

**MEDINA TOWNSHIP TRUSTEES
REGULAR MEETING - 7:00 PM
MARCH 31, 2022**

- I. ROLL CALL - PLEDGE - MOMENT OF SILENCE**
- II. APPROVAL OF PAYROLL**
- III. SITE PLANS**
- IV. PURCHASE ORDERS AND TRAINING REQUESTS**
- V. APPROVAL OF ACCOUNT PAYABLE**
- VI. APPROVAL OF BANK RECONCILIATION FOR FEBRUARY**
- VII. APPROVAL OF REVENUE STATUS**
- VIII. APPROVAL OF FUND STATUS**
- IX. PUBLIC COMMENT (1)**

OLD BUSINESS

- X. APPROVAL OF THE 2022 FIRE INVENTORY**
- XI. APPROVAL OF OTARMA UPDATED COVERAGE CONTRACT**

NEW BUSINESS

- XII. TRUSTEE DISCUSSION**
- XIII. APPROVAL OF PREVIOUS MINUTES**
- XIV. PUBLIC COMMENT (2)**
- XV. ADJOURN**

R 3-31-2022

ENTITY NAME: Medina Township

MINUTES TITLE: March 31,2022, Regular Meeting

BOARD NAME: Board of Trustees

TYPE OF MEETING: Regular

VOTING SESSION: Yes

DATE: 3/31/2022

START TIME: 7:00 pm

END TIME: 7:30 pm

MEETING LOCATION: Medina Township Townhall

RECORD OF PROCEEDINGS:

CALLED TO ORDER BY: Mr. Doug Eastwood

RECORD OF PROCEEDINGS

BOARD/COUNCILMEMBERS ROLL CALL

NAME	PRESENT
Mr. Chuck Johnson	Not Present
Mr. Doug Eastwood	Present
Mr. Bruce Christopher	Present
Mrs. Angela Ventura	Not Present

IN ATTENDANCE

NAME	VISITOR/EMPLOYEE	COMMENTS
Nick Dominguez	Employee	
Krissy Moore	Employee	
Alliss Strogan	Employee	
Sign in sheet for visitors	Visitor	Attached to Minutes

The Pledge of Allegiance was recited.

There was a moment of silence for our military and first responders.

APPROVAL OF PAYROLL

MOTION BY 1:08 minutes	Mr. Eastwood: A motion was made to approve payroll dated 04/01/2022. The total amount is \$42,269.57 with total withholdings of \$10,124.71
MOTION SECONDED BY	Mr. Christopher
DISCUSSION	Mr. Eastwood stated that he would like to include a two (2) page document with the motion.
VOTING ROLL CALL	VOTE
Mr. Eastwood	Yes
Mr. Christopher	Yes
VOTING RESULTS	YES: 2 NO: 0

SITE PLANS**APPROVAL OF SITE PLANS – ROMEO'S PIZZA HOLDING LLC**

MOTION BY 02:08 minutes	Mr. Eastwood: A motion was made to accept the recommendation of the Zoning Commission to approve the change of use for Romeo's Pizza Holdings LLC located at 3991 N. Jefferson St. Site plans were presented with the motion for approval.
MOTION SECONDED BY	Mr. Christopher
DISCUSSION	The owner of Romeo's stated that they bought the old Ken Cleveland building in 2021 and they are adding additional office space. Mr. Eastwood welcomed the owner and his business to the Township.
VOTING ROLL CALL	VOTE
Mr. Eastwood	Yes
Mr. Christopher	Yes
VOTING RESULTS	YES: 2 NO: 0

APPROVAL OF PURCHASE ORDERS AND TRAINING REQUESTS

STATUS 03:22 minutes	Mr. Eastwood and Mr. Christopher stated that neither had any purchase orders or training requests at this time.
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APPROVAL OF ACCOUNTS PAYABLE

MOTION BY 03:38 minutes	Mr. Eastwood: A motion was made to approve Accounts Payable, dated 3/20/2022 to 4/1/2022, starting with electronic check number 25-2022 to electronic check number 28-2022 and physical check number 32059 and ending with physical check number 32076. The total amount is \$130,181.67.
MOTION SECONDED BY	Mr. Christopher
DISCUSSION	Mr. Christopher reviewed some of the larger dollar items being approved.
VOTING ROLL CALL	VOTE
Mr. Eastwood	Yes
Mr. Christopher	Yes
VOTING RESULTS	YES: 2 NO: 0
UNSTATED INFORMATION	A one (1) page document was presented with the motion for approval.

APPROVAL OF BANK RECONCILIATION

MOTION BY 05:38 minutes	Mr. Eastwood: A motion was made to approve the Bank Reconciliation, dated 2/28/2022. A three (3) page document was presented with the motion for approval.
MOTION SECONDED BY	Mr. Christopher
VOTING ROLL CALL	VOTE
Mr. Eastwood	Yes
Mr. Christopher	Yes
VOTING RESULTS	YES: 2 NO: 0

APPROVAL OF REVENUE STATUS

MOTION BY 06:26 minutes	Mr. Eastwood: (A motion was made to approve the Revenue Status). This document is dated 2/28/2022. A seven (7) page document was presented with the motion for approval.
MOTION SECONDED BY	Mr. Christopher
VOTING ROLL CALL	VOTE
Mr. Eastwood	Yes
Mr. Christopher	Yes
VOTING RESULTS	YES: 2 NO: 0

APPROVAL OF FUND STATUS

MOTION BY 07:15 minutes	Mr. Eastwood: A motion was made to approve the Fund Status, dated 2/28/2022. A one (1) page document was presented with the motion for approval.
MOTION SECONDED BY	Mr. Christopher
VOTING ROLL CALL	VOTE
Mr. Eastwood	Yes
Mr. Christopher	Yes
VOTING RESULTS	YES: 2 NO: 0

PUBLIC COMMENT (1)

MOTION BY 07:57 minutes	Mr. Eastwood: A motion was made to open the floor for public comment.
MOTION SECONDED BY	Mr. Christopher
VOTING ROLL CALL	VOTE
Mr. Eastwood	Yes
Mr. Christopher	Yes
VOTING RESULTS	YES: 2 NO: 0
PUBLIC COMMENT STATUS	No public comment was made.

PUBLIC COMMENT (1) - continued

MOTION BY 08:18 minutes	Mr. Eastwood: A motion was made to close the floor for public comment.
MOTION SECONDED BY	Mr. Christopher
VOTING ROLL CALL	VOTE
Mr. Eastwood	Yes
Mr. Christopher	Yes
VOTING RESULTS	YES: 2 NO: 0

OLD BUSINESS**APPROVAL OF THE 2022 FIRE INVENTORY**

DISCUSSION	Mr. Eastwood stated that the first time the inventory was presented, they did not have time to look at it and asked for it to be re-submitted and more detail to be provided.
MOTION TO APPROVE BY 08:50 minutes	Mr. Eastwood: a motion was made to approve the 2022 Fire inventory as incorporate in the thirteen (13) page document presented with the motion. Also noted and included with this motion is a one (1) page document of equipment, not included in the 2022 Fire inventory, of items out of date or no longer needed by the Fire Department.
MOTION SECONDED BY	Mr. Christopher
VOTING ROLL CALL	VOTE
Mr. Eastwood	Yes
Mr. Christopher	Yes
VOTING RESULTS	YES: 2 NO: 0

APPROVAL OF OTARMA UPDATED COVERAGE CONTRACT

DISCUSSION	Mr. Eastwood stated that approval of the updated OTARMA coverage contract is a two-part process.
MOTION TO APPROVE BY 10:31 minutes	Mr. Eastwood: a motion was made to approve the OTARMA Coverage and Intergovernmental contract updates, dated March 1, 2022. A thirty-six (36) page document was presented with the motion for approval.
MOTION SECONDED BY	Mr. Christopher
VOTING ROLL CALL	VOTE
Mr. Eastwood	Yes
Mr. Christopher	Yes
VOTING RESULTS	YES: 2 NO: 0
MOTION TO APPROVE BY 10:57 minutes	Mr. Eastwood: a motion was made to authorize Trustee Eastwood to sign the OTARMA Coverage and Intergovernmental contract updates document for Medina Township.
MOTION SECONDED BY	Mr. Christopher
VOTING ROLL CALL	VOTE
Mr. Eastwood	Yes
Mr. Christopher	Yes
VOTING RESULTS	YES: 2 NO: 0

NEW BUSINESS**TRUSTEE DISCUSSION**

DISCUSSION 11:33 minutes	Mr. Eastwood reviewed the current procedures for approval of travel and accommodations expenses, mostly for employee training, and how he would like those procedures to be updated to provide a timelier timeframe for approval.
MOTION BY 12:16 minutes	Mr. Eastwood: A motion was made to approve travel and accommodations expenses when required for the timely attendance of pre-approved out-of-town Seminars, conferences and training events and that approval of these expenses will be allowed at the Department Head level.
MOTION SECONDED BY	Mr. Christopher
VOTING ROLL CALL	VOTE
Mr. Eastwood	Yes
Mr. Christopher	Yes
VOTING RESULTS	YES: 2 NO: 0
DISCUSSION	Mr. Eastwood stated that he believes this will help with turning in expenses.

MOTION BY 13:05 minutes	Mr. Eastwood: A motion was made to provide public notice of final opportunity to recover property and approve authorization to dispose of property if not recovered within the time allowed. A one (1) page document was presented with the motion for approval.
MOTION SECONDED BY	Mr. Christopher
DISCUSSION	Mr. Eastwood stated that many efforts were made to help a homeless individual who was camped outside of Walmart. It was determined that he was trespassing and then arrested. The Township is currently storing his belongings on Township property for safe keeping. Mr. Eastwood further stated that he will be presented with this advertised notice to collect his belongings by April 30.
VOTING ROLL CALL	VOTE
Mr. Eastwood	Yes
Mr. Christopher	Yes
VOTING RESULTS	YES: 2 NO: 0
DISCUSSION	Mrs. Strogan asked if this includes all the items that were donated to this individual. The Board discussed that yes, it includes all of his belongings.

TRUSTEE DISCUSSION (continued)

MOTION BY 16:55 minutes	Mr. Eastwood: A motion was made to hold a Special Meeting, April 5, 2022, at 6:00 pm for the purpose of employee discipline.
MOTION SECONDED BY	Mr. Christopher
DISCUSSION	Mr. Eastwood stated that there has been an ongoing legal case and the prosecutors would like to have an executive session discuss the details.
VOTING ROLL CALL	VOTE
Mr. Eastwood	Yes
Mr. Christopher	Yes
VOTING RESULTS	YES: 2 NO: 0
CONTINUED TRUSTEE DISCUSSION	Mr. Christopher provided an update on the Police Department and that he continues to travel with the Police to get a better understanding of their jobs and the Officers. Mr. Christopher provided details on several current incidents involving the Medina Township Police Department and other municipality Police Departments to provide the public with what the Township Police Department deals with on a daily basis.

APPROVAL OF PREVIOUS MINUTES

MOTION TO APPROVE MINUTES OF	January 6, 2022
TYPE OF MEETING	Regular Trustee Meeting
MOTION BY 22:18 minutes	Mr. Eastwood: A motion was made to approve the Regular Trustee Meeting Minutes for the January 6, 2022, 7:00 pm meeting at which all three (3) Trustees were in attendance.
MOTION SECONDED BY	Mr. Christopher
VOTING ROLL CALL	VOTE
Mr. Eastwood	Yes
Mr. Christopher	Yes
VOTING RESULTS	YES: 2 NO: 0

MOTION TO APPROVE MINUTES OF	January 13, 2022
TYPE OF MEETING	Special Trustee Meeting
MOTION BY 22:56 minutes	Mr. Eastwood: A motion was made to approve the Special Trustee Meeting Minutes for the January 13, 2022, 6:00 pm meeting. Mr. Eastwood stated he was not at the meeting but listened to and can attest to the Minutes.
MOTION SECONDED BY	Mr. Christopher
VOTING ROLL CALL	VOTE
Mr. Eastwood	Yes
Mr. Christopher	Yes
VOTING RESULTS	YES: 2 NO: 0
UNSTATED INFORMATION	Mr. Johnson and Mr. Christopher attended that meeting.

PUBLIC COMMENT (2)

MOTION BY 23:45 minutes	Mr. Eastwood: A motion was made to open the floor for public comment.
MOTION SECONDED BY	Mr. Christopher
VOTING ROLL CALL	VOTE
Mr. Eastwood	Yes
Mr. Christopher	Yes
VOTING RESULTS	YES: 2 NO: 0
DISCUSSION	Mr. Eastwood asked if anyone would like to comment.
PUBLIC COMMENT STATUS	Public comment was made.

MOTION BY 29:56 minutes	Mr. Eastwood: A motion was made to close the floor for public comment.
MOTION SECONDED BY	Mr. Christopher
VOTING ROLL CALL	VOTE
Mr. Eastwood	Yes
Mr. Christopher	Yes
VOTING RESULTS	YES: 2 NO: 0

MEETING ADJOURN

MOTION BY 30:11 minutes	Mr. Eastwood: A motion was made to adjourn.
MOTION SECONDED BY	Mr. Christopher
VOTING ROLL CALL	VOTE
Mr. Eastwood	Yes
Mr. Christopher	Yes
VOTING RESULTS	YES: 2 NO: 0
	Meeting adjourned at 7:30 pm

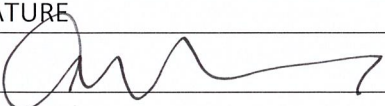
NEXT SCHEDULED MEETING

TYPE OF MEETING	Special
DATE	4/5/2022
TIME	6:00 pm
LOCATION	Township Hall
COMMENTS	Executive Session to discuss employee discipline.

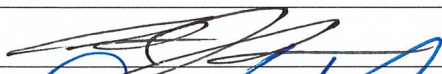
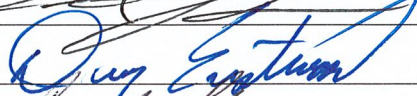
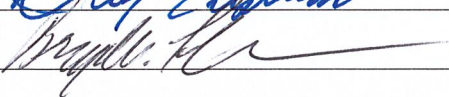
MINUTES PREPARED BY

NAME	TITLE	DATE
Krissy Moore	Office Assistant	4/28/2022

ATTESTED BY

SIGNATURE	TITLE	DATE
	Fiscal Officer	5/12/2022

BOARD/COUNCIL CERTIFIED

SIGNATURE	TITLE	DATE
	Chairman	5/12/2022
	Vice Chairman	5/12/2022
	Trustee	5/12/2022

CASH REQUIREMENTS
THIS REPORT SUMMARIZES YOUR PAYROLL TRANSACTIONS FOR THE **CHECK DATE 04/01/22**. IT DOES NOT REFLECT MISCELLANEOUS ADMINISTRATIVE CHARGES. PLEASE REFER TO YOUR INVOICE(S) FOR THE TOTAL CASH REQUIRED FOR THIS CHECK DATE.

IMPORTANT COVID-19 INFORMATION: If you filed IRS Form 7200, please notify your Paychex representative to avoid owing a balance at the end of the quarter and ensure your Form 941 is accurate.

TRANSACTION DETAIL

ELECTRONIC FUNDS TRANSFER - Your financial institution will initiate transfer to Paychex at or after 12:01 A.M. on transaction date.

TRANS. DATE	BANK NAME	ACCOUNT NUMBER	PRODUCT	DESCRIPTION	BANK DRAFT AMOUNTS & OTHER TOTALS
03/31/22	WESTFIELD BANK, FSB	xxxxxxxxxxxx175	Direct Deposit	Net Pay Allocations	35,460.73
03/31/22	WESTFIELD BANK, FSB	xxxxxxxxxxxx175	Garnishment	Employee Deductions	272.03
03/31/22	WESTFIELD BANK, FSB	xxxxxxxxxxxx175	Taxpay®	Employee Withholdings Social Security Medicare Fed Income Tax OH Income Tax OH BRUNS CTY Inc OH CVRSD SD Inc Total Withholdings Employer Liabilities Social Security Medicare Total Liabilities	30.38 714.89 3,925.52 1,037.16 53.05 30.54 5,791.54 30.38 714.89 745.27 6,536.81
APPROVED BY MEDINA TWP. TRUSTEES Date 3-31-2022 Trustee Cmm. Trustee Trustee					

TOTAL EFT (Does not reflect administrative charges)

42,269.57

REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES - Paychex does not remit these funds. You must ensure accurate and timely payment of applicable items.

TRANS. DATE	BANK NAME	ACCOUNT NUMBER	PRODUCT	DESCRIPTION	TOTAL
04/01/22	Refer to your records for account information		Payroll	Employee Deductions 457 plan EE pretax AFLAC EE Post Tax AFLAC EE Pretax Opers Police EE cont Opers np EE Cont PXCMP PRETAX Health Union Dues Total Deductions	1,695.00 12.42 18.78 3,448.92 2,462.90 2,326.69 160.00 10,124.71

TOTAL REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES (Does not reflect administrative charges)

10,124.71

CASH REQUIREMENTS
THIS REPORT SUMMARIZES YOUR PAYROLL TRANSACTIONS FOR THE CHECK DATE 04/01/22. IT DOES NOT REFLECT MISCELLANEOUS ADMINISTRATIVE CHARGES. PLEASE REFER TO YOUR INVOICE(S) FOR THE TOTAL CASH REQUIRED FOR THIS CHECK DATE.

PAYCHEX WILL MAKE THESE TAX DEPOSIT(S) ON YOUR BEHALF - *This information serves as a record of payment.*

<u>DUE DATE</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>	
04/06/22	Taxpay®	FED IT PMT Group	5,416.06

Payment Listing

UAN v2022.1

3/20/2022 to 4/1/2022

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
25-2022	03/20/2022	03/22/2022	CH	PAYCHEXS	\$135.20	O
26-2022	04/01/2022	03/23/2022	CH	OHIO PUBLIC EMPLOYEES DEFERRED CO	\$1,065.00	O
27-2022	04/01/2022	03/23/2022	CH	OHIO PUBLIC EMPLOYEES DEFERRED CO	\$630.00	O
28-2022	03/31/2022	03/25/2022	CH	PAYCHEXS	\$53,973.89	O
32059	03/31/2022	03/26/2022	AW	MEDINA COUNTY ALL HAZARDS TEAM	\$4,132.35	O
32060	03/31/2022	03/26/2022	AW	MEDINA COUNTY EMERGENCY MANAGEM	\$2,451.14	O
32061	03/31/2022	03/26/2022	AW	A.J. TREE SERVICE, LLC	\$2,700.00	O
32062	03/31/2022	03/26/2022	AW	AT&T MOBILITY	\$279.00	O
32063	03/31/2022	03/26/2022	AW	MEDINA HOSPITAL	\$35,212.76	O
32064	03/31/2022	03/26/2022	AW	FBN SYSTEMS, INC.	\$675.00	O
32065	03/31/2022	03/26/2022	AW	CINTAS CORP #011	\$124.36	O
32066	03/31/2022	03/26/2022	AW	RUMPKE	\$127.56	O
32067	03/31/2022	03/26/2022	AW	OHIO EDISON	\$863.95	O
32068	03/31/2022	03/26/2022	AW	WATCH GUARD VIDEO	\$24,012.00	O
32069	03/31/2022	03/26/2022	AW	PLATE ENGRAVING CORP.	\$6.00	O
32070	03/31/2022	03/26/2022	AW	E&H HARDWARE GROUP LLC	\$11.99	O
32071	03/31/2022	03/26/2022	AW	AMAZON	\$39.72	O
32072	03/31/2022	03/26/2022	AW	SCHAEFFERS SPECILIZED LUBRICANTS	\$1,298.54	O
32073	03/31/2022	03/26/2022	AW	REINHARDT SUPPLY	\$73.70	O
32074	03/31/2022	03/26/2022	AW	PRO-TECH SECURITY SALES	\$912.00	O
32075	03/31/2022	03/26/2022	AW	IMMAGES DESIGN STUDIO	\$937.50	O
32076	03/31/2022	03/26/2022	AW	PNC BANK	\$520.01	O
Total Payments:					\$130,181.67	
Total Conversion Vouchers:					\$0.00	
Total Less Conversion Vouchers:					\$130,181.67	

Type: AM - Accounting Manual Warrant, AW - Accounting Warrant, IM - Investment Manual Warrant, IW - Investment Warrant, PM - Payroll Manual Warrant, PR - Payroll Warrant, RW - Reduction of Receipt Warrant, SW - Skipped Warrant, WH - Withholding Warrant, WM - Withholding Manual, WS - Special Warrant, CH - Electronic Payment Advice, IL - Investment Loss, EP - Payroll EFT Voucher, CV - Payroll Conversion Voucher, SV - Payroll Special Voucher, EW - Withholding Voucher, POS ADJ - Positive Adjustment, NEG ADJ - Negative Adjustment, POS REAL - Positive Reallocation, NEG REAL - Negative Reallocation

Status: O - Outstanding, C - Cleared, V - Voided, B - Batch

* Asterisked amounts are not included in report totals. These transactions occurred outside the reported date range but are listed for reference.

APPROVED BY MEDINA TWP. TRUSTEES

Date 3-31-2022

Trustee Chm. [Signature]

Trustee [Signature]

Trustee [Signature]

Bank Reconciliation

Reconciled Date 2/28/2022

Posted 3/22/2022 2:49:08 PM

Prior UAN Balance:		\$6,458,480.13
Receipts:	+	\$1,389,198.18
Payments:	-	\$312,920.38
Adjustments:	+	\$0.00
Current UAN Balance as of 02/28/2022:		\$7,534,757.93
Other Adjusting Factors:	+	\$0.00
Adjusted UAN Balance as of 02/28/2022:		\$7,534,757.93
Entered Bank Balances as of 02/28/2022:		\$7,538,945.91
Deposits in Transit:	+	\$0.00
Outstanding Payments:	-	\$4,187.98
Outstanding Adjustments:	+	\$0.00
Other Adjusting Factors:	+	\$0.00
Adjusted Bank Balances as of 02/28/2022:		\$7,534,757.93

Balances Reconciled

Governing Board Signatures

There are no outstanding receipts as of 02/28/2022.

There are no outstanding adjustments as of 02/28/2022.

APPROVED BY MEDINA TWP. TRUSTEES

Date 3-31-2022

Trustee Chm. _____

Trustee Trustee 

Bank Balances

UAN v2022.1

Reconciled Date 2/28/2022

Posted 3/22/2022 2:49:08 PM

Type	Name	Number	Prior Bank Balance	Calculated Bank Balance	Entered Bank Balance	Difference
Primary	PRIMARY		\$5,440,905.41	\$6,519,453.58	\$6,519,453.58	\$0.00
Secondary	STAR OHIO		\$0.00	\$0.00	\$0.00	\$0.00
Secondary	STAROHIO		\$0.00	\$0.00	\$0.00	\$0.00
Investment	STAR FIRE		\$5,208.21	\$5,208.84	\$5,208.84	\$0.00
Investment	STAR GEN		\$912,257.19	\$912,366.89	\$912,366.89	\$0.00
Investment	WSTFLD CD		\$101,895.94	\$101,916.60	\$101,916.60	\$0.00
Total:			<u>\$6,460,266.75</u>	<u>\$7,538,945.91</u>	<u>\$7,538,945.91</u>	<u>\$0.00</u>

Outstanding Payments

UAN v2022.1

Reconciled Date 2/28/2022

Posted 3/22/2022 2:49:08 PM

Account	Type	Payment #	Post Date	Vendor / Payee	Amount
PRIMARY	Warrant	31966	02/17/2022	CLEVELAND CLINIC ATWORK	\$78.00
PRIMARY	Warrant	31985	02/17/2022	COLUMBIA GAS OF OHIO	\$2,840.18
PRIMARY	Warrant	31987	02/17/2022	TOSHIBA FINANCIAL SERVICES	\$99.41
PRIMARY	Warrant	31989	02/17/2022	ALBRIGHT SECURITY CENTER	\$1,025.00
PRIMARY	Warrant	31991	02/17/2022	KESSLER, JEFFREY	\$145.39
					<hr/>
					\$4,187.98
					<hr/>

Revenue Status

By Fund

As Of 2/28/2022

Fund: 1000 General

Account Code	Account Name	Final Budget	Revenue	Budget Balance	YTD % Received
1000-101-0000	General Property Tax - Real Estate	\$555,900.00	\$245,010.00	\$310,890.00	44.074%
1000-102-0000	Tangible Personal Property Tax	\$0.00	\$0.00	\$0.00	0.000%
1000-103-1000	Permissive Sales Tax{MOTEL TAX}	\$130,000.00	\$34,915.37	\$95,084.63	26.858%
1000-301-0000	Licenses and Permits	\$350.00	\$0.00	\$350.00	0.000%
1000-302-0000	Fees	\$34,955.00	\$4,762.09	\$30,192.91	13.623%
1000-303-0000	Cable Franchise Fees	\$140,000.00	\$36,488.16	\$103,511.84	26.063%
1000-401-0000	Fines	\$12,000.00	\$942.62	\$11,057.38	7.855%
1000-531-0000	Estate Tax	\$0.00	\$0.00	\$0.00	0.000%
1000-532-0000	Local Government Distribution	\$55,000.00	\$7,483.53	\$47,516.47	13.606%
1000-533-0000	Liquor Permit Fees	\$8,000.00	\$0.00	\$8,000.00	0.000%
1000-534-0000	Cigarette License Fees	\$600.00	\$0.00	\$600.00	0.000%
1000-535-0000	Property Tax Allocation	\$35,000.00	\$0.00	\$35,000.00	0.000%
1000-539-0000	Other - State Receipts	\$5,000.00	\$217.03	\$4,782.97	4.341%
1000-591-0000	Intergovernmental Receipts (Non-State and Non-Federal)	\$0.00	\$0.00	\$0.00	0.000%
1000-701-0000	Interest	\$7,000.00	\$1,094.66	\$5,905.34	15.638%
1000-801-0000	Gifts and Donations	\$0.00	\$0.00	\$0.00	0.000%
1000-891-0000	Other - Miscellaneous Operating	\$5,000.00	\$4,361.54	\$638.46	87.231%
1000-892-0000	Other - Miscellaneous Non-Operating	\$0.00	\$0.00	\$0.00	0.000%
1000-941-9201	Advances - In{(PD FUND 2081)}	\$0.00	\$0.00	\$0.00	0.000%
1000-941-9202	Advances - In{(EMS FUND 2281)}	\$0.00	\$0.00	\$0.00	0.000%
1000-951-0000	Sale of Fixed Assets	\$0.00	\$0.00	\$0.00	0.000%
1000-951-0001	Sale of Fixed Assets{(REMSEN BLDG)}	\$0.00	\$0.00	\$0.00	0.000%
1000-982-0231	Extraordinary Items{RPRS TO FIRE STATION}	\$0.00	\$0.00	\$0.00	0.000%
Fund 1000 Sub-Total:		\$988,805.00	\$335,275.00	\$653,530.00	33.907%

APPROVED BY MEDINA TWP. TRUSTEES

Date 3-31-2022

Trustee Chm.

Trustee

Trustee

Revenue Status

UAN v2022.1

By Fund

As Of 2/28/2022

Fund: 2011 Motor Vehicle License Tax

Account Code	Account Name	Final Budget	Revenue	Budget Balance	YTD % Received
2011-536-0000	Motor Vehicle License Tax - State Levied	\$17,000.00	\$2,737.00	\$14,263.00	16.100%
2011-701-0000	Interest	\$25.00	\$3.20	\$21.80	12.800%
Fund 2011 Sub-Total:		\$17,025.00	\$2,740.20	\$14,284.80	16.095%

Fund: 2021 Gasoline Tax

Account Code	Account Name	Final Budget	Revenue	Budget Balance	YTD % Received
2021-537-0000	Gasoline Tax	\$188,000.00	\$31,441.41	\$156,558.59	16.724%
2021-701-0000	Interest	\$100.00	\$25.84	\$74.16	25.840%
Fund 2021 Sub-Total:		\$188,100.00	\$31,467.25	\$156,632.75	16.729%

Revenue Status

UAN v2022.1

By Fund

As Of 2/28/2022

Fund: 2031 Road and Bridge

Account Code	Account Name	Final Budget	Revenue	Budget Balance	YTD % Received
2031-101-0000	General Property Tax - Real Estate	\$555,900.00	\$245,020.00	\$310,880.00	44.076%
2031-102-0000	Tangible Personal Property Tax	\$0.00	\$0.00	\$0.00	0.000%
2031-302-0582	Fees{BLAKSLEE PARK}	\$20,000.00	\$0.00	\$20,000.00	0.000%
2031-535-0000	Property Tax Allocation	\$63,000.00	\$0.00	\$63,000.00	0.000%
2031-539-0000	Other - State Receipts	\$54,250.00	\$4,412.35	\$49,837.65	8.133%
2031-591-0000	Intergovernmental Receipts (Non-State and Non-Federal)	\$0.00	\$0.00	\$0.00	0.000%
2031-701-0000	Interest	\$0.00	\$0.00	\$0.00	0.000%
2031-801-0582	Gifts and Donations{BLAKSLEE PARK}	\$0.00	\$0.00	\$0.00	0.000%
2031-891-0000	Other - Miscellaneous Operating	\$6,000.00	\$0.00	\$6,000.00	0.000%
2031-892-0000	Other - Miscellaneous Non-Operating	\$0.00	\$0.00	\$0.00	0.000%
2031-931-0000	Transfers - In	\$0.00	\$0.00	\$0.00	0.000%
2031-951-0000	Sale of Fixed Assets	\$0.00	\$0.00	\$0.00	0.000%
Fund 2031 Sub-Total:		\$699,150.00	\$249,432.35	\$449,717.65	35.677%

Fund: 2041 Cemetery

Account Code	Account Name	Final Budget	Revenue	Budget Balance	YTD % Received
2041-539-0000	Other - State Receipts	\$0.00	\$0.00	\$0.00	0.000%
2041-801-0000	Gifts and Donations	\$0.00	\$0.00	\$0.00	0.000%
2041-804-0000	Sale of Cemetery Lots	\$2,500.00	\$2,200.00	\$300.00	88.000%
2041-805-0000	Other Local Grants (not from another government)	\$0.00	\$0.00	\$0.00	0.000%
2041-892-0000	Other - Miscellaneous Non-Operating	\$0.00	\$0.00	\$0.00	0.000%
2041-931-0000	Transfers - In	\$0.00	\$0.00	\$0.00	0.000%
Fund 2041 Sub-Total:		\$2,500.00	\$2,200.00	\$300.00	88.000%

MEDINA TOWNSHIP, MEDINA COUNTY

Revenue Status

By Fund

As Of 2/28/2022

3/22/2022 3:05:49 PM

UAN v2022.1

Fund: 2081 Police District

Account Code	Account Name	Final Budget	Revenue	Budget Balance	YTD % Received
2081-101-0000	General Property Tax - Real Estate	\$939,700.00	\$462,410.00	\$477,290.00	49.208%
2081-102-0000	Tangible Personal Property Tax	\$0.00	\$0.00	\$0.00	0.000%
2081-535-0000	Property Tax Allocation	\$110,000.00	\$0.00	\$110,000.00	0.000%
2081-539-0000	Other - State Receipts	\$27,000.00	\$4,604.44	\$22,395.56	17.053%
2081-539-0691	Other - State Receipts{CPT-POLICE TRAINING}	\$0.00	\$0.00	\$0.00	0.000%
2081-701-0000	Interest	\$0.00	\$0.00	\$0.00	0.000%
2081-801-0000	Gifts and Donations	\$1,000.00	\$100.00	\$900.00	10.000%
2081-801-4000	Gifts and Donations{COM.PARTNER'S PROGRAM}	\$0.00	\$0.00	\$0.00	0.000%
2081-891-0000	Other - Miscellaneous Operating	\$5,000.00	\$0.00	\$5,000.00	0.000%
2081-891-0691	Other - Miscellaneous Operating{CPT-POLICE TRAINING}	\$0.00	\$0.00	\$0.00	0.000%
2081-892-0000	Other - Miscellaneous Non-Operating	\$0.00	\$0.00	\$0.00	0.000%
2081-931-0000	Transfers - In	\$0.00	\$0.00	\$0.00	0.000%
2081-941-0000	Advances - In	\$0.00	\$0.00	\$0.00	0.000%
2081-951-0000	Sale of Fixed Assets	\$0.00	\$0.00	\$0.00	0.000%
Fund 2081 Sub-Total:		\$1,082,700.00	\$467,114.44	\$615,585.56	43.143%

Revenue Status

UAN v2022.1

By Fund

As Of 2/28/2022

Fund: 2111 Fire District

Account Code	Account Name	Final Budget	Revenue	Budget Balance	YTD % Received
2111-101-0000	General Property Tax - Real Estate	\$0.00	\$0.00	\$0.00	0.000%
2111-102-0000	Tangible Personal Property Tax	\$0.00	\$0.00	\$0.00	0.000%
2111-535-0000	Property Tax Allocation	\$0.00	\$0.00	\$0.00	0.000%
2111-539-0000	Other - State Receipts	\$0.00	\$0.00	\$0.00	0.000%
2111-539-2112	Other - State Receipts{FIRE DEPT. TRAINING GRANT}	\$0.00	\$0.00	\$0.00	0.000%
2111-701-0000	Interest	\$0.00	\$0.00	\$0.00	0.000%
2111-801-0000	Gifts and Donations	\$0.00	\$0.00	\$0.00	0.000%
2111-891-0000	Other - Miscellaneous Operating	\$0.00	\$0.00	\$0.00	0.000%
2111-892-0000	Other - Miscellaneous Non-Operating	\$0.00	\$0.00	\$0.00	0.000%
2111-951-0000	Sale of Fixed Assets	\$0.00	\$0.00	\$0.00	0.000%
Fund 2111 Sub-Total:		\$0.00	\$0.00	\$0.00	0.000%

Fund: 2191 SAFETY SERVICES LEVY

Account Code	Account Name	Final Budget	Revenue	Budget Balance	YTD % Received
2191-101-0000	General Property Tax - Real Estate	\$519,000.00	\$257,980.00	\$261,020.00	49.707%
2191-299-0000	Other - Charges for Services	\$0.00	\$0.00	\$0.00	0.000%
2191-535-0000	Property Tax Allocation	\$8,000.00	\$0.00	\$8,000.00	0.000%
2191-539-0000	Other - State Receipts	\$0.00	\$0.00	\$0.00	0.000%
2191-891-0000	Other - Miscellaneous Operating	\$0.00	\$0.00	\$0.00	0.000%
2191-892-0000	Other - Miscellaneous Non-Operating	\$0.00	\$0.00	\$0.00	0.000%
Fund 2191 Sub-Total:		\$527,000.00	\$257,980.00	\$269,020.00	48.953%

Revenue Status

UAN v2022.1

By Fund

As Of 2/28/2022

Fund: 2231 Permissive Motor Vehicle License Tax

Account Code	Account Name	Final Budget	Revenue	Budget Balance	YTD % Received
2231-592-0000	Motor Vehicle License Tax - County Levied	\$89,000.00	\$16,150.31	\$72,849.69	18.146%
2231-701-0000	Interest	\$35.00	\$23.63	\$11.37	67.514%
Fund 2231 Sub-Total:		\$89,035.00	\$16,173.94	\$72,861.06	18.166%

Fund: 2261 Law Enforcement Trust

Account Code	Account Name	Final Budget	Revenue	Budget Balance	YTD % Received
2261-512-0000	Proceeds from Federal Law Enforcement Agencies	\$0.00	\$0.00	\$0.00	0.000%
Fund 2261 Sub-Total:		\$0.00	\$0.00	\$0.00	0.000%

Fund: 2272 Coronavirus Relief Fund

Account Code	Account Name	Final Budget	Revenue	Budget Balance	YTD % Received
2272-511-0000	Federal Funds	\$0.00	\$0.00	\$0.00	0.000%
2272-539-0000	Other - State Receipts	\$0.00	\$0.00	\$0.00	0.000%
2272-701-0000	Interest	\$0.00	\$0.00	\$0.00	0.000%
Fund 2272 Sub-Total:		\$0.00	\$0.00	\$0.00	0.000%

Fund: 2273 Coronavirus Relief Fund

Account Code	Account Name	Final Budget	Revenue	Budget Balance	YTD % Received
2273-511-0000	Federal Funds	\$473,946.17	\$0.00	\$473,946.17	0.000%
2273-701-0000	Interest	\$0.00	\$0.00	\$0.00	0.000%
Fund 2273 Sub-Total:		\$473,946.17	\$0.00	\$473,946.17	0.000%

Revenue Status

By Fund

As Of 2/28/2022

Fund: 2281 Fire and Rescue, Ambulance and EMS
Serv.

Account Code	Account Name	Final Budget	Revenue	Budget Balance	YTD % Received
2281-101-0000	General Property Tax - Real Estate	\$495,300.00	\$246,250.00	\$249,050.00	49.717%
2281-102-0000	Tangible Personal Property Tax	\$0.00	\$0.00	\$0.00	0.000%
2281-535-0000	Property Tax Allocation	\$43,000.00	\$0.00	\$43,000.00	0.000%
2281-891-0000	Other - Miscellaneous Operating	\$0.00	\$0.00	\$0.00	0.000%
2281-941-0000	Advances - In	\$0.00	\$0.00	\$0.00	0.000%
Fund 2281 Sub-Total:		\$538,300.00	\$246,250.00	\$292,050.00	45.746%
Report Total:		\$4,606,561.17	\$1,608,633.18	\$2,997,927.99	34.920%

Fund Status

UAN v2022.1

As Of 2/28/2022

Fund Number	Fund Name	% of Total Pooled	Fund Balance	Investments (Non-Pooled)	Checking & Pooled Investments (Pooled)
1000	General	39.604%	\$2,983,928.93	\$0.00	\$2,983,928.93
2011	Motor Vehicle License Tax	0.268%	\$20,204.78	\$0.00	\$20,204.78
2021	Gasoline Tax	2.197%	\$165,530.97	\$0.00	\$165,530.97
2031	Road and Bridge	7.501%	\$565,218.87	\$0.00	\$565,218.87
2041	Cemetery	0.318%	\$23,965.28	\$0.00	\$23,965.28
2081	Police District	9.065%	\$683,039.15	\$0.00	\$683,039.15
2111	Fire District	10.706%	\$806,701.70	\$0.00	\$806,701.70
2191	SAFETY SERVICES LEVY	11.036%	\$831,522.75	\$0.00	\$831,522.75
2231	Permissive Motor Vehicle License Tax	1.964%	\$148,003.62	\$0.00	\$148,003.62
2261	Law Enforcement Trust	0.007%	\$564.17	\$0.00	\$564.17
2272	Coronavirus Relief Fund	0.000%	\$0.00	\$0.00	\$0.00
2273	Coronavirus Relief Fund	5.875%	\$442,682.23	\$0.00	\$442,682.23
2281	Fire and Rescue, Ambulance and EMS Se	11.459%	\$863,395.48	\$0.00	\$863,395.48
2901	Miscellaneous Special Revenue	0.000%	\$0.00	\$0.00	\$0.00
2902	JAG-LE-GRANT-5284	0.000%	\$0.00	\$0.00	\$0.00
2903	JAG SENIOR GRANT-6829	0.000%	\$0.00	\$0.00	\$0.00
All Funds Total			\$7,534,757.93	\$0.00	\$7,534,757.93
Pooled Investments					\$1,015,259.37
Secondary Checking Accounts					\$4,232.96
Available Primary Checking Balance					\$6,515,265.60

Last reconciled to bank: 02/28/2022 – Total other adjusting factors: \$0.00

APPROVED BY MEDINA TWP. TRUSTEES

Date 3-31-2022

Trustee Chm. _____

Trustee [Signature]Trustee [Signature]



Medina Township

MAR 14 2022

Received 

To: OTARMA Members
From: Burnham & Flower Insurance Group
Date: March 1, 2022
Re: Coverage and Intergovernmental Contract Updates

We want to take this opportunity to thank you for your membership in OTARMA and provide you with recent updates to your coverage documents and membership agreement. Below is a summary of the coverage modifications to your Governmental Property Agreement ("GPA") and the Legal Defense and Claim Payment Agreement ("LDCPA"). In addition, the Intergovernmental Contract ("IGC"), the agreement between OTARMA and its members, has recently been updated by the Board. The related documents are enclosed for your review.

Electronic Vandalism Endorsement – effective January 1, 2022

The Electronic Vandalism Endorsement GPA 0787 (01 22), will replace the existing Computer Virus Extension found in the GPA. This Endorsement will provide a limit of \$250,000 per occurrence, which is an increase from the current Computer Virus Extension limit of \$50,000 in the GPA. This Endorsement will cover loss, costs and expenses caused by "electronic vandalism," which includes willful and malicious destruction of computer programs or electronic data stored on computer systems, along with unauthorized computer code or programming that results in damage to computer systems.

Personal Injustices Endorsement – effective at your township's 2022 anniversary date

The Personal Injustices Endorsement, LDCPA 0503 (01 22), will modify the LDCPA by excluding coverage for all claims for personal injustices and related personal injustices that are alleged to have first occurred prior to the retroactive date of coverage. Additionally, pursuant to the endorsement, all related personal injustices constitute a single personal injustice. For personal injustices claims that are covered by the LDCPA, the limits set forth in the Declarations in effect at the time that the first of the personal injustices and related personal injustices are alleged to have occurred shall apply.

Cyber Breach Coverage Endorsement– effective at your township's 2022 anniversary date

The Cyber Breach Coverage Endorsement, LDCPA 0760 (01 22), will modify the LDCPA by providing enhanced coverage in the event that your township sustains a loss as a result of a cyber breach, including newly-added coverages for network interruption and data recovery losses as part of a system failure, along with cybercrime coverage. This coverage is being provided with a limit of \$250,000 per claim, subject to a \$10,000 member deductible. There is \$2,000,000 systemic event limit, which means that if two or more OTARMA Members sustain covered losses that are caused by the same act or series of related acts, OTARMA's liability will be limited to \$2,000,000, to be apportioned on a pro rata basis between affected members, (but never to exceed \$250,000 for any one member). If such a systemic event occurs, your township's \$250,000 limit may be reduced, based on the number of other members who sustain covered losses and the amount of those losses.

(OVER)

Communicable Disease Endorsement– effective at your township’s 2022 anniversary date

The Communicable Disease Endorsement, LDCPA 0502 (01 22), will modify the LDCPA by excluding coverage for any bodily injury or personal injury arising out of the actual or alleged transmission of any communicable disease, including transmission during any training, education, activities or supervision of any jail or law enforcement operations.

GPA Coverage Extensions– effective at your township’s 2022 anniversary date

There will also be several changes to your GPA coverage extensions. The following extension coverage limits and duration of time will be as follows:

<u>Extension</u>	<u>Limit/Duration</u>
Extended Gross Earnings, Extra Expense, and Cost	Maximum 180 Days
Civil Authority	Maximum 30 Days
Newly Constructed or Acquired Property	\$2,000,000
Personal Property of Others	\$250,000
Building or Addition Under Construction	\$1,000,000*
Building or Addition Under Construction - Frame	Excluded*
Electronic Vandalism	\$250,000

** Higher limits available upon request.*

The above is a summary only. Please carefully review the enclosed endorsements for additional details regarding coverage terms and conditions.

Intergovernmental Contract

Under the previous IGC, all notices are required to be in writing and, “shall be sent certified mail return receipt requested with postage prepaid or as otherwise provided herein.” The options for transmitting information are much broader and quicker than they were just a few decades ago; digital communication channels have become a conventional option, offering the ability to share information instantly and efficiently, eliminating the cost of traditional postage and supplies as well as lessening ecological impressions. Accordingly, Article XVIII of the IGC has been amended to update the notice requirements. Pursuant to the IGC, your township is not required to execute, by signature, the updated IGC. It automatically becomes effective and replaces the previous IGC. The updated IGC is enclosed.

After review of these materials, if you have any questions, please contact your OTARMA Representative.

Thank you for your loyal commitment to OTARMA.

Thomas Welsh
Director of Ohio Governmental Programs
Burnham & Flower Insurance Group
T: 614.353.1077 twelsh@bfgroup.com

INTERGOVERNMENTAL CONTRACT FOR THE ADMINISTRATION OF THE OHIO TOWNSHIP ASSOCIATION RISK MANAGEMENT AUTHORITY

Whereas, the Revised Code of the State of Ohio authorizes Townships to join with other Townships to establish and maintain a joint self-insurance pool pursuant to a written agreement;

Whereas, in 1987, certain Townships in Ohio established a joint self-insurance pool known as the Ohio Township Association Risk Management Authority by entering into a written agreement bearing the title Intergovernmental Contract for the Ohio Township Association Risk Management Authority, which agreement has been amended from time to time and is now referred to as the Intergovernmental Contract for the Administration of the Ohio Township Association Risk Management Authority (Contract);

Whereas, since 1987, additional Townships have joined the Ohio Township Association Risk Management Authority by executing the Contract;

Whereas, the Board desires to update the Contract and hereby amends and restates the Contract in its entirety as set forth herein; and

Now, therefore, all new and existing Members agree to abide by the terms and conditions of this Contract and all actions taken pursuant to this Contract. In consideration of the mutual covenants of all signatories hereto, it is agreed as follows:

ARTICLE I – NAME AND DURATION

The signatories hereto, together with future signatories, establish a joint self-insurance pool as a separate legal and administrative entity for the purpose of effectuating this Contract. The joint self-insurance pool created by this Contract shall be known as Ohio Township Association Risk Management Authority and shall have a perpetual duration and shall continue until terminated pursuant to this Contract.

ARTICLE II - PURPOSE

The purposes of this Contract are to form a joint self-insurance pool, provide for joint and cooperative pooling of financial and administrative resources, provide risk management services and risk sharing facilities to the Members and to the Members' employees, and defend and protect, in accordance with this Contract, any Member of the Pool against liability as outlined in the Appendix.

The Pool shall not be considered an insurance company and the Pool's activities and operations pursuant to this Contract do not constitute doing an insurance business, as cited in §2744.081 of the Code.

This Contract shall constitute a contract among those Townships that are currently Members or that at any time enter into this Contract and become Members of the Pool.

The liability of each Member is limited to the amount of financial contributions required to be made to the Pool pursuant to this Contract.

This Contract shall not inure to the benefit of third parties nor does any party hereto waive such sovereign or governmental immunity as may be available to it individually. Except as provided for herein, no Member shall be responsible, jointly or severally, for the liabilities of any other Member.

ARTICLE III - DEFINITIONS

In the interpretation of this Contract the following definitions shall apply unless the context requires another interpretation:

1. "Administrator" shall mean the entity that supervises the administration of the Pool and performs the duties delegated to it by the Board and those duties set forth in the Administration Agreement.
2. "Annual Casualty Budgetary Contribution" shall mean those contributions made by Members pursuant to Article IX.
3. "Annual Property Budgetary Contribution" shall mean those contributions applicable to coverage for Property Risks made by Members pursuant to Article X.

4. "Appendix" shall mean the document attached hereto setting forth the Scope of Coverage and subsequent amendments and/or endorsements thereto.

5. "Basis Rate" shall mean that amount annually promulgated by the Administrator deemed necessary to provide the Scope of Coverage afforded to a Member for the period of one year.

6. "Board" shall mean the Board of Directors of Ohio Township Association Risk Management Authority.

7. "Casualty Budgetary Fund" shall mean that fund established and maintained pursuant to Article IX, which may be supplemented by investment income.

8. "Code" shall mean the Revised Code of the State of Ohio, as the same may be amended from time to time.

9. "Contract" shall mean this Intergovernmental Contract for the Administration of the Ohio Township Association Risk Management Authority including all appendices and amendments hereto and all of its counterparts.

10. "Cumulative Reserve Fund" also referred to herein as the "CRF" shall mean that fund established and maintained pursuant to Article XI, which may be supplemented by investment income.

11. "Cumulative Reserve Fund Contribution" shall mean those amounts paid by Members to fund the CRF pursuant to Article XI.

12. "Director" shall mean a member of the Ohio Township Association Risk Management Authority Board of Directors.

13. "Member" shall mean a Township participating in the Ohio Township Association Risk Management Authority by executing this Contract.

14. "OTA" shall mean the Ohio Township Association.

15. "Pool" shall mean the Ohio Township Association Risk Management Authority.

16. "Property Budgetary Fund" shall mean that fund established and maintained pursuant to Article X, which may be supplemented by investment income.

17. "Property Coverage" shall mean the coverage afforded a Member for Property Risk as outlined in the Scope of Coverage and the Member's Property Risk Sharing Certificate and subsequent amendments and/or endorsements thereto.

18. "Property Risk" shall mean Property, Vehicle Physical Damage, Inland Marine, Fidelity, and other similar coverages usual to a Township.

19. "Property Risk Sharing Certificate" shall mean that document provided to a Member evidencing its scope, nature, and limits of Property Coverage participation in the Pool.

20. "Casualty Risk Sharing Certificate" shall mean that document provided to a Member evidencing its scope, nature, and limits of participation in the Pool.

21. "Scope of Coverage" shall mean the coverage, limits, and deductibles as outlined in the Appendix and subsequent amendments and/or endorsements thereto.

22. "Township" shall mean (a) a body politic and corporate, existing pursuant to Title 5 of the Code for the purpose of enjoying and exercising the rights and privileges conferred upon it by law and (b) entities comprised of Townships and controlled by elected Township officials.

ARTICLE IV – MEMBERSHIP

Membership of the Pool shall consist of Townships and any other political subdivision approved by the Board that have entered into this Contract by and through a representative duly authorized to execute this Contract. Members agree to the admission of future Members and acknowledge that they shall have no right to object to the addition of new Members provided the new Members are admitted in accordance with the terms hereof. This Contract shall automatically renew and continue in force unless the provisions for withdrawal or termination are applied.

Each Member shall appoint a representative and an alternate to represent the Member with the Pool. That representative shall act as liaison between the Member and the Pool. The representative shall communicate to the Member risk reduction and loss control information, and any other information or instructions concerning the obligations of the Member imposed by this Contract and the rules and regulations established hereunder. Either the representative or alternate shall vote on behalf of the Member.

Each Member of the Pool shall:

1. Promptly report to the Pool any incident that could result in a claim being made by or against the Member within the Scope of Coverage;
2. Cooperate with the Board and Administrator in establishing loss control procedures required by the Board and Administrator;
3. Provide to the Pool such information as needed for rating purposes, including, but not limited to, an audit prepared by the Member's staff, a certified public accountant, or by the Auditor of the State of Ohio of all revenues and expenditures by the Member for any Member's fiscal year for which figures are requested by the Administrator and/or the Pool;
4. Provide access to all records, including financial records and/or properties of the Member upon request of the Administrator and/or representatives of the Pool;
5. Cooperate with the Pool's attorneys, claims adjusters, the Administrator and any employee, officer or subcontractor relating to the purpose, powers and work of the Pool;
6. Allow attorneys and others employed by the Pool to represent the Member in investigation, settlement, and all levels of litigation arising out of any claim made against the Member within the Scope of Coverage furnished by the Pool;
7. Pay when due all contributions or other monetary obligations, due or required, pursuant to this Contract.

ARTICLE V - BOARD OF DIRECTORS

1. **Administration of this Contract.** The administration of this Contract and management of the Casualty Budgetary Fund, Property Budgetary Fund, and Cumulative Reserve Fund shall be governed by the Board.

2. **Director Qualifications:** Each Director shall be at least one of the following:

- a. a township trustee, a fiscal officer, or a township administrator of a Pool Member;
- b. an official or representative of the OTA who represents a township that is also a Member of the Pool; or
- c. the Executive Director of the OTA.

3. **Board Composition.** The Board shall consist of seven (7) Directors, four (4) of which shall be elected by the majority vote of the Pool Members and three (3) of which shall be the President, the Executive Director, and the Chair of the Insurance Committee of the OTA; provided, however, that if the President or Chair of the Insurance Committee of the OTA does not represent a township that is Member of the Pool, the OTA shall appoint a member who does represent a township that is a Member of the Pool to serve in the place of the President or Chair of the Insurance Committee of the OTA. Excluding the OTA Board positions, no more than one (1) Director may be a township administrator of a Pool Member.

4. **Eligibility and Vacancies.** Should the number of Directors become less than the number determined by the Board due to disqualification, death, incompetence, resignation or other cause, the remaining Directors shall appoint by majority vote a person(s) to fill such vacancy or vacancies so that a full Board may be maintained. Any Director may resign by sending notice of resignation to the Administrator.

5. **Term of Directors.** Excluding the OTA Board positions, Directors shall serve for a term of four (4) years. The four year terms shall be staggered to promote stability and continuity. There shall be no prohibition on election to successive terms.

6. **Board Election Procedures.** An election to fill the position(s) of Directors with an expiring term shall be held at least once every other year within ninety (90) days after the beginning of the fiscal year of the Pool. Participating Members may nominate candidates for the terms to be filled in accordance with the Pool's election policy and this Contract. Each Member shall have one (1) vote which may be cast in person, by proxy, electronically, or by mail. Election shall be by a majority of Members voting.

7. **Meetings of the Board.** Meetings of the Board shall be held at least annually at such time as it shall prescribe. Any item of Pool business may be considered at such meetings. Special meetings may be called by the Administrator or by a majority of the Board. Meetings may be held by telephone, electronically, or by a written executed document.

8. **Executive Committee.** The Board may, from time to time, elect an Executive Committee. Membership of the Executive Committee may be changed at any time by majority vote of the Board. The Executive Committee shall inform and direct the Administrator on Board policy and shall exercise powers for and on behalf of the Board as it deems necessary for the prudent operation and management of the Pool until matters requiring Board action are considered at the next Board meeting.

9. **Director Compensation.** Directors shall be entitled to reimbursement of actual expenses incurred in the pursuit of Pool business and such other reasonable and lawful compensation as may be awarded from time to time by a majority vote of the Board.

10. **Officers.** By majority vote, the Board at its first regular meeting of each fiscal year shall select from the Directors a Chair, Vice-Chair, and Secretary. No Director may serve more than two (2) consecutive terms as Chair.

11. **Clerk.** The Administrator shall serve as clerk to the Board.

ARTICLE VI – BOARD POWERS AND DUTIES

The Board shall be permitted to perform, carry out, and delegate all the powers, privileges and authority capable of being exercised pursuant to the Revised Code of the State of Ohio and this Contract, including, but not limited to:

1. Administering the Pool, receiving all Members' contributions and contractual obligations to the Pool, and settling and paying claims and losses on behalf of its Members;

2. Entering into contracts to conduct and operate the Pool, including, but not limited to, the execution of an Administration Agreement;

3. Employing agents and employees on behalf of the Pool;

4. Incurring liabilities and charges against the common funds of the Pool, but no charge, liability or obligation so incurred shall be the charge, liability or obligation of any individual party to this Contract;

5. Engaging in legal actions deemed necessary by the Board and/or Administrator, including without limitation, actions brought in the Member's name or collective names and defending claims made against the Pool;

6. Acquiring, or disposing of personal property;

7. Advising Members on loss control guidelines and procedures and providing them with risk management, loss control and risk reduction services and information;

8. Purchasing for the Members, reinsurance and/or excess insurance and entering into such excess risk sharing pools as may be available and deemed desirable for the protection of the Members and/or the Pool itself;

9. Investing Pool funds in securities and/or investments in a prudent and lawful manner in accordance with the Investment Policy Statement and Board policies;

10. Promulgating procedures and regulations for the general operation of the Pool and the general administration of this Contract;

11. Taking such action as is necessary to cancel the participation/terminate the contract of any Member as provided herein;

12. Providing surety and/or fidelity bonds, as may be available, for members of the Board, and all persons charged with the custody or investment of Pool monies.

13. Authorizing periodic distributions to Members of any surplus, including without limitation, casualty and property surplus and the Cumulative Reserve Fund. The Board shall have the sole authority to decide when the distribution of surplus shall be made, the amount to be distributed and establish a basis for distribution.

ARTICLE VII - ADMINISTRATOR

The Board shall have the authority to hire the Administrator and delegate to the Administrator certain powers and duties as the Board shall deem advisable.

The Board shall receive, at least annually, a report from the Administrator. The nature and details of the report shall be established by the Board, and shall be in addition to any reports that the Administrator shall be required to file with any regulatory authority having jurisdiction over the Pool.

ARTICLE VIII – NON-LIABILITY OF THE BOARD, ADMINISTRATOR, SUBCONTRACTORS, AND EMPLOYEES

The Board and the Administrator and their directors, officers, employees, and subcontractors shall use reasonable and ordinary care in the exercise of their duties hereunder and shall be afforded all of the privileges and immunities that may attach generally to governmental officers.

The Board and the Administrator and their directors, officers, employees, and subcontractors shall not be liable for any act of negligence, mistake of judgment or any other action made, taken or omitted by them in good faith, including any loss incurred through investment of funds or failure to invest the same, unless the act or omission is the result of a willful act done in bad faith.

The funds of the Pool shall be used to indemnify, hold harmless and defend any member of the Board, the Administrator and their directors, officers, employees, and subcontractors for any act of negligence, mistake of judgment or any other action made, taken or omitted in good faith by the indemnified parties arising out of Pool business, including without limitation any loss incurred through investment of funds or failure to invest such funds; provided, however, that such actions made, taken or omitted are not the result of a willful act done in bad faith. The hold harmless, indemnity and defense provisions of this Contract shall be considered an expense of the Pool and in no event shall any individual signatory be liable for more than its pro rata contractual obligation herein.

The Administrator agrees to indemnify and hold the Pool harmless from all claims, including attorney's fees, for any acts of gross negligence or intentional wrongdoing on the part of the Administrator in performing its duties under this Contract.

The Administrator may purchase insurance providing coverage for any indemnified party, which insurance shall be considered an expense of the Pool.

No covenant or agreement contained herein shall be deemed to be the covenant or agreement of any member of the Board or the directors, officers, employees, and subcontractors of the Board and Administrator, and no such persons shall be subject to any personal liability or accountability by reason of the acceptance of a position or the undertaking of the performance of any of the responsibilities or obligations or duties contemplated in the carrying out of this Contract and/or the Administration Agreement whether by virtue of any construction, statute or rule of law.

ARTICLE IX - ESTABLISHMENT AND MAINTENANCE OF THE CASUALTY BUDGETARY FUND

The Board shall establish and maintain a Casualty Budgetary Fund for the purpose of:

1. Funding the Pool's general and administrative expenses for casualty;
2. Funding the Pool's casualty reinsurance and excess expenses;
3. Funding the Pool's claims and claims expenses;
4. Funding all or any portion of any deficiencies which may occur from withdrawals from the Cumulative Reserve Fund and/or the Property Budgetary Fund;
5. Funding the Pool's obligation to satisfy the requirements of any regulatory authority and the Pool's obligations and expenses set forth in this Contract; and
6. Establishing and maintaining surplus in an amount deemed appropriate by the Board.

At least thirty (30) days prior to the Pool's fiscal year end, the Administrator shall prepare an Annual Casualty Budget for the succeeding fiscal year, which shall consist of the foregoing items in amounts deemed sufficient for the succeeding fiscal year; the total of which shall be known as the Annual Casualty Budget.

Each Member's share of the Annual Casualty Budget shall be allocated to the Member as its Annual Casualty Budgetary Contribution and shall be in the proportion that each Member's total paid Basis Rate bears to the total paid Basis Rates of all Members as of the date of such calculation, modified to reflect the loss experience of the Member and with due consideration to the Member's individual characteristics.

In the event that there shall exist a surplus in the Casualty Budgetary Fund at the end of the Pool's fiscal year, any portion of or all of such surplus may be retained by the Pool as surplus or applied toward the Annual Casualty Budget for the subsequent year.

In the event that the Casualty Budgetary Fund is exhausted during any Pool fiscal year, any funds required to fulfill the purpose of the Casualty Budgetary Fund may be withdrawn from the Cumulative Reserve Fund and/or the surplus within the Property Budgetary Fund. The sum so withdrawn shall constitute a deficiency and shall be repaid with funds from the Casualty Budgetary Fund in the time and manner prescribed by the Board.

ARTICLE X - ESTABLISHMENT AND MAINTENANCE OF THE PROPERTY BUDGETARY FUND

The Board shall establish and maintain a Property Budgetary Fund for the purpose of:

1. Funding the Pool's general and administrative expenses for property;
2. Funding the Pool's property reinsurance and excess expenses;
3. Funding the Pool's losses and loss expenses for Property Risks;
4. Funding all or any portion of any deficiencies which may occur from withdrawals from the Cumulative Reserve Fund and/or the Casualty Budgetary Fund;
5. Funding the Pool's obligation to satisfy the requirements of any regulatory authority and the Pool's obligations and expenses set forth in this Contract; and
6. Establishing and maintaining surplus in an amount deemed appropriate by the Board.

At least thirty (30) days prior to the Pool's fiscal year end, the Administrator shall prepare an Annual Property Projection for the succeeding fiscal year, which shall consist of the foregoing items in amounts deemed sufficient for the succeeding fiscal year; the total of which shall be known as the Annual Property Projection.

Each Member's share of the Annual Property Projection shall be allocated to the Member as its Annual Property Budgetary Contribution, which shall be due on the Member's Property Risk Sharing Certificate anniversary date.

In the event that there shall exist a surplus in the Property Budgetary Fund at the end of the Pool's fiscal year, any portion of or all of such surplus may be retained by the Pool as surplus or applied toward the Annual Property Projection for the subsequent year.

In the event that the Property Budgetary Fund is exhausted during any Pool fiscal year, any funds required to fulfill the purpose of the Property Budgetary Fund may be withdrawn from the Cumulative Reserve Fund and/or the surplus within the Casualty Budgetary Fund. The sum so withdrawn shall constitute a deficiency and shall be repaid with funds from the Property Budgetary Fund in the time and manner prescribed by the Board.

ARTICLE XI - ESTABLISHMENT AND MAINTENANCE OF THE CUMULATIVE RESERVE FUND

The Board shall establish and maintain a Cumulative Reserve Fund for the purpose of providing funds in the event that the Casualty Budgetary Fund and/or the Property Budgetary Fund are exhausted during any Pool fiscal year and establishing and maintaining surplus in an amount deemed appropriate by the Board.

In addition to the Annual Casualty Budgetary Contributions made to the Casualty Budgetary Fund pursuant to Article IX, Members purchasing casualty coverage shall make annual contributions to the CRF until each Member's annual contributions to the CRF total the amount required by the Board, which shall not exceed 300% of Basis Rate. Such contributions shall be based on each Member's Basis Rate in accordance with the following schedule and may be prorated as needed:

Initial Contribution	100% of Basis Rate
First Anniversary	75% of Basis Rate
Second Anniversary	50% of Basis Rate
Third Anniversary	30% of Basis Rate
Fourth Anniversary	25% of Basis Rate
Fifth Anniversary	20% of Basis Rate

Thereafter, no contribution shall be made to the CRF unless the Board shall require contributions for the purpose of maintaining the CRF at a level determined by the Board not to exceed 300% of Basis Rate or to comply with the requirements of any applicable regulatory authority having jurisdiction over the Pool.

The Board may authorize distributions of Cumulative Reserve Funds to fully vested Members whose CRF balance exceeds the level determined by the Board for a distribution. The Board shall have the sole authority to decide when the distribution of Cumulative Reserve Funds shall be made, the amount to be distributed and establish a basis for distribution.

ARTICLE XII - MEMBER WITHDRAWAL, CANCELLATION, OR TERMINATION

1. Members agree to continue membership for a period of not less than one (1) full year. At the conclusion of such period, or anniversary thereof, a Member who has given sixty (60) days prior written notice to the Pool pursuant to Article XVIII may withdraw. Such withdrawal notice shall be valid for that Casualty Risk Sharing Certificate year only.

Within one hundred twenty (120) days following withdrawal, the Pool shall apply the following formula to determine the amount (if any) to be refunded to the withdrawing Member.

The formula to determine the amount, if any, to be refunded to the withdrawing Member shall be calculated as follows:

The withdrawing Member's "Vested Interest in CRF Contributions"

- minus distributions of CRF received by the withdrawing Member;
- minus the Annual Casualty Budgetary Contribution which the withdrawing Member would have made for the one year period following withdrawal;
- minus the withdrawing Member's proportionate share of any deficiencies, which shall be determined in the same proportion as contributions

Total: to be received by the withdrawing Member

As used herein, "Vested Interest in CRF Contributions" shall mean the percentage of CRF contributions made to the Pool by said withdrawing Member according to the following vesting schedule:

End of Member's First Full Year:	50%
End of Member's Second Full Year:	60%
End of Member's Third Full Year:	70%
End of Member's Fourth Full Year:	80%
End of Member's Fifth Full Year:	90%
End of Member's Sixth Full Year and thereafter	100%

Effective 12:01 a.m. on the date of withdrawal and notwithstanding anything contained to the contrary within this Contract or the Casualty Risk Sharing Certificate issued pursuant to this Contract, payments for all claims and claims expense shall thereafter become the sole responsibility of the withdrawing Member without regard to whether a claim occurred or was reported prior to the withdrawal of the Member's participation in the Pool.

At the request of the withdrawing Member, the Pool will continue to service all claims which have been reported to the Pool during the withdrawing Member's period of participation so long as the withdrawing Member shall promptly reimburse the Pool for all claims expenses incurred. Payment of all claims so serviced by the Pool for a withdrawing Member shall be the sole responsibility of the withdrawing Member and the Pool shall incur no liability for payment of claims by virtue of servicing claims under the terms of this paragraph.

2. The Pool may, by a two-thirds (2/3) majority vote of the Board and by providing a Member sixty (60) days prior written notice, cancel a Member's participation in the Pool and terminate its Intergovernmental Contract effective at the end of any Casualty Risk Sharing Certificate year. Thereafter it shall be the responsibility of the Pool to defend, settle and pay claims within the scope and limits set forth in the cancelled Member's Casualty Risk Sharing Certificate in effect on the date of the occurrence out of which such claim arose. This responsibility of the Pool to defend, settle and pay claims shall apply solely to claims which occurred during the cancelled Member's participation and evidenced by the Member's Casualty Risk Sharing Certificate. The cancelled Member shall have the right, prior to the actual date of cancellation, to withdraw from the Pool by giving notice of such withdrawal. Electing to so withdraw, the Member shall be subject to the provisions of section one (1) of this Article. Failing to

elect to give notice of withdrawal pursuant to Article XVIII, the cancelled Member forfeits all rights to a refund pursuant to the formula set forth in section one (1) of this Article.

3. Any Member failing to make payments when due as required by this Contract shall be terminated from the Pool effective on the date the payment was due and upon that effective date of termination all coverages and benefits hereunder shall cease. All claims and claims expenses thereafter shall become the sole responsibility of the terminated Member without regard to whether a claim occurred or was reported prior to the termination of the Member's participation in the Pool. At the request of the terminated Member, the Pool will continue to service all claims which have been reported to the Pool during the terminated Member's period of participation so long as the terminated Member shall promptly reimburse the Pool for all claims expenses incurred. Payment of all claims so serviced by the Pool for a terminated Member shall be the sole responsibility of the terminated Member and the Pool shall incur no liability for payment of claims by virtue of servicing claims under the terms of this paragraph. The terminated Member shall also forfeit all rights to any return of contributions including a refund pursuant to the formula set forth in section one (1) of this Article. The Pool shall apply any or all of the terminated Member's forfeited funds towards said Member's Annual Casualty Budgetary Contribution due for the one (1) year period following termination. If the Member shall subsequently submit its payment, the Administrator may, in its discretion, reinstate such membership.

ARTICLE XIII - SCOPE OF RISK SHARING PROTECTION

1. The Pool provides risk sharing protection to each Member and will make or secure payment on behalf of each Member under criteria and procedures to be established for the payment of claims and losses as provided in the Member's risk sharing certificates. A Member may, with approval of the Administrator, add additional parties to the risk sharing certificates.

2. The Pool may obtain excess insurance or reinsurance, or join in excess risk sharing pools.

3. In the event that a claim or loss or series of claims or losses exceeds the amount of risk sharing protection provided by the Member's risk sharing certificates, or in the event that a claim or loss or series of claims or losses should exhaust the Casualty Budgetary Fund, the Property Budgetary Fund, the Cumulative Reserve Fund and any reinsurance, then payment of claims and losses shall be the sole and separate obligation of the individual Member or Members against whom the claim was made or the loss was incurred.

4. The Pool's retention in any one claim or loss is limited to that amount stated under "Pool Retention" in the Appendix. The Pool shall have no responsibility to respond to claims and losses in excess of the stated retention except to the extent that such sums are recoverable from reinsurance or excess insurance. The Pool shall use its best effort to collect or recover any reinsurance running to or benefiting the Pool. The failure of such reinsurance or excess insurance to respond to any request for payment shall in no way increase the Pool's liability to an amount greater than that stated as the Pool Retention.

5. A Member may purchase, in its sole discretion, any insurance coverage in addition to those amounts purchased by the Pool.

6. The Board may make changes in the Scope of Coverage, the amount of risk sharing protection or risk sharing retention by the Pool upon consideration of the needs and requirements of Members, loss experience, the kind and amounts of reinsurance or other excess coverage available. When the Board makes changes in the Scope of Coverage, notice after the taking of such action shall be sent to all Members or their representatives at the next certificate anniversary together with an updated Appendix to reflect the changes made.

ARTICLE XIV – DISSOLUTION OF THE POOL

The Pool shall be dissolved at such time as two-thirds (2/3) of the Members vote for such termination. After a vote to terminate, the Board shall commence with the orderly liquidation of the Pool's business and shall complete the same as promptly as possible. During such period of liquidation, the Pool shall continue to pay claims and losses incurred within the Scope of Coverage and pursuant to the risk sharing certificates until all funds of the Pool are exhausted. After payment of all claims and losses, any remaining funds held by the Pool shall be paid to all Members of the Pool at the time of the vote of termination, on a pro rata basis determined by the Board.

No Member shall be responsible for any claim, claims, judgment or judgments against any other Member or Members except to the extent of the assets of the Cumulative Reserve Fund and the Casualty Budgetary Fund. However, if upon termination of the Pool the remaining assets of the Pool are insufficient to satisfy indebtedness of the Pool, excluding claims or judgments against the Members, such deficiency shall be made up by the Members of the Pool by a fair and reasonable method established by the Board.

ARTICLE XV – PROVISIONS PERTAINING TO PROPERTY COVERAGE

The provisions of this Article pertain exclusively to Property Coverage.

1. Members agree to continue Property Coverage for a period of not less than one (1) full year. At the conclusion of such period, or anniversary thereof, a Member may terminate such coverage by giving notice to the Pool pursuant to Article XVIII at least thirty (30) days prior to the end of such period. Such withdrawal notice shall be valid for that Property Risk Sharing Certificate year only.

2. **Termination for Non-Payment.** In the event that a Member does not make its Annual Property Budgetary Fund Contribution, all Property Coverage shall terminate effective on the date when such contribution was due. If the Member shall subsequently submit its payment, the Administrator may, in its discretion, reinstate Property Coverage.

3. **Termination Other Than Non-Payment.** The Pool may, by a two-thirds (2/3) majority vote of the Board, terminate a Member's Property Coverage for reasons other than non-payment by giving notice to the Member of such termination at least sixty (60) days prior to the end of any Property Risk Sharing Certificate year. The notice of termination shall be made in accordance with Article XVIII of this Contract and shall state the Property Termination Date as the last day of the then-expiring Property Risk Sharing Certificate year as the effective date of termination, at which time the coverage provided by the Property Risk Sharing Certificate shall terminate.

4. Property Coverage applies only to claims and losses that occur prior to the Property Termination Date. All rights for reimbursement and any right to make a claim against the Pool shall terminate for losses that occur after the Property Termination Date.

5. A Member's election to cease Property Coverage shall not constitute a withdrawal from the Pool under any other terms and conditions of this Contract.

ARTICLE XVI - MISCELLANEOUS PROVISIONS

1. The provisions of this Contract shall be interpreted pursuant to the laws of the State of Ohio.

2. The parties hereto consent that courts in the State of Ohio shall have jurisdiction over any dispute arising under this Contract. The terms of this Contract may be enforced in a court of law in the State of Ohio either by the Pool or by any Member.

3. The consideration for the obligations imposed upon Members pursuant to and under this Contract shall be based upon the mutual promises and agreements of all Members who now execute or who hereafter execute this Contract.

4. This Contract may be executed in duplicate originals or counterparts now or at any time in the future. The individual executing this Contract on behalf of participating Members hereby represents and certifies that s/he is duly empowered to so execute this document.

5. No waiver of any breach of this Contract or any provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any of the other provisions herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligations or acts.

6. This Contract shall be binding upon and shall inure to the benefit of all Members who shall have executed this Contract and complied with the financial requirements hereunder and provided that the Members shall have been duly approved in accordance with the terms and provisions of this Contract.

7. The provisions of this Contract shall be deemed severable and if any provision or part thereof is held illegal, void or invalid under applicable law, such provision or part may be changed to the extent reasonably necessary to make the provision or part, as so changed, legal, valid or binding. If any provision of this Contract is held illegal, void, or invalid in its entirety, the remaining provisions of this Contract shall not in any way be affected or impaired but shall remain binding in accordance with their terms and this Contract shall be so interpreted.

8. This Contract, the Appendix, and the risk sharing certificates contain the complete Contract between the parties and no representations or oral statements made or heretofore given shall constitute a part of this Contract. In the event that any provision of this Contract is in conflict with or is incompatible with the Appendix or attachments hereto or the risk sharing certificates issued hereunder, the terms and conditions of this Contract shall prevail and take precedence.

9. This Contract may be altered or amended only by amendments duly adopted in accordance with the terms and conditions of this Contract; provided, however, that the risk sharing certificates may be amended from time to time to reflect the exposures of each Member and such changes shall be exempted from the preceding terms of this paragraph.

10. The caption headings used in this Contract are used merely for identification purposes and shall not be deemed a part of this Contract.

11. Whenever in this Contract words, including pronouns are used in the singular or plural, or masculine or feminine they may be read and construed in the plural or singular, or feminine or masculine, respectively, wherever they so apply.

12. This Contract may be amended by the Board with the approval of two-thirds (2/3) of the Board. All Members agree to accept, as a condition of their membership in the Pool, those amendments adopted from time to time by the Board.

13. The Board may, with the approval of two-thirds (2/3) of the Board, elect to reform or reconstitute the Pool to a stock, mutual, or reciprocal insurance company operating as a captive, Risk Retention Group, or other risk sharing entity.

14. The Pool shall maintain a fiscal year ending December 31.

15. The Pool shall, in accordance with the laws of the State of Ohio, be considered a separate entity for the public purpose of enabling the Members of the Pool to obtain insurance or to provide for the joint administration of the funds of the Pool.

ARTICLE XVII - AGENT AND OFFICE

The agent of the Pool for service of notice given under this Contract shall be the Administrator at 300 Galleria Officentre, Suite 310, Southfield, Michigan, 48034.

ARTICLE XVIII - NOTICE

Notice by a Member to the Pool under Articles XII(1) and XV(1) shall be in writing and sent certified mail, return receipt requested, with postage prepaid or by courier service by which evidence of delivery is transmitted to sender to the address in Article XVII to the attention of the Administrator. Notices required to be sent by the Pool to a Member pursuant to Articles XII(2) and XV(3) shall be in writing and sent certified mail, return receipt requested, or by courier service by which evidence of delivery is transmitted to sender. All other notice required to be given by the Pool to a Member under this Agreement may be sent electronically to the representative of the Member at the representative's email address or by regular mail. All other notice required to be given by a Member to the Pool may be sent to the Administrator by electronic mail or by regular mail. In the event that any party to this Contract desires to change its address, notice of change of address shall be sent to the other party in accordance with the terms and provisions of this Article.

ARTICLE XIX - EXECUTION

The undersigned, by executing this Contract on behalf of the undersigned Township, represents that this Contract (and the disclosure statement appended hereto) have been disclosed and presented at a meeting of the undersigned Township not less than one week prior to the meeting at which the undersigned Township authorized the execution of this Contract. Attached hereto and incorporated herein by reference is the public disclosure statement referred to herein.

The individual executing this Contract on behalf of a new or existing Member represents and certifies that s/he has the requisite authority and has complied with all rules, regulations, and laws required by the State or political subdivision in order to execute this Contract.

The parties acknowledge and agree that facsimile signatures and the signature of the Administrator on behalf of the Ohio Township Association Risk Management Authority shall be legal and binding.

In witness whereof, this Contract was executed on the 31 day of March, 2022, by the undersigned duly authorized representative of the Township indicated below.

TOWNSHIP: Medina Township, Medina County Ohio

By: 
Title: Doug Eastwood, Vice Chairman - Trustee

ACCEPTED FOR THE OHIO TOWNSHIP ASSOCIATION RISK
MANAGEMENT AUTHORITY

By: _____
ADMINISTRATOR ON BEHALF OF ALL OTHER CURRENT AND
FUTURE SIGNATORIES

DISCLOSURE STATEMENT

This Disclosure Statement is appended to and a part of the Intergovernmental Contract for the Administration of the Ohio Township Association Risk Management Authority (Contract). Pursuant to the provisions of the statutes of the State of Ohio, the following is disclosed:

1. In connection with the Contract, no representations have been or can be made concerning any possibility of the savings and/or losses resulting from execution of the Contract by any Township.
2. The potential liability of any Township (or its employee) that will result from the execution of the Contract is limited to the contractual obligations to make financial contributions as required by the Contract. By execution of the Contract, Townships do not undertake to become directly liable or responsible for the liabilities of other Townships who have or will in the future execute the Contract. The Contract does not inure to the benefit of any third party.
3. By executing the Contract, a Township shall not be deemed to have waived any governmental immunity which it may have under law.

This disclosure is intended to comply with the minimum disclosure requirements of the laws of the State of Ohio. The entire Contract should be read and reviewed together with supporting ancillary and incorporated documents to fully analyze the Pool, the administration thereof and the rights, duties and obligations thereunder. The Contract and any documents incorporated therein by reference are intended as a full and complete disclosure of all of the terms and conditions governing the rights and obligations of any signatory. No representations, warranties or promises should be considered unless they are contained in the Contract.

This Endorsement modifies the Legal Defense and Claim Payment Agreement.

CYBER COVERAGE ENDORSEMENT

Notwithstanding anything contained in the **Agreement** to the contrary, it is understood and agreed that the **Agreement** is amended to include Cyber Coverage on an event-discovered and reported basis, subject to the terms, conditions, exclusions and Limits of Coverage set forth below.

The Cyber Coverage Limits of Coverage are specified in the Cyber Coverage Supplemental Declarations shown below. Such Limits of Coverage are in addition to, and will not reduce, any limits provided elsewhere in the **Agreement**.

Various provisions in this Endorsement restrict coverage. Read the entire Endorsement carefully to determine **your** rights and duties and what is and is not covered. The terms, conditions, exclusions and Limits of Coverage set forth in this Endorsement shall apply only to Cyber Coverage and shall supersede any similar provisions contained elsewhere in the **Agreement**.

Words and phrases that appear in **bold italics** have special meaning as described in Section III. of this Endorsement.

Cyber Coverage Supplemental Declarations

Item 1. **Limit of Coverage per Coverage Agreement:**

Breach Event Costs:	\$250,000 per covered event and in the aggregate
Post Breach Remediation Costs:	\$5,000 per covered event and in the aggregate
BrandGuard®:	\$250,000 per covered event and in the aggregate
System Failure:	\$250,000 per covered event and in the aggregate
Cyber Extortion:	\$250,000 per covered event and in the aggregate
Cyber Crime:	\$100,000 per covered event and in the aggregate
Reward Expenses:	\$5,000 per covered event and in the aggregate

Item 2. **Maximum Aggregate Limit of Coverage:** \$250,000

Item 3. **Systemic Event Aggregate Limit of Coverage:** \$2,000,000 per **Pool**

CYBER COVERAGE TERMS AND CONDITIONS

I. CYBER COVERAGE AGREEMENTS

The *Pool* agrees with *You* as follows:

(A) Breach Event Costs

Subject to the applicable Limit of Coverage, the *Pool* will pay *privacy breach response costs*, *notification expenses* and *breach support and credit monitoring expenses* that *you* incur because of an *adverse media report*, *security breach* or *privacy breach*, but only if: (1) the *adverse media report*, *security breach* or *privacy breach* is first discovered by a *Covered Party* during the *Agreement Period*, and (2) the *adverse media report*, *security breach* or *privacy breach* is reported to the *Pool* in writing pursuant to Section IV.(A) of this Endorsement.

(B) Post Breach Remediation Costs

Subject to the applicable Limit of Coverage, the *Pool* will pay *post breach remediation costs* that *you* incur, with the *Pool's* prior written consent, after a *security breach* or *privacy breach*, but only if: (1) Cyber Coverage Agreement I.(A) of this Endorsement applies to the *security breach* or *privacy breach*, and (2) a *Covered Party* has made a written request to the *Pool* for indemnification of *post breach remediation costs* pursuant to Section IV.(A) of this Endorsement.

(C) BrandGuard®

Subject to the *waiting period* and applicable Limit of Coverage, the *Pool* will pay provable and ascertainable *brand loss* that *you* sustain during the *period of indemnity* as a direct result of an *adverse media report* or *notification* of a *security breach* or *privacy breach*, but only if: (1) the *security breach* or *privacy breach* is first discovered by a *Covered Party* during the *Agreement Period*, (2) the *security breach* or *privacy breach* is reported to the *Pool* in writing pursuant to Section IV.(B) of this Endorsement, and (3) *you* provide clear evidence that the *brand loss* is directly attributable to the *adverse media report* or *notification*.

(D) System Failure

(1) Data Recovery

Subject to the applicable Limit of Coverage, the *Pool* will pay *digital assets loss* and *special expenses* that *you* incur because of damage, alteration, corruption, distortion, theft, misuse or destruction of *digital assets* resulting from a *system failure*, but only if: (a) the *system failure* is first discovered by a *Covered Party* during the *Agreement Period*, (b) the *system failure* is reported to the *Pool* in writing pursuant to Section IV.(A) of this Endorsement, and (c) *you* provide clear evidence that the *digital assets loss* and *special expenses* directly resulted from the *system failure*. The *Pool* will pay *digital assets loss* and *special expenses* for up to 12 months following a *Covered Party's* discovery of the *system failure*.

(2) Non-Physical Business Interruption

Subject to the *waiting period* and applicable Limit of Coverage, the *Pool* will pay *income loss*, *interruption expenses* and *special expenses* that *you* incur during the *period of restoration* because of a *system failure*, but only if: (a) the *system failure* is first discovered by a *Covered Party* during the *Agreement Period*, (b) the *system failure* is reported to the *Pool* in writing pursuant to Section IV.(A) of this Endorsement, and (c) *you* provide clear evidence that the *income loss*, *interruption expenses* and *special expenses* directly resulted from the *system failure*.

(E) Cyber Extortion

- (1) Subject to the applicable Limit of Coverage, the **Pool** will pay **cyber extortion expenses** and **cyber extortion monies** that **you** incur as a direct result of a **cyber extortion threat**, but only if: (a) the **cyber extortion threat** is first discovered by a **Covered Party** during the **Agreement Period**, and (b) the **cyber extortion threat** is reported to the **Pool** in writing pursuant to Section IV.(A) of this Endorsement.
- (2) The **Pool** will not be obligated to pay **cyber extortion expenses** or **cyber extortion monies** for which the **Pool** has not given prior written consent. **You** must make every reasonable effort to notify local law enforcement authorities and the Federal Bureau of Investigation or similar equivalent foreign agency before surrendering any **cyber extortion monies** in response to a **cyber extortion threat**.

(F) Cyber Crime

(1) Financial Fraud

Subject to the applicable Limit of Coverage, the **Pool** will pay **financial fraud loss** that **you** sustain because of **financial fraud**, but only if: (a) the **financial fraud** is first discovered by a **Covered Party** during the **Agreement Period**, (a) the **financial fraud** is reported to the **Pool** in writing pursuant to Section IV.(A) of this Endorsement, and (c) **you** provide written confirmation to the **Pool** that **your** bank or credit card company has refused to reverse or prevent a payment transaction, or to indemnify or reimburse **you** for the **financial fraud loss**.

(2) Telecommunications Fraud

Subject to the applicable Limit of Coverage, the **Pool** will pay **telecommunications fraud loss** that **you** sustain because of **telecommunications fraud**, but only if: (a) the **telecommunications fraud** is first discovered by a **Covered Party** during the **Agreement Period**, and (b) the **telecommunications fraud** is reported to the **Pool** in writing pursuant to Section IV.(A) of this Endorsement.

(3) Phishing Fraud

Subject to the applicable Limit of Coverage, the **Pool** will pay **phishing fraud loss** that **you** sustain because of a **phishing attack**, but only if: (a) the **phishing attack** is first discovered by a **Covered Party** during the **Agreement Period**, and (b) the **phishing attack** is reported to the **Pool** in writing pursuant to Section IV.(A) of this Endorsement.

(G) Reward Expenses

Subject to the applicable Limit of Coverage, the **Pool** will pay **reward expenses** that **you** incur with the **Pool's** prior written consent, but only if a **Covered Party** submits a written request for indemnification of **reward expenses** to the **Pool** pursuant to Section IV.(A) of this Endorsement.

II. CYBER COVERAGE LIMITS OF COVERAGE

- (A)** The Limits of Coverage set forth in Item 1 of the Cyber Coverage Supplemental Declarations are the most the **Pool** will pay under each Coverage Agreement of this Endorsement for each **covered event**, and in the aggregate for all **covered events**, first reported during the **Agreement Period**, regardless of the number of **covered events** or **Covered Parties**. If the Limit of Coverage for any Coverage Agreement is exhausted, the **Pool's** obligations under that Coverage Agreement shall cease.
- (B)** The Maximum Aggregate Limit of Coverage set forth in Item 2 of the Cyber Coverage Supplemental Declarations is the most the **Pool** will pay under this Endorsement for all **covered events** first

reported during the **Agreement Period**, regardless of the number of **covered events**, **Covered Parties** or Coverage Agreements. All amounts the **Pool** pays under this Endorsement will reduce, and may completely exhaust, the Maximum Aggregate Limit of Coverage.

- (C) If a **covered event** and any claim(s), for which coverage is provided under any other Cyber Coverage issued by the **Pool**, is determined by the **Pool** to have resulted from a **systemic event**, then the most the **Pool** will pay under all such Cyber Coverage combined for all claims resulting from such **systemic event** shall be the Systemic Event Aggregate Limit of Coverage set forth in Item 3 of the Cyber Coverage Supplemental Declarations. The **Pool** has the sole discretion to allocate amounts paid under the Systemic Event Aggregate Limit of Coverage; provided, however, that nothing contained in this provision shall be construed to increase the Limits of Coverage of this Endorsement, as set forth in Item 1 and Item 2 of the Cyber Coverage Supplemental Declarations.
- (D) All **covered events** which arise out of the same, related or continuing events, incidents, acts, facts or circumstances will be treated as a single claim, regardless of the number of **covered events** reported to the **Pool** or **Covered Parties** affected. All **covered events** which arise out of the same, related or continuing events, incidents, acts, facts or circumstances will be deemed to be first reported to the **Pool** on the date the earliest of such **covered events** is reported to the **Pool**.
- (E) If multiple Coverage Agreements of this Endorsement apply to any **covered event**, the most the **Pool** will pay under this Endorsement for such **covered event** shall be the Maximum Aggregate Limit of Coverage set forth in Item 2 of the Cyber Coverage Supplemental Declarations. However, the **Pool** will never pay more under any one Coverage Agreement than the applicable Limit of Coverage shown in Item 1 of the Cyber Coverage Supplemental Declarations. The **Pool** shall allocate amounts paid, if any, against the appropriate Limit of Coverage.

III. CYBER COVERAGE DEFINITIONS

Certain words or phrases used in this Endorsement, whether in singular or plural form, are shown in **bold italics** and are defined as follows. Refer to Section I - **GENERAL DEFINITIONS** of the **Agreement** for terms that are shown in bold in this Endorsement, but are not defined below. If a term is defined below and in the **Agreement**, the definition below shall apply solely to this Endorsement and shall not otherwise amend, delete or alter Section I – **GENERAL DEFINITIONS** of the **Agreement**.

- (A) **Act of cyber terrorism** means the premeditated use of disruptive activities, or an explicit threat to use disruptive activities, against a computer, **computer system**, or network by a person or group to further social, political, religious or ideological objectives.
- (B) **Adverse media report** means a report or communication of an actual or potential **security breach** or **privacy breach** which has been publicized through any media channel, including, but not limited to, television, **print media**, radio or electronic networks, the internet, or electronic mail, and threatens material damage to **your reputation** or **your** brand.
- (C) **Bodily injury** means physical injury, sickness, disease or death sustained by any person and, where resulting from such physical injury only, mental anguish, mental injury, shock, humiliation or emotional distress.
- (D) **BPO service provider** means any **third party** that provides business process outsourcing services for **your** benefit under a written contract with **you**, including, but not limited to, call center services, fulfillment services, and logistical support.
- (E) **Brand loss** means **your** net profit, as could have reasonably been projected immediately prior to **notification**, or in the event of an **adverse media report**, immediately prior to the publication of an **adverse media report**, but which has been lost during the **period of indemnity** as a direct result of such **adverse media report** or **notification**. **Brand loss** will be determined in accordance with the provisions of Section VI.(A) of this Endorsement.
- (F) **Breach support and credit monitoring expenses** means those reasonable and necessary expenses that **you** incur on **your** own behalf, or on behalf of a party for whom **you** are **vicariously**

liable, to provide support activity to parties affected by a **privacy breach**. **Breach support and credit monitoring expenses** include the cost to set up a call center and to provide a maximum of 24 months of credit monitoring services, identity theft assistance services, or credit or identity repair and restoration services. **Breach support and credit monitoring expenses** must be incurred with the **Pool's** prior written consent.

- (G) **Cloud provider** means any **third party** that provides computing resources to **you** that are delivered as a service over a network or the internet (commonly known as "cloud computing"), including Software as a Service, Platform as a Service and Infrastructure as a Service.
- (H) **Computer system** means an interconnected electronic, wireless, web, or similar system, including all computer hardware and software, used to process and store **data** or information in an analogue, digital, electronic or wireless format, including, but not limited to, computer programs, **data**, operating systems, firmware, servers, media libraries, associated input and output devices, mobile devices, devices that are connected to and controlled by the internet (also known as "smart devices"), networking equipment, websites, extranets, off-line storage facilities (to the extent that they hold **data**), and electronic backup equipment.
- (I) **Covered computer system** means:
- (1) a **computer system** that is owned and operated by **you**, or that is leased to **you** and operated by **you**;
 - (2) any **covered telecommunications system**; and
 - (3) solely with respect to Coverage Agreements I.(A) and I.(E), a **computer system** operated by a **BPO service provider** or an **outsourced IT service provider**, which is used to provide services to **you**, or for processing, maintaining, hosting or storing **data** for **you**, pursuant to a written contract with **you** to provide such services.
- (J) **Covered event** means:
- (1) with respect to Coverage Agreement I.(A) only, an **adverse media report**, **security breach** or **privacy breach**;
 - (2) with respect to Coverage Agreements I.(B) and I.(C) only, a **security breach** or **privacy breach**;
 - (3) with respect to Coverage Agreement I.(D) only, a **system failure**;
 - (4) with respect to Coverage Agreement I.(E) only, a **cyber extortion threat**;
 - (5) with respect to Coverage Agreement I.(F)(1) only, **financial fraud**;
 - (6) with respect to Coverage Agreement I.(F)(2) only, **telecommunications fraud**;
 - (7) with respect to Coverage Agreement I.(F)(3) only, a **phishing attack**; and
 - (8) with respect to Coverage Agreement I.(G) only, a **security breach**, **privacy breach**, **system failure**, **cyber extortion threat**, **financial fraud**, **telecommunications fraud** or **phishing attack**.
- Covered event** does not include any written demand made, or lawsuit, arbitration or other alternative dispute resolution proceedings instituted, against a **Covered Party**.
- (K) **Covered Party** means:
- (1) **you**, including **your** Governing Body, Boards, Commissions or Councils; and
 - (2) while acting on **your** behalf or in **your** interest, any past, present or future:
 - i. member of **your** Governing Body, Boards, Commissions or Councils;
 - ii. elected or appointed official; and
 - iii. **employee** acting within the scope of their employment.
- (L) **Covered telecommunications system** means any telephone or fax network or system that is owned, rented, leased, licensed or borrowed by **you** and under **your** direct operational control.

- (M) **Cyber extortion expenses** means all reasonable and necessary costs and expenses, other than **cyber extortion monies**, that **you** incur, with the **Pool's** prior written consent, as a direct result of a **cyber extortion threat**, including the cost to retain or hire a **third party** specializing in IT security to determine the validity and severity of a **cyber extortion threat**.
- (N) **Cyber extortion monies** means any **money**, digital currency of any kind, including bitcoin, or **other property** paid by **you**, with the **Pool's** prior written consent, to any person or group reasonably believed to be responsible for a **cyber extortion threat** in order to prevent or terminate such **cyber extortion threat**.
- (O) **Cyber extortion threat** means a credible threat or series of related credible threats, including a demand for **cyber extortion monies**, which is directed at **you** to:
- (1) steal, alter, release, divulge, disseminate, destroy, publicly disclose or misuse **private information** taken from a **Covered Party** as a result of unauthorized access to, or unauthorized use of, a **covered computer system**;
 - (2) infect a **covered computer system** with malicious code or ransomware;
 - (3) corrupt, damage or destroy a **covered computer system**;
 - (4) restrict or hinder access to a **covered computer system**, including the threat of a **denial of service attack**;
 - (5) perpetrate or carry out a **phishing attack**;
 - (6) steal, alter, release, reveal, divulge, disseminate, destroy, publicly disclose or misuse your confidential or proprietary information, or the **personally identifiable information** of a **Covered Party**; or
 - (7) damage **your reputation** or **your** brand by posting false or misleading comments about **you** or **your** organization on social media websites or platforms.
- A series of continuing **cyber extortion threats**, related or repeated **cyber extortion threats**, or multiple **cyber extortion threats** resulting from the same attack, event or incident will be considered a single **cyber extortion threat** and will be deemed to have occurred at the time the first **cyber extortion threat** in the series first occurred.
- (P) **Data** means any machine-readable information, including, but not limited to, ready-for-use programs, applications, account information, customer information, health and medical information, or other electronic information, irrespective of the way it is used and rendered.
- (Q) **Denial of service attack** means an event caused by unauthorized or unexpected interference or a malicious attack, which is intended by the perpetrator to overwhelm the capacity of a **computer system** by sending an excessive volume of **data** to such **computer system** to prevent access to such **computer system**.
- (R) **Digital assets** means **data** and computer programs that exist in a **covered computer system**. **Digital assets** do not include computer hardware.
- (S) **Digital assets loss** means reasonable and necessary expenses and costs that **you** incur to replace, recreate or restore **digital assets** to the same state and with the same contents immediately before the **digital assets** were damaged, destroyed, altered, misused or stolen, including expenses for materials and machine time. **Digital assets loss** also includes amounts representing **employee** work time to replace, recreate or restore **digital assets**, which will be determined on a predefined billable hour or per-hour basis as based upon **your** schedule of **employee** billable hours.
- (T) **Financial fraud** means any of the following:
- (1) an intentional, unauthorized and fraudulent written, electronic or telephonic instruction transmitted to a financial institution, directing such institution to debit, transfer, withdraw or disburse **money** or **securities** from **your account**, which instruction purports to have been transmitted by **you** or a **Covered Party**, but was in fact fraudulently transmitted by a **third**

- party* without *your* knowledge or consent; or
- (2) the theft of *money* or *securities* from *your account* or *your* corporate credit cards as a result of a *hacking attack*.
- (U) **Financial fraud loss** means the loss of *money* or *securities* that *you* sustain as a direct result of *financial fraud*. **Financial fraud loss** does not include any amounts reimbursed to *you* by any financial institution.
- (V) **Hacking attack** means any of the following directed at or enacted upon a *covered computer system*:
- (1) unauthorized access to, or unauthorized use of, a *covered computer system*, including any such unauthorized access or unauthorized use resulting from the theft of a password from a *covered computer system* or from a *Covered Party*;
 - (2) a *denial of service attack* against a *covered computer system*;
 - (3) infection of a *covered computer system* by malicious code, or the transmission of malicious code from a *covered computer system*; or
 - (4) an *act of cyber terrorism*.
- (W) **Income loss** means the net profit loss *you* sustain during the *period of restoration* as a direct result of a *system failure*. **Income loss** will be determined in accordance with the provisions of Section VI.(C) of this Endorsement.
- (X) **Informant** means any person who provides information regarding an illegal act committed by another person which causes a *covered event*, solely in return for *money* that *you* pay or promise to pay. **Informant** does not include:
- (1) any person who commits an illegal act which causes a *covered event*, whether acting alone or in collusion with others;
 - (2) any *Covered Party*;
 - (3) any *Covered Party's* auditors, whether internal or external;
 - (4) any person or firm hired or retained to investigate a *covered event*; or
 - (5) any person responsible for the supervision or management of a party described in paragraphs (1) through (4) above.
- (Y) **Interruption expenses** means those reasonable and necessary expenses, excluding *special expenses*, incurred by *you* to avoid or minimize the suspension of *your* business because of a total or partial interruption, degradation in service, or failure of a *covered computer system* caused by a *system failure*, which *you* would not have incurred in the absence of the *system failure*. **Interruption expenses** include, but are not limited to, the use of rented/leased external equipment, substitution of other work or production procedures, the use of *third party* services, or additional staff expenditures or labor costs. The amount of *interruption expenses* recoverable shall not exceed the amount by which the covered *income loss* is reduced by such incurred expenses.
- (Z) **Money** means a medium of exchange in current use and authorized or adopted by a domestic or foreign government, including, but not limited to, currency, coins, bank notes, bullion, travelers' checks, registered checks and money orders held for sale to the public.
- (AA) **Named Member** means the *Pool* member that is shown on the Declarations Page of the *Agreement*.
- (BB) **Notification** means written notice to affected individuals in the event of a *security breach* or *privacy breach*, whether such written notice is made by *you* voluntarily or to comply with *privacy regulations*.
- (CC) **Notification expenses** means reasonable and necessary expenses that *you* incur on *your* own behalf, or on behalf of a party for whom *you* are *vicariously liable*, to provide *notification* of a

security breach or **privacy breach**, including printing costs, mailing and postage expenses, and the costs to engage a **third party** to mail **notification** letters and prepare substitute or website notices. **Notification expenses** must be incurred with the **Pool's** prior written consent.

- (DD) **Other property** means any tangible property, other than **money** or **securities**, which has intrinsic value.
- (EE) **Outsourced IT service provider** means a **third party** that provides information technology services to **you**, under a written contract with **you** to provide such services, including, but not limited to, hosting, security management, co-location, and **data** storage. **Outsourced IT service provider** includes any **cloud provider**.
- (FF) **Period of indemnity** means the period beginning on the earlier of the date of **notification** or the first **adverse media report** (whichever applies), and ending on the earlier of:
- (1) the date when gross revenues are restored to the level they had been prior to **notification** or the first **adverse media report** (whichever applies); or
 - (2) 180 consecutive days after the date of **notification** or the first **adverse media report** (whichever applies).
- (GG) **Period of restoration** means the period beginning on the date when the **system failure** began, and ending on the earlier of:
- (1) the date when the **covered computer system** is restored or could have been repaired or restored with reasonable speed to the same condition, functionality and level of service that existed prior to the **system failure**, plus a maximum of 30 additional consecutive days after the restoration of the **covered computer system** to allow for restoration of **your** business; or
 - (2) 120 consecutive days after the date the **system failure** began.
- (HH) **Personally identifiable information** means information that can be used to determine, distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual, including, but not limited to, financial account numbers, security codes, personal identification numbers (PINs), credit and debit card numbers, medical or healthcare information, social security numbers, driver's license numbers, addresses, passwords, and any other non-public information as defined in **privacy regulations**.
- (II) **Phishing attack** means the use by a **third party** of fraudulent telephone calls, emails, texts, instant messages or other electronic communications or malicious websites to impersonate **you** or **your** brand, products or services to solicit **private information**.
- With respect to Coverage Agreement I.(F)(3) only, **phishing attack** also includes the use by a **third party** of fraudulent telephone calls, emails, texts, instant messages or other electronic communications or malicious websites to impersonate **you**, **your** client, **your** vendor, or a **Covered Party** to solicit **money**, **securities** or **other property**.
- (JJ) **Phishing fraud loss** means:
- (1) direct financial loss **you** sustain due to a **phishing attack** which fraudulently induces a **Covered Party** to transfer, pay or deliver **money**, **securities** or **other property** to an unintended **third party**;
 - (2) expenses that **you** incur, with the **Pool's** prior written consent, to create and issue a specific press release or to establish a specific website to advise **your** existing or prospective constituents, customers or clients of a **phishing attack**; and
 - (3) the cost of reimbursing **your** existing constituents, customers or clients for their direct financial losses resulting from a **phishing attack**, provided such reimbursement is made by **you** with the **Pool's** prior written consent.
- (KK) **Post breach remediation costs** means reasonable and necessary costs that **you** incur after a **security breach** or **privacy breach** to which Coverage Agreement I.(A) of this Endorsement

applies, to mitigate the potential of a future **security breach** or **privacy breach**, including, but not limited to, costs to complete an information security risk assessment, conduct an information security gap analysis, develop an information security document set, deliver an information security awareness training session to **employees**, and hire a company specializing in **data** or **computer system** security to determine how to protect **data** or a **covered computer system** from a future **security breach** or **privacy breach**.

(LL) **Print media** means newspapers, newsletters, magazines, books and literary works in any form, brochures or other types of publications, and advertising materials including packaging, photographs, and digital images.

(MM) **Privacy breach** means any of the following:

- (1) the unauthorized collection, disclosure, use, access, destruction or modification of **private information**;
- (2) **your** inability to access or provide **private information** due to a **security breach**;
- (3) the theft or loss of **private information**, including the theft or loss of **private information** stored on an unsecured **data** storage device or mobile or handheld device, including any smartphone, tablet, and laptop which is owned by **you** and operated by a **Covered Party**, or owned and operated by a **Covered Party** who has agreed in writing to **your** mobile device acceptable use and security policy (also known as a "Bring Your Own Device" policy); or
- (4) the surrender of **private information** by a **Covered Party** as a result of a **phishing attack**.

A series of continuing **privacy breaches**, related or repeated **privacy breaches**, or multiple **privacy breaches** resulting from the same event or incident will be considered a single **privacy breach** and will be deemed to have occurred at the time the first **privacy breach** in the series first occurred.

(NN) **Privacy breach response costs** means:

- (1) reasonable and necessary **public relations expenses** that **you** incur, with the **Pool's** prior written consent, prior to, or following, the publication of an **adverse media report** to avert or mitigate any material damage to **your reputation** or **your** brand, which results or reasonably could result from the **adverse media report**;
- (2) reasonable and necessary legal fees that **you** incur on **your** own behalf or on behalf of a party for whom **you** are **vicariously liable** to:
 - i. determine the scope, cause, and extent of an actual or suspected **privacy breach** or **security breach**;
 - ii. determine the applicability of, and **your** obligations to comply with, **privacy regulations** due to an actual or suspected **privacy breach**; and
 - iii. draft a **notification** letter to be sent to parties affected by a **privacy breach**;
- (3) reasonable and necessary fees and costs that **you** incur on **your** own behalf, or on behalf of a party for whom **you** are **vicariously liable**, to retain a qualified IT forensics firm or computer security expert to investigate and identify the source and scope of a **security breach** or **privacy breach**; and
- (4) overtime salaries of non-exempt **employees** assigned to handle inquiries from parties affected by a **privacy breach**.

(OO) **Privacy regulations** means foreign, federal, state or local statutes, rules, regulations and other laws, as they currently exist and as amended, associated with the confidentiality, access, control, and use of **private information**, including, but not limited to:

- (1) the Health Insurance Portability and Accountability Act of 1996 (Public Law 104- 191), known as HIPAA, and related or similar state medical privacy laws;
- (2) the Gramm-Leach-Bliley Act of 1999 (G-L-B), 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;

- (3) state and federal statutes and regulations regarding the security and privacy of consumer information;
- (4) governmental privacy protection regulations or laws associated with the control and use of personal information, including but not limited to requirements to post or publish **your privacy policy**, adopt specific privacy controls, or inform customers of actual or suspected **privacy breaches**;
- (5) the privacy provisions of consumer protection laws, including the Federal Fair Credit Reporting Act (FCRA) and similar state laws;
- (6) the Children's Online Privacy Protection Act or similar laws, as they exist now or in the future;
- (7) the EU General Data Protection Act or other similar privacy and security statutes, rules, regulations or other laws worldwide, as they exist now or in the future; and
- (8) the Health Information Technology for Economic and Clinical Health Act (HITECH ACT), enacted under Title XIII of the American Recovery and Reinvestment Act of 2009 (ARRA) (Pub. L. 111-5), and its implementing regulations, including related or similar state medical privacy laws.

(PP) **Private information** means:

- (1) proprietary or confidential information owned by a **third party** that is in the care, custody or control of a **Covered Party** or is used by a **Covered Party** with the consent of such **third party**;
- (2) **personally identifiable information**; and
- (3) any information that is linked or linkable to a specific individual and that is subject to any **privacy regulations**.

(QQ) **Programming error** means an error which occurs during the development or encoding of a computer program, software or application and which would, when in operation, result in a malfunction or incorrect operation of a **computer system**.

(RR) **Property damage** means physical injury to, or impairment, destruction or corruption of, any tangible property, including the loss of use thereof. **Data** is not considered tangible property.

(SS) **Public relations expenses** means expenses that **you** incur to retain or hire a **third party** public relations consultant or public relations firm to protect or restore **your reputation**, which is damaged or reasonably could be damaged by an **adverse media report**.

(TT) **Reward expenses** means the reasonable amount that **you** pay with the **Pool's** prior written consent to an **informant** for information not otherwise available, which leads to the arrest and conviction of any person who commits an illegal act that causes a **covered event**.

(UU) **Securities** means negotiable or non-negotiable instruments or contracts representing **money** or **other property** but does not include **money**.

(VV) **Security breach** means any of the following:

- (1) a **hacking attack** perpetrated against a **covered computer system**;
- (2) the physical theft or loss of an unsecured **data** storage device containing **private information**; or
- (3) the theft or loss of an unsecured mobile or handheld device containing **private information**, including any smartphone, tablet, and laptop owned by **you** and operated by a **Covered Party**, or owned and operated by a **Covered Party** who has agreed in writing to **your** mobile device acceptable use and security policy (also known as a "Bring Your Own Device" policy).

A series of continuing **security breaches** or related or repeated **security breaches** will be considered a single **security breach** and will be deemed to have occurred at the time the first **security breach** in the series first occurred.

(WW) **Special expenses** means reasonable and necessary costs and expenses that **you** incur to:

- (1) prevent, preserve, minimize or mitigate any further damage to **digital assets**, including the reasonable and necessary fees and expenses of specialists, outside consultants or forensic experts;
- (2) preserve critical evidence of any criminal or malicious wrongdoing;
- (3) purchase replacement licenses for computer programs because the copy protection system or access control software was damaged or destroyed by a **system failure**; or
- (4) notify affected individuals of a total or partial interruption, degradation in service, or failure of a **covered computer system** resulting from a **system failure**.

(XX) **System failure** means an unplanned outage, interruption, failure, suspension or degradation of service of a **covered computer system**, including, but not limited to, any such outage, interruption, failure, suspension or degradation of service caused directly by a **hacking attack**.

(YY) **Systemic event** means any attack, event, incident, or a series of related attacks, events or incidents, that impacts or affects the **computer systems** of two or more **Pool** members.

(ZZ) **Telecommunications fraud** means the intentional, unauthorized and fraudulent gaining of access to outgoing telephone service through infiltration and manipulation of a **covered telecommunications system**.

(AAA) **Telecommunications fraud loss** means the charges that **you** incur for unauthorized calls directly resulting from **telecommunications fraud**.

(BBB) **Third party** means any entity, company, organization or person who does not qualify as a **Covered Party**.

(CCC) **Unauthorized trading** means trading, which at the time of the trade, exceeds permitted financial limits or is outside of permitted product lines.

(DDD) **Vicariously liable** means **your** legal responsibility for the liability of others, including legal responsibility **you** assume in a contract. The existence of vicarious liability will not create or confer any rights or duties under this Endorsement to any **third party**, other than as provided in this definition.

(EEE) **Waiting period** means:

- (1) with respect to Coverage Agreement I.(C) only, the 2-week period which must elapse after **notification**, or in the event of an **adverse media report**, after publication of the first **adverse media report**, before **brand loss** may be payable. The **waiting period** applies to each **period of indemnity**.
- (2) with respect to Coverage Agreement I.(D)(2) only, the 8-hour period which must elapse before **income loss**, **interruption expenses** and **special expenses** may be payable. The **waiting period** applies to each **period of restoration**.

(FFF) **You** and **Your** mean the **Named Member**.

(GGG) **Your account** means a business account maintained by **you** at a financial institution from which **you**, or any **Covered Party** authorized by **you**, may request the transfer, payment or delivery of **money** or **securities**.

(HHH) **Your privacy policy** means **your** published policies provided to **employees** or **third parties** in written or electronic form that govern the collection, dissemination, confidentiality, integrity, accuracy or availability of information relating to **private information**.

(III) **Your reputation** means the estimation of trust that constituents, customers or clients have in doing

business with **you** or in purchasing **your** products or services.

IV. **CYBER COVERAGE NOTICE PROVISIONS**

- (A) As a condition precedent to coverage for any claim under any Coverage Agreement of this Endorsement except Coverage Agreement I.(C), a **Covered Party** must provide written notice to the **Pool** of a **covered event** as soon as practicable during the **Agreement Period**, but no later than 60 days after expiration of the **Agreement Period**.
- (B) As a condition precedent to coverage for any claim under Coverage Agreement I.(C) of this Endorsement, a **Covered Party** must provide written notice to the **Pool** of a **covered event** during the **period of indemnity**.

V. **CYBER COVERAGE EXCLUSIONS**

The **Pool** will not be liable under this Endorsement for:

- (A) any written demand made, or lawsuit, arbitration or other alternative dispute resolution proceedings instituted, against any **Covered Party** for damages or non-monetary relief.
- (B) any proceedings, action, request for information or investigation instituted against any **Covered Party** by a foreign, federal, state or local government body or agency.
- (C) any **covered event** of which any **Covered Party** had knowledge prior to the **Agreement Period**.
- (D) any claim based upon, arising from, or in any way involving any of the following committed by any **Covered Party**, whether acting alone or in collusion with other persons:
 - (1) a willful, intentional, deliberate, malicious, fraudulent, or dishonest act or omission;
 - (2) a criminal act;
 - (3) an intentional violation of law; or
 - (4) the gaining of any profit or advantage to which any **Covered Party** is not legally entitled.

This Exclusion does not apply to any **Covered Party** who did not commit, participate in or have prior knowledge of any conduct to which this Exclusion would otherwise apply.

- (E) **bodily injury or property damage.**
- (F) any claim based upon, arising from, or in any way involving any regional, countrywide, or global outage, failure, disruption, or reduction in supply of any utility service or infrastructure, including electricity, gas, water, telephone, cable, internet, satellite or telecommunications, or any failure, outage, disruption, degradation or termination of any critical part of such service or infrastructure.
- (G) any claim based upon, arising from, or in any way involving:
 - (1) any actual or threatened presence of pollutants or contamination of any kind, including, but not limited to, smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste ("waste" includes materials to be recycled, reconditioned, or reclaimed), whether resulting from a **Covered Party's** activities or the activities of others, or such presence or contamination happened suddenly or gradually, accidentally or intentionally, or expectedly or unexpectedly; or
 - (2) any directive or request to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize pollutants or contamination of any kind, or in any way respond to, or assess the effects of, pollutants or contamination.
- (H) any loss caused by, or resulting from, **unauthorized trading**.
- (I) any claim based upon, arising from, or in any way involving:
 - (1) the loss of value of any **securities**;

- (2) the purchase or sale of **securities**; or
 - (3) the offer of, or solicitation of an offer, to purchase or sell **securities**.
- (J) any claim for loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from, or in connection with war, invasion, acts of foreign enemies, hostilities or warlike operations (whether declared or not), civil war or mutiny, civil commotion assuming the proportions of, or amounting to, a riot, popular uprising, military uprising, insurrection, rebellion, revolution, or usurped power, or for loss, damage, cost, or expense of whatsoever nature directly or indirectly caused by, resulting from, or in connection with any action taken by a government authority to hinder, control, prevent, suppress, or defend against any of the aforementioned actions; or the confiscation, nationalization, requisition, or destruction of, or damage to, property by, or under the order of, any government authority; however, this exclusion does not apply to an **act of cyber terrorism**.
- (K) any claim based upon, arising from, or in any way involving the confiscation, commandeering, requisition, destruction of, or damage to, computer hardware by order of a government de jure or de facto, or by any public authority for whatever reason; however, this exclusion does not apply to a **system failure**.
- (L) any judgments, awards or settlement amounts that **you** or any **Covered Party** is legally obligated to pay to a **third party**.
- (M) any sanctions, fines or penalties imposed by law, or any matters deemed uninsurable under applicable law.
- (N) any claim based upon, arising from, or in any way involving fire, smoke, explosion, lightning, wind, water, flood, earthquake, volcanic eruption, tidal wave, landslide, hail, force majeure, or any other physical event, however caused.
- (O) with respect to Coverage Agreement I.(C) (BrandGuard®) of this Endorsement only:
- (1) any loss, cost, liability or expense that **you** incur to re-establish **your reputation**, including **public relations expenses**;
 - (2) any loss, cost, liability or expense incurred in any claim that is insured by any other insurance, except excess insurance; or
 - (3) any loss, cost, liability or expense incurred because of an **adverse media report** that also affects or refers in similar terms to a general security issue, an industry, or **your** specific competitors without any specific allegations regarding a **security breach** or **privacy breach** committed by a **Covered Party**, or by others acting on **your** behalf, for whom **you** are legally responsible, including **BPO service providers** or **outsourced IT service providers**.
- (P) With respect to Coverage Agreement I.(D) (System Failure) of this Endorsement only:
- (1) the cost of restoring, updating or replacing **digital assets** to a level beyond that which existed prior to the **system failure**;
 - (2) physical damage to, or the costs to repair or replace, any computer hardware or **data center**;
 - (3) the economic or market value of **digital assets**;
 - (4) the costs or expenses incurred to identify, patch, or remediate software **programming errors** or **computer system vulnerabilities**;
 - (5) the cost to upgrade, improve, repair, redesign, reconfigure or maintain a **covered computer system** to a level of functionality beyond that which existed prior to the **system failure**;
 - (6) the cost of restoring, replacing or repairing any electronic media; or
 - (7) loss of goodwill or harm to **your reputation**.
- (Q) With respect to Coverage Agreement I.(F) (Cyber Crime) of this Endorsement only:

- (1) any claim based upon, arising from, or in any way involving any unauthorized acquisition, access, use or disclosure of **private information** that is held or transmitted in any form; however, this Exclusion not does not apply to **financial fraud** which directly results from the use of **private information**.
- (2) any claim based upon, arising from, or in any way involving the seizure, confiscation, nationalization, requisition, or destruction of a **covered telecommunications system** by, or under the order of, any government or public authority.
- (3) any amounts that have been wholly or partially reversed by a credit card company or financial institution.
- (4) loss of **other property** arising out of, resulting from, or in any way involving the fraudulent or purportedly fraudulent use of a credit or debit card.
- (5) any claim based upon, arising from, or in any way involving any fraudulent instruction, if the sender, or any person or organization acting in collusion with the sender, ever had authorized access to **your** password, PIN or other security code; however, this exclusion does not apply to **phishing fraud loss** incurred by **you** because of a fraudulent instruction transmitted by a **Covered Party**, if the fraudulent instruction was transmitted by such **Covered Party** as a direct result of a **phishing attack**.
- (6) any claim based upon, arising from, or in any way involving the giving or surrendering of **money, securities or other property** in any exchange for or purchase of goods, products or services:
 - (a) that are not yet delivered, whether or not fraudulent;
 - (b) that fail to conform to advertised quality or performance; or
 - (c) that fail to conform to the quality or performance expected from the standpoint of the **Covered Party**.
- (7) any claim based upon, arising from, or in any way involving potential income, including interest and dividends, not realized by **you** or **your** constituents, customers or clients.
- (8) the theft of **money, securities or other property** belonging to a **third party**; however, this exclusion does not apply to **phishing fraud loss** incurred by **you** to reimburse **your** constituents, customers or clients for their direct financial losses resulting from a **phishing attack**.

VI. **LOSS DETERMINATION**

- (A) **Brand Loss.** The **brand loss** payable under Coverage Agreement I.(C) will be calculated by considering:
- (1) the prior experience of **your** business preceding the date of the **adverse media report** or **notification**, whichever applies, and **your** likely net profit, had no **adverse media report** been published or **notification** occurred;
 - (2) income derived from substitute methods, facilities, or personnel **you** use to maintain **your** revenue stream;
 - (3) **your** documentation of the trends in **your** business and variations in, or other circumstances affecting, **your** business before or after the **adverse media report** or **notification**, which would have affected **your** business had no **adverse media report** been published or **notification** occurred; and
 - (4) **your** fixed operating expenses (including ordinary payroll), but only to the extent that such fixed operating expenses must continue during the **period of indemnity**.

For purposes of calculating **brand loss**, "net profit" will include the amount paid or payable to **you** for goods, products or services sold, delivered or rendered in the normal course of **your** business.

(B) **Digital Assets Loss.** The **digital assets loss** payable under Coverage Agreement I.(D)(1) will be determined as follows:

- (1) if the impacted **digital asset** was purchased from a **third party**, we will pay only the lesser of the original purchase price of the **digital asset** or the reasonable and necessary **digital assets loss**; or
- (2) if it is determined that the **digital assets** cannot be replaced, restored or recreated, we will only reimburse the actual and necessary **digital assets loss** incurred up to such determination.

(C) **Income Loss.** The **income loss** payable under Coverage Agreement I.(D)(2) will be calculated as follows:

- (1) **your** net profit, as could have been reasonably projected, but which has been lost as a direct result of a **system failure**; plus
- (2) **your** fixed operating expenses (including ordinary payroll) incurred, but only to the extent that such operating expenses must continue during the **period of restoration**.

Income loss will be calculated by considering:

- (1) the prior experience of **your** business preceding the date of the **system failure**, and **your** likely net profit, had no **system failure** occurred;
- (2) income derived from substitute methods, facilities or personnel **you** use to maintain **your** revenue stream; and
- (3) **your** documentation of the trends in **your** business and variations in, or other circumstances affecting, **your** business before or after the **system failure**, which would have affected **your** business had no **system failure** occurred.

For purposes of calculating **income loss**, "net profit" will include the amount paid or payable to **you** for goods, products, or services sold, delivered or rendered in the normal course of **your** business.

VII. TRANSFER OF DUTIES WHEN THE LIMIT OF COVERAGE IS EXHAUSTED

(A) If the **Pool** concludes that, based on **covered events** which have been reported, the applicable Limit of Coverage set forth in the Cyber Coverage Supplemental Declarations is likely to be exhausted, the **Pool** will notify **you** to that effect.

(B) When the applicable Limit of Coverage has been exhausted:

- (1) the **Pool** will notify **you** in writing as soon as practicable that: (a) such Limit of Coverage has been exhausted; and (b) the **Pool's** obligation to pay any amounts has ended;
- (2) the **Pool** will initiate and cooperate in the transfer of control to the appropriate **Covered Party** of all **covered events** which are subject to the Limit of Coverage and were reported to the **Pool** before the Limit of Coverage was exhausted. **You**, and any other **Covered Party**, must cooperate in the transfer of control of said **covered events**. **You**, and any other **Covered Party** involved in a **covered event**, must arrange for the handling of such **covered event** within the period agreed to by the appropriate **Covered Party** and the **Pool**. Absent any such agreement, arrangements for handling of the **claim** by the **Covered Party** must be made as soon as practicable. The **Pool** will take such steps as deemed appropriate to continue the handling of such **covered event** until transfer of control is completed, provided the **Covered Party** is cooperating in completing such transfer;
- (3) the **Covered Party** shall reimburse the **Pool** for the costs it incurs in transferring control of a **covered event**. The **Pool** will take no action whatsoever with respect to any **covered event** that would have been subject to the applicable Limit of Coverage had it not been exhausted, if the **covered event** is reported to the **Pool** after the Limit of Coverage is exhausted;

- (4) the **Covered Party** will be responsible for providing **notification** and customer support, including credit monitoring services and identity theft education or assistance, to affected individuals. The **Covered Party** may continue to utilize vendors recommended by the **Pool** to provide such services; and
- (5) the exhaustion of the Limit of Coverage and the resulting end of the **Pool's** obligation to pay any amounts under this Endorsement will not be affected by the **Pool's** failure to comply with any of the provisions of this clause.

VIII. **OTHER INSURANCE**

The coverage provided by this Endorsement will be excess coverage over any other valid and collectible insurance available, including any self-insured retention or deductible portion thereof, whether such insurance is stated to be primary, pro-rata, contributory, excess, contingent or otherwise, unless such insurance specifically applies as excess insurance over the coverage provided under this Endorsement.

IX. **ARBITRATION**

Notwithstanding any other provision of this Endorsement or the **Agreement**, any irreconcilable dispute between the **Pool** and a **Covered Party** concerning this Endorsement or coverage for any claim is to be resolved by arbitration in accordance with the then current rules of the American Arbitration Association, except that the arbitration panel shall consist of one arbitrator selected by the **Covered Party**, one arbitrator selected by the **Pool**, and a third independent arbitrator selected by the first two arbitrators. Judgment upon the award may be entered in any court having jurisdiction. The arbitrator has the power to decide any dispute between the **Pool** and the **Covered Party** concerning the application or interpretation of this Endorsement. However, the arbitrator shall have no power to change or add to the provisions of this Endorsement. The **Covered Party** and the **Pool** will share equally in the cost of arbitration.

PERSONAL INJUSTICES ENDORSEMENT

This endorsement modifies the Legal Defense and Claim Payment Agreement and all of *our* prior liability coverage agreements. "***Personal Injustices***" and "***related personal injustices***", as defined herein, that took place prior to the retroactive date stated in the Declarations are excluded from coverage. The limits set forth in the Declarations in effect at the time the ***personal injustice*** or ***related personal injustice*** is alleged to have first occurred shall apply.

SECTION IV – GENERAL EXCLUSIONS

The following General Exclusion is added:

W. PERSONAL INJUSTICES meaning ***damages*** and ***expenses*** arising out of or involving any ***personal injustices*** and ***related personal injustices*** that are alleged to have occurred, in whole or part, prior to the retroactive date of coverage applicable to the pertinent liability coverage agreement.

1. All Related Personal Injustices Constitute A Single Personal Injustice

All ***personal injustices*** and ***related personal injustices*** will be deemed to constitute a single ***personal injustice*** that took place when the earliest of such ***personal injustices*** or ***related personal injustices*** are alleged to have occurred, regardless of the number of ***personal injustices, claims*** made or ***suits*** brought, the persons or organizations making ***claims*** or bringing ***suits*** or the number of years in which ***personal injustices*** and ***related personal injustices*** are alleged to have been sustained or to have continued.

2. Definitions

The following Additional Definitions apply only to this Personal Injustices Endorsement.

- a. ***Personal injustices*** mean any alleged false, negligent, improper, malicious, reckless or wrongful investigation, arrest, detention, imprisonment, prosecution, conviction or sentencing alleged in a ***claim*** or ***suit*** resulting in an alleged ***advertising injury, personal injury, bodily injury*** or ***property damage***.
- b. ***Related personal injustices*** mean all ***personal injustices*** that are temporally, logically, causally or otherwise connected by any common fact, circumstance, situation, transaction, advice or decision. All resulting ***advertising injury, personal injury, bodily injury*** or ***property damage*** shall be deemed to have occurred at the time the first ***personal injustices*** are alleged to have resulted in any such ***advertising injury, personal injury, bodily injury*** or ***property damage***.

All other terms and conditions remain unchanged.

COMMUNICABLE DISEASE

This endorsement modifies the Legal Defense and Claims Payment Agreement for this coverage only.

SECTION V – LIABILITY COVERAGE AGREEMENTS, C. LAW ENFORCEMENT LIABILITY, 1. Legal Liability For Law Enforcement Claims, b. Exclusions, (2) COMMUNICABLE DISEASE is modified by amending the following:

(2) COMMUNICABLE DISEASE meaning ***bodily injury*** or ***personal injury*** arising out of:

- (a) the actual or alleged transmission of any communicable disease; or
- (b) any training, education, activities or supervision of any jail or ***law enforcement operations***; and

All other terms and conditions remain unchanged.

ELECTRONIC VANDALISM

This endorsement modifies the Governmental Property Agreement for this coverage only.

SECTION I GENERAL PROVISIONS

The following is added to **A. DEFINITIONS** (except as modified by another SECTION of this Agreement):

57. *Electronic Vandalism* means:

- a. Willful or malicious destruction of computer programs, content, instructions or other electronic or digital data stored within computer systems, or
- b. Unauthorized computer code or programming that:
 - (1) Deletes, distorts, corrupts or manipulates computer programs, content, instructions or other electronic or digital data, or otherwise results in damage to computers or computer systems or networks to which it is introduced; or
 - (2) Replicates itself, impairing the performance of computers or computer systems or networks; or
 - (3) Gains remote control access to data and programming within computers or computer systems or networks to which it is introduced, for uses other than those intended for authorized users of the computers or computer systems or networks.

SECTION III PROPERTY DAMAGE, C. CAUSE OF LOSS EXCLUDED, is modified by adding the following, but only as respects this coverage:

12. ELECTRONIC VANDALISM

Loss, costs and expenses caused by or resulting from ***electronic vandalism***, except as provided by **D. ADDITIONAL PROPERTY DAMAGE COVERAGE EXTENSIONS, 12. ELECTRONIC VANDALISM** of **SECTION III PROPERTY DAMAGE** of this **Agreement**.

SECTION III PROPERTY DAMAGE, D. ADDITIONAL PROPERTY DAMAGE COVERAGE EXTENSIONS, is modified by deleting the following, but only as respects this coverage:

6. COMPUTER VIRUS

This **EXTENSION** covers:

- a. The reasonable and necessary costs, other than ransom or similar cyber extortion costs, ***you*** incur to extract malicious code, malware, ransomware or computer viruses from ***your electronic data processing equipment or media***;
- b. ***Your loss*** resulting from the necessary interruption of ***your operations***;
- c. Any necessary expenses ***you*** incur in excess of ***your*** normal operating costs, which are directly related to ***your loss to electronic data processing equipment or media*** and are caused by such malicious code, malware, ransomware or computer viruses.

SECTION III – PROPERTY DAMAGE, D. ADDITIONAL PROPERTY DAMAGE COVERAGE EXTENSIONS, is modified by adding the following, but only as respects this coverage:

6. ELECTRONIC VANDALISM

- a. This **EXTENSION** covers loss or damage caused directly or indirectly by ***electronic vandalism*** regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

All other terms and conditions remain unchanged.

**Motion to Provide Notice of Final Opportunity to Recover Property
And Authorization to Dispose of Property if Not Recovered Within Time Allowed**

WHEREAS, certain miscellaneous items of personal property of Dennis Briggs were taken into the custody of Medina Township on December 13, 2021, when Mr. Briggs was removed from the Wall-Mart property where he had been camped out for an extended period of time, and at which time Mr. Briggs was arrested for trespassing when he refused to leave the Wall-Mart property; and

WHEREAS, the Medina Township Police Department prepared an inventory of the items taken into custody on December 13, 2021, a copy of which is attached as exhibit A; and

WHEREAS, on February 4, 2022 the Medina County Sheriff's Department contacted the Medina Township Police Department to arrange for Mr. Briggs to obtain his property because Mr. Briggs was being released from the Medina County Jail and was being transported to the Haven of Rest in Akron; and

WHEREAS, the Medina Township Police Department made arrangements for Mr. Briggs stop at the Medina Township facility to pick up his property on his way to Akron, but the Medina Township Police Department has no record that Mr. Briggs stopped at the police department to recovery any of his personal property; and

WHEREAS, the Medina Township Police Department has attempted to locate Mr. Briggs to make arrangements for him to recover his property, but the Police Department has not been able to determine an address for Mr. Briggs or to otherwise contact him to arrange for him to recover said personal property; and

WHEREAS, this Board, having reviewed the written inventory prepared by the Police Department and having examined the property, finds the property is of no value and that the property should be discarded if not retrieved by Mr. Briggs within 14 days after notice is advertised.

NOW, THEREFORE, BE IT RESOLVED by the Board of Township Trustees of Medina Township that:

Section 1. The Fiscal officer is hereby authorized and directed, through the Township administrative staff or through the Police Department, to place an advertisement in the Medina County Gazette with the following language:

The Board of Trustees of Medina Township hereby gives notice to Dennis Briggs that if he fails to remove his personal property held at fire Department #7 Building behind the Township Hall on Huffman Road by the 30th day of April, 2022, then said property will be discarded.

Section 2. The Police Chief is hereby authorized and directed to make reasonable effort to locate Mr. Briggs and deliver a copy of this notice and resolution to him if reasonably possible.

Section 3. The Medina Township is further authorized and directed to dispose of any property of Dennis Briggs that he fails to retrieve by April 30, 2022.

APPROVED BY MEDINA TWP. TRUSTEES

Date 3-31-2022

Trustee Chm. [Signature]

Trustee [Signature]

Trustee [Signature]

TRUSTEES MEETING

NAME

TKRPO	FOUN Reb
Mike Stapa	5198 Silver Maple
Alliss STROGAN	Staff
Sandra Bilek	3414 Hamlin Rd
Mary Aukerman	5205 Baker Rd
Ryan ROSE	4316 Hamilton Rd. [3991 W. JEFF]
DAVIS KAROUSIS	2898 Granger