



## Summary Agreement for Renewal of Williamson County Contract

<b>Purchase/Contract Type:</b>	Services	<b>Department:</b>	Human Resources
<b>Vendor Name:</b>	Texas Association of Counties Risk Management Pool		
<b>Vendor Address:</b>	P.O. Box 2131, Austin, TX 78768		
<b>Purpose/Intended Use of Product or Service (summary):</b>			
Risk Policies: Property, Auto Liability, Auto Physical Damage, Law Enforcement Liability, Public Officials Liability			
<b>P.O./Contract Number:</b>	1606-096	<b>Effective Date:</b>	10/01/2017
<b>Purchaser/Contract Specialist:</b>	Dianne West	<b>Expiration Date:</b>	10/01/2018
<b>Requested By:</b>	Tara Raymore, Senior Director of Human Resources		
<b>Detailed description of renewal of product and/or service.</b>			
<ul style="list-style-type: none"><li>Williamson County wishes to extend this bid/proposal for the same terms and conditions as the existing contract and incorporating price changes per updated Property and Liability Contribution &amp; Coverage Declarations.</li><li>Extend Contract for the 1<sup>st</sup> of four (4) annual extension option periods:</li></ul>			
Renewal Option Period 1		October 1, 2017 – October 1, 2018	
Initial Contract Period		October 1, 2016 – October 1, 2017	
<b>BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN</b>			
Vendor	Texas Association of Counties RMP		Williamson County, 710 Main St., Georgetown, TX 78626
Name	Michael Shannon		Dan A. Gattis
Title	Assistant Director		Williamson County Judge
Signature			Signature
Date	9/22/17		Date 09-29-2017



# TEXAS ASSOCIATION of COUNTIES RISK MANAGEMENT POOL

## Liability Contribution & Coverage Declarations

Member: Williamson County

Coverage Period: October 1, 2017 through October 1, 2018

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	\$100,000	\$1,000	\$106,908
Bodily Injury Liability - Each Accident	\$300,000		
Property Damage Liability - Each Accident	\$100,000		
<b><i>Included Coverage</i></b>			
Personal Injury Protection	\$5,000	No deductible	Included
<b>AUTO LIABILITY CONTRIBUTION</b>			<b>\$106,908</b>

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	\$114,354
Collision Coverage	The lesser of the Actual Cash Value at time of loss or cost of repair with like kind and quality	\$2,500	
<b>AUTO PHYSICAL DAMAGE CONTRIBUTION</b>			<b>\$114,354</b>

LAW ENFORCEMENT 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	\$250,589
<b>Optional Coverage</b>				
District Judge	10/01/2016	Per Endorsement		\$5,012
<b>Covered Law Enforcement Departments or Agency</b>				
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				
<b>LAW ENFORCEMENT LIABILITY CONTRIBUTION</b>				<b>\$255,601</b>

<b>PUBLIC OFFICIALS LIABILITY</b>	<b>Retroactive Date</b>	<b>Limits of Liability</b>	<b>Deductible Per Claim</b>	<b>Contribution</b>
Public Officials Liability	09/01/2013	\$2,000,000 Per Claim \$2,000,000 Aggregate	\$25,000	\$185,803
Privacy or Security Event Liability and Expense Coverage	10/1/2017	\$2,000,000 General Aggregate	\$25,000	
<b>Optional Coverage</b>				
District Judge	09/01/2013	Per Endorsement		\$3,716
District Attorney – Malicious Prosecution	09/01/2013	Per Endorsement		\$3,716
<b>Split Retroactive Coverage Dates</b>				
Privacy or Security Event Liability and Expense Coverage	05/01/2015	\$1,000,000 General Aggregate		
<b>Coverage with Separate Deductibles</b>				
County Clerk	01/01/2014		\$1,000	\$3,360
District Clerk	01/30/2014		\$1,000	\$3,360
<b>PUBLIC OFFICIALS LIABILITY CONTRIBUTION</b>				<b>\$199,955</b>

#### **TOTAL CONTRIBUTIONS**

**\$676,818**

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.

**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 *Darcy L. Siler* as authorized representative of the Pool on 08/29/2017 in Austin, Texas.

### Acknowledgement and Acceptance

Williamson County (Member) acknowledges that the information submitted in this questionnaire and Auto Schedule is true and accurate, including all known potential claims. The information submitted may be used by the Pool in processing the renewal and in assessing the coverage needs of Member. The questions posed, or any wording of the questionnaire, should not and may not be relied upon by Member as implying that coverage exists for any particular claim or class of claims. The only coverage provided by the Pool to Member is as described in the applicable Coverage Document, including any endorsements and the Contribution and Coverage Declaration, issued to a covered Member.

Member acknowledges and agrees that vehicles not listed on the attached vehicle schedule, and/or additionally identified by Member as an update to the attached vehicle schedule, will not be provided coverage during the Coverage Period.

If Member makes no changes, the Pool will assume Member is requesting renewal for the same Liability Coverage as in the previous applicable Coverage Period. Member understands that any failure to fully and accurately answer the questionnaire and any attached schedules may result in denial of coverage provided by the Pool. Coverage issued for Public Officials Liability and Law Enforcement Liability will apply on a Claims Made Basis.



Signature of County Judge or presiding official of the Political Subdivision

09-29-2017

Date



# TEXAS ASSOCIATION of COUNTIES RISK MANAGEMENT POOL

## Property Contribution & Coverage Declarations - Proposal

Member: Williamson County

Coverage Period: October 1, 2017 through October 1, 2018

This proposal 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).

PROPERTY	Per Occurrence Limits	Deductible Per Occurrence	Contribution	Select Coverage
<b>Property Limits</b>	<b>TOTAL COVERED VALUE</b>			
All Other Perils- any other covered loss except those addressed with separate deductibles	\$283,847,843	\$25,000	\$186,793	<input type="checkbox"/>
<b>Coverage with Increased Limits</b>	<b>Sublimits</b>			
Gross Earnings and Extra Expense	\$1,500,000	\$25,000	\$1,403	<input type="checkbox"/>
<b>Coverage with Separate Deductibles</b>				
Flood- Special Hazard Zones- Excess of National Flood Insurance Program Limits	\$2,500,000	Not to exceed \$500,000 per building Not to exceed \$500,000 per contents	Included	
Flood- Except Special Hazard Zones	\$10,000,000	\$25,000	Included	
Earthquake	\$10,000,000 Annual Aggregate	\$25,000	Included	
Equipment Breakdown	\$50,000,000	\$25,000	Included	
Law Enforcement Animals	\$30,000	\$1,000	Included	
Crime	\$100,000	\$1,000	Included	
<b>Optional Coverage</b>				
Mobile Equipment	As Scheduled	\$1,000	\$10,514	<input type="checkbox"/>
<b>PROPERTY CONTRIBUTION</b>			<b>\$198,710</b>	

**TOTAL CONTRIBUTION**

**\$198,710**

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preceding termination.

## COVERAGE ACCEPTANCE

Acceptance is not valid unless received by Texas Association of Counties Risk Management Pool not later than 60 days from the proposal date, unless extension is granted by the Pool.

Coverage is subject to receipt of the signed Interlocal Participation Agreement and completed Proposal. Failure to disclose to the Pool known, past, present and potential claims, may result in termination of coverage.

Nancy A. Seiler  
Authorized signature

08/30/2017  
Date

[Signature]  
Signature of County Judge

09-21-2017  
Date