

BE IT REMEMBERED that the Board of Supervisors of Clay County, Mississippi, met at the Clay Courthouse in West Point, MS, on the 29th day of August, 2017, at 9 00 a m , and present were Lynn Horton, Luke Lummus, R B Davis, Shelton Deanes, President, and Joe Chandler Also present were Amy G Berry, Chancery Clerk and Clerk to the Board, Angela Turner-Ford, and Attorney for the Board of Supervisors, and Eddie Scott, Sheriff of Clay County, when and where the following proceedings were as determined to wit,

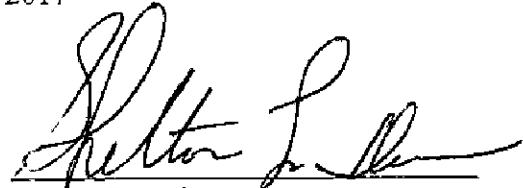
NO _____

**IN THE MATTER OF ADOPTING AND AMENDING THE AGENDA FOR THE
BOARD OF SUPERVISORS MEETING HELD ON AUGUST 29, 2017**

There came on this day for consideration the matter of adopting the agenda for the Board of Supervisors meeting held on August 29, 2017

After motion by Lynn Horton and second by R B Davis this Board doth vote unanimously to adopt the agenda as presented

SO ORDERED this the 29th day of August, 2017


President

**Clay County Board of Supervisors
Agenda for Board Meeting Held
Tuesday, August 29, 2017 at 9 00 a.m.**

- Call to Order
- Welcome and Prayer
- Adopt and Amend the Agenda
- Gil Lyon, Lyon Insurance
 - o Present General Liability Ins Quote
- Authority to advertise notice of budget hearing in the paper Friday, September 15, 2017 at 9 00 a.m
- Review Budget and ad valorem sheet
- Adjourn, until Tuesday, September 5, 2017 at 9 00 a.m at the Clay County Courthouse

Amendments:

NO. _____

**IN THE MATTER OF AUTHORIZING AND APPROVING TO ACCEPT THE
GENERAL LIABILITY QUOTE OF TRAVELERS INSURANCE FOR YEAR 2017**

There came on this day for consideration the matter of authorizing and approving to
Accept the General Liability quote of Travelers Insurance for year 2017

It appears to this Board Gil Lyon, with Lyon Insurance, presented the renewal quote for
Travelers Insurance Company as attached hereto as Exhibit A with the County's insurance
annual insurance premium increasing from \$149,051 00 to \$157,270 00

After motion by Lynn Horton and second by Joe Chandler this Board doth vote
unanimously to authorize and approve to renew the County's General Liability Insurance Policy
with Travelers Insurance Company at the renewal rate as outlined in the attachment as attached
hereto as Exhibit A and further approves of the President executing the documents as attached
hereto as Exhibit B

SO ORDERED this the 29th day of August, 2017

A handwritten signature in black ink, appearing to read "Shelton L. Shum", is written over a horizontal line.

President

Clay County Board of Supervisors

Our Team and Commitment

Clay County Board of Supervisors

Service Team

Jeff Estes has primary service responsibility for your company. We operate using a team approach. Your Service Team consists of:

NAME / TITLE	PHONE / ALT. PHONE	EMAIL	ROLE
Jeff Estes Producer	601-863-3153	Jeff_Estes@ajg.com	Producer
Peggy McCrory Client Service Manager	601-863-3120	Peggy_McCrory@ajg.com	Client Service Mgr

Arthur J. Gallagher Risk Management Services
Main Office Phone Number (601) 956-5810

Arthur J. Gallagher Risk Management Services

Clay County Board of Supervisors



Public Sector Services
INDUSTRY Edge®

A Commercial Insurance Proposal for.

***CLAY COUNTY BOARD OF
SUPERVISORS***

Effective Date 09/01/2017

Expiration Date 09/01/2018

Prepared For Gallagher Jrms

Date of Proposal
Print Date 08/25/17

Coverage

Line of Business	Company	Policy Number
Deluxe Property		
Crime		6
Inland Marine		
General Liability		
Employee Benefit Liability		
Law Enforcement Liability		
Public Entity Management Liability		
Public Entity Employment-Related Practices Liability		
Auto Liability		
Auto Physical Damage		

Consult Policy for Actual Terms and Conditions

THE FOLLOWING OUTLINES THE COVERAGE FORMS, LIMITS OF INSURANCE, POLICY ENDORSEMENTS AND OTHER TERMS AND CONDITIONS PROVIDED IN THIS PROPOSAL/QUOTE. THIS IS NOT A COMPLETE LISTING OF ALL THE ENDORSEMENTS INCLUDED IN YOUR POLICY. IN ADDITION TO THE POLICY ENDORSEMENTS OUTLINED IN THIS PROPOSAL/QUOTE, ANY RESULTING INSURANCE POLICY ISSUED BY TRAVELERS MAY INCLUDE ADDITIONAL ENDORSEMENTS, INCLUDING STATE-MANDATED ENDORSEMENTS, THAT MAY AFFECT COVERAGE. HOWEVER, ANY POLICY COVERAGES, LIMITS OF INSURANCE, POLICY ENDORSEMENTS, COVERAGE SPECIFICATIONS, OR OTHER TERMS AND CONDITIONS THAT YOU HAVE REQUESTED THAT ARE NOT INCLUDED IN THIS PROPOSAL/QUOTE HAVE NOT BEEN AGREED TO BY TRAVELERS. PLEASE REVIEW THIS PROPOSAL/QUOTE CAREFULLY AND IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT YOUR TRAVELERS REPRESENTATIVE.

THIS PROPOSAL/QUOTE DOES NOT AMEND, OR OTHERWISE AFFECT, THE PROVISIONS OF COVERAGE OF ANY RESULTING INSURANCE POLICY ISSUED BY TRAVELERS. IT IS NOT A REPRESENTATION THAT COVERAGE DOES OR DOES NOT EXIST FOR ANY PARTICULAR CLAIM OR LOSS UNDER ANY SUCH POLICY. COVERAGE DEPENDS ON THE APPLICABLE PROVISIONS OF THE ACTUAL POLICY ISSUED, THE FACTS AND CIRCUMSTANCES INVOLVED IN THE CLAIM OR LOSS AND ANY APPLICABLE LAW.

As Broker/Agent you will be responsible for being aware of and complying with the various legal requirements associated with countersignature in various jurisdictions covered in the policies.

Unless accepted, the offer(s) of insurance contained in this proposal expire(s) automatically fifteen days after the proposal date referenced on the cover page of this proposal.

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Account Team**Account Executive — Overall Account Coordinator**

Sharon Bryant (210)527-2700
SRWINTER@travelers.com

Account Manager — Policy and Billing Services

Sandra A Puente (210)525-3904
SPUENTE@travelers.com

To report ask a question or discuss a claim please call 1-800-238-6225 A Claim Customer Service Representative is available 24 hours a day 7 days a week to take the first notice of loss or provide assistance on any existing claim

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About Travelers

Travelers (NYSE: TRV) is a leading provider of property casualty insurance and surety products and of risk management services to a wide variety of businesses, other organizations and to individuals. The company reported 2014 revenues of \$27 billion and total assets of \$103 billion.

Our products are distributed primarily through U.S. independent insurance agents and brokers. Travelers is the second largest writer of personal insurance through independent agents. The company also has offices in the U.K., Ireland, and Canada. Travelers has about 30,000 employees worldwide. For more information, visit www.travelers.com.

Financial Strength

The financial strength of an insurance company is understandably important to its policyholders. Independent services, such as A.M. Best, Standard & Poor's and Moody's, have consistently given high ratings to our claim-paying ability and financial strength.

The independent financial strength ratings, which reflect the Travelers claims-paying ability, are as follows:

A.M. Best	A++	(A++ is the highest of 16)
Standard & Poor's	AA	(AA is the 3rd highest of 21)
Moody's	Aa2	(Aa2 is the 3rd highest of 21)

It is the policy of Travelers to comply with all applicable federal, state and local fair employment laws. In addition, Travelers files appropriate EEO-1 reports and voluntarily subscribes to the principles of affirmative action.

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Public Sector Expertise

Travelers is the leading provider of property and casualty insurance for public entities. It's a position we've worked hard to earn by building lasting relationships and strong foundations in communities across the country. With our expertise, years of hands-on experience and outstanding financial strength and stability, clients count on us to deliver thoughtfully designed, tailored insurance coverages and risk management solutions for the exposures they face.

Our underwriting, risk control and claim teams work exclusively with public entities. Travelers has impressive capabilities to serve the needs of the market. We're proud to offer:

- Package products for municipalities, counties, water and sewer districts and other selected special districts. For these segments, we deliver a menu of customized offerings and solutions – including property, liability, auto and professional coverages – designed specifically for local governments.
- Large public entity property business – including schedules in excess of \$250 million total insured values – for the segments listed above as well as for schools, excess property and assumed reinsurance.

The team at Travelers takes the time to understand issues affecting local government. They analyze current risks, anticipate those customers may face in the future and create flexible solutions to manage both.

UNDERWRITING

Our underwriters stay abreast of public affairs, as well as evolving legal and social issues. We develop balanced solutions to meet each customer's unique situation and work with agents and brokers to customize the most effective plan for our clients.

CLAIM SERVICES

When it comes to claim handling, one size doesn't fit all. Travelers has claim professionals dedicated to handling claims for public entities. They understand state-specific issues and have extensive knowledge of the immunities and special defenses afforded to public entities. In addition, Travelers retains defense counsel who specializes in representing public entities and understand the complexity of public entity legislation.

RISK CONTROL SERVICES

Travelers risk control consultants work exclusively with public entity clients. These risk control professionals are dedicated to understanding a customer's unique operations, risks and issues. The value-added risk management programs, seminars and personalized service plans offered by Travelers help prevent losses and reduce overall costs for public entities.

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Risk Control Services

Travelers offers risk control resources that have a proven impact on preventing losses and reducing overall costs for public entities. These resources have been developed for public entity clients to address issues related to general liability, vehicle safety, property protection, law enforcement liability and employment practices liability.

Our goal is to provide public entities with resources to reduce loss-related expenses and enhance delivery of public services. These risk control resources respond to historical losses experienced by public entities and align with "best practices" for government entities as advocated by the Public Risk Management Association (PRIMA) and the International City/County Management Association (ICMA).

When you select Travelers as your insurance carrier, you will have access to a wealth of risk control resources including, but not limited to:

- The Public Sector Risk Control Seminars: The value-added risk management programs, seminars and training sessions offered by Travelers help prevent losses and reduce overall costs for public entities.
- Travelers Web Site: As a policyholder, you will have access to our Risk Control Web-site. You will be able to immediately download risk control materials or order them from our products database. In addition, the site provides a pathway to register for our Safety Academy courses. <http://www.travelers.com/riskcontrol>
- Public Sector Risk Control Answer Line: Have a technical question about a risk control issue? Use the Travelers Public Sector Answer Line. Clients can direct their specific risk control questions to the Answer Line for advice and information. Ask_Risk-Control@Travelers.com
- Employment Practices Liability Risk Management Resources: Our EPL resources include:
 - 1) Free access to an Internet-based resource site with a wealth of employment practices information including emerging issues in employment law, sample handbook, best practices for policies and procedures, articles, searchable library and much more.
 - 2) 800# Hotline for free general guidance from an attorney who specializes in employment law and can answer questions about workplace concerns.
 - 3) Hundreds of vendor web-based risk management training courses which are available from any computer with internet access, anytime 24/7. Travelers clients simply set up an account with the vendor and receive a 15% discount off retail pricing. Additional volume discounts are applied on purchases of \$1,000 or more.
- CyberFirst eRisk Hub: is a private web-based portal containing information and technical resources that can assist in the prevention of network, cyber and privacy events and provide timely support if an incident occurs.
- In the Public Interest Newsletter: Each issue of this newsletter addresses risk control concerns for general liability, vehicle operations and employment practices. The newsletter also features risk control and risk management information to minimize the frequency and severity of losses.

At Travelers, we are dedicated to meeting our public entity clients' risk management and risk control needs. We are pleased to offer you these valuable risk control resources as a part of this insurance proposal.

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Location Schedule

1	1	COURT HOUSE	205 COURT STREET WEST POINT MS 39773
1	2	COURT ROOM	205 COURT STREET WEST POINT MS 39773
2	3	VOTING BLDG-CAIRO	10851 HIGHWAY 46 CEDARBLUFF MS 39741
3	4	VOTING BLDG SILOAM	2504 HIGHWAY 47 WEST POINT MS 39773
4	5	VOTING PINE BLUFF	10498 COLONY ROAD MANTEE MS 39751
5	6	PHEBA VOTING PRECINCT	21523 HWY 50 W PHEBA MS 39755
6	7	GARAGE DIST 4	7390 R B ROAD PRAIRIE MS 39756
7	8	FIRE DEPT UNIT 400	9750 BRAND UNA ROAD PRAIRIE MS 39756
8	9	TIBBEE VOTING BLDG	2895 E TIBBEE RD WEST POINT MS 39773
8	10	FIRE DEPT	2895 E TIBBEE RD WEST POINT MS 39773
9	11	VINTON VOTING-GARAGE DIST 1	440 BARTON FERRY ROAD WEST POINT MS 39773
10	12	UNION STATION VOTING FIRE DEPT	6423 WAVERLY ROAD WEST POINT MS 39773
11	13	FIRE DEPT 300	18006 HWY 46 CEDARBLUFF MS 39741
12	14	GARAGE DIST 2	1981 OLD TIBBEE RD WEST POINT, MS 39773
13	15	OFFICE-JAIL-JUSTICE CRT SHERIFFS	218 WEST BROAD STREET WEST POINT MS 39773
14	16	HOME FOR CHILDREN	451 COOPER STREET WEST POINT MS 39773
15	17	BARN DIST 3	4962 HIGHWAY 46 CEDARBLUFF MS 39741
16	18	DHS	360 WASHINGTON ST WEST POINT MS 39773
17	19	ELLIS CLINIC	138 SOUTH DIVISION WEST POINT MS 39773
18	20	UNIT 600 FIRE DEPT	10986 HIGHWAY 50 WEST CEDARBLUFF MS 39741
19	21	GARAGE DIST 1	440 BARTON FERRY ROAD WEST POINT MS 39773
20	22	UNA PALO ALTO FIRE STATION	13700 HIGHWAY 47 WEST POINT MS 39773
21	23	E911 BUILDING	972 EAST BROAD STREET WEST POINT MS 39773
22	24	DTL BUILDING	227 COURT STREET WEST POINT MS 39773
23	25	VOL FIRE DEPT PHEBA	21561 HIGHWAY 50 WEST PHEBA MS 39755
24	26	GARAGE DIST 5	21572 HIGHWAY 50 WEST PHEBA MS 39755
25	27	CLAY COUNTY AG HIGH	160 COLLEGE STREET PHEBA MS 39755
26	28	VOTING-CARADINE	14252 BRAND UNA RD WEST POINT MS 39773
27	29	UNIT 600 FIRE DEPT MONTPELIER	5486 HIGHWAY 50 W CEDARBLUFF MS 39741
28	30	MONTGLOVE BLDG WAREHOUSE	183 COLLEGE STREET PHEBA MS 39755
29	31	FIRE DEPT 100	2850 HAZELWOOD RD WEST POINT MS 39773
30	32	VOTING PRECINCT	540 EAST BRAME AVENUE WEST POINT MS 39773
31	33	WHITE GOOD COLLECTION BLDG	HWY 47 ABBOTT WEST POINT MS 39773

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Deluxe Property**DELUXE PROPERTY COVERAGE FORM****COVERAGES AND LIMITS OF INSURANCE - DESCRIBED PREMISES**

Insurance applies on a BLANKET basis only to a coverage or type of property for which a Limit of Insurance is shown below, and then only at the premises locations for which a value for such coverage or property is shown on the Statement of Values dated 8/23/2017 or subsequently reported to and insured by us. For Insurance that applies to a specific premises location see Deluxe Property Coverage Part Schedule - Specific Limits

Blanket Description of Coverage or Property	Limits of Insurance
Building and Your Business Personal Property	\$19 857 422

COINSURANCE PROVISION

Coinsurance does not apply to the Blanket Coverages shown above

VALUATION PROVISION

Replacement cost (subject to limitations) applies to most types of covered property (See Valuation Loss Condition)

DELUXE PROPERTY COVERAGE PART SCHEDULE - SPECIFIC LIMITS - DESCRIBED PREMISES

Insurance applies only to a premises location and building number and to a coverage or type of property for which a Specific Limit of Insurance is shown on schedule

COINSURANCE PROVISION

Coinsurance does not apply to any Building Personal Property or "Stock" coverage for which a Specific Limit of Insurance applies as shown on schedule

EXCEPTION(S)

Coinsurance applies to the following Covered Property for which a percentage factor is shown below

Buildings	90%
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VALUATION PROVISION

Replacement cost (subject to limitations) applies to most types of covered property (See Valuation Loss Condition)

EXCEPTION(S)

Buildings	Actual Cash Value
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Other LOC 28-30 LOCATED AT 183 COLLEGE ST, PHEBA, MS

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ADDITIONAL COVERED PROPERTY

Limits of Insurance

Personal Property at Undescribed Premises

At any exhibition* premises	\$50 000
At any installation premises or temporary storage premises	Not Covered
At any other not owned leased or regularly operated premises	\$50 000

Personal Property in Transit

\$50 000

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DELUXE PROPERTY COVERAGE FORM - ADDITIONAL COVERAGES & COVERAGE EXTENSIONS

The Limits of Insurance shown in the left column are included in the coverage form and apply unless a Revised Limit of Insurance or Not Covered is shown in the Revised Limits of Insurance column on the right. The Limits of Insurance apply in any one occurrence unless otherwise stated.

	Limits of Insurance	Revised Limits of Insurance
Accounts Receivable		
At all described premises	\$50 000	\$100 000
In transit or at all undescribed premises	\$25 000	\$100 000
Appurtenant Buildings and Structures	\$100 000	
Claim Data Expense	\$25 000	
Covered Leasehold Interest – Undamaged Improvements & Betterments		
Lesser of Your Business Personal Property limit or	\$100 000	
Debris Removal (additional amount)	\$250 000	
Deferred Payments	\$25 000	
Duplicate Electronic Data Processing Data and Media	\$50 000	
Electronic Data Processing Data and Media		
At all described premises	\$50,000	
Employee Tools		
In any one occurrence	\$25 000	
Any one item	\$2 500	
Expediting Expenses	\$25 000	
Extra Expense	\$25 000	
Fine Arts		
At all described premises	\$50 000	
In transit	\$25 000	
Fire Department Service Charge	Included*	
Fire Protective Equipment Discharge	Included*	
Green Building Alternatives – Increased Cost		
Percentage 1%		
Maximum amount – each building	\$100 000	
Green Building Reengineering and Recertification Expense	\$25 000	
Limited Coverage for Fungus, Wet Rot or		
Dry Rot – Annual Aggregate	\$25 000	
Loss of Master Key	\$25 000	
Newly Constructed or Acquired Property		
Buildings - each	\$2 000 000	
Personal Property at each premises	\$1 000 000	
Non-Owned Detached Trailers	\$25,000	
Ordinance or Law Coverage	\$250 000	\$1 000 000
Outdoor Property	\$25 000	\$50 000
Any one tree, shrub or plant	\$2 500	
Outside Signs		
At all described premises	\$100 000	

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At all undescribed premises	\$5 000	
Personal Effects	\$25 000	\$50 000
Personal Property At Premises Outside of the Coverage Territory	\$50 000	
Personal Property In Transit Outside of the Coverage Territory	\$25 000	\$50,000
Pollutant Cleanup and Removal – Annual Aggregate	\$100 000	
Preservation of Property		
Expenses to move and temporarily store property	\$250 000	
Direct loss or damage to moved property	Included*	
Reward Coverage		
25% of covered loss up to a maximum of	\$25 000	
Stored Water	\$25 000	
Theft Damage to Rented Property	Included*	
Undamaged Parts of Stock in Process	\$50 000	
Valuable Papers and Records – Cost of Research		
At all described premises	\$50 000	\$500 000
In transit or at all undescribed premises	\$25 000	\$100 000
Water or Other Substance Loss – Tear Out and Replacement Expense	Included*	

*Included means included in applicable Covered Property Limit of Insurance

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**DELUXE BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM -
DESCRIBED PREMISES**

Premises Location No	Building No	Limits of Insurance
ALL	ALL	\$1 000 000

Rental Value Included
Ordinary Payroll Included

**DELUXE BUSINESS INCOME - ADDITIONAL COVERAGES AND COVERAGE
EXTENSIONS**

The Limits of Insurance, Coverage Period and Coverage Radius shown in the left column are included in the coverage form and apply unless a revised Limit of Insurance, Coverage Period, Coverage Radius or Not Covered is shown under the column on the right. The Limits of Insurance apply in any one occurrence unless otherwise stated.

	Limits of Insurance, Coverage Period or Coverage Radius	Revised Limits of Insurance, Coverage Period or Coverage Radius
Business Income from Dependent Property		
At Premises Within the Coverage Territory	\$100 000	
At Premises Outside of the Coverage Territory	\$100 000	
Civil Authority		
Coverage Period	30 days	
Coverage Radius	100 miles	
Claim Data Expense	\$25,000	
Contract Penalties	\$25 000	
Extended Business Income		
Coverage Period	180 days	
Fungus, Wet Rot or Dry Rot – Amended Period of Restoration		
Coverage Period	30 days	
Green Building Alternatives – Increased Period of Restoration		
Coverage Period	30 days	
Ingress or Egress	\$25 000	
Coverage Radius	1 mile	
Newly Acquired Locations	\$500,000	
Ordinance or Law - Increased Period of Restoration	\$250 000	
Pollutant Cleanup and Removal – Annual Aggregate	\$25 000	
Transit Business Income	\$25 000	
Undescribed Premises	\$25 000	

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CAUSES OF LOSS - EARTHQUAKE – aggregate in any one policy year for all losses covered under the Causes of Loss – Earthquake endorsement commencing with the inception date of this policy

**Annual
Aggregate
Limit**

01 Applies at the following Building(s) numbered

001-033 \$1 000 000

If more than one Annual Aggregate Limit applies in any one occurrence the most we will pay is the highest involved Annual Aggregate Limit The most we will pay during each annual period is the highest of the Annual Aggregate Limits shown

CAUSES OF LOSS - BROAD FORM FLOOD – aggregate in any one policy year for all losses covered under the Causes of Loss – Broad Form Flood endorsement, commencing with the inception date of this policy

**Annual
Aggregate
Limit**

01 Applies at the following Building(s) numbered

001-006,008,011 012,015-017,019,021-024,027,029,
031 032 \$1 000 000

If more than one Annual Aggregate Limit applies in any one occurrence the most we will pay is the highest involved Annual Aggregate Limit The most we will pay during each annual period is the highest of the Annual Aggregate Limits shown

EXCESS OF LOSS LIMITATION APPLIES – See Causes of Loss – Broad Form Flood endorsement

Cause of Loss – Equipment Breakdown

The insurance provided for loss or damage caused by or resulting from Equipment Breakdown is included in and does not increase the Covered Property Business Income Extra Expense and/or other coverage Limits of Insurance that otherwise apply under this Coverage Part

Coverage Extension	Limits of Insurance	Revised Limits of Insurance
Spoilage	\$25,000	\$250,000
Limitations	Limits of Insurance	Revised Limits of Insurance
Ammonia Contamination	\$25 000	\$250 000
Hazardous Substance	\$25 000	\$250 000

UTILITY SERVICES

	Limits of Insurance
Direct Damage - in any one occurrence (See Utility Services – Direct Damage endorsement)	\$50 000
Coverage is provided for the following	
Water Supply	
Communication Supply	
Power Supply	
Coverage for Overhead Transmission Lines is excluded	

Public Sector Services Additional Coverage Endorsements

	Limits of Insurance
Spoilage Coverage Extension DX T3 15	\$10 000
Sewer or Drain Backup Amendment DX T4 45	\$100 000
Law Enforcement Animals DX T4 46	
Any one law enforcement animal	\$15 000
All law enforcement animals – maximum per occurrence	\$30 000
Public Entity Property Extensions DX T4 47	
Confiscated Property	\$100 000
Street Lights – each item	\$2 500
Street Lights – maximum per occurrence	\$50 000
Street Signs – each item	\$2 500
Street Signs – maximum per occurrence	\$50 000
Traffic Signs and Lights – each item	\$2 500
Traffic Signs and Lights – maximum per occurrence	\$50 000
Stadium Lights – each item	\$2 500
Stadium Lights – maximum per occurrence	\$50 000

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DEDUCTIBLES

BY EARTHQUAKE

Percentage Occurrence

01 in any one occurrence, at the following Building(s) numbered

001-033 \$50 000

As respects Business Income Coverage a 72 hour deductible applies at all premises locations

BY "FLOOD"

Occurrence

01 At the premises location(s) of the following Building(s) numbered

001-006,008 011 012 015-017 019 021-024 027 029 031
032

in any one occurrence \$100 000

As respects Business Income Coverage a 72 hour deductible applies at all premises locations

TO "ELECTRONIC DATA PROCESSING EQUIPMENT"

in any one occurrence \$1 000

TO "ELECTRONIC DATA PROCESSING DATA AND MEDIA"

in any one occurrence \$1 000

BUSINESS INCOME

As respects Business Income Coverage for which no other deductible is stated above or in the coverage description a 72 hour deductible applies

By LAW ENFORCEMENT ANIMALS

in any one occurrence \$1 000

ANY OTHER COVERED LOSS

in any one occurrence \$2 500

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AMENDMENTS

CAUSES OF LOSS-EQUIPMENT BREAKDOWN	DX T3 19
ELECTRONIC VANDALISM LIMITATION ENDT	DX T3 98
EXCLUSION OF CERTAIN COMPUTER LOSSES	IL T3 55
EXCL OF LOSS DUE TO VIRUS OR BACTERIA	IL T3 82
AMNDT COMMON POLICY COND-PROHIBITED COVG	IL T4 12
CAP ON LOSSES CERTIFIED ACT OF TERRORISM	IL T4 14

Rating Basis


Rating Basis is Based on 100% Values for Blanket Locations plus Scheduled Locations Limits plus Time Element Limits

Total Rating Basis	\$21,057,422
Rate	146789
Premium for Policy Period	\$32,372

Note The Premium shown above includes the premium charged for Equipment Breakdown coverage The premium for Equipment Breakdown coverage is \$1 459

If you elect not to purchase Equipment Breakdown coverage, please contact your Account Executive and a revised quote without Equipment Breakdown coverage will be sent to you

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DELUXE PROPERTY COVERAGE PART SCHEDULE -

Prem		Bldg	SPECIFIC LIMITS Description of Coverage or Property	Limits of Insurance
28	30	Buildings		\$200,000

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Crime**Government Crime - Discovery Coverage**

The Government Crime - Discovery Coverage Part consists of this Declarations Form and the Government Crime - Discovery Coverage Form

Employee Benefit Plan(s) Included as Insureds

Insuring Agreements	Limit Of Insurance Per Occurrence	Deductible Amount Per Occurrence
Employee Theft – Per Loss Coverage	\$100 000	\$500
Forgery Or Alteration	\$100 000	\$500
Inside The Premises – Theft of Money And Securities	\$100 000	\$500
Inside The Premises – Robbery Or Safe Burglary Of Other Property	Not Covered	Not Covered
Outside The Premises	\$25 000	\$500
Computer Fraud	\$100 000	\$500
Funds Transfer Fraud	\$100 000	\$500
Money Orders And Counterfeit Paper Currency	Not Covered	Not Covered

Endorsements Forming Part Of This Coverage Part When Issued

EXCLUSION OF CERTAIN COMPUTER LOSSES	IL T3 55
AMNDT COMMON POLICY COND-PROHIBITED COVG	IL T4 12

CANCELLATION OF PRIOR INSURANCE ISSUED BY US

By acceptance of this Coverage Part you give us notice cancelling prior policy Nos
,
the cancellation to be effective at the time this Coverage Part becomes effective

Gross Premium **\$1,070**

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Inland Marine

IM PAK

Policy Deductible \$ 500

State	Premises / Bldg Number	Coverage	Limits of Insurance & Deductibles
		Contractor's Equipment	\$ 500
		Listed Items	\$ 2 528 255
		Unlisted Items	\$ 50 000
		Not To Exceed	\$ 50 000 per item
		Leased or Rented Items	\$ No Coverage
		Newly Acquired Contractors Equipment	\$ 250 000
		Replacement Items	\$
		Rental Cost	\$ 5 000 per item
		Loss to any one Replacement Item	\$ 100 000 per item
		Maximum Amount of Payment	\$ 2 578 255
		Flood Limit of Insurance	\$ No Coverage
		Flood Annual Aggregate Limit of Insurance	\$ Not Applicable
		Earth Movement Limit of Insurance	\$ 500,000
		Earth Movement Annual Aggregate Limit of Insurance	\$ 500 000
		Basic Deductible	\$ 500
		Earth Movement Deductible	\$ 50 000
		Windstorm Deductible	\$ 500

State	Premises / Bldg Number	Coverage	Limits of Insurance & Deductibles
		Scheduled Property	\$
		Scheduled Items	\$ 299 107
		Flood Limit of Insurance	\$ No Coverage
		Flood Annual Aggregate Limit of Insurance	\$ Not Applicable
		Earth Movement Limit of Insurance	\$ 299 107
		Earth Movement Annual Aggregate Limit of Insurance	\$ 299,107
		Basic Deductible	\$ 500
		Earth Movement Deductible	\$ 50,000
		Windstorm Deductible	\$ 500

EXCLUSION OF CERTAIN COMPUTER LOSSES	IL T3 55
EXCL OF LOSS DUE TO VIRUS OR BACTERIA	IL T3 82
AMNDT COMMON POLICY COND-PROHIBITED COVG	IL T4 12
CAP ON LOSSES CERTIFIED ACT OF TERRORISM	IL T4 14

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ADDITIONAL COVERAGE INFORMATION

Other

IM PAK Modifiers

IM PAK will use policy language attachments rather than endorsements (refer to the IM PAK section)

<u>Modifier Number</u>	<u>Name</u>
0462	Exception to IL T3 55 Date Related Loss Excl
0654	Programming Errors F

Gross Premium \$9 640

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General Liability – Occurrence**Option 1**

Coverage	Limit
General Aggregate Limit	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2 000 000
Personal and Advertising Injury Liability Any One Person or Organization Limit	\$1 000 000
Each Occurrence Limit	\$1 000 000
The following limits apply	
Damage to Premises Rented to You Limit (Any One Premises)	\$1 000 000
Medical Expense Limit (Any One Person)	Excluded
Sewage Back-Up Limit	Excluded
Failure To Supply Limit	Excluded
Abuse or Molestation Aggregate Limit	\$500 000
Each Abuse or Molestation Offense Limit Subject to Statutory Cap Limits of Coverage	\$500 000

Statutory Cap Limits Of Coverage Endorsement

Mississippi Each Occurrence Statutory Cap Limit	\$500 000
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General Liability – Occurrence**AMENDMENTS**

PUBLIC ENTITIES XTEND ENDORSEMENT

MOBILE EQUIPMENT REDEFINED PUBLIC ENTITIES

AMENDMENT OF COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY

AMENDMENT - POLLUTION EXCLUSION

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

EMPLOYMENT-RELATED PRACTICES EXCLUSION

EXCLUSION - ASBESTOS

EXCLUSION - INJURY TO VOLUNTEER FIREFIGHTERS

EXCLUSION - LAW ENFORCEMENT ACTIVITIES OR OPERATIONS

COVERAGE C - MEDICAL PAYMENTS EXCLUSION

EXCLUSION - EMPLOYEES AND VOLUNTEER WORKERS AS INSURED FOR CERTAIN BODILY INJURY PERSONAL INJURY AND PROPERTY DAMAGE

EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION

EXCLUSION - UNSOLICITED COMMUNICATIONS

EXCLUSION - WAR

EXCLUSION - PUBLIC USE OF PRIVATE PROPERTY

FUNGI OR BACTERIA EXCLUSION

EXCLUSION - DISCRIMINATION

EXCLUSION - PROFESSIONAL HEALTH CARE SERVICES - PUBLIC ENTITIES

EXCLUSION - VIOLATION OF CONSUMER FINANCIAL PROTECTION LAWS

EXCLUSION - FAILURE TO SUPPLY

EXCLUSION - NUCLEAR ENERGY LIABILITY

AMENDMENT OF COMMON POLICY CONDITIONS - PROHIBITED COVERAGE UNLICENSED INSURANCE AND TRADE OR ECONOMIC SANCTIONS

AMENDMENT OF BODILY INJURY DEFINITION

AMENDMENT OF PROPERTY DAMAGE DEFINITION

AMENDMENT - NON CUMULATION OF EACH OCCURRENCE LIMIT OF LIABILITY AND NON CUMULATION OF PERSONAL AND ADVERTISING INJURY LIMIT

AMENDMENT - OTHER INSURANCE CONDITION AND MEANING OF OTHER INSURANCE OTHER INSURER AND INSURER

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AMENDMENT OF CONTRACTUAL LIABILITY EXCLUSION - EXCEPTION FOR DAMAGES ASSUMED
IN AN INSURED CONTRACT APPLIES ONLY TO NAMED INSURED

AMENDMENT OF SUPPLEMENTARY PAYMENTS - TAXED COSTS AND APPEAL BONDS

PROFESSIONAL HEALTH CARE & SOCIAL SERVICES LIABILITY COVERAGE - DESIGNATED
PROFESSIONALS - PUBLIC ENTITIES APPLIES WHEN "YES" IS INDICATED BELOW

NURSES	NO	PARAMEDIC / EMT	YES
JAIL NURSES	NO	SOCIAL SERVICES	NO
CORONER	YES		

EXCLUSION - DESIGNATED ACTIVITIES OR OPERATIONS - THE FOLLOWING ARE EXCLUDED

- DAY CARE, DAY CAMP, NURSERY OR SIMILAR FACILITY
- HALFWAY HOUSE, EMERGENCY SHELTER OR OTHER GROUP HOME
- HOSPITAL, NURSING HOME, MEDICAL CLINIC, REHABILITATION FACILITY, OR OTHER TYPE
OF MEDICAL FACILITY
- PORT HARBOR OR TERMINAL DISTRICT

PROFESSIONAL HEALTH CARE & SOCIAL SERVICES LIABILITY COVERAGE - CORONER
LIMITED ABUSE OR MOLESTATION LIABILITY COVERAGE

Gross Premium \$12,553

General Liability**Features & Benefits****Coverage**

Coverage features include

- Reasonable Force Property Damage – Exception to Expected Or Intended Injury Exclusion
- Owned Watercraft Less Than 25 Feet - Exception to Aircraft Auto Or Watercraft Exclusion,
- Damage to Premises Rented to You – Exception to Damage To Property Exclusion
- Good Samaritan Services Coverage,
- Unintentional Omission will not prejudice rights under insurance,
- Blanket Waiver of Subrogation
- Non-Owned Watercraft 50 Feet Long or Less – Exception to Aircraft Auto Or Watercraft Exclusion
- Aircraft Chartered With Pilot - Exception to Aircraft Auto Or Watercraft Exclusion
- Increased Supplementary Payments For Bail Bonds
- Contractual Liability – Railroads
- Knowledge and Notice of Occurrence or Offense

Pollution Coverage – broadening endorsement includes coverage for bodily injury and property damage arising out of certain discharges or releases of pollutants caused by

- Pesticide herbicide fungicide or fertilizer application
- Chlorine sodium hypochlorite or any other chemical use in sewage treatment, water purification or swimming pool maintenance
- Use of substances in providing or training for fire-fighting or emergency response services

Who Is an Insured

- Public Entity
- Elected or Appointed Officials
- Board Members
- Employees and Volunteer Workers
- Owners Managers or Lessors of Premises
- Lessors of Equipment
- Watercraft Users

Other

- Your Law Enforcement Activities or Operations, including jail premises are excluded Coverage may be available under the Law Enforcement Liability agreement
- Employment-related practices are excluded Coverage may be available under the Employment-Related Practices Liability - Claims-Made agreement

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Employee Benefits Liability – Claims Made

Option 1

Coverage	Limit
Aggregate Limit	\$3 000 000
Each Employee Limit	\$1 000 000

DEDUCTIBLES

The following deductibles (Loss Only) apply

Each Employee Deductible (Loss Only)	\$1 000
Retroactive Date	09/01/1997

Gross Premium \$381

Features & Benefits

Coverage Form

This coverage form is designed to provide coverage for damages that the insured is legally obligated to pay because of a negligent act, error or omission committed in the administration of the named insured's employee benefit program as that term is defined in the coverage form. Administration includes counseling employees, including their dependents and beneficiaries, with respect to the employee benefit program and handling records in connection with the employee benefit program.

Who Is an Insured

- Public Entity
- Employees

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Law Enforcement Liability – Claims Made**Option 1**

Coverage	Limit
Aggregate Limit	\$2 000 000
Each Wrongful Act Limit	\$2 000,000
Retroactive Date	09/01/2000

Statutory Cap Limits Of Coverage Endorsement

Mississippi Statutory Cap Limit \$500 000

DEDUCTIBLES

Deductibles apply to damages & defense expenses unless required otherwise by state regulation

The following deductible (Damages and Defense Expenses) applies

Each Wrongful Act Deductible - Damages and Defense Expenses \$10 000

AMENDMENTS

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

AMENDMENT OF COMMON POLICY CONDITIONS - PROHIBITED COVERAGE UNLICENSED
INSURANCE AND TRADE OR ECONOMIC SANCTIONS

FUNGI OR BACTERIA EXCLUSION

MOBILE EQUIPMENT REDEFINED - EXCLUSION OF VEHICLES SUBJECT TO MOTOR VEHICLE
LAWS

Gross Premium \$20 932

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Law Enforcement Liability

Features & Benefits

Coverage

This coverage is designed to cover the premises and operations exposures and the professional liability of law enforcement agencies including your jail operations. It covers amounts any insured is legally required to pay as damages for covered bodily injury, property damage or personal injury that is caused by a wrongful act committed by you or on your behalf while conducting law enforcement activities or operations. Wrongful act is defined as any act, error or omission. Insurance applies to:

- Bodily Injury, Personal Injury and Property Damage
- Injury caused by electric mobility devices not subject to compulsory/financial responsibility law
- Injury due to the use of mace, pepper spray or tear gas,
- Mental Anguish, Emotional Distress
- Violation of Civil Rights protected under any federal, state or local law
- Authorized Moonlighting
- Canine & Equine Exposures
- False Arrest, Detention or Imprisonment,
- False or Improper Service of Process
- Mutual Aid Agreements

Who Is an Insured

- Public Entity
- Elected and Appointed Officials, Executive Officers and Directors
- Employees
- Volunteer Workers
- Legal Representatives

Other

- Pay on behalf of basis (Deductible Options Only)
- Duty to defend claims and suits even if allegations are groundless, false or fraudulent (Deductible Options Only)
- Additional Supplementary Payment of \$25,000 for physical damage to personal property of others that is in a person's possession at the time of arrest and in the care, custody or control of an insured at the time of damage (Deductible options only)
- Damages include plaintiff's attorney fees if awarded or paid in settlement
- Defense outside limits
- Defense obligation for criminal, dishonest, fraudulent or malicious wrongful act allegations provided until it has been admitted or determined in a legal proceeding that such wrongful act was committed by that insured or with consent or knowledge of that insured
- Contractual Liability Exclusion does not apply to injury or damage if insured would have liability for damages even without the contract
- Professional Health Care Services Exclusion does not apply to providing first aid or to certain services performed by non-medical staff
- Coverage for jail nurses providing professional health care services can be added by endorsement
- Limits not reduced by payment of deductible or self-insured retention

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Public Entity Management Liability – Claims Made

Option 1

Coverage	Limit
Aggregate Limit	\$2 000 000
Each Wrongful Act Limit	\$1,000 000
Retroactive Date	09/01/1997

DEDUCTIBLES

Deductibles apply to damages & defense expenses unless required otherwise by state regulation

The following deductible (Damages and Defense Expenses) applies

Each Wrongful Act Deductible - Damages and Defense Expenses \$5,000

AMENDMENTS

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

AMENDMENT OF NETWORK AND INFORMATION SECURITY WRONGFUL ACT DEFINITION

AMENDMENT OF COMMON POLICY CONDITIONS PROHIBITED COVERAGE - UNLICENSED INSURANCE AND TRADE OR ECONOMIC SANCTIONS

DEFENSE EXPENSES REIMBURSEMENT FOR INJUNCTIVE RELIEF SUITS

Defense Expenses Reimbursement Limit - Aggregate \$25 000

Defense Expenses Reimbursement Limit - Each Wrongful Act \$25 000


Injunctive Relief Each Wrongful Act Participation Amount 10%

The Following Are Excluded When "Yes" Is Indicated Below If "No" Is Indicated, An Amendment And/Or Manuscript Endorsement May Be Required

- | | |
|--|---------------------------------|
| Yes Airport | Yes Transit Authorities |
| Yes Health Care Facilities Clinics | Yes Gas Utilities |
| Yes Health Care Facilities Hospital | Yes Electric Utilities |
| Yes Health Care Facilities Blood Banks | Yes Housing Authorities |
| Yes Health Care Facilities Nursing Homes | Yes Schools or School Districts |
| Yes Health Care Facilities Rehabilitation Facilities | Yes Joint Powers Authority |
| Yes Port Authorities | |

Gross Premium \$2 691

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Public Entity Management Liability

Features & Benefits**Coverage**

This coverage is designed to cover damages any insured is legally required to pay for covered loss that is caused by a wrongful act committed while conducting duties by or on behalf of a public entity or its boards. Wrongful act is defined as any act, error or omission. (Excludes coverage for bodily injury, personal injury, advertising injury, property damage and employment-related loss.)

Who Is an Insured

- | | |
|--|--|
| • Public Entity | • Employees (including employees of the entity's boards) |
| • Boards and Board Members | • Legal Representatives |
| • Elected and Appointed Officials,
Executive Officers and Directors | • Volunteer Workers |

Other

- Pay on behalf of basis (Deductible Options Only)
- Duty to defend claims and suits even if allegations are groundless, false, or fraudulent (Deductible Options Only)
- Professional health care services and law enforcement activities or operations exclusions apply
- Coverage for insured persons appointed at the named insured's request to serve on outside tax-exempt entity
- Coverage for "your boards" operating under your jurisdiction and part of total operating budget
- Coverage extends to employed lawyers, architects, engineers, accountants and other professional "employees" while performing duties related to the conduct of your business (Professional Health Care Services Exclusion and certain other exclusions apply, however)
- Coverage applies to zoning disputes that seek damages, provided that such claims do not amount to a taking or controlling of private property for public use or benefit, including the diminution in value for such property
- Breach of Contract Exclusion does not apply to loss arising out of the breach of a mutual aid agreement
- Definition of "suit" includes arbitration/alternative dispute resolution proceeding seeking money damages
- Coverage for Limited Special Expense Reimbursement – Key Employees (Available premium charge required for endorsement)
- Defense outside limits
- Defense obligation for allegations of criminal, dishonest, fraudulent, or malicious wrongful acts or knowing violations of rights or law is provided until it has been admitted or determined in a legal proceeding that such wrongful act or knowing violation was committed by that insured or with consent or knowledge of that insured
- Contractual Liability Exclusion does not apply to loss for which insured would have liability for damages even without the contract
- Limits not reduced by payment of deductible or self-insured retention

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Public Entity Employment-Related Practices Liability – Claims Made

Option 1

IMPORTANT NOTICE –

Defense expenses are payable within the limits of Insurance

Coverage	Limit
Aggregate Limit	\$2 000 000
Each Wrongful Employment Practice Offense Limit	\$1 000 000

DEDUCTIBLES

Deductibles apply to damages & defense expenses unless required otherwise by state regulation

The following deductible (Damages and Defense Expenses) applies

Each Wrongful Employment Practice Offense Deductible - Damages and Defense Expenses	\$5 000
Retroactive Date	09/01/1997

AMENDMENTS

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

EXCLUSION - OTHER EMPLOYMENT LAWS

AMENDMENT OF COMMON POLICY CONDITIONS - PROHIBITED COVERAGE - UNLICENSED INSURANCE AND TRADE OR ECONOMIC SANCTIONS

The Following Are Excluded When "Yes" Is Indicated Below If "No" Is Indicated, An Amendment And/Or Manuscript Endorsement May Be Required

Yes Airport	Yes Transit Authorities
Yes Health Care Facilities Clinics	Yes Gas Utilities
Yes Health Care Facilities Hospital	Yes Electric Utilities
Yes Health Care Facilities Blood Banks	Yes Housing Authorities
Yes Health Care Facilities Nursing Homes	Yes Schools or School Districts
Yes Health Care Facilities Rehabilitation Facilities	Yes Joint Powers Authority
Yes Port Authorities	

Gross Premium	\$13 607
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Public Entity Employment-Related Practices Liability

Features & Benefits**Coverage**

This coverage is designed to cover damages any insured is legally required to pay for covered employment loss caused by a wrongful employment practice offense (Excludes coverage for bodily injury and property damage) Wrongful employment practice offense is defined to include discrimination wrongful termination harassment retaliatory action, wrongful discipline wrongful hiring supervision demotion or failure to promote and employment-related misrepresentation, defamation libel slander disparagement and invasion of privacy

Who Is an Insured

- Public Entity
- Boards and Board Members
- Elected and Appointed Officials
Executive Officers and Directors
- Employees (including employees of the entity's boards)
- Legal Representatives
- Volunteer Workers

Other

- Pay on behalf of basis (Deductible Options Only)
- Duty to defend claims and suits even if allegations are groundless, false or fraudulent (Deductible Options Only)
- Broad Definition Wrongful Employment Practice Offense
- Duty to defend suits that are governmental administrative hearings seeking injunctive relief such as EEOC proceedings
- Defense expenses are payable within the limits of insurance Damages include attorneys fees of the person making or bringing the claim or suit if the insured is legally required to pay them under the law which was violated
- Breach of Contract Exclusion applies only to written contracts (not verbal)
- Damages include Back/Front Pay if awarded
- Third Party Sexual Harassment coverage available (Additional premium charge required for endorsement)
- Risk Control Services
 - 1) RMPlus – Free of charge includes sample handbook policies email links to relevant articles
 - 2) 800 Legal Hotline – Free of charge to ask EP-related questions from expert attorneys around the country
 - 3) LocalGovU – Hundreds of online courses tailored to public entities that Travelers policyholders may purchase at discounted rates Insureds ability to track and report employee scores back to policyholder for HR record-keeping purposes
- Defense obligation for criminal dishonest, fraudulent or malicious wrongful employment practice offenses or knowing violations of rights or laws provided until it has been admitted or determined in a legal proceeding that such wrongful employment practice offense was committed by that insured or with consent or knowledge of that insured
- Contractual Liability Exclusion does not apply to employment loss if insured would have liability for damages even without the contract
- Limits not reduced by payment of deductible or self-insured retention

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Automobile Liability

Option 1

Liability Coverage	Auto Symbols	Limits
Liability	1 only	\$750 000
Bodily Injury/Property Damage Non-Stacked Limits	2 only	
Uninsured/Underinsured Motorist	2 only	\$750,000
Number of autos excluding trailers	131	
Number of trailers	20	
Statutory Cap Limits Of Coverage Endorsement		
Mississippi Statutory Cap Limit		\$500 000

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Automobile Liability**AMENDMENTS**

AMENDMENT OF BODILY INJURY DEFINITION

PUBLIC ENTITY AUTO EXTENSION

PROFESSIONAL SERVICES NOT COVERED

EMERGENCY VEHICLES - VOLUNTEER FIREFIGHTERS & WORKERS' INJURIES EXCLUDED

AMENDMENT OF EMPLOYEE DEFINITION

AMENDMENT OF COMMON POLICY CONDITIONS - PROHIBITED COVERAGE - UNLICENSED
INSURANCE AND TRADE OR ECONOMIC SANCTIONS

Gross Premium

\$42 780

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Automobile Physical Damage**Option 1**

Coverage	Valuation	Units	Deductible
Symbol 2			
Comprehensive	Actual Cash Value	151	\$500
Collision	Actual Cash Value	151	\$500

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Auto Physical Damage

AMENDMENTS

PUBLIC ENTITY AUTO EXTENSION

Gross Premium	\$17,936
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Automobile Composite Rating

Automobile Composite Rating

In order to provide our insureds better service and administrative efficiency Travelers Public Sector Services is pleased to provide the following process for handling mid-term automobile change requests. All requests will be managed in accordance with the Composite Rate Application outlined below. The insured should continue to submit all change requests to their agent for accurate record keeping and claims verification purposes. Particular attention should be paid to Item 5 which specifies the types of automobiles that will continue to require reporting to the Company.

Composite Rate Application

- 1. If your policy includes the coverage for which a composite rate is designated in the table below then the premium for that coverage is composite rated. Automobile Liability is rated on a "per unit" basis and Automobile Physical Damage is rated on the basis of the original cost new of the autos. **The composite rates reflect premium charges for any applicable miscellaneous auto coverages, with the exception of Garagekeepers Legal Liability.**
- 2. The composite rates for Automobile Liability and Physical Damage are the rates applicable at the inception of the policy. Based on the information provided for this proposal and as of the date of this proposal, these rates are as follows:

Liability	Comprehensive	Collision
tbd	tbd	tbd

- 3. The premium charged at inception is the estimated annual premium based on the number of units and total original cost new for all covered autos on file with the company at inception. The insured is to submit a current schedule of owned automobiles as of the expiration of the policy and the total earned premium will be computed on the basis of the average net change in units and their corresponding original cost new for the policy term.
- 4. All autos added will carry the same Liability limits and Physical Damage deductibles issued at policy inception for autos of the same type.
- 5. Any new auto requiring valuation other than actual cash value must be reported within 30 days of acquisition. These autos will be added to the policy automobile schedule mid-term and a final premium will be determined at policy expiration.

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Automobile Liability & Physical Damage

Features & Benefits

Coverage

This coverage is designed to cover amounts any insured is legally required to pay as damages for covered bodily injury and property damage that results from the ownership maintenance use, loading or unloading of a covered auto and is caused by an accident. In addition, coverage is provided for covered pollution costs or expense that results from accident which also causes bodily injury or property damage. Coverage also applies for physical damage to covered autos if shown on the previous page.

Who Is an Insured for Auto Liability

- Public Entity
- Board Members
- Owner of a Commandeered Auto
- Elected and Appointed Officials
- Volunteer or Employee Firefighters

Other

Auto Liability coverage if written is extended to provide

- Bail Bonds \$3,000
- Insureds Expenses - \$500 A Day
- Transit Rodeo
- Unintentional Errors or Omissions
- Blanket Waiver or Subrogation
- Expected or Intended Injury if Protecting a Person or Property

Auto Physical Damage coverage if written is extended to provide

- Airbags - \$1,000
- Personal Property - \$400
- Customized Equipment for Emergency Vehicles and Public Transportation Autos
- Transportation Expenses - \$50 A Day / \$1,500 Maximum
- Freezing of Fire Truck Equipment
- Waiver of Deductible - Repaired Glass Only
- Hired Auto Physical Damage - Loss of Use \$65 A Day/\$750 Maximum

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Terrorism Risk Insurance Act Disclosure

The federal Terrorism Risk Insurance Act of 2002 as amended ("TRIA") establishes a program under which the Federal Government may partially reimburse "Insured Losses" (as defined in TRIA) caused by "Acts Of Terrorism" (as defined in TRIA). "Act Of Terrorism" is defined in Section 102(1) of TRIA to mean any act that is certified by the Secretary of the Treasury – in consultation with the Secretary of Homeland Security and the Attorney General of the United States – 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 United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States Mission, and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The Federal Government's share of compensation for such Insured Losses is established by TRIA and is a percentage of the amount of such Insured Losses in excess of each Insurer's Insurer Deductible (as defined in TRIA) subject to the Program Trigger (as defined in TRIA). Through 2020, that percentage is established by TRIA as follows:

- 85% with respect to such Insured Losses occurring in calendar year 2015
- 84% with respect to such Insured Losses occurring in calendar year 2016
- 83% with respect to such Insured Losses occurring in calendar year 2017
- 82% with respect to such Insured Losses occurring in calendar year 2018
- 81% with respect to such Insured Losses occurring in calendar year 2019
- 80% with respect to such Insured Losses occurring in calendar year 2020

In no event, however, will the Federal Government be required to pay any portion of the amount of such Insured Losses occurring in a calendar year that in the aggregate exceeds \$100 billion, nor will any Insurer be required to pay any portion of such amount provided that such Insurer has met its Insurer Deductible. Therefore, if such Insured Losses occurring in a calendar year exceed \$100 billion in the aggregate, the amount of any payments by the Federal Government and any coverage provided by this policy for losses caused by Acts Of Terrorism may be reduced.

For coverages other than Workers Compensation and Employers Liability that apply to such Insured Losses, the charge for such Insured Losses is included in the premium for such coverage and is listed below. Any charges for Insured Losses, regardless of coverage type, do not include any charge for the portion of such Insured Losses covered by the Federal Government under TRIA.

Coverage	Included Charge For <i>Insured Losses</i>
Property	3% of the total Property Coverage premium
Inland Marine	1% of the applicable premium
Workers Compensation	See workers compensation premium schedule Note – terrorism premium charges are subject to change at any time based on state regulatory action
All other coverages subject to TRIA	1% of the applicable premium

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Important Notice Regarding Compensation Disclosure

For information about how Travelers compensates independent agents, brokers, or other insurance producers, please visit this website:

http://www.travelers.com/w3c/legal/Producer_Compensation_Disclosure.html

If you prefer, you can call the following toll-free number: 1-866-904-8348. Or you can write to us at:
Travelers Enterprise Development, One Tower Square, Hartford, CT 06183

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Payment Plan

Estimated Premium Due*

Agency Billing

The estimated gross premium due is \$153 962 which represents all lines of insurance and additional services detailed in this proposal to be billed as follows

Due Date	Gross Amount	Type
9/1/2017	\$tbd	Installment
12/1/2017	\$tbd	Installment
3/1/2018	\$tbd	Installment
6/1/2018	\$tbd	Installment

**The estimated premium shown above may differ from actual premiums shown on the policies and installment bills due to installment charges estimated taxes and surcharges as well as rounding*

If there are changes in your coverages or exposures during the policy year which result in a material change in your premium we will adjust the amount due on all future installments for this policy term Other changes during the year which are not material will be billed at audit

Bills are sent approximately 45 days in advance of the due date Remittance envelopes are included for mailing to our lock box for prompt crediting to your account All bills are due and payable on the indicated due date

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Premium Schedule

Coverage	Gross Premium
Deluxe Property	\$32,372
Crime	\$1,070
Inland Marine	\$9,640
General Liability	\$12,553
Employee Benefits Liability	\$381
Law Enforcement Liability	\$20,932
Public Entity Management Liability	\$2,691
Public Entity Employment-Related Practices Liability	\$13,607
Auto Liability	\$42,780
Auto Physical Damage	\$17,936
Total	\$153,962
Taxes & Surcharges	\$0

Note The estimated premium shown in the Premium Schedule and Quote Options, if any, may differ from actual premiums shown on the policies and installment bills due to installment charges, estimated taxes and surcharges as well as rounding. Estimated taxes and surcharges may differ depending on selection of Quote Options, if any.

IMPORTANT NOTE REGARDING ACCOUNT MINIMUM PREMIUM

The lines of business shown in the Premium Schedule and Quote Options, if any, are subject to a \$5,000 account minimum premium. If the line(s) of business selected for binding do not total at least \$5,000, then the premiums shown for those lines of business will be adjusted to total \$5,000.

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Quote Options and Additional Information**Other Information**

Please provide the following information

Signed/dated UM form
Current drivers list

Minimum coverage s required to bind all lines Our pricing is based on all lines being bound so if any lines of coverage are not bound, we may need to re-quote

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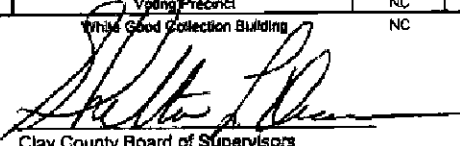
Clay County Board of Supervisors

Named Insured

LINE OF COVERAGE	NAMED INSURED
Package	Clay County Board of Supervisors

Note Any entity not named in this proposal may not be an insured entity. This may include partnerships and joint ventures.

STATEMENT OF VALUES CLAY CO BD OF SUPERVISORS					1/2017	CLAY COUNTY						
Loc #	Bldg #	New Address	Old Address	City	Prot Class	PROPOSED Occup	Const	Sq Ft	Yr Blt	Building	Contents	Total
1	1	365 Court St	205 Court St	West Point, MS	6	Court House	NC	13,900	1958	\$4,415,840	\$500,000	\$4,915,840
1	2	365 Court St	205 Court St	West Point, MS	6	Courtroom	NC	3,000	1958	\$114,400	\$100,000	\$214,400
2	1	447 Missaps Rd	10851 Hwy 46	Cedar Bluff MS	8	Voting Bldg/Caro	JM	1,200	1984	\$50,000	\$20,000	\$70,000
3	1	2020 Highway 47	2504 Hwy 47	West Point, MS	8	Voting Bldg/S Ioam	JM	1,200	1984	\$50,000	\$20,000	\$70,000
4	1	5206 Colony Rd	10498 Colony Rd	Mantee MS	8	Voting/Pine Bluff	JM	1,200	1983	\$50,000	\$20,000	\$70,000
5	1		21523 Hwy 50 W	Pheba MS	8	Pheba Voting Precinct	JM	1,500	1987	\$100,000	\$20,000	\$120,000
6	1	1003 R B Rd	7390 R B Rd	Prairie MS	10	Garage-Dist 4	NC	2,000	1984	\$85,800	\$25,000	\$110,800
7	1	4100 Brand-Una Rd	9750 Brand-Una Rd	Prairie MS	10	Fire Dept. Unit 400	NC	2,400	1984	\$57,200	\$20,000	\$77,200
8	1	3564 E Tibbee Rd	2895 E Tibbee Rd	West Point, MS	8	Tibbee Voting Bldg	JM	1,200	1984	\$50,000	\$20,000	\$70,000
8	2	3564 Tibbee Rd	2895 E Tibbee Rd	West Point, MS	8	Fire Dept	NC	1,600	1987	\$57,200	\$20,000	\$77,200
9	1	302 Barton Ferry Rd	440 Barton Ferry Rd	West Point, MS	8	Vinton Voting/Grp/Dist 1	NC	1,800	1960	\$68,640	\$25,000	\$93,640
10	1	5378 Waverly Rd	6423 Waverly Rd	West Point, MS	8	Union Station Voting/Fire Dept	NC	1,700	1989	\$68,640	\$20,000	\$88,640
11	1	14682 Highway 46	18006 Hwy 46	Pheba MS	8	Fire Dept #300	NC	2,400	1984	\$57,200	\$20,000	\$77,200
12	1	4339 Old Tibbee Rd	1981 Old Tibbee Rd	West Point, MS	8	Garage-Dist 2	NC	2,400	1980	\$114,400	\$25,000	\$139,400
13	1	400 W Broad St	218 W Broad St	West Point, MS	6	Off/Jail/Justice Cr./Sheriff's office	JM	46,698	1956	\$6,476,398	\$850,000	\$7,326,398
14	1		451 Cooper St	West Point, MS	6	Home for Children	FRAME	5,000	1996	\$446,160	\$0	\$446,160
15	1	4032 Highway 48	4962 Hwy 48	Cedar Bluff MS	8	Bern Dist 3	NC	1,500	1999	\$85,800	\$25,000	\$110,800
16	1	268 Washington St	360 Washington St	West Point, MS	6	DHS	JM	11,760	2001	\$949,520	\$400,000	\$1,349,520
17	1	178 E Jordan Ave	138 S Division	West Point, MS	6	Elis Clinic	JM	4,212	1995	\$286,000	\$0	\$286,000
18	1	4470 Highway 48	5486 Hwy 50 W	Cedarbluff MS	8	Unit 600 Fire Dept	NC	2,400	2002	\$91,520	\$20,000	\$111,520
19	1	302 Barton Ferry Rd	440 Barton Ferry Rd	West Point, MS	8	Garage-Dist 1	NC	3,500	1966	\$85,800	\$25,000	\$110,800
20	1		13700 Hwy 47	West Point, MS	8	Una/Palo Alto Fire St	NC	1,700	2007	\$95,576	\$25,000	\$120,576
21	1	1252 E Broad St	872 E Broad St	West Point, MS	8	E911 Building	JM	1,542	1960	\$184,000	\$572,118	\$756,118
22	1	328 Court St	227 Court St	West Point, MS	8	DTL Building	JM	6,100	1880	\$818,309	\$300,000	\$1,118,309
23	1	87 W Highway 50 W	21523 Hwy 50 W	Pheba MS	8	Vol Fire Dept Pheba	NC	2,400	1984	\$57,200	\$20,000	\$77,200
24	1	8721 Highway 50 W	21572 Hwy 50 W	Pheba MS	8	Garage Dist 5	NC	2,400	1966	\$85,800	\$25,000	\$110,800
25	1	160 Pheba College St	160 College Street	Pheba MS	8	Clay County Ag High	BV	7,200	1920	\$800,000	\$50,000	\$850,000
26	1	7820 Brand Una Rd	14252 Brand-Una Rd	Prairie MS	10	Voting/Caradine	JM	1,200	1987	\$50,000	\$20,000	\$70,000
27	1		5406 Hwy 46	Cedar Bluff MS	8	Unit 600 Fire Dept/Montpelier	NC	2,400	1987	\$57,200	\$20,000	\$77,200
29	1		183 College St	Pheba MS	8	Monte Glove Bldg/Warehouse	JM	6,500	1966	\$200,000	\$0	\$200,000
29	1	3273 E Hazelwood Rd	2850 Hazelwood Rd	West Point, MS	8	Fire Dept #100	NC	2,400	1987	\$57,200	\$20,000	\$77,200
30	1	854 E Brame Ave	540 E Brame Ave	West Point, MS		Voting Precinct	NC	1,872	2014	\$200,000		\$200,000
31	1		Hwy 47 Abbott	West Point, MS	10	White Good Collection Building	NC			\$20,000		\$20,000
										\$16,385,803	\$3,227,119	\$19,612,922
												\$444,500
												\$20,057,422
												200000


 Clay County Board of Supervisors
 Insured Signature

Clay County BOS
09/01/17

Cust ID #	MAKE	DESCRIPTION	Serial #	LIMIT
D1054	International	Dozer	4429U06097	2 500
D1101	Steele-Wheel	Roller	400T-8584118	24 393
D1118	Ford	3930 Tractor	095092B	14 500
D1109	Alamo	Mower	AB05126	18 912
D1086	Ford	Tractor	B061940	1 546
D1120	Caterpillar	Motor Grader	22K05208	155 886
D1114	Bush Hog	Cutter	1200414	7 800
D1099	Caterpillar	Wheel Loader	2XB01297	25 000
D1127	Caterpillar	Excavator Trackhoe	8JR00917	61 000
D1110	New Holland	Tractor	362906M	19 834
D1129	Durapatcher	Pothole Patcher	1497	26 000
D1137	Caterpillar	Backhoe 420 D	BLN05853	80 528
D1042	Tailgate	Spreader Box	D1042	1 575
D1139	Alamo	Ditcher	D1139	5 400
D2081	20 Boom	Mower	4689	15 732
D2083	New Holland	Tractor	089363B	13 514
D2010	Sweeper	D2010	12193	2 100
D2044	Caterpillar	Grader	9D3180	69 500
D2046	Hugh H50	Front End Loader	J004513	15 000
D2091	Ford	Backhoe 555E	31024738	39 565
D2009	Grace	Pneumatic Roller	3128	2 500
D2092	Durapatcher	Pothole Patcher	1500	26 000
D2094	Bush Hog	Rotary Cutter	1211403	3 115
D2095	Bush Hog	Front End Loader	1203565	2 200
D2096	Ford	Tractor	2X351780	16 300
D2106	Alamo	5 Versa Mower	576003	15 884
D2104	Ford	Tractor 5610	4025610E20616	16 500
D3036	Oresser	Front End Loader	D042666	25 000
D3056	Caterpillar	Motor Grader	22K01024	135 000
D3074	Kobelco	Excavator	YMU1581	62 500
D3079	Caterpillar	Motor Grader	22K06822	158 973
D3097	Caterpillar	Backhoe	FDP20312	51 274
D3048	Pot Hole	Patcher	1355	31 855
D3052	Sprayer	500 Gallon		1 375
D3086	Rotary	Cutter	121126	1 613
D4023	Caterpillar	Front End Loader	41K9328	25 000
D4042	Ford	Tractor	BD56388	12 000
D4068	Bush Hog	Cutler	12-03477	2 283
D4061	Spreader	Grader	4582 8	2 650
D4085	Kobelco	Excavator	YPU2009	62 500
D4018	Caterpillar	Bulldozer	9613127	20 000
D4096	Caterpillar	Motor Grader	22K02900	112 000
D4088	Durapatcher	Pothole Patcher	1501	26 000
D5049	Ford	Tractor	0365955B	14 500
D5063	Caterpillar	Excavator	X9HR02427569K	65 000
D5055	Bush Hog	Cutter	12 00309	7 000
D5057	Boom Mower	20	5159	18 000
D5058	New Holland	Tractor	360723M	20 500
D5008	Caterpillar	Motor Grader	13K5143	25 000
D5015	Caterpillar	Bulldozer	104K1046	20 000
D5067	Caterpillar	Motor Grader	22K05207	155 586
D5036	Caterpillar	Front End Loader	6456	20 000
D5075	Caterpillar	Backhoe	BLN05812	80 528
D5081	Bush Hog	2610	1201901	10 275
D5090	Bush Hog	EL296	1201546	2 551
D5026	Sheepsfoot	D3006	6166	500
D3070	2 wheel 5x8 Trailer	D3070		395
D3089	Mobile Fuel Tank	D3089		200
D3118	New Holland Tractor	TD80D	HFD055323	23 978
D3115	Flexwing Rotary Cutter		1200032	7 290
D4033	Ford Tractor	5610	BD02496	13 600
D4111	New Holland Tractor	TS110	097269B	24 115
D4110	Boom Mower		TB4261	4 920
D4107	Bush Hog Legend Cutter		1201918	6 167

Clay County BOS
09/01/17

GF017	5x8 Trailer		F80818M000420	475
D1133	6x12 Trailer	D1133	M000356	3 850
D2053	Roscoe Roller	D2053	5505606	10 000
D2080	Ford Tractor	70HP	358237M	18 225
D2073	Rudolph Towboat	Port of Clay	BC24386	2 000
Port4	Tugboat Rudolph		1214274	2,000
D3071	OX Bodies Dump Trailer		28398	5 043
SD457	Fisher Marine	Boat &	SD457	700
GF031	Utility Trailer	Utility Trailer	GF031	450
D1138	Palmer Dump Trailer		1P824HS203A003978	19 673
D1156	6 Rotary Cutter		6B1838	1 806
D1145	500 Gallon Spray Rig D1145		25026822	1 600
D2011	Posthole Digger	D2011	M/903FD	800
D2013	Tailgate Spreader	D2013		525
D3101	Dura Patcher Pothole Patch	D3101	1510	1 400
D4117	Mower (D4117)		6010-551-03	400
D5C	Sheepsfoot	D5026	6166	1 500
BG378	Poulan Lawn Mower	BG378	031208M023284	300
BG362	Bnggs & Stratton Mower	BG362	1K015K32227000001	100
D5106	Tractor	D5106	ZAJP50212	32 430
D1166	Kubota Tractor	M9540	12124	30 878
D1167	Bushog Cutter	Model 297	12-04001	3 549
D3132	New Holland Tractor	Model TD5050	2BJW50637	35 150
D3133	Bushhog Cutter	Model 3008	12-17347	4 750
D5116	Farmall 95 Tractor		2BJP51322	26 547
D1082	Posthole Digger		13TT1	475
D2019	Tractor Blade		1290	58
D3082	Ditcher Tiger		B108-6164	300
D3137	Steel Wheel Roller		4603	7 500
D5115	Lawn Mower/Bush hog		12-02621	4 800
D4127	Mauldin Asphalt Sprayer		848MT6GPY02848	17 681
D4131	Kubota Tractor	M8560 HDC	59346	39 500
D1172	Chip Spreader		K5233	7 500
D2029	Titl 4Wheel TrailRr			850
D2103	Trailer			200
D2121	2011 Bobcat	Excavator	A94H14317	21 730
D3059	Trailer	Lowboy (Myers)	4RTSP2527WS1366PH	499
D3098	Bionic	Blade	39299	700
D3138	Alamo	Boom Mower	6470	24 587
D3139	New Holland	Tractor	ACP264393	32 605
D4128	Caterpillar	420 F Backhoe	SKR01781	30 659
D5122	1988 Hamm	Steel Wheel Roller	41758	12 300
D5126	Bushhog		12 26396	7 184
E911002	GPC	Trailer	1G9GT122181302435	4 000
Port3	American Crane Crawler	Model 998	GS18620	14 536
E99-033	E 91 Telephone System			23 457
	Pump Centrifugal 125 GPM		7169-0364	2 267
	Pump Entnfual 125 GMP		7169-1463	2 267
D2124	Dump Body		BC63291VIN715985	8 700
D4134	Kubota	Front End Loader	A8629	7 750
D4135	Kubota	Mower	20292	6 995
TVA009	Centrifuge Machine	ALFA Laval	466305	3 500
TVA010	DISC Centrifuge Machine		AX213531B881026	54 100
TVA011	Cooker Emulsifier	Machine Karl	31364	45,000
TVA012	Electrc Forklift	Yale	B807N01V32U	5 900
TVA013	Ultra Filtration	Machine	SC96223/1540	110 000
D1172	Chipspreader		D5233	7 500
	Roscoe	Chipspreader	CSH 158619	25 449
	2017 Roscoe	Chipspreader	CSH158619	159 750
	TOTAL			2 827 362

Hancock Bank

Hancock Bank

Hancock Bank

Hardware & Medial

444 500

0361

	A	B	C	D	E	F	G	H	I	J	K
1		Auto Schedule for				Clay County BOS 09/01/17					
2											
3											
4											
5		Year	Make	Model	Class Code	Serial Number (last 4 digits)	Cost New	Comprehensive Ded	Collision Deductible	County Code	Loss payee
6	1	1989	International	Truck	31499	6684	\$59 000	500	500	D1090	
7	2	2003	Ford	F150	1499	9430	\$21 173	500	500	D1140	
8	3	1997	TrailBoss	Trailer	68499	10032	\$6 250	500	500	D1097	
9	4	2001	Chevrolet	PU	1499	2815	\$13 500	500	500	D1144	
10	5	1996	Mack	5th Wheel Tr.	31499	2701	\$22 900	500	500	D1128	
11	6	2006	Chevrolet	Silverado	1499	8726	\$16 300	500	500	D2110	Hancock Bank
12	7	2000	Palmer	Trailer	68499	3730	\$19 200	500	500	D2090	
13	8	1976	Palmer	Trailer	68499	1129	\$3 000	500	500	D2026	
14	9	1976	Ford	Dump Truck	31479	1470	\$28 800	500	500	D2049	
15	10	2004	Ford	F250	1499	4275	\$20 067	500	500	D2102	
16	11	1975	International	Dump Truck	31479	2075	\$20 793	500	500	D2054	
17	12	2000	International	Truck	31499	1481	\$63 400	500	500	D2084	
18	13	2006	International	Dump Truck	31479	3468	\$47 772	500	500	D2107	
19	14	2004	GMC	C1500	21499	1957	\$15 700	500	500	D3093	
20	15	1989	International	Dump Truck	31479	8398	\$59 000	500	500	D3041	
21	16	1998	Ford	Dump Truck	21479	6994	\$18 400	500	500	D3095	
22	17	2000	TrailBoss	Trailer	68499	2469	\$17 750	500	500	D3102	
23	18	1968	International	Tractor	31499	9870	\$28 000	500	500	D4075	
24	19	1992	Fontaine	Dump Truck	31479	1517	\$15 000	500	500	D4038	
25	20	1998	Roadrunner	Trailer	68499	5T20	\$5 000	500	500	D4067	
26	21	1988	Chevrolet	C10	21499	5553	\$8 000	500	500	D4094	
27	22	2000	Dodge	1500 PU	1499	3601	\$16 972	500	500	D4073	
28	23	1990	International	Tractor Truck	34499	2348	\$17 500	500	500	D4087	
29	24	1993	International	Tractor Truck	34499	2240	\$15 460	500	500	D4093	
30	25	2006	Chevrolet	Silverado	1499	5393	\$23 832	500	500	D4099	
31	26	1986	White	1500 Truck	31499	10484	\$30 000	500	500	D5059	
32	27	1987	International	Truck	31499	1248	\$35 000	500	500	D5061	
33	28	1995	Mack	CH613	31499	2762	\$22 706	500	500	D5073	
34	29	2001	Palmer	Trailer	68499	3818	\$19 200	500	500	D5068	
35	30	2001	Palmer	Trailer	68499	A003808	\$19 200	500	500	D5071	
36	31	1995	Mack	Truck	31499	2788	\$22 706	500	500	D5074	
37	32	2004	GMC	Sierra PU	1499	8964	\$16 000	500	500	D5076	
38	33	2009	Ford	F250	21499	7541	\$30 000	500	500	D5095	
39	34	2008	Chev/Rosen	CC8C042	7909	3349	\$162 200	500	500	WF169	
40	35	1992	GMC	Fire Truck	7909	500871	\$87 855	500	500	WF146	
41	36	1987	International	Fire Truck	7909	7895	\$57,667	500	500	WF062	
42	37	1995	International	Fire Truck	7909	1591	\$108 000	500	500	WF153	
43	38	1981	International	Fire Truck	7909	3313	\$35 000	500	500	WF155	
44	39	1998	Cavalier	Travel Trailer	68499	8311	\$9 500	500	500	WF157	
45	40	1998	Cavalier	Travel Trailer	68499	8497	\$9 500	500	500	WF158	
46	41	2000	GMC	Pumper	7909	6087	\$117 035	500	500	WF159	
47	42	1997	International	Fire Truck	7909	4540	\$111 450	500	500	WF154	

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	A	B	C	D	E	F	G	H	I	J	K
4								Comprehensive	Collision	County	
5		Year	Make	Model	Class Code	Serial Number (last 4 digits)	Cost New	Ded	Deductible	Code	Loss payee
48	43	1992	GMC	Fire Truck	7909	500699	\$67 856	500	500	WF145	
49	44	2002	GMC	Truck	7909	1205	\$122 398	500	500	WF161	
50	45	2002	GMC	Truck	7909	1228	\$122 398	500	500	WF162	
51	46	2004	GMC	Pumper	7909	1099	\$121 927	500	500	WF164	
52	47	2007	GMC	Fire Truck	7909	7462	\$140 382	500	500	WF166	
53	48	2007	GMC	Fire Truck	7909	7509	\$140 382	500	500	WF165	
54	49	2007	International	Fire Truck	7909	7179	\$70 989	500	500	WF167	
55	50	2008	Ford	CV	7911	2441	\$24 649	500	500	SD1254	Hancock Bank
56	51	2008	Ford	CV	7911	2440	\$24 649	500	500	SD1253	Hancock Bank
57	52	2008	Ford	CV	7911	2439	\$24 649	500	500	SD1252	Hancock Bank
58	53	2008	Ford	CV	7911	2438	\$24 649	500	500	SD1251	Hancock Bank
59	54	2003	Ford	Taurus	7398	1561	\$18 000	500	500	SD1220	
60	55	2000	Ford	Explorer	7398	50468	\$19 795	500	500	SD799	
61	56	2003	Ford	CV	7398	3937	\$4 995	500	500	SD1218	
62	57	2004	Ford	Expedition	7398	8603	\$26 654	500	500	SD990	
63	58	1998	Dodge	150 PU	1499	1214	\$9 500	500	500	SD891	
64	59	2004	Ford	CV	7911	6377	\$23 069	500	500	SD998	
65	60	2001	Ford	Ranger PU	1499	3673	\$16 000	500	500	SA035A	
66	61	2002	Sterling	LT7500	31499	1309	\$83 689	500	500	SA037	
67	62	2003	GMC	T255042	31499	2284	\$50 800	500	500	SA040	
68	63	2008	Ford	F250	1499	5272	\$35 000	500	500	SA045	
69	64	2008	Ford	F250	1499	1458	\$15 391	500	500	SA044	BancorpSouthEq Fin
70	65	2007	Palmer	Trailer	68499	3719	\$24 000	500	500	D3110	BancorpSouth Eq Finance
71	66	2009	International	7400	31499	9612	\$65 640	500	500	SA047	
72	67	2003	Ford	PU	1499	5928	\$24 000	500	500	SA048	
73	68	2008	International		31499	9857	\$38 878	500	500	D1153	
74	69	2003	Mack	CH613	31499	9301	\$43 850	500	500	D3123	
75	70	2011	Mack	CH613	31499	6871	\$100 000	500	500	D3124	BancorpSouthEq Finance
76	71	2002	Chev	PU	1499	6852	\$5 950	500	500	D3125	
77	72	1985	Chev	Diesel	31499	32613	\$3 500	500	500	D4113	
78	73	2010	Mack	CH613	31499	6417	\$97,531	500	500	D5105	
79	74	1984	Palmer	Trailer	68499	348	\$11 774	500	500	D5022	
80	75	2010	Freightliner	M2 Chasis		6778	\$169 841	500	500	WF170	
81	76	2008	International	Dump Truck	31479	4788	\$56 330	500	500	D4106	Hancock Bank
82	77	1999	International	8100 Series	31499	8415	\$20 000	500	500	D2117	
83	78	1998	GMC	Sierra C35 Tr	21479	1GDHC33F0WF046182	\$7 500	500	500	D4116	
84	79	2009	Ford	Crown Victoria	7911	1FAHP71V39X134667	\$14 750	500	500	SD1383	Hancock Bank
85	80	2008	Ford	Crown Victoria	7911	2FAHP71V88X161751	\$13 250	500	500	SD1381	Hancock Bank
86	81	2008	Ford	Crown Victoria	7911	2FAHP71V68X161750	\$13,250	500	500	SD1380	Hancock Bank
87	82	2009	Ford	Crown Victoria	7911	2FAHP71V99X131241	\$14 750	500	500	SD1382	Hancock Bank
88	83		Dump	Trailer	68499	M100810414952AL	\$7 100	500	500	D2118	
89	84		Lowboy	Trailer		4RTSP2527WS1366	\$5 000	500	500	D3059	
90	85	1995	International	Truck		2HSFBSR3SC014936	\$5 000	500	500	D3099	
91	86		Lowboy	Trailer		1HZL37208C1002936	\$5 000	500	500	D5050	
92	87		Flatbed	Trailer		129BF18298W656035	\$4 000	500	500	SA046	

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	A	B	C	D	E	F	G	H	I	J	K
4								Comprehensive	Collision	County	
5		Year	Make	Model	Class Code	Serial Number (last 4 digits)	Cost New	Ded	Deductible	Code	Loss payee
93	88	2002	GMC	Trash Compactor		J8DE5B14X27902670	\$49 000	500	500	SA039	
94	89	1982	International	Fire Truck	7909	1HTL23275CGA16098	\$20 000	500	500	WF15b	
95	90	1986	Chev	Truck	7909	1GCHD34J9GF317178	\$23 000	500	500	x	Ms. Forestry Commission
96	91	1983	International	Truck	7909	1HTL23277DGA17402		500	500		MS Forestry Commission
97	92	1981	International	Truck	7909	7896		500	500		MS Forestry Commission
98	93	1987	GMC	MFC8753	7909	1GDJR34J2HJ523021	\$46 350	500	500	x	MS Forestry Commission
99	94	1970	Amer Gen	MFC86826	7909	83K662084010201	\$56 832	500	500	x	MS Forestry Commission
100	95	1966	Kaiser	Jeep		84964012522337	\$44 822	500	500	x	MS Forestry Commission
101	96	1977	Dodge		7909	W24BE7S084017	\$8 512	500	500	x	MS Forestry Commission
102	97	1967	Kaiser	Jeep		84994NK6385	\$56 832	500	500	x	MS Forestry Commission
103	98	1986	Amer Gen	6x6	7909	NL0124C12415434	\$73 827	500	500	x	MS Forestry Commission
104	99	1966	Tanker	5000 GLAL		0MH962068	\$15 064	500	500	x	MS Forestry Commission
105	100	1970	Jeep Kaiser	Cargo Tir		NKOF7032512257	\$41 822	500	500	x	MS Forestry Commission
106	101	2009	Dodge	Charger		2B3LA43V59H598475	\$14,400	500	500	SD1419	
107	102	2012	Ford	F150	1499	1FTFX1CF6CFB58873	\$19 765	500	500	D4124	
108	103	2012	Chev	Silverado	1499	1GCRCEA4CZ310225	\$19 599	500	500	D3135	
109	104	2012	Chev	Silverado	1499	1GCRCEAXCZ310486	\$19 599	500	500	D5117	
110	105	2012	Dodge	Charger	30837	2C3CDXAT2CH230937	\$26 729	500	500	SD1422	
111	106	2013	Mack	Truck CHU613		1M1AN07Y7DM012386	\$112 000	500	500	D3136	BancorpSouth Eq Finance
112	107	2002	Ford	Truck	1499	1FTYR44U22TA12326	\$15 000	500	500	SD1423	
113	108	1989	Ford Dump	Truck	21499	1FDXR82A7KDAD3357	\$7 000	500	500	D5118	
114	109	2002	Chev	Silverado	7911	2GCEK19V821184241	\$5 600	500	500	SD1425	
115	110		Dutchman	Travel Trailer	69499	47CTS5P246L116836	\$1 400	500	500	SD1428	
116	111	2013	Dodge	Charger	7911	2C3CDXAG1DH713596	\$25 672	500	500	SD1470	
117	112		Service	Trailer	69499	T26754	\$975	500	500	D5121	
118	113	2014	Ford	F350	1499	1FTRF3AT9EEA61194	\$25 800	500	500	SA053	
119	114	2006	Chrysler	Sebring	7911	1C3EL56R06N205317		500	500	CCDC001	
120	115	2005	Nissan	PU	1499	1N6BA07B45N544019	\$10 000	500	500	SD1495	Donaton from MBN
121	116	2003	Chevrolet	Truck		1GBJ711E23F516074	\$21 000	500	500	D5123	
122	117	2014	Dodge	Ram	1499	1C6RR7XT7ES223046	\$26 252	500	500	SD1498	Hancock Bank
123	118	2014	Dodge	Charger	7911	2C3CDXAGXEH236538	\$27 539	500	500	SD1510	Hancock Bank
124	119	2014	Dodge	Charger	7911	2C3CDXAG2EH194656	\$27 539	500	500	SD1507	Hancock Bank
125	120	2014	Dodge	Charger	7911	2C3CDXAG4EH194657	\$27 539	500	500	SD1508	Hancock Bank
126	121	2014	Dodge	Charger	7911	2C3CDXAG0EH194655	\$27 539	500	500	SD1509	Hancock Bank
127	122	2014	Ford	Taurus	7011	1FAHP2MKXEG145587	\$23 662	500	500	CCDC13	
128	123	2014	Dodge	Ram	1499	1C6RR8K9ES377307	\$21 415	500	500	D1171	
129	124	2015	International	Bob Cat Truc	31499	3HAMMAAR5FL715985	\$66 456	500	500	D2123	Hancock Bank
130	125	2015	Chev	Suburban	7912	1GNSCHK8FR247543	\$37 263	500	500	MX035	Hancock Bank
131	126	2007	Ford	Crown Victor	7912	2FAHP71W97X151480	\$5 159	500	500	SD1540	
132	127	2015	Pierce	Pumper	7909	1FVACYDT3FHGS5668	\$225 000	500	500	WF178	
133	128	1986	Chev	CD30903	7909	1GCGD34J6GF345645	\$31 250	500	500		MS Forestry Commission
134	129	2015	Pierce	Pumper	7909	1FVACYDT4FHGS9587	\$225 000	500	500	WF177	
135	130	2009	Palmer	Dump Trailer	69499	1P9225527RA003410	\$3 420	500	500	D3100	
136	131		Park	Trailer	69499	13ZRP162571005985	\$4 144	500	500	SA049	
137	132	2016	Freightliner	Truck	34499	1FVHCYCY9GHHF9027	\$144 629	500	500	SA055	

1930
0361

	A	B	C	D	E	F	G	H	I	J	K
4								Comprehensive	Collision	County	
5		Year	Make	Model	Class Code	Serial Number (last 4 digits)	Cost New	Ded	Deductible	Code	Loss payee
138	133	2016	Dodge	Ram 1500	7912	1C6RR7XT9GS250784	\$30 652	500	500		Hancock Bank
139	134	2016	Dodge	Charger	7911	2C3CDXAG6GH140246	\$26 724	500	500		Hancock Bank
140	135	2016	Dodge	Charger	7911	2C3CDXAG4GH140245	\$26 724	500	500		Hancock Bank
141	136	2004	Dodge	Ram	7911	3D7KA28074G220395	\$1 300	500	500		
142	137	2004	Dodge	PU	7911	1D7HA18D44J235679	\$3 925	500	500		
143	138	2015	Freightliner	Tractor	31499	1FUJG3DV5HGP2777	\$107 945	500	500		Hancock Bank
144	139	2006	Dodge	Caravan		1D4GP24R96B563532		500	500	SA056	
145	140	2015	Freightliner	Fire Truck	7909	1FVACUDT4FHGS9697	\$225 000	500	500	WF177	
146	141	2002	Chev	Truck	1499	1GCCS19W028249384	\$3 772	500	500	SD1631	
147	142	2000	Dodge	Truck	1499	3B7HC12Y9YG155138	\$16 972	500	500	D1105	
148	143	2004	Dodge	Truck	1499	V991303136	\$1 300	500	500	D1174	
149	144	2017	Freightliner	M2106	31499	1FVACYDT7HHJC5573	\$75 575	500	500		Hancock Bank
150	145	2016	Int	Truck/Mixer		3HAWAMMN7HL672703	\$159 900	500	500		
151	146	2003	GMC	Brush Truck	7909	1GTGK29U93Z121247	\$28 000	500	500		
152	147	2017	Dodge	Durango	7912	1C4SDHFTXHC790933	\$31 266	500	500		
153	148	2014	Chev	Tahoe SUV	7912	1GNLC2E09ER143449	\$19 000	500	500		BancorpSouth
154	149	2014	Chev	Tahoe SUV	7912	1GNLC2E0XER151754	\$19 000	500	500		BancorpSouth
155	150	2013	Dodge	Charger	7911	2C3CDXAG8DH570873	\$12 000	500	500		
156	151	2017	Dodge	3500 Truck	1499	3C63R2CJ1HG751559	\$25 499	500	500		
157											

Clay County Board of Supervisors

Marketplace Review

We approached the following carriers in an effort to provide the most comprehensive and cost effective insurance program

INSURANCE COMPANY	LINE OF COVERAGE	PREMIUM
Travelers Insurance	Package	\$153,962

Arthur J. Gallagher & Co. Insurance Agency, Inc.

Arthur J. Gallagher Risk Management Services

Clay County Board of Supervisors

Premium Summary

The estimated program cost for the options are outlined in the following table

LINE OF COVERAGE		PROPOSED PROGRAM(S) Travelers Insurance Group
Package	Premium Total Fees	\$153,962
	Estimated Cost	
	Annualized Cost	
	TRIA Premium	
Total Estimated Program Cost		\$153,962

Quote from Travelers Insurance Group is valid until 9/1/2017

Gallagher is responsible for the placement of the following lines of coverage
Package

It is understood that any other type of exposure/coverage is either self insured or placed by another brokerage firm other than Gallagher. If you need help in placing other lines of coverage or covering other types of exposures please contact your Gallagher representative

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Clay County Board of Supervisors

Payment Plans

CARRIER	LINE OF COVERAGE	PAYMENT SCHEDULE	PAYMENT METHOD
Travelers	Package	Quarterly Installments	Agency Bill

Arthur J. Gallagher & Co. Insurance Agency, Inc.

Arthur J. Gallagher Risk Management Services

Clay County Board of Supervisors

Changes / Developments

It is important that we be advised of any changes in your operations that may have a bearing on the validity and/or adequacy of your insurance. The types of changes that concern us include but are not limited to those listed below.

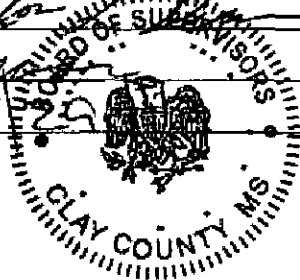
- 1 Changes in any operation such as expansion to other states or new products
- 2 Mergers and/or acquisition of new companies
- 3 Any newly assumed contractual liability, granting of indemnities, or hold harmless agreements
- 4 Circumstances which may require increased liability insurance limits
- 5 Any changes in fire or theft protection such as the installation of or disconnection of sprinkler systems, burglar alarms, etc. This includes any alterations to same.
- 6 Immediate advice of any changes to scheduled equipment such as contractors' equipment, electronic data processing, etc.
- 7 Property of yours that is in transit unless we have previously arranged for the insurance.
- 8 Any changes in existing premises including vacancy, whether temporary or permanent, alterations, demolition, etc. Also, any new premises either purchased, constructed, or occupied.

☒ No Changes and/or Developments

Signature

Title

Date



Clay County Board of Supervisors

Proposal Disclosures

Clay County Board of Supervisors

Proposal Disclosures

The following disclosures are hereby made a part of this proposal. Please review these disclosures prior to signing the Client Authorization to Bind or e-mail confirmation.

Proposal Disclaimer IMPORTANT: The proposal is an outline of certain terms and conditions of the insurance proposed by the insurers based on the information provided by your company. It does not include all the terms, coverages, exclusions, limitations and/or conditions of the actual policy contract language. The insurance policies themselves must be read for those details. Policy forms for your reference will be made available upon request.

We will not be operating in a fiduciary capacity but only as your broker, obtaining a variety of coverage terms and conditions to protect the risks of your enterprise. We will seek to bind those coverages based upon your authorization; however, we can make no warranties in respect to policy limits or coverage considerations of the carrier. Actual coverage is determined by policy language, so read all policies carefully. Contact us with questions on these or any other issues of concern.

Compensation Disclosure One of the core values highlighted in The Gallagher Way states, "We are an Open Society" and our open society extends to the compensation Gallagher receives. In general, Gallagher may be compensated as follows:

1. Gallagher Companies are primarily compensated from the usual and customary commissions or fees received from the brokerage and servicing of insurance policies, annuity contracts, guarantee contracts and surety bonds (collectively, insurance coverages) handled for a client's account, which may vary from company to company and insurance coverage to insurance coverage. As permitted by law, Gallagher companies occasionally receive both commissions and fees.

2. In placing, renewing, consulting on or servicing your insurance coverages, Gallagher Companies may participate in contingent and supplemental commission arrangements with intermediaries and insurance companies. Contingent commissions provide for additional contingent compensation if underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company and/or through the intermediary, not on an individual policy basis. Some insurance markets, including Gallagher-owned intermediaries, have modified their commission schedule with Gallagher, resulting in an increase in some commission rates. These additional commissions, commonly referred to as "supplemental commissions," are known as of the effective date, but some insurance companies are paying this commission later and apart from when commission is normally paid at policy issuance. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company. Note: Upon request, your Gallagher representative can provide more specific market information regarding contingent and supplemental commission related to your insurance coverage.

3. Gallagher Companies may also receive investment income on fiduciary funds temporarily held by them, such as premiums or return premiums.

4. Gallagher Companies may access other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace. Gallagher Companies may own some of these facilities, in whole or in part. If such a facility was utilized in the placement of a client's account, the facility may have earned and retained customary brokerage commission or fees for its work.

5. Gallagher assists its customers in procuring premium finance quotes and, unless prohibited by law, may earn compensation for this value-added service.

6. From time to time, Gallagher may participate in insurance company promotional events or training and development that insurers provide for Gallagher employees.

7. Gallagher strives to find appropriate coverage at a competitive price for our customers. In order to achieve these goals, we gather and analyze data about our customers and their insurance coverage.

Arthur J. Gallagher Risk Management Services

Clay County Board of Supervisors

Proposal Disclosures (Cont)

This data and the resulting analytical tools help us better understand the current marketplace more accurately predict future trends and offer tailored solutions to our customers. The data may also be provided to insurers pursuant to consulting service agreements from which we earn fees.

If you have specific questions about the compensation received by Gallagher and its affiliates in relation to your insurance placements, please contact your Gallagher representative for more details.

In the event you wish to register a formal complaint regarding compensation Gallagher receives from insurers or third parties, please send an e-mail to Compensation_Complaints@ajg.com or send a letter to

Compliance Officer
Arthur J. Gallagher & Co
Two Pierce Place, 20th Floor
Itasca, IL 60143

TRIA/TRIPRA Disclaimer

If this proposal contains options to purchase TRIA/TRIPRA coverage, the proposed TRIA/TRIPRA program may not cover all terrorism losses. While the amendments to TRIA eliminated the distinction between foreign and domestic acts of terrorism, a number of lines of coverage excluded under the amendments passed in 2005 remain excluded including commercial automobile, burglary and theft insurance, surety insurance, farm owners multiple perils and professional liability (although directors and officers liability is specifically included). If such excluded coverages are required, we recommend that you consider purchasing a separate terrorism policy. Please note that a separate terrorism policy for these excluded coverages may be necessary to satisfy loan covenants or other contractual obligations. TRIPRA includes a \$100 billion cap on insurers' aggregate liability.

The TRIPRA program increases the amount needed in total losses by \$20 million each calendar year before the TRIPRA program responds from the 2015 trigger of \$100 million to \$200 million by the year 2020.

TRIPRA is set to expire on December 31, 2020. There is no certainty of extension, thus the coverage provided by your insurers may or may not extend beyond December 31, 2020. In the event you have loan covenants or other contractual obligations requiring that TRIA/TRIPRA be maintained throughout the duration of your policy period, we recommend that a separate "Stand Alone" terrorism policy be purchased to satisfy those obligations.

Actuarial Disclaimer

The information contained in this proposal is based on the historical loss experience and exposures provided to Arthur J. Gallagher Risk Management Services. This proposal is not an actuarial study. Should you wish to have this proposal reviewed by an independent actuary, we will be pleased to provide you with a listing of actuaries for your use.

Clay County Board of Supervisors

Insurance Company Ratings and Admitted Status

PROPOSED INSURANCE COMPANIES	A.M. BEST'S RATING	ADMITTED / NON-ADMITTED
Travelers Insurance Group	A++ XV	Admitted

If the above indicated coverage is placed with a Non Admitted Carrier the carrier is doing business in the state as a surplus lines or non-admitted carrier. As such, this carrier is not subject to the same regulations which apply to an admitted carrier nor do they participate in any insurance guarantee fund applicable in that state.

*The above A.M. Best Rating was verified on the date the proposal document was created.

Rating Levels and Categories

RATING	CATEGORY	Financial Size - Cut Points -	
		(in \$000 of Reported Policyholders' Surplus Plus Conditional Reserve Funds)	
A++ A+	Superior	FSC I	Up to 1,000
A A-	Excellent	FSC II	1,000 to 2,000
B++ B+	Good	FSC III	2,000 to 5,000
B B-	Fair	FSC IV	5,000 to 10,000
C++ C+	Marginal	FSC V	10,000 to 25,000
C C-	Weak	FSC VI	25,000 to 50,000
D	Poor	FSC VII	50,000 to 100,000
E	Under Regulatory Supervision	FSC VIII	100,000 to 250,000
F	In Liquidation		
S	Suspended		

Best's Insurance Reports, published annually by A.M. Best Company, Inc., presents comprehensive reports on the financial position, history, and transactions of insurance companies operating in the United States and Canada. Companies licensed to do business in the United States are assigned a Best's Rating which attempts to measure the comparative position of the company or association against industry averages.

A Best's Financial Strength Rating opinion addresses the relative ability of an insurer to meet its ongoing insurance obligations. It is not a warranty of a company's financial strength and ability to meet its obligations to policyholders. View the A.M. Best Important Notice - Best's Credit Ratings for a disclaimer notice and complete details at <http://www.ambest.com/ratings/notice>.

Best's Credit Ratings are under continuous review and subject to change and/or affirmation. For the latest Best's Credit Ratings and Best Credit Reports (which include Best Ratings), visit the A.M. Best website at <http://www.ambest.com>. See Guide to Best's Credit Ratings for explanation of use and charges. Copies of the Best's Insurance Reports for carriers listed above are also available upon request of your Gallagher representative.

Best's Credit Ratings reproduced herein appear under license from A.M. Best and do not constitute, either expressly or impliedly, an endorsement of (Licensee's publication or service) or its recommendations, formulas, criteria or comparisons to any other ratings, rating scales or rating organizations which are published or referenced herein. A.M. Best is not responsible for transcription errors made in presenting Best's Credit Ratings. Best's Credit Ratings are proprietary and may not be reproduced or distributed without the express written permission of A.M. Best Company.

Gallagher companies use A.M. Best Company's rating services to evaluate the financial condition of insurers whose policies we propose to deliver. Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.

Arthur J. Gallagher Risk Management Services

Clay County Board of Supervisors

Insurance Company Ratings and Admitted Status (Cont)

GUIDE TO BEST'S FINANCIAL STRENGTH RATINGS			
A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. The rating is based on a comprehensive qualitative and quantitative evaluation of a company's balance sheet strength, operating performance and business profile.			
Best's Financial Strength Ratings			
	Rating	Descriptor	Definition
Secure	A++ - A+	Superior	Assigned to companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.
	A - A-	Excellent	Assigned to companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.
	B++ - B-	Good	Assigned to companies that have, in our opinion, a good ability to meet their ongoing insurance obligations.
Vulnerable	B - B	Fair	Assigned to companies that have, in our opinion, a fair ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions.
	C+ - C-	Marginal	Assigned to companies that have, in our opinion, a marginal ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions.
	C - C	Weak	Assigned to companies that have, in our opinion, a weak ability to meet their ongoing insurance obligations. Financial strength is very vulnerable to adverse changes in underwriting and economic conditions.
	D	Poor	Assigned to companies that have, in our opinion, a poor ability to meet their ongoing insurance obligations. Financial strength is extremely vulnerable to adverse changes in underwriting and economic conditions.
	E	Under Regulatory Supervision	Assigned to companies (and possibly their subsidiaries/affiliates) placed under a significant form of regulatory supervision, control or restraint, including cease and desist orders, conservatorship or receivership, but not liquidation, that prevents conduct of normal ongoing insurance operations.
	F	In Liquidation	Assigned to companies placed in liquidation by a court of law or by a forced liquidation.
	S	Suspended	Assigned to rated companies when sudden and significant events impact operations and rating implications cannot be ascertained due to a lack of timely or adequate information or in cases where continued maintenance of the previously published rating opinion is in violation of evolving regulatory requirements.
Rating Modifiers			
Modifier	Descriptor		Definition
	Under Review		Indicates the rating may change in the near term, typically within six months. Generally is associated with positive, negative or developing implications.
pd	Public Data		Indicates rating assigned to insurers that choose not to participate in A.M. Best's interactive rating process. (Discontinued in 2010)
s	Syndicate		Indicates rating assigned to a Lloyd's syndicate.
Rating Outlooks			
Indicates potential direction of a Best's Financial Strength Rating over an intermediate term, generally defined as 12 to 36 months.			
Positive	Indicates possible rating upgrade due to favorable financial/market trends relative to the current rating level.		
Negative	Indicates possible rating downgrade due to unfavorable financial/market trends relative to the current rating level.		
Stable	Indicates low likelihood of a rating change due to stable financial/market trend.		
Under Review Implications			
Indicates the potential direction of a Best's Financial Strength Rating that is in Under Review status based on information currently available.			
Positive	Indicates there is a reasonable likelihood the company's rating will be raised as a result of A.M. Best's analysis of a recent event.		
Negative	Indicates there is a reasonable likelihood the company's rating will be lowered as a result of A.M. Best's analysis of a recent event.		
Developing	Indicates there is uncertainty as to the final rating outcome, but there is a reasonable likelihood the company's rating will change as a result of A.M. Best's analysis of a recent event.		
Not Rated Designation			
NR: Assigned to companies that are not rated by A.M. Best.			
Rating Disclosure			
A Best's Financial Strength Rating opinion addresses the relative ability of an insurer to meet its ongoing insurance obligations. The ratings are not assigned to specific insurance policies or contracts and do not address any other risk, including, but not limited to, an insurer's claims payment policies or procedures, the ability of the insurer to dispute or delay claims payment on grounds of misrepresentation or fraud, or any specific liability contractually borne by the policy or contract holder. A Best's Financial Strength Rating is not a recommendation to purchase, hold or terminate any insurance policy, contract or any other financial obligation issued by an insurer nor does it address the suitability of any particular policy or contract for a specific purpose or purchaser in arriving at a rating decision. A.M. Best relies on third-party audited financial data and other information provided to it. While the information is believed to be reliable, A.M. Best does not independently verify the accuracy or reliability of the information. For additional details, see A.M. Best's Terms of Use at www.ambest.com .			
Best's Financial Strength Ratings are distributed via press release and/or the A.M. Best website. If a website and company are published, not in Credit Rating Action, section of Best's Journal. All Best's Financial Strength Ratings are proprietary and may not be reproduced without permission. Copyright © 2014 by A.M. Best Company, Inc.			
			Version 080114



Arthur J. Gallagher & Co. Insurance Agency, Inc.

Arthur J. Gallagher Risk Management Services

Clay County Board of Supervisors

Client Signature Requirements

Clay County Board of Supervisors

Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal dated 8/28/2017 we accept the following coverage(s) Please check the desired coverage(s) and note any coverage amendments below

	LINE OF COVERAGE	CARRIER
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject	Package - \$153,962 TRIA is included	Travelers Insurance

Producer/ Insured Coverage Amendments and Notes:

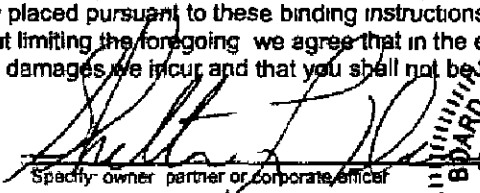
S.L.D.
Client Initials

It is understood this proposal provides only a summary of the details the policies will contain the actual coverages

We confirm the values, schedules, and other data contained in the proposal are from our records and acknowledge it is our responsibility to see that they are maintained accurately

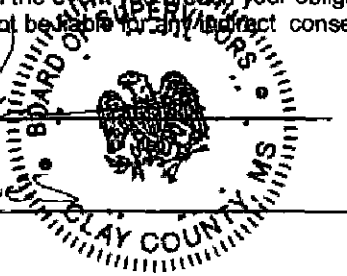
We agree that your liability to us arising from your negligent acts or omissions, whether related to the insurance or surety placed pursuant to these binding instructions or not, shall not exceed \$20 million, in the aggregate. Further, without limiting the foregoing, we agree that in the event you breach your obligations, you shall only be liable for actual damages we incur and that you shall not be liable for any indirect, consequential or punitive damages.

By


Specify owner, partner or corporate officer
Shelton L. Deane
Print Name

Date

8/29/17



Clay County Board of Supervisors

Appendix

Clay County Board of Supervisors

Claims Reporting By Policy

Reporting to Gallagher Immediately report all claims for all lines of coverage to your claims contact

- Brandi Carter
- 601-863-3130 (phone)
- 601 812-6231 (fax)
- Brandi_Carter@ajg.com



Arthur J. Gallagher Risk Management Services

Clay County Board of Supervisors

Bindable Quotations & Compensation Disclosure Schedule

Client Name Clay County Board of Supervisors

COVERAGE(S)	CARRIER NAME(S)	EST. ANNUAL PREMIUM ¹	COMM. % OR FEE ²	WHOLESALE, MGA OR INTERMEDIARY		
				NAME ³	COMM. % OR FEE ⁴	AG OWNED? YES/NO
Package	Travelers Insurance Group	\$153,962 (includes TRIA)	15 %	N/A		

Some carriers pay Gallagher supplemental or contingent commissions in addition to the policy commission. Contingent commissions are typically contingent upon performance factors such as growth, profit, volume or retention, while supplemental commissions are not. These supplemental or contingent commissions may range from less than 1% up to 10% of the policy premium. Please refer to the Compensation Disclosure or contact your Gallagher representative for additional information.

1 * A verbal quotation was received from this carrier. We are awaiting a quotation in writing. The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

A written quotation was received from this carrier. The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

2 The commission rate is a percentage of annual premium excluding taxes & fees.

Gallagher is receiving _____% commission on this policy. The fee due Gallagher will be reduced by the amount of the commissions received.

3 We were able to obtain more advantageous terms and conditions for you through an intermediary/ wholesaler.

4 The non Gallagher Intermediary/wholesaler did not provide their compensation information for this proposal. The usual and customary compensation to a wholesaler/ intermediary ranges from 5% to 12% but we cannot verify that range is applicable in connection with this proposal.

0378



Arthur J. Gallagher & Co.

Insurance Proposal Prepared For

Clay County BOS

205 Court St
West Point MS 39773

Presentation Date August 28 2017

Jeff Estes

Arthur J. Gallagher Risk Management Services, Inc.
750 Woodlands Parkway, Suite 200
Ridgeland, MS 39157

jeff_estes@ajg.com
www.ajg.com

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Executive Summary

Gallagher Risk Management Services, Inc. would like to thank you for the opportunity to offer a proposal for Cyber Liability Insurance. This proposal is a summary of policy terms and conditions.

Please refer to the carrier quotes or application and policy documentation in conjunction with this proposal. Upon review, please contact a member of your service team if you wish to make any changes or if you have any questions.

Defense costs are limited and included within the policy limits.

Gallagher is responsible for the placement of the following lines of coverage:

Cyber Liability

It is understood that any other type of exposure/coverage is either self-insured or placed by another brokerage firm other than Gallagher. If you need help in placing other lines of coverage or covering other types of exposures, please contact your Gallagher representative.

Should you wish to bind a coverage presented within this proposal, please complete the "Client Authorization to Bind Coverage" and Application included in the proposal.

Jeff Estes

August 28, 2017

Arthur J. Gallagher Risk Management Services, Inc.

Program Details

Coverage Cyber Liability
Carrier BCS Insurance Company
Policy Period 09/01/2017 to 09/01/2018
Form Number Cyber and Privacy Liability Insurance Policy 94 111 (01/15)
Form Type Claims Made

COVERAGE	FORM TYPE	RETROACTIVE DATE
Cyber Liability	Claims Made	Full Prior Acts

DESCRIPTION	LIMIT	RETENTION
Policy Aggregate Limit of Liability	\$1 000 000	\$5 000
Liability Coverages		
Privacy Liability (Including Employee Privacy)	\$1 000 000	\$5 000
Privacy Regulatory Claims Coverage (Where insurable by law)	\$1 000 000	\$5 000
Security Liability	\$1 000 000	\$5 000
Multimedia Liability	\$1 000 000	\$5 000
PCI DSS Assessment	\$1 000 000	\$5 000
Security Breach Response Coverage includes the following as part of the Aggregate		
Legal Advisory	\$1 000 000	\$5 000
Forensics Investigations		
Public Relations		
Notification Services		
Credit Monitoring		
First Party Coverages		
Cyber Extortion	\$1 000 000	\$5 000
Business Income and Digital Asset Restoration	\$1 000 000	\$5 000 each claim / 12 hrs waiting period

Definition of Claim

DESCRIPTION
Claim means
1 A written demand received by "You" for money or services including the service of a civil suit or institution of arbitration proceedings
2 Initiation of a civil suit against "You" seeking injunctive relief (meaning a temporary restraining order or a preliminary or permanent injunction)
3 Solely with respect to Coverage B a "Regulatory Claim" made against "You"
4 A "PCI DSS Assessment" or
5 Solely with respect to Coverage F a "Cyber Extortion Threat" made against "You"
Multiple "Claims" arising from the same or a series of related or repeated acts, errors, or omissions or from any continuing acts, errors, or omissions shall be considered a single "Claim" for the purposes of this Policy, irrespective of the number of claimants or "You" involved in the "Claim". All such "Claims" shall be deemed to have been made at the time of the first such "Claim" was made or deemed made under Section IX A.

Incident or Claim Reporting Provision

DESCRIPTION
Notice of Claim joan.dambrosio@clydeco.us Clyde & Co. US LLP 101 Second Street, 24th Floor San Francisco, CA 94105
24 hour Security Breach Hotline 1-866-288-1705 Baker & Hostetter LLP 45 Rockefeller Plaza New York, NY 10111-0100

Extended Reporting Period (ERP) Options*

DESCRIPTION	PREMIUM AMOUNT	LENGTH
Optional ERP	100%	One Year (12 months)

*If ERP coverage is desired, then that request must be in writing to the carrier.

Endorsements Include, but are not limited to

DESCRIPTION
94 102 (01 15) Nuclear Incident Exclusion
94 103 (01 15) Radioactive Contamination Exclusion
94 801 (01 15) MISSISSIPPI Amendatory

Exclusions Include but are not limited to (see attached policy form for all exclusions and limitations)

DESCRIPTION
Prior and Pending "Claims and Circumstances
Bodily Injury" or "Property Damage"
Intentional acts of any current principal partner director or officer of "Your" Organization
Employment Practices
Insured vs Insured with exception of Privacy Liability coverage for Claims made by a current or former employee of "Your" Organization
Satellite failure/malfunction electrical mechanical infrastructure failure with carveout
Failure of telephone lines data transmission lines or wireless communications connection
ERISA violations
Terrorism – except carve-back for acts perpetrated electronically
Pollution
Costs of upgrading/remediating computer system or digital assets – except "Restoration Costs otherwise covered under Coverage G 2
Seizure confiscation destruction damage or loss of use of digital assets by order of any governmental authority
Electrical Failure or Electromagnetic Discharge
Ordinary wear and tear gradual deterioration or failure to maintain digital assets or "Computer Systems on which digital assets are processed or stored whether owned by you or others

Binding Requirements

DESCRIPTION
Currently Signed and Dated Application

Premium \$3 308 00

ADDITIONAL OPTION AVAILABLE	LIMIT	RETENTION	PREMIUM
NA	NA	NA	NA

Changes & Developments

It is important that we be advised of any changes in your operations that may have a bearing on the validity and/or adequacy of your insurance. The types of changes that concern us include but are not limited to those listed below:

1. Changes in any operation such as expansion to other states or new products
2. Mergers and/or acquisition of new companies
3. Any newly assumed contractual liability, granting of indemnities, or hold harmless agreements
4. Circumstances which may require increased liability insurance limits
5. Any changes in fire or theft protection, such as the installation of or disconnection of sprinkler systems, burglar alarms, etc. This includes any alterations to same
6. Immediate advice of any changes to scheduled equipment such as contractors, equipment, electronic data processing, etc.
7. Property of yours that is in transit, unless we have previously arranged for the insurance
8. Any changes in existing premises including vacancy, whether temporary or permanent, alterations, demolition, etc. Also, any new premises either purchased, constructed, or occupied

☒ No Changes and/or Developments
Signature: [Signature]
Title: President
Date: 8/25/97

Named Insured

Named Insured: [Redacted]
Clay County BOS

Any entity not named above may not be an insured entity. This may include partnerships and joint ventures.

Bindable Quotations & Compensation Disclosure Schedule

Coverage(s)	Carrier Name(s)	Wholesaler MGA or Intermediary Name 1	Estimated Annual Premium 2	Comm % or Fee 3	Wholesaler MGA or Intermediary % 4	AJG Owned? Yes or No
Cyber Liability	BCS Insurance Company	RPS	\$3 308 00	15 %	7 5 %	Yes

Some carriers pay Gallagher supplemental or contingent commissions in addition to the policy commission. Contingent commissions are typically contingent upon performance factors such as growth, profit, volume or retention, while supplemental commissions are not. These supplemental or contingent commissions may range from less than 1% up to 10% of the policy premium. Please refer to the Compensation Commission Disclosure or contact your Gallagher representative for additional information.

- 1. We were able to obtain more advantageous terms and conditions for you through an intermediary/wholesaler.
- 2. If the premium is shown as an indication, the premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.
* A verbal quotation was received from this carrier. We are awaiting a quotation in writing.
- 3. The commission rate is a percentage of annual premium.
* Gallagher is receiving 15 % commission on this policy. The fee due Gallagher will be reduced by the amount of the commissions received.
- 4. *The non-Gallagher intermediary/wholesaler did not provide their compensation information for this proposal. The usual and customary compensation to a wholesaler/ intermediary ranges from 5% to 12% but we cannot verify that range is applicable in connection with this proposal.

Important Disclosures

The quotation(s) attached are an outline of certain terms and conditions of the insurance proposed by the insurers based on the information provided by your company. It does not include all the terms coverages, exclusions, limitations and/or conditions of the actual policy contract language. The insurance policies themselves must be read for those details. Policy forms for your reference will be made available upon request.

We will not be operating in a fiduciary capacity, but only as your broker, obtaining a variety of coverage terms and conditions to protect the risks of your enterprise. We will seek to bind those coverages based upon your authorization; however, we can make no warranties in respect to policy limits or coverage considerations of the carrier. Actual coverage is determined by policy language, so read all policies carefully. Contact us with questions on these or any other issues of concern.

The information contained in this proposal is based on the historical loss experience and exposures provided to Arthur J. Gallagher. This proposal is not an actuarial study. Should you wish to have this proposal reviewed by an independent actuary, we will be pleased to provide you with a listing of actuaries for your use.

TRIA/TRIPRA Disclaimer – If this proposal contains options to purchase TRIA/TRIPRA coverage, the proposed TRIA/TRIPRA program may not cover all terrorism losses. While the amendments to TRIA eliminated the distinction between foreign and domestic acts of terrorism, a number of lines of coverage excluded under the amendments passed in 2005 remain excluded, including commercial automobile, burglary and theft insurance, surety insurance, farm owners multiple perils and professional liability (although directors and officers liability is specifically included). If such excluded coverages are required, we recommend that you consider purchasing a separate terrorism policy. Please note that a separate terrorism policy for these excluded coverages may be necessary to satisfy loan covenants or other contractual obligations. TRIPRA includes a \$100 billion cap on insurers' aggregate liability.

The TRIPRA program increases the amount needed in total losses by \$20 million each calendar year before the TRIPRA program responds from the 2015 trigger of \$100 million to \$200 million by the year 2020.

TRIPRA is set to expire on December 31, 2020. There is no certainty of extension; thus, the coverage provided by your insurers may or may not extend beyond December 31, 2020. In the event you have loan covenants or other contractual obligations requiring that TRIA/TRIPRA be maintained throughout the duration of your policy period, we recommend that a separate "Stand Alone" terrorism policy be purchased to satisfy those obligations.

Premiums for the above policies are due and payable as billed in full or as insurance company installments. Premiums may be financed subject to acceptance by an approved finance company. Following acceptance, completion (and signature) of a premium finance agreement with the specified down payment is required.

Compensation Disclosure

One of the core values highlighted in The Gallagher Way states, "We are an Open Society," and our open society extends to the compensation Gallagher receives. In general, Gallagher may be compensated as follows:

Arthur J. Gallagher Risk Management Services, Inc.

9

- 1 Gallagher Companies are primarily compensated from the usual and customary commissions or fees received from the brokerage and servicing of insurance policies, annuity contracts, guarantee contracts and surety bonds (collectively "insurance coverages") handled for a client's account which may vary from company to company and insurance coverage to insurance coverage. As permitted by law, Gallagher companies occasionally receive both commissions and fees.
- 2 In placing, renewing, consulting on or servicing your insurance coverages, Gallagher Companies may participate in contingent and supplemental commission arrangements with intermediaries and insurance companies. Contingent commissions provide for additional compensation if stipulated underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the particular insurance company and/or through the particular intermediary, not on an individual policy basis. Some insurance markets, including Gallagher-owned intermediaries, have modified their commission schedule with Gallagher, resulting in an increase in certain commission rates. These additional commissions, commonly referred to as supplemental commissions, are frequently known as of the effective date of the applicable insurance placement, but some insurance companies pay this commission later and apart from when commission is normally paid at policy issuance. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company. Note: Upon request, your Gallagher representative can provide more specific market information regarding contingent and supplemental commission related to your insurance coverage placed through Gallagher.
- 3 Gallagher Companies may also receive investment income on fiduciary funds temporarily held by them, such as premiums or return premiums.
- 4 Gallagher Companies may access other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace. Gallagher Companies may own some of these facilities, in whole or in part. If such a facility is utilized in the placement of a client's account, the facility may earn and retain customary brokerage commission or fees for its work.
- 5 Gallagher assists its clients in procuring premium finance quotes and, unless prohibited by law, may earn compensation for this optional value-added service.
- 6 From time to time, Gallagher may participate in insurance company promotional events or training and development that insurers provide for Gallagher employees.
- 7 Gallagher strives to find appropriate coverage at a competitive price for our clients. In order to achieve these goals, we gather and analyze data about our clients and their insurance coverage. This data and the resulting analytical tools help us better understand the current marketplace, more accurately predict future trends and offer tailored solutions to our clients. This data may also be provided to insurers pursuant to consulting service agreements from which we earn fees.

If you have specific questions about the compensation received by Gallagher and its affiliates in relation to your insurance placements, please contact your Gallagher representative for more details.

In the event you wish to register a formal complaint regarding compensation Gallagher receives from insurers or third parties, please contact Gallagher via e-mail at Compensation_Complaints@ajg.com or by regular mail at:

AJG Chief Compliance Officer
Arthur J. Gallagher & Co.
2850 Golf Rd., 8th Floor
Rolling Meadows, IL 60008

Arthur J. Gallagher Risk Management Services, Inc.

Carrier Ratings and Admitted Status

Proposed Carriers	A M Best's Rating	Admitted/Non Admitted
BCS Insurance Company	A- IX (EXCELLENT)	Admitted

If the above indicates coverage is placed with a non-admitted carrier the carrier is doing business in the state as a surplus lines or non-admitted carrier. As such, this carrier is not subject to the same regulations which apply to an admitted carrier nor do they participate in any insurance guaranty fund applicable in that state.

The above A M Best Rating was verified on the date the proposal document was created.

Guide to Best Ratings Rating Levels and Categories

Level	Category	Level	Category	Level	Category
A++ A+	Superior	B B	Fair	D	Poor
A A	Excellent	C++ C+	Marginal	E	Under Regulatory Supervision
B++ B+	Good	C C-	Weak	F	In Liquidation
				S	Suspended

Financial Size Categories

(In \$000 of Reported Policyholders' Surplus Plus Conditional Reserve Funds)

FSC I		Up to	1 000	FSC IX	250 000	to	500 000
FSC II	1 000	to	2 000	FSC X	500 000	to	750 000
FSC III	2 000	to	5 000	FSC XI	750 000	to	1 000 000
FSC IV	5 000	to	10 000	FSC XII	1 000 000	to	1 250 000
FSC V	10 000	to	25 000	FSC XIII	1 250 000	to	1 500 000
FSC VI	25 000	to	50 000	FSC XIV	1 500 000	to	2 000 000
FSC VII	50 000	to	100 000	FSC XV	2 000 000	or more	
FSC VIII	100 000	to	250 000				

Best's Insurance Reports published annually by A M Best Company Inc. presents comprehensive reports on the financial position, history, and transactions of insurance companies operating in the United States and Canada. Companies licensed to do business in the United States are assigned a Best's Rating which attempts to measure the comparative position of the company or association against industry averages.

A Best's Financial Strength Rating opinion addresses the relative ability of an insurer to meet its ongoing insurance obligations. It is not a warranty of a company's financial strength and ability to meet its obligations to policyholders. View the A M Best Important Notice, Best's Credit Ratings for a disclaimer notice and complete details at <http://www.ambest.com/ratings/notice>.

Best's Credit Ratings are under continuous review and subject to change and/or affirmation. For the latest Best's Credit Ratings and Best Credit Reports (which include Best Ratings), visit the A M Best website at <http://www.ambest.com>. See Guide to Best's Credit Ratings for explanation of use and charges. Copies of the Best's Insurance Reports for carriers listed above are also available upon request of your Gallagher representative.

Best's Credit Ratings reproduced herein appear under license from A M Best and do not constitute, either expressly or impliedly, an endorsement of (Licensee's publication or service) or its recommendations, formulas, criteria, or comparisons to any other ratings, rating scales, or rating organizations which are published or referenced herein. A M Best is not responsible for transcription errors made in presenting Best's Credit Ratings. Best's Credit Ratings are proprietary and may not be reproduced or distributed without the express written permission of A M Best Company.

Arthur J. Gallagher Risk Management Services, Inc.

Gallagher companies use A M Best Company's rating services to evaluate the financial condition of insurers whose policies we propose to deliver. Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.

BEST'S FINANCIAL STRENGTH RATING GUIDE – (FSR)			
A Best's Financial Strength Rating (FSR) is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. An FSR is not assigned to specific insurance policies or contracts and does not address any other risk, including, but not limited to, an insurer's claims-payment policies or procedures, the ability of the insurer to dispute or deny claims payment on grounds of misrepresentation or fraud, or any specific liability contractually borne by the policy or contract holder. An FSR is not a recommendation to purchase, hold or terminate any insurance policy contract or any other financial obligation issued by an insurer, nor does it address the suitability of any particular policy or contract for a specific purpose or purchaser. In addition, an FSR may be displayed with a rating identifier, modifier, or affiliation code that denotes a unique aspect of the opinion.			
Best's Financial Strength Rating (FSR) Scale			
Rating Categories	Rating Symbols	Rating Notches	Category Definitions
Superior	A+	A++	Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.
Excellent	A	A-	Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.
Good	B+	B +	Assigned to insurance companies that have, in our opinion, a good ability to meet their ongoing insurance obligations.
Fair	B	B-	Assigned to insurance companies that have, in our opinion, a fair ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions.
Marginal	C	C++	Assigned to insurance companies that have, in our opinion, a marginal ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions.
Weak	C	C	Assigned to insurance companies that have, in our opinion, a weak ability to meet their ongoing insurance obligations. Financial strength is very vulnerable to adverse changes in underwriting and economic conditions.
Poor	D		Assigned to insurance companies that have, in our opinion, a poor ability to meet their ongoing insurance obligations. Financial strength is adversely vulnerable to adverse changes in underwriting and economic conditions.
Each Best's Financial Strength Rating Category from A+ to C includes a Rating Notch to reflect a gradation of financial strength within the category. A Rating Notch is expressed with either a second plus (+) or a minus (-).			
FSR Non-Rating Designations			
Designation Symbols	Designation Definitions		
E	Status assigned to insurance companies that are publicly placed under a significant form of regulatory supervision, control or restraint, including cease and desist orders, conservatorship or rehabilitation, but not liquidation, that prevents conduct of normal ongoing insurance operations of an impaired insurer.		
F	Status assigned to insurance companies that are publicly placed in liquidation by a court of law or by a forced liquidation of an impaired insurer.		
S	Status assigned to rated insurance companies to suspend the outstanding FSR when sudden and significant events impact operations and rating implications cannot be evaluated due to a lack of timely or adequate information, or in cases where continued maintenance of the previously published rating opinion is in violation of evolving regulatory requirements.		
NR	Status assigned to insurance companies that are not rated, may include previously rated insurance companies or insurance companies that have never been rated by AMBRS.		
Rating Disclosure – Use and Limitations			
A Best's Credit Rating (BCR) is a forward-looking independent and objective opinion regarding an insurer's, issuer's or financial obligation's relative creditworthiness. The opinion represents a comprehensive analysis consisting of a quantitative and qualitative evaluation of balance sheet strength, operating performance and business profile or, where appropriate, the specific nature and details of a security. Because a BCR is a forward-looking opinion as of the date it is released, it cannot be considered as a fact or guarantee of future credit quality and therefore cannot be described as accurate or inaccurate. A BCR is a relative measure of risk that implies credit quality and is assigned using a scale with a defined population of categories and notches. Entities or obligations assigned the same BCR symbol developed using the same scale should not be viewed as completely identical in terms of credit quality. Alternatively, they are alike in category (or notches within a category), but given there is a prescribed progression of categories (and notches) used in assigning the ratings of a much larger population of entities or obligations, the categories (notches) cannot mirror the precise subtleties of risk that are inherent within similarly rated entities or obligations. While a BCR reflects the opinion of A.M. Best Rating Services, Inc. (AMBRS) of relative creditworthiness, it is not an indicator or predictor of defined impairment or default probability with respect to any specific insurer, issuer or financial obligation. A BCR is not investment advice, nor should it be construed as a consulting or advisory service, as such, it is not intended to be utilized as a recommendation to purchase, hold or terminate any insurance policy, contract, security or any other financial obligation, nor does it address the suitability of any particular policy or contract for a specific purpose or purchaser. Users of a BCR should not rely on it in making any investment decision. However, if used, the BCR must be considered as only one factor. Users must make their own evaluation of each investment decision. A BCR opinion is provided on an "as is" basis without any expressed or implied warranty. In addition, a BCR may be changed, suspended or withdrawn at any time for any reason at the sole discretion of AMBRS.			
BCRs are distributed via the AMBRS website at www.ambest.com . For additional information regarding the development of a BCR and other rating-related information and definitions, including outlooks, modifiers, identifiers and affiliation codes, please refer to the report titled "Underwriting Best's Credit Rating" available at no charge on the AMBRS website. BCRs are proprietary and may not be reproduced without permission. Copyright © 2016 by A.M. Best Company, Inc. and/or its affiliates. ALL RIGHTS RESERVED.			
Version 090116			



Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal dated 08/28/2107 we accept the following coverage(s)
Please check the desired coverage(s) and note any coverage amendments below

	LINE OF COVERAGE	CARRIER									
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject	\$1M Cyber Liability	BCS Insurance Company									
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	OPTIONAL LIMITS OR RETENTIONS (as shown on Additional Limit Options") <table> <tr> <td>Limit NA</td><td>Retention NA</td><td>Premium NA</td></tr> <tr> <td>Limit</td><td>Retention</td><td>Premium</td></tr> <tr> <td>Limit</td><td>Retention</td><td>Premium</td></tr> </table>	Limit NA	Retention NA	Premium NA	Limit	Retention	Premium	Limit	Retention	Premium	BCS Insurance Company
Limit NA	Retention NA	Premium NA									
Limit	Retention	Premium									
Limit	Retention	Premium									

The above coverage may not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those addressed in the coverage considerations included in this proposal please list below

Producer/ Insured Coverage Amendments and Notes

Fee Agreement

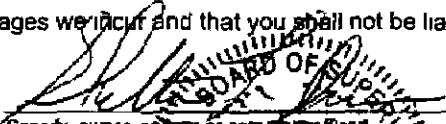
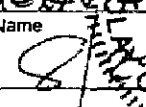
NA

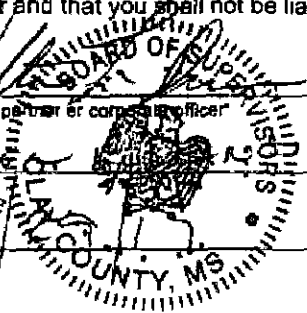
It is understood this proposal provides only a summary of the details the policies will contain the actual coverages

We confirm the values, schedules, and other data contained in the proposal are from our records and acknowledge it is our responsibility to see that they are maintained accurately

We agree that your liability to us arising from your negligent acts or omissions, whether related to the insurance or surety placed pursuant to these binding instructions or not, shall not exceed \$20 million in the aggregate. Further, without limiting the foregoing, we agree that in the event you breach your obligations, you shall only be liable for actual damages we incur and that you shall not be liable for any indirect, consequential or punitive damages.

By


 Specify owner, partner or corporate officer
 Shekhar
 Print Name
 Date 





Arthur J. Gallagher & Co.
BUSINESS WITHOUT BARRIERS



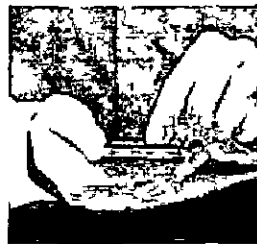
BCS

BCS Insurance Company

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LLOYDS

Cyber Insurance Quotation



Frequently Asked Questions

Do you have any questions about your insurance? The frequently asked questions below are here to help you make an informed decision.

What is Cyber Liability Insurance?

Cyber Liability is insurance coverage specifically designed to protect a business or organization from:

- Liability claims involving the unauthorized release of information for which the organization has a legal obligation to keep private or confidential
- Liability claims alleging invasion of privacy and/or copyright/trademark violations in a digital, online or social media environment
- Liability claims alleging failures of computer security that result in deletion/alteration of data, transmission of malicious code, denial of service, etc.
- Defense costs in State or Federal regulatory proceedings that involve violations of privacy law, and
- The provision of expert resources and monetary reimbursement to the Insured for the out-of-pocket (1st Party) expenses associated with the appropriate handling of the types of incidents listed above.

The term "Cyber" implies coverage only for incidents that involve electronic hacking or online activities, when in fact this product is much broader, covering private data and communications in many different formats – paper, digital or otherwise.

What does Privacy Liability Cover?

The Privacy Liability insuring agreement in our policy goes beyond providing liability protection for the Insured against the unauthorized release of Personally Identifiable Information (PII), Protected Health Information (PHI) and corporate confidential information like most popular Data Breach policies. Rather, our policy provides true Privacy protection in that the definition of **Privacy Breach** includes violations of any rights to privacy (e.g. person's right of publicity or disclosure of private information). Because information lost in every data breach may not fit State or Federal specific definitions of PII or PHI, our policy helps to these potentially costly gaps. This is a key provision that truly sets the BCS Cyber and Privacy Liability Policy apart from others.

What does Privacy Regulatory Claims Coverage cover?

The Privacy Regulatory Claims Coverage insuring agreement provides coverage for both legal defense and the resulting fines/penalties emanating from a regulatory claim made against the Insured, alleging a privacy breach or a violation of a Federal, State, local or foreign statute or regulation with respect to privacy regulations.

What does Security Breach Response Coverage cover?

This 1st Party coverage reimburses an Insured for costs incurred in the event of a security breach of personal, non-public information of their customers or employees. Examples include:

- The hiring of a public relations consultant to help avert or mitigate damage to the Insured's brand
- IT forensics, customer notification and 1st Party legal expenses to determine the Insured's obligations under applicable Privacy Regulations
- Credit monitoring expenses for affected customers

Our policy can extend coverage even in instances where there is no legal duty to notify if the Insured feels that doing so will mitigate potential brand damage (such voluntary notification requires prior written consent).

What does Security Liability cover?

The Security Liability insuring agreement provides coverage for the Insured for allegations of a Security Wrongful Act including

- The inability of a third-party who is authorized to do so to gain access to the Insured's computer systems
- The failure to prevent unauthorized access to or use of a computer system and/or the failure to prevent false communications such as phishing that results in corruption, deletion of or damage to electronic data, theft of data and denial of service attacks against websites or computer systems of a third party
- Protects against liability associated with the Insured's failure to prevent transmission of malicious code from their computer system to a third party's computer system

What does Multimedia Liability cover?

The Multimedia Liability insuring agreement provides coverage against allegations that include

- Defamation, libel, slander, emotional distress, invasion of the right to privacy, copyright and other forms of intellectual property infringement (patent excluded) in the course of the Insured's communication of media content in electronic (website, social media, etc.) or non-electronic forms

Other Cyber insurance policies often limit this coverage to content posted to the Insured's website. Our policy extends what types of media are covered as well as the formats where this information resides.

What does Cyber Extortion cover?

The Cyber Extortion insuring agreement provides

- Expense and payments to a harmful third party to avert potential damage threatened against the Insured such as the introduction of malicious code, system interruption, data corruption or destruction or dissemination of personal or confidential corporate information

What does Business Income and Digital Asset Restoration cover?

The Business Income and Digital Asset Restoration insuring agreement provides for lost earnings and expenses incurred because of a security compromise that leads to the failure or disruption of a computer system or an authorized third-party's inability to access a computer system. Restoration costs to restore or recreate digital (not hardware) assets to their pre-loss state are provided for as well. What's more, the definition of **Computer System** is broadened to include not only systems under the Insured's direct control but also systems under the control of a **Service Provider** with whom the Insured contracts to hold or process their digital assets.

What is "PCI-DSS Assessment" coverage?

The Payment Card Industry Data Security Standard (PCI DSS) was established in 2006 through a collaboration of the major credit card brands as a means of bringing standardized security best practices for the secure processing of credit card transactions. Merchants and service providers must adhere to certain goals and requirements in order to be PCI Compliant and under specific agreements may subject an Insured to an assessment for breach of such terms. The BCS Cyber and Privacy Liability Policy responds to PCI assessments as well as claims expenses in the wake of a breach involving cardholder information.

Who is RPS?

With more than 1,000 employees in more than 30 U.S. States, Risk Placement Services empowers insurance agents and brokers like yours with product and industry expertise and access to exclusive Property & Casualty insurance coverage for their clients throughout the country. RPS is the exclusive Managing General Agent for the specialized Cyber insurance quotation your agent has provided herein. RPS is consistently recognized by Business Insurance magazine as the nation's largest Managing General Agency. Your agent's decision to partner with RPS speaks of their desire to provide your organization with the best insurance solutions available in the marketplace today.

How is this policy better than other options in the marketplace?

As with any insurance policy, what sets our coverage apart lies in the definitions and exclusions in the policy. The BCS Cyber and Privacy Liability Policy offers comprehensive critical terms such as Privacy Breach, Computer System, and Media Content. These definitions, along with the absence of some industry standard exclusions and a drastically streamlined application process, make this policy more comprehensive and easier to access than the typical cyber policy available from traditional sources.

Isn't this already covered under most business insurance plans?

The short answer is No. While liability coverage for data breach and privacy claims has been found in limited instances through General Liability, Commercial Crime and some D&O policies, these forms were not intended to respond to the modern threats posed in today's 24/7 information environment. Where coverage has been afforded in the past, carriers (and the ISO) are taking great measures to include exclusionary language in form updates that make clear their intentions of not covering these threats. Additionally, even if coverage can be found in rare instances through other policies, they lack the expert resources and critical 1st Party coverages that help mitigate the financial, operational and reputational damages a data breach can inflict on an organization.

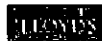
Are businesses required to carry this coverage?

While there is presently no law that requires a business or organization to carry Cyber Liability, there is a national trend in business contracts for proof of this coverage. In addition, the SEC is encouraging disclosure of this coverage as a way of demonstrating sound information security risk management. Laws such as HIPAA, HITECH and Gramm Leach Bliley and state-specific data breach laws are continually driving demand as requirements for notification in the wake of a data breach become more expensive.

Do small businesses need this coverage?

The Symantec 2014 Internet Security Threat Report reports that small businesses accounted for 30% of targeted spear phishing attacks in 2013. In 2012, Verizon reported that approximately 40% of all data breaches that year occurred among companies with fewer than 100 employees. Even more alarming is the fact that 60% of companies that have been a victim of cyber-attacks are out of business within six months. While breaches involving public corporations and government entities garner the vast majority of headlines, it is the small business that can be most at risk. With lower information security budgets, limited personnel and greater system vulnerabilities, small businesses are increasingly at risk for a data breach.

Powered by



If e-commerce functions such as payment processing or data storage are outsourced, do I still need this coverage?

The responsibility to notify customers of a data breach or legal liabilities associated with protecting customer data remain the responsibility of the Insured. Generally speaking, business relationships exist between Insureds and their customers, not their customers and the back office vendors the Insured uses to assist them in their operations. Outsourcing business critical functions such as payment processing, data storage, website hosting, etc., can help insulate Insureds from risk; however, the contractual agreement wording between Insureds, their customers, and the vendors with whom they do business will govern the extent to which liability is assigned in specific incidents.

What is the cost of not buying the coverage and self-insuring a data breach?

The Ponemon Institute, a well-known research firm, publishes an annual "Cost of a Data Breach" report. In partnership with IBM, the 2014 report indicated that the average cost paid for each lost or stolen record is \$158. These numbers are reflective of both the indirect expenses associated with a breach (time, effort, and other organizational resources spent during the data breach resolution, customer churn, etc.) as well as direct expenses (customer notification, credit monitoring, forensics, hiring a law firm, etc.).

Because every breach is different, and the per capita cost of a breach depends largely on the number of records compromised, it is helpful for small to mid-sized organizations to start with a lower number of \$65/record (the average direct costs associated with a breach in the Ponemon study) – multiply this number by the estimated number of records containing PII, PHI, or financial account information in the Insured's control. By engaging in this simple exercise, businesses quickly understand the financial value of implementing cyber insurance as a risk transfer vehicle. More information can be found at www.ponemon.org.

How can I tell which states are on an admitted form vs a non-admitted form?

Most States are on the admitted paper and written through BCS Insurance Company. For those remaining states where the admitted filings are still in process, the forms will be written through Lloyd's of London. Currently, all states are written on admitted paper except NY, VT.

Who is the insurance carrier?

- The BCS Cyber and Privacy Liability Policy is underwritten by BCS Insurance Company and powered by and with the backing of certain syndicates at Lloyd's of London. BCS Insurance Company is a licensed insurance company in all states, Puerto Rico, and the District of Columbia. BCS Insurance Company provides value through a solid foundation of strong governance, national and international capabilities, and product and industry expertise and is rated A (Excellent) by A.M. Best. BCS Insurance has been in business for over 60 years. It is a wholly owned subsidiary of BCS Financial Corporation, which, in turn, is owned by all Blue Cross Blue Shield primary licensees. BCS Insurance Company's relationship with certain syndicates at Lloyd's of London brings additional strength, stability, and industry-leading expertise to the RPS cyber insurance program.

What is the claims-handling process?

A 24-hour data breach hotline is available to report incidents or even suspected incidents. As soon as you suspect a data breach incident or receive notice of a claim, you should call the hotline listed in your policy. This hotline is manned by Baker Hostetter, a world-wide leading privacy law firm with experience in handling thousands of data breach events. Immediately after calling the hotline, you are required to send notice to Clyde & Co., the designated legal firm that has been contracted to triage initial notices in this regard. This can be done by sending an email with a brief description of the incident, including your contact information, to the claims reporting email address listed in your policy. Your agent, as well as the in-house BCS claims team, will receive notification of the incident (or any third-party claim) as well. It is critical that you immediately report any and all incidents that you believe could give rise to a claim of any kind under this policy.

What if there are questions that are not answered here?

Please contact your preferred Cyber Professional who will assist you with any questions you may have.

Policy No RPS-Q-50104453M/1

Cyber and Privacy Liability Insurance Policy

94 111 (01/15)

NOTICE THE POLICY CONTAINS ONE OR MORE COVERAGES CERTAIN COVERAGES ARE LIMITED TO LIABILITY FOR CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED AND NOTIFIED TO US DURING THE POLICY PERIOD AS REQUIRED CLAIM EXPENSES SHALL REDUCE THE APPLICABLE LIMITS OF LIABILITY AND ARE SUBJECT TO THE APPLICABLE RETENTION (\$) PLEASE READ THIS POLICY CAREFULLY

POLICY DECLARATIONS

ITEM 1	NAMED INSURED	Clay County BOS
	ADDRESS	205 Court St , West Point Mississippi 39773
ITEM 2	POLICY PERIOD	FROM September 1 2017 TO September 1 2018 (12 01 A.M Standard time at the address shown in Item 1)
ITEM 3	POLICY LIMITS OF LIABILITY AND COVERAGES PURCHASED	A Aggregate Limit of Liability \$1 000 000 (Aggregate for Each and Every Claim including Claims Expenses) B Sublimit of Liability for Individual Coverage(s) Purchased \$1 000 000 Nil or N/A Sublimit of Liability for any coverage indicates that the coverage was not purchased

COVERAGE	PER CLAIM SUBLIMIT OF LIABILITY INCLUDES CLAIM EXPENSES	AGGREGATE SUBLIMIT OF LIABILITY
A Privacy Liability (including Employee Privacy)	\$1 000 000	\$1 000 000
B Privacy Regulatory Claims Coverage	\$1 000 000	\$1 000 000
C Security Breach Response Coverage	\$1 000 000	\$1 000 000
D Security Liability	\$1 000 000	\$1 000 000
E Multimedia Liability	\$1 000 000	\$1 000 000
F Cyber Extortion	\$1 000 000	\$1 000 000
G Business Income and Digital Asset Restoration	\$1 000 000	\$1 000 000
H PCI DSS Assessment	\$1 000 000	\$1 000 000

ITEM 4 RETENTION (including Claims Expenses)

COVERAGE	EACH CLAIM
A Privacy Liability (including Employee Privacy)	\$5 000
B Privacy Regulatory Claims Coverage	\$5 000
C Security Breach Response Coverage	\$5 000
D Security Liability	\$5 000
E Multimedia Liability	\$5 000
F Cyber Extortion	\$5 000
G Business Income and Digital Asset Restoration	\$5 000 / 12 hrs waiting period
H PCI DSS Assessment	\$5 000

ITEM 5 PREMIUM \$3,308.00

ITEM 6 TERRITORIAL LIMITS Worldwide

ITEM 7 RETROACTIVE DATE Full Prior Acts

ITEM 8 NOTICE OF CLAIM 2 Steps.
1. Call Baker Hostetler at the 24 Hour Security Breach Hotline
1 856-288 1705
2. File your claim with

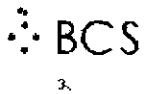
joan.dambrosio@clydeco.us
Clyde & Co. US LLP
101 Second Street, 24th Floor
San Francisco, CA 94105
USA

ITEM 9 NOTICE OF ELECTION RPS National Claims
190 New Canella Blvd
Covington, LA 70433
USA

ITEM 10 SERVICE OF SUIT Risk Situated in California
Eileen Ridley
FLWA Service Corp
c/o Foley & Lardner LLP
555 California Street, Suite 1700, San Francisco, CA 94104-1520

Risks Situated in All Other States
Mendes & Mount
750 Seventh Avenue, New York, NY 10019

ITEM 11 CHOICE OF LAW New York



BCS Insurance Company
2 Mid America Plaza, Suite 200
Oakbrook Terrace, IL 60181

**FORMS AND ENDORSEMENTS
EFFECTIVE AT INCEPTION**

- 94 102 (01 15) Nuclear Incident Exclusion
- 94 103 (01 15) Radioactive Contamination Exclusion
- 94 801 (01 15) MISSISSIPPI Amendatory

WILLIAMSON & PUGH

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NOTICE: THE POLICY CONTAINS ONE OR MORE COVERAGES. CERTAIN COVERAGES ARE LIMITED TO LIABILITY FOR CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED AND NOTIFIED TO US DURING THE POLICY PERIOD AS REQUIRED. CLAIM EXPENSES SHALL REDUCE THE APPLICABLE LIMITS OF LIABILITY AND ARE SUBJECT TO THE APPLICABLE RETENTION (\$). PLEASE READ THIS POLICY CAREFULLY.

CYBER AND PRIVACY LIABILITY POLICY FORM

94 200 (01/15)

In consideration of the payment of the premium and reliance upon the statements made by You in the Application and subject to the Limit of Liability, exclusions, conditions and other terms of this Policy, it is agreed as follows:

I COVERAGES

A PRIVACY LIABILITY (INCLUDING EMPLOYEE PRIVACY)

We shall pay on Your behalf Damages and Claim Expenses that You become legally obligated to pay in excess of the applicable retention resulting from a "Claim" first made against You and reported to Us during the Policy Period or Extended Reporting Period arising out of a Privacy Wrongful Act on or after the Retroactive Date and before the end of the "Policy Period" harming any third (3rd) party or Employee.

B PRIVACY REGULATORY CLAIMS COVERAGE

We shall pay on Your behalf Regulatory Fines, Consumer Redress Funds and Claim Expenses that You become legally obligated to pay in excess of the applicable retention resulting from a "Regulatory Claim" first made against You and reported to Us during the Policy Period or Extended Reporting Period arising out of a Privacy Wrongful Act on or after the Retroactive Date and before the end of the Policy Period.

C SECURITY BREACH RESPONSE COVERAGE

We shall reimburse Your Organization for Crisis Management Costs and Breach Response Costs in excess of the applicable retention that Your Organization incurs in the event of a Security Breach with respect to personal, non-public information of Your customers or Employees.

We will not make any payment under this Coverage unless the Security Breach first occurs on or after the Retroactive Date and before the end of the Policy Period and You first learn of the Security Breach within the "Policy Period" and report the Security Breach to Us as soon as practicable within the Policy Period.

D SECURITY LIABILITY

"We" shall pay on "Your" behalf Damages and Claim Expenses that "You" become legally obligated to pay in excess of the applicable retention resulting from a Claim first made against "You" and reported to "Us" during the "Policy Period" or "Extended Reporting Period" arising out of a Security Wrongful Act on or after the "Retroactive Date" and before the end of the "Policy Period"

E MULTIMEDIA LIABILITY

"We" shall pay on "Your" behalf "Damages" and "Claim Expenses" that "You" become legally obligated to pay in excess of the applicable retention resulting from a "Claim" first made against "You" and reported to "Us" during the "Policy Period" or "Extended Reporting Period" arising out of a "Multimedia Wrongful Act" on or after the "Retroactive Date" and before the end of the "Policy Period"

F CYBER EXTORTION

"We" shall reimburse "Your Organization" for the "Cyber-Extortion Expenses" and "Cyber Extortion Payments" that "Your Organization's" actually pays directly resulting from a Cyber-Extortion Threat that "Your Organization" first receives and reports to "Us" during the "Policy Period"

G BUSINESS INCOME AND DIGITAL ASSET RESTORATION

- 1 We shall pay the Business Income Loss that "Your Organization" sustains during a Period of Restoration resulting directly from a Network Disruption that commences during the Policy Period but only if the duration of such Period of Restoration exceeds the waiting period set forth in the Policy and such Network Disruption results solely and directly from a Security Compromise that commenced on or after the Retroactive Date
- 2 We shall reimburse Your Organization for the Restoration Costs that Your Organization incurs because of the alteration, destruction, damage or Loss of Digital Assets that commences during the Policy Period resulting solely and directly from a Security Compromise but only if such Security Compromise commenced on or after the Retroactive Date

H PCI DSS ASSESSMENT

"We" shall pay on "Your" behalf Damages and Claim Expenses that "You" become legally obligated to pay in excess of the applicable retention resulting from a PCI DSS Assessment first made against "You" and reported to "Us" during the "Policy Period" or "Extended Reporting Period" arising out of a Wrongful Act on or after the "Retroactive Date" and before the end of the "Policy Period"

II DEFENSE, SETTLEMENT, AND INVESTIGATION OF CLAIMS

- A "We" shall have the right and duty to defend, subject to the applicable policy aggregate limit and applicable Sublimits Of Liability, exclusions and other terms and conditions of this Policy, any Claim against "You" seeking Damages which are payable under the terms of this Policy, even if any of the allegations of the Claim are groundless, false, or fraudulent and "We" shall have the right to appoint defense counsel.

We agree that "You" may settle any Claim where the Damages and Claim Expenses do not exceed fifty percent (50%) of the Retention provided the entire Claim is resolved and "You" receive a full release from all claimants.

"We shall have the right to make any investigation We deem necessary including without limitation any investigation with respect to the 'Application' and statements made in the 'Application' and with respect to coverage

The applicable Policy Aggregate Limit and Sublimits Of Liability available to pay 'Damages' and Losses shall be reduced and may be completely Exhausted by payment of 'Claim Expenses Damages', Losses 'Claim Expenses Crisis Management Costs and Breach Response Costs shall be applied against the applicable retention 'You' pay

- B "We" shall not settle any Claim" without Your consent If You refuse to consent to a settlement or compromise We recommend and acceptable to the claimant and elect to contest the Claim then
- 1 Subject to the applicable limit of liability our liability for any Damages" and "Claim Expenses shall not exceed
 - a the amount for which the Claim" could have been settled plus the Claim Expenses incurred prior to the date of such refusal, and
 - b fifty percent (50%) of the "Damages and Claim Expenses in excess of the amount in a above incurred in such Claim provided that "You" bear the remaining fifty percent 50% of the Damages and "Claim Expenses in excess of the amount in a above incurred in such Claim uninsured and at Your own risk and
 - 2 We shall have the right to withdraw from the further defense of such "Claim by tendering control of the defense to You

This clause shall not apply to any settlement where the total of the proposed settlement and incurred Claim Expenses do not exceed all applicable retentions

- C We shall not be obligated to pay any Damages" "Losses Claim Expenses", Crisis Management Costs or Breach Response Costs" or to undertake or continue defense of any Claim" after the applicable policy aggregate limit or applicable Sublimits Of Liability has been exhausted by payment of "Damages Losses , "Claim Expenses "Crisis Management Costs and/or "Breach Response Costs or after deposit of the applicable limit of liability in a court of competent jurisdiction and that upon such payment or deposit We shall have the right to withdraw from the further defense thereof by tendering control of said defense to "You"

III TERRITORY

This Policy applies to Claims made and acts, errors or omissions committed or alleged to have been committed anywhere in the world

IV EXCLUSIONS

The coverage under this Policy shall not apply to any Damages "Claim Expenses or Loss incurred with respect to any Claim", or any "Crisis Management Costs Breach Response Costs or other amounts arising out of or resulting directly or indirectly from

- A Bodily Injury except for mental anguish or emotional distress arising out of a Privacy Wrongful Act, or Property Damage"

- B "Your" employment practices or any alleged or actual discrimination against any person or entity on any basis including without limitation race creed color religion ethnic background national origin age handicap disability sex, sexual orientation or pregnancy
- C The failure malfunction or inadequacy of any satellite, any electrical or mechanical failure and/or interruption, including but not limited to electrical disturbance spike brownout or blackout or any outage to gas water, telephone, cable telecommunications or other infrastructure unless such infrastructure is under "Your" operational control however this exclusion shall not apply to any Privacy Wrongful Act that is caused by such electrical or mechanical failure or that is caused by such failure of telephone lines data transmission lines or other infrastructure comprising or supporting the Internet
- D Fire smoke explosion, lightning wind, water, flood earthquake volcanic eruption tidal wave landslide, hail an act of God or any other physical event, however caused
- E Breach of any express implied actual or constructive contract agreement warranty guarantee or promise provided, however this exclusion shall not apply to
 - 1 any liability or obligation "You" would have in the absence of such contract or agreement
 - 2 any breach of "Your" privacy statement or
 - 3 any indemnity by "You" in a written contract or agreement with Your client regarding any Privacy Wrongful Act or Security Wrongful Act" by "You" in failing to preserve the confidentiality or privacy of personal information of customers of "Your" client
- F Any of the following
 - 1 Any presence of pollutants or contamination of any kind
 - 2 Any actual alleged or threatened discharge dispersal release or escape of pollutants or contamination of any kind
 - 3 Any direction or request to test for monitor clean up, remove contain, treat, detoxify or neutralize pollutants or in any way respond to or assess the effects of pollutants or contamination of any kind or
 - 4 Manufacturing mining use sale installation removal distribution of or exposure to asbestos materials or products containing asbestos asbestos fibers or dust
 - 5 Ionizing radiation or contamination by radioactivity from any nuclear fuel or any nuclear waste from the combustion of nuclear fuel
 - 6 Actual potential or alleged presence of mold mildew or fungi of any kind
 - 7 The radioactive toxic or explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof or
 - 8 The existence emission or discharge of any electromagnetic field electromagnetic radiation or electromagnetism that actually or allegedly affects the health safety or condition of any person or the environment or that affects the value marketability condition or use of any property
- G Any of the following
 - 1 Purchase sale offer of or solicitation of an offer to purchase or sell securities or alleged or actual violation of any securities law including but not limited to the provisions of the Securities Act of 1933 or the Securities Exchange Act of 1934 as amended the Sarbanes-Oxley Act of 2002 or any regulation promulgated under the foregoing statutes or any federal state local or foreign laws similar to the foregoing statutes (including Blue Sky laws) whether such law is statutory regulatory or common law,
 - 2 Alleged or actual violation of the Organized Crime Control Act of 1970 (commonly known as Racketeer Influenced And Corrupt Organizations Act or "RICO") as amended or any regulation

- promulgated thereunder, or any federal, state, local or foreign law similar to the foregoing statute whether such law is statutory, regulatory or common law
3. Alleged or actual violation of the responsibilities, obligations or duties imposed upon fiduciaries by the Employee Retirement Income Security Act of 1974, as amended
 4. Alleged or actual anti-trust violations, restraint of trade or unfair competition, including without limitation, violations of the Sherman Act, the Clayton Act or the Robinson Patman Act, or any other federal, state, local or foreign laws regulating the same or similar conduct, provided, however, this exclusion H 4 shall not apply to a Claim for a Multimedia Wrongful Act or Regulatory Claim
- H. Any "Act Of Terrorism" strike or similar labor action, war, invasion, act of foreign enemy, hostilities or warlike operations (whether declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, or any action taken to hinder or defend against these actions, including all amounts, Damages or Claim Expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to the above, however if We allege that by reason of this exclusion any Damages or "Claim Expenses" are not covered by this Policy, the burden of proving the contrary shall be upon "You". However this exclusion does not apply to acts perpetrated electronically
- I. Any of the following
1. Any claim, circumstance, loss, act, error or omission known by "You" prior to the earlier of the inception date of this Policy or, if this Policy is a renewal, the inception date of the earliest policy We issued to You for this coverage, provided it was then reasonably foreseeable that such claim, circumstance, loss, act, error or omission could reasonably give rise to a Claim or Loss covered under this Policy
 2. Any Claim or circumstance previously notified to a prior insurer that could reasonably be expected to be the type of Claim or Loss covered by this Policy, or
 3. Any circumstance occurring, or act, error or omission committed prior to the Retroactive date
- J. Any criminal, dishonest, intentional violation of the law, unfair or deceptive business practice, fraudulent or malicious act, error or omission committed by You with actual criminal, dishonest, fraudulent or malicious purpose or intent, provided, however, this exclusion shall not apply to
1. "Claim Expenses" incurred in defending any such Claim until there is a final adjudication, judgment binding arbitration decision or conviction against You in such Claim, or an admission by You establishing such conduct, or a plea of nolo contendere or no contest by You regarding such conduct, in which event You shall reimburse Us for all Claim Expenses that We have paid and We shall have no further liability for "Claim Expenses" from such Claim, and
 2. any of You who did not personally commit or personally participate in committing or personally acquiesce in such conduct, except that the exclusion shall apply with respect to "Your Organization" if an admission, final adjudication or finding in a proceeding separate or collateral to the Claim establishes that a current principal, partner, director or officer of Your Organization in fact engaged in such conduct
- K. Any Claim made by or on behalf of
1. any person or entity within the definition of "You" against any other Insured person or entity within the definition of "You" provided this exclusion shall not apply to an otherwise covered Claim under Coverage A made by a current or former Employee of Your Organization, or
 2. Any entity which
 - a. Is operated, managed or controlled by You or in which You have an ownership interest in excess of fifteen percent (15%) or in which You are an officer or director, or

- b Operates controls or manages Your Organization or has an ownership interest of more than fifteen percent (15%) in Your Organization
- L Your activities as a trustee partner officer director or Employee of any Employee trust charitable organization corporation company or business other than Your Organization
- M Any alleged or actual infringement or violation of patent rights or misappropriation theft copying display or publication of any trade secret by or with active cooperation participation or assistance of You any of Your former Employees Subsidiaries directors officers partners trustees or any of Your successors or assignees or
- N Any trading losses or trading liabilities the monetary value of any electronic fund transfers or transactions by or on behalf of "You" which is lost, diminished or damaged during transfer from into or between accounts, or the face value of coupons, price discounts prizes awards or any other valuable consideration given in excess of the total contracted or expected amount
- O We will not provide coverage and will not be liable to pay any Claim or provide any benefit hereunder to the extent that the provision of such coverage payment of such "Claim" or provision of such benefit would expose Us to any sanction prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union United Kingdom or United States of America

With respect to Insuring Coverage G only this Policy does not apply to any "Loss" arising out of or resulting directly or indirectly from

- P Any costs of updating upgrading or remediation of Your "Computer systems or Your Digital Assets provided however this exclusion shall not apply to Restoration Costs otherwise covered under Coverage G 2
- Q Any failure of
 - 1 Telephone lines
 - 2 Data transmission lines or wireless communications connection or
 - 3 Other telecommunications equipment facilities or electronic infrastructure including equipment facilities or infrastructure that supports the operation of computer networks including the internet which are Used to transmit or receive voice or data communications and which are not under Your direct operational control or if applicable, not under the direct operational control of Your Service Provider"
- R Any seizure confiscation nationalization or destruction of or damage to or "Loss" of Use of any digital asset or Your Computer Systems by order of any governmental authority
- S Ordinary wear and tear gradual deterioration of or failure to maintain Digital Assets or Computer systems on which Digital Assets" are processed or stored whether owned by You or others
- T The physical Loss of damage to or destruction of tangible property including the Loss of use thereof provided, however tangible property does not include Digital Assets" but does include all computer hardware
- U any form of third (3rd) party liability or other legal liability, including but not limited to any lawsuits claims or demands by any third (3rd) party Employee officer director or partner

NOTE Exclusions P thru U apply to Insuring Coverage G only

V DEFINITIONS

A "Act Of Terrorism" means

- 1 any act certified an Act Of Terrorism pursuant to the federal Terrorism Risk Insurance Act of 2002 or otherwise declared an "Act Of Terrorism" by any government
- 2 any act committed by any person or group of persons designated by any government as a terrorist or terrorist group or any act committed by any person or group of persons acting on behalf of or in connection with any organization designated by any government as a terrorist organization or
- 3 the use of force or violence and/or the threat thereof by any person or group of persons whether acting alone or on behalf of or in connection with any organization or government committed for political religious ideological or similar purposes including the intention to influence any government and/or put the public or any section of the public in fear

B "Application" means all applications including any attachments thereto and all other information and materials submitted by You or on "Your behalf to Us" in connection with the underwriting of this Policy

C "Bodily Injury" means injury to the body sickness or disease sustained by any person and where resulting from such injuries mental anguish mental injury shock humiliation emotional distress loss of consortium or death

D "Breach Response Costs" means the following fees costs charges or expenses if reasonable and necessary that You incur in responding to a "Security Breach" during the period of twelve (12) months after You first learn of such "Security Breach"

- 1 computer forensic professional fees and expenses to determine the cause and extent of such "Security Breach"
- 2 costs to notify customers or Employees affected or reasonably believed to be affected by such Security Breach including printing costs publishing costs postage expenses call center costs or costs of notification via phone or e mail
- 3 legal fees and expenses to determine whether You are obligated under applicable Privacy Regulations to notify applicable regulatory agencies or customers or Employees affected or reasonably believed to be affected by such Security Breach effect compliance with any applicable Privacy Regulations draft the text of privacy notifications to customers or "Employees" affected or reasonably believed to be affected by such Security Breach and coordinate the investigation of such Security Breach or
- 4 Credit Monitoring Expenses
Provided however 'We shall have no obligation to reimburse You" for such Breach Response Costs unless
(a) You provide an opinion that 'You' are obligated under applicable Privacy Regulations to notify regulatory authorities customers or Employees affected or reasonably believed to be affected by such Security Breach or
(b) You' voluntarily incur such Breach Response Costs' with Our prior written consent

Breach Response Costs' do not include "Your' overhead expenses or any salaries wages fees or benefits of Your" Employees'

E "Business Income Loss" means

- 1 Earnings Loss , and/or
- 2 Expenses Loss

Business Income Loss does not include

- 1) any contractual penalties,
- 2) any costs or expenses incurred to update upgrade replace restore or otherwise improve any "Computer System" or Digital Assets to a level beyond that which existed prior to a Network Disruption
- 3) any costs or expenses incurred to identify remove or remediate computer program errors or vulnerabilities or costs to update upgrade replace restore maintain or otherwise improve any "Computer System" or "Digital Assets" or
- 4) any legal costs or expenses or "Loss" arising out of liability to any third (3rd) party
- 5) any Loss incurred as a result of unfavourable business conditions or
- 6) any other consequential "Loss" or damage

F "Claim" means

- 1 A written demand received by You for money or services including the service of a civil suit or institution of arbitration proceedings,
- 2 Initiation of a civil suit against "You" seeking injunctive relief (meaning a temporary restraining order or a preliminary or permanent injunction)
- 3 Solely with respect to Coverage B a "Regulatory Claim" made against You
- 4 A "PCI DSS Assessment" or
- 5 Solely with respect to Coverage F, a "Cyber Extortion Threat" made against You

Multiple Claims arising from the same or a series of related or repeated acts, errors, or omissions or from any continuing acts errors or omissions shall be considered a single Claim for the purposes of this Policy irrespective of the number of claimants or You involved in the Claim All such Claims shall be deemed to have been made at the time of the first such Claim was made or deemed made under Section IX A

G "Claim Expenses" means

- 1 reasonable and necessary fees charged in the defense or settlement of a Claim by an attorney whom We designate or whom "You" designate with our prior written consent, such consent not to be unreasonably withheld and
- 2 all other legal costs and expenses resulting from the investigation adjustment defense and appeal of a Claim if incurred by "Us" or by You with Our prior written consent however, Claim Expenses do not include "Your" overhead expenses or any salaries wages fees or benefits of "Your employees" for any time spent in cooperating in the defense or investigation of any Claim or circumstance that might lead to a Claim

H "Computer System" means electronic wireless web or similar systems (including all hardware and software) used to process data or information in an analog digital electronic or wireless format including computer programs electronic data operating systems and components thereof, including but not limited to laptops personal digital assistants, cellular phones media storage and peripheral devices media libraries associated input and output devices networking equipment and electronic backup equipment With respect to Insuring Coverage G only Computer System means a Computer System over which You have direct operational control or that is under the direct operational control of a Service Provider used to process maintain or store Your "Digital Assets"

I "Consumer Redress Funds" means any sums of money "You" are legally required to deposit in a fund for the payment of consumer "Claims" due to a settlement of, or an adverse judgment in a Regulatory Claim

- ²
J **"Credit Monitoring Expenses"** means the reasonable and necessary expense of providing free credit report identity theft protection services credit monitoring services credit freezes, healthcare fraud monitoring services fraud alerts or call center services for customers affected or reasonably believed to be affected by a Security Breach provided however We shall not be obligated to reimburse You for more than one (1) year of credit monitoring services or identity theft protection services for customers who are at least eighteen (18) years old unless there is a rule regulation court ruling requirement by a regulator or statutory requirement requiring otherwise
- K** **"Crisis Management Costs"** means any reasonable and necessary fees and expenses You incur with Our prior written consent to employ a public relations consultant to avert or mitigate any material damage to any of "Your" brands due to a Newsworthy Event that has arisen due to a Security Breach or a "Claim" or "Regulatory Claim" for a "Privacy Wrongful Act" regardless of whether the expenses are incurred prior or subsequent to any such Claim or "Regulatory Claim" being made against You
- L** **Cyber-Extortion Threat** means a credible threat or connected series of threats made by someone other than a director trustee or partner of Your Organization
- 1 to introduce "Malicious Code" into "Your" "Computer System",
 - 2 to interrupt "Your" Computer System or interrupt access to "Your" Computer System such as through a denial of service attack
 - 3 to corrupt damage or destroy Your Computer System or
 - 4 to disseminate, divulge or improperly utilize any personal or confidential corporate information residing on "Your" Computer Systems taken as a result of a "Network Disruption"
- M** **"Cyber-Extortion Payment"** means any sum paid to or at the direction of any third (3rd) party that You reasonably believe to be responsible for a "Cyber-Extortion Threat", provided that
- 1 You obtain Our written consent prior to making such Cyber Extortion Payment
 - 2 You make such "Cyber-Extortion Payment" to terminate the "Cyber Extortion Threat", and
 - 3 the "Cyber Extortion Payment" does not exceed the amount We reasonably believe would have been incurred had such "Cyber Extortion Payment" not been made
- N** **"Cyber-Extortion Expenses"** means the reasonable and necessary expenses "You" incur with "Our" approval in evaluating and responding to a "Cyber Extortion Threat" However "Cyber Extortion Expenses" do not include "Your" overhead expenses or any salaries wages fees or benefits of "Your Employees"
- O** **"Damages"** means
- 1 Solely with respect to Coverages A D and E a monetary judgment award or settlement including
 - a Pre judgment interest
 - b Post judgment interest that accrues after entry of the judgment or award and before We have paid offered to pay or deposited in court that part of the judgment or award within the applicable limit of liability and
 - c subject to this Policy's terms conditions and exclusions punitive or exemplary "Damages" (where insurable by the applicable law that most favors coverage for such "Damages") and
 - 2 Solely with respect to Coverage B "Regulatory Fines" and "Consumer Redress Funds"
 - 3 Solely with respect to Coverage H "PCI DSS Assessments"

"Damages" shall not include or mean

- 1 Your future profits, restitution, or disgorgement of profits, or Your cost to comply with any order granting injunctive or non-monetary relief, including specific performance, or any agreement to provide such relief.
- 2 Your return or offset of fees, charges, royalties, or commissions for goods or services already provided or contracted to be provided,
- 3 Fines or penalties of any nature, except Regulatory Fines, Consumer Redress Funds, and PCI DSS Assessments, as identified above.
- 4 Any amount You are not financially or legally obligated to pay.
- 5 Multiple Damages, or
- 6 Matters that may be deemed uninsurable under the law pursuant to which this Policy may be construed.

- P "Denial of Service Attack"** means inability of a third (3rd) party to gain access to Your Computer Systems through the Internet due to unauthorized attacks or deliberate overloading of band with connections and/or web servers by means of the sending of substantial quantities of repeat or irrelevant communication or data with the intent of blocking access to the Computer system by third (3rd) parties.
- Q "Digital Assets"** means any electronic data, including personally identifiable, non-public information, or computer software over which You have direct control or for which such control has been contractually assigned by Your Organization to a "Service Provider." Digital Assets do not include computer hardware of any kind.
- R "Earnings Loss"** means the difference between the revenue that Your Organization would have earned based on reasonable projections and the variable costs that would have been incurred, but which Your Organization would have saved as a result of not earning that revenue.
- S "Employee"** means any individual in Your Organization's service, including any part-time, seasonal, and temporary Employee who is compensated by salary, wages, fees, or commissions and over whom You have the right to direct and control, but excluding any partner or director of Your Organization.
- T "Expenses Loss"** means the additional expenses Your Organization incurred to minimize the suspension of business and to continue operations during the "Period of Restoration" that are over and above the cost that Your Organization reasonably and necessarily would have incurred to conduct Your business had no "Network Disruption" occurred. These additional expenses do not include any Restoration Costs, or any actual, reasonable and necessary expenses You incur in response to a Network Disruption in order to prevent, minimize or mitigate any further damage to Your Digital Assets, minimize the duration of a Network Disruption, or preserve critical evidence of any wrongdoing.
- U "Extended Reporting Period"** means the period of time after the end of the "Policy Period" for reporting Claims, as provided in Section VIII of this Policy.
- V "Intranet"** means a private computer network inside a company or organization that uses the same kinds of software found on the Internet, but only for internal use.
- W "Internet"** means the worldwide public network of computer networks which enables the transmission of electronic data between different users, commonly referred to as the Internet, including a private communications network existing within a shared or public network platform.

X "Loss(es)" means

- 1 "Business Income Loss"
- 2 "Restoration Costs", and
- 3 "Cyber-Extortion Payments" and "Cyber Extortion Expenses"

All "Losses" arising from the same or related underlying facts, circumstances, situations, transactions or events or related "Security Compromises" shall be deemed a single "Loss"

Y "Malicious Code" means any unauthorized and corrupting or harmful computer code, including but not limited to computer viruses, spyware, Trojan horses, worms, logic bombs, and mutations of any of the proceeding

Z "Media Content" means data, digital code, images, graphics, sounds, text or any other similar material

AA "Multimedia Wrongful Act" means any of the following acts committed in the ordinary course of "Your Organizations" business in gathering, communicating, reproducing, publishing, disseminating, displaying, releasing, transmitting or disclosing "Media content" via any "Computer System" that "You" own or operate or is operated on "Your" behalf by a third (3rd) party, including any web based social media authorized or operated by "Your" Organization or any "Internet" or "Intranet" website, or via any non electronic media:

- 1 defamation, libel, slander, product disparagement, trade libel, infliction of emotional distress, outrage, outrageous conduct, or other tort related to disparagement or harm to the reputation or character of any person or organization,
- 2 invasion of or interference with the right to privacy or publicity,
- 3 false arrest, detention or imprisonment or malicious prosecution,
- 4 infringement of any right to private occupancy, including trespass, wrongful entry, eviction or eavesdropping,
- 5 infringement of copyright, domain name, trade dress, title or slogan, or the dilution or infringement of trademark, service mark, service name or trade name,
- 6 plagiarism, piracy or misappropriation of ideas, or
- 7 liability regarding any Media Content for which "You" are responsible,

provided always that any "Multimedia Wrongful Act" was committed or alleged to have been committed by "You" or any person for whom or entity for which "You" are legally responsible, including an independent contractor or outsourcing organization.

BB "Newsworthy Event" means an event that has been caused by a "Claim" or "Security Breach" within one of the coverages which "You" have purchased, that has been publicized through any media channel, including television, print media, radio or electronic networks, the "Internet" and/or electronic mail.

CC "Network Disruption" means any of the following events:

- 1 A detectable failure, interruption or degradation of the operation of "Your" "Computer System" or
- 2 The denial, restriction or hindrance of access to or use of "Your" "Computer System" or "Your Digital Assets" by any party who is otherwise authorized to have access.

More than one such event that results from the same or related underlying facts, circumstances, situations, transactions or "Security Compromises" shall be considered a single "Network Disruption" which commences on the date of the earliest of such events.

DD **PCI DSS Assessment(s)** means a written demand received by You from Your Acquiring Bank or a card association (MasterCard, VISA, Discover, American Express or JCB) for a monetary assessment of a penalty or fine due to Your non-compliance with PCI Data Security Standards further to the terms of Your Merchant Services Agreement

EE **PCI Data Security Standards** (known as PCI DSS) means the published data security standard in effect now or as hereafter amended that all merchants and processors must follow when storing, processing and transmitting cardholder data

FF **Period of Restoration** means the time period from the commencement of a Network Disruption to the earlier of

- 1 the date that Your "Computer System" is, or with reasonable diligence could have been restored to the condition and functionality that existed immediately prior to the Network Disruption or
- 2 sixty (60) consecutive days after the termination of the "Network Disruption"

GG **Policy Period** means the period of time from the effective date to the expiration date specified in the Policy or any earlier cancellation date

HH **Privacy Breach** means a common law breach of confidence, infringement, or violation of any rights to privacy, including but not limited to breach of Your privacy statement, breach of a person's right of publicity, false light, intrusion upon a person's seclusion, public disclosure of a person's private information, or misappropriation of a person's picture or name for commercial gain

II **Privacy Regulations** means any federal, state, local or foreign statute or regulation requiring You to limit or control the collection, use of, or access to personally identifiable non-public information in Your possession or under Your control or obligating You to inform customers of the Unauthorized Access to or disclosure of such personally identifiable non-public information, including the following statutes and regulations

- 1 The Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) including Title II requiring protection of confidentiality and security of electronic protected health information and as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) any rules and regulations promulgated thereunder as they currently exist and as amended and any related state medical privacy laws as they currently exist and as amended
- 2 The Gramm-Leach-Bliley Act of 1999 also known as the Financial Services Modernization Act of 1999 including sections concerning security protection and standards for customer records maintained by financial services companies and the rules and regulations promulgated thereunder as they currently exist and as amended
- 3 Section 5(a) of the Federal Trade Commission Act, 15 U.S.C. 45(a) but solely with respect to alleged unfair or deceptive acts or practices in or affecting commerce
- 4 Federal, state or local privacy protection regulations or laws, such as the California Database Protection Act of 2003 (previously called SB 1386), as they currently exist now or may be amended associated with the control and use of, or limiting Unauthorized Access to personal information including but not limited to requirements to post privacy policies, adopt specific privacy controls, or inform customers of breaches of security that has or may impact their personal information
- 5 Federal, state or local data breach regulations or laws as they currently exist now or in the future imposing liability for failure to take reasonable care to guard against Unauthorized Access to credit or debit account information that is in Your possession or under Your control
- 6 Identity Theft Red Flags under the Fair and Accurate Credit Transactions Act of 2003
- 7 Federal and state consumer credit reporting laws such as the Federal Fair Credit Reporting Act (FCRA) and the California Consumer Credit Reporting Agencies Act (CCCRAA)
- 8 the Children's Online Privacy Protection Act of 1998 or

9 Privacy protection regulations or laws adopted by countries outside of the United States such as the EU Data Protection Directive and the Canadian Personal Information Protection and Electronic Documents Act as they currently exist now or may be amended associated with the collection, control and use of, or limiting "Unauthorized Access" to personal information

JJ "Privacy Wrongful Act" means any Privacy Breach or breach of Privacy Regulations" committed by "You" or by any person or entity for which You are legally responsible including an independent contractor or outsourcing organization

KK "Property Damage" means physical injury to or destruction of any tangible property including the loss thereof Data is not considered tangible property

LL "Regulatory Claim" means

- 1 any request for information civil investigative demand or formal investigation of "You" by an administrative or regulatory agency or similar governmental body concerning a Privacy Breach or possible breach of Privacy Regulations" or
- 2 any administrative adjudicative proceeding against "You" by an administrative or regulatory agency or similar governmental body for a breach of "Privacy Regulations"

MM "Regulatory Fines" means fines, penalties, or sanctions awarded for a violation of any Privacy Regulation

NN Restoration Costs" means the actual, reasonable and necessary costs "You" incur to replace restore or re-create Your Digital Assets" to the level or condition at which they existed prior to sustaining any Loss If such Digital Assets" cannot be replaced restored or recreated then "Restoration Costs" will be limited to the actual reasonable and necessary costs You incur to reach this determination Restoration Costs do not include

- 1 any costs You incur to replace restore or recreate any of Your" Digital Assets that were not subject to regular network back-up procedures at the time of the "Loss"
- 2 any costs or expenses incurred to update upgrade, replace restore or otherwise improve Your Digital Assets to a level beyond that which existed prior to sustaining any "Loss"
- 3 any costs or expenses incurred to identify remove or remediate computer program errors or vulnerabilities, or costs to update upgrade replace restore maintain or otherwise improve any Computer System or
- 4 the economic or market value of any Digital Assets" including trade secrets

OO Retroactive Date means the date specified in the Policy

PP "Security Breach" means

- 1 the loss or disclosure of personal non public information of customers or "Employees" in Your care custody or control including such information stored on paper or on a Computer System" operated by You or on Your" behalf or
- 2 "Theft of data "Unauthorized Access to or "Unauthorized use of personal non-public information of customers or Employees in Your care custody or control including such information stored on paper or on a Computer System operated by You or on Your behalf

that results in or may result in the compromise of the privacy or confidentiality of such personal non public information

More than one Security Breach arising from the same or a series of continuous repeated or related acts, errors, or omissions shall be considered a single Security Breach which shall be deemed to have first occurred at the time of the first such Security Breach

QQ "Security Compromise" means

- 1 The "Unauthorized Access or use of Your Computer System" or Your Digital Assets
- 2 The unauthorized transmission of computer code into Your Computer System" that causes Loss or damage to Your Digital Assets or
- 3 A Denial of Service Attack" on 'Your' "Computer System" that causes Loss or damage to 'Your' "Digital Assets"

RR "Security Wrongful Act" means any act, error, or omission committed by 'You' or a person or entity for which "You" are legally responsible including an independent contractor or outsourcing organization, in the conduct of " Computer Systems" security and the protection of the security and confidentiality of 'Your' customer records or information that results in -

- 1 The inability of a third (3rd) party who is authorized to do so to gain access to "Your "Computer Systems"
- 2 The failure to prevent or hinder "Unauthorized Access" to or unauthorized use of a Computer System operated by "You" or on 'Your' behalf, the failure to prevent physical theft of hardware or firmware "You" control the failure to prevent people or processes security failures or the failure to prevent false communications designed to trick the user into surrendering personal information (such as "phishing pharming" or "vishing") any of which results in
 - a The alteration copying corruption destruction or deletion of or damage to electronic data on a Computer System" operated by 'You' or on "Your" behalf
 - b Unauthorized disclosure of commercial, personal or private information
 - c Theft of data (including identity theft) or
 - d Denial of service attacks against "Internet" sites or Computer Systems' of a third (3rd) party or
- 3 The failure to prevent transmission of 'Malicious code' from a Computer System operated by "You" or on 'Your' behalf to a third (3rd) party's "Computer System"

SS "Service Provider" means any third (3rd) party that is responsible for the processing maintenance, protection or storage of Your "Digital Assets" pursuant to a written contract directly with "Your Organization". A Service Provider does not include any provider of telecommunications services including Internet access to You

TT "Subsidiary" means any corporation where more than fifty percent (50%) of the outstanding securities representing the present right to vote for the election of such corporation's directors are owned by the Named Insured directly or indirectly if such corporation was so owned on the inception date of this Policy or

- 1 becomes so owned after the inception date of this Policy provided the revenues of the newly acquired corporation do not exceed fifteen percent (15%) of 'Your Organization's' annual revenues as set forth in its most recent audited financial statement or
- 2 becomes so owned after the inception date of this Policy provided that if the revenues of the newly acquired corporation exceed fifteen percent (15%) of "Your Organization's" annual revenues as set forth in its most recent audited financial statement the provisions of Section IX G must be fulfilled

UU "Theft Of Data" means the unauthorized taking misuse or disclosure of information on Computer Systems including but not limited to charge debit or credit information banking, financial and investment services account information proprietary information and personal private or confidential information

VV **Unauthorized Access** means the gaining of access to a Computer System by an unauthorized person or an authorized person in an unauthorized manner

WW **Unauthorized Use** means the Use of a Computer System by an unauthorized person or persons or an authorized person in an unauthorized manner

XX **We, Us or Our** means the underwriters providing this insurance

YY **You or Your or Yours** means

- 1 the entity named in the Policy (Named Insured) and its Subsidiaries" (together Your Organization)
- 2 Any present or future director officer or trustee of Your Organization , but only with respect to the performance of his or her duties as such on behalf of 'Your Organization'
- 3 Any present or future Employee of Your Organization but only with respect to work done while acting within the scope of his or her employment and related to the conduct of Your Organization's" business
- 4 In the event that the Named Insured is a partnership, limited liability partnership, or limited liability company then any general or managing partner principal or owner thereof but only while acting within the scope of his or her duties as such,
- 5 Any person who previously qualified as "You" under 2 3 or 4 above prior to the termination of the required relationship with Your Organization but only with respect to the performance of his or her duties as such on behalf of Your Organization and
- 6 The estate heirs executors administrators, assigns and legal representatives of any of You in the event of Your death incapacity insolvency or bankruptcy but only to the extent that You would otherwise be provided coverage under this insurance
- 7 Any agent or independent contractor including any distributor licensee or sub licensee but only while acting on Your behalf at Your direction, and under Your control
- 8 Any third (3rd) party entity (including a HIPAA Covered Entity) required by contract to be named as an insured under this Policy but only in respect of sums which they become legally obligated to pay (including liability for claimants costs and expenses) as a result of a Claim arising solely out of an act error or omission committed by You provided that
 - a) You contracted in writing to indemnify the third (3rd) party for such a "Claim prior to it first being made against them and
 - b) had the Claim been made against You then "You" would be entitled to indemnity under this Policy

As a condition to Our indemnification of any third (3rd) party they shall prove to Our satisfaction that the Claim arose solely out of an act error or omission committed by You and where a third (3rd) party is indemnified as an additional Insured as a result it is understood and agreed that any Claim made by that third (3rd) party against "You shall be treated by Us as if they were a third (3rd) party not an additional Insured

VI LIMITS OF LIABILITY

- A The amount indicated in the Policy as stated within the Limits of Liability (herein the Policy Aggregate Limit of Liability) is the most "We" will pay in the aggregate under this Policy under all coverages combined for
- 1 all "Damages", including Regulatory Fines Consumer Redress Funds and all Claim Expenses from all "Claims"
 - 2 all Crisis Management Costs and Breach Response Costs from all Security Breaches and
 - 3 all Losses
- regardless of the number of acts errors, or omissions, persons or entities covered by this Policy claimants Claims "losses" or Security Breaches or Coverages triggered
- B When purchased as indicated in the Policy as stated within the Limits of Liability
- 1 the amount indicated as the Per Claim/Breach Sublimit of Liability applicable to Coverage A is the most "We" will pay for all "Damages" and Claim Expenses from each "Claim" arising out of a privacy act subject to the amount indicated as the Aggregate Sublimit of Liability under Coverage A for all "Damages" and "Claim Expenses" from all such "Claims"
 - 2 the amount indicated as the Per Claim/Breach Sublimit of Liability applicable to Coverage B is the most "We" will pay for all "Regulatory Fines" "Consumer Redress Funds" and "Claim Expenses" from each "Regulatory Claim" arising out of a privacy act, subject to the amount indicated as the Aggregate Sublimit of Liability under Coverage B for all "Regulatory Fines" and "Claim Expenses" from all such "Claims",
 - 3 the amount indicated as the Per Claim/Breach Sublimit of Liability applicable to Coverage C is the most "We" will pay for all "Crisis Management Costs" and "Breach Response Costs" from each "Security Breach", subject to the amount indicated as the Aggregate Sublimit of Liability under Coverage C for all "Crisis Management Costs" and "Breach Response Costs" from all "Security Breaches"
 - 4 the amount indicated as the Per Claim/Breach Sublimit of Liability applicable to Coverage D is the most "We" will pay for all "Damages" and "Claim Expenses" from each "Claim" arising out of a security act subject to the amount indicated as the Aggregate Sublimit of Liability under Coverage D for all "Damages" and "Claim Expenses" from all such "Claims" and
 - 5 the amount indicated as the Per Claim/Breach Sublimit of Liability applicable to Coverage E is the most "We" will pay for all "Damages" and "Claim Expenses" from each "Claim" arising out of a Multimedia Wrongful Act subject to the amount indicated as the Aggregate Sublimit of Liability under Coverage E for all "Damages" and "Claim Expenses" from all such "Claims" and
 - 6 the amount indicated as the Sublimit of Liability applicable to Coverage F is the most "We" will pay for all Cyber Extortion Payments and Cyber Extortion Expenses from each "Cyber Extortion Threat" and all Cyber Extortion Threats in the aggregate and
 - 7 the amount indicated as the Sublimit of Liability applicable to Coverage G is the most "We" will pay for all Business Income "Loss" and from each Security Compromise and all Security Compromises in the aggregate "Restoration Costs" from each Security Compromise and all Security Compromises in the aggregate such Per Claim/Breach/Cyber Extortion Threat /Security Compromise Sublimit of Liability and Aggregate Sublimit of Liability being referred to herein as the "Sublimits of Liability" each of which is part of and not in addition to the Policy Aggregate Limit
- C If any Claim or any single Claim is covered under more than one Coverage the highest applicable Sublimit of liability shall be the most "We" shall pay as to such Claim or single Claim and such Claim or single Claim shall be subject to the highest applicable retention

VII RETENTIONS

The retention for each Coverage is stated in the Policy. The applicable retention shall be first applied to "Damages," "Claim Expenses," "Losses," "Crisis Management Costs," and "Breach Response Costs" covered by this Policy and "You" shall make direct payments within the retention to appropriate other parties designated by "Us." "We" shall be liable only for the amounts in excess of the retention, not to exceed the applicable "Sublimit of liability" or Policy Aggregate Limit.

With respect to Coverages A, B, D, E and G the retention shall be satisfied by "Your" payments of "Damages" and "Claim Expenses" resulting from "Claims" first made and reported to "Us" during the "Policy Period" or "Extended Reporting Period." One retention shall apply to each single "Claim" or "Loss" under such Coverages.

With respect to Coverage C and F, the retention shall be satisfied by "Your" payments of "Crisis Management Costs" and "Breach Response Costs" resulting from a "Security Breach" that occurred during the "Policy Period" and is reported by "You" to "Us" during the "Policy Period" or "Extended Reporting Period." One retention shall apply to each single "Security Breach" under such Coverage.

With respect to Coverage G, the applicable retention amount set forth in the Policy applies once the "Period of Restoration" resulting from a "Network Disruption" has exceeded the "Waiting Period" in hours set forth in the Policy; then the "Business Income Loss" applicable to the retention amount set forth in the Policy shall be computed as of the commencement of such "Network Disruption."

At "Our" sole and absolute discretion, "We" may pay all or part of the applicable retention, in which case "You" agree to repay "Us" immediately after "We" notify "You" of the payment. The applicable retention shall first be applied to any "Loss" covered by this Policy that is paid by "Us" or by "You" with "Our" prior written consent.

VIII EXTENDED REPORTING PERIOD

- A. Basic "Extended Reporting Period." In the event of cancellation or non-renewal of this Policy by "You" or "Us," an "Extended Reporting Period" of sixty (60) days immediately following such cancellation or non-renewal shall be automatically granted hereunder at no additional premium. Such "Extended Reporting Period" shall cover "Claims" first made and reported to "Us" during such sixty (60) day "Extended Reporting Period" but only in respect of any act, error, or omission committed prior to the date of cancellation or non-renewal and subject to all other terms, conditions, and exclusions of this Policy. No "Claim" in such sixty (60) day extended reported period shall be covered under this Policy if "You" are entitled to indemnity under any other insurance or would have been entitled to indemnity under such insurance but for the exhaustion thereof.
- B. Optional "Extended Reporting Period." In the event of cancellation or non-renewal of this Policy by "You" or "Us," "You" shall have the right, upon payment in full and not proportionally or otherwise in part, of hundred percent (100%) of the annual premium shown in the Policy, to have issued an endorsement providing a twelve (12) month optional "Extended Reporting Period" from the cancellation or non-renewal date.
 - 1. Such optional "Extended Reporting Period" shall cover "Claims" made and reported to "Us" during this optional "Extended Reporting Period" but only in respect of any "Claim" arising out of any act, error, or omission committed prior to the date of cancellation or non-renewal, and subject to all other terms, conditions, and exclusions of the Policy.

- 2 In order for "You" to invoke the optional Extended Reporting Period the payment of additional premium as stated in this provision must be paid to "Us" within thirty (30) days of the non renewal or cancellation
- 3 At the commencement of the optional Extended Reporting Period the entire premium shall be deemed fully earned and in the event "You" terminate the optional Extended Reporting Period for whatever reason prior to its natural expiration "We" will not be liable to return any premium paid for the optional Extended Reporting Period

C Terms and conditions of basic and optional Extended Reporting Period

- 1 At renewal of this Policy "Our" quotation of different premium retention or limit of indemnity or changes in policy language shall not constitute non renewal by "Us" for the purposes of granting the optional Extended Reporting Period
- 2 The right to the Extended Reporting Period shall not be available to "You" where "We" cancel or non-renew due to non payment of premium
- 3 The limit of liability for the Extended Reporting Period shall be part of and not in addition to the limit of liability for the Policy Period
- 4 All notices and premium payments with respect to the Extended Reporting Period shall be directed to "Us" through the entity named in the Policy

IX TERMS AND CONDITIONS

A. NOTICE OF CLAIM OR CIRCUMSTANCE THAT MIGHT LEAD TO A CLAIM

- 1 If any Claim is made against "You" during the Policy Period then as soon as practicable after "You" become aware of such Claim "You" must forward to "Us" through persons named in the Policy every demand notice summons or other process "You" or "Your" representative receive
- 2 If during the Policy Period "You" becomes aware of any act error or omission that might reasonably give rise to a Claim or Loss "You" must give written notice to "Us" through persons named in the Policy as soon as practicable during the Policy Period of
 - a The specific details of the act error or omission that might reasonably give rise to a Claim or Loss
 - b The possible damage which may result or has resulted from the act error or omission
 - c The facts by which "You" first became aware of the act error omission or Loss and
 - d Any Computer System security and event logs which provide evidence of the act error or omission

Any subsequent Claim made against "You" arising out of such act error or omission or Loss which is the subject of the written notice will be deemed to have been made at the time written notice complying with the above requirements was first given to "Us"

- 3 A Claim or Loss shall be considered to be reported to "Us" when notice is first given to "Us" through persons named in the Policy or when notice of a Wrongful Act which might reasonably give rise to a Claim is first provided in compliance with IX A 2 above
- 4 If "You" report any Claim Loss or request any payment under this Policy knowing such Claim Loss or request to be false or fraudulent as regards amounts or otherwise this Policy shall become null and void and all coverage hereunder shall be forfeited

- 5 Whenever coverage under this Policy would be lost because of non compliance of Section IX A 1 relating to the giving of notice of "Claim" or "Loss" to "Us" with respect to which any other of "You" shall be in default solely because of the failure to give such notice or concealment of such failure by one or more "You" responsible for the loss or damage otherwise insured hereunder then We agree that such insurance as would otherwise be afforded under this Policy shall cover and be paid with respect to those of "You" who did not personally commit or personally participate in committing or personally acquiesce in such failure to give notice provided that those of "You" entitled to the benefit of this provision under Section IX A 1 have complied with such condition promptly after obtaining knowledge of the failure of any others of "You" to comply therewith and any such "Claim" or "Loss" was reported during the "Policy Period" or "Extended Reporting Period" if applicable

However such insurance as afforded by this provision shall not cover a "Claim" or "Loss" against "Your Organization" if a current principal partner director or officer failed to give notice as required by Section IX A 1 for a "Claim" or "Loss" against "Your Organization" arising from acts errors or omissions that were known to a current principal partner director or officer

B ASSISTANCE AND COOPERATION

- 1 "You" shall cooperate with "Us" in all investigations "You" shall execute or cause to be executed all papers and render all assistance as requested by "Us" Part of this assistance may require "You" to provide soft copies of "Your" system security and event logs
- 2 Upon "Our" request "You" shall assist in making settlements in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to "You" because of acts errors or omissions with respect to which insurance is afforded under this Policy and "You" shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses
- 3 "You" shall not admit liability, make any payment assume any obligation incur any expense enter into any settlement stipulate to any judgment or award or dispose of any "Claim" without "Our" written consent unless otherwise provided under Section II
- 4 As soon as practicable after "You" give "Us" notice of any "Claim", circumstance, "Loss" or "Security Breach" "You" must also give "Us" copies of reports photographs investigations pleadings and all other papers in connection therewith including allowing "Us" to question "You" under oath at such times as may be reasonably required regarding "Your Organization's" books records and any other matters relating to such "Security Breach" or "Claim"
- 5 In the event of a "Security Breach" or "Loss" "You" must take all reasonable steps to protect "Computer Systems" and personally identifiable non public information from further access disclosure loss or damage

C DUTIES

1 DUTIES IN THE EVENT OF A CYBER EXTORTION THREAT (applicable to Coverage F only)

"You" must assure that the following are done if "You" notify "Us" of a Cyber Extortion Threat

- a "You" must keep the terms under Coverage F confidential to be shared only with necessary management and potential law enforcement authorities in the course of responding to a Cyber Extortion Threat and
- b Cooperate with outside governmental authorities where necessary to effectively mitigate the extent and nature of any cyber extortion expenses

Within three (3) business days of any 'Cyber-Extortion Threat' You must keep "Us" fully informed of all developments, including any demands

2 DUTIES IN THE EVENT OF A LOSS (applicable to Coverage G only)

"You" must assure that the following are done if You send "Us" a Loss' notification

- a At "Our" request notify the police, FBI, CERT or other applicable law enforcement authority, central reporting or investigative organization that We may designate if it appears that a law may have been broken,
- b Immediately take all reasonable steps and measures necessary to limit or mitigate the Loss
- c Send "Us" copies of every demand, notice, summons or any other applicable information You receive
- d If requested, permit "Us" to question "You" under oath at such times and places as may be reasonably required about matters relating to this insurance, including "Your" books and records
- e Send Us a sworn statement of Loss containing the information We request to resolve, settle or otherwise handle the Loss. "We" will provide You with the necessary forms
- f Cooperate with "Us" and counsel. "We" may appoint in the investigation of any Loss covered by this Policy
- g Assist "Us" and counsel. We may appoint in the investigation or settlement of Losses
- h Assist Us in protecting and enforcing any right of subrogation, contribution or indemnity against any person, organization or other entity that may be liable to "You" including attending depositions, hearings and trials, and
- i Otherwise assist in securing and giving documentation and evidence and obtaining the attendance of witnesses

D SUBROGATION

In the event of any payment under this Policy, You agree to give Us the right to any subrogation and recovery to the extent of Our payments. "You" agree to execute all papers required and will do everything that is reasonably necessary to secure these rights to enable Us to bring suit in "Your" name. "You" agree to fully cooperate in Our prosecution of that suit. "You" agree not to take any action that could impair Our right of subrogation without "Our" written consent, whether or not "You" have incurred any un-reimbursed Loss. Any recoveries shall be applied first to subrogation expenses, second to Damages and Claim Expenses paid by "Us" and third to the Retention. Any additional amounts recovered shall be paid to "You".

E. INSPECTIONS AND SURVEYS

We may choose to perform inspections or surveys of "Your" operations, conduct interviews and review documents as part of our underwriting, our decision whether to provide continued or modified coverage or our processing of any Loss. If "We" make recommendations as a result of these inspections, You should not assume that every possible recommendation has been made or that "Your" implementation of a recommendation will prevent a Loss. We do not indicate by making an inspection or by providing You with a report that "You" are complying with or violating any laws, regulations, codes or standards.

F OTHER INSURANCE

This insurance shall apply in excess of any other valid and collectible insurance available to "You" including any retention or deductible portion thereof, unless such other insurance is written only as specific excess insurance over the Limit of Liability of this Policy.

G ACTION AGAINST US

No action shall lie against Us or Our" representatives unless as a condition precedent thereto

- 1 there shall have been full compliance with all terms of this insurance and
- 2 until the amount of Your obligation to pay shall have been finally determined either by judgment or award against "You" after trial regulatory proceeding arbitration or by written agreement between "You", the claimant, and Us'

Any person or organization or the legal representative thereof who has secured such judgment award or written agreement shall thereafter be entitled to make a Claim" under this Policy to the extent of the insurance afforded by this Policy No person or organization shall have the right under this Policy to join Us as a party to an action or other proceeding against You to determine Your liability nor shall We be impleaded by You or Your' legal representative

Your bankruptcy or insolvency shall not relieve Us" of our obligations hereunder

H ENTIRE AGREEMENT

By acceptance of the Policy You agree that this Policy embodies all agreements between You and Us relating to this insurance Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this Policy or stop Us from asserting any right under the terms of this Policy nor shall the terms of this Policy be waived or changed except by endorsement issued to form a part of this Policy signed by Us"

I NEW SUBSIDIARIES/CHANGES IN NAMED INSURED OR YOUR ORGANIZATION

- 1 During the 'Policy Period" if "You acquire another corporation whose annual revenues are more than fifteen percent (15%) of "Your Organization's' annual revenues as set forth in its most recent audited financial statements there shall be no coverage under this Policy for acts errors, or omissions committed or allegedly committed by the newly acquired Subsidiary unless "You give Us written notice of the acquisition containing full details thereof, and "We' have agreed to add coverage for the newly acquired Subsidiary upon such terms conditions and limitations of coverage and such additional premium as We in Our" sole discretion may require
- 2 During the 'Policy Period" if the Named Insured consolidates or merges with or is acquired by another entity or sells substantially all of its assets to another entity, or a receiver conservator trustee liquidator or rehabilitator, or any similar official is appointed for or with respect to the Named Insured then all coverage under this Policy shall continue to the expiration of the 'Policy Period" but only for losses acts errors or omissions that occurred prior to the date of such consolidation merger or appointment
- 3 Should a corporation cease to be a Subsidiary after the inception date of this Policy coverage with respect to such corporation shall continue as if it was still a Subsidiary until the expiration date of this Policy but only with respect to a Claim that arises out of any act error or omission committed such corporation prior to the date that it ceased to be a Subsidiary
- 4 All notices and premium payments made under this paragraph shall be directed to Us through the entity named in the Policy

J ASSIGNMENT

Your interest under this Policy may not be assigned to any other person or organization whether by operation of law or otherwise without our written consent If You shall die or be adjudged incompetent such insurance shall cover Your" legal representative "You' as would be covered under this Policy

K. CANCELLATION AND NON-RENEWAL

This Policy may be cancelled or non renewed by 'You' at any time on request by sending a prior written notice to 'Us' stating when thereafter the cancellation will be effective

- 1 "We" may not cancel this Policy except for nonpayment of Premium. If 'We' cancel this Policy for non-payment of Premium 'We' will provide 'You' with at least twenty (20) days advance written notice
- 2 If this Policy is cancelled by "You" "We" shall refund the unearned Premium computed in accordance with the customary short rate table. If this Policy is cancelled by 'Us' the refund of paid Premium shall be computed pro rata. Payment or tender of any unearned Premium by 'Us' shall not be a condition precedent to the effectiveness of such termination but such payment shall be made as soon as practicable. No Premium will be refunded where any "Claims" or circumstances have been notified under this Policy
- 3 "We" may non renew this Policy by providing "You" with at least sixty (60) days written notice before the expiration date. If the notice is given less than sixty (60) days before expiration Coverage will remain in effect until sixty (60) days after notice is mailed. The Premium due for any period of Coverage that extends beyond the expiration date will be determined pro-rata based upon this Policy's total Premium for the expiring Policy Period
- 4 Any offer to renew this Policy on terms involving a change in Retentions Limit of Liability Premium or other terms or conditions will not constitute a refusal to renew this Policy

L. WORDS AND TITLES OF PARAGRAPHS

The titles of paragraphs section provisions or endorsements of or to this Policy are intended solely for convenience and reference and are not deemed in any way to limit or expand the provisions to which they relate and are not part of the Policy. Whenever the singular form of a word is used herein the same shall include the plural when required by context

M. NAMED INSURED AUTHORIZATION

The Named Insured first specified in the Policy has the right and duty to act on 'Your' behalf for

- 1 The giving and receiving of all notices relating to this insurance
- 2 The payment of premiums including additional premiums
- 3 The receiving of any return premiums
- 4 The acceptance of any endorsements added after the effective date of coverage
- 5 The payment of any retentions
- 6 The receiving of any loss payments and
- 7 Otherwise corresponding with "Us"

N. REPRESENTATIONS BY YOU

By acceptance of this Policy 'You' agree that the statements contained in the Application any "Application" for coverage of which this Policy is a renewal and any supplemental materials submitted therewith are 'Your' agreements and representations that they shall be deemed material to the risk assumed by 'Us' and that this Policy is issued in reliance upon the truth thereof

The misrepresentation or non-disclosure of any matter by 'You' or 'Your' agent in the "Application" any Application for coverage of which this Policy is a renewal or any supplemental materials submitted therewith will render the Policy null and void and relieve 'Us' from all liability under the Policy

O SERVICE OF SUIT CLAUSE (U S A)

- 1 It is agreed that in the event of "Our" failure to pay any amount Claimed to be due under this Policy at Your request "We" will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this clause constitutes or should be understood to constitute a waiver of "Our" rights to commence an action in any court of competent jurisdiction in the United States to remove an action to a United States District Court or seek a transfer of a case to another court as permitted by the laws of the United States or any state in the United States. It is further agreed that service of process in such suit may be made upon Our representative, designated in the Policy and that in any suit instituted against any one of "Us" upon this contract "We" will abide by the final decision of such court or of any appellate court in the event of an appeal.
- 2 Our representative designated in the Policy is authorized and directed to accept service of process on "Our" behalf in any such suit and/or upon "Your" request to give a written undertaking to "You" that they will enter a general appearance upon Our behalf in the event such a suit shall be instituted.
- 3 Pursuant to any statute of any state, territory or district of the United States which makes provision therefore, We hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute or his successor in office as Our true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of "You" or any beneficiary hereunder arising out of this Policy and hereby designate "Our" representative listed in the Policy as the person to whom the said officer is authorized to mail such process or a true copy thereof.

P CHOICE OF LAW

Any disputes involving this Policy shall be resolved applying the law designated in the Policy.

Q ARBITRATION

Any controversy arising out of or relating to this policy or the breach, termination or invalidity thereof shall be settled by binding arbitration in accordance with the commercial arbitration rules, but not the authority or jurisdiction of the American Arbitration Association (herein "AAA") then in effect. We and the Named Insured shall each appoint an arbitrator. Each arbitrator must be disinterested other than the Named Insured or any present or former officers or directors of the Insured. As soon as one party notifies the other of its demand for arbitration and names its arbitrator, the other party agrees to name its arbitrator within thirty (30) days of said notice. Within thirty (30) days of the naming of the second arbitrator, the two arbitrators will select a third arbitrator to be chairman of the panel other than the Named Insured or any present or former officers or directors of the Insured. Should the two arbitrators not be able to agree on a choice of the third, then the Chief Judge of the chosen competent jurisdiction will make the appointment of such third arbitrator. None of the arbitrators may be current or former officers, directors or employees of the Named Insured or "Us". The three arbitrators will comprise the arbitration panel for the purposes of this Policy.

Each party to this policy will submit its case with supporting documents to the arbitration panel within thirty (30) days after appointment of the third arbitrator. However, the panel may agree to extend this period for a reasonable time. Unless extended by the consent of the parties, the majority of the three arbitrators will issue a written decision resolving the controversy before them within thirty (30) days of the time the parties are required to submit their cases and related documentation. The arbitrators' written decision will state the facts reviewed, conclusions reached and the reasons for these conclusions. That decision will be final and binding upon the parties in any court of competent jurisdiction.

• BCS

BCS Insurance Company
2 Mid America Plaza, Suite 200
Oakbrook Terrace, IL 60181

Each party will pay the fees and expenses of its arbitrator unless otherwise agreed by the parties. The remaining costs of arbitration will be shared equally by the parties.

Arbitration will take place in a competent jurisdiction agreed to by the parties.

Any disputes involving this Policy shall be resolved applying the substantive law as designated in Item 11 of the Declarations.

In witness whereof, the company has caused this policy to be signed by its Secretary and its President at Oakbrook Terrace, Illinois.


SECRETARY


PRESIDENT

NUCLEAR INCIDENT EXCLUSION CLAUSE-LIABILITY-DIRECT (BROAD) (U S A)

94 102 (01/15)

This Endorsement, effective at 12 01 a m CST, on 09/01/2017 forms part of
Policy No RPS Q-50104453M/1
Issued to Clay County BOS
Issued by BCS Insurance Company

For attachment to insurances of the following classifications in the U S A its Territories and Possessions Puerto Rico and the Canal Zone

Owners Landlords and Tenants Liability Contractual Liability, Elevator Liability Owners or Contractors (including railroad) Protective Liability Manufacturers and Contractors Liability, Product Liability Professional and Malpractice Liability Storekeepers Liability, Garage Liability Automobile Liability (including Massachusetts Motor Vehicle or Garage Liability)

not being insurances of the classifications to which the Nuclear Incident Exclusion Clause-Liability Direct (Limited) applies

This Policy does not apply

- I Under any Liability Coverage to injury, sickness, disease death or destruction
 - (a) with respect to which an insured under the Policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof or (2) the insured is or had this Policy not been issued would be entitled to indemnity from the United States of America or any agency thereof under any agreement entered into by the United States of America or any agency thereof with any person or organization
- II Under any Medical Payments Coverage or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury sickness disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization
- III Under any Liability Coverage to injury sickness disease, death or destruction resulting from the hazardous properties of nuclear material if
 - (a) the nuclear material (1) is at any nuclear facility owned by or operated by or on behalf of an insured or (2) has been discharged or dispersed therefrom,
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed handled used processed stored transported or disposed of by or on behalf of an insured or

- (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the mining, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

IV As used in this endorsement

"hazardous properties" include radioactive, toxic or explosive properties; nuclear material means source material, special nuclear material or by-product material; source material, special nuclear material and "by-product material" have the meanings given them in the Atomic Energy Act 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing by-product material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; nuclear facility means

- (a) any nuclear reactor;
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste;
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; nuclear reactor means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

NOTE: As respects policies which afford liability coverages and other forms of coverage in addition, the words underlined should be amended to designate the liability coverage to which this clause is to apply.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE-LIABILITY DIRECT (U S A)

94 103 01/15

This Endorsement effective at 12 01 a m CST on 09/01/2017 forms part of
Policy No RPS-Q-50104453M/1
Issued to Clay County BOS
Issued by BCS Insurance Company

When attached to the Policy (in addition to the appropriate Nuclear Incident Exclusion Clause Liability-Direct)
provides worldwide coverage

In relation to liability arising outside the U S A its Territories or Possessions Puerto Rico or the Canal Zone this
Policy does not cover any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising
from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the
combustion of nuclear fuel

All other terms and conditions of this Policy shall remain unchanged

This endorsement forms a part of the Policy to which attached effective on the inception date of the Policy unless
otherwise stated herein

MISSISSIPPI AMENDATORY ENDORSEMENT

94 801 MS (01 15)

This Endorsement, effective at 12 01 a.m. CST on 09/01/2017 forms part of

Policy No. RPS Q 50104453M/1

Issued to: Clay County BOS

This endorsement modifies insurance provided under the following

CYBER AND PRIVACY LIABILITY POLICY

The following changes are made to the policy

- I Section IX TERMS AND CONDITIONS paragraph K CANCELLATION AND NON-RENEWAL is replaced by the following

K CANCELLATION AND NON-RENEWAL

- 1 This Policy may be cancelled or non renewed by You at any time on request by sending a prior written notice to Us stating when thereafter the cancellation will be effective
- 2 "We" may not cancel this Policy except for nonpayment of Premium. If "We" cancel this Policy for non-payment of Premium "We" will provide You with at least twenty (20) days advance written notice
- 3 If this Policy is cancelled by You We shall refund the unearned Premium computed in accordance with the customary short rate table. If this Policy is cancelled by Us the refund of paid Premium shall be computed pro-rata. Payment or tender of any unearned Premium by Us shall not be a condition precedent to the effectiveness of such termination but such payment shall be made as soon as practicable. No Premium will be refunded where any Claims or circumstances have been notified under this Policy

"We" may non-renew this Policy by providing "You" with at least sixty (60) days written notice before the expiration date --If the notice is given less than sixty (60) days before expiration Coverage will remain in effect until sixty (60) days after notice is mailed. The Premium due for any period of Coverage that extends beyond the expiration date will be determined pro-rata based upon this Policy's total Premium for the expiring Policy Period

- 4 Any offer to renew this Policy on terms involving a change in Retentions Limit of Liability Premium or other terms or conditions will not constitute a refusal to renew this Policy

- II Section IX TERMS AND CONDITIONS, paragraph Q ARBITRATION is replaced by the following

Q ARBITRATION

ANY CONTROVERSY ARISING OUT OF OR RELATING TO THIS POLICY OR THE BREACH TERMINATION OR INVALIDITY THEREOF SHALL BE SETTLED BY BINDING ARBITRATION IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES BUT NOT THE AUTHORITY OR JURISDICTION OF THE AMERICAN ARBITRATION ASSOCIATION (HEREIN "AAA") THEN IN

EFFECT "WE" AND THE NAMED INSURED SHALL EACH APPOINT AN ARBITRATOR. EACH ARBITRATOR MUST BE DISINTERESTED OTHER THAN THE NAMED INSURED OR ANY PRESENT OR FORMER OFFICERS OR DIRECTORS OF THE INSURED. AS SOON AS ONE PARTY NOTIFIES THE OTHER OF ITS DEMAND FOR ARBITRATION AND NAMES ITS ARBITRATOR, THE OTHER PARTY AGREES TO NAME ITS ARBITRATOR WITHIN THIRTY (30) DAYS OF SAID NOTICE. WITHIN THIRTY (30) DAYS OF THE NAMING OF THE SECOND ARBITRATOR, THE TWO ARBITRATORS WILL SELECT A THIRD ARBITRATOR TO BE CHAIRMAN OF THE PANEL. OTHER THAN THE NAMED INSURED OR ANY PRESENT OR FORMER OFFICERS OR DIRECTORS OF THE INSURED. SHOULD THE TWO ARBITRATORS NOT BE ABLE TO AGREE ON A CHOICE OF THE THIRD, THEN THE CHIEF JUDGE OF THE CHOSEN COMPETENT JURISDICTION WILL MAKE THE APPOINTMENT OF SUCH THIRD ARBITRATOR. NONE OF THE ARBITRATORS MAY BE CURRENT OR FORMER OFFICERS, DIRECTORS, OR EMPLOYEES OF THE NAMED INSURED OR "US". THE THREE ARBITRATORS WILL COMPRISE THE ARBITRATION PANEL FOR THE PURPOSES OF THIS POLICY.

EACH PARTY TO THIS POLICY WILL SUBMIT ITS CASE WITH SUPPORTING DOCUMENTS TO THE ARBITRATION PANEL WITHIN THIRTY (30) DAYS AFTER APPOINTMENT OF THE THIRD ARBITRATOR. HOWEVER, THE PANEL MAY AGREE TO EXTEND THIS PERIOD FOR A REASONABLE TIME UNLESS EXTENDED BY THE CONSENT OF THE PARTIES. THE MAJORITY OF THE THREE ARBITRATORS WILL ISSUE A WRITTEN DECISION RESOLVING THE CONTROVERSY BEFORE THEM WITHIN THIRTY (30) DAYS OF THE TIME THE PARTIES ARE REQUIRED TO SUBMIT THEIR CASES AND RELATED DOCUMENTATION. THE ARBITRATORS WRITTEN DECISION WILL STATE THE FACTS REVIEWED, CONCLUSIONS REACHED AND THE REASONS FOR THESE CONCLUSIONS. THAT DECISION WILL BE FINAL AND BINDING UPON THE PARTIES IN ANY COURT OF COMPETENT JURISDICTION.

EACH PARTY WILL PAY THE FEES AND EXPENSES OF ITS ARBITRATOR UNLESS OTHERWISE AGREED BY THE PARTIES. THE REMAINING COSTS OF ARBITRATION WILL BE SHARED EQUALLY BY THE PARTIES.

ARBITRATION WILL TAKE PLACE IN A COMPETENT JURISDICTION AGREED TO BY THE PARTIES.

ANY DISPUTES INVOLVING THIS POLICY SHALL BE RESOLVED APPLYING THE SUBSTANTIVE LAW AS DESIGNATED IN ITEM 11 OF THE DECLARATIONS.

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

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.

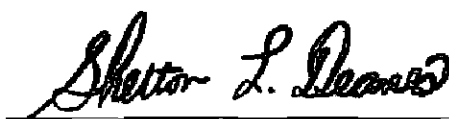
NO _____

IN THE MATTER OF AUTHORIZING TO ADVERTISE FOR BUDGET HEARING

There came on this day for consideration the matter of authorizing to advertise for budget hearing

After motion by Lynn Horton and second by R B Davis this Board doth vote unanimously to authorize and approve to advertise for the budget hearing to be held Friday, September 15, 2017, at 9 00 a.m

SO ORDERED this the 29th day of August, 2017

A handwritten signature in cursive script, reading "Shelton L. Deane", written over a horizontal line.

President

NO _____

**IN THE MATTER OF AUTHORIZING TO RENEW THE POLICY FOR THE
VOLUNTEER FIRE WITH GALLOWAY CHANDLER AND MCKINNEY INSURANCE
FOR YEAR 2018**

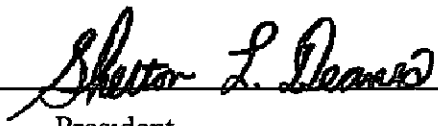
There came on this day for consideration the matter of authorizing to renew the policy for the Volunteer Fire with Galloway Chandler and McKinney Insurance for year 2018

It appears to this Board the county has a supplemental insurance policy for County employees and extends to the Volunteer Fire Department to pay not only for medical benefits and worker's compensation claims, but primarily if a volunteer fireman is off for an extended period of time for an injury sustained in the line of duty the policy will compensate up to 65% the volunteer fireman's pay that workman's compensation will not, and,

It appears the renewal of the said policy is due as attached hereto as Exhibit A and the Clerk is requesting this Board's consideration for authorization to pay the said claim

After motion by Lynn Horton and second by R. B Davis this Board doth vote unanimously to authorize and approve to renew the said policy for year 2018 and to pay the said claim to Galloway Chandler and McKinney Insurance as attached hereto as Exhibit A

SO ORDERED this the 29th day of August, 2017



President

Invoice # 5142		Page 1 of 1
Account Number	CLAYCO0001	Date 7/18/2017
BALANCE DUE ON 9/1/2017		
AMOUNT PAID		Amount Due
		\$11 443 00

P O Box 836
 West Point MS 39773
 Phone (662) 494-4781
 Fax (662) 494-7072
 Web www.gcminsurance.com

Clay County Fire Service
 Amy Berry
 P O Box 815
 West Point, MS 39773

CSR Renee H Gibbons

Group Life	PolicyNumber	PRCO-90855-MS10006	Effective	9/1/2017	to	8/31/2020
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Item #	Trans Fr Date	Due Date	TRNG	Description	Amount
123522	9/1/2017	9/1/2017	RENB	Renewal of GLIF Effective 9/1/2017	\$11 443 00

Total Invoice Balance
 \$11,443 00

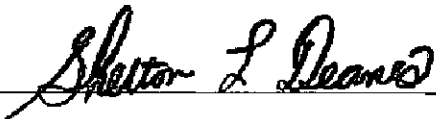
NO _____

**IN THE MATTER OF AUTHORIZING AND APPROVING TRAVEL FOR DEBORAH
MYERS FOR YOUTH COURT ADMINISTRATOR FALL CONFERENCE**

There came on this day for consideration the matter of authorizing and approving travel for Deborah Myers for Youth Court Administrator Fall Conference

After motion by Luke Lummus and second by Joe Chandler this Board doth vote unanimously to authorize and approve travel for Deborah Myers to travel to Jackson, MS to the Jackson Marriott for Court Administrator Training as provided by the MS Judicial College as attached hereto as Exhibit A

SO ORDERED this the 29th day of August, 2017



President

Mississippi Judicial College

announces registration for the

**2017 MISSISSIPPI
COURT ADMINISTRATORS
FALL CONFERENCE**



Jackson Marriott

Jackson, MS

October 26-27, 2017



Mississippi Court Administrators

The Mississippi Judicial College takes great pleasure in inviting each of you to the Mississippi Court Administrators Fall Conference to be held on October 26-27, 2017, at the Jackson Marriott. As part of our service to the people of Mississippi, MJC provides continuing education to judges and other court officials in our judicial system. We are pleased to have the opportunity to work with you on this and other continuing education endeavors.

Hopefully, you will find the conference rewarding as well as educationally stimulating and beneficial to your needs. MJC trusts that your visit to the Jackson Marriott will be both an educational and enjoyable one.

If you have any questions about the information contained in this electronically transmitted brochure, please feel free to contact Linda Beasley, Program Manager or Krista Poynor, Program Coordinator. The contact information is listed on the registration page of this brochure.

✓ **MARK YOUR 2018 CALENDARS**

April 18-20, 2018 Court Administrators Spring Conference
IP Casino Resort - Biloxi, MS

October 25-26, 2018 Court Administrators Fall Conference
Jackson Marriott, Jackson, MS



REGISTRATION FORM
Mississippi Court Administrators Fall Conference
Jackson Marriott ~ October 26-27, 2017

To register for the conference, please complete the following and return to MJC on or before **October 2, 2017** to

Krista Poynor
Mississippi Judicial College
P.O. Box 1848
University, MS 38677

Telephone. 662-915-5955
Fax 662-915-7845
E-mail mjcregistration@olemiss.edu

DEBORAH MYERS

YOUTH

Name (Please Print)

Type of Court Administrator

P.O. BOX 815

Office Mailing Address

WEST POINT MS 39773 CLAY

City

State

Zip

County

662-494-3124 662-492-4059 dym_47@yahoo.com

Office Telephone

Office Fax

E-Mail Address

The Jackson Marriott will serve as the host hotel for the conference. Please mark below whether you intend to make overnight reservations. You will need to contact the Marriott directly and follow the instructions on "Making Your Reservation" page of the brochure.



YES, I will contact the Jackson Marriott and reserve overnight accommodations for the fall conference by the deadline of **October 15, 2017**



I am attending, but will not be making reservations at the Marriott for this conference



I acknowledge that MJC requires **100% attendance** to be eligible for reimbursement of mileage, meals and lodging

MISSISSIPPI JUDICIAL COLLEGE STAFF

Randy Pierce, Director
rgpierce@olemiss.edu

Linda Beasley, Program Manager
lwleb@olemiss.edu

Krista Poynor, Program Coordinator
kbpoynor@olemiss.edu

Mississippi Judicial College
P O Box 1848
University, MS 38677

662-915-5955 (Phone)
662-915-7845 (Fax)

Please visit and bookmark our website.
mjc.olemiss.edu



FALL CONFERENCE INFORMATION

Conference Registration

Please complete the registration form in this brochure, and then email, fax, or mail to MJC on or before ***Monday, October 2, 2017***. For your convenience, you may also register for the conference using the Registration Form that is accessible on the MJC website.

Hotel Reservations

The Jackson Marriott will serve as our host hotel for this conference. To make your overnight reservations, please follow the instructions on the "Making Your Reservation" page of this brochure. Reservations must be made directly with the Jackson Marriott. **Your room must be guaranteed with a credit card to confirm your reservation.**

Hotel Parking

For conference attendees, MJC has arranged for complimentary self-parking in the Jackson Marriott Parking Garage. MJC cannot reimburse for parking expenses.

Judicial Education

The Fall Conference will provide 6 hours of continuing education credit. The conference agenda will be posted to MJC's website (mjc.olemiss.edu) at a later date.

Travel & Meal Reimbursement

A travel allowance of 535 cents per mile will be paid to court administrators who drive their own vehicle to Jackson. A reimbursement form for meals and mileage will be provided by MJC in the conference notebook that you will receive at registration. A complimentary continental breakfast will be served on the Friday morning of the conference in Windsor I.

MJC Reimbursement Policy

100% attendance of education class time is required of all MJC constituent groups who are eligible for reimbursement. This includes mileage, meals, and lodging.

MAKING YOUR RESERVATIONS



Reservations for the conference can be made by calling 1-800-256-9194. Inform the reservations clerk that you will be attending the Mississippi Court Administrators Fall Conference sponsored by the Mississippi Judicial College. The conference group code is CDC. The single or double room rate for the conference is \$89.00.

The deadline for making reservations with the Jackson Marriott in the MJC room block is on or before Sunday October 15, 2017.

The Jackson Marriott has reserved a limited block of rooms for the night of Thursday, October 26th. Any reservations made after October 15, 2017, are subject to availability and the regular hotel rates.

The Jackson Marriott has been instructed to direct bill the room rate for all eligible court administrators for the night of Thursday, October 26th. However, reservations must be made directly with the Jackson Marriott and must be guaranteed by a major credit card when you contact the hotel. Please be sure to write down the confirmation number that is given to you by the hotel reservationist. Should cancellation of individual reservations become necessary, the Jackson Marriott requires 72 hours notice prior to the scheduled check-in time.

For driving instructions to the Jackson Marriott, visit their web site at <http://www.marriott.com/hotels/travel/janmc-jackson-marriott/>

NO _____

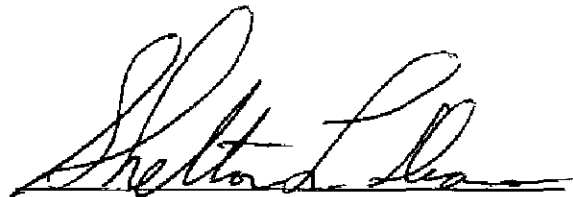
**IN THE MATTER OF AUTHORIZING AND APPROVING OF THIS BOARD'S
INTENT TO TRANSFER FUNDS FROM FUND NO 233 AND FUND NO 217**

There came on this day for consideration the matter of authorizing and approving of this Board's intent to transfer funds from fund no 233 and fund no 217

It appears to this Board surplus funds exist and are needing to be transferred to other funds as listed below to be utilized by the designated fund for General Operating purposes and the said funds should be transferred accordingly, to-wit,

- Fund No 233, District 4 Road Bond & Interest 2000 to Fund No 240, District 4 Road Bond & Interest 2008
- Fund No 217, DTL Building Notes 2011 to Fund No 219, DTL Building Notes 2012

After motion by R B Davis and second by Luke Lummus this Board doth vote unanimously to authorize and approve to advertise of their intent to transfer surplus funds as designated above and for the said matter to be considered on Monday, December 4, 2017, at 9 00 a m at the Clay County Courthouse



President

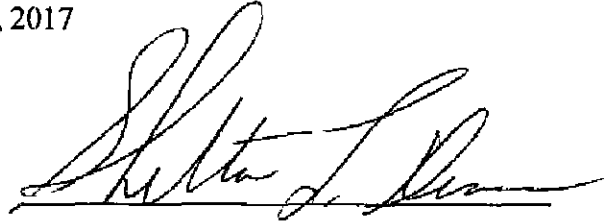
NO _____

IN THE MATTER OF GOING INTO CLOSED SESSION

There came on this day for consideration the matter of going into closed session

After motion by Lynn Horton and second by R B Davis this Board doth vote unanimously to go into closed session

SO ORDERED this the 29th day of August, 2017



President

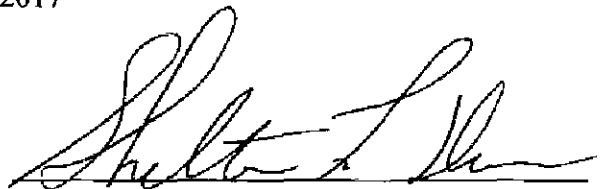
NO _____

**IN THE MATTER OF GOING FROM CLOSED SESSION TO EXECUTIVE SESSION
AS ALLOWED UNDER SECTION 25-41-7 OF THE MISSISSIPPI CODE**

There came on this day for consideration the matter of going from closed session to executive session as allowed under Section 25-41-7 of *The Mississippi Code*

After motion by Lynn Horton and second by R B Davis this Board doth vote unanimously to go from closed session to Executive Session as allowed under Section 25-41-7 of *the Mississippi Code* to discuss a matter or Economic Development

SO ORDERED this the 29th day of August, 2017



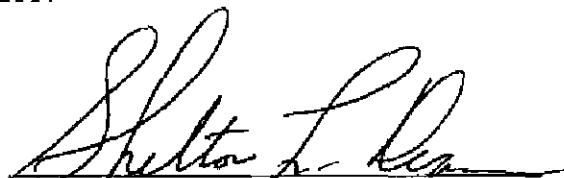
President

NO _____

IN THE MATTER OF COMING OUT OF EXECUTIVE SESSION

There came on this day for consideration the matter of coming out of Executive session
After motion by Lynn Horton and second by Joe Chandler this Board doth vote
unanimously to authorize and approve to come out of Executive Session

SO ORDERED this the 29th day of August, 2017

A handwritten signature in black ink, appearing to read "Shelia L. Horton", written over a horizontal line.

President

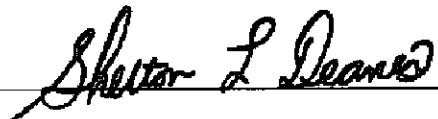
NO _____

IN THE MATTER OF RECESSING

There came on this day for consideration the matter of recessing

After motion by Lynn Horton and second by Luke Lummus this Board doth vote
unanimously to recess until Tuesday, September 5, 2017, at 9 00 a m at the Clay County
Courthouse

SO ORDERED this the 29th day of August, 2017



President