CA097754

SHELBY COUNTY BOARD OF COMMISSIONERS
AGENDA ROUTE SHEET

Referred to Commission Committee _____
For Commission Action on _____

DESCRIPTION OF ITEM:
RESOLUTION APPROVING CONTRACT WITH MENDELSON LAW FIRM FOR THE PROVISIONS OF COLLECTION AGENCY SERVICES TO BE PAID ON A PERCENTAGE OF COLLECTIONS BASIS. SPONSORED BY COMMISSIONER SIDNEY CHISM

CHECK ALL THAT APPLY BELOW:
___X___ This Action does NOT require expenditure of funds.

_____ This Item requires/approves expenditure of funds as follows (complete all that apply):

County General Funds: $_____: County CIP Funds: $_____

State Grant Funds: $_____: State Gas Tax Funds: $_____

Federal Grant Funds: $_____

Other funds (Specify source and amount): $_____

Other pass-thru funds (Specify source and amount): $ _____

Originating Department: _____

APPROVAL:

Dept. Head: Latonya Burrow 545-5285 \ LB \ 29 June 09
(Type your name & phone #.) (Initials) (Date)

Elected Official: [illegible] \ [illegible] \ 29-June 09
(Type your name & phone #.) (Initials) (Date)

Division Director: Zach Armour 545-5106 \ [illegible] \ 6/29/09
(Type your name & phone #.) (Initials) (Date)

CIP – A&F Director: _____ \ _____ \ _____
(Type your name & phone #.) (Initials) (Date)

Finance Dept.: Alicia Lindsey 545-4275 \ MAL \ 7/6/09
(Type your name & phone #.) (Initials) (Date) W Richards 7/6/09

County Attorney: Lisa Kelly \ LK \ 7/1/09
(Type your name & phone #.) (Initials) (Date)

CAO/Mayor: Jim Huntzicker 545-4514 \ [illegible] \ 7/8/09
(Type your name & phone #.) (Initials) (Date)

SUMMARY SHEET

I. Description of Item

The General Sessions Court Clerk (the "Clerk") collects various fees, court costs, and fines on misdemeanor cases brought before the General Sessions Court. The Clerk has an established in-house billing and collection system. The Clerk is desirous of obtaining professional collection services on certain designated Accounts that are greater than 180 days old (the "Accounts"). T.C.A. 40-24-105 authorizes the use of a collection agency to collect the Accounts. There are currently approximately 1000 delinquent Accounts totaling $1,000,000.00 that are assigned monthly. A detailed break out of those Accounts is available upon request from the Clerk's office. The County issued a Request for Proposal number 009-002-53 for Collection Agency Services; and out of the Proposals submitted, the reviewing committee selected Mendelson Law Firm, based on cost, expertise in the field, and services offered. The cost for these services will be thirty percent (30%) of the total amount collected.

II. Source and Amount of Funding

Not applicable

III. Contract Items

Contract on file in the Purchasing Department.

Item # _____ PREPARED BY Gary Utson

COMMISSIONER _____ APPROVED BY Lisa Kelly

RESOLUTION APPROVING CONTRACT WITH MENDELSON LAW FIRM FOR THE PROVISIONS OF COLLECTION AGENCY SERVICES TO BE PAID ON A PERCENTAGE OF COLLECTIONS BASIS. SPONSORED BY COMMISSIONER SIDNEY CHISM

WHEREAS, The General Sessions Court Clerk collects various fees, court costs, and fines on misdemeanor cases brought before the General Sessions Court; and

WHEREAS, The Clerk is desirous of obtaining professional collection services on certain designated Accounts that deemed delinquent because they are greater than 180 days old; and

WHEREAS, There are currently approximately 1000 delinquent Accounts totaling $1,000,000.00 that are assigned monthly; and

WHEREAS, T.C.A. 40-24-105 authorizes the use of a collection agency to collect the Accounts; and

WHEREAS, The County issued a Request for Proposal number 009-002-53 for collection Agency Services; and

WHEREAS, By the deadline of March 6, 2009, eight (8) firms having the knowledge and expertise to provide the requested services submitted proposals; and

WHEREAS, Out of the Proposals submitted, the reviewing committee selected Mendelson Law Firm, based on cost, expertise in the field, and services offered; and

WHEREAS, The parties now desire to enter into a contract for Collection Agency Services with the initial term to begin upon execution and continue through June 30, 2010 with three (3) one (1) year options to renew upon mutual written agreement of the parties; and

WHEREAS, The cost for these services will be thirty percent (30%) of the total amount collected.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, That the contract with Mendelson Law Firm for Collection Agency Services with the fee for said contract to be based on thirty percent (30%) of the total amount collected are hereby approved.

BE IT FURTHER RESOLVED, That the Mayor be and is hereby authorized to execute said contract on behalf of Shelby County Government, copies of which are on file in the Contract Administration Department.

BE IT FURTHER RESOLVED, That funds from this contract be appropriated to the individual Fund Accounts in accordance to Tennessee State Law for each year this contract is in effect.

BE IT FURTHER RESOLVED, That all renewal periods are approved subject to the availability of funds for each year the contract is in effect.

BE IT FURTHER RESOLVED, That the County Mayor and the Director of the Division of Administration and Finance be and are hereby authorized to issue the warrants to Mendelson Law Firm in an amounts equal to thirty percent (30%) of the total amount of collection for this contract and to take proper credit in their account therefore.

BE IT FURTHER RESOLVED, That this Resolution shall take effect from and after the date it shall have been enacted according to due process of law, the public welfare requiring it.

_____

A C Wharton, Jr.
Shelby County Mayor

DATE_____

ATTEST:

_____

Clerk of County Commission

ADOPTED _____

Purchasing Department
160 N. Main, Suite 550
Memphis, TN 38103
(901) 545-4365
Fax: (901) 545-4531

Tennessee

A C Wharton, Jr., Mayor

Memorandum

To: Honorable A C Wharton, Jr,
Shelby County Mayor

From: Clifton Davis, Administrator
Purchasing Department

Date: April 2, 2009

Re: RFP-09-002-53, Collection Agency Services

Eight (8) companies submitted responses to "RFP-09-002-53, "Collection Agency Services".

Bidders	EOC Provision Code	LOSB	Fee	Score Card
* Durham & Associates	D	No	33%	100.00
* Mendelson Law Firm	C	No	35%	100.00
Alliance One Receivables	A	No	28% + Fee	98.00
Pyramid Financial Solutions	A	No	15 to 50%	98.00
Linebarger Goggan Blair & Sampson	A	No	30%	98.00
Mutual Collections	D	No	30%	98.00
Universal Collections	A	No	30%	98.00
Professional Collection Network	D	Yes	30%	98.00

After a review by the department and with the concurrence of Purchasing, it was determined that Mendelson Law Firm and Durham & Associates submitted the most responsive proposals for providing the requested services to Shelby County General Session Clerks Office.

* Shelby County Government has determined that awarding multiple contracts will maximize collections of funds owed.

Each vendor will be paid a percentage of the funds collected.

Please indicate your response to this selection in the space provided below:

APPROVED: _____

APPROVED WITH CHANGES: _____

DISAPPROVED: _____

_____

A C WHARTON, JR., MAYOR

DATE: _____ 4/3/09

Shelby County Government

A C Wharton, Jr.
Mayor

April 6, 2009

Mr. David Mendelson
Mendelson Law Firm
799 Estate Place
Memphis, TN 38120

RE: RFP #09-002-53, Collection Agency Services

Dear Mr. Mendelson:

We are pleased to inform you that your firm has been selected to provide **Collection Agency Services**, that were issued on the above-described RFP.

A contract for these services will be forwarded to your office for your review and approval. Until then, no work should begin on this project until you receive an official "Notice to Proceed," along with a fully negotiated and executed copy of the contract. Also, in order to do business with Shelby County Government, all vendors are required to submit an on-line application by going to www.shelbycountytn.gov and selecting the Vendor Registration link. Your "Notice to Proceed" and executed contract will not be issued until this process has been completed.

Thank you for your proposal and congratulations on your selection. Shelby County Government looks forward to the successful and timely delivery of this very important service and your company's efforts in reaching this goal.

Sincerely,

Clifton Davis
Administrator of Purchasing
Shelby County Government

CD/shw

cc: Keith Shelton, General Sessions Court Clerk's Office
Zack Armour, General Sessions Court Clerk's Office
Lisa Kelly, Assistant County Attorney
Tonya Blunt, Contracts Administration

CONTRACT NO. CA _____

CONTRACT AND ENCUMBRANCE INFORMATION SHEET
AN ORIGINAL AND 1 COPY OF THIS FORM MUST BE SUBMITTED

THIS SHEET MUST BE COMPLETED, SIGNED BY THE DEPARTMENT HEAD AND DIVISION DIRECTOR AND ATTACHED TO ALL CONTRACT AND RESOLUTION PACKETS BEFORE ANY ACTION WILL BE TAKEN.

1. Department Requesting Services: General Sessions Court (Criminal)
2. Preparer's Name, Telephone #, and E-Mail Address:
   Gary D. Letson 545-5114 gary.letson@shelbycountytn.gov
3. DESCRIPTION OF ITEM TO BE PURCHASED, BUILT, OR SERVICE TO BE PROVIDED:
   (Collection Agency Services) Collect on accounts that are 180 days old.
4. NAME, ADDRESS, VENDOR NUMBER, AND EOC NUMBER OF VENDOR/CONSULTANT/AGENCY WITH WHICH SHELBY COUNTY WILL BE CONTRACTING:
   Mendelson Law Firm 799 Estate Place Memphis Tennessee 38120

   VENDOR NO. A-0623

   EOC NO. EOC-V-0110-14060
5. COST OF ITEM OR SERVICE REQUESTED: 30% of total amount collected
6. TERM OF PROPOSED CONTRACT/AGREEMENT: (1)year with an option to renew for3
7. FUND, ORG, AND ACCOUNT NUMBER (13 DIGITS) **FOR MULTIPLE ACCOUNTS, PLEASE SPECIFY DOLLAR AMOUNT FOR EACH**
8. COMMODITY CODE: _____
9. VENDOR/CONSULTANT/AGENCY SELECTED BY (CHECK ONE):
   PLEASE ATTACH APPROVAL DOCUMENTS
   a. [X] Bid/RFP Process - # & Date RFP#09-002-53 February 18,2009
   b. [ ] Emergency/Sole Source
10. LOSB/MBE INFORMATION: Please check the appropriate description
    [ ] MBE (MINORITY OWNED BUSINESS ENTERPRISE)
    [ ] MALE [ ] FEMALE
    [ ] WBE (WOMEN OWNED BUSINESS ENTERPRISE)
    [ ] LOSB (LOCALLY OWNED SMALL BUSINESS)
    ANNUAL SALES DOES NOT EXCEED $3 MILLION
    [X] N/A
11. SPECIAL INSRUCTIONS (ROUTING, FUNDING, BUDGET TRANSFER IN PROCESS)

REVIEWED AND APPROVED BY:

DEPARTMENT HEAD — DATE: 29 June 09

ELECTED OFFICIAL — DATE: 6-29-09

DIVISION DIRECTOR — DATE: 6/29/09

GRATUITY DISCLOSURE FORM

Shelby County Ethics Commission

INSTRUCTIONS: This form is for all persons receiving any Shelby County Government contract, land use approval or financial grant money to report any gratuity that has been given, directly or indirectly, to any elected official, employee or appointee (including their spouses and immediate family members) who is involved in the decision regarding the contract, land use approval, or financial grant of money.

1. NAME

David Mendelson / Mendelson Law Firm

2. DATE OF GRATUITY

N/A

3. NATURE AND PURPOSE OF THE GRATUITY

N/A

4. NAME OF THE OFFICIAL, EMPLOYEE, APPOINTEE, OR FAMILY MEMBER WHO RECEIVED THE GRATUITY

N/A

5. NAME OF THE PERSON OR ENTITY THAT PROVIDED THE GRATUITY

N/A

6. ADDRESS OF THE PERSON OR ENTITY THAT PROVIDED THE GRATUITY

N/A

7. DESCRIPTION OF THE GRATUITY

N/A

8. COST OF THE GRATUITY (If cost is unknown and not reasonably discernible by the person giving the gratuity, then the person giving the gratuity shall report a good faith estimate of the cost of the gratuity.)

N/A

9. The information contained in this Gratuity Disclosure Form, and any supporting documentation or materials referenced herein or submitted herewith, is true and correct to the best of my knowledge, information and belief and affirm that I have not given, directly or indirectly, any gratuity to any elected official, employee or appointee (including spouse and immediate family members) that has not been disclosed and I affirm that I have not violated the provisions of the Shelby County Government Code of Ethics.

Signature

5/19/09
Date

David Mendelson
Print Name

A copy of your completed form will be placed on the Shelby County Internet website.

Bond No.: LLI 2108476

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, THE MENDELSON LAW FIRM

(hereinafter called "Principal")

as Principal, and OLD REPUBLIC SURETY COMPANY

authorized to do business in the State of TENNESSEE (hereinafter called "Surety) are held

and firmly bound unto SHELBY COUNTY GOVERNMENT

hereinafter called "Obligee") as Obligee, in the penal sum of FIFTY THOUSAND DOLLARS AND NO 00/100 ($ 50,000) dollars, good and lawful money of the United States of America, for the payment of which, well and truly to be made, we do bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS the above bounded Principal has entered into a certain written Contract with the above named Obligee, effective the 22ND day of JUNE , 2009 , and terminating the 22ND day of JUNE , 2010 , for COLLECTIONS

which contract is hereby referred to and made a part hereof as fully and to the extent as if copies at length were attached herein, except that nothing said therein shall alter, enlarge, expand or otherwise modify the term of the bond as set out below.

NOW, THEREFORE, if the Principal shall comply with and faithfully perform the terms of the contract, then this bond shall be null and void, otherwise to be in full force and effect. This bond is executed by the Surety and accepted by the Obligee subject to the following express conditions.

PROVIDED FURTHER, that this obligation may be canceled by said surety by giving thirty (30) days notice in writing of its intention to do so to said Obligee; and provided further, that nothing herein shall affect any rights or liabilities which shall have accrued under this bond prior to the date of termination; and the said Surety shall be relieved of any further liability under this bond thirty (30) days after receipt of said notice by the said Obligee.

Notwithstanding the provisions of the Contract, the term of this bond shall be effective from the 22ND day of JUNE , 2009 until the 22ND day of JUNE , 2009 , and may be extended by the Surety by Continuation Certificate. However, neither nonrenewal by the Surety, nor the failure or inability of the Principal to file a replacement bond in the event of nonrenewal, shall itself constitute a loss to the Obligee recoverable under this bond or any renewal or continuation thereof.

Surety's liability under this bond and all Continuation Certificates issued in connection therewith shall not be cumulative and shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto.

Sealed with our seals and dated this 22ND day of JUNE , 2009 .

Witness:

As to Principal

Wanda Hunt

As to Surety

Principal:

By:

Surety: OLD REPUBLIC SURETY COMPANY

By: E. G. Wilson

E. G. WILSON Attorney-in-Fact

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

T. SEGOVIA, D.K. NELSON, P.J. LANDRETH, TONIE PETRANEK, D. DUVALL, E.G. WILSON, S. GREEN, OF DALLAS, TX

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding $10,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF TWO HUNDRED FIFTY THOUSAND DOLLARS($250,000)---------- FOR ANY SINGLE OBLIGATION, REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION.

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 5TH day of JUNE, 2009.

OLD REPUBLIC SURETY COMPANY

Assistant Secretary

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1901

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 5TH day of JUNE, 2009, personally came before me, GERALD C. LEACH and RICK A. JOHNSON to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

SHARON A. PIZUR NOTARY PUBLIC STATE OF WISCONSIN

Notary Public

My commission expires: 12/02/2012

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

89-0030

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1901

Signed and sealed at the City of Brookfield, WI this 22ND day of JUNE 2009

OLD REPUBLIC SURETY COMPANY

Assistant Secretary

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS YOUR

MBL1515860

The F&D Companies

COMMERCIAL CRIME POLICY
DECLARATIONS

Administrative Office
1400 American Lane
Schaumburg, IL 60196

This policy issued by: ☒ Fidelity and Deposit Company of Maryland ☐ Colonial American Casualty and Surety Company (a stock insurance company)

Policy No. CCP 0064341 01

Named Insured and Mailing Address
MENDELSON LAW FIRM
P. O. BOX 17235
MEMPHIS, TN 38187

Producer Name and Address:
USI INSURANCE SERVICES, INC.
5100 POPLAR AVE.
SUITE 1200, CLARK TOWER
MEMPHIS, TN 38137

Policy Period: From **07/21/2008** to **07/21/2009** at 12:01 A.M. Standard Time at your mailing address shown above.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS AND CONDITIONS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

INSURING AGREEMENTS, LIMITS OF INSURANCE AND DEDUCTIBLE

INSURING AGREEMENTS	LIMIT OF INSURANCE Per Occurrence	DEDUCTIBLE AMOUNT Per Occurrence
1. Employee Theft	$ 500,000.00	$ 5,000.00
2. Forgery Or Alteration	Not Covered	
3. Inside The Premises – Theft of Money and Securities	Not Covered	
4. Inside The Premises – Robbery Or Safe Burglary Of Other Property	Not Covered	
5. Outside The Premises	Not Covered	
6. Computer Fraud	Not Covered	
7. Funds Transfer Fraud	Not Covered	
8. Money Orders And Counterfeit Paper Currency	Not Covered	
If Added By Endorsement, Insuring Agreement(s)		
	$	$

If "Not Covered" is inserted above opposite any specified Insuring Agreement, such Insuring Agreement and any other reference thereto in this policy is deleted.

*Policy Premium is payable: $ 918.00 at inception; $ 1st Anniversary; $ 2nd Anniversary

*Includes Taxes and/or Surcharges

ENDORSEMENTS FORMING PART OF THIS POLICY WHEN ISSUED:

CR0022 0506 CR0224 0702

CANCELLATION OF PRIOR INSURANCE ISSUED BY US: By acceptance of this Policy you give us notice canceling prior policy or Bond Nos. CCP 0043669 00 the cancellation to be effective at the time this Policy becomes effective.

COUNTERSIGNED: _____ (Date) By: _____ Authorized Representative

IN WITNESS WHEREOF the Company has caused this policy to be signed by its president and secretary but this policy shall not be valid unless completed by the attachment hereto of a declarations page countersigned by a duly authorized representative of the Company.

Attest _____ *Secretary*

By Thomas A Bradley *President*

U-CR-D-101-A CW (Ed. 01/03) plb/6-17-08

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CNA

MAY 01 2009

LAWYERS PROFESSIONAL LIABILITY POLICY
DECLARATIONS

Agency:	Branch:	Policy Number:	
747953	912	128611197	Insurance is provided by Continental Casualty Company, 333 S. Wabash Ave. Chicago IL 60604 A Stock Insurance Company.

1A. NAMED INSURED AND MAILING ADDRESS:
Mendelson Law Firm
785 Estate Place
PO Box 17235
Memphis, TN 38187-0235

NOTICE TO POLICYHOLDERS:
This is a Claims Made and Reported policy. It applies only to those claims that are both first made against the insured and reported in writing to the Company during the policy period. Please review the policy carefully and discuss this coverage with your insurance agent or broker.

1B. PREDECESSOR FIRM(S): See Declarations Addendum

2. POLICY PERIOD:
Inception: 01/01/2009 — Expiration: 01/01/2010
at 12:01 A.M. Standard Time at the address shown above

3. LIMITS OF LIABILITY:
Inclusive of Claims Expenses
Each Claim: $3,000,000
Aggregate: $3,000,000

Death or Disability and Non-Practicing Extended Reporting Period Limit of Liability:
Each Claim: $1,000,000
Aggregate: $2,000,000

4. DEDUCTIBLES:
Inclusive of Claims Expenses
Aggregate: $10,000

5. POLICY PREMIUM:

Annual Premium:	$14,822.00
Total Amount Due:	$14,822.00
Includes CNA Risk Management Seminar Credit of	$ 0.00

6. FORMS AND ENDORSEMENTS ATTACHED AT INCEPTION:
G-118011-A (Ed. 04/2008), G-118012-A (Ed. 03/1999), G-118016-A (Ed. 04/2008), G-118024-A (Ed. 04/2008), G-118039-A41 (Ed. 05/2008), G-118045-A41 (Ed. 04/1999), G-118049-A (Ed. 04/2008), G-145125-A (Ed. 08/2003), G-145184-A (Ed. 06/2003)

7. WHO TO CONTACT:

To report a claim:
CNA Insurance Companies
333 S. Wabash, 39 South
Chicago, IL 60685
www.cna.com/claims
Phone 312-822-5956 Fax 312-817-0528
Attn: Regional Director, GSL Lawyers Claims

Kenneth D Taylor — 1/19/09
Countersignature — Date

Gary P. [signature] — 1/19/09
Authorized Representative — Date

UMBER	PRODUCER NUMBER	ACCOUNT NUMBER	AUDIT PERIOD
0754590	02092195	MO12589398-001-00001	NONE

VILLE OFFICE RENEWAL EFF 10/30/2008

ZURICH

PRECISION AMERICA
OFFICE PROGRAM
COMMERCIAL UMBRELLA DECLARATIONS

This coverage part consists of this declarations form and the coverage form and endorsements indicated as applicable on the forms list.

LIMITS OF INSURANCE	
GENERAL AGGREGATE LIMIT	$1,000,000
PRODUCTS AND COMPLETED OPERATIONS AGGREGATE LIMIT	$1,000,000
EACH OCCURRENCE LIMIT	$1,000,000
RETAINED LIMIT (NOT COVERED BY UNDERLYING INSURANCE)	$0

SCHEDULE OF UNDERLYING INSURANCE

TYPE	CARRIER/POLICY NUMBER	POLICY PERIOD	LIMITS OF INSURANCE	
Commercial Automobile Liability	EXCLUDED			
Commercial General Liability	MARYLAND CASUALTY COMPANY PAS 00754590	10/30/2008 10/30/2009	General Aggregate Limit	$2,000,000
			Products & Completed Operations Aggregate Limit	$2,000,000
			Personal and Advertising Injury Limit	$1,000,000
			Each Occurrence Limit	$1,000,000
Employers Liability	ASSURANCE COMPANY Q	10/04/2002 10/04/2003	Bodily Injury Each Accident	$100,000
			Bodily Injury By Disease Policy Limit	$500,000
			Bodily Injury By Disease Each Employee	$100,000

TC	PRODUCER NUMBER	AC	ACCOUNT NUMBER	AUDIT
	02092195		M012589398-001-00001	NONE

ILLE OFFIC

RENEWAL EFF 10/30/2008

ZURICH

PRECISION PORTFOLIO POLICY
COMMERCIAL GENERAL LIABILITY DECLARATIONS
PRECISION AMERICA
OFFICE PROGRAM

This coverage part consists of this declarations form, the common policy conditions, and the coverage forms and endorsements indicated as applicable on the forms list.

COVERAGES AND LIMITS OF INSURANCE

Some of these coverages are sublimits or are subject to aggregate limits. Refer to your policy to determine how they apply.

GENERAL AGGREGATE	$2,000,000
PRODUCTS AND COMPLETED OPERATIONS AGGREGATE	$2,000,000
EACH OCCURRENCE	$1,000,000
TENANTS LEGAL LIABILITY	$1,000,000
MEDICAL EXPENSES - EACH PERSON	$ 10,000
PERSONAL INJURY AND ADVERTISING INJURY	$1,000,000