

CONTRIBUTION BREAKDOWN SUMMARY

THIS IS NOT AN INVOICE

Invoice will be sent 30 days prior to due date to Billing Coordinator

Waller County
Attn: Joan Sargent
425 FM 1488 Rd #102
Hempstead, TX 77445-9634

Due Date: July 1, 2025

Coverage #: CAS-2370-20250701-2

Coverage Period: July 1, 2025 - July 1, 2026

Member Number: 2370

Waller County # 2370

Coverage Number: CAS-2370-20250701-2

Contribution for the coverage is below.

Coverage	Contribution
Law Enforcement Liability	\$110,838
Privacy or Security Event Liability and Expense	\$12,548
Public Officials Liability	\$48,794
Total Contribution:	\$172,180

Liability Contribution & Coverage Declarations

Member: Waller County

Coverage Period: July 1, 2025 through July 1, 2026

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

LAW ENFORCEMENT LIABILITY		Retroactive Date	Limits of Liability	Deductible Per Claim	Contribution
Law Enforcement Liability		Full Prior Acts	\$2,000,000 Per Claim \$2,000,000 Aggregate	\$5,000	\$102,248
Optional Coverage					
District Judge		07/01/2014	Per Endorsement		\$2,045
District Attorney		03/22/2005	Per Endorsement		\$2,045
Unmanned Aircraft	Number of Unmanned Aircraft: 6	03/31/2023	Per Endorsement		\$4,500

Split Retroactive Coverage Dates

Covered Law Enforcement Departments or Agency

Waller County Constable's Offices

Waller County Employees Of The District Attorney's Office

Waller County Juvenile Probation Department

Waller County Sheriff's Office

Waller County Fire Marshal's Office

LAW ENFORCEMENT LIABILITY CONTRIBUTION

\$110,838

Waller County # 2370

Coverage Number: CAS-2370-20250701-2

PRIVACY OR SECURITY EVENT LIABILITY AND EXPENSE			Deductible Per Covered Event	Contribution
Privacy or Security Event Liability and Expense	07/01/2025	\$500,000 Annual Aggregate	\$5,000	\$12,548
Included Coverage				
Business Interruption		\$50,000 / \$50,000		
Electronic Equipment and Data Recovery		\$50,000 / \$50,000		
eCrime		\$25,000 / \$25,000		
Extortion		\$10,000 / \$10,000		
Split Retroactive Coverage Dates				
Privacy or Security Event Liability and Expense	07/01/2024	\$1,000,000 Annual Aggregate		
Privacy or Security Event Liability and Expense	07/01/2018	\$2,000,000 Annual Aggregate		
Privacy or Security Event Liability and Expense	05/01/2015	\$1,000,000 Annual Aggregate		
PRIVACY OR SECURITY EVENT LIABILITY AND EXPENSE CONTRIBUTION				\$12,548

PUBLIC OFFICIALS LIABILITY	Retroactive Date	Limits of Liability	Deductible Per Claim	Contribution	
Public Officials Liability	Full Prior Acts \$2,000,000 Per Claim \$2,000,000 Aggregate		\$2,500	\$46,917	
Optional Coverage					
District Judge	07/01/2014	Per Endorsement		\$938	
District Attorney	03/22/2005	Per Endorsement		\$938	
Split Coverage Retroactive Coverage Dates					
PUBLIC OFFICIALS LIABILITY CONTRIBUTION				\$48,794	

TOTAL CONTRIBUTIONS \$172,180

Waller County # 2370

Coverage Number: CAS-2370-20250701-2

NOTICE OF ACCIDENT/CLAIM

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

Texas Association of Counties Attention: CLAIMS P. O. Box 2131 Austin, Texas 78768

Fax Number: 512-615-8942 Email: claims-cs@county.org

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

CONDITIONS

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

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

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

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

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

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

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

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

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

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

Waller County # 2370

Coverage Number: CAS-2370-20250701-2

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

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

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

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

This declaration is issued by _______ as authorized representative of the Pool on <u>04/24/2025</u> in Austin, Texas.

LAW ENFORCEMENT LIABILITY

DISTRICT JUDGE ENDORSEMENT

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

SECTION II - DEFINITIONS, Section N, Member, is amended to add:

A district judge whose designated jurisdiction includes the Named Member is a Member, but only in his or her capacity as a member of a Juvenile Board, and only if the Juvenile Board or the Juvenile Probation Department that it oversees is listed in the CCD.

SECTION V - CONDITIONS is amended to add:

X. REPRESENTATION BY STATE OF TEXAS

The Pool has no duty to:

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

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

LAW ENFORCEMENT LIABILITY

DISTRICT ATTORNEY ENDORSEMENT

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

SECTION II - DEFINITIONS, Section N, Member, is amended to add:

The District Attorney, against liability arising from the performance of his or her official duties or duties of employment.

SECTION IV.B - EXCLUSIONS is amended to add:

9. Any Claim against a Member for removal based on official misconduct.

SECTION V - CONDITIONS is amended to add:

X. REPRESENTATION BY STATE OF TEXAS

The Pool has no duty to:

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

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

PUBLIC OFFICIALS LIABILITY

DISTRICT JUDGE ENDORSEMENT

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

SECTION II - DEFINITIONS, Section L, Member, is amended to add:

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

SECTION V - CONDITIONS is amended to add:

X. REPRESENTATION BY STATE OF TEXAS

The Pool has no duty to:

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

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

PUBLIC OFFICIALS LIABILITY

DISTRICT ATTORNEY ENDORSEMENT

Coverage Agreement - Subject to the Limits of Liability shown in the Coverage Document, coverage is extended to cover a district attorney, as described in this endorsement.

SECTION II - DEFINITIONS, Section L, Member, is amended to add:

A district attorney whose designated jurisdiction includes the Named Member County is a Member, but only when acting in an official capacity concerning a case filed in the jurisdiction of the Named Member, or when acting concerning administrative matters of the Named Member.

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

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

SECTION IV.B - EXCLUSIONS is amended to add:

9. Any Claim against a Member for removal based on official misconduct.

SECTION V - CONDITIONS is amended to add:

X. REPRESENTATION BY STATE OF TEXAS

The Pool has no duty to:

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

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

LAW ENFORCEMENT LIABILTY

UNMANNED AIRCRAFT ENDORSEMENT

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

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

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

SCHEDULE

Description of Unmanned Aircraft			
Registration No.	Manu. Serial No.	Make and Model	Year Built
FA33LT7YFC	1581F5FJD237800D UUKH	DJI - MAVIC 3T	2023
FA33LTENMP	1581F4XFA235AML8 70K4	DJI - MINI 3 PRO	2023
FA33LTLET7	HB2922292220	AUTEL - EVO II ENTERPRISE - NON COUNTY OWNED	2022
FA33LTATK3	1581F5BKD235D00D SZLY	DJI - IM30T	2023
FA3X9NRK73	4GCCK5PROBODV1	DJI - MAVIC 2 ENTERPRISE ADVANCED	2022
FA33LTHKPH	1581F4XFA235AML8 3761	DJI - MINI 3 PRO	2023

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

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