

BID TABULATION - JCMG DRUG TASK FORCE LIABILITY INSURANCE

JCMG DRUG TASK FORCE LIABILITY INSURANCE BID OPENING 7-14-13 Contract term: Upon approval by the County Council and County Executive	CUSTOM INSURANCE SERVICES
	200 MISSISSIPPI AVE CRYSTAL CITY MO 63019
AFFIDAVIT COMPLETED	NO
COPY OF INSURANCE PROVIDED	YES
COMMENTS:	SEE ATTACHMENT



JEFFERSON COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES
729 MAPLE ST / PO BOX 100
HILLSBORO MO 63050
WWW.JEFFCOMO.ORG

Request for Proposal: **JC/MEG DRUG TASK FORCE
LIABILITY INSURANCE**

Date Issued: **4-15-13**

PROPOSALS SHALL BE ACCEPTED UNTIL: **TUESDAY, MAY 14, 2013, AT 2:00 P.M. LOCAL TIME.**

Specification
Contacts:

LT.COL STEVEN MEINBERG
Department of the Sheriff
636-797-5528

CARL W. "WES" YATES III
Department of County Counselor
636-797-5072

Contract
Contact:

VICKIE PRATT
Department of Administrative Services
636-797-5382

Mail (3) Three
Complete Copies
With Vendor And
Proposal
Information As
Shown In Sample:

SAMPLE ENVELOPE

VENDOR NAME

VENDOR ADDRESS

CONTACT NUMBER

DEPARTMENT OF THE COUNTY CLERK

JEFFERSON COUNTY MISSOURI

729 MAPLE ST / PO BOX 100

HILLSBORO MO 63050-0100

SEALED PROPOSAL: (PROPOSAL NAME)

Contract Term:
Upon approval by
the County Council
and County
Executive

The undersigned certifies that he/she has the authority to bind this company in an agreement/contract to supply the commodity or service in accordance with all terms, conditions, and pricing specified. Prices are firm during this agreement term, unless agreed upon in writing by the County. The County has the option to renew this agreement at the same terms and conditions as the original agreement for one additional one-year term with the written consent of the successful bidder. Price increases for renewals are not authorized unless approved in writing by the County.

Vendor
Information:

CUSTOM INSURANCE SERVICES ANTHONY W. BECKER
Company Name Authorized Agent (Print)
200 MISSISSIPPI AVE [Signature]
Address Signature
CRYSTAL CITY, MO 63019 VICE PRESIDENT
City/State/Zip Code Title
636-931-1200 4/30/2013 43-1128229
Telephone # Date Tax ID #
tbecker@custom-ins.com 636-931-1201
E-mail Fax #

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PROPOSAL REQUIREMENTS

A. PROPOSAL SUBMISSION:

Submit proposal form in triplicate (three copies) with specification pages, if applicable. No facsimile or electronic proposals shall be accepted and shall be rejected. A fully executed Affidavit is required by Section 285.530 RSMo and shall be submitted with the proposal form. A copy of the Affidavit is attached hereto. Failure to execute the Affidavit shall result in the proposal being rejected. Vendor shall comply with the requirements of Sections 285.525 to 285.555 of the Revised Statutes of the State of Missouri. If any part of the work is subcontracted, each subcontractor shall comply with the same requirements of this specification. No contractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. Vendor and any of its subcontractors, shall, by sworn affidavit and provision of documentation, affirm their enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Vendor and its subcontractors shall also sign an affidavit affirming that they do not knowingly employ any person who is an unauthorized alien.

Prevailing Wage

Vendor and its subcontractors shall pay not less than the prevailing hourly rates of wages, as determined by the Labor and Industrial Relations Commission of Missouri. Vendor shall abide by the most current Annual Wage Order published by the Missouri Department of Labor and Industrial Relations or other similar resources and publications.

B. BASIS OF PROPOSAL AWARD:

Award may be made on an item-by-item basis to the lowest and best proposals or award may be made to the lowest and best proposal total, whichever is in the best interest of the County. County may reject any or all proposals for any reason and may waive any informality. Proposals submitted from a Missouri State Contract shall include a copy of the State Contract with the proposal.

It is further agreed that the Contract shall not be valid and binding upon the County until approved by the County Counselor, as to legal form and is subject to the Ordinances, Resolutions and Orders of Jefferson County, Missouri, and State and Federal Law. If no proposal or proposals have been awarded by the County Council within forty-five (45) days following the opening of the proposal then all proposals will be deemed rejected.

C. PROPOSAL PREPARATION:

1. Vendors are responsible for examination of drawings, specifications, schedules and instructions.
2. Each Vendor shall furnish the information required by the invitation. The vendor shall sign all required documents. All deletions and erasures shall be initialed
3. Alternate proposals for supplies or services other than specified shall not be considered unless authorized by invitation.
4. Vendor shall state a definite time for delivery of goods or for performance of services unless otherwise specified in the Request for Proposal.
5. When specified, samples must be timely submitted and at no expense to the County.
6. Failure to adhere to all requirements may result in the response being disqualified as non-responsive.

D. MODIFICATION OR WITHDRAWAL OF PROPOSALS:

Proposals may be modified or withdrawn prior to the exact hour and date specified for receipt of proposals, provided the modification or withdrawal is in writing and is delivered in the same manner as a proposal submission.

E. LATE PROPOSALS:

It is the responsibility of the vendor to deliver his proposal or proposal modification on or before the date and time of the proposal closing to the Department of the County Clerk of Jefferson County. Proposals received late will be rejected and returned unopened to the vendor.

F. PROPOSAL DEPOSITS:

Proposal Deposits are not required unless specified in the Specifications.

G. MATERIAL AVAILABILITY:

Vendors must accept responsibility for verification of material availability, product schedules and other pertinent data prior to submission of proposal and delivery time. It is the responsibility of the vendor to notify the County immediately if the materials specified are discontinued, replaced, or not available for an extended period of time. All materials ordered by the County, shall be as needed. A sample of materials may be requested.

H. ALTERNATE PROPOSALS:

Where required, vendors must submit complete specifications on all alternate proposals with the proposal form. Alternate proposals without complete specifications may be rejected. Alternate proposals and exceptions to proposal clauses must be

clearly noted on the proposal form. The County may accept or reject alternate proposals; whatever is most advantageous to the County.

I. INCORPORATION OF DOCUMENTS:

The terms of the proposal invitation, proposal specifications, proposal form are incorporated into the contract as if fully setout therein.

J. ADDENDA:

Addenda to proposal specifications are incorporated by reference as if fully setout herein. It is the responsibility of the vendor to insure and verify that they are in receipt of and completed all attached addenda's prior to submission of proposal forms. Verification is made by contacting the Department of Administrative Services or by reviewing the County Web Site. (www.jeffcomo.org).

K. INSURANCE:

The Vendor/Contractor shall purchase and maintain insurance with an insurance company licensed to do business in the State of Missouri or in the state where the vendor is incorporated or otherwise licensed to do business and which shall remain, at all times during the term of any contract with the County, in full force and effect. Preference will be given to a Vendor/Contractor who provides insurance with an insurance company licensed to do business in the State of Missouri, but in any event said Vendor/Contractor shall provide said insurance at it's own expense. Such insurance shall be provided as will protect the Vendor/Contractor from claims which may arise out of or result from the Vendor/Contractor's execution of the work, whether such execution be by himself, his employees, agents, or by anyone for whose acts any of them may be liable. If any such work covered by the Contract is to be performed on County owned or leased premises, the Vendor agrees to carry liability and workman's compensation insurance, satisfactory to the County, and to indemnify the County against all liability, loss, and damage arising out of any injuries to persons and property caused by the Vendor, his sub-contractors, employees or agents. The insurance coverage shall be such as to fully protect the County and the general public from any and all claims for injury and damage resulting by any actions on the part of the Vendor/Contractor or its' forces as enumerated above. All policies must name the County as an additional insured and provide for thirty (30) days written prior to any material changes or cancellation. Any disputes regarding a breach, insurance amounts, liability, coverage, lapse or otherwise shall be litigated in the Circuit Court of Jefferson County, Missouri and the same shall be incorporated into any Contract agreed to by the parties.

THE COUNTY REQUIRES ORIGINAL CERTIFICATES OF INSURANCE BEFORE THE CONTRACT IS AWARDED. ANY LAPSE IN INSURANCE COVERAGE OR CANCELLATION THEREOF BY THE CONTRACTOR OR SUB-CONTRACTORS DURING THE TERMS OF THE CONTRACT SHALL IMMEDIATELY BE DEEMED A MATERIAL BREACH UNDER THE TERMS OF ANY CONTRACT.

A. (X) Required () Not Required **Comprehensive General Liability Insurance**

The Vendor/Contractor shall maintain and keep in full force and effect during the terms of this Contract such comprehensive general liability insurance as shall protect them from claims which may arise from operations under this Contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.

B. (X) Required () Not Required **Professional Liability Insurance**

The Vendor/Contractor shall provide the County with proof of Professional Liability Insurance, which shall protect the County against any and all claims, which might arise as a result of the operation of the Vendor/Contractor in fulfilling the terms of this Contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00. Should any work be subcontracted, these limits will also apply.

C. (X) Required () Not Required **Worker's Compensation Insurance:**
per Missouri Revised Statutes Chapter 287

The Vendor/Contractor or his sub-contractor or contractors, shall maintain and keep in force of this Contract such worker's compensation insurance limits as required by the statues of the State of Missouri and Employer's Liability with limits no less than \$500,000.00.

L. PROPOSAL OPENINGS:

Proposals will be publicly opened and read aloud at the time indicated on page 1. The vendors and the public are invited but not required to attend the formal opening of the proposals. No decisions relating to the award of a contract or agreement will be made at the opening.

M. PROPOSAL TABULATIONS:

Proposal Tabulations will be available 5 to 7 business days following the proposal opening. Proposal submissions are open for public review at the time of the proposal opening. Proposal tabulations are posted on the County's web-site address, www.jeffcomo.org, under the services tab, Invitation for Bid/Request for Proposal link. **NO COPIES** of proposal tabulations are sent to vendors.

PROPOSAL FORM AND CONTRACT

A. PROPOSAL REPRESENTATIONS:

The vendor, by executing the proposal form certifies that:

1. The proposal complies with Request for Proposal, Form and Proposal Specifications.
2. The vendor is not debarred or suspended from participation in Federal Assistance programs.

B. TAXES:

No bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property taxes to Jefferson County. The prospective bidder may be required to provide proof in the form of an original paid tax receipt issued by the Jefferson County Collector or a verified affidavit stating that the applicant does not own any real or personal property in Jefferson County.

Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property, or that the bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or proof shall be provided that the bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective bidder provides proof that the bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.

C. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

1. The prices in the proposal shall be independently determined, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to price with any Vendor or other person.
2. Unless otherwise required by law, the prices shall not have been knowingly disclosed by the Vendor prior to opening; or
3. No attempt has been made or will be made by the vendor to induce any other person or firm to submit or not to submit a proposal.

D. PRICE:

The price(s) specified in this proposal shall be firm and not subject to contingency or reservation. The vendor represents prices specified in the proposal do not exceed current selling price for the same or substantially similar good or service, and are the same as or lower than other prices charged to the vendor's most favored customer. In the event the stated prices are determined to be higher than the prices for which Supplier has sold the items, or services, to others, this contract price shall be reduced accordingly. **Proposal prices are ALL INCLUSIVE: (Shipping, Handling, Delivery, and Assembly to locations specified by the County).** Prices shall be firm for ALL County departments and locations for term of the agreement.

E. MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT:

Vendor represents that the goods provided comply with Sections 34.350 to 34.359, RSMo, known as the Domestic Product Procurement Act. The act encourages the purchase of products manufactured or produced in the United States, State of Missouri, and Jefferson County, Missouri. Vendor shall include proof of compliance with the Act with the proposal.

F. NON-EXCLUSIVE AGREEMENT:

The contractor shall understand and agree that the contract shall not be construed as an exclusive agreement and further agrees that the County may secure identical and/or similar services or products from other sources at anytime in conjunction with or in replacement of the contractor's services.

G. DEFINITIONS:

1. The term "County" means the Jefferson County, Missouri and its designated representatives.
2. The term "Vendor" means Supplier, Contractor, and Seller and includes designated representatives.
3. The term "RFP" means Request for Proposal.
4. The term "Agreement/Contract means Binding Agreement, Contract, Request for Purchase, Order.

H. INSPECTION, ACCEPTANCE AND APPROVALS:

Goods shall at all times and places, including the period of manufacture, are subject to inspection and test by County. County will accept or give notice of rejection of goods delivered within a reasonable time after receipt. Acceptance shall not waive any warranty. All goods supplied are subject to final inspection and acceptance by County notwithstanding payment, prior inspections or approvals. County may require prompt replacement or correction of rejected goods at Supplier's expense, including a reduction in price for rejected goods. Supplier shall not resubmit rejected goods to County without prior written approval and instructions from County. In addition, Supplier shall identify resubmitted goods as previously rejected. Supplier shall provide and maintain a quality assurance and control system acceptable to County.

I. WARRANTY:

Unless otherwise agreed to in writing by the parties, Supplier warrants that items ordered to specifications will conform thereto and to any drawings, samples or other descriptions furnished or adopted by County, or, if not ordered to specifications will be fit and sufficient for the purpose intended, and that all items will be new, merchantable, of good material and workmanship, and free from defect. Such warranties, together with Supplier's service warranties and guarantees, if any, shall survive inspection, test, acceptance of, and payment for the items and shall run to County and its assigns. Except for latent defects, the County shall give notice of any nonconformity to the Supplier within one (1) year after acceptance. County may return for credit or require prompt correction or replacement of the defective or non-conforming goods or have the defective good corrected or replaced at Supplier's expense. Return to Supplier of any defective or non-conforming goods and delivery to County of any corrected or replaced goods shall be at Supplier's expense. Defective or non-conforming items shall not be corrected or replaced without written authorization by County. Goods required to be corrected or replaced shall be subject to the provisions of this clause and the clause hereof entitled "Inspection, Acceptance and Approvals" in the same manner and to the same extent as goods originally delivered under this contract.

J. PAYMENT:

County will pay Supplier for goods upon delivery to, submission of certified invoices and acceptance. The County will not be responsible for articles or services furnished without a purchase order. Price is tax-exempt.

K. CHANGE ORDER:

County may make changes within the general scope of this contract. If any such changes cause an increase or decrease in the cost of or the time required for the performance of any part of the work, whether changed or not changed by any such order, an equitable adjustment shall be made in the price or delivery schedule or both, and any change order shall be in writing. Any claim by a Supplier for adjustment under this clause shall be asserted within fifteen (15) days from the date of receipt of this written order directing the change, provided, however, County, if it decides that the facts justify such action, may receive and act upon such claim asserted at any time prior to final payment.

L. DELIVERIES:

Deliveries shall be made in strict accordance with any delivery schedule contained in the proposal specification or contract and in the exact quantity ordered. Failure to adhere to delivery schedule is reason for termination in accordance with the "termination" clause. Deliveries are to be made at locations specified by the County at time of Order.

M. RESPONSIBILITY FOR SUPPLIES:

Pursuant to Section 290.560 RSMo, Supplier/Contractor shall employ only Missouri laborers and laborers from nonrestrictive states except that other laborers may be used when Missouri laborers or laborers from nonrestrictive states are not available, or are incapable of performing the particular type of work involved, if so certified by the contractor and approved by the County. Except as otherwise provided, Supplier shall be responsible and bear all risks for loss and damage to goods until delivery at County's facilities, regardless of F.O.B. point, point of inspection or acceptance; and if the goods are rejected.

N. SUBCONTRACTS:

Supplier shall not enter into any subcontract(s) in excess of \$25,000 or 20% of this contract price; whichever is less, for any goods without County's prior written approval.

O. CHOICE OF LAW:

This proposal and contract shall be governed and interpreted according to the laws of the State of Missouri. Venue for any court action shall be in Jefferson County, Missouri.

P. TERMINATION:

1. General: Performance of work may be terminated by the County in whole, or from time to time in part, whenever County shall determine that such termination is in the best interests of County. Termination shall be affected by delivery to Supplier of a Notice of Termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. If such notice does not state termination is pursuant to subparagraph 2, 3, or 4 of this paragraph, County shall have the right to so indicate within thirty (30) days. If no

notice is delivered within the thirty (30) day period, or such longer periods as is mutually agreed to by the parties, the original Notice of Termination shall be deemed to be issued pursuant to subparagraph I of this paragraph.

2. **Bankruptcy or Insolvency:** In the event bankruptcy proceedings are commenced by or against Supplier or under any provisions of the United States Bankruptcy Act or for the appointment of a receiver or trustee or a general assignment for the benefit of creditors of either party, County shall be entitled to terminate without further cost or liability.
3. **Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411)** requires that no bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property, or that the bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or proof shall be provided that the bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective bidder provides proof that the bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.
4. **Default:** County may terminate the whole Contract or any part in either of the following circumstances:
 - a. If supplier fails to deliver the items required by the contract within the time specified; or
 - b. If supplier fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of the contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days after notice from County specifying such failure. In the event of termination under subparagraph I, County shall have the right to procure, on such terms and in such manner as it may deem appropriate, items similar to those terminated, and to recover from Supplier the excess cost for such similar items provided, however, Supplier shall not be liable for such excess costs where the failure upon which the termination is based has arisen out of causes beyond the control of Supplier and without the fault or negligence of Supplier. Such causes shall be deemed to include fires, floods, earthquakes, strikes, and acts of the public enemy. The rights of County provided in subparagraph I shall be in addition to any other rights provided by law or the contract.
 - c. In the event of the Supplier's non-compliance with the provisions as set forth. This Contract may be cancelled, terminated or suspended in whole or in part and the supplier may be declared ineligible for further County contracts. The rights and remedies of the County provided in this paragraph shall not be exclusive but are in addition to any remedies provided in this Contract or as provided for by law.

Q. NOTICE AND SERVICE THEREOF:

Any notice from the County shall be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail, to the Supplier, at the address stated on the proposal form.

R. CONTRACT TERM:

Performance shall be governed solely by the terms and conditions as set forth in the Request for Proposal, Proposal Specifications, Proposal Form and the Contract notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished the Seller at any time and the acceptance by the County for any goods furnished.

S. COMPLIANCE WITH APPLICABLE LAWS:

Supplier warrants it has complied with all applicable laws, rules and ordinances of the United States, Missouri or any other Governmental authority or agency in the manufacture or sale of the goods, including but not limited to all provisions of the Fair Labor Standards Act of 1938, as amended.

T. ACTS OF GOD:

No party shall be liable for delays, nor defaults due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental actions of any kind or any other causes of a similar character beyond its control and without its fault or negligence.

U. SELLER'S INVOICES:

Invoices shall contain the following information. Contract number (if any), Purchase Order Number, Item number, contract description of goods or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the County Accounts Payable Clerk.

V. APPROVAL:

It is agreed the acceptance of a proposal shall not be valid and binding upon the County until approved by the County Purchasing Agent, County Council and County Counselor.

W. INDIVIDUAL, PARTNERSHIPS, CORPORATIONS:

Indicate: ☐ Individual: ☐ Partnership: ☒ Corporation.

Incorporated in the State of Missouri.

X. LITIGATION:

This agreement shall be interpreted under the laws of the State of Missouri. Any disagreements, questions, controversies, litigation or other causes of action whatsoever arising from or under the terms of this agreement shall be resolved in the trial courts of 23rd Judicial Circuit Court of the State of Missouri-Hillsboro, Missouri.

Y. LANGUAGE: Bids and all related documents will only be accepted in the English Language.

THE INVITATION FOR BID / REQUEST FOR PROPOSAL NOTICES ARE POSTED ON THE JEFFERSON COUNTY, MISSOURI WEBSITE AT WWW.JEFFCOMO.ORG LOCATED UNDER THE SERVICES TAB, INVITATION FOR BID / REQUEST FOR PROPOSAL LINK.

SPECIFICATION
CONTACTS

LT COL STEVEN MEINBERG – SHERIFF’S OFFICE - 636 797 5528

CARL W. “WES” YATES III – COUNTY COUNSELOR – 636 797 5072

AFFIDAVIT OF WORK AUTHORIZATION

The grantee, sub grantee, contractor or subcontractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now ANTHONY W. BECKER (Name of Business Entity Authorized Representative) as VICE PRESIDENT (Position/Title) first being duly sworn on my oath, affirm CUSTOM INSURANCE SERVICES (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to JC/MEG TASK FORCE INS. (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contractor, or subcontractor, if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that CUSTOM INSURANCE SERV. (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to JC/MEG TASK FORCE INS. (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contract, or subcontract, if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Anthony W. Becker
Authorized Representative's Signature

ANTHONY W. BECKER
Printed Name

VICE PRESIDENT
Title

4/30/2013
Date

Subscribed and sworn to before me this 30th of 4, 2013. I am
(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of Jefferson, State of
(NAME OF COUNTY)

Missouri, and my commission expires on 6/09/16.
(NAME OF STATE) (DATE)

Andrew G. Richards
Signature of Notary

4/30/13
Date

AFFIDAVIT OF WORK AUTHORIZATION

(Continued)

CURRENT BUSINESS ENTITY STATUS

I certify that CUSTOM INSURANCE SERVICES (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above.

ANTHONY W. BECKER
Authorized Business Entity
Representative's Name
(Please Print)

AWB
Authorized Business Entity
Representative's Signature

CUSTOM INSURANCE
Business Entity Name

4/30/2013
Date

As a business entity, the grantee, sub grantee, contractor, or subcontractor must perform/provide the following. The grantee, sub grantee, contractor, or subcontractor shall check each to verify completion/submission:

- ☐ Enroll and participate in the E-Verify federal work authorization program
(Website: <http://www.dhs.gov/e-verify>;
Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

- ☐ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the grantee's, subgrantee's, contractor's, or subcontractor's name and the MOU signature page completed and signed, at minimum, by the grantee, subgrantee, contractor, or subcontractor and the Department of Homeland Security – Verification Division; (if the signature page of the MOU lists the grantee's, subgrantee's, contractor's, or subcontractor's name, then no additional pages of the MOU must be submitted).



Oliver "Glenn" Boyer
Sheriff

Jefferson County Sheriff's Office
PO Box 100
Hillsboro, MO 63050
Telephone (636) 797 -5000
Fax (636) 797 -5049



Steven E. Meinberg
Undersheriff

BID SPECIFICATIONS FOR LIABILITY INSURANCE

The Jefferson County Sheriff's Office and the Jefferson County / Municipal Enforcement Group (JC/MEG) is seeking Liability Insurance coverage in the amount of One Million Dollars (\$1,000,000.00) for the JC/MEG drug task force and their Board of Governors.

The Board of Governors consists of the Jefferson County Sheriff, Municipal Police Chiefs in Jefferson County, and the Jefferson County Prosecuting Attorney, which manage, oversee, and develop policy for the JC/MEG drug task force. The JC/MEG drug task force consists of anywhere between seven (7) and fifteen (15) officers at any given time, an assistant Prosecuting Attorney, and an analyst for drug and crime investigations. *See Sections 195.501; 195.503; 195.505 and 195.507 RSMo.*

We are requesting bids to be categorized in four ways:

- Separate liability coverage for the Board of Governors (Directors).
- Separate liability coverage for the JC/MEG drug task force (Members).
- Separate policies covering both the Board of Governors and the JC/MEG drug task force, along with any discounts that may apply for awarding both bids together.
- One umbrella policy for both the Board of Governors and the JC/MEG drug task force.

Bids due:

In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this _____ day of _____ 2013:

CUSTOM INSURANCE SERVICES, INC. County of Jefferson, State of Missouri
Company Name

Anthony W. Becker
Signature
ANTHONY W. BECKER
Print

Kenneth B. Waller County Executive

Company Address: _____

200 MISSISSIPPI AVE
CRYSTAL CITY, MO 63019

Phone: 636-931-1200

I hereby certify under section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the treasury, to the credit of the funds from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

County Auditor

APPROVED AS TO FORM

County Counselor

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 43 CFR Part 12, Section 12.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). For further assistance in obtaining a copy of the regulations, contact the U.S. Department of the Interior, Acquisition and Assistance Division, Office of Acquisition and Property Management, 18th and C Streets, NW, Washington, D.C. 20240.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS)

(1) The prospective participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

(2) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ANTHONY W. BECKER, VP, CUSTOM INSURANCE SERVICES
Name and Title of Authorized Representative

Anthony W. Becker
Signature

4/30/2013
Date

Instructions for Certification

1. By signing and submitting this proposal, the prospective participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "participant", "person", "primary covered transaction", "principal", "proposal" and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage Sections of rules implementing Executive Order 12549.
5. The prospective participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion", without modification, in all covered transactions and in all solicitations for covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency.

CUSTOM INSURANCE SERVICES, INC.

Main (636) 931-1200 Toll Free (800) 927-7885

Fax (636) 931-1201 Web <http://custom-ins.com>

May 14, 2013

Dept of Administrative Services
Attn: Vickie Pratt
County of Jefferson
729 Maple St
Hillsboro, MO 63050

Dear Ms. Pratt, Lt. Col. Meinberg and Mr. Yates:

I am pleased to provide the enclosed quote proposal in response to the County's RFP for JC/MEG DRUG TASK FORCE LIABILITY INSURANCE. I believe it will meet the needs of the MEG, its board members, member entities and officers. The annual premium is \$5,419 with a \$5,000 deductible.

History

As you may know, my agency has been pursuing this subject with the County for some time. It was first brought to my attention in January 2013, when it became clear that there was no coverage in force that specifically covered the exposures of the drug task force. We pursued all angles, looking for coverage from the member entities' insurers as well as trying to obtain coverage for the task force itself. We searched all the standard markets, all the excess & surplus markets and specialty markets we could locate at that time, and were not able to locate an insurer willing to take on the risk.

The effort culminated in a call to Missouri Rep. Paul Wieland's office, who approached the Attorney General to issue an opinion on the matter that would compel MOPERM, the Missouri Public Entity Risk Management fund created by the legislature, to write coverage for drug task forces across the state. I have not heard of any progress on that front; the AG's initial opinion as I understood it was that MEGs are not public entities and therefore do not fall under MOPERM's auspices.

Subsequent to the publishing of this RFP, we were able to locate a willing market and that quote is included here. I would like to thank Lt. Col. Meinberg in particular for providing me with needed information and copies of relevant MEG written policies.

About the Coverage

The coverage form is a law enforcement liability form with inclusion of errors and omissions in the definition of "occurrence," and with broad language governing "who is an

200 Mississippi Ave
Crystal City, MO 63019

*Since 1975, helping businesses and
families protect their assets.*

**Allied
Insurance**A Nationwide Company
On Your Side™**help**

Insured Requested Cancellation

Policy Number: HA 0013804593-9

Policy Effective Date: 05/05/2013

Cancellation Effective Date: 05/05/2013

Insured #1: SHANNON DAVIDSON

Insured #2: DARLENA DAVIDSON

Address: 3484 JARVIS RD
HILLSBORO, MO 63050-3822

To cancel a policy online, you must agree to the following:

1. I have received a written request to cancel with the insured's signature and have retained it in my office. I acknowledge the importance of this signature reflecting the intent of the insured as required by law and to reduce the risk of E & O. Signature Requirements
2. I agree to produce this document at any time the company requests it.
3. I agree that failure to produce this document could jeopardize my contractual relationship with the company.

☒ I Agree

***The above address is the mailing address, which may be different than the billing address. If the insured qualifies for a refund, it will be sent to the billing address in approximately 7 days. If the refund needs to be sent elsewhere, fax the cancellation request to PLPC with specific mailing instructions.

Effective date of cancel: 05/05/2013

Reason for Cancellation:

Price is too high



***After submission, there will be no opportunity to amend or delete a pending cancellation.

insured.” It is our belief that this single policy will cover the exposures contemplated in the RFP, with one policy that simultaneously covers the MEG itself, its board members in their individual capacities, its member entities including the County and the various Cities, and the members of the task force as individuals. By including errors and omissions coverage, the coverage is much broader than a standard general liability policy.

I have included a specimen coverage form, as well as a sample claim that was defended in federal court in the Northern District of Mississippi by this policy. Having a single policy covering all aspects of the MEG’s operations is a significant advantage. If and when a claim does occur, all of the parties involved will be represented by one attorney. Below is a summary of how a claim would be handled both today (with no policy in place) and after the proposed policy is in force:

	<u>No MEG Policy</u>	<u>MEG Policy</u>
Who defends the MEG and pays claims on its behalf?	An attorney hired at the MEG’s own expense; the MEG itself would pay any damages awarded.	Indian Harbor’s attorneys defend at Indian Harbor’s expense; claims paid by Indian Harbor.
Who defends the MEG board members and pays claims on their behalf?	The board member, unless the MEG is able to provide for this from its own funds.	Indian Harbor’s attorneys defend at Indian Harbor’s expense; claims paid by Indian Harbor.
Who defends the member entities and pays on their behalf if they are drawn into the suit?	The member entity, unless the MEG is able to provide for this from its own funds. Not all member entities’ insurers will provide coverage for this.	Indian Harbor’s attorneys defend at Indian Harbor’s expense; claims paid by Indian Harbor.
Who defends the members of the MEG task force and pays on their behalf?	The individual officer’s employer will provide defense and claim payment in most cases, subject to their employing entity’s insurance coverage.	Indian Harbor’s attorneys defend at Indian Harbor’s expense; claims paid by Indian Harbor.

As you can see, the mere fact that a single legal representative defends all parties in the case, presenting a unified front, would be a significant advantage versus having potentially dozens of different attorneys representing the various entities involved.

Finally, the proposed policy provides a death benefit coverage of \$50,000 per incident (up to a maximum of \$100,000 per annual policy period) for family expenses of officers lost in the line of duty. While no amount is sufficient when a life is lost, it is sure to be welcome should such a loss take place.

About the Insurer / Intermediate Brokers

After the County's RFP was published, I was approached by Jim Cantwell of broker Edward & Lee in Glenview, IL, through whom we were able to obtain the attached quote. In placing specialty coverages there are usually several intermediaries, so I wanted to explain who is who. The insurer is Indian Harbor, a member of XL Group insurers, with an A. M. Best rating of A/XV/Stable indicating excellent financial stability and reserves of \$2 billion or greater. Indian Harbor's public entity program is managed by exclusive contract with Public Risk Underwriters of Texas, who has a select few licensed producers around the United States, of which Edward & Lee is one. Since Custom Insurance Services does not have a direct contract with Indian Harbor / PRU of Texas, Edward & Lee is the "producing agent" for the policy and Custom Insurance is the "local surplus lines agent."

Indian Harbor does business in the state of Missouri on a non-admitted basis. This proposed policy with Indian Harbor does not participate in Missouri's Insurance Guarantee Fund. If the County and the MEG were not tax-exempt entities, we would also be required to collect a Surplus Lines Tax.

About Custom Insurance Services

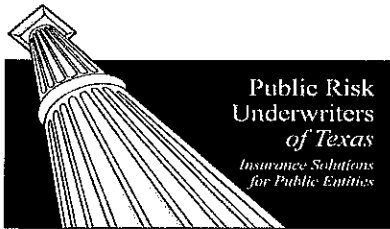
Custom Insurance Services is a Jefferson County business. Founded in 1975 and locally owned by Don Becker, the agency is proud to count a number of public entities among its customers, including several cities, fire districts, ambulance districts, the Jefferson County Public Library district, and the County of Jefferson itself. Tony Becker joined the agency in 2002 and completed his Certified Insurance Counselor (CIC) designation in 2004. He expects to complete his Certified Risk Manager (CRM) designation in June 2013. Only 7% of insurance professionals nationwide hold a CIC and less than 1% hold a CRM.

Please contact me at (636) 931-1140 or tbecker@custom-ins.com if I can answer any questions or provide additional information regarding this proposal.

Sincerely,



Tony Becker, CIC
Custom Insurance Services, Inc.



Public Risk Underwriters of Texas
101 W. Renner Road, #450
Richardson, TX 75082
Main Number: 469-449-1516
Fax Number: 469-449-1517

May 6, 2013

John Heggie
Edward & Lee, LLC
P.O. Box 646
Glenview, IL 60025

**RE: Jefferson County/Municipal Enforcement Group, MO
Law Enforcement Liability**

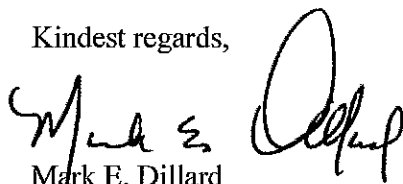
Dear John,

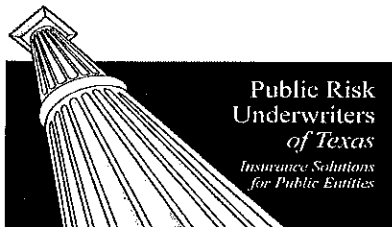
Thank you for your recent submission for the above referenced account. I am happy to present the attached proposal for your consideration.

Please note I have attached a Surplus Lines Acknowledgment Form. The Surplus Lines Acknowledgement form must be completed to verify that this placement is in compliance with all state specific surplus lines requirements.

Please review your proposal carefully and let me know if you have any questions or if we can be of any further assistance. Thank you.

Kindest regards,


Mark E. Dillard
Vice President



Public Risk Underwriters of Texas
101 W. Renner Road, #450
Richardson, TX 75082
Main Number: 469-449-1516
Fax Number: 469-449-1517

LAW ENFORCEMENT LIABILITY QUOTATION

MAY 6, 2013

PRODUCER: John Heggie
Edward & Lee, LLC
P.O. Box 646
Glenview, IL 60025

APPLICANT: Jefferson County/Municipal
Enforcement Group
729 Maple Street
Hillsboro, MO 63050

INSURER: INDIAN HARBOR INSURANCE COMPANY
BEST RATING: A XV
A SURPLUS LINES CARRIER

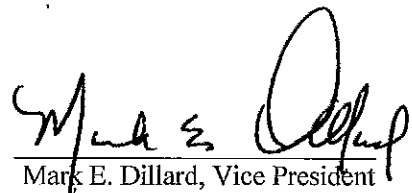
PROPOSED INCEPTION: TBD

<u>POLICY LIMITS:</u>		<u>DEDUCTIBLE:</u>	<u>ANNUAL PREMIUM</u>
<u>Each Occurrence/</u>	<u>Annual Agg.</u>	<u>Including LAE</u>	
\$1,000,000	/ \$1,000,000	\$5,000	\$5,419
\$1,000,000	/ \$1,000,000	\$10,000	\$5,115

TERMS, CONDITIONS AND SUBJECTIVITIES include but are not limited to:

- \$150 Policy Fee in addition to the annual premium.
- Policy Form: PES-LEL-PF (02/08) An **OCCURRENCE** form.
- Completed, **signed and dated** original PRU-TX application or prior versions [Form: PRU-TX LEL App (02/09) or prior versions] **prior to binding.**
- Surplus Lines Acknowledgement Form **prior to binding.**
- Mutual Aid Agreements and Inter-local contracts **within 30 days.**
- Nuclear Energy Exclusion (PES – LEL – 100 (10/07))
- 25% Minimum Earned Premium Endorsement (PES – LEL – 111 (10/07))
- Line of Duty of Death Endorsement (PES-LEL-123 (02/09))
- Service of Process Endorsement (XL Form Number TBD).
- Any Notices or Disclosures required by the state regulatory agency.
- Payment is due and payable within 30 days of inception.
- Your office will be responsible for the filing, collection, and remittance of all applicable surplus lines taxes and fees.
- Your commission will be 14.0%

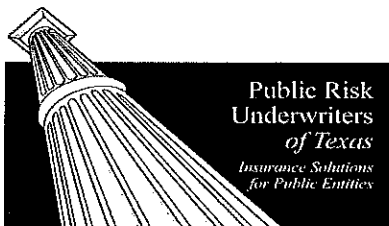
Proposal prepared by:


Mark E. Dillard, Vice President

If there have been any material changes since the application has been signed, you must immediately report the applicable changes to Public Risk Underwrites of Texas.

This proposal is valid until 12:01 AM TBD. If we have not received a written request to bind coverage by then, we will close our file. This proposal may not match the coverage requested. Forms and endorsements are available upon request. If you have any questions or would like alternative proposals please contact us.

REMINDER: Only **PRU of Texas** has the authority to bind, alter, or cancel coverage on behalf of the carrier. Coverage cannot be assumed to be bound without written confirmation from an authorized representative of **PRU of Texas**.



SURPLUS LINES ACKNOWLEDGEMENT

Coverage for this Insured will be placed with a non-admitted carrier. The locally licensed surplus lines agent must complete this form and warrant that all of the insurance requirements of the Insured's home state will be complied with, including the filing and payment of all applicable surplus lines taxes and fees.

Insured: Jefferson County/Municipal Enforcement Group
729 Maple Street
Hillsboro, MO 63050

Carrier: Indian Harbor Insurance Company
c/o Public Risk Underwriters of Texas
101 W. Renner Road, Ste. 450
Richardson, TX 75082

Proposed Effective Date: TBD

Policy Number: (To be determined)

Local Surplus Lines Agent (Please print legibly)

Name of Licensed Agent:		
Name of Agency:		
Agency Address:		
Street Address		
City	State	Zip:
Surplus Lines License Number:		
Number		State
Phone No.	FEIN No.	
Signature:		
Date:		
Note: *CA Agents: The undersigned ensures that this placement is in compliance with California Insurance Code section 1764, and that Disclosure Notice form D-1 has been signed by the Insured.		

Note: This form must be completed and returned with the order to bind coverage. Failure to return this form could result in the refusal to bind your insurance coverage.



POLICE PROFESSIONAL LIABILITY OCCURRENCE INSURANCE POLICY

SUBJECT TO ITS TERMS, THIS POLICY PROVIDES COVERAGE FOR CLAIMS ARISING FROM LAW ENFORCEMENT OCCURRENCES THAT TAKE PLACE DURING THE POLICY PERIOD. DEFENSE EXPENSES ARE PAID IN ADDITION TO THE LIMITS OF LIABILITY. PLEASE READ AND REVIEW THE POLICY CAREFULLY.

In consideration of the payment of the premium and in reliance upon all statements made and information furnished to the **Insurer**, including the statements made in the **Application**, the **Insurer** and the **Insureds**, subject to all of the terms, conditions and limitations of this Policy and any endorsements thereto, agree as follows:

I. INSURING AGREEMENTS; ADDITIONAL COVERAGES

A. Police Professional Liability

The **Insurer** will pay on behalf of any **Insured**, excess of the Retention and subject to the Limits of Liability set forth in the Declarations, **Loss** which the **Insured** is legally obligated to pay as a result of a **Claim** against an **Insured** for a **Law Enforcement Occurrence** that takes place during the **Policy Period**.

The **Insurer** will have the right and duty to defend a **Claim** against an **Insured** for a **Law Enforcement Occurrence** which is covered by this Policy, even if the allegations of such **Claim** are groundless, false or fraudulent.

B. ADDITIONAL COVERAGES

(1) Loss of Earnings

The **Insurer** will pay on behalf of any **Insured**, in addition to the Limits of Liability set forth in the Declarations, all reasonable expenses incurred by the **Insured** at the **Insurer's** request to assist the **Insurer** in the investigation or defense of any **Claim**, including actual loss of earnings of any **Insured**, because of time off from work; provided that the most the **Insurer** shall pay shall be \$500 per day, per **Insured**. Such "expenses," as used herein, shall not include salaries paid to officials, officers or employees of the **Named Insured** in the normal course of business.

(2) Emergency Medical Expenses Coverage

The **Insurer** will pay on behalf of any **Insured**, in addition to the Limits of Liability set forth in the Declarations, all reasonable expenses incurred by the **Insured**, or charged to the **Insured** by third parties, for first aid or emergency medical care or assistance rendered in good faith to any ill or injured person, in connection with a **Law Enforcement Occurrence** resulting in **Bodily Injury** which is covered under this Policy.

II. DEFINITIONS

- A. **"Application"** means all applications, including any attachments and other materials provided therewith or incorporated therein, submitted in connection with the underwriting of the Policy or for any other policy of which this Policy is a renewal, replacement or which it succeeds in time.
- B. **"Auto"** means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment.
- C. **"Bodily Injury"** means the following, when alleged against an **Insured** by an entity or a person who is not an **Insured**: physical injury, mental anguish, emotional distress, sickness or disease sustained by a person, including death resulting from any of these at any time.
- D. **"Claim"** means:
- (1) any written demand for monetary relief;
 - (2) any written request to toll or waive any statute of limitations, or to waive any contractual time bar, relating to a potential suit against an **Insured** for a **Law Enforcement Occurrence**;
 - (3) any civil proceeding in a court of law or equity, including any appeal therefrom, which is commenced by the filing of a complaint, motion for judgment, or similar proceeding;
 - (4) any criminal proceeding which is commenced by the return of an indictment or similar document;
 - (5) any administrative or regulatory proceeding or investigation, commenced by the filing of a notice of charges, formal order of investigation or similar document; or
 - (6) any arbitration proceeding, or any other alternative dispute resolution proceeding, in which monetary damages are claimed and to which the **Insured** must submit or does submit with the **Insurer's** consent.
- E. **"Defense Expenses"** means:
- (1) reasonable and necessary fees, costs, charges or expenses resulting from the investigation, defense or appeal of a **Claim**;
 - (2) premium for an appeal, attachment or similar bond, but without any obligation to apply for and obtain such bond, in connection with a **Claim**;
 - (3) any fees, costs, charges or expenses incurred by the **Insured** at the specific written request of the **Insurer** to assist the **Insurer** in the investigation, defense or appeal of a **Claim**.
- "Defense Expenses"** do not include: (a) amounts incurred by the **Insured** prior to the date a **Claim** is first made and reported to the **Insurer**; or (b) compensation or benefits of any **Insured Person** or any overhead expenses of the **Insured**.
- F. **"Employment Practices Wrongful Act"** means any of the following:
- (1) wrongful dismissal, discharge or termination of employment, whether actual or constructive;
 - (2) harassment (including sexual harassment whether "quid pro quo," hostile work environment or otherwise);

- (3) discrimination based upon age, gender, race, color, national origin, religion, sexual orientation or preference, pregnancy or disability or any basis prohibited by federal, state or local laws;
 - (4) breach of any manual of employment policies or procedures;
 - (5) retaliatory action in response to an employee's:
 - (a) disclosure or threat of disclosure of any act alleged to be a violation of any federal, state, local or foreign law, common or statutory, or any rule or regulation promulgated thereunder;
 - (b) actual or attempted exercise of any right that employee has under law; or
 - (c) filing of any claim under the Federal False Claims Act or any other federal, state, local or foreign "whistleblower" law;
 - (6) misrepresentation, libel, slander, humiliation, defamation, invasion of privacy, infliction of emotional distress or mental anguish;
 - (7) wrongful failure to employ or promote, wrongful deprivation of career opportunity, including tenure, wrongful demotion or evaluation or wrongful discipline; or
 - (8) breach of a contract to commence or to continue employment.
- G. **"Hostile Fire"** means one which becomes uncontrollable or breaks out from where it was intended to be.
- H. **"Insured"** shall have the meaning described in Section IV. of this Policy, WHO IS AN INSURED.
- I. **"Insured Contract"** means a written mutual law enforcement assistance agreement or contract between the **Named Insured** and another government entity or political subdivision, under which the **Named Insured** assumes the tort liability of another government entity or political subdivision to pay for **Personal Injury, Bodily Injury** or **Property Damage** to a third party who is not an **Insured**. "Tort liability," as used herein, means liability that would be imposed by law in the absence of any contract or agreement.
- J. **"Insurer"** means the Company identified in the Declarations.
- K. **"Law Enforcement Activities"** means:
- (1) law enforcement-related duties conducted by any **Insured** for or on behalf of the **Named Insured**;
 - (2) **Off-Duty Activities**;
 - (3) law enforcement assistance rendered by any **Insured** pursuant to an **Insured Contract**; or
 - (4) any special event or activity conducted by any **Insured** for or on behalf of the **Named Insured**; provided that there is no increase in staffing for the **Named Insured** due to such special event or activity.
- L. **"Law Enforcement Occurrence"** means an event, including continuous or repeated exposure to substantially the same general harmful conditions, which takes place during the **Policy Period** and results in:
- (1) **Personal Injury**, and which arises out of, and is committed during the course and scope of, **Law Enforcement Activities**;

- (2) **Bodily Injury or Property Damage**, and which arises out of the ownership, maintenance or use of **Premises** by the **Insured** for the purpose of conducting **Law Enforcement Activities**; or
- (3) **Bodily Injury or Property Damage**, and which results from an actual or alleged act, error or omission, neglect or breach of duty by an **Insured** that arises out of, and is committed during the course and scope of **Law Enforcement Activities**.

M. **“Loading or Unloading”** means the handling of property:

- (1) after it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or **Auto**;
- (2) while it is in or on any aircraft, watercraft or **Auto**; or
- (3) while it is being moved from an aircraft, watercraft or **Auto** to the place where it is finally delivered;

provided, however that **“Loading or Unloading”** shall not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or **Auto**.

N. **“Loss”** means any monetary amount that an **Insured** is legally obligated to pay as a result of a **Law Enforcement Occurrence** covered by this Policy, including but not limited to judgments and settlements, pre-judgment interest and post-judgment interest.

“Loss” will not include:

- (1) **Defense Expenses**;
- (2) fines, taxes or penalties;
- (3) punitive or exemplary damages or the multiplied portion of a multiple damages award, or other amounts which may be deemed uninsurable under the law pursuant to which this Policy is construed; or
- (4) relief or redress in any form other than monetary damages, including the costs of complying with any injunctive, declaratory or equitable relief, remedy or order.

O. **“Named Insured”** means the entity set forth in ITEM 1. of the Declarations.

P. **“Off-Duty Activities”** are departmentally approved, law enforcement-related, off-duty activities or services performed by an **Insured**, or employment of an **Insured**, for an entity other than the **Named Insured**, as disclosed on the **Application** for this Policy.

Q. **“Personal Injury”** means the following, when alleged against an **Insured** by an entity or a person who is not a past or present **Insured**:

- (1) assault and battery;
- (2) discrimination, where insurable by law;
- (3) false arrest, detention or imprisonment;
- (4) malicious prosecution;
- (5) erroneous, false or improper service of process;
- (6) humiliation or mental distress;
- (7) the publication or utterance of a libel, slander or other defamatory or disparaging material, or a publication or utterance in violation of an individual’s right to privacy, except publications or utterances in the course of telecasting activities by or on behalf of the **Insured**;

- (8) violation of civil rights protected under 42 USC 1981 et seq. or under any similar state civil rights law;
 - (9) violation of property rights;
 - (10) wrongful entry, eviction, or other invasion or denial of the right to public or private occupancy.
- R. **"Policy Period"** means the period from the Inception Date of this Policy set forth, in ITEM 2. of the Declarations, to the Expiration Date of this Policy set forth in ITEM 2. of the Declarations, or to any earlier cancellation date of this Policy.
- S. **"Pollutant"** means any of the following:
 - (1) smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials (including medical or pharmaceutical supplies and materials which are intended to be or have been recycled, reconditioned or reclaimed) or other irritants, pollutants or contaminants;
 - (2) mold(s), mildew(s), fungi and/or spore(s); or any materials, goods or products containing, harboring or nurturing any such mold(s), mildew(s), fungi and/or spore(s);
 - (3) lead, silica or asbestos, whether or not airborne as a particle, contained in or formed as part of a product, structure or other real or personal property, ingested or inhaled or transmitted in any fashion, or found in any form whatsoever; or
 - (4) nuclear reaction, radioactive contamination or any radiation of any kind, including but not limited to nuclear radiation and electromagnetic radiation;

provided however, that **"Pollutant"** shall not include heat, smoke or fumes resulting from a **Hostile Fire** at or from the **Premises**.
- T. **"Premises"** means the following, if located in the continental United States:
 - (1) the location designated in ITEM 1. of the Declarations, including the ways and means adjoining such premises on land;
 - (2) any jail, holding cell, detention or lock-up facility, owned or leased by, and operated by, the **Named Insured** at the location designated in ITEM 1. of the Declarations; and
 - (3) any other location specifically scheduled in an Endorsement to this Policy.
- U. **"Property Damage"** means:
 - (1) physical injury to or destruction of tangible property, including loss of use thereof at any time resulting therefrom; or
 - (2) loss of use of tangible property which has not been physically injured or destroyed.
- V. **"Retention"** means the amount shown in Item 4. of the Declarations that the **Insured** must contribute to **Loss** and **Defense Expenses**.
- W. **"Terrorism"** means "Certified Acts" as defined by the Terrorism Risk Insurance Act of 2002 (TRIA) and as amended by the Terrorism Risk Insurance Program Reauthorization Act of 2007. Pursuant to such Acts as currently written, a "Certified Act" is any act that is certified by the Secretary of the Treasury of the United States of America: to be an act

of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the U.S. (or outside of the U.S. in the case of certain air carriers, vessels, and U.S. missions); and to have been committed by an individual or individuals acting as part of an effort to coerce the civilian population of the U.S. or to influence the policy or affect the conduct of the U.S. Government by coercion.

III. EXCLUSIONS

A. The **Insurer** shall not pay **Loss**, but shall only pay **Defense Expenses**, from any **Claim** brought about or contributed to in fact by:

- (1) any deliberate misconduct or deliberate dishonest, fraudulent, criminal or malicious act, error or omission by any **Insured**;
- (2) any willful violation by any **Insured** of any law, statute, ordinance, rule or regulation; or
- (3) any **Insured** gaining any profit, remuneration or advantage to which such **Insured** is not legally entitled.

The applicability of EXCLUSIONS A(1), A(2) and A(3) to any specific **Insured** may be determined by an admission of such **Insured**, a finding, or a final adjudication in the proceeding constituting the **Claim** or in a proceeding separate from or collateral to the **Claim**. If any specific **Insured** in fact engaged in the conduct specified in EXCLUSIONS A(1), A(2) or A(3), such **Insured** shall reimburse the **Insurer** for any **Defense Expenses** advanced to or paid on behalf of such **Insured**.

B. The **Insurer** shall not pay any **Loss** or **Defense Expenses** from any **Claim** based on, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving:

- (1) war, whether or not declared, or any act or condition incidental to war, including civil war, insurrection, rebellion or revolution; or **Terrorism**;
- (2) any actual, alleged or threatened exposure to, or generation, storage, transportation, discharge, emission, release, dispersal, seepage, migration, release, growth, infestation, spread, escape, treatment, removal or disposal of, any **Pollutant**, or any regulation, order, direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize any **Pollutant**, or any action taken in contemplation or anticipation of any such regulation, order, direction or request;
- (3) any actual or alleged violation of the Fair Labor Standards Act, the National Labor Relations Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, the Occupational Safety and Health Act, any workers' compensation, unemployment insurance, social security, or disability benefits law, other similar provisions of any federal, state or local statutory or common law or any rules or regulations promulgated under any of the foregoing, including, but not limited to, any actual or alleged improper payroll practices, wage and hour policies, and payment of overtime or vacation pay;

- (4) any actual or alleged **Employment Practices Wrongful Acts**;
- (5) the rendering of, or failure to render, any medical services; provided that any **Insured** who, in good faith, renders first aid or emergency medical care or assistance, to any ill or injured person which results in **Personal Injury** or **Bodily Injury** covered under this Policy, will not be subject to this Exclusion B(5);
- (6) any liability assumed by any **Insured** under any contract or agreement; provided that this Exclusion B(6) shall not apply to liability:
 - (a) assumed in an **Insured Contract** provided the **Law Enforcement Occurrence** occurs subsequent to the execution of such **Insured Contract**; or
 - (b) that the **Insured** would have had in the absence of the contract or agreement;
- (7) **Personal Injury or Bodily Injury** to:
 - (a) an employee of the **Insured** arising out of and in the course of employment by the **Insured**;
 - (b) an auxiliary law enforcement officer or volunteer law enforcement officer, or reserve officer, while serving under the direction and control of the **Insured**; or
 - (c) the spouse, child, parent, brother, sister of that employee, or auxiliary or volunteer law enforcement officer, or reserve officer, as a consequence of (a) or (b) above;

This Exclusion B(7) applies whether the **Insured** 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.

This Exclusion B(7) shall not apply to liability assumed by the **Insured** under an **Insured Contract**.

- (8) the ownership, maintenance, operation, use, entrustment to others or **Loading or Unloading** of any:
 - (a) **Auto**, watercraft, aircraft, motorcycle or other motorized unit owned or operated by, or rented or loaned to, any **Insured**; or
 - (b) **Auto**, watercraft, aircraft, motorcycle or other motorized unit operated by any person in the course of his or her employment for the **Insured**;
- (9) **Property Damage** to:
 - (a) property which is owned or rented by, loaned to, or occupied by, any **Insured**;

- (b) premises which have been sold, given away, or abandoned by the **Insured** if the **Property Damage** arises out of any part of those premises; or
 - (c) property in the care, custody and control of any **Insured**;
- provided, however, that this Exclusion B(9) shall not apply to property on persons, other than **Insureds**, at the time of arrest, custody or incarceration;
- (10) any actual or alleged transmission of, or exposure to, any communicable disease, including, but not limited to, Acquired Immune Deficiency Syndrome, tuberculosis or hepatitis;
 - (11) the performance of any law enforcement-related professional services by any **Insured**, for any entity or individual other than the **Named Insured**; provided, however, that this Exclusion B(11) shall not apply if such professional services constitute **Law Enforcement Activities**.

IV. WHO IS AN INSURED

Each of the following is an **Insured** under this Policy:

- A. the **Named Insured**;
- B. past, present or future, full or part-time employees of the **Named Insured**;
- C. past, present or future, lawfully elected, appointed or employed officials of the **Named Insured**, with respect to liability arising out of **Law Enforcement Activities**;
- D. past, present or future, auxiliary and volunteer law enforcement officers, and reserves, who serve under the direction and control of the **Named Insured**, with respect to liability arising out of **Law Enforcement Activities**; and
- E. in the event of death, incapacity or bankruptcy of an individual identified in paragraphs B. through D. above, the estates, heirs, legal representatives or assignees of such individuals but only with respect to liability arising out of **Law Enforcement Activities** committed by such individual;
- F. the lawful spouse or domestic partner of any individual identified in paragraphs B. through D. above, but only with respect to liability arising out of **Law Enforcement Activities** committed by such individual, and provided that such spouse or domestic partner is represented by the same counsel as such individual with respect to any **Claim**;
- G. the political subdivision in which the **Named Insured** is located, and its elected, appointed or employed officials, but only with respect to vicarious liability arising out of **Law Enforcement Activities** of the **Named Insured**;
- H. if the **Named Insured** is providing **Law Enforcement Activities** for an educational institution, the educational institution and its employees and administrators are **Insureds**, but only with respect to vicarious liability arising out of the **Law Enforcement Activities** of the **Named Insured**.

V. LIMITS OF LIABILITY

Regardless of the number of **Insureds** under this Policy, persons or organizations who make a **Claim** under this Policy, or **Claims** brought under this Policy, the **Insurer's** liability is limited as follows:

A. Each Law Enforcement Occurrence Limit of Liability

Subject to the Policy Aggregate Limit of Liability, the amount set forth in ITEM 3(a) of the Declarations shall be the maximum Limit of Liability of the **Insurer** for all **Loss**, in excess of the Retention set forth in ITEM 4. of the Declarations, resulting from all **Claims** arising out of a single **Law Enforcement Occurrence** for which this Policy provides coverage.

B. Policy Aggregate Limit of Liability

The amount set forth in ITEM 3(b) of the Declarations shall be the maximum aggregate Limit of Liability of the **Insurer** for all **Loss** resulting from all **Claims** for all **Law Enforcement Occurrences** for which this Policy provides coverage.

C. Payment of Defense Expenses:

Defense Expenses shall be paid in addition to the Limits of Liability, and payment of **Defense Expenses** by the **Insurer** shall not reduce such Limits of Liability.

D. Retention:

The obligation of the **Insurer** to pay **Loss** or **Defense Expenses**, or to defend any **Claim**, will only be in excess of the Retention set forth in ITEM 4. of the Declarations. The **Insurer** will have no obligation whatsoever, either to the **Insureds** or to any other person or entity, to pay all or any portion of any Retention amount on behalf of any **Insured**, although the **Insurer** will, at its sole discretion, have the right and option to advance such amount, in which event the **Insureds** agree to repay the **Insurer** any amounts so advanced.

F. Related Occurrences:

All **Loss** from **Claims** based on or arising out of the same act or interrelated acts of one or more **Insureds**, or the same or interrelated **Law Enforcement Occurrences** will be deemed to arise out of a single **Law Enforcement Occurrence**, which **Law Enforcement Occurrence** shall be deemed to take place at the time of the first event resulting in **Personal Injury, Bodily Injury or Property Damage**; and only one "Each Law Enforcement Occurrence" Limit of Liability, and only one Retention, will be applicable to all such **Loss**.

All **Loss** from **Claims** based on or arising out of (1) a riot, (2) a civil disturbance resulting in an official proclamation of a state of emergency, (3) a temporary curfew, or (4) martial law, will be deemed to arise out of a single **Law Enforcement Occurrence**.

VI. CONDITIONS

A. Defense and Settlement of Claims:

- (1) No **Insured** may incur any **Defense Expenses** or admit liability for, or settle, or offer to settle, any **Claim** without the **Insurer's** written consent.
- (2) The **Insurer** will have the right to make investigations and conduct negotiations and to enter into the settlement of any **Claim** as the **Insurer** deems appropriate, with the consent of the **Insured**. If the **Insured** refuses to consent to a settlement acceptable to the claimant in accordance with the **Insurer's** recommendation, then, subject to the applicable Limit of Liability set forth in ITEM 3. of the Declarations, the **Insurer's** liability for such **Claim** will not exceed:
 - (a) the amount for which such **Claim** could have been settled by the **Insurer** plus **Defense Expenses** up to the date the **Insured** refused to settle such **Claim**; plus
 - (b) fifty percent (50%) of any **Loss** and/or **Defense Expenses** in excess of the amount in clause (a) above, incurred in connection with such **Claim**.

The remaining **Loss** and/or **Defense Expenses** will be carried by the **Insured** at its own risk and will be uninsured.

- (3) The **Insurer** will have no obligation to pay **Loss** or **Defense Expenses**, or pay or reimburse any expenses under Section I.B. of this Policy, or to defend or continue to defend any **Claim**, after the applicable Limit of Liability, as set forth in ITEM 3. of the Declarations, has been exhausted by the payment of **Loss**. If the **Insurer's** maximum aggregate Limit of Liability, as set forth ITEM 3(b) of the Declarations, is exhausted by the payment of **Loss**, the entire premium will be deemed fully earned and the **Insurer** shall no longer be obligated to make any further payments under this Policy.

B. Other Insurance:

- (1) All **Loss** and **Defense Expenses** payable under this Policy will be specifically excess of and will not contribute with other valid and collectible insurance, including but not limited to any other insurance under which there is a duty to defend, unless such other insurance is specifically stated to be in excess of this Policy. This Policy will not be subject to the terms of any other insurance. Other insurance includes, but is not limited to, coverage or benefits provided by self-insurance arrangements, pools, self-insurance trusts, captive insurance companies, retention groups, reciprocal exchanges or any other plan or agreement of risk transfer or assumption.
- (2) Notwithstanding CONDITION B(1) above, with respect to any **Claim** under this Policy for which coverage is available under any insurance policy which applies to claims for bodily injury, personal injury or property damage, the **Insurer** will have no duty to defend such **Claim**, or to pay **Defense Expenses** incurred by or on behalf of any **Insured** in connection with such **Claim** or to contribute to any

defense provided to any **Insured** under such other insurance policy, or to reimburse any other insurer, in whole or in part, for **Defense Expenses** incurred in connection with such **Claim**.

C. Cooperation; Subrogation:

In the event of a **Claim**, the **Insured** will provide the **Insurer** with all information, assistance and cooperation that the **Insurer** reasonably requests, and will do nothing that may prejudice the **Insurer's** position or potential or actual rights of recovery. At the **Insurer's** request, the **Insured** will assist in any actions, suits, or proceedings, including but not limited to attending hearings, trials and depositions, securing and giving evidence, and obtaining the attendance of witnesses, and will also assist in making settlements. In the event of payment, the **Insurer** will be subrogated to the extent of any payment to all of the rights of recovery of the **Insured**. The **Insured** will execute all papers and do everything necessary to secure such rights, including the execution of any documents necessary to enable the **Insurer** effectively to bring suit in their name. The obligations of the **Insured** under this CONDITION C. will survive the expiration or cancellation of the Policy.

D. Reporting of Claims and Law Enforcement Occurrences:

- (1) The **Insured** must promptly give the **Insurer** written notice of any **Law Enforcement Occurrence** which may subsequently give rise to a **Claim**, including a description of the **Law Enforcement Occurrence** in question, the identities of the potential claimants, the consequences which have resulted or may result from such **Law Enforcement Occurrence**, the damages which may result from such **Law Enforcement Occurrence** and the circumstances by which the **Insured** first became aware of such **Law Enforcement Occurrence**.
- (2) As a condition precedent to any right to payment in respect of any **Claim**, the **Insured** must give the **Insurer** written notice of such **Claim**, with full details, as soon as practicable after it is made and a senior officer, official or administrator of the **Named Insured** becomes aware of such **Claim**.
- (3) All notices under CONDITIONS D(1) and D(2) must be sent in writing by certified or priority mail with delivery confirmation, or electronically, to the **Insurer** at the physical or email address set forth in ITEM 5. of the Declarations.

E. Cancellation; No Obligation to Renew:

- (1) The **Insurer** may not cancel this Policy except for failure to pay a premium when due. The **Insurer** will deliver or mail by first class, registered or certified mail to the **Named Insured** at its last known address, written notice of cancellation at least twenty (20) days before the effective date of cancellation. Such notice shall state the reason for cancellation. A copy of such notice shall be sent to the agent of record.
- (2) The **Named Insured** may cancel this Policy by mailing to the **Insurer** written notice stating when, not later than the Expiration Date set forth in ITEM 2. of the Declarations, such cancellation will be effective. In such event, return premium will be computed as 0.90 times the pro rata unearned premium shown in ITEM 6.

of the Declarations and rounded to the nearest whole dollar. Premium adjustment may be made either at the time cancellation by the **Named Insured** is effective or as soon as practicable thereafter.

- (3) The **Insurer** will not be required to renew this Policy upon its expiration. If the **Insurer** elects not to renew this Coverage Section, the **Insurer** will deliver or mail by first class, registered or certified mail to the **Named Insured** at its last known address, written notice to that effect at least sixty (60) days before the Expiration Date set forth in ITEM 2. of the Declarations. Such notice shall state the specific reason(s) for non-renewal. A copy of such notice shall be sent to the agent of record.

F. **Representations:**

The **Insured** represents that the particulars and statements contained in the **Application** are true, accurate and complete, and agrees that this Policy is issued in reliance upon the truth of that representation, and that such particulars and statements, which are deemed to be incorporated into and to constitute a part of this Policy, are the basis of this Policy.

G. **Separation of Insureds; Protection for Innocent Insureds:**

- (1) In the event of any material untruth, misrepresentation or omission in connection with any of the particulars or statements in the **Application**, this Policy will be void:
 - (a) with respect to any natural person **Insured** who knew of such untruth, misrepresentation or omission; and
 - (b) with respect to the **Named Insured**, if, and only if, the Chief of Police or Deputy Chief of Police of the **Named Insured**, or any other person in a functionally equivalent position within the **Named Insured**, or the signer of the **Application**, knew of such untruth, misrepresentation or omission.
- (2) No act, error or omission of any **Insured** will be imputed to any other **Insured** to determine the application of any Exclusion set forth in Section III. of this Policy. If it is determined that an Exclusion applies to an **Insured** in connection with a **Claim**, no coverage shall be available under this Policy for such **Insured**, however, coverage shall continue in effect under this Policy for any other **Insured**, subject to all other terms, conditions, and Exclusions herein.

H. **No Action against Insurer:**

- (1) No action may be taken against the **Insurer** unless, as conditions precedent thereto, there has been full compliance with all of the terms of this Policy and the amount of the **Insured's** obligation to pay has been finally determined either by judgment against the **Insured** after adjudicatory proceedings, or by written agreement of the **Insured**, the claimant and the **Insurer**.
- (2) No person or entity will have any right under this Policy to join the **Insurer** as a party to any **Claim** to determine the liability of any **Insured**; nor may the

Insurer be impleaded by an **Insured** or his, her or its legal representative in any such **Claim**.

I. Inspection and Surveys:

- (1) The **Insurer** has the right, but is not obligated to:
 - (a) make inspections and surveys at any time;
 - (b) give reports on the conditions the **Insurer** finds; and
 - (c) recommend changes to the **Insured**.
- (2) Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. Such inspections are not safety inspections. The **Insurer** does not undertake any duty to provide for the health or safety of any person and we do not represent or warrant that conditions are safe or healthful, or comply with any laws, regulations, codes or standards.
- (3) This Condition I. applies not only to the **Insurer**, but to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations on the **Insurer's** behalf.

J. Insolvency of Insured:

The **Insurer** will not be relieved of any of its obligations under this Policy by the bankruptcy or insolvency of any **Insured**.

K. Non-Pyramiding of Limits:

If a **Claim** is made or **Loss** incurred for which coverage is afforded under this Policy and any other policy or policies underwritten by the **Insurer** or any affiliate thereof, to the **Named Insured**, or to any public entity or political subdivision:

- (1) which shares an operational budget with the **Named Insured**;
- (2) which receives its funding or budget from the same tax base as the **Named Insured**; or
- (3) operates or has jurisdiction over the **Named Insured** or which is operated by or under the jurisdiction of the **Named Insured**;

then the maximum amount payable in the aggregate under this Policy, and all such other policies, shall not exceed the single highest Limit of Liability available under all such policies. Only one retention or deductible shall apply, which shall be retention or deductible corresponding to the Limit of Liability applied to the **Loss** or **Claim**.

L. Territory:

This Policy applies to **Law Enforcement Occurrences** taking place anywhere in the world, or to any **Claim** brought against any **Insured** anywhere in the world.

M. Authorization and Notices:

The **Insureds** agree that the **Named Insured** will act on their behalf with respect to receiving any notices and return premiums from the **Insurer**.

N. Changes:

Notice to or knowledge possessed by any agent or other person acting on behalf of the **Insurer** will not affect a waiver or change in any part of this Policy or estop the **Insurer** from asserting any right under the terms, conditions and limitations of this Policy. The terms, conditions and limitations of this Policy can be waived or changed only by written endorsement.

O. Assignment:

No assignment of interest under this Policy will bind the **Insurer** without its consent.

P. Entire Agreement:

The **Insured** agrees that this Policy, including the **Application** and any endorsements, constitutes the entire agreement between them and the **Insurer** or any of its agents relating to this insurance.

Q. Headings:

The descriptions in the headings and sub-headings of this Policy are solely for convenience, and form no part of the terms and conditions of coverage.

In witness whereof, the Insurer has caused this Policy to be executed on the Declarations Page.

ENDORSEMENT NO.

**LINE OF DUTY DEATH COVERAGE
FAMILY EXPENSES AND CRISIS MANAGEMENT EXPENSES**

This Endorsement, effective at 12:01 a.m. on _____, forms part of

Policy No.
Issued to
Issued by

In consideration of the premium charged, it is hereby agreed that:

1. Section I. B. of the Policy, Additional Coverages, is amended by the addition of the following subparagraph:

“(3) Line of Duty Death Coverage:

The **Insurer** will reimburse the **Named Insured**, subject to the applicable Limit of Liability set forth below, for those **Family Expenses** and **Crisis Management Expenses**, in excess of the applicable Retention, which are actually paid by the **Named Insured**; provided always that such **Family Expenses** and **Crisis Management Expenses** directly arise from a **Line of Duty Crisis Event** that occurs during the **Policy Period** and is reported to the **Insurer** in accordance with Section 7. of this Endorsement.”

2. The following Limits of Liability shall apply to the coverage provided pursuant to this Endorsement:

(a) Crisis Management and Family Expenses:

An amount up to \$50,000 shall be the maximum amount reimbursed by the **Insurer** for all **Crisis Management Expenses** and **Family Expenses** paid or incurred by the **Named Insured** and resulting from each **Line of Duty Crisis Event**, regardless of the number of law enforcement officers whose death may result from such **Line of Duty Crisis Event**;

(b) Aggregate Amount Payable:

An amount up to \$100,000 shall be the maximum amount reimbursed by the **Insurer** for all **Crisis Management Expenses** and **Family Expenses** paid or incurred by the **Named Insured**, for all **Line of Duty Crisis Events** which occur during the **Policy Period**.

3. The following Retention shall apply to all **Family Expenses** and **Crisis Management Expenses** for which reimbursement is sought pursuant to this Endorsement:

Retention: \$ 0 each and every **Line of Duty Crisis Event**.

4. Solely with respect to the coverage provided pursuant to this Endorsement, the following definitions shall apply:

A. **"Line of Duty Crisis Event"** means:

The occurrence of a felony criminal act, during which a law enforcement officer who: (1) qualifies as an **Insured** under this Policy; (2) while on-duty, received a call to respond to such felony criminal act from the **Named Insured** and was under the direct supervision of the **Named Insured** during the response to such felony criminal act; and (3) sustains an injury which directly results in the law enforcement officer's death (a "Fatal Injury").

B. **"Crisis Management Expenses"** means the reasonable and necessary fees and expenses paid or incurred by the **Named Insured** in response to a **Line of Duty Crisis Event**. Such expenses must be for services performed by a **Crisis Management Firm** to minimize potential harm to the name or reputation of the **Named Insured** arising from such **Line of Duty Crises Event**, including but not limited to maintaining and restoring public confidence in the **Named Insured** and providing advice to the **Named Insured**.

Provided, however, that **Crisis Management Expenses** shall not include:

- (1) any fees or expenses related to civil or criminal investigations, civil or criminal proceedings, administrative proceedings or hearings, or litigation;
- (2) the **Named Insured's** overhead expenses or any salaries, wages, fees or any contractual benefits of **Employees** (including but not limited to any life insurance or disability benefits, or any insurance premium payments for which the **Named Insured** is contractually liable); or
- (3) the cost of medical, psychiatric or counseling services, regardless of the actual payee for such services or payments and whether or not made as a voluntary payment by the **Named Insured** and even if provided by a **Crisis Management Firm**.

C. **"Crisis Management Firm"** means any public relations firm, crisis management firm or law firm hired or appointed by the **Named Insured** to perform or provide the services described above in Definition B. above.

D. **"Family Expenses"** means reasonable and necessary amounts paid or incurred by the **Named Insured** and directly resulting from the **Line of Duty Crisis Event**, to compensate or reimburse any natural or adoptive parent, legal guardian, spouse, or child of a law enforcement officer whose death resulted from a **Line of Duty Crises Event**.

For the purpose of this definition:

- (1) funeral expenses;
- (2) burial costs;
- (3) coach air transportation or ground transportation and standard class hotel accommodations for members of the law enforcement officer's immediate family to attend services for the officer; or
- (4) any other expenses or disbursements as approved by both the **Named Insured** and the **Insurer** in advance;

shall be deemed "reasonable and necessary" amounts.

5. Section III. EXCLUSIONS, Subsections (B)(7)(a) and (b) shall not apply with respect to any coverage specifically afforded pursuant to this **LINE OF DUTY DEATH COVERAGE** Endorsement.

6. Additional Exclusions:

No coverage shall be available to the **Named Insured** pursuant to this Endorsement for any **Line of Duty Crisis Event** directly or indirectly resulting from, in consequence of, or in any way involving:

- (a) the ownership, maintenance, operation, use or entrustment to others of an **Auto**;
- (b) an actual or attempted suicide by the law enforcement officer; or
- (c) acts, whether intentional or not, by members of the law enforcement officer's immediate family members or members of the law enforcement officer's household; or
- (d) war, whether or not declared, or any act or condition incidental to war, including civil war, insurrection, rebellion or revolution, or **Terrorism**.

No coverage shall be available to the **Named Insured** pursuant to this Endorsement, if:

- (a) the law enforcement officer suffers a heart attack or stroke more than seventy-two (72) hours after the **Line of Duty Crisis Event**, which causes his death; or
- (b) the law enforcement officer, either before or after the **Line of Duty Crisis Event**, has conditions, symptoms or treatments related to the Human Immunodeficiency Virus (HIV), Acquired Immunodeficiency Syndrome (AIDS), or any other communicable disease.

7. As a condition precedent to coverage under this Endorsement for **Crisis Management Expenses** and **Family Expenses**:

- (a) the **Line of Duty Crisis Event** must take place during the **Policy Period**;
- (b) the death of the law enforcement officer must occur within six (6) months from the date of the **Line of Duty Crisis Event**;
- (c) **Family Expenses** must be paid or incurred by the **Named Insured** within sixty (60) days after the date of death of the law enforcement officer;
- (d) **Crisis Management Expenses** must be paid or incurred by the **Named Insured** on or after the date of the **Line of Duty Crisis Event** and within one hundred and eighty (180) days after the date of death of the law enforcement officer;
- (e) the **Named Insured** must notify the **Insurer**, in writing, as soon as practicable after the **Crisis Management Event** and no later than sixty (60) days after the date the death of the law enforcement officer takes place, and provide a complete and detailed summary of the **Crisis Management Expenses** and **Family Expenses** incurred or expected to be incurred;
- (f) written notice to the **Insurer** must be as complete as possible, stating how, when and where such **Line of Duty Crisis Event** took place, the name of the law enforcement officer whose death resulted therefrom, the nature of the Fatal Injury sustained, and the date of death.
- (g) all **Crisis Management Expenses** and **Family Expenses** for which reimbursement is being requested by the **Named Insured** must be submitted to the **Insurer** with a detailed explanation as soon as practicable and no later than ninety (90) days after from the date that such expenses are paid or incurred.

8. The **Insurer** will be permitted, but not obligated, to request an independent autopsy of the law enforcement officer, as allowed by law and at its own expense, prior to making any payments or reimbursements to the **Named Insured** under this Endorsement.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Authorized Representative

OCT 01 2012

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF
MISSISSIPPI
GREENVILLE DIVISION

DAVID CREWS, CLERK
BY *[Signature]* Deputy

TIANNA CREEL

PLAINTIFF

VS.

CASE NO. 4:12cv089-M-V

HUMPHREYS COUNTY, MISSISSIPPI;
HUMPHREYS COUNTY SHERIFF J.D.
ROSEMAN, IN HIS INDIVIDUAL AND
OFFICIAL CAPACITY; DEPUTY SHERIFF
RONNIE BUCHANAN, IN HIS INDIVIDUAL
AND OFFICIAL CAPACITY; DEPUTY SHERIFF
SAM DOBBINS, IN HIS INDIVIDUAL AND
OFFICIAL CAPACITY; DEPUTY SHERIFF
DEMETRIUS ALLEN, IN HIS INDIVIDUAL AND
OFFICIAL CAPACITY; DEPUTY SHERIFF GENE
LESTER, IN HIS INDIVIDUAL AND OFFICIAL
CAPACITY; DEPUTY SHERIFF BUD THURMAN,
IN HIS INDIVIDUAL AND OFFICIAL CAPACITY;
DEPUTY SHERIFF JAMES WHITE, IN HIS
INDIVIDUAL AND OFFICIAL CAPACITY;
DEPUTY CLEVELAND ROSS, IN HIS
INDIVIDUAL AND OFFICIAL CAPACITY;
AGENT CORY WEATHERSPOON, IN HIS
INDIVIDUAL AND OFFICIAL CAPACITY AS AN
AGENT WITH THE NORTH CENTRAL NARCOTICS
TASK FORCE; AND AGENT TERRANCE THOMPSON,
IN HIS INDIVIDUAL AND OFFICIAL CAPACITY AS
AN AGENT WITH THE NORTH CENTRAL NARCOTICS
TASK FORCE

DEFENDANTS

COMPLAINT

COMES NOW the Plaintiff, ***TIANNA CREEL***, by and through her attorney, Boyd P. Atkinson, and files this her Amended Complaint against the Defendants, ***HUMPHREYS COUNTY, MISSISSIPPI; HUMPHREYS COUNTY SHERIFF J.D. ROSEMAN***, in his individual and official capacity; ***DEPUTY SHERIFF RONNIE BUCHANAN***, in his individual

and official capacity; **DEPUTY SHERIFF SAM DOBBINS**, in his individual and official capacity; **DEPUTY SHERIFF DEMETRIUS ALLEN**, in his individual and official capacity; **DEPUTY SHERIFF GENE LESTER**, in his individual and official capacity; **DEPUTY SHERIFF BUD THURMAN**, in his individual and official capacity; **DEPUTY SHERIFF JAMES WHITE**, in his individual and official capacity; **DEPUTY SHERIFF CLEVELAND ROSS**, in his individual and official capacity; **AGENT CORY WEATHERSPOON**, in his individual and official capacity as an agent with the North Central Narcotics Task Force; and **AGENT TERRANCE THOMPSON**, in his individual and official capacity as an agent with the North Central Narcotics Task Force, and in support thereof would show unto the Court the following facts, to-wit:

PARTIES

1. Plaintiff is a Mississippi resident residing at 405 Putnam Road, Belzoni, Mississippi, 39038.
2. The Defendant, Humphreys County, Mississippi, is a governmental entity of the State of Mississippi and may be served with process through its registered agent for process, Lawrence Browder, Chancery Clerk, at 102 Castleman Street, Belzoni, Mississippi, 39038.
3. The Defendant, Humphreys County Sheriff J.D. Roseman, may be served at his place of employment, 102 Castleman Street, Belzoni, Mississippi, 39038.
4. The Defendant, Deputy Sheriff Ronnie Buchanan, may be served at his place of employment, 102 Castleman Street, Belzoni, Mississippi, 39038.
5. The Defendant, Deputy Sheriff Sam Dobbins, may be served at his place of employment, 102 Castleman Street, Belzoni, Mississippi, 39038.

6. The Defendant, Deputy Sheriff Demetrius Allen, may be served at his place of employment, 102 Castleman Street, Belzoni, Mississippi, 39038.

7. The Defendant, Deputy Sheriff Gene Lester, may be served at his place of employment, 102 Castleman Street, Belzoni, Mississippi, 39038.

8. The Defendant, Deputy Sheriff Bud Thurman, may be served at his place of employment, 102 Castleman Street, Belzoni, Mississippi, 39038.

9. The Defendant, Deputy Sheriff James White, may be served at his place of employment, 102 Castleman Street, Belzoni, Mississippi, 39038.

10. The Defendant, Deputy Sheriff Cleveland Ross, may be served at his place of employment, 102 Castleman Street, Belzoni, Mississippi, 39038.

11. The Defendant, Agent Cory Weatherspoon, may be served at his place of employment, North Central Narcotics Task Force, 107 East Market Street, Greenwood, Mississippi, 38930.

12. The Defendant, Agent Terrance Thompson, may be served at his place of employment, North Central Narcotics Task Force, 107 East Market Street, Greenwood, Mississippi, 38930.

JURISDICTION

13. Jurisdiction of this Court arises under 28 U.S.C. §§ 1331 and 1367 and 42 U.S.C. § 1983.

14. Jurisdiction of this Court for the pendent claims is authorized under Federal Rule of Civil Procedure 18(a).

15. Further, the actions complained of constitute arbitrary governmental action in violation of the Fourth, Fifth, and Fourteenth Amendments to the United States Constitution.

FACTS

16. On or about February 24, 2012, the Plaintiff, Tianna Creel, and her small child were leaving her residence on Beasley-Bayou Road in Isola, Mississippi.

17. Her vehicle was surrounded by vehicles being driven by Humphreys County Sheriff's Deputies Demetrius Allen, Sam Dobbins, Agent Cory Weatherspoon, and Agent Terrance Thompson. Demand was made by Defendant Dobbins to search the Plaintiff's residence to determine the whereabouts of a Derek McDaniel.

18. The Plaintiff inquired whether or not the deputies had a search warrant to which Defendant Dobbins responded that they did not need a search warrant, that they had an arrest warrant for Derek McDaniel. When the Plaintiff asked Defendant Dobbins to produce the arrest warrant for Derek McDaniel, her infant daughter was snatched from her arms, crying and screaming, and the Plaintiff was handcuffed behind her back by Defendant Dobbins and placed in the back seat of his patrol vehicle.

19. Defendant Dobbins threatened the Plaintiff with jail for harboring a fugitive and threatened her with losing her child.

20. The Plaintiff was required to sit in Defendant Dobbins's vehicle for approximately two and a half hours while the Humphreys County Sheriff's Department obtained a search warrant for the Plaintiff's residence.

21. Plaintiff would show that the underlying facts and circumstances that gave rise to the issuance of the search warrant, sworn to by Defendant Buchanan, was procedurally flawed in that Defendant Buchanan did not allege that the information he received that Derek McDaniel

was at the Plaintiff's residence, was from a source that had proved reliable in the past, and therefore, the search warrant should not have ever been issued because of its procedural flaws.

22. Plaintiff would show that, notwithstanding the procedural problems in and around the search warrant, the search warrant issued by the Justice Court of Humphreys County, Mississippi allowed the search of the single family dwelling, the residence of the Plaintiff, for the person of Derek McDaniel, an individual allegedly weighing over two hundred pounds.

23. During the search of the Plaintiff's residence, the search conducted by the within named members of the Humphreys County Sheriff's Department, as well as Agent Terrance Thompson, who worked with Defendant Weatherspoon, in the Narcotics Division, proceeded to completely search every drawer, in between the mattress and box springs, medicine cabinets, kitchen cabinets, jewelry box, tore out the ceiling of a pantry in the residence, went through personal belongings of the Plaintiff, damaged her television, and in general, left her residence in a total disarray and disheveled condition, looking in areas and portions of Plaintiff's residence that could not conceivably house a two hundred pound individual.

24. Plaintiff alleges that, immediately prior to the flawed search warrant being executed on her residence in Humphreys County, she had cashed an income tax refund check and prior to her and her daughter attempting to leave her residence that day, had placed twenty (20) crisp, new \$100.00 bills in her jewelry box on top of her dresser and on top of that was the title to her 4-wheeler. When she was finally released from custody after being held without ever being charged with any conceivable crime, in excess of five and a half hours and had the opportunity to return to her residence, she found her jewelry box opened, the title to her 4-wheeler sitting on top of her dresser, and the \$2,000.00 missing from the jewelry box.

25. Plaintiff would further show that, even though she is a lifelong resident of Humphreys County, Mississippi and many of the deputies there at her residence knew her mother and mother personally and her aunt personally who only lived a short distance down the road, the Humphreys County Sheriff's Department called Vanessa Oates of the Humphreys County Department of Human Services to come remove the Plaintiff's small daughter and took her into custody, which was luckily thwarted by the Plaintiff's mother getting to the residence prior to DHS and taking custody of her granddaughter. When the Plaintiff was taken to the Humphreys County Sheriff's Department, she was immediately ordered to be released by Defendant J.D. Roseman.

26. When Defendant Dobbins snatched Plaintiff's arms behind her and took her into custody and made her sit in his patrol vehicle with her hands handcuffed behind her back for five and a half hours, this caused significant injury to Plaintiff's shoulder area which has required and still requires medical attention, as well as causing significant bruising to Plaintiff's wrists. At no time during the events of February 24, 2012, was Derek McDaniel found in Plaintiff's residence by any of the Defendants. Also, Defendant Dobbins, as well as Defendant Weatherspoon, continuously taunted the Plaintiff for her present, as well as past, choice in boyfriends partially because the Plaintiff's daughter is multi-racial.

27. Because of the Defendants' outrageous behavior and the damage that they caused to Plaintiff's residence where she was living, she was forced to vacate the premises by the premises owner because of the damage and unlawful and unnecessary search of the Plaintiff's residence, while at all times acting under the color of state law.

28. Additionally, Defendant Cory Weatherspoon, in the presence of Plaintiff's daughter, made the statement that the Plaintiff's boyfriend would be going to prison, which caused significant emotional distress to Plaintiff, as well as her minor daughter.

CAUSES OF ACTION

COUNT ONE – VIOLATION OF 42 U.S.C. § 1983: ARREST

29. Plaintiff incorporates and adopts all prior paragraphs, averments, and statements.

30. As a result of Defendants' unlawful arrest, the Plaintiff was subjected to an unreasonable seizure, a clear deprivation of her Fourth and Fourteenth Amendment rights. Defendant Buchanan, at all times, was acting under color of law and was not in possession of a validly obtained search warrant when he and other Defendants conducted the intrusive search of Plaintiff's residence.

COUNT TWO – VIOLATION OF 42 U.S.C. § 1983: SEARCH AND SEIZURE

31. Plaintiff incorporates and adopts all prior paragraphs, averments, and statements.

32. Even if the search warrant had been lawfully obtained, the search warrant plainly states that a certain individual was sought at the Plaintiff's residence and the search conducted by the Defendants was excessive, intrusive, destructive, unreasonable, unnecessary, and unlawful and at all times, the Defendants were acting under color of law.

COUNT THREE – VIOLATION OF 42 U.S.C. § 1983: DETENTION

33. Plaintiff incorporates and adopts all prior paragraphs, averments, and statements.

34. As a proximate cause of the Defendants' unlawful and malicious detention and confinement, the Plaintiff was deprived of her liberty in violation of her Fifth and Fourteenth Amendment rights and was never charged with any violation of state or federal law even though she was confined for almost six hours while the Defendants were acting under the color of law.

COUNT FOUR – MALICIOUS ABUSE OF PROCESS

35. Plaintiff incorporates and adopts all prior paragraphs, averments, and statements.

36. The Defendants maliciously employed illegal process in a manner not contemplated by law.

37. As a proximate cause of the Defendants' abusive process, Plaintiff suffered and continues to suffer mental pain and anguish, physical pain and anguish, severe emotional trauma, humiliation, and other resultant injuries.

COUNT FIVE – TRESPASS TO LAND

38. Plaintiff incorporates and adopts all prior paragraphs, averments, and statements.

39. The Defendants intentionally invaded the Plaintiff's real property by entering Plaintiff's residence under color of law, armed with a flawed search warrant that did not have the proper underlying facts and circumstances to be issued by a magistrate or a judge of this State.

40. As a proximate cause of the Defendants' trespass, Plaintiff suffered and continues to suffer mental pain and anguish, physical pain and anguish, severe emotional trauma, and other resultant injuries.

COUNT SIX – TRESPASSING AND DAMAGE TO PERSONAL PROPERTY

41. Plaintiff incorporates and adopts all prior paragraphs, averments, and statements.

42. The Defendants, while attempting to locate the whereabouts of an individual who weighed in excess of 200 pounds, took the opportunity to completely tear up the inside of the Plaintiff's residence, went through her personal underwear drawers, flipped the mattress on her bed, turned over her television, tore out the ceiling to a pantry, gained access to the crawl space in the attic, and in the process, removed \$2,000.00 from Plaintiff's jewelry box that had been placed in there only hours earlier by the Plaintiff, while at all times acting under color of law.

COUNT SEVEN – FALSE IMPRISONMENT/FALSE ARREST

43. Plaintiff incorporates and adopts all prior paragraphs, averments, and statements.

44. At all times relevant herein, the Defendants continuously confined the Plaintiff to the back seat of a Humphreys County Sheriff's vehicle without any probable cause, never charging the Plaintiff with any crime, and unlawfully and maliciously held her against her will, threatened her with the loss of her child through the Department of Human Services, threatened her arrest for harboring a fugitive partially because of racial motivation, while at all times acting under color of law.

COUNT EIGHT – INTENTIONAL INFLECTION OF DAMAGE TO HER PERSON

45. Plaintiff incorporates and adopts all prior paragraphs, averments, and statements.

46. At all relevant times herein, the actions of Defendant Dobbins caused serious pain and suffering, as well as bruising to the wrists of the Plaintiff while being handcuffed behind her in a Sheriff's Department's vehicle for almost six hours, as well as causing physical injury and damage to Plaintiff's shoulder while putting handcuffs on her and leaving her handcuffed in that position for almost six hours, causing her to seek present, as far as future, medical care to relieve her pain and suffering, while at all times acting under color of law.

COUNT NINE – INTENTIONAL INFLECTION OF EMOTIONAL DISTRESS AND PHYSICAL HARM

47. Plaintiff incorporates and adopts all prior paragraphs, averments, and statements.

48. At all times relevant herein, the Defendants' extreme and outrageous conduct recklessly and/or intentionally caused Plaintiff's severe emotional distress.

49. As a proximate cause of the Defendants' extreme and outrageous conduct, the Plaintiff suffered, does suffer, and will continue to suffer mental pain and anguish, severe

emotional trauma, humiliation, and other resultant injuries, while at all times acting under color of law.

COUNT TEN – NEGLIGENCE

50. Plaintiff incorporates and adopts all prior paragraphs, averments, and statements.

51. The Defendants owed the Plaintiff a duty to act in accordance with the standards of police procedure. The Defendants breached said duty by failing to act as reasonable law enforcement officers would act. Defendant Roseman was aware of the racial insensitivity of his white officers and continued to allow them to serve as deputy sheriffs of Humphreys County, Mississippi. Defendant Dobbins, as well as Defendant Weatherspoon, made insensitive, uncalled for, and racially motivated statements to the Plaintiff, causing her severe emotional trauma and humiliation.

52. As a direct and approximate breach of his duty, Plaintiff has suffered and continues to suffer physical pain, mental pain and anguish, severe emotional trauma, humiliation, retaliation by the Defendants, and other resultant injuries.

RELIEF

WHEREFORE, PREMISES CONSIDERED, the Plaintiff demands judgment for the causes of action listed herein for special, punitive, and compensatory damages, plus the costs of this action, including attorney's fees and such other relief that this Court deems just and equitable.

RESPECTFULLY SUBMITTED on this the 27th day of September,
A.D., 2012.

TIANNA CREEL, PLAINTIFF

BY: Boyd P. Atkinson
BOYD P. ATKINSON, MSB NO. 8324
Attorney for Plaintiff
P.O. Box 427
Cleveland, MS 38732
(662) 843-9766

STATE OF MISSISSIPPI
COUNTY OF BOLIVAR

PERSONALLY appeared before me the undersigned authority at law in and for the jurisdiction aforesaid, the within named, **BOYD P. ATKINSON**, Attorney for Plaintiff, Tianna Creel, who after being by me first duly sworn, states on oath that the matters and facts set out in the above and foregoing Complaint are true and correct as therein stated to the best of his information and belief.

SWORN TO AND SUBSCRIBED before me on this the 27th day of September, A.D., 2012.

My Commission Expires:



Reba Gale McKnight
NOTARY PUBLIC



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/30/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Custom Insurance Services, Inc 200 Mississippi Ave Crystal City, MO 63019	CONTACT NAME:	Lenore Ann Buerck	
		PHONE (A/C, No, Ext):	FAX (A/C, No):	
INSURED	Custom Insurance Services, Inc 200 Mississippi Avenue Crystal City, MO 63019	E-MAIL ADDRESS:	lbuerck@custom-ins.com	
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A:	Columbia Mutual Insurance	21415
		INSURER B:	EMPLOYERS MUTUAL CASUALTY CO	
		INSURER C:	Employers	
		INSURER D:	Liberty Agency Underwriters	
		INSURER E:		
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			BOP0002816	10/17/2012	10/17/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS HIRE AUTOS SCHEDULED AUTOS NON-OWNED AUTOS			2B3420513	08/15/2012	08/15/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	EIG1508977-00	06/15/2012	06/15/2013	<input checked="" type="checkbox"/> WC STATUS- TORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D	Insurance Professionals Errors & Omissions Liability			LP7209603N	12/01/2012	12/01/2013	Each Claim: \$2,000,000 Policy Aggregate: \$4,000,000 Deductible: \$5,000 / \$10,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

County of Jefferson County PO Box 100 Hillsboro, MO 63050	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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