusions, and sublimits contained in this Coverage Document, any endorsements, and the Interlocal Participation Agreement (IPA).

Words and phrases that are capitalized have special meaning. Refer to SECTION V-DEFINITIONS

SECTION I — LIABILITY COVERAGE

A. WHO IS COVERED

The following are Covered Persons, but only if using the Auto with the Named Member's permission and the use of the Auto is within the scope of the Named Member's permission:

- 1. The Named Member.
- 2. The Named Member's Officials, employees, or Volunteers.
- 3. Anyone while using an Auto the Named Member owns, hires, borrows, or temporarily uses as a substitute for an Auto the Named Member has removed from use due to its breakdown, repair, service, loss or destruction; except that the following are not Covered Persons:
 - a. Anyone using an Auto while he or she is working in a business of selling, servicing, repairing, storing or parking Autos unless that business is the Named Member's.

- b. The owner or lessee of whom the Named Member is a sub lessee of a Hired Auto or the owner of a Non-Owned Auto or any agent or employee of any such owner or lessee.
- c. Anyone other than the Named Member's Officials, employees, or Volunteers, while moving property to or from an Auto.
- 4. Anyone liable for the conduct of a Covered Person described above, but only to the extent of that liability. However, the owner or anyone else from whom the Named Member hires or borrows an Auto is a Covered Person only if that Auto is a trailer connected to an Auto the Named Member owns.

To the extent that the Named Member's Officials, employees or Volunteers qualify as Covered Persons for a covered Accident, the coverage afforded by this Coverage Document applies to the individual liability of those persons, without regard to their, or the Named Member's, immunity from liability or Suit for that Accident.

B. COVERAGE EXTENSIONS

1. Supplementary Payments.

In addition to the Limits of Liability, the Pool will pay for the Covered Person:

- a. All expenses the Pool incurs.
- b. Up to \$250 for cost of bail bonds (including bonds for related traffic law violations) required because of an Accident the Pool covers. The Pool does not have to furnish these bonds.
- c. The cost of bonds to release attachments in any Suit the Pool defends, but only for bond amounts within the Pool's Limits of Liability.
- d. Reasonable expenses incurred by the Covered Person at the Pool's request in assisting the investigation or defense of a claim or Suit, including actual loss of earnings up to \$100 a day because of time off from work.
- e. All costs taxed against the Covered Person in any Suit the Pool defends.
- f. Pre-judgment interest awarded against the Covered Person on that part of the judgment the Pool pays. If the Pool makes an offer to pay the applicable limit of coverage, the Pool will not pay any pre-judgment interest based on that period of time after the offer.

- g. All interest on the full amount of any judgment that accrues after entry of the judgment in any Suit the Pool defends; but the Pool's duty to pay interest ends when the Pool has paid, offered to pay or deposited in court the part of the judgment that is within the Pool's Limits of Liability.
- h. Expenses incurred by a Covered Person for first aid to others at the time of an Accident, for Bodily Injury to which this Coverage Document applies.

Hired and Non-owned

- a. Hired Auto Liability The Pool will provide limited coverage as set forth in this Coverage Document and the CCD for Bodily Injury or Property Damage arising out of the maintenance or use of a Hired Auto by the Named Member or a Covered Person in the course of the Named Member's business.
- b. Non-owned Auto Liability The Pool will provide limited coverage as set forth in this Coverage Document and the CCD for Bodily Injury or Property Damage arising out of the use of any Non-owned Auto by the Named Member or a Covered Person in the course of the Named Member's business.
- When the Auto Liability section of the CCD refers only to Hired and Nonowned Liability, the limits of liability are excess as provided by Section IV, Conditions, S.

3. Supplementary Death Benefit

- a. The Pool will pay to a Covered Person's Beneficiary a Supplementary Death Benefit in the amount of \$10,000 unless otherwise stated on the CCD because of death to the Covered Person:
 - (1) Caused by an Auto Accident; and
 - (2) Sustained by a Covered Person while wearing a Seat Belt or protected by an Airbag.
- The Pool will pay the benefit, if such death occurs within three years of the date of such Accident.
- c. This Supplementary Death Benefit shall not be reduced by any other amounts paid or payable under this Coverage Document or other coverage or insurance for the Accident.
- d. The Beneficiary must furnish the Pool with proof of death of the Covered Person, accompanied by a police report or other verifiable proof that the

Covered Person was wearing a Seat Belt or protected by an Airbag at the time the Accident occurred.

e. No deductible applies.

4. Out of State Coverage

- a. The Pool will provide limited coverage as set forth in this Coverage Document for Auto Accidents occurring out of state if:
 - A Covered Person is using an Auto within the Coverage Territory described in Section IV, Conditions, U., but outside of the State of Texas, and
 - (2) The laws of that state, territory, or province require the Covered Person to maintain insurance with respect to the operation or use of that Auto within its borders, and
 - (3) The coverage provided by this Coverage Document differs in form, kind or amount from that required by said laws;

b. The Pool will:

- (1) Increase the Limits of Liability specified in the CCD for this Out of State Coverage to the greater of either:
 - (a) The minimum limits specified by the law of the state, territory or province where the Auto is being used, or
 - (b) A combined single limit of liability of one million dollars (\$1,000,000.00) for all Damages because of Bodily Injury and Property Damage resulting from any one Accident, regardless of the number of Covered Persons under this Coverage Document, the number of persons or organizations who sustain Bodily Injury or Property Damage, or the number of Autos to which this Coverage Document applies.
- (2) Provide the minimum forms or kinds of coverages, such as no-fault, as may be required and set forth by the laws by that state, territory or province, but only to the extent required by such laws.
- c. The increased amount of Out of State Coverage will be in excess of any other valid and collectible insurance or coverage that may be available to the Covered Person.

d. The Pool will not pay anyone more than once for the same elements of Loss because of these extensions.

Mexico Coverage

- a. The Pool will provide limited coverage as set forth in this Coverage Document for Auto Accidents occurring in Mexico if:
 - (1) A Covered Person is using an Auto owned by the Named Member;
 - (2) The Auto is included in the schedule of vehicles attached to this Coverage Document;
 - (3) The Accident occurs within 25 miles of the United States border;
 - (4) The Auto is garaged in the United States; and
 - (5) The Auto is used for infrequent trips that do not exceed ten days for any single trip.

SECTION II — EXCLUSIONS

The coverage afforded by this Coverage Document does not apply to any of the following:

A. EXPECTED OR INTENDED INJURY

Bodily Injury or Property Damage expected or intended from the standpoint of a Covered Person.

B. CONTRACTUAL LIABILITY

Liability assumed under any contract or agreement, but this exclusion does not apply to liability for Damages that the Covered Person would have in the absence of the contract or agreement.

C. WORKERS' COMPENSATION

Any obligation for which the Covered Person or the Covered Person's insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

D. EMPLOYEE INDEMNIFICATION AND EMPLOYER'S LIABILITY

Bodily Injury to:

- An employee of a Covered Person arising out of and in the course of employment by the Covered Person; or
- 2. The spouse, child, parent, brother or sister of that employee as a consequence of paragraph A. above.

This exclusion applies:

- 1. Whether the Covered Person may be liable as an employer or in any other capacity; and
- To any obligation to share Damages with or repay someone else who must pay Damages because of the injury.

E. EMPLOYEE CAUSES INJURY TO FELLOW EMPLOYEE

Bodily Injury to an employee of a Named Member caused by a fellow employee of the Named Member and arising out of and in the course of the fellow employee's employment.

F. CARE, CUSTODY OR CONTROL

Property Damage to property owned or transported by a Covered Person or in a Covered Person's care, custody or control.

G. PRIVACY OR SECURITY EVENT LIABILITY AND EXPENSE COVERAGE

- This Coverage Document does not provide coverage for any liability, Loss, penalty or expense arising directly or indirectly from any Privacy or Security Event.
- 2. For purposes of this exclusion the following terms have the following meanings:

Computer System means computers and associated input and output devices, data storage devices, networking equipment and backup facilities:

- a. Operated by and either owned by or leased to any Named Member or Covered Person; or
- b. Operated by a third party service provider and used to provide hosted computer application services to the Named Member or Covered Person or for processing, maintaining, hosting or storing the Covered Person's electronic data pursuant to a written contract with the Named Member or Covered Person for such services.

Personal Information means an individual's name in combination with one or more of the following:

- Information concerning the individual that constitutes nonpublic personal information as defined in the Gramm-Leach Bliley Act of 1999, as amended, and implementing regulations;
- Medical or health care information concerning the individual, including without limitation "protected health information" as defined in the Health Insurance Portability and Accountability Act of 1996, as amended, and implementing regulations;
- c. The individual's Social Security number, driver's license or state identification number, credit, debit, or other financial account numbers and associated security codes, access codes, passwords or personal identification numbers that allow access to the individual's financial account information; or
- d. Other nonpublic personally identifiable information, as protected under any local, state, federal or foreign law;

Provided, however, Personal Information does not include information that is lawfully available to the public, including without limitation information lawfully available from any Named Member or Covered Person or any local, state, federal or foreign governmental entity.

Privacy or Security Event means:

- a. The actual or reasonably suspected theft, Loss or unauthorized disclosure of or access to Personal Information in the care, custody or control of the Named Member or Covered Person or for which the Named Member or Covered Person is legally responsible, regardless of whether such Personal Information is maintained in electronic, paper or any other format; or
- b. A violation or failure of the security of a Computer System, including but not limited to unauthorized access, unauthorized use, a denial of service attack or receipt or transmission of malicious code.

H. EMERGENCY MEDICAL SERVICE

With respect to Damages resulting from the ownership, maintenance or use of emergency medical service vehicles because of:

1. Bodily Injury resulting from the providing of or failure to provide medical services or other professional services;

- 2. Bodily Injury resulting from the furnishing of or failure to furnish food or drink in connection with such services; or
- 3. Bodily Injury or Property Damage resulting from the handling of corpses.

HANDLING OF PROPERTY

Bodily Injury or Property Damage resulting from the handling of the property:

- 1. Before it is moved from the place where it is accepted by a Covered Person for movement into or onto an Auto; or
- 2. After it is moved from an Auto to the place where it is finally delivered by a Covered Person.

J. MOVEMENT OF PROPERTY BY MECHANICAL DEVICE

Bodily Injury or Property Damage resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to an Auto.

K. OPERATIONS

Bodily Injury or Property Damage arising out of the operation of any equipment listed in paragraphs 6.b. and 6.c. of the definition of Mobile Equipment.

L. POLLUTION

Bodily Injury or Property Damage arising out of the discharge, dispersal, release or escape of pollutants into or upon land, the atmosphere, any watercourse or body of water; but this exclusion does not apply if such discharge, dispersal, release, or escape is sudden and accidental. Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, fuels, lubricants, chemicals, pesticides and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

M. NUCLEAR ENERGY

- Nuclear reaction or radiation, or radioactive contamination, regardless of cause; or
- 2. The explosion of any weapon employing atomic fission or fusion.

N. WAR

Bodily Injury or Property Damage due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

O. STATE RESPONSIBILITY

To any claim, liability, Loss or Accident, for which the State of Texas:

- 1. Has the responsibility to pay or indemnify; or
- 2. Asserts a right to defend; or
- 3. Asserts a right to adjust, handle or settle.

SECTION III — LIMITS OF LIABILITY

A. WHAT THE POOL WILL PAY

Regardless of the number of Autos, Covered Persons, or vehicles involved in the Accident the Limits of Liability payable under this Coverage Document are as follows:

- 1. The Pool will pay all sums, up to the Pool's Limits of Liability as set forth in the CCD, a Covered Person legally must pay as Damages because of Bodily Injury or Property Damage to which this coverage applies, caused by an Accident and resulting from the ownership, maintenance or use of an Auto.
- 2. The maximum limits per person and per Accident as stated in the CCD is the maximum amount the Pool will pay for all claims arising out of an Accident.
- 3. The Pool has the right and duty to defend any Suit asking for such Damages. However, the Pool has no duty to defend Suits for Bodily Injury or Property Damage not covered by this Coverage Document. The Pool may investigate and settle any claim or Suit as the Pool considers appropriate. The Pool's duty to defend or settle ends when the applicable Limits of Liability has been exhausted by payment of judgments or settlements. The Pool's right to defend includes the right to select counsel to defend covered claims or Suits.

B. DEDUCTIBLE

The Named Member is wholly responsible for paying the entire Deductible shown in the CCD. A Covered Person, other than the Named Member, has no individual responsibility for paying any portion of the Deductible, and is fully covered for the amount of any liability not in excess of the Texas Tort Claims Limits, as referenced in Texas Civil Practices and Remedies Code Section 108.002.

At the option and discretion of the Pool, the Pool may pay all or part of the Deductible amount to effect settlement, and, upon notification to the Named Member, Named Member shall promptly reimburse the Pool for all expenditures. If the Pool pays any Claims Expenses which fall within the Deductible amount stated in the CCD or within this Coverage Document, the Named Member, upon notification, shall promptly reimburse the Pool for all expenditures.

All Bodily Injury and Property Damage resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one Accident.

SECTION IV — CONDITIONS

Unless otherwise indicated, this Auto Liability Coverage Document and all other forms and endorsements forming a part of this Coverage Document, are subject to the following Conditions:

A. APPLICATION AND AGREEMENTS

By acceptance of this Coverage Document, the Named Member agrees that the statements in the Application and Agreements are the Named Member's agreements and representations, that this Coverage Document is issued in reliance upon the truth of such representations and that this Coverage Document, the Pool's Bylaws, the Interlocal Participation Agreement between the Named Member and the Pool, and the Pool's duly adopted underwriting standards and criteria embody all agreements existing between the Named Member and the Pool or any of the Pool's agents relating to this Coverage Document.

B. UNINTENTIONAL FAILURE TO DISCLOSE

It is agreed that the Named Member's failure to disclose all hazards existing as of the inception date of this Coverage Document shall not prejudice a Covered Person with respect to the coverage afforded by this Coverage Document, if such failure or omission was not intentional.

C. COMPLIANCE WITH CONDITIONS

If any Covered Person breaches any condition or warranty of this Coverage Document, there shall be no coverage, including any obligation to defend, for any Covered Person as to the particular Accident or action in connection with the breach.

D. DELIVERY OF THIS COVERAGE DOCUMENT

Delivery of this Coverage Document to the Named Member shall be considered delivery to each Covered Person, and the Named Member is authorized by each Covered Person to accept delivery on the Covered Person's behalf.

E. CANCELLATION OR NON-RENEWAL

- Either party to this Coverage Document may cancel or non-renew this Coverage Document by giving notice of such intent to the other party. The notice must be in writing and must be delivered by certified mail, return receipt requested via U.S. Mail to the other party. Except for notice of cancellation or non-renewal by the Pool for nonpayment of contributions, such notice must be given not less than sixty (60) days prior to the effective date of cancellation.
- 2. The Pool may, in the Pool's sole discretion, permit the Named Member, upon the Named Member's written request, to terminate this Coverage Document by giving the Pool not less than thirty (30) days' notice.
- 3. Notice of cancellation by the Named Member must be addressed to:

Texas Association of Counties Risk Management Pool Attn: Member Services P.O. Box 2131 Austin, Texas 78768

- 4. The Pool may cancel or non-renew this Coverage Document:
 - For nonpayment of contributions, unless other provision for payment has been made by express written agreement between the Named Member and the Pool;
 - b. If there is an increase in risk or hazard within the Named Member's control which would result in an increase in the rate or amount of contribution:
 - c. For fraud in the obtaining of coverage;
 - If the Pool is placed in supervision, conservatorship, receivership and the cancellation is approved or directed by the supervisor, conservator or receiver;
 - e. If the Named Member does not implement risk management techniques required by the Pool during the initial coverage period, or if risk management techniques do not result in the Named Member's attaining a risk level sufficient to meet the Pool's underwriting criteria during the initial coverage period;

- If the Interlocal Participation Agreement between the parties is terminated or the Named Member withdraws or is expelled from the Pool; or
- g. For the Named Member's violation of any of the Named Member's other obligations under the Pool's Bylaws or the Interlocal Participation Agreement between the Named Member and the Pool.
- 5. If the Pool cancels this Coverage Document for nonpayment of contributions, such cancellation shall be effective at 12:01 a.m. on the 10th day following the Pool's placement of the notice of cancellation in the U.S. Mail. These Conditions do not waive or alter any other applicable provisions of the Pool's Bylaws or the Interlocal Participation Agreement between the Named Member and the Pool.
- 6. Notice of cancellation by the Pool may be given to the county judge or presiding officer of the Named Member.

F. RETAINED CONTRIBUTION PROPORTIONS

- 1. If this Coverage Document is terminated by the Named Member, the Pool shall retain the customary short rate proportion of the contribution.
- 2. If this Coverage Document is terminated by or on behalf of the Pool, the Pool shall retain the customary pro-rata proportion of the contribution.

G. CHANGES

This Coverage Document, the Pool's Bylaws, the Interlocal Participation Agreement between the Named Member and the Pool, and the Pool's duly-adopted underwriting standards and criteria constitute the agreements between the Named Member and the Pool concerning the coverage afforded. The Named Member is authorized to make changes in the terms of this Coverage Document only with consent of the Pool's duly-authorized representative. The Pool may make changes to this Coverage Document, as permitted by the Pool's Bylaws, the Interlocal Participation Agreement between the Named Member and the Pool, and/or the laws governing the creation and operation of the Pool. This Coverage Document's terms cannot be amended or waived orally. Any changes to the Pool's Bylaws, the Interlocal Participation Agreement between the Pool and the Named Member, or the Pool's underwriting standards or criteria are incorporated herein.

H. EXAMINATION OF THE NAMED MEMBER'S BOOKS AND RECORDS

The Pool may examine and audit the Named Member's books and records as they relate to this Coverage Document or as may be required for the administration of the Pool.

I. INSPECTIONS AND LOSS CONTROL

The Pool has the right but is not obligated to:

- Make inspections and surveys at any time;
- 2. Make risk management appraisals of the Named Member's operations, policies, procedures, Autos, personnel and/or facilities;
- 3. Require the Named Member to implement and follow risk management procedures or techniques established by the Pool to reduce risk sufficient to meet the Pool's underwriting criteria. Any inspections, surveys, reports or requirements relate only to the Named Member's eligibility for liability coverage and the contribution to be charged. The Pool does not make safety inspections. The Pool does not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public, nor does the Pool warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

This condition applies not only to the Pool, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

J. CONTRIBUTIONS

- All contributions charged for this Coverage Document shall be computed in accordance with the Pool's rates and rating plans, as approved by the Pool's Board of Directors. The Named Member agrees to maintain records of all information that the Pool requires for computation of contributions, and to send copies of such records to the Pool at such times as the Pool reasonably requires.
- 2. The Named Member shall pay promptly all contributions or other payments to the Pool at such times and in such manner as shall be established by the Pool's Bylaws. Any delinquent payments shall be paid with interest as prescribed by the Pool's Bylaws.
- 3. The Named Member will be the payee for any return contributions or other payments the Pool pays.
- 4. If during the coverage period, there is a material change in the number or value of Autos owned or leased by the Named Member, the Named Member shall notify the Pool as soon as possible during the coverage period, and the

Pool may, at its discretion, adjust the contribution for this Coverage Document, in accordance with the Pool's rates and rating plans, as approved by the Pool's Board of Directors. If the earned contribution thus computed exceeds the advance contribution paid, the Named Member shall pay the excess to the Pool; if less, the Pool shall refund or credit to the Named Member the unearned portion paid.

K. TRANSFER OF THE NAMED MEMBER'S RIGHTS AND DUTIES UNDER THIS COVERAGE DOCUMENT

- The Named Member's rights and duties under this Coverage Document may not be transferred without the Pool's written consent, except in the case of death of an individual Covered Person.
- 2. If a Covered Person dies, his rights and duties will be transferred to his legal representative but only while acting within the scope of duties as his legal representative. Until that legal representative is appointed, anyone having proper temporary custody of the Covered Person's property will have his rights and duties but only with respect to that property.

L. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

- In the event of Accident, claim, Suit, or Loss, the Named Member and any Covered Person involved must give the Pool or the Pool's authorized representative prompt notice of the Accident or Loss. Include:
 - a. How, when and where the Accident or Loss occurred;
 - b. The name and address of all Covered Persons involved; and
 - c. To the extent possible, the names and addresses of any injured persons and witnesses.

If the Pool shows that failure to provide notice prejudices the Pool's defense, there is no liability coverage for any Covered Person under this Coverage Document.

- 2. Additionally, the Named Member and any other Covered Person involved must:
 - a. Assume no obligation, make no payment or incur no expense without the Pool's consent, except at the Covered Person's own cost.
 - b. Immediately send the Pool copies of any demand, notice, summons or legal paper received concerning the claim or Suit.

- c. Cooperate with the Pool in the investigation, settlement or defense of the claim or Suit.
- 3. No Covered Person will, without the Pool's written consent:
 - a. Assume or admit any liability; or
 - b. Waive, abridge, prejudice or fail to assert any right of sovereign or official immunity, limitation of liability, or other defense to liability for amounts otherwise payable under this Coverage Document.
- 4. In connection with any investigation the Pool may make regarding the applicability of this coverage for any claim or Suit under this Coverage Document, or the nature or extent of a claim or Suit payable under this Coverage Document, the Covered Person agrees to provide any relevant documents or records, submit to examination under oath at the Pool's request and give the Pool a signed statement of his or her answers, as often as the Pool may reasonably require.

M. LEGAL ACTION AGAINST THE POOL

No one may bring a legal action against the Pool under this Coverage Document until:

- There has been full compliance with all the terms of this Coverage Document; and
- The amount of the Covered Person's liability has been determined by a fully adversarial trial, or by a written agreement between the Covered Person, the claimant, and the Pool.

No one has the right under this Coverage Document to bring the Pool into an action to determine a Covered Person's liability.

N. TRANSFER OF RIGHTS OF RECOVERY AGAINST ANOTHER TO THE POOL

If any person or organization to or for whom the Pool makes payments under this Coverage Document has rights to recover Damages from another, those rights are transferred and assigned to the Pool. That person or organization must do everything necessary to secure the Pool's rights and must do nothing after an Accident or Loss to impair them.

O. SUBROGATION

If the Pool makes any payment under this Coverage Document, the Pool shall be subrogated to all of the Named Member's rights and indemnity or recovery, against

any individual, firm, corporation, organization, or any other person. The Named Member shall execute and deliver instruments and papers and do whatever else that is reasonably requested to advance the Pool's pursuit of its subrogation rights. Named Member will do nothing after any claim is made to prejudice the Pool's subrogation rights. The Pool shall be entitled to take over and conduct, in the name of the Member, for the Pool's own benefit, any claim or Suit to which the Pool is subrogated against any third party. The Pool may pursue or settle any claim or Suit for its own benefit at its sole discretion.

P. BANKRUPTCY

Bankruptcy or insolvency of a Covered Person or the Covered Person's estate will not relieve the Pool of any obligations under this Coverage Document.

Q. CONCEALMENT, MISREPRESENTATION OR FRAUD

This Coverage Document is void in any case of fraud by a Covered Person relating to it. It is also void if the Named Member intentionally conceals or misrepresents a material fact concerning:

- This coverage;
- 2. Any Auto;
- The Named Member's interest in an Auto; or
- 4. A claim under this Coverage Document.

R. LIBERALIZATION

If the Pool changes this Coverage Document to provide more coverage without additional contribution charge, the additional coverage will be effective as of the day indicated in the Pool's written notice of change to the Named Member.

S. OTHER COVERAGE OR INSURANCE

- 1. For any Auto the Named Member owns, this Coverage Document provides primary liability coverage. For any Hired Auto or Non-owned Auto used by the Named Member, the coverage provided by this Coverage Document is excess over any other collectible insurance. However, while an Auto which is a trailer is connected to another vehicle, the liability coverage this Coverage Document provides for the trailer is:
 - a. Excess while it is connected to a motor vehicle the Named Member does not own.

- b. Primary while it is connected to an Auto the Named Member owns.
- When this Coverage Document and any other coverage document or policy
 provide coverage on the same basis, either excess or primary the Pool will pay
 only the Pool's share which is the proportion that the Limits of Liability of this
 Coverage Document bears to the total of the limits of all the coverage forms
 and policies.

T. JURISDICTION AND VENUE

The validity and interpretation of this Coverage Document will be governed by the laws of the State of Texas. This Coverage Document is performable and enforceable in Travis County, Texas. The state courts in Travis County will be the sole and exclusive venue for any litigation, special proceeding, or other proceeding arising from the performance of this Coverage Document.

U. COVERAGE PERIOD, COVERAGE TERRITORY

Under this Coverage Document, the Pool covers Accidents and losses occurring:

- 1. During the Coverage Period shown in the CCD; and
- 2. Within the coverage territory.

The coverage territory is:

- 1. The United States of America;
- 2. The territories and possessions of the United States of America;
- 3. Puerto Rico;
- 4. Canada; and
- 5. Mexico, within 25 miles of the United States border subject to the Limits of Liability set forth in the CCD and Section III of this Coverage Document.

V. TWO OR MORE COVERAGE DOCUMENTS ISSUED BY THE POOL

If this Coverage Document and any other coverage document issued to the Named Member by the Pool apply to the same Accident, the aggregate maximum limits of liability under all such coverage documents shall not exceed the highest applicable limits of liability under any one coverage document. This condition does not apply to any coverage document issued by the Pool specifically to apply as excess insurance over this Coverage Document.

W. NO BENEFIT TO BAILEE PHYSICAL DAMAGE COVERAGE

The Pool will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provisions of this Coverage Document.

X. DEFENSE, SETTLEMENT AND ALLOCATION OF DAMAGES

- 1. Subject to all of the provisions contained in this Coverage Document, the Pool has the right and duty to defend any claim or Suit against the Named Member seeking Damages, even if a claim or Suit is groundless, false or fraudulent. The Pool shall have the right to incur Claims Expenses and to make an investigation and settlement of any claim or Suit as may be deemed expedient by the Pool and the Pool may settle any claim or Suit at its sole discretion and without the consent of the Named Member. The determination by the Pool as to any settlement and as to the reasonableness of settlements and Claims Expenses shall be conclusive on the Named Member. The Pool shall have the right, but not the obligation, to appeal any judgment adverse to the Named Member. Claims Expenses shall not be deducted from the Limits of Liability.
- The Pool shall have no obligation to pay sums the Named Member shall become legally liable to pay as claims or Damages that are not covered by this Coverage Document (including amounts in excess of any applicable sublimits) or to contribute to a settlement of any such claims or Damages. In negotiating any settlement or claim or Suit payment, the Pool shall have the right to request the Named Member make an appropriate contribution for uncovered claims or Damages. If both Damages covered by this Coverage Document and Damages not covered by this Coverage Document are incurred or are to be incurred because a claim or Suit made against the Named Member or Damages sought from the Named Member includes both covered and uncovered matters, the Pool and the Named Member will use their best efforts to determine a fair and appropriate allocation of Damages between that portion of Damages that is covered under this Coverage Document and that portion of Damages that is not covered under this Coverage Document. The Pool and the Named Member will take into account the relative legal and financial exposures of, and relative benefits obtained in connection with the defense or settlement of, the claim or Suit. In the event the Pool and the Named Member cannot reach an agreement as to an allocation of Damages, then the parties will each contribute the amount proposed by the Pool until a final amount is agreed upon or determined pursuant to the provisions of this Coverage Document and applicable law.
- 3. If, in the sole discretion of the Pool, employing the services of attorneys, investigators, or other persons to perform work and incur expenses on behalf of any Named Member, or the Pool, is deemed appropriate to protect Pool interests prior to the formal existence of a claim or Suit, the Pool has the right, but not the duty, to employ persons as a Pool operational expense.

- 4. The Pool shall have the right, but not the duty, to monitor and participate in the defense of any investigatory, administrative or disciplinary proceeding relating to any wrongful act of a Covered Person. Should the Pool elect to defend, monitor or participate under this provision, the election shall not constitute a waiver of any rights the Pool may have pursuant to any of the provisions of this Coverage Document.
- 5. If the Pool determines that the Limits of Liability under this Coverage Document may be insufficient to pay or settle any covered claims or Suits, or if there are multiple or competing claims or Suits against one or more Covered Persons, the Pool may, in its sole discretion, tender the remaining Limits of Liability available under this Coverage Document, either to the treasury of the Named Member, a person authorized to receive funds for the Named Member, or the registry of a court of competent jurisdiction and exhaust the Limits of Liability under this Coverage Document. Tender by the Pool of an amount that would exhaust the Limits of Liability shall terminate: (1) the Pool's liability to pay any amounts for unincurred Claims Expenses with regard to any claims or Suits; (2) the Pool's liability to pay any amount for Damages with regard to any claim or Suits.

SECTION V — DEFINITIONS

The following definitions shall apply wherever used in this Coverage Document.

- A. **Accident** means any event or series of events resulting in direct and accidental loss or damage including continuous or repeated exposure to the same conditions resulting in Bodily Injury or Property Damage.
- B. **Airbag** means a functioning Airbag designed to protect the occupant of a seat in an Automobile.
- C. Auto means a land motor vehicle, trailer or semitrailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include Mobile Equipment.
- D. **Beneficiary** means (in order of priority of payment):
 - 1. The surviving spouse if a resident in the same household as the deceased Covered Person at the time of the Accident, or
 - 2. If the deceased Covered Person is an unmarried minor, either of the surviving parents who had legal custody at the time of the Accident, or
 - 3. The estate of the deceased Covered Person.

E. **Bodily Injury** means Bodily Injury, sickness or disease sustained by a person including death resulting from any of these.

F. Claims Expenses means:

- 1. Fees incurred by the Pool for an attorney designated by the Pool;
- 2. All other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a claim or Suit, if incurred by the Pool, except for those fees, costs, and expenses of the Texas Association of Counties, or expenses of a claims adjustment contractor for the Pool;
- 3. Fees charged by any attorney designated by the Named Member with the written consent of the Pool, but only as to those fees incurred after receipt by Named Member of written consent from the Pool.
- G. **Covered Person** means any person or organization qualifying as a Covered Person in Section I, A. Who Is Covered provision of this Coverage Document. Except with respect to the Limits of Liability, the coverage afforded applies separately to each Covered Person who is seeking coverage or against whom a claim or Suit is brought.
- H. Contributions and Coverage Declarations (CCD) means the document that sets forth the specific indication of coverage, limits, and deductibles, Contributions and special provisions elected by each Named Member, including any modifications made by issuance of any amendatory CCD or endorsement.
- I. **Coverage Document** means this agreement between the Pool and Named Member, including any endorsements
- J. Damages means any amount, within the limits of liability, a Covered Person is legally obligated to pay. This includes settlements, judgements, related court costs, and interest on any judgement unless otherwise excluded in this Coverage Document.
- K. Hired Auto means any Auto not owned by Named Member or a Covered Person which is rented under contract to the Named Member or Covered Person for 14 days or less and used to conduct Named Member's business. This does not include any Auto Named Member or a Covered Person leases, hires or borrows from any of Named Member's employees or members of the employees' households.
- L. **Loss** means direct and accidental loss or damage.

- M. **Mobile Equipment** means a vehicle that is not designated or used primarily to transport persons or property and that is only incidentally operated on a highway. The term includes the following:
 - Bulldozers, farm machinery, ditch digging apparatus, well boring apparatus, forklifts and other vehicles designed for use principally off public roads;
 - Vehicles maintained for use solely on or next to premises other than roads or streets, the Named Member owns or hires. However, any land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto) owned or hired by the Named Member is deemed an Auto and not Mobile Equipment if the only reason for considering it Mobile Equipment is that it is maintained for use exclusively on streets or highways owned by the Named Member.
 - 3. Vehicles that travel on crawler treads;
 - Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers.
 - 5. Vehicles not described in paragraphs 1, 2, 3, or 4 above that are not selfpropelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers.
 - 6. Vehicles not described in paragraphs 1, 2, 3, or 4 above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not mobile equipment but will be considered Autos:
 - a. Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing; or

- (3) Street cleaning;
- b. Cherry pickers and similar devices mounted on Automobile or truck chassis and used to raise or lower workers; and
- Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.
- N. Named Member means a county or other political subdivision so designated in the CCD.
- O. **Non-owned Auto** means any Auto Named Member borrows which is used in connection with Named Member's business. A borrowed Auto means an Auto owned by a Covered Person and used to conduct Named Member's business with Named Member's permission.
- P. **Official** means any duly-elected or appointed Official of the Named Member, but only while that person holds the office for which he or she was elected or appointed.
- Q. **Property Damage** means physical damage to or loss of use of tangible property.
- R. Seat Belt means manual or automatic safety belts or seat and shoulder restraints.
- S. **Suit** means a civil judicial proceeding in which Damages are alleged due to personal injury or Property Damage. Suit includes arbitration proceedings and any other dispute resolution proceedings in which personal injury or Property Damage is alleged and in which the Covered Person participates with the Pool's consent.
- T. **Volunteer** means a person who is neither an Official nor an employee of the Named Member, who is performing some act or service on behalf of the Named Member, at the Named Member's request. Volunteer does not include independent contractors.



AUTO PHYSICAL DAMAGE COVERAGE DOCUMENT

AUTOMOBILE PHYSICAL DAMAGE COVERAGE

Words and phrases that appear capitalized have special meaning. Refer to SECTION IV-DEFINITIONS

SECTION I - COVERED AUTOS

A. DESCRIPTION OF COVERED AUTOS

Upon renewal, the Autos described in the schedule of vehicles for which a Contribution charge is shown are covered by this Coverage Document.

B. AUTOS ACQUIRED AFTER THE COVERAGE DOCUMENT BEGINS

An Auto acquired after the coverage period begins will be a covered Auto for the coverage(s) shown on the CCD, only if:

- The Pool already covers all Autos owned by the Named Member for that coverage or if it replaces an Auto previously owned that had that coverage; or
- 2. The Named Member notifies the Pool in writing within 30 days after the Named Member acquires the Auto of its desire to cover it for that coverage.

SECTION II - PHYSICAL DAMAGE COVERAGE

A. COVERAGE

- The Pool will pay for Loss to a covered Auto or its equipment under:
 - a. Comprehensive Coverage. From any cause except:
 - (1) The covered Auto's collision with another object; or
 - (2) The covered Auto's overturn.
 - b. Collision Coverage. Caused by:
 - (1) The covered Auto's collision with another object; or
 - (2) The covered Auto's overturn.
- 2. Glass Breakage Hitting a Bird or Animal Falling Objects or Missiles

The Pool will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. Loss caused by hitting a bird or animal; and
- c. Loss caused by falling objects or missiles.

However, the Named Member has the option of having glass breakage caused by a collision to be reimbursed under the Auto's Collision Coverage.

- 3. Coverage Extension. The Pool will also pay up to \$20 per day to a maximum of \$600 for transportation expense incurred by the Named Member because of the total theft of a covered Auto of the private passenger type. The Pool will pay only for those covered Autos for which the Named Member carries Comprehensive Coverage. The Pool will pay for transportation expenses incurred during the period beginning 48 hours after the theft and ending when the covered Auto is returned to use or the Pool has paid for its Loss.
- 4. Rental Reimbursement. The Pool will reimburse Named Member in the event of Loss to a covered Auto for expenses incurred for the rental, not including any mileage or gasoline charges, of a substitute Auto of like kind and quality to the covered Auto where the covered Auto is unusable due to a covered Loss. We will pay only for those expenses incurred during the coverage period beginning 24 hours after the Loss and ending, regardless of the coverage period's expirations, with the lesser of the following number of days:
 - a. The number of days reasonably required to repair or replace the covered Auto; or
 - b. 30 days.

Our payment is limited to the lesser of the following amounts:

- a. Necessary and actual expenses incurred; or
- b. \$2,500.00

This coverage does not apply while there are spare or reserve Autos of like kind and quality to the covered Auto available to Named Member for its operations.

5. Unattached Equipment. For Losses to Unattached Equipment, the Pool will pay the lesser of \$10,000 or the Actual Cash Value of the Unattached Equipment as of the time of the Loss if the Unattached Equipment was:

- a. Used in the usual Course and Scope of the Named Member's business at the time of Loss; and
- b. Unusable due to a covered Loss to a covered Auto.

B. EXCLUSIONS

- The Pool will not pay for Loss caused by or resulting from any of the following. Such Loss is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the Loss.
 - a. Nuclear Hazard
 - (1) The explosion of any weapon employing atomic fission or fusion; or
 - (2) Nuclear reaction or radiation, or radioactive contamination, however caused.
 - b. War or Military Action
 - (1) War or Military Action
 - (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. Other Exclusions

- a. The Pool will not pay for Loss to equipment or custom furnishings permanently installed in or to a covered Auto unless the equipment or custom furnishing was:
 - Used in the usual Course and Scope of Named Member's business; and
 - (2) The value of the equipment or custom furnishing was reported to the Pool prior to the Loss and included in the Contribution of this coverage.
- b. The Pool will not pay for Loss caused by or resulting from wear and tear, freezing, mechanical or electrical breakdown.
- c. The Pool will not pay for blowouts, punctures or other road damage to

tires.

C. LIMITS OF LIABILITY

The Pool's maximum Limits of Liability from any one Accident will not exceed the lesser of the Actual Cash Value of the covered Auto at the time of Loss or the cost of repairing or replacing the covered Auto with one of like kind and quality.

D. DEDUCTIBLE

For each covered Auto, the Pool's obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the CCD, except, the applicable deductible will be waived if Named Member elects to repair rather than replace damaged glass.

SECTION III - CONDITIONS

A. LOSS CONDITIONS

APPRAISAL FOR PHYSICAL DAMAGE LOSS.

If the Named Member and the Pool disagree on the amount of Loss, either may demand an appraisal of the Loss. In this event each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the Actual Cash Value and amount of Loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If the Pool submits to an appraisal, the Pool will still retain its right to deny this claim.

2. DUTIES IN THE EVENT OF ACCIDENT OR LOSS

- a. In the event of Accident or Loss, the Named Member must give the Pool or the Pool's authorized representative prompt notice of the Accident or Loss. Include:
 - (1) How, when and where the Accident or Loss occurred;
 - (2) The Named Member's name and address; and
 - (3) To the extent possible, the names and addresses of any witnesses.

- b. Additionally, the Named Member must:
 - (1) Assume no obligation, make no payments or incur no expense without the Pool's consent, except at the Named Member's own cost.
 - (2) Cooperate with the Pool in the investigation or settlement of the claim.
- c. If there is Loss to a covered Auto or its equipment, the Named Member must also do the following:
 - (1) Promptly notify the police if the covered Auto or any of its equipment is stolen.
 - (2) Take all reasonable steps to protect the covered Auto from further damage. Also keep a record of expenses for consideration in the settlement of the claim.
 - (3) Permit the Pool to inspect the covered Auto and records proving the Loss before its repair or disposition.
 - (4) Agree to examination under oath at the Pool's request and give the Pool a signed statement of the Named Member's answers.
- 3. LEGAL ACTION AGAINST THE POOL

No one may bring a legal action against the Pool under this Coverage Document until there has been full compliance with all the terms of this Coverage Document.

4. LOSS PAYMENT — PHYSICAL DAMAGE COVERAGES

At the Pool's option, the Pool may:

- a. Pay for, repair or replace damaged or stolen property.
- b. Return the stolen property at the Pool's expense. The Pool will pay for any damage that results to the Auto from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.
- TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO THE POOL

If any person or organization to or for whom the Pool makes payment under

this Coverage Document has rights to recover damages from another, those rights are transferred and assigned to the Pool. That person or organization must do everything necessary to secure the Pool's rights and must do nothing after Accident or Loss to impair them.

6. SUBROGATION

If the Pool makes any payment under this Coverage Document, the Pool shall be subrogated to all of the Named Member's rights and indemnity or recovery, against any individual, firm, corporation, organization, or any other person. The Named Member shall execute and deliver instruments and papers and do whatever else that is reasonably requested to advance the Pool's pursuit of its subrogation rights. Named Member will do nothing after any claim is made to prejudice the Pool's subrogation rights. The Pool shall be entitled to take over and conduct, in the name of the Named Member, for the Pool's own benefit, any claim to which the Pool is subrogated against any third party. The Pool may pursue or settle any claim for its own benefit at its sole discretion.

B. GENERAL CONDITIONS

1. CONCEALMENT, MISREPRESENTATION OR FRAUD

This Coverage Document is void in any case of fraud by the Named Member relating to it. It is also void if the Named Member intentionally conceals or misrepresents a material fact concerning:

- This Coverage Document;
- b. The covered Auto; or
- c. The Named Member's interest in the covered Auto.

2. LIBERALIZATION

If the Pool revises this Coverage Document to provide more coverage without additional Contribution charge, the Named Member's Coverage Document will automatically provide the additional coverage as of the day the revision is effective.

NO BENEFIT TO BAILEE — PHYSICAL DAMAGE COVERAGES

The Pool will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provisions of this Coverage Document.

OTHER INSURANCE

When this Coverage Document and any other Coverage Document or policy covers on the same basis, either excess or primary, the Pool will pay only the Pool's share. The Pool's share is the proportion that the Limit of Insurance of the Pool's Coverage Document bears to the total of the limits of all the Coverage Documents and policies covering on the same basis.

5. COVERAGE PERIOD, COVERAGE TERRITORY

Under this Coverage Document, the Pool covers Accidents and Losses occurring:

- a. During the coverage period shown in the CCD; and
- b. Within the coverage territory.

The coverage territory is:

- a. The United States of America;
- b. The territories and possessions of the United States of America;
- c. Puerto Rico;
- d. Canada; and
- e. Mexico not to exceed 25 miles from the U.S. border.

The Pool also covers Loss to, or Accidents involving, a covered Auto while being transported between any of these places.

6. REPORTING PROVISION

The Named Member agrees to furnish the Pool with an updated vehicle schedule. The schedule shall include a current listing of Autos which are to be covered under the Coverage Document. The vehicle schedule shall be the basis for coverage for the upcoming coverage period and shall become a part of the Coverage Document. Additionally, the Contribution for the upcoming coverage period shall be calculated using the updated vehicle schedule and rates in effect at the beginning of the coverage period.

7. CANCELLATION

The Named Member may cancel this Agreement by notice to the Pool; upon surrender of the Coverage Document the Pool shall refund short rate unearned paid Contributions. The Pool may cancel this Agreement by giving the Named Member sixty days written notice; such notice shall state the pro rata unearned paid Contribution, and if not tendered, will be refunded on demand.

SECTION IV — DEFINITIONS

- A. **Accident** includes continuous or repeated exposure to the same conditions resulting in a Loss or damage.
- B. **Actual Cash Value** means the amount it would cost to repair or replace the Named Member's property, on the date of Loss, with material of like kind and quality, with proper deduction for obsolescence and physical depreciation. Actual Cash Value is computed by subtracting the depreciation of the lost or damaged covered Auto from the actual replacement cost, using material of like kind and quality, of the covered Auto at the time of Loss.
- C. Agreement means the Interlocal Participation Agreement executed between the Pool and the Named Member, designating those coverages and deductibles elected by the Named Member, and incorporating the various Coverage Documents, the CCD, and any amendments to said Interlocal Participation Agreement.
- D. **Auto** means a land motor vehicle, trailer or semi-trailer designed for travel on public roads but does not include Mobile Equipment.
- E. **Contribution** means the amount paid by the Named Member to the Pool for this coverage.
- F. Contributions and Coverage Declarations (CCD) means the document that specifies the Named Member's coverage, limits of liability, deductibles and Czontributions and certain other conditions.
- G. **Course and Scope** means activity related to the furtherance of the affairs or business of the Named Member.
- H. **Coverage Document** means this Texas Association of Counties Risk Management Pool Auto Physical Damage Coverage Document that sets forth in detail the exact coverage provided under the Agreement and which may be incorporated therein by reference, as amended from time to time.
- Loss means direct and accidental Loss or damage.

- J. **Named Member** means the political subdivision or other Named Member shown in the CCD.
- K. **Mobile Equipment** means any of the following types of land vehicles, including any attached machinery or equipment:
 - 1. Bulldozers, farm machinery, forklifts and other vehicles designated for use principally off public roads;
 - 2. Vehicles maintained for use solely on or next to premises you own or rent;
 - 3. Vehicles that travel on crawler treads;
 - 4. Vehicles whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - Road construction or resurfacing equipment such as graders, scrapers or rollers.
 - 5. Vehicles not described in paragraph 1, 2, 3, or 4 above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers.
 - 6. Vehicles not described in paragraph 1, 2, 3, or 4 above maintained primarily for purposes other than the transportation of persons or cargo. However, selfpropelled vehicles with the following types of permanently attached equipment are not Mobile Equipment but will be considered Autos:
 - a. Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing; or
 - (3) Street cleaning.

- L. Pool means the Texas Association of Counties Risk Management Pool.
- M. **Unattached Equipment** means equipment that is not permanently attached to your scheduled Auto. This includes items used in the usual Course and Ccope of Named Member's business such as but not limited to laptops, firearms, and medical equipment.



LAW ENFORCEMENT LIABILITY COVERAGE DOCUMENT

LAW ENFORCEMENT LIABILITY COVERAGE

THIS IS A CLAIMS MADE COVERAGE DOCUMENT. PLEASE READ THE ENTIRE COVERAGE DOCUMENT CAREFULLY.

The Texas Association of Counties Risk Management Pool (Pool) was and is created to enable each Member to purchase coverage against liability Claims. This is not a contract of insurance, but is an agreement for liability coverage pursuant to the provisions of Chapter 119 of the Texas Local Government Code, and under Chapters 791 and 2259 of the Texas Government Code. Under this agreement, political subdivisions create and contribute to a Pool as an alternative to commercial insurance markets.

Except as may otherwise be provided, the coverage provided by this Coverage Document is limited to only those Claims THAT ARE FIRST MADE AGAINST THE MEMBER DURING THE COVERAGE DOCUMENT PERIOD AND TIMELY REPORTED TO POOL.

The Contribution and Coverage Declarations (CCD) issued to the Named Member by the Pool is part of this Coverage Document, subject to the terms, conditions, definitions, exclusions, and sublimits contained in this Coverage Document, any endorsements, and the Interlocal Participation Agreement (IPA).

Words and phrases that are capitalized have special meaning. Refer to SECTION II-DEFINITIONS

SECTION I - CLAIMS MADE COVERAGE AGREEMENT: PAYMENT AND DEFENSE

In consideration of the Member's contribution to the Pool and in reliance upon the representations made by Member in the Application and any Renewal Application for this coverage, and subject to all provisions contained in this Coverage Document, including any endorsements, the Pool agrees as follows:

A. WHAT WE WILL PAY

The Pool will pay on behalf of the Member, subject to all provisions contained in this Coverage Document, including Section I.B., below, any sums which the Member shall become legally obligated to pay as Damages or Claims Expenses by reason of errors, omissions or negligent acts stated in a Claim, which arise out of the conduct of Law Enforcement Activities of Member and result in:

Personal Injury; Bodily Injury; Property Damage; or Violation of Civil Rights

PROVIDED ALWAYS that the following are true:

- 1. Notice of Claim occurs during the Coverage Document Period;
- 2. Notice is provided by the Member to the Pool during the Coverage Document Period (or during the Optional Extended Reporting Period, if applicable);
- The error, omission or negligent act for which Claim is first made happened during the Coverage Document Period or on or after the retroactive date in the CCD; provided, however that if the Wrongful Act happened before the Coverage Document Period, the Named Member did not give notice to any prior insurer or coverage provider; and
- 4. The Member had no knowledge or reason to believe at the inception of the Coverage Document Period or any extensions or renewals that any error, omission or negligent act was likely to result in a Claim being made against any Member.

B. DEFENSE, SETTLEMENT AND ALLOCATION OF DAMAGES

- Subject to all of the provisions contained in this Coverage Document, including Sections I.B.4 and I.B.5, the Pool has the right and duty to defend any Claim arising out of the categories of conduct enumerated above brought against the Member, alleging an error, omission or negligent act and seeking Damages, even if a Claim is groundless, false or fraudulent. The Pool shall have the right to incur Claims Expenses and to make an investigation and settlement of any Claim or suit as may be deemed expedient by the Pool and the Pool may settle any Claim at its sole discretion and without the consent of the Member. The determination by the Pool as to any settlement and as to the reasonableness of settlements and Claims Expenses shall be conclusive on the Member. The Pool shall have the right, but not the obligation, to appeal any judgment adverse to the Member.
- 2. The Pool shall have no obligation to pay sums the Member shall become legally liable to pay as Claims or Damages that are not covered by this Coverage Document (including amounts in excess of any applicable sublimits) or to contribute to a settlement of any such Claims or Damages. In negotiating any settlement or Claim payment, the Pool shall have the right to request the Member make an appropriate contribution for uncovered Claims or Damages. If both Damages covered by this Coverage Document and Damages not covered by this Coverage Document are incurred or are to be incurred because a Claim made against the Member or Damages sought from the Member includes both covered and uncovered matters, the Pool and the Member will use their best efforts to determine a fair and appropriate allocation of Damages between that portion of Damages that is covered under this Coverage Document and that portion of Damages that is not covered under this Coverage Document. The Pool and the Member will take into account the relative legal and financial exposures of, and

relative benefits obtained in connection with the defense or settlement of, the Claim. In the event the Pool and the Member cannot reach an agreement as to an allocation of Damages, then the parties will each contribute the amount proposed by the Pool until a final amount is agreed upon or determined pursuant to the provisions of this Coverage Document and applicable law.

- 3. a. Upon written request to the Pool by Named Member for pre-Claim involvement of Pool prior to the formal existence of a Claim, the Pool has the right, but not the duty, to designate attorneys, investigators, or other persons to perform work and incur expenses on behalf of the Named Member where the Pool anticipates a Claim.
 - b. If, in the sole discretion of the Pool, employing the services of attorneys, investigators, or other persons to perform work and incur expenses on behalf of any Member or the Pool is deemed appropriate to protect Pool interests prior to the formal existence of a Claim, the Pool has the right, but not the duty, to employ persons as a Pool operational expense.
- 4. The Pool shall have the right, but not the duty, to monitor and participate in the defense of any investigatory, administrative or disciplinary proceeding relating to any Law Enforcement Activity of the Member. Should the Pool elect to defend, monitor or participate under this provision, this election shall not constitute a waiver of any rights the Pool may have pursuant to any of the provisions of this Coverage Document.
- 5. If the Pool determines that the Limits of Liability under this Coverage Document may be insufficient to pay or settle any covered Claim or Claims, or if there are multiple or competing Claims against one or more Members, the Pool may, in its sole discretion, tender the remaining Limits of Liability available under this Coverage Document, either to the treasury of the Named Member, a person authorized to receive funds for the Named Member, or the registry of a court of competent jurisdiction and exhaust the Limits of Liability under this Coverage Document. Tender by the Pool of an amount that would exhaust either the Limits of Liability or the Aggregate shall terminate: (1) the Pool's liability to pay any amounts for unincurred Claims Expenses with regard to any Claim or Claims; (2) the Pool's liability to pay any amount for Damages with regard to any Claim or Claims.
- 6. Exhaustion of the amount designated as Aggregate in the CCD terminates: (1) the Pool's duties to defend any Member in connection with any Claims made against Member after the exhaustion of the Aggregate; and (2) the Pool's liability to pay any amounts for Claims Expenses or Damages for any Claims or Claims.
- The Pool will provide, subject to the other provisions of the Coverage Document, a defense to a fraud, dishonesty, or malicious or criminal act or

omission Claim against a Member that is excluded under Section IV.A.2; provided, however that the Pool's obligation is limited to the defense of the Named Member or any Member not identified as the perpetrator of the fraud, dishonesty, or malicious or criminal act or omission. The Pool has no duty to indemnify any Member for sums the Member becomes legally obligated to pay as Damages if the Member consented to or had knowledge of the fraud, dishonesty, or malicious or criminal acts or omissions. All Claims against a Member identified as the perpetrator of the fraud, dishonesty, or malicious or criminal act or omission subject to Section IV.A.2 for Damages arising from the fraud, dishonesty, or malicious or criminal acts or omissions are specifically excluded from coverage.

8. Claims Expenses shall not be deducted from the Limits of Liability.

SECTION II - DEFINITIONS

- A. **Aircraft** means any machine capable of flight, including an airplane, helicopter, glider, balloon or aerial vehicle that is not controlled by a person from within or on the aerial vehicle.
- B. Aggregate means the Pool's total liability for Damages resulting from all Claims first made against the Members during the Coverage Document Period and shall not exceed the amount stated in the CCD as Aggregate regardless of the time when the Claim is paid. If the Member exercises the right to purchase the Optional Extension Coverage, the Aggregate limit for the Optional Extended Reporting Period shall be no more than that which remains of the Aggregate limit from the immediately preceding Coverage Document Period.
- C. **Bodily Injury** means physical injury to any person (including death) and mental anguish associated with or arising from a physical injury.
- D. **Civil Rights** means a person's rights under the United States constitution or any state constitution, or laws affording a right of action for Damages by reason of invasion of a Civil Right or liberty.
- E. **Claim** means a demand received by the Member specifically for money Damages, including punitive or exemplary Damages, against the Member.

Claims based on or arising out of the same error, omission, or negligent act or interrelated errors, omissions or negligent acts, involving one or more of the Members, shall be considered a single Claim, and a Claim so considered shall be deemed to have been made solely during the one Coverage Document Period which includes the time the Claim is initially made.

F. Claims Expenses means:

- 1. Fees incurred by the Pool for an attorney designated by the Pool;
- All other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a Claim, if incurred by the Pool, except for those fees, costs, and expenses of the employees of the Texas Association of Counties, or expenses of a Claims adjustment contractor for the Pool;
- 3. Fees charged by any attorney designated by the Member with the written consent of the Pool, but only as to those fees incurred after receipt by Member of written consent from the Pool; and
- 4. Expenses incurred where the Pool, in accordance with Section I.B.3.a. of this Coverage Document, responds to a written request by Named Member for pre-Claim involvement of the Pool prior to the formal existence of a Claim to perform work and incur expenses on behalf of the Named Member.
- G. **Contribution and Coverage Declarations** (CCD) means the document that sets forth the specific indication of the coverage, limits and deductibles, Contributions and special provisions elected by each Member, including any modifications made by issuance of any amendatory CCD or endorsement.
- H. **Coverage Document** means this agreement between the Pool and Member, including any endorsements.
- I. Coverage Document Period means that one-year period designated in the CCD, unless otherwise specified, or the period as shortened by termination, if any.
 - If the Optional Extended Reporting Period coverage is purchased by the Member, it shall in no way increase the Coverage Document Period or any renewal, except that any Optional Extended Reporting Period shall be included in the previous Coverage Document Period for purposes of application of the Aggregate limit of the Pool's liability.
- J. Damages means actual and compensatory money Damages only, including punitive damages, arising out of an error, omission or negligent act of Member, and does not include;
 - 1. Penalties, fines, restitution of any kind or sanctions:
 - 2. Attorney's fees and any costs, charges, fees or expenses of litigation if any are demanded from Member without an accompanying demand for other relief which would constitute Damages, or that portion of any attorney's fees and any costs, charges, fees or expenses of litigation demanded from Member which may be attributed or allocated to a Claim or any part of a Claim excluded under this

Coverage Document (including any part of a Claim that exceeds a sublimit imposed under this Coverage Document), to any demand for relief other than for actual or compensatory Damages, or to any demand or matter not covered under this Coverage Document.

- K. Effective Date means the date the Coverage Document becomes effective in a Coverage Document Period. The Effective Date of any renewal of this Coverage Document shall be considered the Effective Date of a new Coverage Document Period.
- L. Law Enforcement Activity means all activities performed within the scope of the official duties of the law enforcement officers, public employees, public officials, and volunteers of each Law Enforcement Department or Agency set forth in the CCD.
- M. **Limits of Liability** the Limits of Liability of the Pool for payment of Damages shall be the applicable Limit shown in the CCD under Limits of Liability.
- N. **Member** means only the following:
 - 1. The Named Member;
 - 2. Each Law Enforcement Department or Agency named in the CCD and which is duly constituted and operating under the jurisdiction of the Named Member;
 - The individual law enforcement officers or other employees or volunteers of each Law Enforcement Department or Agency set forth in the CCD as are regularly employed or officially engaged in Law Enforcement Activities for the Department or Agency.
 - 4. Other public officials, employees and volunteers of Named Member, excluding the District Attorney or the District Judge, but only with respect to a Claim or Claims arising out of errors, omissions or negligent acts of:
 - The Law Enforcement Departments or Agencies named in the CCD and only with respect to the activities of these persons while in furtherance of the Law Enforcement Activities of the Named Member; or
 - Public officials of the Named Member in the making of the decisions concerning the budgeting or other provision of county funds for the conduct of activities of Law Enforcement Departments or Agencies named in the CCD.
 - 5. The Juvenile Board, but only if the Juvenile Board serves only the Named Member's county. If the Juvenile Board serves more than one county, the Juvenile Board is a Member only if each county represented on the Juvenile Board is a Member of the Pool. The individuals serving on the Juvenile Board

are Members only if they are officials or employees or volunteers of the Named Member.

- O. **Named Member** means a county or other political subdivision so designated in the CCD.
- P. **Notice of Claim** means one of the following, whichever occurs first:
 - For a lawsuit against the Member, notice of the suit by service of process or otherwise; or
 - 2. The Member obtains or receives knowledge or reason to believe that any error, omission or negligent act may reasonably be expected to result in a Claim.
- Q. Optional Extension Coverage means the optional coverage that may be purchased if the Pool, or the Named Member, cancels or refuses to renew this Coverage Document, subject to the conditions as set forth in Section VI of this Coverage Document.
- R. **Optional Extended Reporting Period** means the period for which the Named Member elects to purchase Optional Extension Coverage.
- S. **Personal Injury** means:
 - 1. False arrest, false imprisonment, wrongful detention, wrongful eviction, wrongful entry or other invasion of the right of private occupancy, or malicious prosecution;
 - 2. Wrongful or improper service of process; and
 - 3. Libel, slander, defamation of character, or violation of an individual's right of privacy.
- T. **Pool** means the Texas Association of Counties Risk Management Pool.
- U. **Property Damage** means:
 - 1. Physical injury to or destruction of tangible property, including the loss of use; or
 - Loss of use of tangible property which has not been physically injured or destroyed;

excluding effects on any real or personal property, whether direct or indirect or consequential, which do not constitute physical injury, destruction or loss of use of property.

SECTION III – LIMITS OF LIABILITY

The following Limits of Liability apply unless otherwise stated on the CCD.

A. LIMITS OF LIABILITY

Regardless of the number of:

- 1. Members involved in a Claim,
- 2. Persons or entities who sustain Damages, or
- 3. Claims made,

exhaustion of the Limits of Liability shown in the CCD shall terminate the Pool's liability to pay any Damages or Claims Expenses. The Pool shall never be required to pay Damages in excess of the applicable Limits of Liability shown in the CCD in connection with any Claim or Claims.

Claims based on or arising out of the same or related acts, errors, omissions or events involving one or more Members shall be considered a single Claim and only one deductible and one Limits of Liability shall be applicable to the Claim. If Member has, or is a beneficiary of, other Coverage Documents through the Pool, the Pool shall not be required to pay an amount in excess of the appropriate Limits of Liability shown in the CCD in connection with any Claim. The Pool and the Named Member agree that Pool coverage does not combine with respect to payment of Damages or Claims Expenses.

The Pool's total liability for Damages for all Claims during any one Coverage Document Period shall never exceed the Aggregate stated in, Limits of Liability, of the CCD.

Tender by the Pool of an amount that would exhaust either the Limits of Liability for any Claim or the Aggregate Limits of Liability applicable to all Claims to the treasury of the Named Member, a person authorized to receive funds for the Named Member, or the registry of a court of competent jurisdiction, shall terminate the Pool's liability to pay any amounts for Damages or Claims Expenses with regard to the Claim or Claims.

B. SUPPLEMENTARY PAYMENTS

The Pool will pay, in addition to the applicable Claims Expenses and the Limits of Liability, as shown in CCD:

1. Expenses incurred by the Texas Association of Counties employees, or Claims adjustment contractors in the monitoring and supervision of Claims;

- 2. Interest, but only on that portion of any judgment which does not exceed the Pool's Limits of Liability, which accrues after entry of the judgment and before the Pool has paid or tendered or deposited into the court registry that portion of the judgment which is the Pool's liability;
- 3. Up to \$250 per bond premium on appeal bonds in any suit defended by the Pool and up to \$250 premium on bonds to release attachments in any suit, for an amount not in excess of the Limits of Liability. However, in accordance with its discretionary right to appeal, the Pool shall have the right, but not the obligation, to apply for or furnish any appeal bond.

C. DEDUCTIBLE

The Pool will pay only those Damages and Claims Expenses, with regard to a Claim, which are in excess of the Deductible amounts stated in the CCD. The Deductible amount stated in the CCD shall be borne by Named Member and shall not be borne by the Pool. The Named Member is wholly responsible for paying the entire Deductible shown in the CCD. A Member, other than the Named Member, has no personal responsibility for paying any portion of the Deductible, and is fully covered for the amount of any liability not in excess of \$100,000, as referenced in Texas Civil Practices and Remedies Code Section 108.002.

At the option and discretion of the Pool, the Pool may pay all or part of the Deductible amount to effect settlement, and, upon notification to the Named Member, Named Member shall promptly reimburse the Pool for all expenditures. If the Pool pays any Claims Expenses which fall within the Deductible amount stated in the CCD, the Named Member, upon notification, shall promptly reimburse the Pool for all expenditures.

The Deductible amount stated in the CCD shall be applicable to each Claim and request for pre-Claim assistance under Section I.B.2.a involving each Member and shall include payments for Damages and Claims Expenses.

SECTION IV - EXCLUSIONS

- A. THIS COVERAGE DOCUMENT DOES NOT APPLY TO: Claims arising out of, in whole or in part, directly or indirectly, or arising in concurrent cause with the following:
 - The ownership, operation, management, use, control, repair, maintenance, demonstration, loading or unloading, or entrustment to others of any motor vehicles of any kind, Aircraft, watercraft, or any motor driven equipment, and any policies, practices, customs, usages or procedures related to the above.
 - 2. Fraud, dishonesty, or malicious or criminal act or omission of any Member who committed, consented to, or had knowledge of the fraud, dishonesty, or

malicious or criminal act or omission. This exclusion does not apply to an act that is an element of a Claim of malicious prosecution. The Pool will provide a defense under the terms of this Coverage Document in any Claim or lawsuit arising or resulting from fraud or dishonesty or any malicious or criminal act by a Member performing a Law Enforcement Activity, who is not identified as the perpetrator of the fraud, dishonesty, or malicious or criminal act and is sued in his or her official capacity only. This exclusion does not apply to a Claim against a Member that seeks to impose personal liability on the Member for actions he or she takes under color of state law.

- 3. Unfair, discriminatory or unlawful practices relating to employment or to applicants for employment, trainees or volunteers; any errors, omissions or negligent acts relating to employment, including the processes of hiring and firing and the provision of wages and benefits; any work-related Bodily Injury of a Member for which a Claim for Workers' Compensation could be made.
- 4. Continuous or repeated exposure to the same or similar conditions in which any exposure existed or happened before the Coverage Document Period or the retroactive date set forth in the CCD, if any.
- 5. Any interference with or violation of property rights or a reduction or loss in the value of real or personal property other than Property Damage; inverse condemnation, takings as understood under any law, adverse possession, dedication by adverse use or nuisance; or the intentional, negligent or accidental discharge, disbursal, release or escape of pollutants, or potential pollutants including smoke, vapors, soot, fumes, acids, alkalis, toxins, pathogens, chemicals, particulates, fibers, radioactivity or radiation, whether thermal, thermonuclear or otherwise, solids, liquids or gases, waste materials or irritants, contaminants, or other pollutants or potential pollutants of any kind into or upon land, any area below ground, air, the atmosphere, or water; nor to demands or actions arising from any governmental direction or request that the Member test for, monitor, clean up, remove, contain, analyze, examine, treat, detoxify or neutralize pollutants or potential pollutants. Except that tear gas, mace or similar substances are not considered pollutants or potential pollutants when used or handled in the performance of a Law Enforcement Activity.
- 6. Any premise defect on the real property of Member or on real property under the control of Member.
- 7. The performance or non-performance of judicial acts or judicial duties; nor to the performance or non-performance of prosecutorial acts or prosecutorial duties.

B. THIS COVERAGE DOCUMENT ALSO DOES NOT APPLY TO:

 Any Claim which alleges, involves or arises from any liabilities, responsibilities, duties or activities assumed, undertaken or accepted by any Member pursuant to any contract or agreement whether written, oral, or implied. This exclusion does not apply to Claims brought against a Member that are otherwise covered under this Coverage Document that arise from the Law Enforcement Activities of an employee of the Named Member pursuant to a mutual law enforcement assistance agreement, so long as the employee has been assigned to perform the activities as part of his or her employment with the Named Member.

For the purposes of this Section, **Employee** means an individual who: (1) is deputized *or* appointed by either the governing body *or* an elected official of the Named Member; (2) is paid a salary by the Named Member; and (3) is entitled to receive as compensation from the Named Member the same benefits afforded to other employees of the Named Member. This Section does not provide coverage to any individual who is not an employee of the Named Member as defined in this Section.

This Coverage Document does not provide coverage to any entity other than the Named Member. Coverage is not provided for any entity that is created by a mutual law enforcement assistance agreement to which the Named Member is a party. Coverage is not provided to any other entity that enters into a mutual law enforcement assistance agreement with the Named Member. The terms of a mutual law enforcement assistance agreement do not become a part of this Coverage Document.

- 2. Any act, service, or duty for which an individual Member is being compensated or otherwise engaged other than by a Law Enforcement Department or Agency or other Agency named in the CCD. Except that a Claim arising out of performance of a Law Enforcement Activity performed by Member during a period of time for which the Member receives compensation from other than Named Member is not excluded if: (a) performance of the Law Enforcement Activity is undertaken on behalf of the Named Member; and (b) the Law Enforcement Activity and compensation are authorized by Named Member;
- 3. Any Claim for the return of money or other property seized, held, auctioned or sold by Member, including any forfeited money or other property or for the value of the money or other property;
- 4. Demands or actions seeking equitable relief, or redress in any form other than money Damages; actions or demands for costs, charges, attorney's fees or other fees or expenses in relation to any action, suit or proceeding seeking relief or redress in any form other than money Damages; or any investigatory, administrative, disciplinary, or criminal proceeding against a Member;
- 5. Any Claim by or through any Member against another Member, either individually or collectively; any Claim by any public official on behalf of a Member against any Member; any Claim by any public official or any governmental department or agency against any Member; any Claim by a volunteer engaged in activities for

any Member against any Member; or any Claim which alleges or involves Property Damage to property of any Member or to property of any employee, Official, agent or Volunteer of the Member arising out of or in the course of activity with or employment by the Member, including loss of use of property. For the purpose of this exclusion, the term Member includes an individual who was a Member at the time the Claim arose.

6. Any medical malpractice Claim, including a health care liability Claim as defined in Section 74.001 of the Texas Civil Practice & Remedies Code, against a physician, physician's assistant or other health care provider.

C. PRIVACY OR SECURITY EVENT LIABILITY AND EXPENSE COVERAGE EXCLUSION

- This Coverage Document does not provide coverage for any liability, loss, penalty or expense arising directly or indirectly from any Privacy or Security Event.
- 2. For purposes of this exclusion the following definitions apply:

Computer System means computers and associated input and output devices, data storage devices, networking equipment and backup facilities:

- a. Operated by and either owned by or leased to any Member; or
- b. Operated by a third party service provider and used to provide hosted computer application services to the Member or for processing, maintaining, hosting or storing the Member's electronic data pursuant to a written contract with the Member for such services.

Personal Information means an individual's name in combination with one or more of the following:

- Information concerning the individual that constitutes "nonpublic personal information" as defined in the Gramm-Leach Bliley Act of 1999, as amended, and implementing regulations;
- Medical or health care information concerning the individual, including without limitation protected health information as defined in the Health Insurance Portability and Accountability Act of 1996, as amended, and implementing regulations;
- The individual's Social Security number, driver's license or state identification number, credit, debit, or other financial account numbers and associated security codes, access codes, passwords or personal

identification numbers that allow access to the individual's financial account information; or

d. Other nonpublic personally identifiable information, as protected under any local, state, federal or foreign law;

Provided, however, Personal Information does not include information that is lawfully available to the public, including without limitation information lawfully available from any Member or any local, state, federal or foreign governmental entity.

Privacy or Security Event means:

- a. The actual or reasonably suspected theft, Loss or unauthorized disclosure of or access to Personal Information in the care, custody or control of the Named Member or Covered Person or for which the Named Member or Covered Person is legally responsible, regardless of whether such Personal Information is maintained in electronic, paper or any other format; or
- b. A violation or failure of the security of a Computer System, including but not limited to unauthorized access, unauthorized use, a denial of service attack or receipt or transmission of malicious code.

SECTION V – CONDITIONS

A. COMPLIANCE WITH CONDITIONS

If any Member materially breaches any warranty or materially fails to satisfy any condition of this Coverage Document, whether or not the Pool is actually prejudiced, there shall be no coverage, including any obligation to defend, for any Member as to the particular Claim or action in connection with which the breach occurred.

B. CCD

The CCD issued by Pool for any Coverage Document Period constitutes terms and conditions for that Coverage Document Period, and constitutes part of the Coverage Document for the Coverage Document Period. In the case of an extension of coverage, the CCD may be issued in the form of an extension endorsement.

C. DELIVERY OF THIS COVERAGE DOCUMENT

Delivery of this Coverage Document to the Named Member shall be considered delivery to each Member and the Named Member is authorized by each Member to accept delivery on the Member's behalf.

D. APPLICATION FOR COVERAGE

The Application and any Renewal Application for this coverage submitted to the Pool, which is signed by the Named Member or its authorized representative, is part of this Coverage Document for purposes of reliance by the Pool on information contained in the Application. Any substantial mistake or misrepresentation in an Application for coverage which is relied upon by the Pool terminates all the obligations of the Pool under this Coverage Document, including those of payment and defense. The Pool may, at its sole option, elect to waive termination of any part of its obligations.

E. ASSISTANCE AND COOPERATION OF THE MEMBER.

- 1. The Member shall, without charge to the Pool, provide and assist and cooperate with the Pool in obtaining (whether by discovery in pending litigation against the Member or otherwise) truthful and accurate information pertaining to a Claim and Damages, including information bearing on the existence or nonexistence of coverage for the Claim or Damages under this Coverage Document, and for these purposes shall (a) upon the request of the Pool, or its authorized representative, submit to examination under oath by a representative of the Pool, (b) attend and participate in hearings, (c) attend and testify truthfully in depositions and trials, and (d) assist in effecting settlement, securing and giving evidence, obtaining the attendance of witnesses in the conduct of suits, in giving accurate and truthful written statements to the Pool's representatives and meeting with the Pool's representatives for the purposes of investigation and defense and for determining whether the Claim or Damages are covered under this Coverage Document.
- 2. The Member shall not, except at its own cost, make any payment, assume or admit any liability, waive any defense or settle any Claim or action or incur any expense, without the prior written consent of the Pool. Any liabilities admitted, assumed or settled, defenses waived or any payments made, or expenses, including legal expenses, incurred by Member, without prior written consent of the Pool, shall be the sole obligation of the Member.
- 3. Further, the Member shall not demand, or agree to, arbitration or mediation of any Claim made against the Member without prior written consent of the Pool.
- 4. Each Member agrees to cooperate with the Pool in the prosecution of Claims, suits, indemnity actions, cross-claims, and counterclaims as the Pool, in its sole discretion, shall deem to be appropriate with respect to any Claim or suit brought against any Member and each Member agrees to execute papers as are required to be executed in the defense of any action against any Member, or with respect to the prosecution of Claims, suits, indemnity actions, cross-claims, and counterclaims.
- The Named Member is authorized by each Member to give and receive all notices to and from the Pool on the Member's behalf.

F. NOTICE TO THE POOL

As a condition precedent under this Coverage Document, the Member shall:

- Promptly and as soon as reasonably practicable report to the Pool all events or occurrences that could reasonably be expected to result in the Pool being required to consider a Claim against Member, together with information concerning any particulars known by Members and including any reasonably obtainable information with respect to persons, events, locations and dates involved;
- Immediately upon receipt of a Claim or Notice of Claim by Member, and during the Coverage Document Period, provide the Pool written notice of any Claim or Notice of Claim made against the Member together with information concerning any particulars known by Members and including any reasonably obtainable information with respect to persons, events, locations and dates involved;
- If suit is brought against a Member, immediately forward to the Pool any demand, notice, summons or other process received directly or indirectly by the Member or by the Member's representative, along with a precise statement to the Pool of when the demand, notice, summons or other process was received, and by whom it was received;
- 4. Where conditions precedent in this paragraph require that notice be given to the Pool, immediately render the notice or report to the person or agent specifically designated by the Pool as authorized to receive notice for the Pool. The Pool and the Named Member expressly agree that only notice delivered to an authorized recipient for the Pool can satisfy any notice requirement.

G. ACTION AGAINST THE POOL.

- 1. No legal action may be brought against the Pool unless there has been full compliance with all terms of this Coverage Document. In addition, no action may be brought against the Pool in regard to any matter involving a Claim or suit or proceeding involving this Coverage Document until the amount of the Member's obligation with respect to the pertinent Claim or suit or proceeding has been finally established either by: (a) final judgment against the Member by the court of last resort after actual trial of the issues and appeal has been determined, or if the time to appeal has expired without an appeal having been taken; or (b) by written agreement of the Member, the Claimant and the Pool.
- Nothing contained in this Coverage Document shall give the Member or any
 person, firm, corporation or organization other than the Pool, any right to join the
 Pool as a party in any action or proceeding against the Member to determine the
 Member's liability.

3. Any action against the Pool by the Member or any other person must be brought within two years and one day after the cause of action accrues.

H. SUBROGATION

If the Pool makes any payment under this Coverage Document, the Pool shall be subrogated to all of the Member's rights of indemnity or recovery, against any individual, firm, corporation, organization, or any other person. The Member shall execute and deliver instruments and papers and do whatever else shall be reasonably requested to advance the Pool's pursuit of its subrogation rights, and Members shall do nothing after any Claim is made to prejudice the Pool's rights. The Pool shall be entitled to take over and conduct, in the name of the Member, for the Pool's own benefit, any Claim to which the Pool is subrogated against any third party. The Pool may pursue or settle any Claim for its own benefit at its sole discretion.

I. CANCELLATION OR NON-RENEWAL

- Either party to this Coverage Document may cancel or non-renew this
 Document by giving notice of such intent to the other party. The notice must be
 in writing and must be delivered by certified mail, return receipt requested via
 U.S. Mail to the other party. Except for notice of cancellation or non-renewal by
 the Pool for nonpayment of Contributions, such notice must be given not less
 than 60 days prior to the effective date of cancellation.
- 2. The Pool may, in the Pool's sole discretion, permit the Named Member, upon the Named Member's written request, to terminate this Coverage Document by giving the Pool not less than 30 days' notice.
- 3. Notice of cancellation by the Named Member must be addressed to:

Texas Association of Counties Risk Management Pool

Attn: Member Services

P.O. Box 2131

Austin. Texas 78768-2131

- 4. The Pool may cancel or non-renew this Coverage Document:
 - For nonpayment of Contributions, unless other provision for payment has been made by express written agreement between the Named Member and the Pool;
 - b. If there is an increase in risk or hazard within the Named Member's control which would result in an increase in the rate or amount of Contribution:
 - c. For fraud in the obtaining of coverage;

- d. If the Pool is placed in supervision, conservatorship, receivership and the cancellation is approved or directed by the supervisor, conservator or receiver:
- e. If the Named Member does not implement risk management techniques required by the Pool during the initial Coverage Document Period, or if risk management techniques do not result in the Named Member's attaining a risk level sufficient to meet the Pool's underwriting criteria during the initial coverage period;
- f. If the Interlocal Participation Agreement between the parties is terminated or the Named Member withdraws or is expelled from the Pool; or
- g. For the Named Member's violation of any of the Named Member's other obligations under the Pool's Bylaws or the Interlocal Participation Agreement between the Named Member and the Pool.
- 5. If the Pool cancels this Coverage Document for nonpayment of Contributions the cancellation shall be effective at 12:01 a.m. on the 10th day following the Pool's placement of the notice of cancellation in the U.S. Mail. These Conditions do not waive or alter any other applicable provisions of the Pool's Bylaws or the Interlocal Participation Agreement between the Named Member and the Pool.
- Notice of cancellation by the Pool may be given to the county judge or presiding officer of the Named Member at the Named Member's address shown in the CCD.

J. RETAINED CONTRIBUTION PROPORTIONS

- 1. If this Coverage Document is terminated by the Named Member, the Pool shall retain the customary short rate proportion of the contribution.
- 2. If this Coverage Document is terminated by or on behalf of the Pool, the Pool shall retain the customary pro-rata proportion of the contribution.

K. CERTAIN MODIFIED TERMS

An increase in contribution or deductible, or a reduction in Limits of Liability or Aggregate, or addition of endorsements to this Coverage Document, does not constitute a termination or refusal to renew this Coverage Document.

L. CHANGES

This Coverage Document, the CCD, the Pool's Bylaws, the Interlocal Participation Agreement between the Named Member and the Pool, and the Pool's duly-adopted

underwriting standards and criteria constitute the agreements between the Named Member and the Pool concerning the coverage afforded. The Pool may make changes to this Coverage Document, as permitted by the Pool's Bylaws, the Interlocal Participation Agreement between the Named Member and the Pool, and the laws governing the creation and operation of the Pool. This Coverage Document's terms cannot be amended or waived without the written authorization of the Pool. Any changes to the Pool's Bylaws, the Interlocal Participation Agreement between the Pool and the Named Member, or the Pool's underwriting standards or criteria are incorporated.

M. LIBERALIZATION

If the Pool changes this Coverage Document to provide more coverage without additional premium charge, the additional coverage will be effective as of the day indicated in the Pool's written notice of change to the Named Member.

N. WAIVER

Notice to any agent or knowledge possessed by any agent or by any other person of any fact, condition or other matter which might constitute grounds for denial of coverage shall not effect a waiver or a change in any part of this Coverage Document or estop the Pool from asserting any rights, including a right to deny coverage, under this Coverage Document. The terms of this Coverage Document may not be waived or changed except by a written endorsement issued by the Pool.

O. ASSIGNMENT

Assignment of any interest under this Coverage Document shall not bind the Pool without its prior written consent.

P. OTHER COVERAGE OR INSURANCE

If there is or may be other coverage or insurance against any incident, loss or Claim for which coverage is afforded under this Coverage Document, the coverage provided under this Coverage Document shall be deemed to be excess over any valid and collectible coverage or insurance available to any Member against whom a Claim is made. Members shall respond promptly to any reasonable inquiries from the Pool concerning other coverage or insurance that may be afforded to the Member or certain Members.

However, coverage will not be extended under this Coverage Document for any Claim for which a Member has or had occurrence-based coverage or insurance in place at the time of the Wrongful Act or occurrence resulting in any Claim.

Q. JURISDICTION AND VENUE

The validity and interpretation of this Coverage Document will be governed by the laws of the State of Texas. This Coverage Document is performable and enforceable in Travis County, Texas. The state courts in Travis County will be the sole and exclusive venue for any litigation, special proceeding, or other proceeding arising from the performance of this Coverage Document.

R. ENTIRE AGREEMENT

The Coverage Document, the Pool's Bylaws and Plan of Operation and the Interlocal Participation Agreement between the Pool and the Named Member together constitute the entire coverage agreement and this agreement cannot be modified except as agreed in writing.

S. PAYMENT

Payment of contribution to Pool by Named Member, as consideration for this agreement, shall be made as set forth in the CCD.

T. TWO OR MORE COVERAGE DOCUMENTS ISSUED BY THE POOL

If this Coverage Document and any other coverage document issued to the Named Member by the Pool apply to the same Claim, the aggregate maximum limit of liability under all coverage documents shall not exceed the highest applicable limit of liability under any one coverage document. This condition does not apply to any coverage document issued by the Pool specifically to apply as excess coverage over this Coverage Document.

U. EXAMINATION OF THE NAMED MEMBER'S BOOKS AND RECORDS

The Pool may examine and audit the Named Member's books and records as they relate to this Coverage Document or as may be required for the administration of the Pool.

V. INSPECTIONS AND LOSS CONTROL

The Pool has the right but is not obligated to:

- 1. Make inspections and surveys at any time;
- 2. Make risk management appraisals of the Named Member's operations, policies, procedures, vehicles, personnel and facilities;
- Require the Named Member to implement and follow risk management procedures or techniques established by the Pool to reduce risk sufficient to

meet the Pool's underwriting criteria. Any inspections, surveys, reports or requirements relate only to the Named Member's eligibility for liability coverage and the Contribution to be charged. The Pool does not make safety inspections. The Pool does not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public, nor does the Pool warrant that conditions are safe or healthful or comply with laws, regulations, codes or standards.

This condition applies not only to the Pool, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

SECTION VI - EXTENDED REPORTING PERIOD

- A. If the Pool terminates or refuses to renew this Coverage Document for reasons other than the Named Member's non-payment of contributions or deductibles or non-compliance with the terms and conditions of this Coverage Document, or if the Named Member terminates or refuses to renew this Coverage Document, the Named Member, upon payment of an additional contribution as set forth below, shall have the option to extend the Claims made coverage afforded by this Coverage Document to apply to Claims first made against the Named Member during the 12 or 24 month period immediately following the Effective Date of the termination. An Optional Extended Reporting Period is limited to and shall only be effective for purposes of any error, omission or negligent act committed before the date on which the Optional Extended Reporting Period began and after the retroactive date set forth in the CCD, if any, subject to the terms, conditions, definitions, Limits of Liability, exclusions and deductible provisions of the Coverage Document in effect on the date the Optional Extended Reporting Period is exercised.
- B. An increase in contribution or deductible, or reduction in Limits of Liability or Aggregate, does not constitute a termination or refusal to renew this Coverage Document that would trigger an option to elect an Optional Reporting Period.
- C. The extension of coverage for Claims made and reported subsequent to termination of the Coverage Document shall be endorsed, if purchased, and shall be referred to in this Coverage Document as the Optional Extended Reporting Period. Individual Claims made and reported during any Optional Extended Reporting Period shall be deemed to have occurred during the most recent Coverage Document Period and all terms of the Coverage Document shall apply.
- D. The contribution for the Optional Extended Reporting Period elected by the Named Member shall be:
 - 1. For a 12 month Optional Extended Reporting Period: 100 percent of the full annual contribution for coverage under this Coverage Document;

- 2. For a 24 month Optional Extended Reporting Period: 150 percent of the full annual contribution for coverage under this Coverage Document.
- E. As a condition precedent to the Named Member's right to purchase the Optional Extended Reporting Period coverage, the Named Member must tender payment of all contributions and any unpaid deductibles due for the preceding period of coverage. The Named Member's right to purchase the Optional Extended Reporting Period coverage must be exercised by notice in writing and tendering of the contribution due not later than 10 days after the termination of this Coverage Document. If notice and contributions are not timely and properly made to the Pool, the Named Member shall not at a later date have any right to elect an Optional Extended Reporting Period.
- F. At the beginning of any Optional Extended Reporting Period, the entire contribution shall be deemed earned, and if the Named Member terminates the Optional Extended Reporting Period before the expiration of its full term for any reason, the Pool shall not be liable to return to the Named Member any portion of the contribution for the Optional Extended Reporting Period.



PUBLIC OFFICIALS LIABILITY COVERAGE DOCUMENT

PUBLIC OFFICIALS LIABILITY COVERAGE

THIS IS A CLAIMS MADE COVERAGE DOCUMENT. PLEASE READ THE ENTIRE COVERAGE DOCUMENT CAREFULLY.

The Texas Association of Counties Risk Management Pool (Pool) was and is created to enable Member to purchase coverage against liability Claims. This is not a contract of insurance, but is an agreement for liability coverage pursuant to the provisions of Chapter 119 of the Texas Local Government Code, and under Chapters 791 and 2259 of the Texas Government Code. Under this agreement, political subdivisions create and contribute to a pool as an alternative to commercial insurance markets.

Except to the extent as may otherwise be provided herein, the coverage of this Coverage Document is limited to only those Claims THAT ARE FIRST MADE AGAINST THE MEMBER DURING THE COVERAGE DOCUMENT PERIOD AND TIMELY REPORTED TO POOL.

The Contribution and Coverage Declarations (CCD) issued to the Named Member by the Pool is part of this Coverage Document, subject to the terms, conditions, definitions, exclusions, and sublimits contained in this Coverage Document, any endorsements, and the Interlocal Participation Agreement (IPA).

Words and phrases that are capitalized have special meaning. Refer to SECTION II-DEFINITIONS

SECTION I - CLAIMS MADE COVERAGE AGREEMENT: PAYMENT AND DEFENSE

In consideration of the Member's contribution to the Pool, and in reliance upon the representations made by Member in the Application for this coverage, and subject to all provisions contained in this Coverage Document, including any endorsements, the Pool agrees as follows:

A. WHAT WE WILL PAY

The Pool will pay on behalf of the Member, subject to all provisions contained in this Coverage Document, any sums which the Member shall become legally obligated to pay as Damages or Claims Expenses solely by reason of any Wrongful Act stated in a Claim.

PROVIDED ALWAYS that the following are true:

- 1. Notice of Claim occurs during the Coverage Document Period;
- 2. Notice is provided by the Member to the Pool during the Coverage Document Period (or during the Optional Extended Reporting Period, if applicable);

- The Wrongful Act for which Claim is made happened during the Coverage Document Period or on or after the retroactive date set forth in the CCD; provided, however that if the Wrongful Act happened before the Coverage Document Period, the Named Member did not give notice to any prior insurer or coverage provider; and
- 4. The Member had no knowledge or reason to believe at the inception of the Coverage Document Period or any extensions or renewals that any Wrongful Act was likely to result in a Claim being made against any Member.

B. DEFENSE, SETTLEMENT AND ALLOCATION OF DAMAGES

- Subject to all of the provisions contained in this Coverage Document, including Sections I.B.4 and I.B.5, the Pool has the right and duty to defend any Claim against the Member alleging a Wrongful Act and seeking Damages, even if a Claim is groundless, false or fraudulent. The Pool shall have the right to incur Claims Expenses and to make an investigation and settlement of any Claim or suit as may be deemed expedient by the Pool and the Pool may settle any Claim at its sole discretion and without the consent of the Member. The determination by the Pool as to any settlement and as to the reasonableness of settlements and Claims Expenses shall be conclusive on the Member. The Pool shall have the right, but not the obligation, to appeal any judgment adverse to the Member.
- The Pool shall have no obligation to pay sums the Member shall become legally liable to pay as Claims or Damages that are not covered by this Coverage Document (including amounts in excess of any applicable sublimits) or to contribute to a settlement of any such Claims or Damages. In negotiating any settlement or Claim payment, the Pool shall have the right to request the Member make an appropriate contribution for uncovered Claims or Damages. If both Damages covered by this Coverage Document and Damages not covered by this Coverage Document are incurred or are to be incurred because a Claim made against the Member or Damages sought from the Member includes both covered and uncovered matters, the Pool and the Member will use their best efforts to determine a fair and appropriate allocation of Damages between that portion of Damages that is covered under this Coverage Document and that portion of Damages that is not covered under this Coverage Document. The Pool and the Member will take into account the relative legal and financial exposures of, and relative benefits obtained in connection with the defense or settlement of, the Claim. In the event the Pool and the Member cannot reach an agreement as to an allocation of Damages, then the parties will each contribute the amount proposed by the Pool until a final amount is agreed upon or determined pursuant to the provisions of this Coverage Document and applicable law.

- a. Upon written request to the Pool by Named Member for pre-Claim involvement of Pool prior to the formal existence of a Claim, the Pool has the right, but not the duty, to designate attorneys, investigators, or other persons to perform work and incur expenses on behalf of the Named Member where the Pool anticipates a Claim.
 - b. If, in the sole discretion of the Pool, employing the services of attorneys, investigators, or other persons to perform work and incur expenses on behalf of any Member, or the Pool, is deemed appropriate to protect Pool interests prior to the formal existence of a Claim, the Pool has the right, but not the duty, to employ persons as a Pool operational expense.
- 4. The Pool shall have the right, but not the duty, to monitor and participate in the defense of any investigatory, administrative or disciplinary proceeding relating to any Wrongful Act of the Member. Should the Pool elect to defend, monitor or participate under this provision, the election shall not constitute a waiver of any rights the Pool may have pursuant to any of the provisions of this Coverage Document.
- 5. If the Pool determines that the Limits of Liability under this Coverage Document may be insufficient to pay or settle any covered Claim or Claims, or if there are multiple or competing Claims against one or more Members, the Pool may, in its sole discretion, tender the remaining Limits of Liability available under this Coverage Document, either to the treasury of the Named Member, a person authorized to receive funds for the Named Member, or the registry of a court of competent jurisdiction and exhaust the Limits of Liability under this Coverage Document. Tender by the Pool of an amount that would exhaust either the Limits of Liability or the Aggregate shall terminate: (1) the Pool's liability to pay any amounts for unincurred Claims Expenses with regard to any Claim or Claims; (2) the Pool's duties to defend any Member from any Claim or Claims; and (3) the Pool's liability to pay any amount for Damages with regard to any Claim or Claims.
- 6. Exhaustion of the amount designated as Aggregate in the CCD terminates: (1) the Pool's duties to defend any Member in connection with any Claim or Claims made against the Member after the exhaustion of the Aggregate; and (2) the Pool's liability to pay any amounts for Claims Expenses or Damages for any Claim or Claims.
- 7. The Pool will provide, subject to the other provisions of the Coverage Document, a defense to a constitutional or statutory takings Claim that is excluded from coverage under Section IV.A.6; provided, however, that the Pool's obligation is limited to \$50,000 per Claim and \$50,000 in the Aggregate. This limited duty to defend is the Pool's sole obligation under this provision. The Pool has no duty to indemnify any Member for sums Member becomes legally obligated to pay as

- Damages. All Claims against a Member for Damages subject to Section IV.A.6 are specifically excluded from coverage.
- 8. The Pool will provide, subject to the other provisions of the Coverage Document, a defense to a malicious or criminal act or omission Claim against a Member that is excluded under Section IV.A.7; provided, however that the Pool's obligation is limited to the defense of the Named Member or any Member not identified as the perpetrator of the malicious or criminal act or omission. The Pool has no duty to indemnify any Member for sums the Member becomes legally obligated to pay as Damages if the Member consented to or had knowledge of the malicious or criminal acts or omissions. All Claims against a Member identified as the perpetrator of a malicious or criminal act or omission subject to Section IV.A.7 for Damages arising from the acts or omissions are specifically excluded from coverage.
- 9. Claims Expenses shall not be deducted from the Limits of Liability.

SECTION II - DEFINITIONS

- A. Aggregate means the Pool's total liability for Damages resulting from all Claims first made against the Members during the Coverage Document Period and shall not exceed the amount stated in the CCD as Aggregate regardless of the time when the Claim is paid. If the Named Member exercises the right to purchase the Optional Extension Coverage, the Aggregate limit for the Optional Extended Reporting Period shall be no more than that which remains of the Aggregate limit from the immediately preceding Coverage Document Period.
- B. **Claim** means a written demand received by the Member specifically for money Damages, including punitive or exemplary damages and back wages, against the Member, but does not include:
 - 1. Any demand or suit based upon a Wrongful Act performed while Member was engaged in any activity for which Member received compensation from any source other than the Named Member or was engaged other than by and through the specific authority of the Named Member;
 - 2. Any demand or suit arising out of a contractual obligation or the breach of a contract, including constructive and implied contracts and demands or suits under a theory of quantum meruit or under any theory of estoppel.

Claims based on or arising out of the same Wrongful Act or interrelated Wrongful Acts, involving one or more of the Members, shall be considered a single Claim, and a Claim so considered shall be deemed to have been made solely during the one Coverage Document Period which includes the time the Claim is initially made.

C. Claims Expenses means:

- 1. Fees incurred by the Pool for an attorney designated by the Pool;
- All other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a Claim, if incurred by the Pool, except for those fees, costs, and expenses of the employees of the Texas Association of Counties, or expenses of a Claims adjustment contractor for the Pool;
- 3. Fees charged by any attorney designated by the Member with the written consent of the Pool, but only as to those fees incurred after receipt by Member of written consent from the Pool; and
- 4. Expenses incurred where the Pool, in accordance with Section I.B.3.a. of this Coverage Document, responds to a written request by Named Member for pre-Claim involvement of the Pool prior to the formal existence of a Claim to perform work and incur expenses on behalf of the Named Member.
- D. **Contribution and Coverage Declarations** (CCD) means the document that sets forth the specific indication of the coverage, limits and deductibles, Contributions and special provisions elected by each Member, including any modifications made by issuance of any amendatory CCD or endorsement.
- E. **Coverage Document** means this agreement between the Pool and Member, including any endorsements.
- F. **Coverage Document Period** means that one-year period Designated in the CCD, unless otherwise specified, or the period as shortened by termination, if any.
 - If the Optional Extended Reporting Period coverage is purchased by the Member, it shall in no way increase the Coverage Document Period or any renewal, except that any Optional Extended Reporting Period shall be included in the previous Coverage Document Period for purposes of application of the Aggregate limit of the Pool's liability.
- G. **Damages** means actual and compensatory money damages only, including punitive damages, arising out of Wrongful Act of Member, and does not include:
 - penalties, fines, sanctions, unpaid or withheld wages, overtime, back benefits, any similar types of damages, or restitution of any kind for any damages just enumerated, even if designated as compensatory or liquidated damages under any federal or state law;

- any damages resulting from harm to or interference with property of any Member or any employee, agent or volunteer of the Member arising out of activity with or employment by Member, including loss of use of property;
- 3. any damages resulting from property seized, held, auctioned or sold by Member, including any forfeited money or other property or its value, or resulting from violation of or interference with property rights;
- 4. any amount which may become due and payable under the terms of any contractual obligation whether imposed by law or by agreement of Member;
- 5. attorney's fees and any costs, charges, fees or expenses of litigation if any are demanded from Member without an accompanying demand for other relief which would constitute Damages, or that portion of any attorney's fees and any costs, charges, fees or expenses of litigation demanded from Member which may be attributed or allocated to a Claim or any part of a Claim excluded under this Coverage Document (including any part of a Claim that exceeds a sublimit imposed under this Coverage Document), to any demand for relief other than for actual or compensatory damages, or to any other demand or matter not covered under this Coverage Document.
- H. Effective Date means the date the Coverage Document becomes effective in the Coverage Document Period. The Effective Date of any renewal of this Coverage Document shall be considered the Effective Date of a new Coverage Document Period.
- I. **Limits of Liability** the Limits of Liability of the Pool for payment of Damages shall be the applicable Limit shown in the CCD under Limits of Liability.
- J. Member means (1) Named Member; (2) those persons, individually or collectively, acting within the scope of their Official Capacity who are duly elected or appointed officials or employees or volunteers of the Named Member; and (3) a board, committee or similar entity that (a) is created solely by the Named Member's governing body, (b) is comprised only of persons appointed by the Named Member's governing body, (c) serves only the Named Member's purposes, and (d) is funded at least in part by Named Member.

The Juvenile Board is a Member, but only if the Juvenile Board serves only the Named Member's county. If the Juvenile Board serves more than one county, the Juvenile Board is a Member only if each county represented on the Juvenile Board is a Member of the Pool. The individuals serving on the Juvenile Board are Members only if they are officials or employees or volunteers of the Named Member.

The district attorney is not a Member, nor is a district judge. An individual serving as criminal district attorney, county/district attorney or another statutorily-created office that is, effectively, a combination of the offices of county attorney and district attorney is a Member, but only when performing functions performed by the county attorney in a county that has a county attorney.

- K. Named Member means a county or other political subdivision so designated in the CCD.
- L. **Notice of Claim** means one of the following, whichever occurs first:
 - For a lawsuit against the Member, notice of the suit by service of process or otherwise; or
 - 2. The Member obtains or receives knowledge or reason to believe that any Wrongful Act may reasonably be expected to result in a Claim.
- M. **Official Capacity** means only those functions and responsibilities that come within the scope of performance of a Member for or on behalf of the Named Member.
- N. **Optional Extension Coverage** means the optional coverage that may be purchased if the Pool, or the Named Member, cancels or refuses to renew this Coverage Document as set forth in Section VII of this Coverage Document.
- O. **Optional Extended Reporting Period** means the period for which the Named Member elects to purchase Optional Extension Coverage.
- P. **Pool** means the Texas Association of Counties Risk Management Pool.
- Q. Wrongful Act means any actual or alleged error or misstatement, omission, act of neglect or breach of duty including misfeasance, malfeasance or nonfeasance by the Member, or Members in their Official Capacity, individually or collectively, or any matter claimed against them solely by reason of their having served or acted in an Official Capacity.

SECTION III - LIMITS OF LIABILITY

The following Limits of Liability apply unless otherwise stated on the CCD.

A. LIMITS OF LIABILITY

Regardless of the number of:

1. Members involved in a Claim,

- 2. Persons or entities who sustain Damages, or
- 3. Claims made,

Exhaustion of the Limits of Liability shown in the CCD shall terminate the Pool's liability to pay any Damages or Claims Expenses. The Pool shall never be required to pay Damages in excess of the applicable Limits of Liability shown in the CCD in connection with any Claim or Claims.

Claims based on or arising out of the same or related acts, omissions or events involving one or more Members shall be considered a single Claim and only one deductible and one Limits of Liability shall be applicable to the Claim. If Member has, or is a beneficiary of, other Coverage Documents through the Pool, the Pool shall not be required to pay an amount in excess of the appropriate Limits of Liability shown in the CCD in connection with any Claim. The Pool and the Named Member agree that Pool coverages do not combine with respect to payment of Damages or Claims Expenses.

The Pool's total liability for Damages for all Claims during any one Coverage Document Period shall never exceed the Aggregate stated in, Limits of Liability, of the CCD.

Tender by the Pool of an amount that would exhaust either the Limits of Liability for any Claim or the Aggregate Limits of Liability applicable to all Claims to the treasury of the Named Member, a person authorized to receive funds for the Named Member, or the registry of a court of competent jurisdiction, shall terminate the Pool's liability to pay any amounts for Damages or Claim Expenses with regard to any Claim or Claims.

B. SUPPLEMENTARY PAYMENTS

The Pool will pay, in addition to the applicable Claims Expenses and the Limits of Liability, as shown in CCD:

- 1. Expenses incurred by Texas Association of Counties employees, or Claims adjustment contractors in the monitoring and supervision of Claims:
- Interest, but only on that portion of any judgment which does not exceed the Pool's Limits of Liability thereon, which accrues after entry of the judgment and before the Pool has paid or tendered or deposited into the court registry that portion of the judgment which is the Pool's liability;
- 3. Up to \$250 per bond premium on appeal bonds in any suit defended by the Pool and up to \$250 premium on bonds to release attachments in any suit, for an amount not in excess of the Limits of Liability. However, in accordance with its

discretionary right to appeal, the Pool shall have the right, but not the obligation, to apply for or furnish any appeal bond.

C. DEDUCTIBLE

The Pool will pay only those Damages and Claims Expenses, with regard to a Claim, which are in excess of the Deductible amounts stated in the CCD. The Deductible amount stated in CCD shall be borne by Named Member and shall not be borne by the Pool. The Named Member is wholly responsible for paying the entire Deductible shown in the CCD. A Member, other than the Named Member, has no personal responsibility for paying any portion of the Deductible, and is fully covered for the amount of any liability not in excess of \$100,000, as referenced in Texas Civil Practices and Remedies Code Section 108,002.

At the option and discretion of the Pool, the Pool may pay all or part of the Deductible amount to effect settlement, and, upon notification to the Named Member, Named Member shall promptly reimburse the Pool for all expenditures. If the Pool pays any Claims Expenses which fall within the Deductible amount stated in the CCD, the Named Member, upon notification, shall promptly reimburse the Pool for all expenditures.

The Deductible amount stated in the CCD shall be applicable to each Claim and request for pre-Claim assistance under Section I.B.3.a involving each Member and shall include payments for Damages and Claims Expenses.

D. SUBLIMITS

- 1. County or District Clerk. The Aggregate Limit of Liability is exclusive of a Claim against the county clerk or a deputy county clerk and the district clerk or a deputy district clerk for liability incurred through errors or omissions in the performance of their official duties. The Limit of Liability for a Claim for liability incurred through errors or omissions in the performance of their official duties against the county clerk or a deputy county clerk shall not exceed \$1,000,000. The Limit of Liability for a Claim for liability incurred through errors or omissions in the performance of their official duties against the district clerk or a deputy district clerk shall not exceed \$1,000,000. These Limits of Liability are provided in addition to and are distinct from the Limits of Liability provided under this Coverage Document.
- Back Wages. The Limits of Liability are inclusive of a Claim against a Member for back wages subject to a sublimit not to exceed \$50,000 per Claim and a \$100,000 annual Aggregate Limit of Liability.
- 3. Prosecutor. The Limits of Liability are inclusive of a Claim against the county attorney, an assistant county attorney, an assistant district attorney, or other

- employee of the county attorney or district attorney for malicious prosecution subject to a sublimit not to exceed \$500,000 per Claim and a \$1,000,000 annual Aggregate Limit of Liability.
- Takings. The Limits of Liability are inclusive of defense costs for a statutory or constitutional takings Claim up to a sublimit of \$50,000 per Claim and a \$50,000 annual Aggregate Limit of Liability.

SECTION IV - EXCLUSIONS

- A. THIS COVERAGE DOCUMENT DOES NOT APPLY TO: Claims arising out of, in whole or in part, directly or indirectly, or arising in concurrent cause with the following:
 - 1. Fraud, dishonesty or bad faith of any Member, except as an element of a Claim of malicious prosecution; and except that Members shall be defended, under the terms of this Coverage Document, as to any claims upon which suit may be brought against them by reason of any alleged fraud or dishonesty or bad faith on the part of any Member, unless a judgment or other final adjudication adverse to the Member shall establish that acts of dishonesty or fraud committed by the Member were material to the cause of action so adjudicated.
 - 2. Bodily Injury, sickness, assault or battery, disease or death of any person.
 - 3. Physical injury to property or loss of use of property.
 - 4. False arrest, false imprisonment, excessive use of force, wrongful detention, wrongful eviction, wrongful entry, or other invasion of the right of private occupancy, wrongful or improper service of process, humiliation, libel, slander, or violation of an individual's right of privacy.
 - 5. Any acts, services or duties in furtherance of or supervision of the law enforcement pursuits or activities of any law enforcement officials, department or agency of the Named Member including budgeting for law enforcement, except as an element of: (1) a Claim of malicious prosecution; or (2) a Claim arising out of actual or alleged wrongful employment practices brought by employees of the Named Member who are not elected officials of the Named Member.
 - 6. Inverse condemnation, takings as understood under any law, adverse possession, dedication by adverse use or nuisance; nor the intentional, negligent or accidental discharge, disbursal, release or escape of pollutants, or potential pollutants, including smoke, vapors, soot, fumes, acids, alkalis, toxins, pathogens, chemicals, particulates, fibers, radioactivity or radiation, whether thermal, thermonuclear or otherwise, solids, liquids or gases, waste materials or irritants, contaminants, or other pollutants or potential pollutants of any kind into

- or upon land, any area below ground, air, the atmosphere, or water; nor demands or actions arising from any governmental direction or request that the Member test for, monitor, clean up, remove, contain, analyze, examine, treat, detoxify or neutralize pollutants or potential pollutants.
- 7. Malicious or criminal act or omission of any Member who committed, consented to, or had knowledge of the malicious or criminal act or omission. This exclusion does not apply to an act that is an element of a Claim of malicious prosecution. The Pool will provide a defense under the terms of this Coverage Document in any Claim or lawsuit arising or resulting from a malicious or criminal act or omission by a Member for the Named Member and any Member not identified as the perpetrator of the malicious or criminal act or omission and sued in his or her Official Capacity only.
- 8. Acts or omissions relating to Member's fiduciary capacity as respects any employee benefit plan or as trustee of any employee benefit plan.
- 9. Continuous or repeated exposure to the same or similar conditions in which any exposure or condition existed or happened before the Coverage Document Period or the retroactive date set forth on the CCD, if any.
- 10. Laboratory testing or medical malpractice. For the purpose of this exclusion a medical malpractice Claim includes a health care liability Claim as defined in Section 74.001 of the Texas Civil Practice & Remedies Code, against a physician, physician's assistant or other health care provider.
- 11. A regulatory act or similar act by a Member that restricts limits or prohibits a person or entity's right to: 1) use property owned by the person or entity; or 2) to pursue a certain business.
- 12. Preparation of bid specifications, failure to supply governmental services, and strikes, riots or civil commotion.
- 13. The failure to pay: a) any bond, including interest on any bond; or b) any debt, financial guarantee or debenture.
- 14. The ownership, operation, management, use, control, repair, maintenance, demonstration, loading or unloading, or entrustment to others of any aircraft and any policies, practices, customs, usages or procedures related to the above. For the purposes of this exclusion "aircraft" means any machine capable of flight, including an airplane, helicopter, glider, balloon, or aerial vehicle that is not controlled by a person from within or on the aerial vehicle.

B. THIS COVERAGE DOCUMENT ALSO DOES NOT APPLY TO:

- 1. Any Claim by or through any Member against another Member, either individually or collectively, nor to any Claim by any public official on behalf of a Member against any Member; nor to any Claim by a volunteer engaged in activities for any Member against any Member; however, this exclusion shall not apply to Claims arising out of actual or alleged wrongful employment practices brought by employees of the Named Member who are not elected officials of the Named Member, nor to any Claim brought against a county clerk or deputy county clerk, or district clerk or deputy district clerk for liability incurred through errors and omissions in the performance of their official duties. For the purpose of this exclusion, the term Member includes an individual that was a Member at the time the Claim arose.
- Demands or actions seeking equitable relief, or redress in any form other than money Damages; nor to any action, suit or proceeding seeking relief or redress in any form other than money Damages; nor to any investigatory, administrative, disciplinary, or criminal proceeding against a Member.
- Demands or actions related to a Claim resulting from the actual or reasonably suspected theft, loss or unauthorized disclosure of or access to electronic information or a violation or failure of the security of the Named Member's Computer System, except as provided in Section V, Privacy and Security Liability and Expense Coverage.

SECTION V – PRIVACY OR SECURITY EVENT LIABILITY AND EXPENSE COVERAGE

Terms and definitions below may vary from the terms and definitions set forth in Sections I and II. To the extent terms and definitions between Sections I and II and this Section V conflict, for purposes of a Privacy or Security Event, the terms and definitions under Section V control. Coverage under this Section is only available for a Privacy or Security Event occurring on or after the Retroactive Date.

A. PRIVACY OR SECURITY EVENT LIABILITY AND EXPENSE COVERAGE AGREEMENT

- 1. Third-Party Liability
 - a. The Pool will pay those sums a Member becomes legally obligated to pay as Damages because of a Privacy or Security Event. The Pool will have the right and duty to defend the Member against any Suit seeking such Damages. However, the Pool will have no duty to defend any Member against any Suit seeking Damages to which this coverage does not apply.

The Pool may at its discretion investigate any Privacy or Security Event and settle any Claim that may result.

But:

- i. The amount the Pool will pay for Damages and Claim Expenses is limited as described in Section V. D; and
- ii. The right and duty of the Pool to defend ends when the applicable limit of liability is exhausted in the payment of judgments or settlements, Regulatory Penalties, Claim Expenses, Privacy Response Expenses, and PCI-DSS Assessments.
- b. This coverage applies only if:
 - The Privacy or Security Event commenced on or after the Retroactive Date and before the end of the Coverage Period;
 - ii. A Claim for Damages because of the Privacy or Security Event is first made against the Member during the Coverage Period or any Extended Reporting Period provided under Section VII; and
 - iii. The Member gives written notice of the Claim to the Pool in accordance with Section V.E.
- c. A Claim seeking Damages will be deemed to have been made when notice of the Claim is received by any Member or by the Pool, whichever occurs first.

2. Privacy Response Expenses

a. The Pool will pay for Privacy Response Expenses incurred by the Member in connection with a Privacy or Security Event that results in the actual or reasonably suspected theft, loss or unauthorized disclosure of or access to Personal Information.

But: The amount the Pool will pay for Privacy Response Expenses is limited as described in Section V.D.

- b. This coverage applies only if:
 - i. The Privacy or Security Event commenced on or after the Retroactive Date and before the end of the Coverage Period; and

ii. The Member gives written notice of the Privacy or Security Event to the Pool in accordance with Section V.E.

3. Regulatory Proceedings and Penalties

a. The Pool will pay for Regulatory Penalties the Member becomes legally obligated to pay as a result of a Regulatory Proceeding resulting from a Privacy or Security Event. The Pool will have the right and duty to defend the Member against any Regulatory Proceeding to which this coverage applies. The Pool may at its discretion investigate any Privacy or Security Event and settle any Claim that may result.

But:

- The amount the Pool will pay for Regulatory Penalties and Claim Expenses resulting from a Regulatory Proceeding is limited as described in Section V.D; and
- ii. The duty of the Pool to defend a Regulatory Proceeding ends when the applicable limit of liability is exhausted.
- b. This coverage applies only if:
 - The Privacy or Security Event commenced on or after the Retroactive Date and before the end of the Coverage Period;
 - ii. A Regulatory Proceeding because of the Privacy or Security Event is initiated against the Member during the Coverage Period or any Extended Reporting Period Provided under Section VII; and
 - iii. The Member gives written notice of the Regulatory Proceeding to the Pool in accordance with Section V.E.
- c. A Regulatory Proceeding will be deemed to have been initiated when notice of the Regulatory Proceeding is received by the Member or by the Pool, whichever occurs first.

4. PCI-DSS Assessments

a. The Pool will pay for PCI-DSS Assessments for which a Covered Person is liable if the PCI-DSS Assessments are due to noncompliance by the Covered Person with PCI Data Security Standards and the noncompliance resulted in a Privacy or Security Event. But: The amount the Pool will pay for PCI-DSS Assessments is limited as described in Section V.D.

- b. This coverage applies only if:
 - The Privacy or Security Event commenced on or after the Retroactive Date, if any, shown in the Declarations and before the end of the Coverage Period;
 - ii. A Claim for PCI-DSS Assessments is first made against the Covered Person during the Coverage Period or any Extended Reporting Period provided under Section VII; and
 - iii. The Named Member gives written notice of the Privacy or Security Event to the Pool in accordance with Section V.E.

B. DEFINITIONS

The following definitions apply to this coverage:

- 1. General Aggregate means the Pool's total liability for Damages resulting from all Claims first made during the Coverage Document Period and shall not exceed the amount stated in this Section as the General Aggregate regardless of the time when the Claim is paid. If the Named Member exercises the right to purchase the Optional Extension Coverage, the General Aggregate for the Optional Extended Reporting Period shall be no more than that which remains of the General Aggregate from the immediately preceding Coverage Document Period.
- 2. **Bodily Injury** means physical injury, sickness or disease sustained by any person, including death resulting from these at any time. Bodily Injury also means mental illness, mental anguish or emotional distress, pain or suffering or shock sustained by any person, whether or not resulting from physical injury, sickness, disease or death of any person.
- 3. Claim means any demand for money Damages, Suit for Damages or Regulatory Proceeding resulting from a Privacy or Security Event. All Claims because of a single Privacy or Security Event will be deemed to be a single Claim and to have been made at the time the first such Claim is made against any Member, regardless of the number of individuals or entities making such Claims or the time period over which such Claims are made, even if subsequent Claims are made after the Coverage Period or any Extended Reporting Period provided under Section VII.

4. Claim Expenses means:

- Reasonable and necessary fees charged by attorneys designated by the Pool or designated by the Member with the Pool's prior consent to assist with the investigation, adjustment, negotiation, arbitration, defense or appeal of a Claim;
- All other reasonable and necessary fees, costs and expenses resulting from the investigation, adjustment, negotiation, arbitration, defense or appeal of a Claim and incurred by the Pool or by the Member with the Pool's prior consent; and
- c. Premiums on appeal bonds, attachment bonds or similar bonds; however, the Pool is not obligated to apply for or furnish any such bond;

Provided, however, Claim Expenses do not include:

- Any internal salary, administrative, overhead or other related expenses of any Member or any charges by a Member for time spent cooperating with the investigation and defense of any Claim;
- b. Privacy Response Expenses; or
- c. PCI-DSS Assessments.
- 5. **Computer System** means computers and associated input and output devices, data storage devices, networking equipment and backup facilities:
 - a. Operated by and either owned by or leased to the Member; or
 - b. Operated by a third party service provider and used to provide hosted computer application services to the Member or for processing, maintaining, hosting or storing the Member's electronic data pursuant to a written contract with the Member for such services.
- 6. PCI-DSS Assessment means any monetary penalty owed by a Member due to the Member's noncompliance with Payment Card Industry Data Security Standards (PCI-DSS) under an agreement between the Member and a financial institution or other person enabling the Member to accept credit cards, debit cards, prepaid cards, or other payment cards.
- 7. **Personal Information** means an individual's name in combination with one or more of the following:

- a. Information concerning the individual that constitutes "nonpublic personal information" as defined in the Gramm-Leach Bliley Act of 1999, as amended, and implementing regulations;
- Medical or health care information concerning the individual, including without limitation "protected health information" as defined in the Health Insurance Portability and Accountability Act of 1996, as amended, and implementing regulations;
- c. The individual's Social Security number, driver's license or state identification number, credit, debit, or other financial account numbers and associated security codes, access codes, passwords or personal identification numbers that allow access to the individual's financial account information; or
- d. Other nonpublic personally identifiable information, as protected under any local, state, federal or foreign law;

Provided, however, Personal Information does not include information that is lawfully available to the public, including without limitation information lawfully available from any Member or any local, state, federal or foreign governmental entity.

8. Privacy or Security Event means:

- a. The actual or reasonably suspected theft, loss or unauthorized disclosure of or access to Personal Information in the care, custody or control of the Member or for which the Member is legally responsible, regardless of whether such Personal Information is maintained in electronic, paper or any other format; or
- b. A violation or failure of the security of a Computer System, including but not limited to unauthorized access, unauthorized use, a denial of service attack or receipt or transmission of malicious code.

Any Privacy or Security Event that is continuous or part of a series of repeated or related Privacy or Security Events will be considered to be a single Privacy or Security Event and will be considered to have commenced when the first such Privacy or Security Event commenced regardless of:

- a. The number of individuals or entities engaged in such Privacy or Security Events:
- b. The number of individuals or entities affected by such Privacy or Security Events:
- c. The number of locations where such Privacy or Security Events occurred; or

- d. The number of such Privacy or Security Events occurring or period of time over which they occur, even if subsequent Privacy or Security Events take place after the Coverage Period.
- 9. Privacy Response Expenses means the following reasonable and necessary costs incurred by the Member within one year of the discovery of a Privacy or Security Event that results in the actual or reasonably suspected theft, loss or unauthorized disclosure of or access to electronic Personal Information in the care, custody or control of the Member or for which the Member is legally responsible:
 - a. For the services of a security expert designated by the Pool to determine the scope and cause of a Privacy or Security Event and the extent to which Personal Information was disclosed to or accessed by unauthorized persons;
 - b. For the services of consultants or attorneys designated by the Pool to determine the Member's obligations, if any, under applicable law to give notice to affected individuals:
 - c. To notify affected individuals if required by applicable law or if the Member voluntarily elects to give such notice, and for the services of a contractor designated by the Pool to assist with providing such notice and responding to questions and concerns raised by individuals who are notified;
 - d. For the services of a contractor designated by the Pool to provide identity theft protection services to affected individuals if the Member elects to provide such services; and
 - e. For the services of a public relations consultant designated by the Pool to avert or mitigate damage to the Member's reputation as a result of the Privacy or Security Event;

Provided, however, Privacy Response Expenses do not include:

- Any internal salary, administrative, overhead or other related expenses of any Member or any charges by a Member for time spent cooperating with the investigation and response to any Privacy or Security Event;
- b. Claim Expenses; or
- c. PCI-DSS Assessments.
- 10. **Property Damage** means physical injury to tangible property, including all resulting loss of use or loss of use of tangible property that is not physically injured. For purposes of this definition tangible property does not include

information or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, compact disks, tapes, drives, cells, data processing devices or any other media that are used with electronically controlled equipment.

- 11. Regulatory Penalties means any civil fine or civil monetary penalty imposed in a Regulatory Proceeding payable by a Member to the governmental entity bringing the Regulatory Proceeding and any sum of money that a Member is legally obligated to deposit in a fund as equitable relief for the payment of consumer Claims due to an adverse judgment or settlement of a Regulatory Proceeding.
- 12. **Regulatory Proceeding** means a civil investigative demand, Suit, civil investigation or civil proceeding commenced by or on behalf any local, state, federal or foreign governmental entity in the entity's regulatory or Official Capacity.
- 13. Suit means a civil proceeding arising out of a Privacy or Security Event and includes an arbitration proceeding or other alternative dispute resolution proceeding and to which the Member must submit or does submit with the consent of the Pool.

C. DEDUCTIBLE

For each Privacy or Security Event, the Pool will pay only such amounts as are in excess of the deductible amount shown in the CCD.

D. LIMITS OF LIABILITY

The following Limits of Liability apply unless otherwise stated on the CCD.

- 1. The Limits of Liability stated below establish the most the Pool will pay regardless of the number of Privacy or Security Events, Members, Claims made, Suits or Regulatory Proceedings brought or individuals or entities making Claims or bringing Suits or Regulatory Proceedings. The Limits of Liability and sublimits stated below are provided in addition to and are distinct from the Limits of Liability and sublimits provided under Section III of this Coverage Document.
- 2. The following General Aggregate applies: The Pool will pay no more than \$2,000,000, less applicable deductible amounts, for the sum of the following:
 - a. All Damages and Claim Expenses covered under Section V. A.1;
 - b. All Privacy Response Expenses covered under Section V.A.2;

- All Regulatory Penalties and Claim Expenses covered under Section V.A.3;
 and
- d. All PCI-DSS Assessments covered under Section V.A.4.
- 3. The following per Privacy or Security Event limit applies: Subject to the General Aggregate specified in Section V.D.2, for any one Privacy or Security Event, the Pool will pay no more than \$2,000,000, less the applicable deductible amount, for the sum of the following:
 - a. All Damages and Claim Expenses covered under Section V.A.1;
 - b. All Privacy Response Expenses covered under Section V.A.2;
 - All Regulatory Penalties and Claim Expenses covered under Section V.A.3;and
 - d. All PCI-DSS Assessments covered under Section V.A.4.

This per Privacy or Security Event limit is within the General Aggregate specified in Section V. D.2.and does not add to that limit.

- 4. The following sublimit applies: Subject to the General Aggregate and per Privacy or Security Event limits specified in Section V.D.2 and D.3, the Pool will pay no more than \$500,000 in aggregate, less applicable deductible amounts, for all Privacy Response Expenses covered under Section V.A.2. This sublimit is within the General Aggregate and per Privacy or Security Event limits set forth in Sections V.D.2 and D.3 and does not add to those limits.
- 5. The following sublimit applies: Subject to the General Aggregate and per Privacy or Security Event limits specified in Sections V.D.2 and D.3, the Pool will pay no more than \$250,000 in aggregate, less applicable deductible amounts, for all Regulatory Penalties and Claims Expenses covered under Section V.A.3. This sublimit is within the General Aggregate and per Privacy or Security Event limits set forth in Sections V.D.2 and D.3 and does not add to those limits.
- 6. The following sublimit applies: Subject to the General Aggregate and per Privacy or Security Event limits specified in Sections V.D.2 and D.3, the Pool will pay no more than \$250,000 in aggregate, less applicable deductible amounts, for all PCI-DSS Assessments covered under Section V.A.4. This sublimit is within the General Aggregate and per Privacy or Security Event limits set forth in Sections V.D.2 and D.3 and does not add to those limits.

E. NOTICE TO THE POOL

- As a condition precedent to the obligations of the Pool under this coverage, the Member must give written notice to the Pool of any Claim made against the Member as soon as practicable, but in no event later than the end of the Coverage Period or any Extended Reporting Period provided under Section VII.
- 2. If during the Coverage Period, any Member becomes aware of a Privacy or Security Event that may reasonably be expected to give rise to a Claim against any Member, Privacy Response Expenses, or PCI-DSS Assessments, the Member must give written notice to the Pool of such Privacy or Security Event as soon as practicable, but in no event later than the end of the Coverage Period or any Extended Reporting Period provided under Section VII. Notice must include:
 - a. A specific description of the Privacy or Security Event, including all relevant dates;
 - The names of persons involved in the Privacy or Security Event, including names of potential claimants and a specific description of any Personal Information actually or reasonably suspected to have been subject to theft, loss or unauthorized access or disclosure;
 - c. The specific reasons for anticipating that a Claim may result from such Privacy or Security Event;
 - d. The specific nature of the alleged or potential Damages arising from such Privacy or Security Event; and
 - e. The specific circumstances by which the Member first became aware of the Privacy or Security Event.

Any Claim subsequently made against any Member arising out of such Privacy or Security Event shall be deemed to be a Claim made during the Coverage Period in which the Privacy or Security Event was first reported to the Pool.

F. EXCLUSIONS

The following exclusions apply to this Privacy or Security and Expense coverage in addition to all exclusions set forth in Section IV of this Coverage Document.

This coverage does not apply to any Claim, Suit, Regulatory Proceeding, Damages, Regulatory Penalties, Claim Expenses, Privacy Response Expenses, or PCI-DSS Assessments:

- 1. For, arising out of, or resulting from Bodily Injury or Property Damage;
- 2. For, arising out of, or resulting from any contractual liability or obligation, or arising out of or resulting from breach of contract or agreement either oral or written; provided, however, that this exclusion shall not apply:
 - a. To the extent the Member would have been liable in the absence of such contract or agreement; or
 - b. To amounts payable as PCI-DSS Assessments.
- 3. For, arising out of, or resulting from any actual or alleged antitrust violation, restraint of trade, unfair competition, or false or deceptive or misleading advertising or violation of the Sherman Anti-Trust Act, the Clayton Act, or the Robinson-Patman Act, as amended:
- For, arising out of or resulting from any actual or alleged false, deceptive or unfair trade practices; however, this exclusion does not apply to any Claim or loss covered that results from a theft, loss or unauthorized disclosure of or access to Personal Information;
- 5. For, arising out of or resulting from:
 - a. The actual or alleged unlawful collection or acquisition of Personal Information by or on behalf of the Member; or the failure to comply with a legal requirement to provide individuals with the ability to assent to or withhold assent (i.e., opt-in or opt-out) from the collection, disclosure or use of Personal Information; or
 - b. The distribution of unsolicited email, direct mail, or facsimiles, wiretapping, audio or video recording, or telemarketing, if such distribution, wiretapping, recording or telemarketing is done by or on behalf of the Member;
- 6. For, arising out of, or resulting from any of the following conduct by a Member:
 - a. Any actual or alleged violation of the Organized Crime Control Act of 1970 (commonly known as the Racketeer Influenced and Corrupt Organizations Act or RICO), as amended, or any regulation promulgated thereunder or any similar federal law or law of any state, locality or foreign government, whether such law is statutory, regulatory or common law;
 - Any actual or alleged violation of any securities law, regulation or legislation, including but not limited to the Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Act of 1940, any state blue sky or securities law, any other federal securities law or legislation, or any other

- similar law or legislation of any state, locality or foreign government, or any amendment to such laws, or any violation of any order, ruling or regulation issued pursuant to such laws;
- c. Any actual or alleged violation of the Fair Labor Standards Act of 1938, the National Labor Relations Act, the Worker Adjustment and Retraining Act of 1988, the Certified Omnibus Budget Reconciliation Act of 1985, the Occupational Safety and Health Act of 1970, the Employee Retirement Security Act of 1974 or any similar law or legislation of any state, locality or foreign government, or any amendment to such laws, or any violation of any order, ruling or regulation issued pursuant to such laws; or
- d. Any actual or alleged discrimination of any kind including but not limited to age, color, race, sex, creed, national origin, marital status, sexual preference, disability or pregnancy;
- 7. For, arising out of, or resulting from any criminal, dishonest, fraudulent, or malicious act, error or omission, any intentional security breach, or any intentional or knowing violation of the law committed by any Member; provided, however, this exclusion shall not apply unless there is a final adjudication of such conduct, an admission of such conduct by the Member, or in a criminal proceeding a plea of guilty, *nolo contendere*, no contest or any similar plea by the Member;
- 8. For, arising out of or resulting from any actual or alleged:
 - a. Infringement of patent or patent rights or misuse or abuse of patent; or
 - Infringement of copyright arising from or related to software code or software products; or
 - c. Use or misappropriation of any ideas or trade secrets by a Member or on behalf of, or in collusion with a Member;
- 9. Arising out of or resulting from any of the following:
 - a. Trading losses, trading liabilities or change in value of accounts;
 - b. Any loss of monies, securities or tangible property of others in the care, custody or control of the Member;
 - The monetary value of any electronic fund transfers or transactions by or on behalf of the Member that is lost, diminished, or damaged during transfer from, to or between accounts; or

- d. The value of coupons, price discounts, prizes awards, or any other valuable consideration given in excess of the total contracted or expected amount that is lost, diminished or damaged;
- 10. For damage to, destruction of, corruption of, or any loss of use by any Member of any Computer System or data, including without limitation any costs or expenses to the Member to repair or replace any Computer System or data;
- 11. For, arising out of or resulting from any threat, extortion or blackmail including but not limited to ransom payments.

SECTION VI - CONDITIONS

A. COMPLIANCE WITH CONDITIONS

If any Member shall materially breach any warranty or materially fail to satisfy any condition of this Coverage Document, whether or not the Pool is actually prejudiced, there shall be no coverage, including any obligation to defend, for any Member as to the particular Claim or action in connection with which the breach occurred.

B. CCD

The CCD issued by Pool for any Coverage Document Period constitutes terms and conditions for that Coverage Document Period, and constitutes part of the Coverage Document for the Coverage Document Period. In the case of an extension of coverage, the CCD may be issued in the form of an extension endorsement.

C. DELIVERY OF THIS COVERAGE DOCUMENT

Delivery of this Coverage Document to the Named Member shall be considered delivery to each Member and the Named Member is authorized by each Member to accept delivery on the Member's behalf.

D. APPLICATION FOR COVERAGE

The Application and any Renewal Application for this coverage submitted to the Pool, which is signed by the Named Member or its authorized representative, is part of this Coverage Document for purposes of reliance by the Pool on information contained in the Application. Any substantial mistake or misrepresentation in an Application for coverage which is relied upon by the Pool terminates all the obligations of the Pool under this Coverage Document, including those of payment and defense. The Pool may, at its sole option, elect to waive termination of any part of its obligations.

E. ASSISTANCE AND COOPERATION OF THE MEMBER

- 1. The Member shall, without charge to the Pool, provide and assist and cooperate with the Pool in obtaining (whether by discovery in pending litigation against the Member or otherwise) truthful and accurate information pertaining a Claim and Damages, including information bearing on the existence or nonexistence of coverage for the Claim or Damages under this Coverage Document, and for these purposes shall (a) upon the request of the Pool, or its authorized representative, submit to examination under oath by a representative of the Pool, (b) attend and participate in hearings, (c) attend and testify truthfully in depositions and trials, and (d) assist in effecting settlement, securing and giving evidence, obtaining the attendance of witnesses in the conduct of suits, in giving accurate and truthful written statements to the Pool's representatives and meeting with the Pool's representatives for the purposes of investigation and defense and determining whether the Claim or Damages are covered under this Coverage Document.
- 2. The Member shall not, except at its own cost, make any payment, assume or admit any liability, waive any defense or settle any Claim or action or incur any expense, without the prior written consent of the Pool. Any liabilities admitted, assumed or settled, defenses waived or any payments made, or expenses, including legal expenses, incurred by Member, without prior written consent of the Pool, shall be the sole obligation of the Member.
- 3. Further, the Member shall not demand, or agree to, arbitration or mediation of any Claim made against the Member without prior written consent of the Pool.
- 4. Each Member agrees to cooperate with the Pool in the prosecution of Claims, suits, indemnity actions, cross-claims, and/or counterclaims as the Pool, in its sole discretion, shall deem to be appropriate with respect to any Claim or suit brought against any Member and each Member agrees to execute papers as are required to be executed in the defense of any action against any Member, or with respect to the prosecution of Claims, suits, indemnity actions, cross-claims, and/or counterclaims.
- 5. The Named Member is authorized by each Member to give and receive all notices to and from the Pool on the Member's behalf.

F. NOTICE TO THE POOL

As a condition precedent under this Coverage Document, the Member shall:

 Promptly and as soon as reasonably practicable report to the Pool all events or occurrences that could reasonably be expected to result in the Pool being required to consider a Claim against Member, together with information

- concerning any particulars known by Members and including any reasonably obtainable information with respect to persons, events, locations and dates involved;
- Immediately upon receipt of a Claim or Notice of Claim by Member, and during
 the Coverage Document Period, give the Pool written notice of any Claim or
 Notice of Claim made against the Member together with information concerning
 any particulars known by Members and including any reasonably obtainable
 information with respect to persons, events, locations and dates involved;
- If suit is brought against a Member, immediately forward to the Pool any demand, notice, summons or other process received directly or indirectly by the Member or by the Member's representative, along with a precise statement to the Pool of when the demand, notice, summons or other process was received, and by whom it was received:
- 4. Where conditions precedent in this paragraph require that notice be given to the Pool, immediately render the notice or report to the person or agent specifically designated by the Pool as authorized to receive notice for the Pool. The Pool and the Named Member expressly agree that only notice delivered to an authorized recipient for the Pool can satisfy any notice requirement.

G. ACTION AGAINST THE POOL

- 1. No legal action may be brought against the Pool unless there has been full compliance with all terms of this Coverage Document. In addition, no action may be brought against the Pool in regard to any matter involving a Claim or suit or proceeding involving this Coverage Document until the amount of the Member's obligation with respect to the pertinent Claim or suit or proceeding has been finally determined either by: (a) final judgment against the Member by the court of last resort after actual trial of the issues and appeal has been determined, or if the time to appeal therefrom has expired without an appeal having been taken; or (b) by written agreement of the Member, the claimant and the Pool.
- Nothing contained in this Coverage Document shall give the Member or any
 person, firm, corporation or organization other than the Pool, any right to join the
 Pool as a party in any action or proceeding against the Member to determine the
 Member's liability.
- 3. Any action against the Pool by the Member or any other person must be brought within two years and one day after the cause of action accrues.

H. SUBROGATION

If it makes any payment under this Coverage Document, the Pool shall be

subrogated to all of the Member's rights of indemnity or recovery, against any individual, firm, corporation, organization, or any other person. The Member shall execute and deliver instruments and papers and do whatever else shall be reasonably requested to advance the Pool's pursuit of its subrogation rights, and Members shall do nothing after any Claim is made to prejudice the Pool's rights. The Pool shall be entitled to take over and conduct, in the name of the Member, for the Pool's own benefit, any Claim to which the Pool is subrogated against any third party. The Pool may pursue or settle any Claim for its own benefit at its sole discretion.

I. CANCELLATION OR NON-RENEWAL

- Either party to this Coverage Document may cancel or non-renew this
 Document by giving notice of such intent to the other party. The notice must be
 in writing and must be delivered by certified mail, return receipt requested via
 U.S. Mail to the other party. Except for notice of cancellation or non-renewal by
 the Pool for nonpayment of Contributions, such notice must be given not less
 than 60 days prior to the effective date of cancellation.
- 2. The Pool may, in the Pool's sole discretion, permit the Named Member, upon the Named Member's written request, to terminate this Coverage Document by giving the Pool not less than 30 days' notice.
- 3. Notice of cancellation by the Named Member must be addressed to:

Texas Association of Counties Risk Management Pool Attn: Member Services P.O. Box 2131 Austin, Texas 78768-2131

- 4. The Pool may cancel or non-renew this Coverage Document:
 - For nonpayment of Contributions, unless other provision for payment has been made by express written agreement between the Named Member and the Pool;
 - b. If there is an increase in risk or hazard within the Named Member's control which would result in an increase in the rate or amount of Contribution;
 - c. For fraud in the obtaining of coverage;
 - d. If the Pool is placed in supervision, conservatorship, receivership and the cancellation is approved or directed by the supervisor, conservator or receiver;

- e. If the Named Member does not implement risk management techniques required by the Pool during the initial Coverage Document Period, or if risk management techniques do not result in the Named Member's attaining a risk level sufficient to meet the Pool's underwriting criteria during the initial coverage period;
- f. If the Interlocal Participation Agreement between the parties is terminated or the Named Member withdraws or is expelled from the Pool; or
- g. For the Named Member's violation of any of the Named Member's other obligations under the Pool's Bylaws or the Interlocal Participation Agreement between the Named Member and the Pool.
- 5. If the Pool cancels this Coverage Document for nonpayment of Contributions the cancellation shall be effective at 12:01 a.m. on the 10th day following the Pool's placement of the notice of cancellation in the U.S. Mail. These Conditions do not waive or alter any other applicable provisions of the Pool's Bylaws or the Interlocal Participation Agreement between the Named Member and the Pool.
- Notice of cancellation by the Pool may be given to the county judge or presiding officer of the Named Member at the Named Member's address shown in the CCD.

J. RETAINED CONTRIBUTION PROPORTIONS

- 1. If this Coverage Document is terminated by the Named Member, the Pool shall retain the customary short rate proportion of the contribution.
- 2. If this Coverage Document is terminated by or on behalf of the Pool, the Pool shall retain the customary pro-rata proportion of the contribution.

K. CERTAIN MODIFIED TERMS

An increase in contribution or deductible, or reduction in Limit of Liability or Aggregate, or addition of endorsements to the Coverage Document, does not constitute a termination or refusal to renew this Coverage Document.

L. CHANGES

This Coverage Document, the CCD, the Pool's Bylaws, the Interlocal Participation Agreement between the Named Member and the Pool, and the Pool's duly-adopted underwriting standards and criteria constitute the agreements between the Named Member and the Pool concerning the coverage afforded. The Pool may make changes to this Coverage Document, as permitted by the Pool's Bylaws, the

Interlocal Participation Agreement between the Named Member and the Pool, and the laws governing the creation and operation of the Pool. This Coverage Document's terms cannot be amended or waived without the written authorization of the Pool. Any changes to the Pool's Bylaws, the Interlocal Participation Agreement between the Pool and the Named Member, or the Pool's underwriting standards or criteria are incorporated.

M. LIBERALIZATION

If the Pool changes this Coverage Document to provide more coverage without additional premium charge, the additional coverage will be effective as of the day indicated in the Pool's written notice of change to the Named Member.

N. WAIVER

Notice to any agent or knowledge possessed by any agent or by any other person of any fact, condition or other matter which might constitute grounds for denial of coverage shall not effect a waiver or a change in any part of this Coverage Document or estop the Pool from asserting any rights, including a right to deny coverage, under this Coverage Document. The terms of this Coverage Document may not be waived or changed except by a written endorsement issued by the Pool.

O. ASSIGNMENT

Assignment of any interest under this Coverage Document shall not bind the Pool without its prior written consent.

P. OTHER COVERAGE OR INSURANCE

If there is or may be other coverage or insurance against any incident, loss or Claim for which coverage is afforded under this Coverage Document, the coverage provided under this Coverage Document shall be deemed to be excess over any valid and collectible coverage or insurance available to any Member against whom a Claim is made. Members shall respond promptly to any reasonable inquiries from the Pool concerning other coverage or insurance that may be afforded to the Member or certain Members.

However, coverage will not be extended under this Coverage Document for any Claim for which a Member has or had occurrence-based coverage or insurance in place at the time of the Wrongful Act or occurrence resulting in any Claim.

Q. JURISDICTION AND VENUE

The validity and interpretation of this Coverage Document will be governed by the laws of the State of Texas. This Coverage Document is performable and enforceable in Travis County, Texas. The state courts in Travis County will be the

sole and exclusive venue for any litigation, special proceeding, or other proceeding arising from the performance of this Coverage Document.

R. ENTIRE AGREEMENT

The Coverage Document, the Pool's Bylaws and Plan of Operation and the Interlocal Participation Agreement between the Pool and the Named Member together constitute the entire coverage agreement and this agreement cannot be modified except as agreed in writing.

S. PAYMENT

Payment of contribution to Pool by Named Member, as consideration for this agreement, shall be made as set forth in the CCD.

T. TWO OR MORE COVERAGE DOCUMENTS ISSUED BY THE POOL

If this Coverage Document and any other coverage document issued to the Named Member by the Pool apply to the same Claim, the aggregate maximum limit of liability under all coverage documents shall not exceed the highest applicable limit of liability under any one coverage document. This condition does not apply to any coverage document issued by the Pool specifically to apply as excess insurance over this Coverage Document.

U. EXAMINATION OF THE NAMED MEMBER'S BOOKS AND RECORDS

The Pool may examine and audit the Named Member's books and records as they relate to this Coverage Document or as may be required for the administration of the Pool.

V. INSPECTIONS AND LOSS CONTROL

The Pool has the right but is not obligated to:

- Make inspections and surveys at any time;
- 2. Make risk management appraisals of the Named Member's operations, policies, procedures, vehicles, personnel and facilities;
- 3. Require the Named Member to implement and follow risk management procedures or techniques established by the Pool to reduce risk sufficient to meet the Pool's underwriting criteria. Any inspections, surveys, reports or requirements relate only to the Named Member's eligibility for liability coverage and the Contribution to be charged. The Pool does not make safety inspections. The Pool does not undertake to perform the duty of any person or organization

to provide for the health or safety of workers or the public, nor does the Pool warrant that conditions are safe or healthful or comply with laws, regulations, codes or standards.

This condition applies not only to the Pool, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

SECTION VII - EXTENDED REPORTING PERIOD

- A. If the Pool terminates or refuses to renew this Coverage Document for reasons other than the Named Member's non-payment of contributions or deductibles or non-compliance with the terms and conditions of this Coverage Document, or if the Named Member terminates or refuses to renew this Coverage Document, the Named Member, upon payment of an additional contribution as set forth below, shall have the option to extend the claims made coverage afforded by this Coverage Document to apply to Claims first made against the Named Member during the 12 or 24 month period immediately following the Effective Date of the termination. An Optional Extended Reporting Period is limited to and shall only be effective for purposes of any Wrongful Act committed before the date on which the Optional Extended Reporting Period began and after the retroactive date set forth in the CCD, if any, subject to the terms, conditions, definitions, Limits of Liability, exclusions and deductible provisions of the Coverage Document in effect on the date the Optional Extended Reporting Period is exercised.
- B. An increase in contribution or deductible, or reduction in Limit of Liability or Aggregate, does not constitute a termination or refusal to renew this Coverage Document that would trigger an option to elect an Optional Extended Reporting Period.
- C. The extension of coverage for Claims made and reported subsequent to termination of the Coverage Document shall be endorsed, if purchased, and shall be referred to in this Coverage Document as the Optional Extended Reporting Period. Individual Claims made and reported during any Optional Extended Reporting Period shall be deemed to have occurred during the most recent Coverage Document Period and all terms of the Coverage Document shall apply.
- D. The contribution for the Optional Extended Reporting Period elected by the Named Member shall be:
 - 1. For a 12 month Optional Extended Reporting Period: 100 percent of the full annual contribution for coverage under this Coverage Document;
 - 2. For a 24 month Optional Extended Reporting Period: 150 percent of the full annual contribution for coverage under this Coverage Document.

- E. As a condition precedent to the Named Member's right to purchase the Optional Extended Reporting Period coverage, the Named Member must tender payment of all contributions and any unpaid deductibles due for the preceding period of coverage. The Named Member's right to purchase the Optional Extended Reporting Period coverage must be exercised by notice in writing and tendering of the contribution due not later than 10 days after the termination of this Coverage Document. If notice and contributions are not timely and properly made to the Pool, the Named Member shall not at a later date have any right to elect an Optional Extended Reporting Period.
- F. At the beginning of any Optional Extended Reporting Period, the entire contribution shall be deemed earned, and if the Named Member terminates the Optional Extended Reporting Period before the expiration of its full term for any reason, the Pool shall not be liable to return to the Named Member any portion of the contribution for the Optional Extended Reporting Period.