

AGENDA PLACEMENT FORM

(Submission Deadline – Monday, 5:00 PM before Regular Court Meetings)

Date: 11.4.24

Meeting Date: 11.12.24

Submitted By: Lance Anderson

Department: Purchasing

Signature of Elected Official/Department Head:



Court Decision: <small>This section to be completed by County Judge's Office</small>


Description:

Consider and Approve with authorization for County Judge to sign:
Texas Association of Counties (TAC) Liability & Coverage Proposal for Law
Enforcement Liability, Public Officials Liability, and Privacy or Security Event
Liability and Expense (Cyber Security) Proposal for Johnson County in the
amount of \$375,893.

(May attach additional sheets if necessary)

Person to Present: Lance Anderson

(Presenter must be present for the item unless the item is on the Consent Agenda)

Supporting Documentation: (check one) ☒ PUBLIC ☐ CONFIDENTIAL

(PUBLIC documentation may be made available to the public prior to the Meeting)

Estimated Length of Presentation: 5 minutes

Session Requested: (check one)

☐ Action Item ☒ Consent ☐ Workshop ☐ Executive ☐ Other _____

Check All Departments That Have Been Notified:

☐ County Attorney ☒ IT ☒ Purchasing ☒ Auditor
☐ Personnel ☐ Public Works ☐ Facilities Management

Other Department/Official (list) County Judge

**Please List All External Persons Who Need a Copy of Signed Documents
In Your Submission Email**

Approved in CC on 9/11/2023



TEXAS ASSOCIATION of COUNTIES RISK MANAGEMENT POOL

Liability Contribution & Coverage Declarations - Proposal

Member: Johnson County

Coverage Period: December 7, 2024 through December 7, 2025

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).

LAW ENFORCEMENT LIABILITY		Retroactive Date	Limits of Liability	Deductible Per Claim	Contribution	Select Coverage
Law Enforcement Liability		12/07/2021	\$3,000,000 Per Claim \$3,000,000 Aggregate	\$15,000	\$221,537	<input type="checkbox"/>
Optional Coverage						
District Judge		12/07/2014	Per Endorsement		\$4,431	<input type="checkbox"/>
District Attorney		12/07/2014	Per Endorsement		\$4,431	<input type="checkbox"/>
Unmanned Aircraft	Number of Unmanned Aircraft: 4	12/07/2017	Per Endorsement		\$3,000	<input type="checkbox"/>
Split Retroactive Coverage Dates						
Law Enforcement Liability		Full Prior Acts	\$2,000,000 Per Claim \$2,000,000 Aggregate			
Covered Law Enforcement Departments or Agency						
Johnson County Attorney's Office Johnson County Constable's Offices Johnson County Employees Of The District Attorney's Office Johnson County Juvenile Probation Department Johnson County Sheriff's Office Johnson County Fire Marshal's Office						
LAW ENFORCEMENT LIABILITY CONTRIBUTION					\$233,399	

PRIVACY OR SECURITY EVENT LIABILITY AND EXPENSE	Retroactive Date	Limits of Liability	Deductible Per Covered Event	Contribution	Select Coverage
Privacy or Security Event Liability and Expense	12/07/2023	\$1,000,000 Annual Aggregate	\$10,000	\$30,157	<input type="checkbox"/>
Included Coverage					
Business Interruption		\$250,000 / \$250,000			
Electronic Equipment and Data Recovery		\$250,000 / \$250,000			
eCrime		\$250,000 / \$250,000			
Extortion		\$25,000 / \$25,000			
Split Retroactive Coverage Dates					
Privacy or Security Event Liability and Expense	12/07/2017	\$2,000,000 Annual Aggregate			
Privacy or Security Event Liability and Expense	05/01/2015	\$1,000,000 Annual Aggregate			
PRIVACY OR SECURITY EVENT LIABILITY AND EXPENSE CONTRIBUTION				\$30,157	

PUBLIC OFFICIALS LIABILITY	Retroactive Date	Limits of Liability	Deductible Per Claim	Contribution	Select Coverage
Public Officials Liability	12/07/2021	\$3,000,000 Per Claim \$3,000,000 Aggregate	\$10,000	\$108,016	<input type="checkbox"/>
Optional Coverage					
District Judge	12/07/2014	Per Endorsement		\$2,160	<input type="checkbox"/>
District Attorney	12/07/2014	Per Endorsement		\$2,160	<input type="checkbox"/>
Split Coverage Retroactive Coverage Dates					
Public Officials Liability	Full Prior Acts	\$2,000,000 Per Claim \$2,000,000 Aggregate			
PUBLIC OFFICIALS LIABILITY CONTRIBUTION				\$112,337	

TOTAL CONTRIBUTIONS	\$375,893
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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.

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.


Authorized signature

10/18/2024
Date


Signature of County Judge
(or presiding official)

11-12-24
Date