



Serving County Government

Craig L. Nelson, Executive Director

February 8, 2021

Board of Supervisors
Dodge County
C/O Jean Andrews
435 N Park
Fremont, NE 68025

Agenda Item # 23c
Date 2/24/21

RECEIVED
Dodge Co Hyway Dept
2021 FEB 12 AM 11:48

RE : **NIRMA File No.** :GLDodge032994
Insured :Dodge County
Claimant :Rocky Yazzie
Date of Loss :1-29-19

Dear Board of Supervisors:

I have received and reviewed the lawsuit filed in the District Court of Dodge County, Case No. CI 21 56. Plaintiff alleges Dodge County was negligent in protecting Mr. Yazzie from falling down after getting out of the transport van on January 29, 2019, in the Dodge County sally port.

I have reviewed the coverage under the Law Enforcement Liability Coverage Part C that would appear to be applicable to this matter and an outline of that coverage and the decision with respect to defense of this matter follows.

PART C: LAW ENFORCEMENT LIABILITY

SECTION I: INSURING AGREEMENT

We will pay those sums that the **Insured** must legally pay as **damages** due to **bodily injury, property damage** or **personal injury** arising out of an **occurrence** during the **policy period** while the **Insured** is:

1. Performing duties as a law enforcement officer or performing policymaking, supervisory or executive functions within the regular course and scope of the **Insured's** duties, and acting in the furtherance of law enforcement on **your** behalf.

SECTION II: LIMITS OF LIABILITY

The Limits of Liability shown in the Supplemental Declarations is intended to afford no more coverage than the **Insured** is liable for under the provisions of the State of Nebraska Political Subdivisions Tort Claims Act, where applicable, and is the most **we** will pay, regardless of the number of:

1. **Insureds**; or
2. **Claims** or **suits**; or

Persons or organizations making **claim** or bringing **suit**.

Subject to the Limits of Liability stated above, we will only be liable to pay for **damages** in excess of the **deductible** shown in the Supplemental Declarations for each and every **occurrence**. In the event **we** expend funds either for **damages** or **loss adjustment expense** on behalf of the **Insured**, **we** will be reimbursed for such expenditures up to the amount of the **deductible** shown in the Supplemental Declarations. **Claims** or **suits** related to motor vehicle pursuits are subject to double the **deductible** shown in the Supplemental Declarations or

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\$20,000, whichever is greater. Upon written demand by **us**, the amount of such **deductible** will be payable to **us** within thirty (30) days.

This claim does meet the coverage definitions of the Law Enforcement Liability Coverage part. NIRMA will provide Saunders County a defense. The defense of the claim has been assigned to Jeff Kirkpatrick, with Government Law LLC. Mr. Kirkpatrick can be reached at (402) 742-9240.

As noted above under SECTION II: LIMITS OF LIABILITY, Saunders County has a county specific deductible of \$10,000.00 that will apply to the claim. NIRMA will pay all legal defense costs and will submit an invoice to the county once the deductible is exceeded or the claim is concluded.

We reserve the right to review any additional claims or lawsuits pertaining to this matter and to make a separate determination as to whether either a defense or indemnity might be provided by NIRMA. Our decision on coverage is based only the facts as presented to us to date and should not be construed as applicable to a new claim or an amendment to this claim. Our right to have notice of either situation is reserved, as are the notice provisions of the policy.

If you have any questions or other information that you would like NIRMA to review and consider, please advise.

Sincerely,



John Christensen, AIC
Senior/Property/Liability/Workers Compensation Adjuster

cc: Oliver Glass, Dodge County Attorney
Steve Hespen, Dodge County Sheriff
Jeff Kirkpatrick, Governmental Law, LLC