



# TEXAS ASSOCIATION of COUNTIES RISK MANAGEMENT POOL

## Liability Contribution & Coverage Declarations - Proposal

Member: Panola County

Coverage Period: January 1, 2024 through January 1, 2025

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

AUTO LIABILITY	Limits of Liability	Deductible Per Occurrence	Contribution	Select Coverage
Bodily Injury Liability - Each Person	\$100,000	\$1,000	\$34,299	<input checked="" type="checkbox"/>
Bodily Injury Liability - Each Accident	\$300,000			
Property Damage Liability - Each Accident	\$100,000			
<b>Included Coverage</b>				
Personal Injury Protection	\$5,000	No deductible	Included	
<b>Optional Coverage</b>				
Uninsured / Underinsured Motorist	\$30k/\$60k/\$25k	\$250	\$3,879	<input checked="" type="checkbox"/>
<b>AUTO LIABILITY CONTRIBUTION</b>			\$38,178	

AUTO PHYSICAL DAMAGE	Limits of Liability	Deductible Per Covered Auto	Contribution	Select Coverage
Comprehensive Coverage	The lesser of the Actual Cash Value at time of loss or cost of repair with like kind and quality	\$2,500	\$45,025	<input checked="" type="checkbox"/>
Collision Coverage	The lesser of the Actual Cash Value at time of loss or cost of repair with like kind and quality	\$2,500		
<b>AUTO PHYSICAL DAMAGE CONTRIBUTION</b>			\$45,025	

GENERAL LIABILITY	Limits of Liability	Deductible Per Occurrence	Contribution	Select Coverage
Bodily Injury Liability - Each Person	\$100,000	\$0	\$9,714	<input checked="" type="checkbox"/>
Bodily Injury Liability - Each Accident	\$300,000			
Property Damage Liability - Each Accident	\$100,000			
<b>Included Coverage</b>				
Personal and Advertising Injury Liability Per Person Per Offense / Aggregate	\$100,000 \$300,000	\$0	Included	
Crisis Management	\$100,000	\$0	Included	
Employee Benefits Liability	\$500,000	\$1,000	Included	
Garage Keeper's Legal Liability	\$50,000	\$1,000	Included	
<b>GENERAL LIABILITY CONTRIBUTION</b>			\$9,714	

LAW ENFORCEMENT LIABILITY	Retroactive Date	Limits of Liability	Deductible Per Claim	Contribution	Select Coverage
Law Enforcement Liability	01/01/2023	\$2,000,000 Per Claim \$2,000,000 Aggregate	\$10,000	\$70,553	<input checked="" type="checkbox"/>
<b>Optional Coverage</b>					
District Judge	01/01/2024	Per Endorsement		\$1,411	<input checked="" type="checkbox"/>
District Attorney	01/01/2024	Per Endorsement		\$1,411	<input checked="" type="checkbox"/>
<b>Covered Law Enforcement Departments or Agency</b>					
Panola County Constable's Offices Panola County Employees Of The District Attorney's Office Panola County Juvenile Probation Department Panola County Sheriff's Office Panola County Fire Marshal's Office					
LAW ENFORCEMENT LIABILITY CONTRIBUTION				\$73,375	

PUBLIC OFFICIALS LIABILITY	Retroactive Date	Limits of Liability	Deductible Per Claim	Contribution	Select Coverage
Public Officials Liability	02/02/1997	\$2,000,000 Per Claim \$2,000,000 Aggregate	\$25,000	\$33,850	<input checked="" type="checkbox"/>
Privacy or Security Event Liability and Expense Coverage	01/01/2024	\$1,000,000 General Aggregate	\$25,000		<input checked="" type="checkbox"/>
<b>Optional Coverage</b>					
District Judge	01/01/2024	Per Endorsement		\$677	<input checked="" type="checkbox"/>
District Attorney	01/01/2024	Per Endorsement		\$677	<input checked="" type="checkbox"/>
<b>Split Coverage Retroactive Coverage Dates</b>					
Privacy or Security Event Liability and Expense Coverage	05/01/2015	\$500,000 General Aggregate			
Privacy or Security Event Liability and Expense Coverage	01/01/2023	\$2,000,000 General Aggregate			
PUBLIC OFFICIALS LIABILITY CONTRIBUTION				\$35,204	

<b>TOTAL CONTRIBUTIONS</b>				<b>\$201,496</b>	
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Split Retroactive Coverage Dates: Means the period of time between the Split Retroactive Coverage Dates shown on the CCD and the Retroactive Date shown on the CCD.

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

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

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

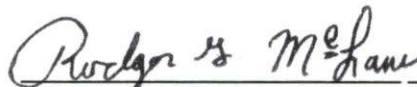
**COVERAGE ACCEPTANCE**

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

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

  
\_\_\_\_\_  
Authorized signature

10/31/2023  
\_\_\_\_\_  
Date

 NOV 21 2023  
\_\_\_\_\_  
Signature of County Judge Date  
(or presiding official)

## NOTICE OF ACCIDENT/CLAIM

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

Texas Association of Counties  
Attention: CLAIMS  
P. O. Box 2131  
Austin, Texas 78768  
Fax Number: 512-615-8942  
Email: [claims-cs@county.org](mailto:claims-cs@county.org)

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

## CONDITIONS

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

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

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

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

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

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

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

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

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

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