

MVRMA Handbook

Volume I

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MIAMI VALLEY RISK MANAGEMENT ASSOCIATION

Mission Statement:

The mission of the Miami Valley Risk Management Association is to deliver high quality risk management services to its member municipalities in a manner which provides long-term financial stability, minimization of risks and protection of mutual interests.

Vision Statement:

The vision of the Miami Valley Risk Management Association is to be the premier property and liability insurance pool for member municipalities in Ohio.

Description of the Reporting Entity

MVRMA is a consortium of municipalities located in southwest Ohio which, beginning in 1988, formed an association under Section 2744.081 of the Ohio Revised code (ORC) to act collectively in addressing its members' risk management and risk financing needs. The Association provides a combination of self-insurance and commercial insurance/reinsurance for its members' property/casualty exposures; administers a claims/litigation management program; provides extensive safety/loss control consulting and training; and acts as a clearing house for risk related information and financial reporting services for its members.

History of MVRMA

The Miami Valley Risk Management Association was incorporated on December 1, 1988, with six (6) charter members, including the Cities of Beavercreek, Kettering, Miamisburg, Vandalia, West Carrollton and Wilmington. MVRMA has now grown to twenty (20) members, with Troy joining in 1989, Montgomery joining in 1990, Springdale joining in 1991, Blue Ash and Wyoming joining in 1992, Indian Hill and Sidney joining in 1993, Madeira joining in 1994, Tipp City joining in 1996, Mason joining in 1997, Piqua joining in 2002, Englewood, Bellbrook and Centerville joining in 2004 and Fairfield in 2019.

Demographic Summary

The Association operates in the greater Dayton-Cincinnati area located in southwest Ohio. Membership is open to cities in this region with populations between 5,000 and 65,000. MVRMA's current members are in Clinton, Greene, Hamilton, Miami, Montgomery, Shelby and Warren Counties. The 2010 population of each of these counties is listed below:

<u>County</u>	<u>Population</u>
Clinton	42,040
Greene	161,573
Hamilton	802,374
Miami	102,506
Montgomery	535,153
Shelby	49,423
Warren	212,693
Total	1,905,762

When Butler County, Darke County, and Preble County are included, the population base from which MVRMA could conceivably draw increases to more than 2.3 million people. Approximately 35 prospective member cities, with residential populations of 5,000 to 65,000 are located either in these or neighboring counties.



GOAL STATEMENT 1 - LOSS CONTROL

REDUCE AND PREVENT MEMBERS' LOSSES THROUGH THE ESTABLISHMENT AND IMPLEMENTATION OF LOSS CONTROL POLICIES, PROCEDURES, AND PRACTICES

2021 OBJECTIVE STATEMENTS

1. Sponsor relevant training seminars related to risk management matters, safety, human resources, driving, employment practices and other areas that could reduce the frequency and severity of claims. Continue to utilize qualified and professional trainers.
2. Expand on-line training capabilities.
3. Conduct a MVRMA orientation for new department heads to educate them on the importance of loss control and safety as requested.
4. Continue to work cooperatively with MVCC and CLG to coordinate training efforts in a manner that best serves MVRMA's membership.
5. Conduct pre-scheduled Claims, MVRMA Risk Management Best Practices (RMBP) Audits and Law Enforcement Best Practices (LEBP) audits annually.
6. Provide a follow-up to all members after the RMBP audit and Law Enforcement Best Practices Survey summarizing the Loss Control Manager's recommendations and include model policies when appropriate.
7. Develop the annual 5-year loss to premium ratio report by member. Prepare an analysis that details losses by type, frequency and department to pinpoint possible trends and the correlation (or lack thereof) between claims and their causes for those members with a loss ratio greater than 60%.
8. Provide training to MVRMA Board Members in the basics of risk management and pooling by sending four Board members (in addition to the Board President) to national PRIMA or Ohio PRIMA education events.
9. Identify the most significant areas of claims activity and provide loss control training in those areas.
10. Coordinate periodic meetings of the Law Directors' Roundtable and share what is discussed with the membership.



GOAL STATEMENT 2 - RISK MANAGEMENT

**PROVIDE PROFESSIONAL RISK MANAGEMENT SUPPORT, SERVICES, AND TRAINING
UTILIZING A VARIETY OF RESOURCES, INCLUDING STAFF AND OUTSIDE CONSULTANTS**

2021 OBJECTIVE STATEMENTS

1. Provide risk management training to the MVRMA Executive Director and staff by sponsoring their attendance at appropriate PRIMA, Ohio PRIMA, OHPELRA and/or AGRIP events and other relevant conferences and seminars.
2. Provide on-site MVRMA orientation for new pool Trustees and include development opportunities at Board Meetings or other training sessions.
3. Provide articles from risk management and pool professional journals to all Board Members.
4. As requested, provide members with information and best practices regarding new programs or operational changes they are considering.
5. Provide recommendations on contracts and bid specifications regarding insurance and indemnity provisions on request.
6. Continue to support members' involvement with Lexipol and continue to facilitate a group pricing discount.
7. Continue to promote Alliant's Wumbus online streaming videos program.
8. Facilitate cooperative ventures related to risk management activities.



GOAL STATEMENT 3 - ASSET PROTECTION

PROVIDE STABLE INSURANCE PROTECTION BY AGGRESSIVELY SEEKING PREDICTABLE AND COMPETITIVE COST LEVELS, MAINTAINING SUFFICIENT FINANCIAL RESERVES AND PURCHASING REASONABLY-PRICED INSURANCE PRODUCTS

2021 OBJECTIVE STATEMENTS

1. Conduct an independent actuarial study of loss reserves and secure a reserve adequacy opinion.
2. Conduct a loss funding study to determine the appropriate funding level for the upcoming year's loss fund and to determine the most financially advantageous SIR for the pool.
3. Engage actuary to conduct a surplus modeling study; last performed in 2015.
4. Conduct an annual coverage review with assistance from coverage counsel, and/or brokers and reinsurers to ensure gaps in coverage are recognized and, where possible, minimized. Provide a report of this review to the Board.
5. Evaluate the investment results of the pool's independent investment advisors, SJS Consulting, and review the Cash and Investment Policy.
6. Review and update the Liability Coverage Document.
7. Review and update the Property Coverage Document.
8. Evaluate the renewal market and the need for a competitive bid with the assistance of the broker.



GOAL STATEMENT 4 - RECOGNITION OF EXCELLENCE

RECOGNIZE THE EFFORTS OF MUNICIPALITIES, DEPARTMENTS, AND EMPLOYEES FOR EXCELLENCE OR INNOVATION IN THEIR RISK MANAGEMENT PROGRAMS AND ACTIVITIES

2021 OBJECTIVE STATEMENTS

1. Recognize member cities that have losses less than \$100 per employee with the Award of Excellence.
2. Discuss with Awards Committee Recognition and Awards for MVRMA RMBP.
3. Provide an award for “Most Improved” in the Law Enforcement Best Practices Survey if relevant.
4. As part of the Law Enforcement Best Practices Survey, annually audit supporting documentation for a specific area of the survey.
5. Recognize members’ departments that achieved zero losses for the previous loss year.
6. Make awards presentations to members’ city councils as requested.



GOAL STATEMENT 5 - COMMUNICATION

PROVIDE MEMBERSHIP WITH AN INNOVATIVE MEANS OF COMMUNICATION AS IT RELATES TO RISK MANAGEMENT ISSUES

2021 OBJECTIVE STATEMENTS

1. Publish four (4) issues of *Risky Business* in electronic format.
2. Accept articles from members for "Risky Business."
3. Continue to utilize electronic communication of the Board agenda, policies and procedures, Handbook updates, etc.
4. Maintain a best practices library that is available on the MVRMA website.
5. Continue to update the clearinghouse section of the website that will include sample documents from members for sharing.
6. Strongly encourage at least one member from each jurisdiction to serve on a committee and be actively involved in MVRMA.
7. Hold triennial strategic planning meeting to determine the organization's long-range goals and strategies.
8. Promote member to member discussion during Board meetings.
9. Update website content regularly and encourage its use.
10. Schedule regional presentations of MVRMA's power point presentation as requested.
11. Executive Director will maintain regular contact with member CEOs by attending regional and state-wide meetings, attending city council meetings as requested, and on-site visits with the objective to have at least one such contact biennially.
12. Survey members for information as requested by other members.



GOAL STATEMENT 6 - MEMBERSHIP DEVELOPMENT

EVALUATE OPPORTUNITIES TO SELECTIVELY EXPAND MEMBERSHIP TO INCLUDE PROFESSIONALLY MANAGED MUNICIPALITIES COMPATIBLE WITH THE EXISTING MEMBERSHIP AND WHOSE ADMISSION INTO THE POOL WOULD BE BENEFICIAL TO THE EXISTING MEMBERSHIP

2021 OBJECTIVE STATEMENTS

1. Maximize the association's visibility by sponsoring staff's attendance at meetings of various professional organizations which share common interests with MVRMA and its member cities.
2. If approached for membership by a City on the Prospective Member List, prepare a Prospective Member Assessment and report findings to the Membership and Marketing Committee.
3. Review list of neighboring jurisdictions to identify communities that may be a good fit for MVRMA.

CITY OF CENTERVILLE

TRUSTEE: Tyler Roark troark@centervilleohio.gov
ALTERNATE: Mariah Vogelgesang mvogelgesang@centervilleohio.gov

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Centerville, OH 45458
Phone: 937-428-4744
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CITY OF ENGLEWOOD

TRUSTEE: Eric A. Smith smith@englewood.oh.us
ALTERNATE: Barbara McCormick mccormick@englewood.oh.us

333 W. National Rd.
Englewood, OH 45322-7426
Phone: 937-836-5106
FAX: 937-836-7426

CITY OF FAIRFIELD

TRUSTEE: Jacob Burton jburton@fairfield-city.org
ALTERNATE: Carol Mayhall cmayhall@fairfield-city.org
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Fairfield, OH 45014
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VILLAGE OF INDIAN HILL

TRUSTEE: Jessica Chaney jchaney@ihill.org
ALTERNATE: Dina Minneci dminneci@ihill.org

6525 Drake Rd.
Cincinnati, OH 45243
Phone: 513-561-6500
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CITY OF KETTERING

TRUSTEE: Nancy Gregory nancy.gregory@ketteringoh.org
ALTERNATE: Estelle Gibson estelle.gibson@ketteringoh.org

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Kettering, OH 45429
Phone: 937-296-2401
FAX: 937-296-3242

CITY OF MADEIRA

TRUSTEE: Tom Moeller tmoeller@madeiracity.com
ALTERNATE: Lori Thompson lthompson@madeiracity.com

7141 Miami Ave.
Madeira, OH 45243
Phone: 513-561-7228
FAX: 513-272-4211

CITY OF MASON

TRUSTEE: Jennifer Heft jheft@masonoh.org
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Mason, OH 45040
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CITY OF MIAMISBURG

TRUSTEE: Keith Johnson keith.johnson@cityofmiamisburg.com
ALTERNATE: Emily Christian emily.christian@cityofmiamisburg.com

10 N. First St.
Miamisburg, OH 45342
Phone: 937-847-6456
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CITY OF MONTGOMERY

TRUSTEE: John Crowell jcrowell@ci.montgomery.oh.us
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CITY OF PIQUA

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CITY OF SIDNEY

TRUSTEE: Ginger Adams gadams@sidneyoh.com
ALTERNATE: Mark Cundiff mcundiff@sidneyoh.com

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Sidney, OH 45365
Phone: 937-498-8194
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CITY OF SPRINGDALE

TRUSTEE: Brian Uhl buhl@springdale.org
ALTERNATE: Christina Ingle cingle@springdale.org

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TIPP CITY

TRUSTEE: John Green greenj@tippcity.net
ALTERNATE: Timothy Eggleston egglestont@tippcity.net

260 S. Garber Dr.
Tipp City, OH 45371
Phone: 937-667-8425
FAX: 937-667-5816

CITY OF TROY

TRUSTEE: Patrick Titterington patrick.titterington@troyohio.gov
ALTERNATE: Sue Knight sue.knight@troyohio.gov

100 S. Market St.
PO Box 3003 Troy, OH 45373-7303
Phone: 937-335-1725
FAX: 937-339-8601

CITY OF VANDALIA

TRUSTEE: Dan Wendt dwendt@vandaliaohio.org
ALTERNATE: Shannetta Dewberry sdewberry@vandaliaohio.org

333 James Bohanan Dr.
Vandalia, OH 45377
Phone: 937-898-5891
FAX: 937-898-6117

CITY OF WEST CARROLLTON

TRUSTEE: Tom Reilly treilly@westcarrollton.org
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300 E. Central Ave.
West Carrollton, OH 45449
Phone: 937-847-4632
FAX: 937-859-3366

CITY OF WILMINGTON

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ALTERNATE: Ron Cravens rcravens@wilmingtonoh.org

69 N. South St.
Wilmington, OH 45177
Phone: 937-382-9094
FAX: 937-382-0931

CITY OF WYOMING

TRUSTEE: Rusty Herzog rherzog@wyomingohio.gov
ALTERNATE: Steve Ballinger sballinger@wyomingohio.gov

800 Oak Ave.
Wyoming, OH 45215
Phone: 513-821-7600
FAX: 513-821-7952

ORGANIZATION CHART

POSITION:	BEAVERCREEK	BELLBROOK	BLUE ASH	CENTERVILLE	ENGLEWOOD
MVRMA TRUSTEE	Bill Kucera	Melissa Dodd	Sherry Poppe	Tyler Roark	Eric Smith
MVRMA ALTERNATE	Jill Bissinger	Melissa Jones	Natasha Dempsey	Mariah Vogelgesang	Barbara McCormick
MAYOR	Bob Stone	Michael Schweller	Mark Sirkin	Brooks Compton	Thomas Franz
LAW DIRECTOR	Stephen McHugh	Stephen McHugh	Brian Pacheco	Scott Liberman	Michael McNamee
CITY MANAGER	Pete Landrum	Melissa Dodd	David Waltz	Wayne Davis	Eric Smith
ASST. CITY MANAGER	N/A	N/A	Kelly Harrington	Mariah Vogelgesang	N/A
FINANCE DIRECTOR	Bill Kucera (Financial Administrative Services Director)	Melissa Dodd	Sherry Poppe	Tyler Roark	Della Sterns
POLICE CHIEF	Dennis Evers	Doug Doherty	Scott Noel	Matt Brown	Mark Brownfield
FIRE CHIEF	N/A	Anthony Bizzarro	Chris Theders	N/A	Anthony Terrace
SERVICE DIRECTOR	Michael Thonnerieux (Public Administrative Services Director)	Ryan Pasley	Gordon Perry	Pat Turnbull	Mark Brownfield,(Dir of Police & Public Service)
PERSONNEL DIRECTOR	Jill Bissinger (Human Resources Manager)	N/A	Lori Chaney	Jenn McCormick	Barbara McCormick
PARKS & REC DIRECTOR	Kim Farrell	N/A	Brian Kruse	N/A	N/A
SAFETY COORDINATOR	Mike Thonnerieux	(By Dept.)	N/A		Mark Brownfield
COMMERCIAL DEVELOPMENT DIRECTOR	Randall Burkett (Planning & Dev. Director)	N/A	Neil Hensley	Mike Norton-Smith (Dev Director) Mark Yandrick (City Planner)	William Singer, Jr.
PURCHASING DIRECTOR					Eric Smith

POSITION:	FAIRFIELD	INDIAN HILL	KETTERING	MADEIRA	MASON
MVRMA TRUSTEE	Jacob Burton	Jessica Chaney	Nancy Gregory	Tom Moeller	Jennifer Heft
MVRMA ALTERNATE	Carol Mayhall	Dina Minneci	Estelle Gibson	Lori Thompson	Jenna Pantling
MAYOR	Steve Miller	Melissa S. Cowan	Don Patterson	Nancy Spencer	Kathy Grossmann
LAW DIRECTOR	John Clemmons	Scott D. Phillips	Ted Hamer	Brian Fox	Jeff Forbes
CITY MANAGER	Don Bennett (Acting)	Dina Minneci	Mark Schwieterman	Tom Moeller	Eric Hansen
ASSISTANT CITY MANAGER		Jon West	Steve Bergstresser	Lori Thompson	Jennifer Heft
FINANCE DIRECTOR/TAX COMMISSION	Jacob Burton	Scott Gully	Nancy Gregory	C. Robert Paul	Joe Reigelsperger (Finance Director) Mary Mueller (Tax Commissioner)
POLICE CHIEF	Steve Maynard	Chuck Schlie	Chip Protsman	David Schaefer	Todd Carter
FIRE CHIEF	Don Bennett	N/A	Mitch Robbins	N/A	Bryan Brumagen
SERVICE DIRECTOR	Ben Mann (Public Works Director)	Jason Adkins (Public Works/ Water Works Supt.)	Dave Duritsch (Public Service)	Thomas Lack (Public Works, Sup.)	Jennifer Heft (Acting Dir)
PERSONNEL DIRECTOR	Carol Mayhall (HR Director)	Jessica Chaney (Dir of Admin Svcs)	Sara Mills-Klein (HR Director)	N/A	Kari Geiser
PARKS & REC DIRECTOR	Tiphonie Howard	Christian Sharp (Rec. Coordinator)	Mary Beth O'Dell	N/A	Chrissy Avery
SAFETY COORDINATOR		Jessica Chaney (Dir of Admin Svcs)	Jenny Smith		John Moore
COMMERCIAL DEVELOPMENT DIRECTOR	Greg Kathman (Dev. Svcs. Dir.)	N/A	Tom Robillard (Planning & Development)	N/A	Michele Blair
PURCHASING DIRECTOR					

POSITION:	MIAMISBURG	MONTGOMERY	PIQUA	SIDNEY	SPRINGDALE
MVRMA TRUSTEE	Keith Johnson	John Crowell	Catherine Bogan	Ginger Adams	Brian Uhl
MVRMA ALTERNATE	Emily Christian	Katie Smiddy	Cynthia Holtzapple	Mark Cundiff	Chirstina Ingle
MAYOR	Michelle Collins	Chris Dobrozsi	Kris Lee	Michael Barhorst	Doyle Webster
LAW DIRECTOR	Phil Callahan	Terry Donnellon	Frank Patrizio	Jeff Amick	Joseph Braun (Strauss Troy)
CITY MANAGER	Keith Johnson	Brian Riblet	Paul Oberdorfer	Mark Cundiff	John Jones
ASSISTANT CITY MANAGER	Emily Christian	Tracy Robiero	Cynthia Holtzapple	N/A - Position Eliminated	Brian Uhl
FINANCE DIRECTOR	Jennifer Johns	Katie Smiddy	Cynthia Holtzapple	Ginger Adams	Jeff Williams
POLICE CHIEF	John Sedlak	John Crowell	Rick Byron	Will Balling	Thomas Wells
FIRE CHIEF	N/A	Paul Wright	Brent Pohlschneider	Chad Hollinger	Michael Hoffman
SERVICE DIRECTOR	Valerie Griffin (Public Works Dir.) Bob Stanley (City Engineer)	Gary Heitkamp (Public Works)	Amy Havener, City Engineer Brian Brookhart, Public Works Dir.	John Crusey (Public Works Director)	Jeff Agricola (Public Works)
PERSONNEL DIRECTOR	Leslie Kohli	Julie Prickett	Catherine Bogan	Vickie Allen	Brian Uhl
PARKS & REC DIRECTOR	Ryan Davis	Julie Machon		Duane Gaier	Charlie Wilson
SAFETY COORDINATOR	Anthony Covington		Catherine Bogan	Vickie Allen	Brian Uhl
COMMERCIAL DEVELOPMENT DIRECTOR	Chris Fine	Tracy Henao (Community Development Dir.)	Vacant	Barbara Dulworth	Andy Kuchta Ec. Dev. Dir.
PURCHASING DIRECTOR			Bev Yount (Purchasing Analyst)	Jennifer Wagner	

POSITION:	TIPP CITY	TROY	VANDALIA	WEST CARROLLTON	WILIMINGTON
MVRMA TRUSTEE	John Green	Patrick Titterington	Dan Wendt	Tom Reilly	Greg Muenchen
MVRMA ALTERNATE	Timothy Eggleston	Sue Knight	Shannetta Dewberry	Teresa Brooks	Ron Craven
MAYOR	Joseph Gibson	Robin I. Oda	Richard Herbst	Jeff Sanner	John Stanforth
LAW DIRECTOR	Jonathan Freeman	Grant D. Kerber	Jerry McDonald	Lori Denlinger	Brett Rudduck
CITY MANAGER	Timothy Eggleston	Patrick Titterington	Dan Wendt	Brad Townsend	Marian Miller (City Admin)
ASSISTANT CITY MANAGER		Thomas Funderburg Assistant Director Of Public Services & Safety Sue Knight (AA)	Amber Holloway	N/A	N/A
FINANCE DIRECTOR	John Green	John Frigge	Bridgette Leiter	Tom Reilly	Mary Kay Vance
POLICE CHIEF	Eric Burris	Shawn McKinney	Kurt Althouse	Doug Woodard	Ron Cravens
FIRE CHIEF	Cameron Haller	Matthew Simmons	Chad Follick	Chris Barnett	Andy Mason
SERVICE DIRECTOR	Eric Mack	Water Treatment-Jeff Moore Waste Treatment-Ken Parks Jillian Rhoades (Engineer)	Rob Cron (Public Service Director)	Rich Norton	Brian Shidaker
PERSONNEL DIRECTOR	Joanna Pittenger	Thomas Funderburg	Shannetta Dewberry	Teresa Brooks	Greg Muenchen
PARKS & REC DIRECTOR	Tony Hunt (Parks Superintendent)	Kenneth Siler (Recreation Director) Jeremy Drake (Park Superintendent)	Steve Clark	Christian Mattingly	Jermaine Isaac
SAFETY COORDINATOR	(By Dept.)	Sue Knight	Shannetta Dewberry	Teresa Brooks	Greg Muenchen
COMMERCIAL DEVELOPMENT DIRECTOR	Matt Spring	James Dando	Amber Holloway	Greg Gaines	N/A
PURCHASING DIRECTOR					N/A

POSITION: WYOMING

MVRMA TRUSTEE Rusty Herzog

MVRMA ALTERNATE Steve Balliger

MAYOR Thaddeus Hoffmeister

LAW DIRECTOR Emily Supinger
Frank Klaine, Asst Law Director

CITY MANAGER Rusty Herzog (acting)

ASSISTANT CITY MANAGER

FINANCE DIRECTOR Jeremiah Caudill

POLICE CHIEF Rusty Herzog

FIRE CHIEF Dennis Brown

SERVICE DIRECTOR Terry Huxel
(Public Works/Water Works)

PERSONNEL DIRECTOR Karen Zeilman

PARKS & REC DIRECTOR Rachel Leininger

SAFETY COORDINATOR Rusty Herzog

COMMERCIAL DEVELOPMENT DIRECTOR Megan Staff Blake
(Community Dev. Dir.)

2021 COMMITTEE ASSIGNMENTS

	Nom / Awards/ Records	Finance	MS & M	P & C	Risk Mgt
Beavercreek	Kucera	Kucera	Kucera	Kucera	Kucera
Bellbrook	Dodd		Dodd		
Blue Ash	Poppe		Poppe		
Centerville		Roark			
Englewood				McCormick	
Fairfield		Timmer			
Indian Hill				Chaney	Chaney
Kettering		Gregory	Gregory		
Madeira			Thompson		
Mason			Mueller		
Miamisburg				Christian	Christian
Montgomery		Smiddy		Crowell	Crowell
Piqua				Bogan	
Sidney	Adams	Adams			
Springdale					Uhl
Tipp City	Green	Green	Green		
Troy				Knight	Knight
Vandalia				Dewberry	Dewberry
West Carrollton			Reilly		Reilly
Wilmington	Muenchen			Muenchen	Muenchen
Wyoming					Herzog

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Chairpersons in **Bold*

MVRMA Committee Mission Statements

Originally Adopted by MVRMA Board: June 20, 1994

Amended: March 17, 1997
 March 21, 2005
 March 21, 2011
 June 18, 2012
 March 21, 2016

Nominating/Awards Committee and Records Commission

The Nominating/Awards Committee is responsible for recommending a slate of Board officers for the upcoming year at the December Board meeting, and for making recommendations to the MVRMA Board concerning the annual Risk Management/Safety Awards, at the June Board meeting.

The committee meets between the September and December Board meetings to decide on a slate of officers for the upcoming year. Each prospective officer is then contacted to determine if he/she is willing to accept the office. Once verification is received, the slate is presented at the December Board meeting where nominations from the floor will also be accepted.

Prior to the June Board meeting, the committee meets to determine the annual Risk Management Performance Awards Recipients per the Risk Management Performance Awards Policy/Procedure.

This Committee may be called upon to develop and/or participate in other awards programs as deemed necessary by the Board.

At the March 21, 2005 Board Meeting, this committee was assigned the function of Records Commission per the Record Retention and Disposition Policy. As such, members of this committee will review retention and disposition schedules, verify that proper procedures are followed for scheduling and disposing of records, approve revised retention schedules and maintain a central file containing copies of the following forms: RC-1, RC-2, RC-3 and minutes of the Records Commission meetings.

Finance Committee

The Finance Committee is responsible for making recommendations to the MVRMA Board concerning the collection, expenditure and investment of all MVRMA funds. It participates in the review of the annual budget and policies relating to MVRMA assets and investments. It may be called upon to review and recommend expenditures of funds for special reports and projects relating to financial matters. The Committee may be called upon to participate in the selection of service providers delivering insurance or financial services to the Association. It also reviews the annual Actuarial Report and Loss Funding Study for recommendation to the full Board for approval and assumes any other responsibility deemed necessary by the Board.

The Finance Committee also serves as MVRMA's Audit Committee. The Audit Committee is responsible for recommending to the Board the selection of an IPA to conduct the audit, overseeing MVRMA's accounting policies and financial reporting practices, reviewing monthly and quarterly financial reports and reviewing the annual financial report and audit findings. Annually, it will meet with management and the IPA to review the IPA's findings, to discuss any discrepancies or concerns and to identify ways to improve financial reporting and/or internal controls. The Committee in its dual capacity is responsible for recommending acceptance of the Financial Audit and CAFR to the full Board.

Membership Services & Marketing Committee

The Membership Services & Marketing Committee is responsible for making recommendations to the Board regarding membership services, overseeing the marketing activities of MVRMA and evaluating prospective members of the Association. The Committee reviews and makes recommendations regarding the Membership Satisfaction Survey, the MVRMA website and other areas of membership services. The Committee also has responsibilities in the evaluation and selection of new members as outlined in the Membership Selection Policy.

Personnel & Compensation Committee

The Personnel & Compensation Committee is responsible for reviewing personnel requirements, personnel rules and regulations, and matters relating to the compensation of MVRMA staff and making recommendations in these areas to the MVRMA Board. It may also make recommendations to the full Board regarding changes or additions to staff. In addition, the Committee is responsible for negotiating terms and conditions of employment with the MVRMA Executive Director as directed by the Board.

Risk Management Committee

The Risk Management Committee is responsible for making recommendations to the Board regarding policies, procedures and programs relating to safety and loss control. The Committee may also make recommendations for additions to the MVRMA Video Library or other purchases of equipment or services required to facilitate training activities within the Association.

**Miami Valley Risk Management Association
Officers of the Association**

- The Association shall have a President, Vice President, Treasurer and Secretary.
- The office of Treasurer and Secretary may be held by the same person.
- The officers shall be elected annually by the Board of Trustees to hold office for a term of one (1) year.
- The Board of Trustees shall fill any vacancies, which may occur in such offices for the remainder of the term.
- The Nominating Committee (chaired by the immediate past president) is responsible for recommending a slate of Board officers for the upcoming year at the December Board meeting.

PRESIDENT

1. Preside at all meetings of the Board of Trustees.
2. In absence of an Executive Director, the President shall be the Chief Executive Officer of the Association and shall in general supervise and control the day-to-day operations of the Association and shall carry out the policies of the Association as established in the Bylaws and by the Board of Trustees.
3. May request information from any officer of the Association or any employee or independent contractor of the Association.
4. Shall vote on all matters that come before the Board of Committees on which the President serves.
5. Shall be nonvoting ex-officio member of all committees of the Association on which the President does not directly serve.
6. Shall have such other powers as are set forth in these bylaws and such other powers as may be given from time to time by action of the Board.
7. Sign, with such other person authorized by the Board of Trustees, any instruments which the Board of Trustees has authorized to be executed and, in general perform all duties incident to the office of the President and such other duties as may be prescribed by the Board of Trustees from time to time.
8. Serve as a signatory on the MVRMA checking account.
9. Along with the Executive Director and Treasurer, is authorized as one of two approvers required on disbursements greater than \$25,000.
10. Appoint individuals to each of the Association Committees.

VICE PRESIDENT

1. Shall carry out all duties of the President during the absence or inability of the President to perform such duties.
2. Shall carry out such other functions as are assigned from time to time by the President.
3. Shall chair the Membership & Marketing Committee, which oversees the marketing activities of the Executive Director.

TREASURER

1. The Treasurer, or, at the direction of the Board, the Executive Director shall have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for monies due and payable to the Association; deposit all monies in the name of the Association in such banks, savings and loan associations or other depositories as shall be selected by the Board of Trustees; invest funds of the Association as are not immediately required in such securities as the Board of Trustees shall specifically or generally select from time to time; and maintain the financial books and records of the Association. *Please note that the MVRMA staff routinely handles these functions. The Treasurer may review and provide oversight and/or guidance.*
2. In general, perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the President or the Board of Trustees.
3. Historically, has served as the Chair of the Finance Committee.
4. Provides guidance to the MVRMA staff on the investment portfolio.
5. Review all checks issued by MVRMA and the payroll reports.
6. Serves as a signatory on the MVRMA checking account.
7. Along with the Executive Director and President, is authorized as one of two approvers required on disbursements greater than \$25,000.

SECRETARY

Note that a designee may perform these functions, which has been the MVRMA Office Coordinator.

1. Shall keep the minutes of the meetings of the Board of Trustees.
2. See that all notices of meetings are duly given in accordance with the provisions of the Bylaws, and as required by applicable law.
3. Be custodian of the corporate records.
4. In general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the Board of Trustees.
5. Sign any documents where the official signature of the Association Secretary is required.

Board Meeting

Board Meetings are held quarterly, generally the third Monday of March, June and December. Agenda packets are prepared by the MVRMA staff, with input and approval from the Board President, and emailed to each Trustee 10 days prior to the Meeting. Meetings are held offsite at a predetermined location. Board Meeting dates, times and locations for the year are published in Cincinnati, Dayton and Sidney papers early in the year, since all meetings are open to the public.

A Strategic Planning Session is generally held every third year, or as otherwise determined by the Board, for all Board Members and the MVRMA staff. City Managers are also invited to attend. This is a more casual, less structured meeting where the entire group can contemplate the future of the Pool.

Special Board Meetings may be called at other times throughout the year when timely decisions are required of the full Board.

MIAMI VALLEY RISK MANAGEMENT ASSOCIATION

TRAVEL AND BUSINESS EXPENSE POLICY

Originally Adopted by MVRMA Board: December 16, 1991

Amended by MVRMA Board: June 19, 2006
December 29, 2017

PURPOSE

Travel and business related expenses are an integral and necessary component of our operations. This policy has been established to provide guidance when traveling as an official MVRMA representative, while conducting business meetings and in requesting expense reimbursements in connection with same. It is established to help manage and facilitate reimbursement requests and to provide equitable, consistent and fair standards, while maintaining effective control over those expenditures. The term "Travel" is defined to include transportation, meals, lodging, or other business related expenses.

POLICY STATEMENT

It shall be the policy of the Miami Valley Risk Management Association to reimburse its employees, officials, and other authorized representatives for reasonable, essential travel and business related expenses which relate to the conduct of official MVRMA business away from the Association's headquarters. Expenses eligible for reimbursements include reasonable lodging expenses, meal expenses, transportation expenses, and other expenses incurred in conducting business.

In general, MVRMA representatives are expected to exercise the same care in incurring these expenses that a prudent person would exercise if traveling on personal business and expending personal funds. Unauthorized costs and additional expenses incurred for personal preference or convenience are not reimbursable unless otherwise approved.

PROCEDURES

1. General

- Reimbursement shall be made on an "actual cost" basis. Itemized receipts shall document each reimbursement request, if available. A charge slip alone is not considered an itemized receipt. It shall be the responsibility of the person representing MVRMA to maintain adequate records for the itemization of the expense reimbursement.
- Expense reimbursement requests involving travel outside the immediate MVRMA service area shall be accompanied by a travel expense report (see attached).
- This policy does not intend to address every issue, exception, or contingency that may arise in the course of travel. Discretion is granted to the Executive Director to interpret the intent of this policy and the eligibility of travel expenses.

2. Transportation

- The mode of travel shall be selected on the basis of the most reasonable and appropriate method, taking into account distance, time, and total costs.
- A MVRMA representative who must use his/her personal vehicle in conducting Association business shall be reimbursed at the Standard Federal Mileage Rate as set by the Internal Revenue Service.
- Airline reservations should be made at least sixty days in advance, whenever possible, in order obtain the lowest airfare available. Reimbursement shall not exceed the cost of “coach” airfare.
- Reimbursement for rental cars is authorized only if their use is more economical than other available types of transportation or their use is the most efficient mode of transportation.
- Reimbursement for parking fees, tolls, taxis, shuttle buses, and other comparable transportation expenses is permitted.

3. Meals

- Reimbursement will be made for reasonable meal expenses. MVRMA representatives are expected to make economic choices for meals and/or restaurants. Itemized receipts must be furnished for meals to be reimbursed.
- If meals are included in the registration fees, duplicate meals shall not be reimbursed unless there is a specific business justification.
- Reimbursement for gratuities should not exceed 20 percent of the purchased meal.

4. Lodging

- Reimbursement will be made for reasonable lodging expenses. Whenever possible, lodging recommended by the conference host shall be used. When accompanied by a guest, reimbursement will be made at the single occupancy room rate.
- Eligible lodging expenses shall include the evening prior to the day of the conference and the days for the conference. Consideration may be given for the day the conference ends, when travel accommodations do not allow for departure until the following day.

5. Non-reimbursable Expenses

- The following expenses are not considered to be reimbursable: alcoholic beverages, entertainment that is not part of the conference/convention program, in-room movie rental, laundry, expenses of guest or family members, or the purchase of personal items.
- Costs of traffic fines or parking violations are also not reimbursable.

6. Approval

- Each reimbursement shall be in accordance with budgetary authorization and approved by the MVRMA Executive Director and/or the MVRMA Treasurer.

MIAMI VALLEY RISK MANAGEMENT TRAVEL EXPENSE FORM

NAME:

EVENT ATTENDED:

DATE ---->

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EXPENSES:

		SUN	MON	TUE	WED	THU	FRI	SAT	TOTALS
Event Registraton									
Hotel									
Telephone / WiFi									
Meals	Breakfast								
	Lunch								
	Dinner								
Transportation	Airfare								
	Taxi								
	Car Rental								
	Personal Auto								
	Tolls & Parking								
	Other _____								
	Other Expense (list):								
TOTALS									

Less: MVRMA Pre-Paid

Less: MVRMA Credit Card

Balance Due Me

NOTES:

SIGNATURE:

DATE:

**AMENDED AGREEMENT AND BYLAWS
OF
MIAMI VALLEY RISK MANAGEMENT ASSOCIATION, INC.**

Effective December 1, 1988

Amended: February 15, 1990

Amended: May 20, 1991

Amended: July 10, 1995

Amended: February 14, 1997

Amended: May 28, 2002

Amended: April 5, 2021

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**AGREEMENT AND BYLAWS OF
MIAMI VALLEY RISK MANAGEMENT ASSOCIATION, INC.**

ARTICLE I. PURPOSE

The purpose of this Agreement is to establish and maintain a joint self-insurance pool under Chapter 2744.081 of the Ohio Revised Code for the public purpose of enabling the subscribing political subdivisions to obtain insurance coverage, to provide methods for paying claims, and to provide for a formalized, jointly administered self-insurance pool for members of the Miami Valley Risk Management Association, Inc. Specifically, the Association is intended to qualify as an instrumentality of its members used by such members in the exercise of an essential governmental function within the meaning of §115(1) of the Internal Revenue Code of 1986, as amended. The foregoing activities of the Association are intended to perform such essential governmental function for the members at a cost which is lower than would be obtainable by the members acting separately. This Agreement shall constitute such a joint self-insurance pool (the "Pool"). It is contemplated that the members will cause to be formed and contract with a not-for-profit corporation to be known as Miami Valley Risk Management Association, Inc. (the "Association") for purposes of administering the Pool. This Agreement shall constitute the bylaws of the Association and shall also constitute an agreement between the Pool and the Association.

A copy of the Articles of Incorporation of the Association is attached hereto as Appendix A and is hereby incorporated herein.

As set forth in this Agreement, the members of the Pool shall also be members of the Association. The members of the association shall appoint the Board of Trustees of the Association.

The Association shall utilize the funds contributed by the members to defend and protect the members against certain stated liabilities or losses and to otherwise do all things necessary to fulfill the purposes of the Association and exercise its powers on behalf of the members as set forth in this Agreement, the laws of the State of Ohio governing not-for-profit corporations and the Pool and such other powers and duties as may be assigned to it by the members. Included within the powers of the Association is the right to purchase Excess Insurance, Stop Loss Insurance and Reinsurance to supplement to the Pool's funds.

All funds contributed to the Pool are funds directly derived from the members all of which are and will be political subdivisions within the State of Ohio. It is the intent of the parties to this Agreement that, to the fullest extent possible, the scope of risk management undertaken by them through the Pool using governmental funds shall not waive, on behalf of any political subdivision or public officials or employees, any defenses or immunities provided to political subdivisions or their public officials or employees as provided by Ohio law. Specifically, the members of the Association intend to effect no waiver of immunities through their contribution of public funds retained within the Pool and not used to purchase Excess Insurance Stop Loss Insurance or Reinsurance. It is further intended by the members that the Association shall make no profit and that the funds contributed by the members and utilized by the Association to fulfill its purposes and obligations shall not be considered income to the Association.

ARTICLE II. DEFINITIONS

ASSOCIATION – A not-for-profit corporation known as Miami Valley Risk Management Association, Inc. created pursuant to the Agreement and pursuant to Chapter 1702 of the Ohio Revised Code for the purpose of administering the Pool. This Agreement and Bylaws shall constitute the Bylaws of the Association.

BOARD OF TRUSTEES – Those persons who, from time to time, are duly appointed and serving as the Board of Trustees of the Association and having the powers and duties described in Article V.

CLAIMS ADMINISTRATOR – A person or group of persons under the supervision of the Executive Director, who are employed either as employees or independent contractors to administer the claims made against the members and to perform such other duties which may be assigned by the Board of Trustees.

EXCESS INSURANCE – Insurance purchased by the Association on behalf of the members and the Pool which covers losses in excess of a stated amount or specified primary insurance or self-insurance.

EXECUTIVE DIRECTOR – A person or group of persons designated by the Association to perform certain duties related to Risk Management and administration of claims made against the members.

JOINT SELF-INSURANCE – A self-insurance program in which political subdivisions agree to contribute annual and, when required, supplementary payments to support the Risk Management program, the Pool and administration of the Pool.

MEMBERS – The political subdivisions which initially subscribe to or such political subdivisions as later subscribe to the intergovernmental joint self-insurance pool established by this Agreement and which shall also be members of the Association until termination of membership as hereinafter provided.

POOL – The legal entity established pursuant to Section 2744.081 of the Ohio Revised Code by the members for the public purpose of enabling the members to obtain insurance or to provide for a formalized, jointly administered self-insurance fund for the members.

POOL CONTRIBUTION FACTOR – Each member’s required portion of the costs of and the contributions to the Pool and the Association expressed as a percentage of total costs and contributions. The procedure to be used and the items to be considered in determining a Pool Contribution Factor for each member together with the current Pool Contribution Factor are determined by the Board of Trustees pursuant to Article V(i)(6). The members’ Pool Contribution Factors shall be reviewed and established preliminarily in September each year and revised again and adopted as part of the annual association budget in December each year.

REGULAR ANNUAL PAYMENT – The total annual contribution computed using the relevant Pool Contribution Factor of each member set forth and established in the annual Association Budget for any particular fiscal year for payment of all estimated costs, whether fixed, variable, or otherwise classified, regardless of the amount billed or paid therefore.

REINSURANCE – An agreement in which the reinsurer, in consideration of a premium paid to it, agrees to indemnify the Association, in accordance with the terms, conditions and limits of the reinsurance agreement for part or all of the claim liabilities assumed under the coverage documents issued by the Association.

RISK MANAGEMENT – The process of assessing exposures to loss and implementing actions that will avoid or minimize the adverse effects of losses.

SELF-INSURANCE – The amount of coverage provided by the Association, which falls between the members’ deductible and the limits of any insurance policies obtained by the Association.

SELF-INSURANCE LOSS FUND – The fund or funds established by the Association for the payment of claims within the Self-Insurance level.

STOP LOSS INSURANCE – Insurance purchased by the Association on behalf of the members and the Pool from an insurance company providing certain coverage up to a contracted amount for otherwise uninsured losses.

ARTICLE III. POWERS AND DUTIES OF THE ASSOCIATION

The powers of the Association to perform and accomplish the purposes set forth herein and in its Articles of Incorporation shall, within the budgetary limits established, the procedures and provisions set forth in this Agreement and the Articles of Incorporation of the Association, be the following:

- 1) To retain independent contractors including, without limitation, attorneys, accountants and insurance service providers or administrators, and to employ agents or employees;
- 2) To lease or purchase real property and to purchase or lease equipment, machinery, or personal property necessary for the carrying out of the purposes of the Association;
- 3) To carry out educational and other programs relating to Risk Management;
- 4) To oversee the collection of funds for, and to administer the Pool;
- 5) To borrow money and to incur indebtedness to accomplish the purposes of the Association, including the power to incur debt to pay claims made against the Pool,

- the members or the Association, and to issue and grant such security interests in the assets of the Pool or the Association as are deemed necessary or appropriate by the Board of Trustees to accomplish the foregoing;
- 6) To purchase Excess Insurance, Stop Loss Insurance and Reinsurance on behalf of and for benefit of the Pool;
 - 7) To establish reasonable and necessary loss reduction and prevention procedures to be followed by the members;
 - 8) To provide Risk Management services;
 - 9) To provide defense of and settlement of claims;
 - 10) Solely within the budgetary limits established by the members, to carry out such other activities as are necessarily implied or required to be carried out under the purposes of the Association specified herein, under Ohio law, or the Articles of Incorporation of the Association and to perform any and all other activities which are not inconsistent with the provisions of Chapter 1702 and Section 2744.081 of the Ohio Revised Code, including without limitations, the exercise of all powers of the Pool and the members authorized now or hereafter by Ohio Revised Code Chapter 2744, or otherwise.

ARTICLE IV. MEMBERSHIP IN ASSOCIATION; TERM OF MEMBERSHIP;

- (a) After the initial one (1) year term of the Association, the members may extend the term of the Association for individual extended terms, each of which may not be for less than one (1) year. Adoption by the Board of Trustees of the final budget pursuant to Article VIII(b) shall constitute such extension for the upcoming fiscal year.

(b) So long as the Association shall continue in existence, any new member joining the Association shall remain a member for the remaining period of the then current term. Any member of the Association may withdraw from the Association at the end of any fiscal year of the Association upon giving at least sixty (60) days' prior written notice. Such notice shall be addressed to the President of the Association and shall be accompanied by a resolution or ordinance of the governing body of the member determining to withdraw from the Association. To the extent that there are surplus operating funds in the Association, which are allocable to such withdrawing member, such surplus operating funds shall be distributed to the withdrawing member, after taking into proper account reserves for future liabilities pursuant to this agreement. Pursuant to Article VIII(f), the withdrawing member shall not receive a distribution of surplus funds held for the payment of claims if such distribution was approved by the Board of Trustees subsequent to the member's withdrawal. When any member withdraws from the Association, at a time when the Association shall continue in operation, the withdrawing member shall continue to hold membership on the Board of Trustees, but only for the purpose of voting on matters affecting its limited continuing interest in the Association for such years as it was a member of the Association.

(c) The Association will commence its operations and its initial one (1) year term at 12:01 a.m. on December 1, 1988. After the date of commencement of operations of the Association, new members may be admitted only in the manner set forth in this Agreement and upon such other terms and conditions as may be determined by the then existing members and the Board of Trustees.

ARTICLE V. BOARD OF TRUSTEES OF THE ASSOCIATION

- a) The Association shall have a Board of Trustees who shall serve in accordance with Ohio not-for-profit corporation laws. Each member shall be entitled to one (1) representative on the Board of Trustees and an alternate representative to serve when the Trustee appointed by that member is unable to carry out his or her duties as Trustee. Unless otherwise designated by resolution or ordinance of the governing body of a member, the Trustee and alternate Trustee shall be the Chief Administrative Officer of the member, whether the Mayor, City Manager or Executive Administrator, and/or the appointees thereof. Once such appointments are made known to the Association, the persons appointed shall remain in office until the Association receives evidence of the appointment of their successors. The Association shall be the judge of the proper appointment of members of the Board of Trustees and alternates and shall utilize in case of dispute general principles of Ohio law. No Trustee or alternate Trustee need to be an elected official of the member.
- b) The Board of Trustees shall annually select a President, who shall preside at all meetings of the Board of Trustees. In the absence of an Executive Director, the President shall be the Chief Executive Officer of the Association unless the Board of Trustees appoints another person to serve as Interim Chief Executive Officer.
- c) The Board of Trustees shall determine the general policy of the Association which policy shall be followed by the Association officers, agents, employees and independent contractors employed by the Association. Among other duties, it shall have the responsibility for:
- 1) Hiring of the Executive Director, agents, and independent contractors;

- 2) Setting of all compensation for all persons, firms and corporations employed by the Association;
- 3) Setting of fidelity bonding requirements for employees or other persons other than those set forth herein;
- 4) Recommending amendments to the Bylaws of the Association;
- 5) Approving the acceptance of new members;
- 6) Expelling members;
- 7) Approving and amending the annual budget of the Association;
- 8) Resolving disputes over the scope of pooled self-insurance coverage provided by the Association;
- 9) Approving educational and other programs relating to risk reduction;
- 10) Approving reasonable and necessary loss reduction and prevention procedures to be followed by all members;
- 11) Approving the Pool Contribution formula and procedure and revisions thereto;
- 12) Approving the Regular Annual Payment and supplementary payments to the Pool for each member;
- 13) Establishing such rules and regulations regarding the payout of funds from the Pool as shall from time to time seem appropriate, including the determination of persons who may settle claims against the Pool or the members and monetary levels at which such persons may settle claims; and
- 14) Performing such other duties as shall be necessary to carry out the purpose of the Association under these Bylaws, the Articles of Incorporation, this Agreement and

Ohio law and such other responsibilities, powers and duties as may be assigned by the members.

15) Unless a term of employment or contract is specifically approved by the Board of Trustees, all employment and contracts shall be at the will and pleasure of the Board of Trustees and subject to termination without cause.

- d) Each Trustee shall be entitled to one (1) vote on the Board of Trustees. Voting shall be conducted by voice vote, except those matters which, under the Bylaws require a 2/3 majority of all the Trustees on the Board to approve for passage. A roll call vote shall be required in these instances where one (1) or more Trustees shall request a roll call vote.
- e) Trustees shall serve on the Board at the pleasure of each member's appointing authority, for as long or short a period as the appointing authority determines. In the event that a vacancy occurs in the Board of Trustees, the member which had appointed the Trustee whose seat became vacant shall designate a successor to fill the vacancy. The failure of a member to designate or appoint a Trustee or the failure of that Trustee to participate shall not affect the responsibilities or duties of a member under this Agreement and Bylaws.
- f) The Board of Trustees shall have the power to establish both standing and ad hoc committees. The President may also establish ad hoc committees which do not conflict with those established by the Board of Trustees. Unless the Board of Trustees shall establish some other procedure, the selection of Trustees who shall serve on such committees and chair them shall reside with the President. The President may appoint nonvoting persons who are not Trustees to serve on committees of the Association. The Board of Trustees may assign to a committee the authority to authorize the expenditure of

funds and to settle claims or suits brought against members within the scope of coverage provided by the Association. The President, Executive Director or Claims Administrator may also be granted such authority. The Board of Trustees may authorize the establishment of an Executive Committee. The Board of Trustees may accord to the Executive Committee the authority to approve expenditures, authorize settlement of claims and suits and take such other action as shall be specifically delegated to it.

- g) The Board of Trustees may establish rules governing its own conduct and procedure not inconsistent with these Bylaws.
- h) A quorum shall consist of two-thirds (2/3) of the Board of Trustees. Except as provided in Subsections (i) and (j), herein, or elsewhere in these Bylaws, a simple majority of a quorum shall be sufficient to pass upon all matters.
- i) A two-thirds (2/3) vote of all the Trustees on the Board of Trustees shall be required for the following matters:
 - 1) Expulsion of a member.
 - 2) Establishment and amendment of budgets or scope of loss coverage.
 - 3) Changes in the amount of a member's deductible.
 - 4) Returns to members of unused loss funds.
 - 5) Any establishment of or changes in a member's Regular Annual Payment.
 - 6) The establishment or changes to the Pool Contribution Factor formula and procedure.
 - 7) Calls for supplementary payments.
 - 8) Termination of the Association.
 - 9) Admission of new members.

10) Such other matters as the Board of Trustees by a two-thirds (2/3) vote may establish within its rules to require a two-thirds (2/3) vote.

- j) An approving Resolution passed by the governing bodies of at least two-thirds (2/3) of the members after recommendation by two-thirds (2/3) of all Trustees on the Board of Trustees shall be required in order to amend the Association's Agreement and Bylaws.
- k) No one serving on the Board of Trustees shall receive any salary or other payment from the Association for serving on the Board of Trustees. Any salary or compensation for serving on the Board of Trustees shall be paid by each member separate and apart from this Agreement. However, a Board of Trustees member may be reimbursed pursuant to the policy of the Board of Trustees as may be amended from time to time for expenses incurred on behalf of the Association.

ARTICLE VI. MEETINGS OF THE BOARD OF TRUSTEES

Regular meetings of the Board of Trustees shall be held at least quarterly. The dates of regular meetings of the Board shall be established prior to the beginning of each fiscal year. Any item of business may be considered at a regular meeting. Special meetings of the Board of Trustees may be called by the President or by a simple majority of the Trustees. Five (5) days' written notice of regular meetings and three (3) days' written notice of special meetings shall be given to each Trustee. An agenda specifying the subjects to be considered shall accompany such notice. Business conducted at special meetings shall be limited to those items specified in the agenda.

To the extent not contrary to these Bylaws, and except as modified by the Board of Trustees, Roberts Rules of Order, latest edition, shall govern all meetings of the Board of

Trustees. Minutes of all regular and special meetings of the Board of Trustees shall be provided to all members.

ARTICLE VII. OFFICERS OF THE ASSOCIATION

The Association shall have a President, Vice President, Treasurer and Secretary and such other officers as may be determined necessary to the Board of Trustees. The office of Treasurer and Secretary may be held by the same person. The officers shall be elected annually by the Board of Trustees to hold offices for a term of one (1) year. The Board of Trustees shall fill any vacancies which may occur in such offices for the remainder of the term.

The President of the Board of Trustees shall preside at all meetings of the Board of Trustees. In the absence of an Executive Director, the President or Interim Chief Executive Officer appointed by the Board of Trustees, shall be the Chief Executive Officer of the Association and shall in general supervise and control the day-to-day operations of the Association and shall carry out the policies of the Association as established in these Bylaws and by the Board of Trustees. The President may request information from any officer of the Association or any employee or independent contractor of the Association. The President shall vote on all matters that come before the Board or Committees on which the President serves. The President shall be a nonvoting ex-officio member of all committees of the Association on which the President does not directly serve. The President shall have such other powers as are set forth in these Bylaws and such other powers as he may be given from time to time by action of the Board. Without limitation, the President or, at the direction of the Board, the Executive Director shall:

- 1) Sign, with such other person authorized by the Board of Trustees, any instruments which the Board of Trustees has authorized to be executed and, in general perform

all duties incident to the office of the President and such other duties as may be prescribed by the Board of Trustees from time to time.

- 2) Prepare a proposed annual budget, proposed Regular Annual Payments to be made by the members, and where required, supplementary payments to be paid by the members and submit such proposals to the Board of Trustees.
- 3) Where necessary, make recommendations regarding policy decisions, the creation of other Association officers and the employment of agents and independent contractors.
- 4) At each regular meeting of the Board of Trustees and at such other times as he shall be required to do so, he shall present a full report of his activities and the fiscal condition of the Association.
- 5) Report or cause reports to be made quarterly to all members on all claims filed and payouts made.
- 6) Within the constraints of the approved or amended budget, hire all employees and expend funds for administrative expenses.

The Vice President shall carry out all duties of the President during the absence or inability of the President to perform such duties and shall carry out such other functions as are assigned from time to time by the President.

The Treasurer, or, at the direction of the Board, the Executive Director shall:

- 1) Have charge and custody of and be responsible for all funds and securities of the Association, receive and give receipts for moneys due and payable to the Association from any source whatsoever; deposit all such moneys in the name of the Association in such banks, savings and loan associations or

other depositories as shall be selected by the Board of Trustees; invest the funds of the Association as are not immediately required in such securities as the Board of Trustees shall specifically or generally select from time to time; and maintain the financial books and records of the Association; provided, however, that all investments of Association funds shall be made only in those securities which may be purchased by the Association under Ohio or other applicable law and within policies established by the Board of Trustees.

- 2) In general, perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or the Board of Trustees.

The Secretary, or his designee, shall keep the minutes of the meetings of the Board of Trustees; see that all notices of meetings are duly given in accordance with the provisions of these regulations, and as required by applicable law, provided, however, that any persons calling such meetings may, at their options, themselves give such notice; be custodian of the corporate records; and, in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the Board of Trustees.

The Association may purchase such fidelity bonds, or equivalent insurance policy(ies), as may be determined to be appropriate by the Board of Trustees to assure the fidelity of the President, Vice President, Treasurer, Secretary, and any other officer, committee member, or employee who shall have the right to authorize the transfer or payment of Association funds. Without amendment of these Bylaws, the Board of Trustees, by motion, may increase or decrease the amount of such bonds or change the persons covered thereby.

ARTICLE VIII. FISCAL YEAR; FINANCIAL MATTERS;

RISK MANAGEMENT POOL

- a) The fiscal year of the Association shall commence on January 1, and end on December 31.

- b) The Board of Trustees shall approve a preliminary budget for the administration of the Association during the upcoming fiscal year by September 30 of each year. The Board of Trustees shall approve a final budget for the administration of the Association during the upcoming fiscal year by December 31 of each year. Copies of all preliminary and final budgets shall be promptly distributed to each Trustee and to any additional persons designated by the members. In adopting a final budget, the Board of Trustees shall also determine the amount of Regular Annual Payments to be made by each member. Failure of the Board of Trustees to approve a preliminary or final budget within the times set forth within this Section shall not relieve the members of the obligations to make Regular Annual Payments or supplementary payments to the Association as long as such budgets are finally adopted and the members are given at least (30) days after the passage of the final budget in which to make payments to the Association.

- c) Annually, the Board of Trustees shall, after reviewing the updated underwriting information or audited information (when required by the Board of Trustees) submitted from each member, establish a Pool Contribution Factor for each member in accordance with the formula and procedure set forth pursuant to Article V(c)(11). Notice of this Pool Contribution Factor shall be sent to each member. If a member wishes to contest the

determination, it may request a hearing before the Board of Trustees. The decision by the Board of Trustees after such a hearing shall be final unless the Board of Trustees shall be found by a court to have committed a clear abuse of discretion.

d) Budgets, which shall specify the Regular Annual Payment for each member, may be amended at any time by two-thirds (2/3) vote of the Board of Trustees. Calls for supplementary payments may be made by the Board of Trustees by two-thirds (2/3) vote of the Board of Trustees. The Board of Trustees may make calls for supplementary payments from members, including withdrawn or expelled members, for the years of their membership. The payment of such Regular Annual Payments and supplementary payments shall be made within a time specified in notices to the members giving not less than thirty (30) days to make such payments. Supplementary payments shall be required by the Board of Trustees only in a situation in which there is a reasonable concern that the amounts remaining from the Regular Annual Payments will not be sufficient to meet the responsibilities of the Association. Members shall be responsible for supplementary payments during the entire life of the Association and any later period when claims or expense need to be paid which are attributable to any year of membership during which the event out of which the expense or claim occurred.

e) The Board of Trustees may permit the Regular Annual Payments or supplementary payments to be made on a periodic basis as determined by the Board of Trustees. The amount of such Regular Annual Payments and any supplementary payments required shall be based upon the Pool Contribution Factor established annually. The funds derived through application of the Pool Contribution Factor shall be sufficient to annually produce a sum of money within the Pool adequate in amount to fund the purchase of Excess

Insurance, Stop Loss Insurance and/or Reinsurance, the administrative expenses of the Association and to create adequate reserves for the scope of Risk Management set forth herein and as may be determined by the members.

- f) If for any year during which the Association was in existence, all claims known or unknown have either been paid or provision has been made for such payment, the Board of Trustees as then constituted may, at its sole discretion, distribute part or all of any surplus funds held for the payment of claims attributable to that year. Such distribution shall be made to the members which constituted the membership of the Pool in that prior year, provided, however, that such members must also be members of the Pool in the year in which such distribution is made, after first deducting therefrom reasonable administrative and other non-allocated costs incurred by the Association in the processing of the claims in years other than the one in which the claim was made. The distribution among the members shall be in the same proportion to the total as was their Regular Annual Payment, for the respective year, to the Regular Annual Payments of all members for that year. Such surplus funds shall be distributed in accordance with a policy approved by the Board.
- g) The Association shall provide to the members an annual audit of the financial affairs of the Association in accordance with generally accepted auditing standards. The audit shall be conducted by a certified public accounting firm. The annual audit report shall be delivered to such person or persons as may be designated by each member.
- h) As required by law or as otherwise determined necessary by its Board of Trustees, the Association shall, on an annual basis, employ a person or company who, as an independent contract, shall prepare an actuarial audit of the affairs of the Association. Such actuarial audit shall be authorized within a reasonable period of time after the end of

each fiscal year. The entity chosen to carry out the actuarial audit shall be one which specializes in the performance of an audit of this nature. The audit may be a part of the financial audit of the Association. The Board of Trustees may, from time to time, direct the preparation of a report on the adequacy of the pooled funds maintained by the Association in relationship to claims made and those actuarially expected to be made in the future.

ARTICLE IX. SCOPE OF LOSS PROTECTION

The Association shall provide loss protection by providing adequate funding to the Self-Insurance Loss Fund, and purchasing Excess Insurance, Stop Gap Loss Insurance and Reinsurance for the benefit of its members. The intent of this Agreement and Bylaws shall be that except to the extent to which the scope of coverage provided by the Association is specifically expanded by action of the Board of Trustees and its members, the members herein do not intend to utilize the Self-Insurance Loss Fund of the Association to cover matters for which Excess Insurance, Reinsurance or Stop Loss Insurance coverage is contemporaneously provided.

By entering into this Agreement and Bylaws, each member agrees to be bound by a decision by a majority vote of the Board of Trustees of the Association that a particular matter presented to the Association for defense and indemnification is or is not within the scope of coverage provided by the Association. Any member may request that the Board of Trustees take official action to affirm or reverse a decision by the President, Executive Director or other officer, employee or independent contractor of the Association that a particular matter is or is not within the scope of coverage provided herein. The member requesting such a consideration by the Board of Trustees shall have a full opportunity to explain the position

being urged by the member. The decision of the Board of Trustees of the Association shall be final in the absence of a clear abuse of its discretion, but the Association may institute legal proceedings to further resolve the issue by final judicial determination.

The Executive Director, after having reviewed a claim forwarded to the Association for coverage, shall be permitted to decline to provide coverage for such claim if, in his opinion, the claim is not within the scope of coverage afforded herein. The Executive Director may also agree to accept the claim and provide a defense but may reserve the right of the Association to withdraw from the defense or to refuse to provide indemnification against the claim in the event that it is later determined that the claim is not properly within the scope of protection accorded by the Association.

ARTICLE X. INSURANCE

The Association may purchase Excess Insurance and Reinsurance. Unless otherwise directed by the Board, said purchase shall be from a company approved or authorized by the Department of Insurance to write such coverage in Ohio.

In addition to the Excess Insurance coverage and/or Reinsurance, the Association may obtain Stop Loss Insurance such that in the event that the Association should in any single year expend a maximum aggregate sum set from time to time by the Board of Trustees for the payment of claims, the stop loss protection would pay additional claims above that amount to a certain maximum annual amount. In lieu of purchasing Stop Loss Insurance, the Board of Trustees may elect to self insure this coverage by establishing a separate fund from member contributions, as determined by Board policy.

The sequence of the obligations of the members, the Association and the insurer for a claim resulting in liability within the scope of the Self-Insurance, Excess Insurance, Reinsurance and Stop Loss Insurance to be provided is as follows:

The member's deductible established by the Board of Trustees pursuant to Article V(i)(3) shall first be paid for any valid claim. The next payment will come from the Association in accordance with the scope of loss protection set forth in Article IX. In the event the Association shall have determined in a particular year to create a Self-Insurance Loss Fund from Regular Annual Payments which shall produce a sum less than the amount at which the Excess Insurance, Reinsurance and Stop Loss Insurance shall commence coverage, and if additional funds are required, the Association may call for supplementary payments attributable to that year. The next level of responsibility shall be assumed by the excess insurer and/or reinsurer. In the event that a single loss should exceed the amount of coverage provided by the Self-Insurance Loss Fund, and the Excess Insurance and/or Reinsurance, then the payment of such uncovered valid loss shall be the obligation of the individual member or members against which the claim was made. This sequence of obligations shall apply to all claims within the scope of coverage of the Pool and the Association from its inception on December 1, 1988, and shall apply to all members for those claim years during which they were members. The Association shall make payments from the Self-Insurance Loss Fund, Excess Insurance, Reinsurance and Stop Loss Insurance proceeds in the order in which the judgments against a member or the Association have been entered or settlements of claims have been reached.

Notwithstanding the obligation of the member to pay the Regular Annual Payments and the Supplemental payments assessed pursuant to this Agreement, no member shall be liable to the Association for any amount in excess of the amounts payable pursuant to this Agreement and otherwise. No member shall, in any way, be liable for the payment of the claims and judgments against any of the other members.

ARTICLE XI. OBLIGATIONS OF MEMBERS

The obligations of the members of the Association shall be as follows:

- 1) To appropriate or budget for and, when necessary, to levy for and to promptly pay all Regular Annual Payments and supplementary or other payments to the Pool at such times and in such amounts as shall be established by the Board of Trustees within the scope of this Agreement. Any delinquent payments shall be paid with a penalty as determined by Board policy.
- 2) To allow the Association reasonable access to all facilities of the members and all records, including but not limited to, financial records which relate to the purpose of powers of the Association.
- 3) To allow attorneys employed by the Association to represent the member in investigation, settlement discussions and all levels of litigation arising out of any claim made against the member within the scope of loss protection furnished by the Association.
- 4) To provide full cooperation to the Association's attorneys, claims adjusters, the Executive Director and any agent, employee, officer or independent contractor of the Association relating to the purpose and powers of the Association.

- 5) To follow in its operations all loss reduction and prevention procedures established by the Association within its purpose and powers.
- 6) To furnish to the Association updated underwriting information of all revenues and expenditures received by the member for any fiscal year of the member for which figures are requested by the Association and to furnish any other information required by the Association to assist it in making its determination of a Pool Contribution Factor, which information may include, but is not limited to, providing information about the members' properties. When requested by the Board of Trustees, the member shall provide the Association with the above-stated information in a form satisfactory to the Board of Trustees.
- 7) To report to the Claims Administrator as follows:
 - i. To report immediately, but in no event more than two (2) business days after receipt, a statutory notice of claim, a summons and complaint or other pleading before a court or agency for which coverage from the Association is sought.
 - ii. To report, within ten (10) calendar days after receipt, a written demand for monetary relief for which coverage from the Association is sought.
 - iii. To report at the earliest practicable moment any information of an occurrence received by the member and from which the member could reasonably conclude that coverage from the Association will be sought.

In the event the terms set forth above are not submitted to the Claims Administrator within the time period set forth above, the Board of Trustees of the Association, by a vote of a majority of a quorum of the Board of Trustees, at a regular or special meeting, any in whole or in apart decline to provide a defense to the member or to utilize the funds of the Association

for the payment of losses or damages incurred. In reaching its decision, the Board of Trustees shall consider whether and to what extent the Association was prejudiced in its ability to investigate and defend the claim due to the failure of the member to promptly furnish notice of the claim to the Claims Administrator. In the absence of fraud or a clear abuse of discretion, the decision of the Board of Trustees shall be final.

ARTICLE XII. LIABILITY OF TRUSTEES OR OFFICERS

The Association shall indemnify any Trustee or officer or any former Trustee or officer of the Association against reasonable expenses, judgments, decrees, fines, penalties or amounts paid in settlement actually and necessarily incurred by him in connection with the defense of any pending or threatened action, suit, or proceeding, criminal or civil, to which he is or may be made a party by reason of being or having been such Trustee or officer, provided it is determined in the manner hereinafter set forth: (a) that such Trustee or officer was not, and is not adjudicated to have been, negligent or guilty of misconduct in the performance of his duty to the Association; (b) that he acted in good faith in what he reasonably believed to be the best interest of the Association; (c) that, in any matter the subject of a criminal action, suit, or proceeding, he had no reasonable cause to believe that his conduct was unlawful; and (d) in case of settlement, that the amount paid in the settlement was reasonable. Such determination shall be made either: (a) by the Board of Trustees acting at a meeting at which a quorum consisting of Trustees who are not parties to or threatened with any such action, suit or proceeding is present; or (b) in the event of settlement, by a written opinion of independent legal counsel selected by the Board of Trustees.

Funds to cover expenses with respect to any pending or threatened action, suit, or proceeding, may be advanced by the Association prior to the final disposition thereof upon receipt of an undertaking by or on behalf of the recipient to repay such amounts unless it shall ultimately be determined that he is entitled to indemnification hereunder.

The indemnity herein above provided for shall not be deemed to be exclusive of: (a) any other rights to which any person may be entitled under any agreement, any insurance acquired with funds in the Pool or provided by the Association, or otherwise; (b) any immunity, qualified or otherwise, afforded a Trustee or officer pursuant to Chapter 1702 and Section 2305.38 of the Ohio Revised Code; or (c) the power of the Association to indemnify any person who is or was an employee of the Association to the same extent and in the same situations and subject to the same determinations as are herein above set forth with respect to a Trustee or officer. The Association may purchase and maintain insurance on behalf of any person who is or was a Trustee, officer, or employee against any liability asserted against him or incurred by him in any such capacity or arising out of his status as such whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article XII.

ARTICLE XIII. ADDITIONAL INSURANCE

The Association through the distribution of the minutes of the Board of Trustees or through other means shall inform all members of the scope and amount of Excess Insurance, Stop Loss Insurance or Reinsurance in force from time to time. Membership in the Association shall not preclude any member from purchasing any insurance coverage above those amounts purchased by the Association. The Association may make its facilities

available to advise members of the types of additional or different coverages available to units of local government.

ARTICLE XIV. OPTIONAL DEFENSE BY MEMBERS

Whenever the Association proposes to settle any pending claim or suit where the amount of that proposed settlement shall exceed Twenty-Five Thousand Dollars, the member involved and all members shall be given advance notice of that settlement. Such notice may be given by the establishment of a reserve amount in excess of Twenty-Five Thousand Dollars, provided the amount of the settlement does not exceed the amount reserved. The officers and employees of the Association shall, however, endeavor to give specific oral or written notice to the member involved of the exact amount of any proposed settlement in excess of Ten Thousand Dollars at least ten (10) days prior to the date at which the Association proposes to bind itself to pay such settlement amount. It is recognized by the members that under some circumstances the Association may not be able to give ten (10) days prior oral or written notice of the proposed settlement. The officers, employees or independent contractors of the Association shall attempt to give the member as much notice of the settlement as is possible under the circumstances of each case.

In the event the members should disagree with the amount at which the Association proposes to settle a case or claim, that member through its Law Director, Chief Administrative officer, Trustee or alternate Trustee may notify the Executive Director of the Association that the member exercises its right to prevent the Association from reaching a settlement at the agreed upon amount. The Executive Director may require that such information be transmitted in writing. In the event the Association does not settle a case based upon the objection of the member, the Association shall continue to provide a defense to the defendants unless the

member should desire to itself undertake the defense. In the event the case or claim is eventually resolved through a settlement or judgement in an amount less than the amount at which the case could have been previously settled by the Association, then the member which has undertaken the costs of its own defense shall be entitled to its actual costs, including attorneys' fees, up to the level at which the case could have been settled by the Association. To the extent the case or claim is resolved through settlement or judgement at an amount greater than that at which the case or claim could have been previously settled by the Association, the member shall be obligated for its actual costs, including attorneys' fees, and the portion of the settlement or judgment which exceeds the amount at which the case could have been settled by the Association. If the member wishes to have the Association continue to provide the defense, the member shall be obligated for any additional costs incurred by the Association, including attorneys' fees, and that portion of the settlement or judgment which exceeds the amount at which the case could have been settled by the Association. The Association may require periodic supplementary payments from the member. The member shall pay its portion of the judgment or settlement directly to the plaintiff, and the Association shall not be required to pay the member's portion of such judgment or settlement.

The Association may establish the amount at which it could have settled the case through a written settlement offer by the plaintiff or through other competent evidence of the availability of the settlement at a particular sum.

To the extent that payment shall be made with funds derived from Excess Insurance or Stop Loss Insurance or other insurance, the provisions of this Article XIV shall prevail when not contrary to those insurance contracts.

ARTICLE XV. CONTRACTUAL OBLIGATION

This document shall constitute a contract among those political subdivisions which become members of the Pool and between the Pool and the Association. The obligations and responsibilities of the members set forth herein, including the obligation to take no action inconsistent with these Bylaws as originally written or validly amended, shall remain a continuing obligation and responsibility of the member. The terms of this Agreement may be enforced in a court of law by the Association or any of its members.

The consideration for the duties herewith imposed upon the members to take certain actions and refrain from certain other actions shall be based upon the mutual promises and agreements of the members set forth herein. This Agreement and Bylaws may be executed in duplicate originals and their adoption by political subdivisions shall be evidenced by a certified copy of an ordinance or resolution passed in accordance with law. Provided, however, that except to the extent of the limited financial contributions to the Association agreed to herein or such additional obligations as may arise through amendments to this Agreement or these Bylaws, no member agrees to contracts herein to be held responsible for any claims in tort or contract made against any other member. The contract parties intend in the creation of the Pool and Association to establish an organization for joint risk management only within the scope herein set out and have not herein created as between any members any relationship of surety, indemnification or responsibility for the debts of or claims against any member.

ARTICLE XVI. EXPULSION OF MEMBERS

By the vote of two-thirds (2/3) of the entire membership of the Board of Trustees, any member may be expelled. Such expulsion may be carried out for one or more of the following reasons:

- (a) Failure to make any Regular Annual Payments or other payments due to the Association when due;
- (b) Failure to undertake or continue loss reduction and prevention procedures adopted by the Association;
- (c) Failure to allow the association reasonable access to all facilities of the member and all records which relate to the purpose or powers of the Association;
- (d) Failure to provide full cooperation to the Association's attorneys, claims adjusters, the Executive Director and any agent, employee, officer or independent contract of the Association relating to the purpose and powers of the Association; or
- (e) Failure to carry out any obligation of a member which impairs the ability of the Association to carry out its purpose or powers.

No member may be expelled except after notice from the Association of the alleged failure along with a reasonable opportunity of not less than thirty (30) days to cure the alleged failure, provided, however, that if the failure is a failure to make a Regular Annual Payment or other payment due the Association, such a failure must be cured within ten (10) days of the due date of such payment. The member may request a hearing before the Board of Trustees before any decision is made as to whether the expulsion shall take place. The Board of

Trustees shall set the date for a hearing which shall not be less than ten (10) days after the expiration of the time to cure has passed. A decision by the Board of Trustees to expel a member after notice and hearing and a failure to cure the alleged effect shall be final unless the Board of Trustees shall be found by a court to have committed a clear abuse of discretion. The Board of Trustees may establish the date at which the expulsion of the member shall be effective at any time not less than sixty (60) days after the vote expelling the member has been made by the Board of Trustees. If the motion to expel the member or a subsequent motion does not state the time at which the expulsion shall take place, such expulsion shall take place sixty (60) days after the date of the vote by the Board of Trustees expelling the member.

After expulsion, the former member shall continue to be fully obligated for its portion of any claim against the assets of the Pool which was created during the term of its membership along with any other unfulfilled obligation as if it was still a member of the Association. The expelled member shall, after expulsion, no longer be entitled to participate or vote on the Board of Trustees.

ARTICLE XVII. TERMINATION OF THE ASSOCIATION

If, sixty (60) days prior to the conclusion of any fixed term of the Association, the Board of Trustees does not vote to continue the existence of the Association, then the Association shall cease its existence at the close of the then current fiscal year. Under those circumstances, the Board of Trustees shall continue to meet on such a schedule as shall be necessary to carry out the winding up of the affairs of the Association. It is contemplated that the Board of Trustees may be required to continue to hold meetings for some substantial period of time in order to accomplish this task.

All members of the Association, including those which have withdrawn or been expelled, shall remain fully obligated for the payment of supplementary payments attributable to years during which they were members of the Association. Such supplementary payments may include but are not limited to sums sufficient to pay claims, retain reserve levels and pay for continuing claims administration. In addition, all members shall continue to be responsible for all other obligations of membership attributable to such prior years.

After all claims and liabilities have been properly paid or reserves established for the payment of any such claims, any surplus funds of the Association shall then be distributed to the members in proportion to their interest in such surplus funds.

ARTICLE XVIII. COUNTERPARTS

This Agreement may be executed in separate counterparts, each of which shall constitute an original but all of which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and executed this Agreement and Bylaws this _____ day of _____, 20_____, at _____ County, Ohio, Pursuant to the authority of ordinances or resolutions as hereinafter certified.

Approved as to Legal Form:

By _____

(Name)

Law Director

City of _____

By _____

(Name)

(Office)

Pursuant to Ordinance / Resolution No. _____ Passed on ____/____/_____

CERTIFICATION

I hereby certify that the money required to meet this contract has been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit

to this fund free from any previous obligation or certification as required by Ohio Revised Code §§5705.01 to 5705.47.

(Name)

Director of Finance

APPENDIX A

ARTICLES OF INCORPORATION

OF

MIAMI VALLEY RISK MANAGEMENT ASSOCIATION, INC.

FIRST: There is hereby formed a nonprofit corporation under Chapter 1702 of the Ohio Revised Code (such Chapter as now enacted and as the same may be amended from time to time is herein sometimes referred to as the "Ohio Nonprofit Corporation Law"), and the name of the Corporation is:

MIAMI VALLEY RISK MANAGEMENT ASSOCIATION, INC.

SECOND: The place in Ohio where the Corporation's principal office is to be located is the City of Kettering, Montgomery County, Ohio.

THIRD: The Corporation is formed for the purpose of establishing and maintaining a joint self-insurance pool under Chapter 2744 of the Ohio Revised Code for the public purpose of enabling the subscribing political subdivisions to obtain insurance coverage, to provide methods for paying claims, and to provide for a formalized, jointly administered self-insurance pool for Members of the Corporation. Specifically, the Corporation is intended to qualify as an instrumentality of its Members used by such Members in the exercise of an essential governmental function within the meaning of §115(1) of the Internal Revenue Code of 1986, as amended. The foregoing activities of the Corporation are intended to perform such essential governmental function for the Members at a cost which is lower than would be obtainable by the Members acting separately, so far as such activities do not conflict with Chapter 1702 of the Ohio Revised Code.

The foregoing enumeration of specific purposes shall not be held to limit or restrict in any manner the powers of this Corporation conferred by the laws of the State of Ohio and shall be understood to be in furtherance and in addition to such general powers conferred on non-profit corporations under the Ohio Nonprofit Corporation Law. In carrying out the foregoing purposes, the Corporation shall have all the rights, authority, powers and privileges which, subject as aforesaid, are granted to or conferred upon nonprofit corporations and joint self-insurance pools under Chapter 2744 of the Ohio Revised Code.

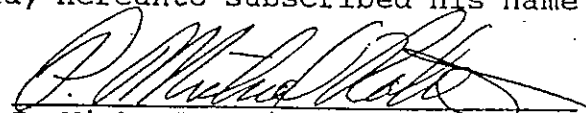
FOURTH: The names and addresses of the initial Trustees of the Corporation are:

<u>Name</u>	<u>Address</u>
1. Stephen M. Stapleton	1368 Research Park Drive Beavercreek, Ohio 45432
2. P. Michael Robinette	3600 Shroyer Road Kettering, Ohio 45429
3. John K. Weithofer	10 North First Street Miamisburg, Ohio 45342
4. Bruce E. Sucher	333 James E. Bohanan Memorial Drive Vandalia, Ohio 45377
5. G. Tracy Williams	300 East Central Avenue West Carrollton, Ohio 45449
6. Clifford N. Eveland	56 West Locust Street Wilmington, Ohio 45177

FIFTH: Upon the dissolution, liquidation or winding up of the Corporation, the Trustees shall comply with the provisions of the Ohio Nonprofit Corporation Law and Chapter 2744 of the Ohio Revised Code respecting dissolution, liquidation or winding up of nonprofit corporations and, specifically, shall apply all assets and property available for distribution, so far as may be feasible, towards carrying out the purposes of the Corporation.

SIXTH: In the event that the Code of Regulations or the Trustees' Bylaws (if any) of the Corporation now or hereafter contain any terms or provisions that are inconsistent or in conflict with any of the terms or provisions of these Articles of Incorporation, such terms and provisions of these Articles of Incorporation shall control and shall supersede such conflicting or inconsistent terms and provisions of the Code of Regulations or the Trustees' Bylaws, but such conflict or inconsistency shall not impair, nullify or otherwise affect the remaining terms and provisions of such Code of Regulations or Bylaws, which shall remain in full force and effect. References herein to these Articles of Incorporation or any Article thereof shall mean the Articles of Incorporation of the Corporation and any such Article as then in effect and as the same may be amended from time to time thereafter.

IN WITNESS WHEREOF, the undersigned incorporator, intending to form the Corporation as aforesaid, hereunto subscribed his name on November 30, 1988.


P. Michael Robinette, President
Sole Incorporator

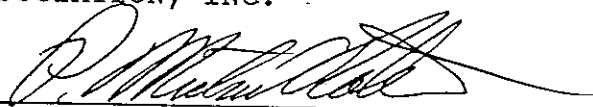
MIAMI VALLEY RISK MANAGEMENT ASSOCIATION, INC.

ORIGINAL APPOINTMENT OF AGENT

The undersigned, being the sole incorporator of Miami Valley Risk Management Association, Inc. hereby appoints P. Michael Robinette, a natural person residing in Ohio whose business address is 3600 Shroyer Road, Kettering, Ohio 45429, as its agent upon which any process, notice or demand required or permitted by statute to be served upon the corporation may be served.

MIAMI VALLEY RISK MANAGEMENT
ASSOCIATION, INC.

By



P. Michael Robinette
Sole Incorporator

November 30, 1988

APPENDIX B

HYRMA POOL CONTRIBUTION WORKSHEET

December 1, 1988

City	Representative	Telephone Number	(4-Yr) Avg Ann'l Losses	(1980) Population	# Sworn FT Police	All Other Full-Time	Titled Vehicles	Premium Property Values	(1987) Net Operating Expenditures	Pool Contribution Factor
Beavercreek	J.Stoops	426-5170	\$30,900	31589	32	49	62	\$6,200	\$4,142,690	12.3%
Kettering	M.Robinette	296-2400	\$91,200	61186	80	271	205	\$35,800	\$21,782,447	39.3%
Miamisburg	C.Gridley	866-3303	\$36,500	15304	30	125	104	\$38,900	\$8,318,566	17.8%
Vandalia	B.Hoffman	898-5891	\$39,500	13161	26	74	63	\$17,800	\$6,854,935	14.0%
W.Carrollton	T.Williams	859-5181	\$14,000	13148	22	54	54	\$13,500	\$6,862,788	9.0%
Wilmington	L.Eichelberger	382-6604 *	\$8,300	10430	17	79	46	\$9,900	\$6,791,676	7.6%
TOTALS			\$220,400	144818	207	652	534	\$122,100	\$54,753,102	100.0%

- NOTES:
1. "Population" is based on 1980 census data.
 2. "Average Annual Losses" are calculated based upon a limit of \$250,000 per claim, and include both paid and reserved losses.
 3. "Premium Property Values" have been calculated by GB using standard underwriting procedures (i.e., occupancy, construction, age, alarm system, fire protection classification, etc.).
 4. "Net Operating Expenditures" include: Governmental Funds, Special Revenue Funds, and Proprietary Funds. Debt Service, Capital Outlays, and Interfund Transfers have been "netted" out. Operating Expenditures for Piqua's electric utility have been excluded.
 5. "Pool Contribution Factor" is calculated by using the following formula:

$$(3 \times \% AAL) + (\% \text{ Population} + \% \text{ FT Police} + \% \text{ all other FT} + \% \text{ Titled Vehicles} + \% \text{ PPV} + \% \text{ NOE})$$

MIAMI VALLEY RISK MANAGEMENT ASSOCIATION
EMPLOYEE HANDBOOK



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MIAMI VALLEY RISK MANAGEMENT ASSOCIATION

AT-WILL EMPLOYMENT POLICY

Originally Adopted by MVRMA Board: 12/16/2019

PURPOSE

To define the employment relationship between employer and employees of MVRMA.

POLICY STATEMENT

The Miami Valley Risk Management Association believes that a policy regarding At-Will Employment within the MVRMA organization is desirable.

PROCEDURE

Employment with MVRMA is at-will, unless otherwise specified in a written employment agreement, collective bargaining agreement, or otherwise as provided by law. This means employment with MVRMA is not for any specified period and may be terminated by the employee or MVRMA at any time, with or without cause or advance notice. In connection with this policy, MVRMA reserves the right to modify or alter the employee's position, in its sole discretion consistent with applicable law, with or without cause or advance notice, through actions other than termination, including demotion, promotion, transfer, reclassification, or reassignment. In addition, MVRMA reserves the right to exercise its managerial discretion in imposing any form of discipline it deems appropriate.

1:12:03

MIAMI VALLEY RISK MANAGEMENT ASSOCIATION

EQUAL EMPLOYMENT OPPORTUNITY/ANTI-DISCRIMINATION EMPLOYMENT POLICY

Originally Adopted by MVRMA Board: 12/16/2019

PURPOSE

To ensure enforcement of applicable EEO/Anti-Discrimination employment laws and regulations.

POLICY STATEMENT

The Miami Valley Risk Management Association, as an equal opportunity employer, will comply with applicable EEO/Anti-Discrimination laws and regulations.

PROCEDURE

Equal opportunity for employment and/or promotion is open to any person who possesses the requisite qualifications for an open position. MVRMA policy is that there shall be no discrimination on the basis of age, sex, race, color, religion, pregnancy, marital status, sexual orientation, ethnic origin, disability, veteran status, or any other status protected by local, state, or federal law with regard to employment, job assignment, promotion or other terms or conditions of employment. Any employee who in good faith brings a complaint of discrimination will not be adversely affected with respect to the terms or conditions of his/her employment because of having made such a complaint. Any employee who is deemed to have retaliated against an individual for bringing a complaint of discrimination will be subject to discipline, up to and including termination.

1:12:04

MIAMI VALLEY RISK MANAGEMENT ASSOCIATION

AMERICANS WITH DISABILITIES ACT (ADA) POLICY

Originally Adopted by MVRMA Board: 12/16/2019

PURPOSE

To require and define MVRMA's compliance with all regulations as set forth in the Americans with Disabilities Act ("ADA") and all applicable state and local laws.

POLICY STATEMENT

MVRMA prohibits discrimination against qualified individuals with a disability with regard to employment, job assignment, promotion or other terms or conditions of employment.

PROCEDURE

If an employee of MVRMA has a disability (as defined under applicable state and/or federal law) and needs a reasonable accommodation (as defined under applicable state and/or federal law), it is the employee's responsibility to let the supervisor know both about the disability and the accommodation the employee believes he/she needs to perform his/her job. MVRMA will work with the qualified individual with a disability to determine if a reasonable accommodation can be provided, and will provide such an accommodation except where it would create an undue hardship on MVRMA

Although MVRMA may make pre-employment inquiries into the ability of an applicant to perform job-related functions, and may ask the applicant to demonstrate how, with or without reasonable accommodation, the applicant will be able to perform job-related functions, MVRMA will not require a medical examination (as defined under the ADA) until after extending a conditional offer of employment. Even then, a medical examination will be required only if such an examination is required of all entering employees in the job category at issue. Information obtained by MVRMA regarding the medical history or condition of any employee shall be collected and maintained on separate forms and in separate medical files and shall be treated as a confidential medical record, except as otherwise provided under the ADA. Subsequent medical examinations will only be required where they are job-related and consistent with business necessity.

1:12:05

MIAMI VALLEY RISK MANAGEMENT ASSOCIATION

COMPENSATION AND BENEFITS POLICY

Originally Adopted by MVRMA Board: 12/16/19

PURPOSE

To establish a policy regarding the compensation of personnel within the MVRMA organization.

This policy has been established to provide for personnel classification, rates of pay, and fringe benefits for full-time and part-time employees of the Miami Valley Risk Management Association. It also sets forth guidelines for the administration of MVRMA's compensation and performance evaluation systems.

The Board shall deal independently of this policy in establishing rates of pay and fringe benefits for the Executive Director.

POLICY STATEMENT

It is the policy of MVRMA to provide its employees with competitive salaries and fringe benefits, consistent with market rates for comparable positions. This will ensure that qualified candidates will be attracted to fill staff vacancies and that staff will be compensated sufficiently to retain their continued service and high level of performance.

In order to ensure that this policy is adhered to by staff and periodically reviewed by the Board, a Personnel & Compensation Committee shall be established. It shall be comprised of not less than three (3) Board members, appointed in accordance with the MVRMA bylaws. The Committee shall meet not less than annually to review rates of compensation, fringe benefits, and general compensation and performance evaluation systems as administered by the Executive Director. Neither the Committee, nor the Board, however, will involve itself in the day-to-day administration of these activities, since this is the responsibility of the Executive Director.

The Committee shall periodically review survey data on a national, regional, or local basis considering comparable data from both the public and private sectors.

DEFINITIONS

Full-time Employee: An employee who works more than 30 hours during a standard one-week period on a regular basis.

Part-time Employee: An employee who works 30 hours or less during a standard one-week period on a regular basis.

1. **Compensation Rates**

Each employee shall always be compensated within the approved pay range for his/her position. Pay ranges shall be adjusted annually in December to reflect the average annual increase/decrease in the pay of members' non-bargaining employees based upon a current survey. The adjusted range will be in effect January 1 of the following year. Notwithstanding these pay range adjustments, an employee's rate of

compensation shall be unaffected, unless his/her rate of pay falls below the new salary range minimum. If that is the case, the pay will be increased to the minimum effective January 1. Changes to the pay ranges shall be approved by the Board in conjunction with the adoption of the annual budget.

Part-time employees shall be compensated at rates determined by the MVRMA Board and administered by the Executive Director. Such rates, to the extent feasible, shall be based in relation to the rates established by this policy for similar or like work.

2. Overtime

All full-time and part-time employees, except those on salary, shall receive overtime pay at the rate of time and one-half for all hours worked, or in an active pay status, in excess of (40) hours straight time per week, or as otherwise required by Federal or State law.

3. Personal Days--Time Off

Each full-time employee shall be paid for fifteen (15) Personal Days for the first year of his/her employment with MVRMA, to be used for any time-off purpose

Personal Days may be used as sick days, vacation days, holidays, etc., at the employee's discretion. A maximum balance of 15 unused Personal Days may be carried over from year to year without the consent of the Executive Director and the MVRMA Board.

Personal Days may be used in increments of half-days or full days.

After the first year of continuous employment, a new allotment of twenty-five (25) Personal Days shall be provided for the following year. In subsequent years, one additional Personal Day shall be added to the previous year's allotment up to a maximum of thirty-five (35) Personal Days in a single year.

For the purposes of determining the annual Personal Days allotment, employees' length of service will include prior service with Ohio state and local governments.

Hourly employees will be compensated for each Personal Day and Holiday based on the number of hours in his/her standard workday.

After the first year of continuous employment, each part-time employee who works more than twenty hours during a standard one-week period on a regular basis shall be paid annually for twenty (20) personal days and eight (8) holidays.

The personal days may be used for any time-off purpose in half-day or full-day increments. Each personal day and or holiday shall be paid on the basis of the average number of hours worked during the previous eight (8) week period. For all employees, upon separation from MVRMA, MVRMA will pay the employee the cash equivalent of his/her unused leave time pro-rated to the date of separation and including unused days carried over from the previous year. If the balance of unused Personal Days is a positive number, then MVRMA will pay the employee the cash equivalent for this time in his/her final paycheck. If the balance of unused Personal Days is a negative number, then the cash equivalent of this time shall be deducted from the employee's final paycheck.

4. Holidays

Eight paid Holidays shall be provided for the following approved national holidays, when MVRMA offices are closed:

- a. New Year's Day
- b. Memorial Day
- c. 4th of July
- d. Labor Day
- e. Thanksgiving
- f. Day after Thanksgiving
- g. Christmas Eve
- h. Christmas

5. Comprehensive Major Medical/Health Insurance

MVRMA shall offer medical insurance group coverage to all full-time employees. Eligibility for said benefits shall be determined in accordance with the terms of said group policy. MVRMA reserves the right to choose the company and type of plan to be offered. MVRMA shall pay 100% of the cost of the premium necessary to provide this coverage to the eligible employee. If an employee elects a coverage plan offering dependent coverage, MVRMA shall pay 90% of the cost of the premium for this coverage, with the remaining premium due from the employee by payment or payroll deduction at MVRMA's discretion. If a premium discount is offered for employees who participate in an insurer-sponsored wellness program, employees who fail to participate in the program will pay 50% of the premium discount foregone for that plan year to a maximum of \$1,000 unless the Executive Director approves a hardship exception. The medical insurance payroll deduction may be withheld on a pre-tax basis if the employee elects to have his/her pay reduced by the amount of the required contribution in accordance with the provisions of the MVRMA Section 125 Plan. The Section 125 Plan also shall permit employees to elect payroll deductions on a salary-reduction basis under a flexible medical spending arrangement to pay qualified medical expenses not covered by insurance.

6. Dental/Vision Plan

MVRMA shall offer a Health Benefits Dental/Vision Plan to provide dental/vision coverage for each full-time employee and qualifying dependents.

7. Employee Assistance Program (EAP)

The employee assistance program (EAP), is available to all employees and it offers problem assessment, short-term counseling and referrals to appropriate community and private services. The EAP is strictly confidential and designed to safeguard an employee's privacy and rights. This service is provided on behalf of CEBCO by GuidanceResources Program.

8. Group Life Insurance

MVRMA shall offer a group term life insurance policy to each full-time employee in an amount equal to one year's annual salary, but not greater than \$50,000. MVRMA reserves the right to choose the company and type of insurance to be offered. Eligibility for said benefits is to be determined in accordance with the terms of said group policy.

9. Short-Term Disability Plan

MVRMA shall establish a short-term disability plan to cover the time period prior to qualifying for benefits under the long-term disability insurance program. The plan will provide paid time-off due to illness or a non-job-related injury where the employee is disabled and unable to work after an initial qualifying period of 15 workdays.

Each full-time employee shall be eligible to receive short-term disability coverage after the first year of employment as follows:

After 1 year: 10 days
After 2 years: 20 days
After 3 years: 30 days
After 4 years: 40 days
After 5 years: 50 days

Short-term disability is equivalent to the employee's regular rate of pay.

If the illness or injury occurs during the last quarter of the year and the employee does not have sufficient personal days remaining to cover the initial qualifying period, the Executive Director may advance a portion of the next year's allotment of personal days needed to fulfill the qualifying period.

10. Long-Term Disability Insurance

MVRMA shall offer group long-term disability insurance coverage to each full-time employee. Eligibility for said benefit is to be determined in accordance with the terms of said group policy. MVRMA reserves the right to choose the company and type of plan to be offered. This coverage shall be coordinated with disability coverage through PERS.

11. Ohio PERS

MVRMA, as permitted by law, agrees to participate in the Public Employee Retirement System of Ohio. MVRMA will pay the employer contribution for both full-time and part-time employees and agrees to abide by the rules of PERS. The statutorily required employee contribution shall be "picked up" (assumed and paid to OPERS) by MVRMA using the salary reduction method in order to obtain Federal and State tax deferments.

12. Deferred Compensation

MVRMA will participate in the Ohio Public Employees Deferred Compensation Program. Employees will have the opportunity to make elective contributions by payroll deduction pursuant to the terms of the Program.

13. Medicare

MVRMA, as required by law, agrees to participate in Medicare. MVRMA will pay the employer contribution and agrees to abide by Medicare rules and Federal law.

14. Car Allowance

A car allowance is authorized for the full-time Claims Manager and Loss Control Manager for the use of his/her personal vehicle in conducting MVRMA business within the MVRMA service area. With the approval of the Personnel & Compensation Committee, the Executive Director shall set the amount. In

addition to the car allowance, the full-time Claims Manager and Loss Control Manager will receive mileage reimbursement at the per mile rate allowed by IRS for travel outside the MVRMA service area.

15. Injury Pay

Any full-time employee who suffers an injury which qualifies for Workers' Compensation, shall be paid the difference between the amount of Worker's Compensation and disability benefits received by the employee, and his/her regular pay. The difference paid by MVRMA shall be called "Injury Pay." Injury pay shall continue only as long as Workers' Compensation benefits are paid and in no case shall extend beyond twenty-six calendar weeks after the injury.

16. Jury Duty Pay

A full-time employee required to serve on a jury before a Court empowered by law to require such service, shall be excused from work for the time required for such service and shall be paid his/her regular rate of pay less any jury pay, provided he notifies the Executive Director at least three (3) days prior to the jury service date.

17. Funeral Leave – Time Off

Any full-time employee is eligible to receive up to three (3) days of paid leave to attend the funeral and make the necessary arrangements associated with the death of a current immediate family member. Hourly employees will be compensated for each Funeral Leave Day based on the number of hours in his/her standard workday. The following relationships are considered "immediate family" for the purposes of this section: spouse, child/stepchild, sibling/step sibling, parent/stepparent, parent-in-law/stepparent-in-law, brother-in-law/sister-in-law, grandparent/grandparent-in-law, grandchild or other relatives/persons currently living in the employee's household or who act in the role of those named as "immediate family."

18. Pay Period/Work Week

The pay period shall be from Sunday through Saturday for all full-time and part-time employees. Paychecks shall be furnished on a bi-weekly basis on alternating Wednesdays. All salaried full-time employees are expected to work a forty (40) hour workweek with core hours between 8:30 a.m. and 4:30 p.m.

The Executive Director is free to establish the actual office hours of the MVRMA offices and may split schedules or use flexible schedules in order to maximize MVRMA's service capability to its members.

19. Tuition Reimbursement

Each full-time employee may receive tuition reimbursement and reimbursement for the cost of books and materials for job-related course work provided he/she receives a passing grade of at least a "C" or 2.0 and the approval of the Executive Director prior to enrolling in the course. The Executive Director shall review the nature of the course work with the employee and shall not authorize reimbursement, if funds have not been budgeted for this purpose.

An employee who voluntarily leaves the employment of MVRMA after completing a course(s) under the Tuition Reimbursement Program, shall refund to MVRMA 100% of all money received for courses taken during the previous twelve (12) calendar months and 50% of all money received for courses taken during the previous twenty-four (24) calendar months. The amount to be refunded may be withheld from any compensation due such employee at the time of separation. Employees whose services are terminated by MVRMA will not be required to make such refunds.

MVRMA will not reimburse fees for a program of study for which the employee has received a scholarship, grant, or subsidy to the extent of such aid.

20. Performance Evaluation

Each full-time and part-time employee shall be formally reviewed not less than annually by the Executive Director. The evaluation shall include a face-to-face interview with the Executive Director as well as written review of the employee's strengths and weaknesses, a review of progress made since the last review period, and establishment of goals for the next review period. When merited, the performance evaluation may serve as the basis for an increase in base pay or the payment of a one-time bonus payment, as determined by the Executive Director, based upon the nature of the review and within budgetary constraints.

MIAMI VALLEY RISK MANAGEMENT ASSOCIATION

EMPLOYEE ASSISTANCE PROGRAM (EAP)

Originally Adopted by MVRMA Board: 12/16/19

PURPOSE

To provide resources for the health and well-being of MVRMA's employees.

POLICY STATEMENT

It is the policy of MVRMA to provide access to confidential professional assistance to help confront personal problems.

PROCEDURE

The employee assistance program (EAP), is available to all employees and it offers problem assessment, short-term counseling and referrals to appropriate community and private services. The EAP is strictly confidential and designed to safeguard an employee's privacy and rights. This service is provided on behalf of the County Employee Benefits Consortium of Ohio (CEBCO) by GuidanceResources Program.

MIAMI VALLEY RISK MANAGEMENT ASSOCIATION

ANTI-HARASSMENT POLICY

Originally Adopted by MVRMA Board: 12/16/2019

PURPOSE

To fulfill MVRMA's commitment to maintain a work environment where people are treated with respect.

POLICY STATEMENT

MVRMA prohibits harassment of its employees or applicants based on a person's age, disability, gender, national origin, race, color, religion, ethnic origin, sexual orientation, veteran status, or any other status protected by local, state or federal law by anyone, including a supervisor, co-worker, or other person.

All employees regardless of position, are covered by and expected to comply with this policy and to take appropriate measures and to ensure that prohibited conduct does not occur.

PROCEDURE

1. Definition of Harassment

Harassment consists of unwelcome conduct, whether verbal, non-verbal, or physical, that is based on the person's age, disability, gender, national origin, race, color, religion, sexual orientation, veteran status, or other protected group status, and that affects an individual's employment or creates an intimidating, hostile, or offensive work environment. A hostile work environment exists where conduct is sufficiently severe or pervasive as to alter the terms or conditions of employment and creates an abusive working environment. A hostile work environment exists where conduct is sufficiently severe or pervasive as to alter the terms or conditions of employment and creates an abusive working environment.

2. Definition of Sexual Harassment

The U.S. Equal Employment Opportunity Commission provides that unwelcome sexual advances (verbal and/or physical), requests for favors and other verbal and/or physical conduct of a sexual nature, constitute sexual harassment when:

- a) submission to such conduct is either an explicit or implicit term or condition of employment (such as job promotion, job assignment, overtime opportunity, wage increase, etc.); or
- b) submission to or rejection of the conduct is used as a basis for making employment decisions; or

- c) the conduct has the purpose or the effect of substantially interfering with the individual's performance or creating a hostile or offensive work environment.

3. Examples of Sexual Harassment

Sexual harassment under the above definition may include, but is not limited to:

- a) verbal - sexual innuendo, suggestive comments, insults, threats, jokes about personal or physical traits, jokes of a sexual or demeaning nature, or sexual propositions;
- b) nonverbal - suggestive or insulting noises, leering, whistling, obscene gestures, threatening gestures, and the posting or possession at the workplace of literature, calendars or pictures that are suggestive, revealing, demeaning, or pornographic; or
- c) physical - unwelcome touching, pinching, brushing, rubbing, or groping of the body, unnecessary closeness, threatening or intimidating actions, coercing sexual activity, and assault.

4. Reporting a Problem

Using and insisting upon good manners, behavior and the exercise of good sense will go a long way in avoiding and preventing the inappropriate conduct prohibited by this policy. It is every employee's responsibility to help maintain a work environment free from harassment. Employees who believe they have experienced or observed harassment must report the harassment immediately to either the Executive Director, or if the Executive Director is involved, to the Board President.

5. Retaliation Prohibited

MVRMA encourages employees to raise questions or concerns regarding harassment and will not permit any form of retaliation against employees who have made a claim or report of harassment, or against any employee who has provided information to MVRMA during the investigation of the claim or report of harassment. An employee who believes that he/she has been retaliated against should immediately contact the Executive Director, or if the Executive Director is involved, to the Board President.

6. Investigation and Disciplinary Action

Every allegation of harassment under this policy will be the subject of a prompt investigation by MVRMA. Upon receiving a complaint of alleged harassment, MVRMA shall promptly initiate an investigation into the matter. After the investigation has been completed, a determination will be made by MVRMA regarding the resolution of the matter. If, following the investigation, MVRMA concludes that the harassment occurred, prompt disciplinary action will be taken, up to and including termination.

MIAMI VALLEY RISK MANAGEMENT ASSOCIATION

SEXUAL MISCONDUCT POLICY

Originally Adopted by MVRMA Board: 12/16/2019

PURPOSE

To define sexual misconduct and outline processes for reporting, investigating issues and appropriate disciplinary measures in the case of a violation.

POLICY STATEMENT

MVRMA will not tolerate and will seek to eradicate any behavior by its employees which constitutes sexual misconduct toward another adult or toward a child.

PROCEDURE

For the purposes of this policy, "Sexual Misconduct" means any actual or attempted criminal sexual contact, sexual assault, sexual abuse, sexual exploitation, indecent or sexual solicitation, public indecency, or other criminal conduct of a sexual nature as defined under Ohio law. "Sexual Misconduct" does not include "sexual harassment." Nothing contained in this policy shall be deemed to conflict, contradict or supersede the reporting requirements contained in any existing local, state or federal law.

a. Reporting Procedures and Designated Point of Contact

It is the express policy of MVRMA to encourage victims of sexual misconduct, and their parents or guardians in the case of minors, to come forward with such claims. The Executive Director shall remain accountable for the implementation and monitoring of this policy. In order to conduct an immediate investigation, any incident of Sexual Misconduct must be reported as quickly as possible, in confidence, as follows:

Employees and Volunteers

Employees are required to report any known or suspected incidents of sexual misconduct to the appropriate authority pursuant to applicable state, local or federal law. Employees must also report to the Executive Director. If the Executive Director is the offending person, the report should be made to the Board President.

b. Investigation and Confidentiality

All complaints of sexual misconduct will be promptly investigated and reported in accordance with applicable state, local or federal law. During such investigation, while every effort will be made to protect the privacy concerns of all parties, confidentiality cannot be guaranteed.

c. Discipline

Upon completion of its investigation, MVRMA will assess disciplinary action, up to and including termination, against any employee that MVRMA finds to have engaged in sexual misconduct in violation

of this policy. False accusations regarding sexual misconduct will not be tolerated, and any person knowingly making a false accusation will likewise be subject to disciplinary action, up to and including termination. Any MVRMA employee who retaliates against an individual for reporting alleged sexual misconduct (or for testifying, assisting or participating in an investigation, proceeding or hearing related to an allegation of sexual misconduct) shall be subject to disciplinary action, up to and including termination.

MIAMI VALLEY RISK MANAGEMENT ASSOCIATION

WORKPLACE VIOLENCE POLICY

Originally Adopted by MVRMA Board: 12/16/2019

PURPOSE

To provide guidelines and procedures to ensure a safe workplace and to reduce the risk of violence.

POLICY STATEMENT

MVRMA is committed to providing a safe, secure work environment for its employees and to preventing violence, threats or intimidating actions by or against any employee, citizen, vendor, customer or visitor on or off MVRMA property.

PROCEDURE

1. Zero Tolerance for Workplace Violence

It is MVRMA's policy to maintain a zero tolerance for workplace violence. Zero tolerance for workplace violence means that an act of violence shall be deemed unacceptable in any form. Those who engage in such behavior will be held accountable and dealt with in a manner consistent with maintaining a violence-free workplace which may include discipline, up to and including termination. Alleged violations of this policy will be reviewed on a case-by-case basis.

2. Definition of Workplace Violence

Workplace violence is defined as any behavior that is intended or likely to be perceived as intending to create a fear of bodily harm, actual physical injury, or damage to MVRMA property. Examples of workplace violence include, but are not limited to homicide, assault (with or without a weapon), rape, assault under the guise of an accident, hostage taking, armed robbery, hostile destruction of property, abusive conduct, and verbal, written, or implied threats or intimidation.

3. Complaint and Investigation Procedure

In order to promote the prevention of threats and violent acts, MVRMA requires employees to immediately report all threats and overt acts of violence to the Executive Director or, if the Executive Director is the individual involved, to the Board President. In addition, MVRMA encourages employees to report other behavior that may indicate the potential for a violent act. Upon learning of a threat or other violent act, the MVRMA Executive Director, or Board President, will promptly initiate an investigation into the matter. Employees are required to fully cooperate during the investigation of such an incident. Failure to cooperate in such an investigation may lead to discipline, up to and including termination.

4. Discipline

Upon completion of its investigation, MVRMA will assess disciplinary action, up to and including termination, against any employee that MVRMA finds to have committed or threatened an act of violence or otherwise violated this policy. In addition, MVRMA will pursue its right to criminally prosecute any person who commits, or threatens, an act of violence in violation of federal, state or local ordinances.

5. Pre-Employment Criminal Background Checks

In keeping with MVRMA commitment to providing a safe, secure working environment for its employees, vendors, suppliers and visitors, MVRMA shall require that all applicants consent to a criminal background check as a condition of employment.

6. Review of Communications, Files and Other Data Management Systems

MVRMA provides employees with a number of communications and data management systems. These communications and data management systems include, but are not limited to, paper files, electronic files (i.e., data stored and/or saved by electronic means on computer hard drives, floppy disks, zip drives, etc.), telephones, e-mail, voice mail, fax machines, modems, servers, computers, cell phones, pagers, internet access and other network tools. These systems are owned and/or controlled by MVRMA and employees have no expectation that any communication or other information made with, or stored on, these systems is private. Accordingly, in the interest of preventing workplace violence and enforcing this policy, MVRMA expressly reserves its right to monitor employees' use of the above systems and to access these systems and any information or data saved or stored therein at any time, with or without notice.

7. Emergency Procedures

In the event of an emergency, defined as a situation involving imminent death or serious bodily injury to a person, employees should immediately attend to their own safety by departing the area and reporting the situation to the Executive Director or Board President.

MIAMI VALLEY RISK MANAGEMENT ASSOCIATION

DRUG AND ALCOHOL POLICY

Originally Adopted by MVRMA Board: 12/16/19

PURPOSE

To provide a safe and productive work environment by fostering the well-being and health of MVRMA's employees.

POLICY STATEMENT

It is the policy of MVRMA to provide its employees with a drug-free work environment, drug and/or alcohol testing (pre-employment, for suspicion, after injury accidents and return from drug-related leave), and an Employee Assistance Program for confidential assistance in seeking treatment.

PROCEDURE

A. Standard of Conduct

1. No employee may report to work or be at work under the influence of alcohol or drugs.
 - a. The appropriate use of prescription drugs and over-the-counter medications is permitted. Prescribed drugs must be taken as prescribed and kept in the original container indicating the medication was prescribed to the employee.
 - b. The exception for prescription medication does not apply to marijuana. Medical marijuana, including a mixture or preparation containing marijuana or tetrahydrocannabinol (THC), will be considered an illegal drug for purposes of this policy.
 - c. An employee using a prescription drug should consult with his/her physician or pharmacist regarding the effects of the drug and whether the use of the drug during or before work hours could affect the employee's ability to safely operate a motor vehicle or perform his/her normal job duties. If an employee has reason to believe prescription or over-the-counter medication could affect the employee's ability to perform any essential function of the job, including affecting behavior, the employee must notify the Executive Director or designee. An employee failing to do so will be subject to disciplinary action up to and including termination.
2. No employee shall possess alcohol, illegal drugs, or other un-prescribed controlled substances in the workplace.
3. No employee shall unlawfully sell, purchase, transfer, or traffic illegal or illicit drugs, controlled substances, prescribed medication, or drug paraphernalia.

B. Testing. MVRMA shall require drug or alcohol testing or both under the following circumstances:

1. Pre-employment testing: Each offer of employment will be conditioned upon, among other considerations, the passing of a blood and/or urine test for drugs and alcohol. A candidate who fails the test, or refuses to cooperate fully in taking the test, will be denied further consideration for employment.
2. Reasonable Suspicion testing: Whenever the Executive Director or designee reasonably suspects any employee of using drugs or alcohol, being intoxicated and/or being under the influence of a controlled substance while the employee is at work, on MVRMA property, or when the employee performs services or functions on behalf of MVRMA, the employee will be

- required to submit to testing for the presence of drugs or alcohol by any scientifically proven methods as soon as practical. Testing for drugs shall include but not be limited to testing of the urine and/or hair and/or blood. Testing for alcohol shall be include but not be limited to testing for alcohol on the breath and/or in the saliva. Reasonable suspicion includes, but is not limited to:
- a. Observed behavior, such as the odor of alcohol or marijuana or other drugs on an employee, direct observation of alcohol use or possession, the illegal use or possession of a controlled substance and/or physical symptom of alcohol and/or substance use or, an observed pattern of abnormal conduct, unsteady walking and movement, slurred speech, dilated pupils, or erratic behavior;
 - b. Arrest or conviction for a drug-related offense, or identification of an employee as the focus of a criminal investigation into illegal drug possession, use, or trafficking;
 - c. Reliable and credible sources reporting a violation of this procedure;
 - d. Newly discovered evidence the employee tampered with a previous drug or alcohol test.
- C. **Post-Accident Testing:** Whenever an employee has been involved in or contributed to an accident/injury causing a fatality, bodily injury requiring professional medical treatment, or damage to property, the Executive Director or designee will require all employees involved in the accident who may have engaged in any activity that caused or tended to cause the accident, or that may have contributed to the accident, to submit to alcohol and drug testing as soon as practical.
- D. **Return to Duty Testing:**
1. Any employee who returns to work after an approved leave related to drugs or alcohol will be required to submit to a drug and/or alcohol test prior to returning to work. If the employee fails this test, the employee may be immediately terminated or subject to other disciplinary action as determined by the Executive Director or designee.
 2. Any employee who has previously tested positive for the presence of a controlled substance and/or alcohol, and after a decision has been made to not terminate the employee, must complete a drug and/or alcohol test prior to being allowed to return to duty. If the employee fails this test, the employee may be immediately terminated or subject to other disciplinary action as determined by the Executive Director or designee.
- E. **Follow-up Testing.** Once an employee has been authorized to return to duty, the employee shall submit to unannounced, periodic, follow-up testing at a frequency and duration as determined necessary and appropriate by the Executive Director or designee. Any employee with a positive follow-up test result may be immediately terminated or subject to other disciplinary procedures as determined by the Executive Director or designee.
- F. **Consent to Testing and Reporting Results:** Employees and candidates given an offer of employment must sign the consent form and information release form provided by the designated testing facility.
- G. **Testing Procedures**
1. The procedures used for testing for drugs and alcohol will comply with all applicable legal requirements. Should the procedure set forth below be inconsistent with any such requirements, these procedures will be modified as necessary to comply.
 2. Pre-employment candidates and employees subject to testing under this policy will be tested for drugs and alcohol. An employee or candidate tests positive for any of these substances if the test shows the presence of an amount of the substance equal to or exceeding applicable

- standards. Alcohol levels of .04% or higher will be considered positive unless by law a lower level applies.
3. The collection of test samples and all testing shall be conducted by appropriate medical personnel. The test results shall be reported directly to the Executive Director or his/her designee.
- H. Consequences of Violations of this Policy
An employee who refuses a drug or alcohol test required by MVRMA, or tests positive for the presence of alcohol or drugs, shall be subject to disciplinary action up to and including termination of employment. An employee who attempts to manipulate the results of a test through adulteration, dilution of a sample, or substitution of a sample will be subject to disciplinary action up to and including termination.
- I. Notification of Arrest or Conviction
Any employee arrested or convicted of any federal or state criminal drug or alcohol statute must notify the Executive Director or designee of that fact within five working days of the arrest or conviction. The mere fact that an employee has provided this notice does not excuse the employee from possible disciplinary actions, up to and including termination of employment. Any employee who fails to notify the Executive Director or designee within five working days of the arrest or conviction may be terminated from employment without further cause.
- J. Treatment
Employees are encouraged to seek professional help for a drug or alcohol-related problem before testing takes place and disciplinary action is necessary. If the treatment requires that the employee not work for a specific period, the employee may use eligible leave. As a condition of this leave, MVRMA must receive reports from the treatment program that the employee is cooperating and making reasonable progress in the treatment program. The employee will provide the Executive Director or designee all information and authorizations which he/she requests to verify treatment, cooperation and status. The employee will be permitted to return to work if he/she passes a drug and/or alcohol test and has satisfactory medical evidence that he/she is fit to work.
- K. Executive Director as “Employee”
In circumstances in which the Executive Director is the employee subject to the terms of this policy, the President of the Board shall assume the Executive Director’s duties prescribed herein.

MIAMI VALLEY RISK MANAGEMENT ASSOCIATION

DRIVER'S LICENSE AND DRIVING RECORD POLICY

Originally Adopted by MVRMA Board: 12/16/19

PURPOSE

To safeguard MVRMA's employees and others when operation of a motor vehicle is required while conducting MVRMA business.

POLICY STATEMENT

It is the policy of MVRMA for its employees whose work requires operation of a motor vehicle to maintain a valid driver's license.

PROCEDURE

- A. Valid Driver's License
 - 1. All employees whose work requires operation of a motor vehicle must maintain a valid driver's license at all times during his/her employment.
 - 2. If an employee has his/her license suspended for any reason, the employee must notify the Executive Director immediately.
 - 3. Failure to maintain a valid driver's license may result in disciplinary action, up to and including termination of employment.

- B. Annual Driving record Check
 - 1. MVRMA will conduct an annual check of driving records for those employees who operate motor vehicles in the course of their work.

- C. Fines and Traffic Violations
 - 1. Employees operating a vehicle in the course of their assigned work will be responsible for any and all fines or traffic violations incurred by them.

- D. Insurance and Liability
 - 1. Employees operating a personal vehicle in the course of their assigned work will be responsible for maintaining liability insurance upon the vehicle in accordance with applicable law. Any liability arising out operation of the vehicle is the responsibility of the employee.

MIAMI VALLEY RISK MANAGEMENT ASSOCIATION
DEFENDING AND INDEMNIFYING EMPLOYEES POLICY

Originally Adopted by MVRMA Board: 12/16/2019

PURPOSE

To provide for the defense and indemnification of MVRMA employees.

POLICY STATEMENT

MVRMA shall provide defense and indemnification to an employee as outlined in the policy.

PROCEDURE

MVRMA shall provide for the defense of an employee, in any state or federal court, in any civil action or proceeding which contains an allegation for damages for injury, death, or loss to person or property caused by an act or omission of the employee provided the act or omission occurred while the employee was acting both in good faith and not manifestly outside the scope of employment or official responsibilities.

MVRMA shall indemnify and hold harmless an employee in the amount of any judgment, other than a judgment for punitive or exemplary damages, that is obtained against the employee in state or federal court or as a result of a foreign jurisdiction and that is for damages for injury, death, or loss to person or property caused by an act or omission of the employee provided the act or omission occurred while the employee was acting both in good faith and not manifestly outside the scope of employment or official responsibilities.

MIAMI VALLEY RISK MANAGEMENT ASSOCIATION

ATTENDANCE POLICY

Originally Adopted by MVRMA Board: 12/16/2019

PURPOSE

This policy defines the attendance, punctuality and reporting of employees.

POLICY STATEMENT

Punctuality and attendance are essential to the successful operation of MVRMA's business.

PROCEDURE

If an employee is unable to report to work (or to report to work on time) for any reason, the employee must notify the Executive Director before his or her starting time.

If an employee desires to leave work for any reason during the workday, the employee must obtain the approval of the Executive Director prior to leaving. In the event that the employee fails to call in to the Executive Director or report for work for three consecutive workdays, the employee will be deemed to have voluntarily resigned from his or her employment with MVRMA and will be removed from the payroll, except as otherwise provided by law and absent extenuating circumstances. This policy is not intended to limit an employee's right to engage in a lawful strike, work stoppage, or other conduct protected by state or federal law.

Excessive absenteeism or tardiness may subject the employee to disciplinary action, up to and including termination.

MIAMI VALLEY RISK MANAGEMENT ASSOCIATION

COMPUTERS, MOBILE PHONES, AND OTHER ELECTRONIC DEVICES POLICY

Originally Adopted by MVRMA Board: 12/16/2019

PURPOSE

To define the standards pertaining to employees' use of electronic devices.

POLICY STATEMENT

MVRMA employees must conform to policy when using any electronic device in the course of their work in a productive, ethical and lawful manner. This includes complying with MVRMA's policies, including policies prohibiting harassment, discrimination and retaliation as well as the Association's policy regarding Confidentiality and Communications Systems, Email, Networks, and the Internet.

PROCEDURE

All materials, data, communications, and information (including but not limited to e-mail, telephone conversations and voicemail recordings, instant messages, and internet and social media postings and activities) created on, transmitted to, received or printed from, or stored or recorded on these devices are the property of MVRMA. You should have no expectation of privacy with respect to these materials, data, communications, and information. To that end, MVRMA reserves the right to monitor, intercept, review—with or without notice—all content created on, transmitted to, received or printed from, or stored or recorded on the device.

You must use your best efforts to physically secure the device against loss, theft, or use by persons who have not been authorized to access the device. In the event that your device is lost, stolen, accessed by unauthorized persons, or otherwise compromised, you must inform the Executive Director so that MVRMA can assess the damage and, if necessary, remotely erase the entire device. You must also promptly provide MVRMA with access to the device when requested.

MVRMA prohibits employees from texting or e-mailing while operating a personal vehicle on MVRMA's business. Employees must also abide by all applicable legal prohibitions.

Employees who violate any provision of this policy are subject to discipline, up to and including termination of employment.

Nothing in this policy is intended to interfere with employees' rights under federal and state laws, including the right, pursuant to the state or federal law, to use a Smartphone, iPad, tablet, or personal electronic device to photograph or make recordings of health, safety and/or working condition concerns, or of strike, protest or work-related issues, or other protected concerted activities, nor will MVRMA construe this policy in a way that limits such rights.

MIAMI VALLEY RISK MANAGEMENT ASSOCIATION

OPEN DOOR POLICY

Originally Adopted by MVRMA Board: 12/16/2019

PURPOSE

To establish an Open Door Policy for the resolution of disagreements among employees or work-related problems or concerns.

POLICY STATEMENT

MVRMA will utilize an Open Door Policy as a means to resolve disagreements, work-related problems or concerns that may arise. In most situations, the individuals directly involved will resolve those disagreements. If that cannot be accomplished, the “Open Door Policy” provides an effective path towards resolution.

PROCEDURE

MVRMA encourages all employees to use the Open Door Policy to resolve any work-related problems or concerns. This policy is not intended to prohibit employees from discussing terms and conditions of employment with others, reporting to the government possible violations of federal law or regulation, or making other disclosures to the government protected under the whistleblower provisions of federal law or regulation.

This procedure should not be construed as preventing, limiting, or delaying MVRMA from taking appropriate disciplinary action against any individual, up to and including termination, in circumstances where MVRMA deems such action appropriate.

MIAMI VALLEY RISK MANAGEMENT ASSOCIATION

PROFESSIONAL DEVELOPMENT POLICY

Originally Adopted by MVRMA Board: June 2, 1994

Amended: June 16, 2008

March 19, 2018

PURPOSE

This policy has been established to provide guidelines for the professional development and training of MVRMA Trustees, staff, and appropriate service providers. The intent of this policy is to ensure key MVRMA policy makers and administrators have an adequate base of knowledge to make decisions in their respective areas of responsibility.

POLICY STATEMENT

MVRMA shall require periodic training and professional development of Board members, staff and third-party service providers (including, but not limited to brokers, claims administrators, loss control administrators, etc.) Funds to accomplish these activities for Board members and staff shall be provided in the MVRMA Budget and by provisions or allowances for training in agreement with service providers where appropriate.

Training shall be provided from persons or organizations specializing in public sector pooling administration risk management, or general management.

At a minimum, it is recommended:

- Each member of the MVRMA Board attend at least one of the following conferences, or its equivalent, every four years:
 - PRIMA Annual Conference
 - Ohio PRIMA Annual Educational Conference
 - AGRiP Governance and Leadership Conference
 - AGRiP Fall Educational Forum
- The MVRMA President attend one of the following conferences, or its equivalent, annually:
 - PRIMA Annual Conference
 - Ohio PRIMA Annual Educational Conference
 - AGRiP Governance and Leadership Conference
 - AGRiP Fall Educational Forum
- The MVRMA Executive Director attend one or more conferences annually sponsored by PRIMA, AGRiP, Ohio PRIMA and/or other appropriate organizations.
- Other MVRMA staff members attend conferences sponsored by PRIMA, AGRiP, Ohio PRIMA and/or other appropriate organizations as authorized by the Executive Director.

- Service Providers engage in annual professional development activities appropriate to their field and as provided for in each individual engagement agreement with MVRMA.

In addition, the MVRMA Executive Director and other staff members may pursue professional designation/certifications (ARM, CPCU, etc.), as approved or directed by the MVRMA Board. Funds to purchase textbooks, pay tuition, and pay for examination fees in connection with these programs shall be provided in the MVRMA budget.

AGRIP GLOSSARY OF INSURANCE AND POOLING TERMS

(Compiled by AGRIP from works originally provided by the Dan Klaff, Chief Executive Officer of the Association of California Water Agencies/JPIA and from *defines reinsurance* provided by AmRe.) Revised April 4, 2003

Active Negligence – The party that was negligent took an active part in doing whatever caused the damage. For example, digging a hole and someone falls in.

ACV – Actual Cash Value. Value of property at the time of its loss or damage, determined by subtracting depreciation of the item from its replacement cost. Applies to vehicles and mobile (contractor's) equipment and other property subject to a higher rate of depreciation than the typical property types.

Aggregate – The term used to describe the cumulative amount of all losses for a period of time.

Aggregate Excess of Loss Reinsurance – A form of excess of loss reinsurance that indemnifies the reinsured against the amount by which the reinsured's losses incurred (net after specific reinsurance recoveries) during a specific period (usually 12 months) exceed either an agreed upon amount or an agreed upon percentage of some other business measure, such as aggregate net premiums over the same period or average insurance in force for the same period. This form of reinsurance also is known as STOP LOSS REINSURANCE, STOP LOSS RATIO REINSURANCE, or EXCESS OF LOSS RATIO REINSURANCE.

Aggregate Stop Loss – A financial arrangement with the pools excess carrier that caps the aggregate to a predetermined limit at which point the excess carrier would “drop down” and pay losses within the pools SIR, or pooled layer. Currently, this “drop down” provision would be triggered if the total incurred losses for a coverage year, within the pooled layer, exceed 62.5% of the total annual deposit premiums.

AIS – Associate in Insurance Services.

ALCM – Associate in Loss Control Management.

Alien Company – An insurer or reinsurer domiciled outside the U.S. but conducting an insurance or reinsurance business within the U.S.

ARM – Associate in Risk Management.

ARM-P – Associate in Risk Management – Public.

Assumed Portfolio – The transfer of in-force insurance liability by an insurer to a reinsurer (or vice versa) by the payment of the unearned premium reserve on those policies by the payment of the outstanding loss reserve by the insurer to the reinsurer (or vice versa). The former is a premium portfolio, the latter a loss portfolio.

Attachment Point – The dollar amount of a loss where the next layer of insurance begins to pay for the loss.

Automobile Liability – Designed to afford bodily injury and property damage liability coverage associated with owned, non-owned and hired vehicles. May include medical payments, uninsured/underinsured motorists' liability coverages.

Automobile Physical Damage – Usually a first party coverage; however, some entities have “bailment” or “care, custody and control” liability exposures such as garages, maintenance facilities that service vehicles of others, and parking lots.

Bordereau – Furnished periodically by the reinsured, a detailed report of reinsurance premiums or reinsurance losses.

CAJPA – (Pronounced ka jaup’ a.) California Association of Joint Powers Authorities. Performs regulatory and legislative lobbying as well as accreditation of Joint Powers Authorities to promote the financial stability of JPAs.

Capacity – The maximum limit an insurer or reinsurer will make available, per policy, based on its current underwriting standards. It is a reflection of its surplus condition, its reinsurance or retrocession treaties, and also an expression of not just how much it has available but how it wants to allocate its risk financing strength across various classes of business, coverage lines, or individual risk”.

Captive Insurance Company – A company that is wholly owned by another organization (generally non-insurance), the main purpose is to insure the risk of the parent organization.

CIH – Certified Industrial Hygienist.

CIPRA – California Institute for Public Risk Analysis. Organized to develop, Analyze and disseminate information on risk management in California’s public sector, especially self-insured entities and Joint Powers Authorities.

Claim – A demand of a right. In general a demand for compensatory damages resulting from the actions of another.

Claims Made – A provision of an insurance policy that requires it to pay only for claims presented during the policy period with no regard for when the action causing the claim took place. (See “Occurrence”)

Claims Made Basis – The provision in a contract of insurance or reinsurance that coverage applies only to losses that occur and claims that are made during the term of the contract. (Losses occurring before the contract term are sometimes covered by the addition of “prior acts” coverage to the contract. Losses reported after the contract term are sometimes covered by the addition of “tail” coverage.) Once the policy period is over in claims-made covers, the approximate extent of the underwriter’s liability is known. On the other hand, the traditional “occurrence” liability insurance method provides coverage for losses from claims that occurred during the policy period, regardless of when the claims are assessed. With the traditional “occurrence” liability coverage method, the underwriter may not discover the extent of liability for years to come from losses asserted to have occurred within the policy period. With claims-made covers that renewed, however, losses that occurred during any period when the policy was in force are again covered if reported during the renewal term. In summary, the traditional method is similar to claims-made if the latter has added to it both “prior acts” and “tail” coverage.

Clash Cover – (also known as **Casualty Catastrophe Cover**). Reinsurance that is not exposed on a policy limit basis, i.e., the deductible on the treaty is equal to or exceeds the reinsured’s maximum net exposure on any one policy. Therefore, such treaties protect against the infrequent loss involving two or more insured’s in the same loss occurrence. Stated another way, it is a

casualty excess of loss agreement with a retention higher than the limits on any one reinsured policy. The agreement is thus only exposed to loss when two or more casualty policies (perhaps from different lines of business) are involved in a common occurrence in an amount greater than the clash cover retention. (See also CONTINGENCY COVER)

CLU – Chartered Life Underwriter

Commutation Clause – A clause in a reinsurance agreement that provides for estimation, payment, and complete discharge of all obligations including future obligations between the parties for reinsurance losses incurred. This clause is sometimes found in contracts reinsuring workers' compensation and may be optional (which is usual) or mandatory.

Contingency Cover – Reinsurance protection against an unusual combination of losses. (See also CLASH COVER).

Cost of Defense Settlement – Public entities are frequently sued without a clearly stated cause of action. They are brought into litigation with the hope that they will pay something to avoid the costs of litigation, hence the term cost of defense settlement. In the private insurance market this is a common practice as it makes short-term sense. We believe that in the long run it encourages more claims and do not agree with this practice.

CPCU – Chartered Property and Casualty Underwriter.

CRM – Certified Risk Manager.

CSP – Certified Safety Professional.

Cumis Counsel – Cumis refers to a lawsuit against the Cumis Insurance Society in which they were found to have controlled the defense attorney to the detriment of their insured. The court determined that the Society should have assigned separate counsel to represent the exclusive interest of the insured. The need for *cumis counsel* arises in situations where there are significant coverage issues and defense counsel is conflicted between his duty to his client and the obligations to the insurance carrier.

Data Warehouse – is “a copy of transaction data stored on a server specifically structured for query and reporting”.

Deductible – It is that portion of each claim that is paid by the member at the time of loss. It is in addition to any premium already paid.

Defense – A defendant's denial to a complaint or cause of action.

Deposit Premium – Premium required at the beginning of a policy period based on estimated costs.

DIC – Difference In Conditions. A specialized property insurance policy written to provide coverage for perils not covered in a standard property policy. In particular, it is most often used to provide coverage for earthquake and/or flood losses.

Directors, Officers and Trustees Liability – Intended to protect nonprofit board members, officers, and directors for faulty decisions which imperil the entity. Usually written to include entity reimbursement for legal actions and personal liability of specific wrongdoers.

Employers' Liability – Included as part of a worker's compensation insurance policy. Covers liability for losses arising out of injuries to employees that are not covered by statutory workers' compensation benefits.

Employment Practices Liability – Written to protect an entity from liabilities arising from allegations of discrimination, failure to promote or hire, harassment, ADA responsibilities, wrongful termination, etc. A relatively new coverage, this is one of the fastest growing areas of litigation.

Environmental Impairment Liability – Also referred to as "Pollution" and "Pollution Legal" Liability; can be written to protect an entity from actions resulting from contamination of air, water, and property. First-party (damage to owned property) and third-party (liability for damage to others) protection can often be combined.

Errors and Omissions Liability – Excludes bodily injury and property damage; intended to afford protection for the "misfeasance, malfeasance or non-feasance" of public officials, employees and volunteers. May also include incidental medical personnel (paramedics), police and fire personnel, architects and plan checkers, engineers, and on-staff attorneys.

Excess Insurance – Insurance that is purchased to provide higher limits than the primary policy provides.

Excess Loss – The portion of a loss that is allocated to, or paid by, excess insurance.

Excess of Loss Reinsurance – A generic term describing reinsurance which, subject to a specified limit, indemnifies the ceding company against all or a portion of the amount in excess of a specified retention. The term includes various types of reinsurance, such as catastrophe reinsurance, per-risk reinsurance, per-occurrence reinsurance, and aggregate excess of loss reinsurance. It should never be confused with "surplus share," which always refers to a pro rata form of reinsurance. Also known as NON-PROPORTIONAL REINSURANCE.

Facultative Reinsurance – The reinsurance of part or all of (the insurance provided by) a single policy, with separate negotiation for each cession. The word "facultative" connotes that both the primary insurer and the reinsurer have the faculty or option of accepting or rejecting the individual submission (as distinguished from the obligation to cede and accept, to which the parties agree in treaty reinsurance).

Facultative Treaty – A reinsurance contract under which the ceding company has the option to cede and the reinsurer has the option to accept or decline individual risks. The contract describes how individual facultative reinsurances shall be handled.

FASB – Financial Accounting Standards Board.

Fidelity Bonds – Written as financial guarantees of employee's honesty. Personnel with money-handling responsibilities are considered exposures to loss.

Fiduciary Liability – Covers board members, executives and other decision-making personnel with responsibilities for pension funds, retirement plans and employee benefit monies for negligent decisions that result in losses to such funds.

Full Value – A term used to provide “guaranteed” replacement cost coverage, which will pay the full cost to replace damaged property regardless of the “limit” carried. Applies to buildings and personal property.

Foreign Reinsurer – A U.S. reinsurer conducting business in a state other than its domiciliary state, where it is known as a domestic company (as opposed to an alien reinsurer; one domiciled outside the U.S. but conducting business within the U.S.).

Fronting – An arrangement whereby one insurer issues a policy on a risk for, and at the request of, one or more other insurers with the intent of passing the entire risk by way of reinsurance to the other insurer(s). Such an arrangement may be illegal if the purpose is to frustrate regulatory requirements.

GAAP – Generally Accepted Accounting Principles.

GASB - Governmental Accounting Standards Board

General Liability – Written to protect the member’s assets against liability for property damage of or bodily injury to third parties (see definition of parties).

IBNR – Incurred But Not Reported. That part of the total claims that is unknown at any point in time. When a claim is reported, its final value must be estimated. The pool tracks how accurately it estimates and knows that historically the average claims’ value will grow over time. The pool also understood that at any point in time occurrences have taken place that will certainly generate claims that have not yet been reported.

Incurred Loss – This is the ultimate expected total value of any claim. It includes the amount already paid, plus the estimated amount yet to be paid (reserves).

Intergovernmental Risk and/or Benefits Pool – A) “...a cooperative group or governmental entities joining together to finance an exposure, liability or risk” (GFOA); B) “...a risk financing mechanism whereby a group or public entities contribute to a shared fund that in turn pays claims for and provide services to the participating entity” (AGRIP Pooling Manual).

Intermediary – A reinsurance broker who negotiates contracts of reinsurance on behalf of the reinsured, receiving a commission for placement and other services rendered. Under the terms of the one widely used intermediary clause, premiums paid a broker by a reinsured are considered paid to the reinsurer, but loss payments and other funds (such as premium adjustments) paid a broker by a reinsurer are not considered paid to the reinsured until actually received by the reinsured.

Intermediary Clause – A provision in a reinsurance contract that identifies the specific intermediary or broker involved in negotiating the contract, communicating information and transmitting funds. The clause should state clearly whether payment to the broker does or does not constitute payment to the other party of the reinsurance contract. Currently a widely used clause provides that payments by the ceding company to the intermediary shall be deemed to constitute payment to the reinsurer(s) and that payments by the reinsurer(s) to the intermediary shall be deemed to constitute payment to the ceding company only to the extent that such payments are actually received by the ceding company.

Inverse Condemnation – The United States Constitution and state Constitutions require that a private citizen be compensated if property is “taken” by a public entity. When the property is taken proactively it is called eminent domain. When the property is taken “accidentally,” without due course, it is called inverse condemnation. Negligence need not be proven. The claimant’s legal expenses are payable in addition to actual damages.

Law of Large Numbers – A mathematical concept which postulates that the more times an event is repeated (in insurance, the larger the number of homogeneous exposure units), the more predictable the outcome becomes. In a classic example, the more times one flips a coin, the more likely that the results will be 50% heads, 50% tails.

Limit - The most that will be paid in a loss.

Long-Tail Liability – A term used to describe certain types of third-party liability exposures (e.g., malpractice, products, errors and omissions) where the incidence of loss and the determination of damages are frequently subject to delays that extend beyond the term the insurance or reinsurance was in force. An example would be contamination of a good product that occurs when the material is packed but which is not discovered until the product is consumed months or years later.

Loss Development – The process of change in amount of losses as a policy or accident year matures, as measured by the difference between paid losses and estimated outstanding losses at one point in time, and paid losses and estimated outstanding losses at some previous point in time. In common usage it might refer to development on reported cases only, where as a broader definition also would take into account the IBNR claims.

MOLC – Memorandum of Liability Coverage. The pools agreement providing liability coverage to Member Agencies.

MOPC – Memorandum of Property Coverage. The pools agreement providing property coverage to Member Agencies.

Occurrence – A) An accident, event, act or omission to act which results in “damages,” “bodily injury,” or “property damage” neither expected nor intended from the covered parties’ conduct. B) A provision of an insurance policy that requires it to pay for a claim caused during the policy period regardless of when it is presented. (See “claims made”).

Operating Ratio – The arithmetic sum of two ratios; incurred loss to earned premium, and incurred expense to written premium. Considered the best simple index to current underwriting performance of an insurer.

PARMA – Public Agency Risk Managers Association. A statewide association for risk managers in the public sector. Educational and lobbying activities.

Passive Negligence – The party that was negligent did not take part in the action that caused the damage, but was responsible for somehow allowing it to take place. For example, a district allowed a contractor to dig a hole on district property and someone fell in.

PE – Registered Professional Engineer.

Plaintiff – The party who complains or sues in a personal action. A claimant becomes a plaintiff by filing suit.

PRIMA – Public Risk Management Association. A national association for risk managers in the public sector. Formed for educational, information gathering and political lobbying purposes.

Pro Rata Reinsurance – A generic term describing all forms of reinsurance in which the reinsurer shares a proportional part of the original losses and premiums of the ceding company. Also known as PARTICIPATING REINSURANCE and PROPORTIONAL REINSURANCE.

Property Insurance – This covers the member for damage to its own property, sometimes called first-party coverage.

Punitive Damages – Damages awarded separately and in addition to compensatory damages, usually on account of malicious or wanton misconduct, to punish the wrongdoer and possibly others. Sometimes referred to as “exemplary damages” when intended to “make an example” of the wrongdoer.

Quota Share Reinsurance – A form of pro rata reinsurance (proportional) in which the reinsurance assumes an agreed upon percentage of each insurance being insured and shares all premiums and losses accordingly with the reinsured. Quota share reinsurance is usually arranged to apply to the insurer’s net retained account (i.e., after deducting all other reinsurance except perhaps excess of loss catastrophe reinsurance), but practice varies. A quota share reinsurer may be asked to assume a quota share of a gross account, paying its share of premium for other reinsurance protecting that gross account.

Reinstatement – The restoration of the insurance limit of an excess property treaty to its full amount after payment by the reinsurer of loss as a result of an occurrence.

Reinsurance

1. The transaction whereby the reinsurer, for a consideration, agrees to indemnify the ceding company against all or part of the loss that the latter may sustain under the policy or policies which it has issued.
2. When referred to as “a reinsurance,” the term means the reinsurance relationship between reinsured(s) and reinsurer(s).

Replacement Cost – The cost to replace damaged property with like kind and quality, with no deduction for depreciation, but still subject to a “limit”.

Reserve – In order to budget for its expected costs, the pool estimates the ultimate expected total value of each claim and “reserves” part of the deposit premium to pay for it. As moneys are paid out for a claim, the reserve amount is decreased.

Retrocedent – The ceding reinsurer in a retrocession, where the assuming reinsurer is known as the retrocessionnaire.

Retrocessionnaire – The assuming reinsurer in a retrocession, where the ceding reinsurer is known as the retrocedent.

Retrospective Rating Plan – The formula in a reinsurance contract for determining the reinsurance premium for a specified period on the basis on the loss experience for the same period (as opposed to prospective rating, which is based on loss experience for the prior period). Also known as EXPERIENCE RATING.

RIMS – Risk and Insurance Management Society. National professional organization to promote principles of risk management and assist risk managers in their daily activities.

Risk Control – Those risk management techniques designed to minimize the frequency and/or severity of claims. Risk control techniques include exposure avoidance, loss prevention, loss reduction, segregation of loss exposures, and contractual transfer to shift losses to others.

Risk Financing – Techniques for generating funds to pay for losses that risk control methods do not entirely eliminate. There are two types of risk financing techniques – retention and transfer. Retention involves paying for losses using an organization’s own assets; transfer involves covering losses using an outside intermediary for a consideration (such as a payment of a premium).

RMIS – A Risk Management Information System is a systematic process for collecting, storing and analyzing data so that it can be converted into actionable information, such as key performance indicators.

RPA – Retrospective Premium Adjustment. At the beginning of each policy period, the pool collects a deposit premium representing the estimated costs for that year. Forty-five months after its inception, the pool looks back at that estimate and determines how accurate it was and makes an RPA. If it collected too much, a refund is made. If it collected too little, the member is charged for the difference. The process is repeated annually for each coverage year until all claims for that year are closed out.

RPA Fund – Retrospective Premium Adjustment Fund. A separate pool fund designed to stabilize the RPA process. A Liability Program member’s refunds from the Catastrophic Loss Fund and from the RPA process is credited to this fund. Any RPAs resulting in additional premiums due will be charged against this fund. When a member’s Fund balance exceeds 50% of its annual deposit premium, the excess money will be refunded. Members will not be billed for additional premiums unless they have a negative balance in the Fund exceeding 50% of their annual deposit premium.

SIR - Self Insured Retention. In the pools liability program, members may choose SIRs of \$100,000, \$300,000 or \$500,000. This is the amount of each loss the member will be responsible for. It is payable at the time of the loss. An up-front premium credit is given to members selecting these high SIRs. Retentions below these levels are treated differently; they are considered RAPs.

Special Events – Designed to cover your sponsorship of events, such as fireworks shows, festivals, community/entity celebrations; often written to protect other policies’ loss integrity. Another type of special event coverage, known as a “tenants’ and users’” policy, can be issued for third parties who rent or use your owned facilities. (See TULIP)

Statutory Accounting Principles (SAP) – Those principles required by state law that must be followed by insurance companies in submitting their financial statements to state insurance departments. Such principles differ from generally accepted accounting principles (GAAP) in some important respects, eg., SAP requires that expenses must be recorded immediately and cannot be deferred to track with premiums as they are earned and taken into revenue.

Syndicate – An association of individuals or organizations to pursue certain insurance objectives. For example, individual underwriters in Lloyd’s of London associate in separate syndicates to

write marine insurance, reinsurance life insurance, etc., entrusting the administrative details of each syndicate to a syndicate manager.

TIV – Total Insured Values. The values shown on a Member Agency’s schedule or appraisal for property coverage. Only those items shown on the schedule are covered for loss.

Treaty – A reinsurance agreement between the ceding company and the reinsurer, usually for one year or longer, which stipulates the technical particulars applicable to the reinsurance of some class or classes of business. Reinsurance treaties may be divided into two board classifications:

1. The Participating type that provides for sharing of risk between the ceding company and the reinsurer; and
2. The excess type that provides for indemnity by the reinsurer only for loss, which exceeds some, specified predetermined amount. For different forms, see QUOTA SHARE, EXCESS OF LOSS, FIRST SURPLUS, SECOND SURPLUS, STOP LOSS, CATASTROPHE.

Treaty Reinsurance – A standing agreement between reinsured and reinsurer for the cession and assumption of certain risks as defined in the treaty. While most treaty reinsurance provides for automatic cession and assumption, it may be optional or semi-obligatory and is not necessarily obligatory.

Trending – The necessary adjustment of historical statistics (both premium and losses) to present levels or expected future levels in order to reflect measurable changes in insurance experience over time, which are caused by dynamic economic and demographic forces, and to make the data useful for determining current and future expected cost levels.

TULIP – Tenants’ and Users’ Liability Insurance Program. A liability insurance policy available through the pool to provide coverage for special events held on a member’s premises, but sponsored or organized by outside parties that may not have insurance. Coverage protects both the sponsor and the member for losses that may occur during the event.

Ultimate Net Loss

1. In reinsurance, the unit of loss to which the reinsurance applies, as determined by the reinsurance agreement. In other words, the gross loss less any recoveries from the reinsurance that reduce the loss to the treaty in question.
2. In liability insurance, the amount actually paid or payable for the settlement of a claim for which the reinsured is liable (including or excluding defense costs) after deductions are made for recoveries, and certain specified reinsurance.

UST – Underground Storage Tanks. Refers primarily to underground fuel tanks; used most often in reference to the JPIA’s Memorandum of underground Storage Tank Pollution Liability Program. This program protects member agencies against third-party claims for bodily injury and property damage caused by leaks from USTs. It also includes coverage for government mandated clean-up costs.

Worker’s Compensation – A statutory coverage designed as the “sole remedy” for workers injured in the course and scope of their duties.

Miami Valley Risk Management Association

Record Retention and Disposition Policy

Originally Adopted by MVRMA Board: March 21, 2005

PURPOSE

As a public entity joint self-insurance pool organized under ORC 2744.081, MVRMA must manage its records so as to comply with the applicable provisions of State Law governing political subdivisions and the applicable rules and regulations established by the Ohio Historical Society (OHS) which is designated by section 149.31, Ohio Revised Code, as the “archives administration for the State of Ohio and its political subdivisions.” To fulfill these responsibilities, OHS administers the Local Government Records Program (LGRP) which has jurisdictional oversight responsibility under the Ohio Public Records Act.

Each year MVRMA generates literally thousands of documents and records. If not managed properly, these records can become a legal liability, waste valuable space, increase operating expenses, and consume a vast amount of staff time. This policy has been established to ensure the proper management, retention, and disposition of records created or handled by MVRMA and to bring MVRMA into compliance with Ohio’s Public Records Act.

POLICY STATEMENT

The Executive Director shall be responsible for the completion and submittal of a Schedule of Records Retention and Destruction form (RC-2) to the LGRP at the OHS for its approval. The schedule is to be developed using the suggested records retention periods contained in the Ohio Municipal Records Manual published by the OHS as well as schedules used by other similar special districts. MVRMA shall retain all records for the minimum time periods shown on the approved RC-2 form. MVRMA may dispose of or cause records to be destroyed only after:

1. Receiving prior written notice from the Ohio Historical Society that MVRMA’s Schedule of Records Retention and Disposition (RC-2) has been approved.
2. Providing written notice to the Ohio Historical Society of MVRMA’s intent to destroy/dispose of specifically identified documents by submission of a Certificate of Records Disposal (RC-3) at least 15 days prior to destroying those documents.

The Executive Director is authorized to create additional record retention and disposition guidelines and procedures in order to comply with the Ohio Public Records Act or recommendations from the OHS-LGRP. The electronic mail retention guidelines are incorporated into this policy as shown on the attachment.

Although not required by the Ohio Revised Code for Special Districts, MVRMA will establish a Records Commission. The MVRMA Records Commission will review retention and disposition schedules, verify that proper procedures are followed for scheduling and disposing of records, approve revised retention schedules and maintain a central file containing copies of the following forms: RC-1, RC-2, RC3 and minutes of Records Commission meetings.

The MVRMA Nominating/Awards Committee shall function as the Records Commission and be on call of the Chair. The Records Commission Meetings are open to the public under the Ohio Open Meetings Act.

Electronic Mail Retention Guidelines

An E-Mail is a Record if it documents the organization, functions, policies, decisions, procedures, operations, or other activities of the office and the standard of retention set by the State of Ohio must be adhered to.

The following guidelines are to be followed regarding e-mail messages:

1. E-mail that qualifies as records should be printed and placed in the appropriate record file within 90 days of receipt and the retention for that record file must be followed. If there is an attachment to an e-mail, the transmission document is part of the record and must be printed and filed.
2. Both the sender and receiver are responsible for determining the retention value of the e-mail and treating it accordingly.
3. Create folders for received and sent messages to use within the 90 days or for use after the e-mail has been printed and filed.
4. Delete personal messages as soon as you read them.
5. Delete “transient messages” which are messages that fall into the retention category of “Until no reasonable necessity exists for the administrative operation of the office.” An example of this would be an e-mail that was sent in lieu of a phone call or an exchange of e-mail messages to set up a meeting.
6. Keep inbox and sent folders clean.
7. Do not save multiple copies of threads. When you send a message and get a response with your original message attached, you begin to have several layers with the same information. You only need to save the last message.
8. Always use a short informative subject line. This gives the receiver some indication of the importance of the message and gives reference for the proper electronic filing of the document.
9. Generally focus on one subject for each message.

MIAMI VALLEY RISK MANAGEMENT ASSOCIATION
MANAGEMENT SUCCESSION POLICY

Originally Adopted by MVRMA Board: June 18, 2007

Amended: June 16, 2008
December 17, 2018

PURPOSE

This policy has been established in order that MVRMA will have a succession plan to provide continuity in leadership, avoid extended and costly vacancies in key positions and identify and develop potential successors.

POLICY STATEMENT

It is MVRMA's policy to ensure that its current leadership is meeting the needs of the Association and its members, and that transition to new leadership is well-timed to enhance long-term member confidence and value.

RESPONSIBILITIES

The MVRMA Board will oversee the management succession process and will work with the Executive Director in its development. The Executive Director will have succession plans in place for key MVRMA positions and business processes.

The Executive Director will:

1. Build a talent-rich organization by attracting and developing the appropriate people;
2. Have a contingency plan in place to sustain key roles in the Association including those filled by employees and key service providers;
3. Document and have a contingency plan for critical business processes and procedures.

The Board will:

1. Consider MVRMA's strategic needs and envision the challenges that will be faced by MVRMA's Executive Director;
2. Identify the qualities and skills needed to meet those strategic needs and challenges;
3. In collaboration with the incumbent identify person(s) capable of fulfilling the Executive Director's responsibilities in the event of an unforeseen temporary vacancy in the position;
4. Identify possible successor candidates for the Executive Director in collaboration with the incumbent;
5. Take an active role in assessing the capabilities, potential and readiness of possible successors, and
6. Guarantee that succession planning is a continuous process and part of the Executive Director's performance evaluation.

Monitoring

The Personnel & Compensation Committee will review the contingency plan(s) as part of the Executive Director's performance evaluation.

Contingency Plan

Interim Program Management Procedures

(Revised 6/21/21)

1. The MVRMA Board President shall be notified by the Executive Director or the Office Manager or designee in any instance where the Executive Director is to be hospitalized or physically incapacitated for more than five (5) business days. The Board President shall be advised of the Executive Director's expected return to work date and the need, if any, for interim management during his absence.
2. In the instance of the death of the Executive Director, the Office Manager or designee shall call and advise the Board President or, if the President is unavailable, the Vice-President. The Board President shall immediately communicate with the MVRMA Officers and Board of Trustees.
3. During an extended absence or incapacitation of the Executive Director, the Board President shall be the Chief Executive Officer of the Association and shall supervise the day-to-day operations according to the policies of the Association. The Board President may request information from any officer of the Association or any employee or independent contractor of the Association.
4. MVRMA's corporate legal counsel and key service providers shall be notified of interim changes in MVRMA's program management and the expected duration, if applicable by the Board President or designee.
5. Due to incapacity or sudden loss of MVRMA staff, the following backup contacts are to be utilized:
 - a. Claims Adjusting:
 - i. Gallagher Bassett, Emily Wells, 630-285-3857
 - b. Loss Control:
 - i. Alliant Loss Control Services, Tim Leech; 949-260-5008;
tleech@alliantinsurance.com
 - c. Accounting & Financial Matters:
 - i. MVRMA Treasurer
6. The Executive Director will encourage staff to do cross training of essential functions in order to allow minimal disruption during an unexpected temporary absence. Key staff will keep a procedure manual of important activities updated annually.
7. The following list of key service providers will be kept updated in order to provide necessary professional assistance and backup capacity where it may be needed.

- a. Actuarial Services: Pinnacle Actuarial Resources, Inc., Tim Mosler, 770-587-0351; tmosler@pinnacleactuaries.com
- b. Auditing: Julian & Grube, Tara Weaver, 614-846-1899; tweaver@JGinc.biz
- c. Banking: Huntington Bank, [Mike Mestemaker, 513-639-4288](tel:513-639-4288), Mike.Mestemaker@huntington.com; Amy Bentley, 513-762-1836, Amy.Bentley@Huntington.com; Safekeeping: Gary Wetterich, 614-331-9769; gary.wetterich@huntington.com;
- d. Broker: Alliant Insurance Services, Seth Cole, 925-628-8216; scole@alliant.com; Justin Swarbrick, 248-885-7050, jswarbrick@alliant.com; Eve Wildhagen, 949-756-0271; ewildhagen@alliant.com
- e. Corporate Legal Counsel: Surdyk, Dowd & Turner, Ned Dowd, 937-222-2333; edowd@sdtlawyers.com
- f. Coverage Counsel: Mazanec, Raskin, Ryder & Keller, John McLandrich, 440-287-8298; jmclandrich@mrrklaw.com
- g. Investment Advisor; SJS Consulting, Inc., Kirk Ludwig, 419-885-2626; kludwig@sjsinvest.com
- h. Landlord & Property Maintenance: Dan Wheeler, Target Management & Leasing, 110 Boggs Ln., Suite 165, Cincinnati, OH 45246; dan@thetargetgroup.net; 513-771-5600 (Ofc.), 513-265-2700 (cell)
- i. Liability Reinsurer: Government Entities Mutual, Inc., Andrew Halsall, 603-223-0321; Andrew.Halsall@gemre.com; Genesis Underwriting Management Company, Kevin Williams, 312-526-7555; Kevin.Williams@gumc.com
- j. Technology & Computers: HCST, Barry Hassler, 937-427-9000, barry.hassler@hcst.com
- k. Training & Safety Classes: MVCC – MTA, Jodi Martin, 937-438-8887; jmartin@mvcc.net

MIAMI VALLEY RISK MANAGEMENT ASSOCIATION

PUBLIC RECORDS POLICY

Originally Adopted by MVRMA Board: December 17, 2007

Amended by the MVRMA Board: March 21, 2016

I. PURPOSE

The Miami Valley Risk Management Association (MVRMA) maintains many records pertaining to the administration and operation of MVRMA. So as to ensure that all members of the public have access to those records as required by Ohio law, the Board of Trustees has adopted a Public Records Policy. This policy explains the process by which a person may inspect and obtain copies of those records maintained by MVRMA which are not exempt from disclosure by Ohio law.

II. RECORDS CUSTODIAN

The Executive Director is the official Public Records Custodian of all records which are centrally maintained by MVRMA. Employees are the official custodians of all records maintained within their offices. However, all public records requests must be directed to the Executive Director.

III. INSPECTION

A. Availability of Records for Inspection

All public records, unless exempted by law, which are maintained by MVRMA and are responsive to a request for inspection, shall be promptly prepared and made available for inspection to any person during regular business hours which are typically 8:30 A.M. to 4:30 P.M. Monday through Friday. The time for compliance with a request for the inspection of public records will depend upon the availability of requested records, the manner in which they are kept, the volume of records requested and, if necessary, time for legal review.

B. Methods of Request

A request to inspect public records may be made verbally or in writing. Unless specifically required or authorized by state or federal law, the Public Records Custodian may not limit or condition the availability of public records by requiring disclosure of the requester's identity or the intended use of the public records. However, the Public Records Custodian may ask a requester to make the request in writing, may ask for the requester's identity and may inquire about the intended use of the information requested, but may do so only after disclosing to the requester that a written request is not mandatory but may enhance the ability of the Public Records Custodian to identify, locate or deliver the records sought by the requester. The requester may decline to reveal the requester's identity or intended use.

If the requester makes an ambiguous or overly broad request or has difficulty making a request for copies or inspection such that the Public Records Custodian cannot reasonably identify what records are being requested, the Public Records Custodian will inform the requester that the public records request is denied, but shall provide the requester with an opportunity to revise the request by informing the requester of the manner in which records are maintained and accessed by MVRMA employees.

IV. COPYING OF PUBLIC RECORDS

A. Availability of Copies of Public Records

The requester may request the Public Records Custodian to make copies of public records. Requested copies will be produced within a reasonable period of time.

Public records will only be copied by the Public Records Custodian or other authorized persons. The Public Records Custodian may use an outside copying service to make the copies, at the Public Records Custodian's discretion. Under no circumstances will the requester be permitted to make the copies of any public records. Requests to copy a certain number of public records on a given page, by "reducing" copy size or otherwise, may be met at the discretion of the Public Records Custodian.

B. Transmitting Copies of Public Records

A requester may request that copies of public records be transmitted by U.S. Mail or by any other means of delivery or transmission within a reasonable period of time.

The requester may choose to have the public records duplicated upon paper, upon the same medium upon which the Public Records Custodian keeps the records or upon any other medium upon which the Public Records Custodian determines that the records can be reasonably duplicated as an integral part of the normal operations of MVRMA. When the requester makes a choice of how the records are to be duplicated, the Public Records Custodian shall provide a copy of the records in accordance with the choice made by the person seeking the copies.

C. Cost of Copies and Delivery

Copies made on letter or legal size paper will be made at a cost of \$0.05 per page. If the Public Records Custodian or other authorized persons make copies in-house, the requester will be required to pay the cost of the entire copying job in advance if the cost is \$25.00 or more. If the Public Records Custodian uses an outside copying service to make the copies, the requester will be required to pay the cost of the entire copying job in advance, as estimated and/or billed by the copying service. Copies that are requested in some format other than normal letter or legal paper will be "at cost," without taking into account employee time spent preparing the copies. (For example, public records in electronic format placed on a CD will be assessed the cost of the CD, plus the cost, if any of creating electronic copies.)

A requester may request that copies of public records be transmitted by U.S. Mail or by any other means of transmission that is available and is conducive to transmitting public records. The cost of transmission must be paid by the requester before the public records will be provided.

C. Redaction of Information

If the public record contains information that is exempt from disclosure under Ohio law, the Public Records Custodian shall make available all of the information within the public records which is not exempt. If redaction of any information is not plainly visible, the Public Records Custodian shall notify the requester of any redaction. Any redaction shall be deemed a denial of a request to inspect or copy the redacted information except if federal or state law authorizes or requires the redaction.

When any redaction is required, the Public Records Custodian shall make a copy of the record, perform the redaction and then make a copy of the redacted material which will then be given to the requester. The requester will not be charged for the initial copy of the public record. The initial copy with redactions shall be attached to the original document and maintained in accordance with the record retention schedule for the original document.

V. DENIAL OF A PUBLIC RECORDS REQUEST

Under certain circumstances, records may not be within the definition of a “public record” or may be exempt from production and copying under Ohio law. In these situations, the public record request will be denied. The Ohio Revised Code requires that if any request is denied, an explanation shall be given including legal authority as to why the request was denied. A denial of a written request shall be given in writing. Written reasons for denial will not be given for verbal public records requests.

VI. RECORDS RETENTION SCHEDULE

A copy of MVRMA’s current Records Retention Schedule is available for inspection at the MVRMA Office, 4625 Presidential Way, Kettering, Ohio.

VII. APPLICABLE LAW

The provisions of this Public Records Request Policy are governed by Section 149.43 of the Ohio Revised Code, the provisions of which shall govern the inspection and copying of public records maintained by MVRMA. If there is any conflict between this policy and the provisions of the Ohio Revised Code, the provisions of the Ohio Revised Code shall control.

MIAMI VALLEY RISK MANAGEMENT ASSOCIATION

CODE OF CONDUCT POLICY

Originally Adopted by MVRMA Board: 12/21/09

Amended by MVRMA Board: 12/19/16

PURPOSE

The purpose of this policy is to ensure that all individuals and firms associated with MVRMA conduct business activities with social responsibility in a manner that encourages public trust. It also establishes standards that pool service providers should expect from MVRMA and its members.

The Code of Conduct Policy is based upon a model provided by the Association of Governmental Risk Pools. MVRMA shares these same interest and objectives.

POLICY STATEMENT

By adopting this Code of Conduct, the MVRMA Board of Trustees has established the following standards for MVRMA Board of Trustees, MVRMA staff (whether directly employed or under contract) and service providers:

1. Dedication to the highest ideals of honor, integrity and due diligence so that MVRMA may merit respect and public confidence in all its dealings.
2. Dedication to the concepts of democratic, effective and efficient governance by responsible, knowledgeable elected and appointed officials with an understanding that official decisions made and actions taken by the pool are always made in the best interest of MVRMA members, as opposed to the pool's staff, service providers or other outside interests.
3. Commitment to the principle that the MVRMA Board of Trustees is ultimately responsible for establishing MVRMA's goal and objectives in making policy decisions on behalf of the pool's members. This responsibility cannot be transferred or delegated. The MVRMA Board of Trustees has established these written rules to specifically regulate its affairs and the conduct of its Board Members and staff.
4. Dedication to the principle that staff should consistently seek guidance and direction from the MVRMA Board of Trustees on matters of pool policy and refrain from promoting any candidate for election to an office and/or appointment to the MVRMA Board of Trustees.
5. Commitment to the principle that staff should be expected to provide policy proposals and recommendations to the MVRMA Board and provide Members of the Board of Trustees with information and advice on matters of policy as a basis for making decisions. Once the MVRMA Board has acted, staff shall be responsible for

implementing and upholding all official policies and decisions adopted by the MVRMA Board, without interference.

6. Dedication to the continual improvement of the professional abilities and expertise of the individual Members of the Board of Trustees and staff in matters relating to pool governance and pool management and administration.
7. Dedication to the principle that the MVRMA Board of Trustees and staff share the responsibility to communicate with MVRMA members regarding MVRMA's goals, objectives, activities and outcomes and should seek to improve the quality and image of MVRMA and, more generally, governmental risk-sharing pools, at all times.
8. Dedication to the principle that all matters of procurement, personnel administration and outside contracting are administered on the basis of merit so that fairness and impartiality govern all governance and management decisions.
9. Dedication to the principle that matters of pool governance and pool management/administration cannot be bought or sold. Neither Board Members nor staff shall solicit a personal gift of any value from any third-party performing work on behalf or in any way associated with the pool.
10. Commitment to the principle that conflicts of interest must be avoided. MVRMA Board Members are appointed to make decisions that are in the best interest of the pool. Similarly, staff is hired to act in the best interest of MVRMA. If conflicts cannot be completely avoided, they must be disclosed, and the individual should avoid taking any action to ensure that MVRMA will not be compromised by the self-interest of an individual Board Member or staff person.
11. Pool Service Providers (PSPs) have been and continue to be an integral part of MVRMA's service delivery team. PSPs shall be treated fairly, consistently, with dignity, respect and professionalism. Specifically, PSPs:
 - a. Should not be expected to provide gifts, perks or other benefits to MVRMA, its members, individual Board Members or MVRMA staff as a condition of doing business with MVRMA.
 - b. Should expect fair and equitable treatment in the procurement process. Every competitive bidding process should be open, well defined and transparent. MVRMA recognizes there is a direct cost to the PSP in preparing every service proposal.
 - c. Should expect to have a written service agreement with MVRMA, specifying all terms and conditions of the contractual relationship.
 - d. Should only be expected to provide services contained within the scope of the service agreement.

- e. Should be paid in a timely manner for services rendered in accordance with the provisions of the service agreement.

MIAMI VALLEY RISK MANAGEMENT ASSOCIATION
MEMBERSHIP SELECTION POLICY

Originally Adopted by MVRMA Board: March 16, 1989

Amended by MVRMA Board: **February 11, 1991**
 June 21, 1993
 September 27, 1993
 December 12, 1994
 June 16, 1997
 June 15, 1998
 June 16, 2003
 March 21, 2011
 March 17, 2014
 June 16, 2014
 March 18, 2019

PURPOSE

This policy has been established in order to maintain the best possible standards of risk management and risk pooling for all members of the Miami Valley Risk Management Association and to provide a fair and reasonable basis upon which to evaluate pool applicants. This policy's adoption is intended to maintain a highly homogeneous risk profile for all current and future pool members. It is also intended that this policy will reasonably ensure that all MVRMA members will enjoy the best possible protection against unexpected, unusual or unforeseen accidental losses.

OVERSIGHT

The MVRMA President shall appoint a "Membership Services & Marketing Committee," chaired by the MVRMA Vice-President, to oversee the marketing activities of the MVRMA Executive Director and to make recommendations of prospective members. In addition to the responsibilities described above, Committee members may also recommend improvements to the Membership Selection Policy as circumstances warrant. Changes to this policy shall be incorporated only upon approval of the MVRMA Board of Trustees.

MEMBERSHIP CRITERIA

Applicants will be assessed with regard to a variety of criteria, which may include, but not necessarily be limited to, the following factors:

1. Demonstrated commitment to the concepts of risk management and loss control/loss prevention.
2. Demonstrated commitment to the concepts of risk pooling, risk assumption and risk sharing.
3. Loss experience which is substantially consistent with MVRMA members' loss histories.

4. Demonstrated commitment to work place safety and minimizing exposure to liability.
5. Demonstrated commitment to the appropriate transfer to risk.
6. Demonstrated commitment to improving loss control through proper documentation, implementation of new safety-related practices and procedures, and employee orientation/training.
7. Geographical proximity to the greater Dayton-Cincinnati area.
8. Residential population of more than 5,000 and less than 60,000.
9. Work force of less than 500 full-time employees.
10. Demonstrated history of financial stability, political stability, and professional management.

ADMISSION PROCESS

In an effort to provide direction to the Executive Director as to communities desired by the Board and to maintain the homogeneity of the Association, the following procedure will be used in admitting new members into MVRMA:

1. The Membership Services & Marketing Committee shall identify prospective member municipalities which may be considered for membership in MVRMA.
2. Periodically, the Membership Services & Marketing Committee shall recommend the names of one or more municipalities to the MVRMA Board for inclusion on MVRMA's Prospective Member List. Following Board authorization, municipalities shall remain on the Prospective Member List for three years, unless removed by Board action prior to that time. Prior to the three year expiration date, the Committee shall recommend to the MVRMA Board whether to extend the term for an additional three years. The Prospective Member List shall include an accurate expiration date for each city listed as well as the dates of all proposals provided by MVRMA subsequent to July 1, 1993.
3. The MVRMA Executive Director shall be authorized to perform an assessment of any municipality on the Prospective Member List that expresses interest in membership in the Association. Such assessment will be sufficient to obtain a reasonable estimate of the municipality's compliance with the Membership Criteria, including loss experience substantially consistent with MVRMA members' loss histories. The Executive Director shall report the findings of the assessment to the Committee along with a preliminary cost estimate and analysis of the effect on existing members' pool contribution factors. The Committee shall provide the Executive Director with direction on whether to submit a

formal proposal / bid to the prospective member municipality. The Committee shall notify the Board of Trustees if it authorizes the Executive Director to submit a formal proposal.

4. In connection with submitting a final proposal to the prospective member municipality, the MVRMA Executive Director shall provide copies of the cost quotation, along with revised pool contribution factor calculations, to all current MVRMA member municipalities.
5. Prospective members shall be admitted into MVRMA only by a vote of the MVRMA Board in accordance with the Agreement and By-Laws of MVRMA and upon such other terms and conditions as may be determined by the then existing members of the MVRMA Board.

NOTIFICATION

Each applicant will be advised, in writing, of the decision of the Board of Trustees following the Board meeting at which a vote on the applicant's membership is taken.

In accordance with its By-Laws, a decision by the MVRMA Board to approve the application of a prospective member shall not be binding until such time as the applicant meets all of the terms and conditions of membership, including a positive vote for membership by that prospective member's governing board.

APPLICATION FEE

An application fee shall be charged to municipalities which ask for more than one (1) insurance quotation from MVRMA. There shall be no charge for an initial quotation; however, one hundred dollars (\$100) shall be charged for a second quotation, and three hundred dollars (\$300) shall be charged for a third quotation, and any additional quotations thereafter. There shall be no statute of limitations associated with these fees. This practice applies to any quotes requested from MVRMA subsequent to July 1, 1993. Any application fee paid by the prospective member to MVRMA may, in that particular year, be applied towards their first year's contribution.

MVRMA Prospective Member List
Approved September 16, 2019

Brookville
Clayton
Fairborn
Fairfield
Lebanon
Monroe
Oakwood
Oxford
Sharonville
Springboro
Xenia

MIAMI VALLEY RISK MANAGEMENT ASSOCIATION

CASH AND INVESTMENT POLICY

Originally Adopted by MVRMA Board: February 11, 1991

Amended by MVRMA Board: **03/20/95**
 09/30/96
 06/15/98
 12/11/00
 09/22/03
 12/15/03
 09/26/11
 03/18/13
 09/30/13
 12/16/13
 03/16/15
 03/20/17
 03/19/18
 06/22/20

PURPOSE OF A CASH AND INVESTMENT POLICY

The investment of the Association’s monies is a major responsibility of the MVRMA Board of Trustees. The purpose of this policy is to indicate a conscious, formal effort by MVRMA to develop, implement, and monitor the investment of all MVRMA funds. It shall be considered an important means to communicate to staff and to the Association’s members MVRMA's policy views on management of cash assets.

INVESTMENT OBJECTIVES

The overall direction of MVRMA's investment program are defined in the following objectives, which have been prioritized and explained to clearly identify the results expected.

* Safety of principal is considered of greatest priority to MVRMA. Each investment that is made shall seek to insure that capital losses are avoided, whether they be from securities defaults or erosion of market values.

* Liquidity is considered to be the next important objective. MVRMA's investment portfolio shall remain sufficiently liquid to enable MVRMA to meet all operating requirements, insurance premiums, and settlement of claims which may be reasonably anticipated.

* Satisfactory rate of return. MVRMA's investment portfolio shall be designed to attain a fair market rate of return, consistent with the risk limitations identified above, and prudent investment principles.

* Diversification. In order to further provide for asset safety, MVRMA shall diversify investments to avoid incurring unreasonable risks from the practice of concentrating investments in specific security types and individual financial institutions.

* Public confidence in the investment program is imperative. MVRMA shall avoid any transaction which might impair its public confidence. Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs. Such a standard, therefore, avoids speculation; emphasis is placed on the probable safety of capital rather than the probable income to be derived.

MANAGEMENT RESPONSIBILITY

Responsibility for MVRMA's cash management and investment program is hereby delegated to the Executive Director. The Executive Director shall seek investment guidance from the MVRMA Treasurer and the MVRMA Finance Committee on an annual basis.

Management responsibility of the Executive Director shall include the timely preparation of cash flow projections. These cash flow projections shall be used to identify all cash requirements and project opportunities for investment placement which will earn the optimal rate of return, based upon current market conditions.

In making investments authorized by this policy, the Executive Director with the Board's approval may retain the services of an investment advisor, provided the advisor is licensed by the Division of Securities or is registered with the Securities and Exchange Commission, and possesses experience in public funds investment management, specifically in the area of local government investment portfolios, or the advisor is an eligible financial institution. The investment advisor and/or the financial institution will be required to comply with this policy. The Finance Committee may periodically request investment advisors to update the Committee on the performance, outlook and strategy of the pool's investment program.

Where deemed necessary, the Executive Director shall establish a system of internal controls, which shall be documented in writing. These internal controls and the Investment Policy shall be reviewed by an independent, certified public accountant in conjunction with the annual examination of the financial statements of MVRMA.

The internal controls shall be designed to prevent losses of MVRMA funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by employees of MVRMA. However, the Executive Director shall be relieved from any liability for the loss of any monies deposited or invested pursuant to and in compliance with

this policy, including, but not limited to, losses occasioned by the sale of any instruments, securities, or obligations, the closing of any deposit accounts or the failure of any depository.

CASH MANAGEMENT

MVRMA's policy regarding cash management is based upon the realization that there is a time-value to money. Temporarily idle cash may be invested depending upon the cash flow projections. Accordingly, the Executive Director shall utilize cash management procedures which shall include, but not be limited to, the following:

* Receipts: All monies due MVRMA shall be collected as promptly as possible. Monies that are received shall be deposited in an approved financial institution no later than the next business day following receipt by MVRMA. Amounts that remain uncollected after a reasonable period of time shall be subject to any available legal means of collection.

* Investments: Investments shall be limited to those instruments authorized in this policy. No person may engage in an investment transaction except as provided under the terms of this policy.

* Settlement Disbursements: Settlements of claims/lawsuits shall be authorized in accordance with the provisions of the MVRMA By-Laws.

* Other Disbursements: Disbursements to suppliers of goods and services, or to employees, for salaries and wages, shall be contingent upon an available budget appropriation. Disbursements and payments for obligations not greater than \$25,000, from accounts other than the Payroll Account, shall be rendered upon the approval of the Executive Director, who shall be covered by a crime policy or surety bond for an amount determined by the MVRMA Board. Copies of all disbursements and payments shall be provided to the MVRMA Treasurer for his/her review. Disbursements and payments for obligations greater than \$25,000 shall be concurrently approved by any two of the following: the Executive Director, the MVRMA President or the MVRMA Treasurer. All disbursements from the Payroll Account shall be approved by either the MVRMA Treasurer or MVRMA President.

ACCOUNTING

MVRMA's accounting system is organized so that each fiscal/policy year may be evaluated independently, on its own merits. The assets, liabilities, revenues, and expenses of each year are maintained as separate entities on the full accrual basis, in compliance with GASB-10 or other successor rules promulgated by the Governmental Accounting Standards Board (GASB). All investment transactions shall be carried at market value in accordance with GASB-31, or other successor rules promulgated by the Governmental Accounting Standards Board.

DEPOSITORY INSTITUTIONS

A financial institution shall be named as an approved MVRMA depository only upon authorization of the MVRMA Board of Trustees through a formal resolution.

In order to ensure the quality of MVRMA depository institutions, it shall be MVRMA's policy to empower its Finance Committee to receive proposals from financial institutions in such detail as they may require and to make recommendations to the Board of Trustees for periodic designation of depositories to serve the needs of the Association. The Finance Committee, in making recommendations to the Board, shall consider such criteria as the financial institution's insured status, size, financial condition, location, and fee structure.

INVESTMENT INSTRUMENTS

Approved investments may include any of the following when permitted by law:

- a) United States treasury bills, notes, bonds, or any other obligation or security issued by the United States treasury or any other obligation guaranteed as to principal and interest by the United States.
- b) Bonds, notes, debentures, or any other obligations or securities issued by any federal agency or instrumentality, including government sponsored enterprises. All federal agency securities shall be direct issuances of federal government agencies or instrumentalities.
- c) Deposits in eligible financial institutions.
- d) Bonds, notes, or other obligations of the State of Ohio and its political subdivisions.
- e) The State Treasury Asset Reserve of Ohio (STAR-Ohio) or such successor investment pools operated or managed by the Treasurer of the State of Ohio.
- f) Investment grade corporate bonds (industrial, utility, or financial). Corporate bonds shall be rated not lower than A2 by Moody's or A by S&P at the time of purchase.
- g) No-load money market mutual funds consisting exclusively of obligations described in sections a) and b) above.
- h) Commercial paper rated A1/P1 with a maturity not exceeding 270 days.

SELECTING INVESTMENT INSTRUMENTS

Investments shall be placed with the institution that best exhibits the ability to meet the investment criteria and objectives in this policy.

To this end, the Executive Director shall be responsible for the development and ongoing administration of a “Corporate Investment Plan” (CIP) consistent with the objectives set forth in this policy. Not less than annually, the Board of Trustees shall review and consider modifications to the CIP. In selecting investment instruments the Executive Director shall select (or cause to be selected) the best offering(s) that fit(s) the parameters of the then current CIP. The Executive Director shall also take affirmative steps to ensure that multiple brokers are used in securing individual securities to ensure a diversification of assets and that brokerage/portfolio management fees remain competitive at all times. Brokers/portfolio managers shall maintain records of comparable market levels at the time transactions occur to insure that securities are purchased at reasonable prices without excessive broker commissions being charged.

SAFEKEEPING OF SECURITIES

Investments purchased for the portfolio will be delivered to MVRMA’s custodial agent using standard delivery versus payment procedures, with the accompanying trust receipts or trade confirmations promptly forwarded to MVRMA.

DIVERSIFICATION AND MATURITIES

In order to reduce the risk of default, MVRMA will diversify the portfolio by security and institution. Diversification will be achieved through approved investment instruments as described in this policy. No more than 50% of the total investment portfolio shall be invested in corporate bonds and no more than 5% of the total investment portfolio shall be invested with any one corporate issuer. Further, no more than 25% of the total investment portfolio shall be invested with any one eligible financial institution as a time deposit at the time a deposit is made, exclusive of United States Treasury securities, all Federal Agency securities, and STAR-Ohio.

Maturities of MVRMA investments shall be determined to enable MVRMA to have sufficient cash available for all purposes. MVRMA will not invest in securities exceeding seven years in maturity.

INTERNAL REPORTING REQUIREMENTS

The Executive Director shall submit periodic investment reports to the MVRMA Finance Committee for presentation and approval of the MVRMA Board of Trustees.

The Annual Comprehensive Financial Report of MVRMA shall include all investment information required by GASB-10 or other rules promulgated by the Government Accounting Standards Board.

The Finance Committee shall review the Cash and Investment Policy at least once annually. Changes to this policy shall be incorporated only upon approval of the MVRMA Board of Trustees.

STANDARDS OF PRUDENCE

The standard of prudence to be used by MVRMA officials, employees and agents responsible for the investment of the Association's funds shall be the "prudent person" standard, subject to the foregoing limitations, which state:

"Investments shall be made with judgment and care, under circumstances then prevailing, which persons knowledgeable of investment practices, and persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the possible income to be derived."

This standard is established as the standard of professional responsibility and shall be applied in the context of managing MVRMA's overall portfolio. This policy recognizes that there are circumstances beyond the control of even the most prudent investor which impacts the return obtained. Officials and employees of MVRMA acting in accordance with the Investment Policy and written procedures as may be established and exercising due diligence, shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided that deviations from expectation are reported in a timely fashion, and appropriate remedial action is taken to control adverse developments.

MIAMI VALLEY RISK MANAGEMENT ASSOCIATION

LOSS-CAPPING POLICY

Originally Adopted by MVRMA Board: December 16, 1991

**Amended by MVRMA Board: September 27, 1993
September 24, 2001**

PURPOSE

This policy has been established to clarify MVRMA's intent to limit the amount of loss experience counted against a member municipality when allocating the costs of the Association among its members. This policy was developed in recognition of the fact that each member municipality's loss experience may vary significantly from year to year. Just one major loss could disproportionately increase the funding requirement imposed upon a member over a four-year period. This policy has been adopted to "soften the blow" of a catastrophic loss, particularly upon smaller members of the Association, without otherwise compromising the principles inherent in the MVRMA Pool Contribution Formula.

POLICY STATEMENT

1. Beginning with the 2002 budget year, for the purpose of determining average annual losses over a four-year period, MVRMA shall "cap" at \$35,000 the largest claim, which exceeds that threshold for each member (and each prospective member). Each additional loss in excess of the \$35,000 limit shall be capped at \$100,000 per claim.

For the purposes of this policy, "loss experience" is defined as the combination of payments and reserves (including Loss Adjustment Expenses and attorney's fees) for each claim. Capped experience shall be shown for each member City on an annual summary of loss experience provided to all MVRMA members as part of each year's budgeting process.

2. Additionally, property losses, which are the result of "Acts of God" or natural disasters and for which the insurance services organization (ISO) has issued a catastrophic serial number, shall be excluded for the purpose of determining average annual losses over a four-year period.

For the purposes of this policy, "property losses" are defined as direct physical losses or damage to buildings, personal property or autos, that are determined to be covered losses through MVRMA's property insurance or auto physical damage coverage.

MIAMI VALLEY RISK MANAGEMENT ASSOCIATION

CREDIT CARD POLICY

Originally Adopted by MVRMA Board: December 18, 2017

PURPOSE

MVRMA employees may be issued corporate credit cards to provide an efficient method to acquire goods and services.

POLICY STATEMENT

The Executive Director shall be issued a credit card with a credit limit not to exceed \$10,000. At the sole discretion of the Executive Director, other employees may be issued credit cards with credit limits not to exceed \$5,000. Credit cards issued to MVRMA employees may not be transferred to, assigned to, or used by anyone other than the designated cardholders.

Credit cards shall be used solely for the purchase of goods and services for the benefit of MVRMA. Cards shall not be used to obtain cash advances, bank checks, traveler's checks, goods or services for the sole benefit of the employee, alcoholic beverages or tobacco products.

PROCEDURES:

The cardholder must obtain receipts for each transaction with line item detail. For telephone orders, request a copy of the receipt be sent to you. For internet purchases, the cardholder is to make a screen print of the order. In the event of a lost receipt, the cardholder must contact the vendor for a replacement. If the cardholder is unable to obtain a receipt, he/she must complete a "missing receipt form" to be approved by the Executive Director. All receipts shall be submitted to the Office Coordinator on a timely basis for account reconciliation.

The cardholder shall sign the card immediately upon receipt. When the expiration date has passed or a replacement card has been issued, the cardholder shall shred the old card and dispose of it.

If the card is lost or stolen, or if the cardholder suspects the card or account number has been compromised, the cardholder agrees to immediately notify the financial institution and the Office Coordinator.

Employees assume the responsibility for the proper use of credit cards. Misuse of the card may result in cancellation of the card, withdrawal of credit card privileges, and disciplinary action up to and including termination.

MIAMI VALLEY RISK MANAGEMENT ASSOCIATION
ASSET ACCOUNTING AND CONTROL POLICY

Originally Adopted by MVRMA Board: June 22, 2020

PURPOSE

To properly account for, safeguard, and dispose of MVRMA's assets.

POLICY

A. Capital Assets. Capital assets include land, land improvements, buildings, building improvements, machinery, equipment, infrastructure and all other assets that are used in operations and that have initial useful lives extending beyond one year.

B. Accounting for Capital Assets. A capitalization threshold is the cost established by MVRMA that must be met or exceeded if an asset is to be recorded and depreciated as a capital asset. MVRMA has established the threshold of an initial, individual cost of more than \$500.

All capital assets are valued at historical cost, or estimated historical cost, if actual cost is not available. Estimated useful lives are determined by the Executive Director based on MVRMA's own experiences. Useful lives will be reviewed periodically for unusual or changing situations that alter an asset's useful life. Donated capital assets are valued at their estimated fair market value at the time received.

C. Safeguarding of Assets. MVRMA's assets will be reasonably safeguarded and will be used only for an appropriate business purpose.

D. Annual Inventory of Capital Assets. On an annual basis, there shall be an inventory of all capital assets owned by MVRMA by the Executive Director or designee. Discrepancies between recorded and physical inventories must be resolved in a timely manner. Each item recorded must be physically inspected for changes in condition and availability. Any items found to be unrecorded or not physically existing shall be listed as a discrepancy, subsequently researched, and then either recorded or removed by disposal from the system, as appropriate.

E. Disposal of Assets. The Executive Director may designate capital or non-capital assets as surplus. Surplus assets possessing any potential salvage value shall be advertised for sale on an online auction site and MVRMA staff will advise members that such item is up for bid. If this process is unsuccessful, the surplus asset may be donated or disposed of at the discretion of the Executive Director.

E. Recordkeeping of Assets. Purchases, dispositions or other changes in capital assets will be reported to the Executive Director or person designated by the Executive Director to maintain a written record of all capital assets.

MIAMI VALLEY RISK MANAGEMENT ASSOCIATION

LATE PAYMENT PENALTY POLICY

Originally Adopted by MVRMA Board: March 21, 1994

Amended by MVRMA Board: December 28, 2017

PURPOSE

The earnings of the Association and/or the timely payment of Association bills may be negatively affected by the failure of members and others to remit payment for MVRMA invoices in a timely manner. This policy has been established to encourage members and other debtors to pay the Association in a timely fashion.

POLICY STATEMENT

Article XI of the Amended Agreement and Bylaws of Miami Valley Risk Management Association, Inc. refers to the obligation of members to promptly pay all payments to the Pool, and to incur a penalty which shall be equal to the highest interest rate allowed by statute for any delinquent payments. Effective January 1, 2018, members of the Association shall incur a late payment penalty fee equivalent to 1% of the unpaid invoice per month, or fraction thereof, for payments received after the bill's due date, provided that at least 30 days has elapsed since the invoice was delivered to the member. Advance notice of 60 days must be provided by MVRMA for a supplementary payment.

Late payments by non-members will incur a late payment penalty of 1% of the unpaid invoice per month, or fraction thereof, for payments received after the bill's due date.

The Executive Director shall have the authority to waive interest charges for payments received within 10 days after the invoice due date.

Miami Valley Risk Management Association

Surplus Loss Reserves Disbursement Policy

Originally Adopted by MVRMA Board: 03/20/95

Amended: June 16, 2008

March 19, 2018

PURPOSE

Article VIII.(f) of the MVRMA Amended Agreement and Bylaws provides for the distribution to the membership of surplus funds remaining in a loss year after all claims have been paid. Such distribution shall be distributed in accordance with a policy approved by the Board.

The purpose of this policy is to prescribe a consistent procedure for making surplus loss reserves distributions.

POLICY STATEMENT

When all known claims and lawsuits have been settled and paid for any loss year, the Executive Director shall notify the Finance Committee. The Finance Committee will make a recommendation to the full Board at its next meeting to declare the loss year closed, if the loss year has been in existence at least four years. The Board may then declare the loss year "closed." The remaining loss reserves for that year are considered "surplus."

Once the loss year has been declared closed by the MVRMA Board, the remaining loss reserves will be distributed. Within thirty (30) days of declaring the loss year closed, MVRMA will deposit each member's surplus to the General Reserve Fund for credit to the respective members. In lieu of deposit to the General Reserve Fund, members may notify the Association in writing within thirty (30) days of the closure of the loss year of the member's decision to:

1. Apply all or a portion of its surplus to any outstanding MVRMA invoice.
2. Receive all or a portion of its surplus in the form of a refund.

GENERAL RESERVE FUND

Participation in the General Reserve Fund is voluntary. The fund is established with surplus loss funds from closed loss years with separate accounting designed to preserve each member municipality's percentage ownership. All interest allocated to the General Reserve Fund is further allocated proportionally to each member's percentage ownership in the General Reserve Fund.

The primary purpose of the General Reserve Fund is to provide a means for stabilizing premium contributions from year to year, without substantially impacting a member's budget. These funds may be used to supplement payment of any MVRMA invoice throughout the year.

Other withdrawals are permitted only in January, unless otherwise approved by the Executive Director.

Miami Valley Risk Management Association

Shock Loss Fund Policy

Originally Adopted by MVRMA Board: March 18, 1996

**Amended by the MVRMA Board: December 16, 1996
 September 20, 2004
 March 17, 2014
 March 19, 2018
 September 16, 2019**

PURPOSE

The Shock Loss Fund (SLF) was established in 1996 as an internal shock loss funding mechanism in lieu of the previous practice of using member contributions to purchase stop loss insurance premiums.

The purpose of this policy is to prescribe a consistent procedure for handling this fund.

POLICY STATEMENT

It is the policy of MVRMA that the cash fund balance of the Shock Loss Fund will meet or exceed the most recent annual loss fund contribution.

MVRMA members' contributions to the SLF will be recorded with separate accounting designed to preserve each member municipality's percentage ownership. Each member's SLF balance will be reviewed annually in conjunction with MVRMA's budget process. Any member whose balance meets or exceeds its upcoming annual loss fund contribution will not be required to make an additional deposit. Unless otherwise waived by the MVRMA Board, any member whose balance falls below its targeted amount, will be required to contribute the amount needed to reach the targeted amount or 15% of the upcoming year's annual loss fund contribution, whichever is less.

All interest will be allocated proportionally to each member's percentage ownership in the SLF. Monthly, quarterly and annual financial reports will track contributions into the fund and expenditures from the fund by city. Special assessments which qualify for payment from this fund will be determined by the MVRMA Board. They apply to only those cities which were MVRMA members during the loss year for which the special assessment is required.

When a MVRMA member withdraws from the Association, its portion of the SLF must remain on deposit with MVRMA until such time as all loss years in which it participated are closed.

A municipality which joins MVRMA after January 1, 1996, shall not be required to make a SLF contribution until the first budget year commencing after six months of membership. SLF contributions shall be made by each new member in all subsequent membership years in the same manner as all other MVRMA members.

Based on the SLF calculations for the annual budget, if a member's SLF balance exceeds 140% of its loss year contribution for the upcoming year, the budget shall provide for a refund of such excess to the member. The refund will be made in January by a credit to the member's General Reserve Fund account.

The Board may approve transfers from the SLF only for the following purposes:

- To provide supplementary funding to any loss fund that lacks, or would lack if not for the transfer, sufficient resources to pay claims allocable to that loss fund;
- To supplement the operating fund to the extent premiums for reinsurance or excess insurance exceed the budgeted amount.

Miami Valley Risk Management Association

Distribution of Insurance Premium Dividends Policy

Originally Adopted by MVRMA Board: March 17, 1997

Amended by the MVRMA Board: March 17, 2014

PURPOSE

The purpose of this policy is to prescribe a consistent procedure for handling the distribution of premium dividends received from reinsurers and excess insurers.

POLICY STATEMENT

When an insurance premium dividend is received by MVRMA from a reinsurer or excess insurer, it shall be allocated to members according to the Pool Contribution Factors (PCF) for the loss year for which said dividend was paid.

Upon receipt of the dividend, the funds will be deposited in MVRMA's General Reserve Fund and each member will be notified of its proportionate share. Within 30 days of this notification, each MVRMA member may elect to receive all or a portion of its share of the dividend as a cash refund.

If no further election is made by the member during the 30 day notification period, MVRMA shall maintain the member's share of the dividend in the General Reserve Fund, subject to the terms and restrictions of the General Reserve Fund.

MIAMI VALLEY RISK MANAGEMENT ASSOCIATION

AUDITING POLICY

Originally Adopted by MVRMA Board: June 18, 2007
 September 17, 2018
 March 15, 2021

PURPOSE

The purpose of this policy is to (1) establish an Audit Committee with a high level of accounting experience and (2) provide an overview of the responsibilities of the Board of Trustees, the Audit Committee, the independent public accountant (IPA) and Management, with respect to financial reporting, MVRMA's annual financial audit and internal controls.

POLICY STATEMENT

It is the policy of MVRMA to provide an accurate and timely report of its annual financial results to all members, to maintain accurate accounting records in accordance with Generally Accepted Accounting Principles (GAAP) and to submit an annual financial report and audit to the State Auditor's Office as required.

RESPONSIBILITIES

1. The Board of Trustees shall have responsibility for:
 - a. Recommending the selection of the IPA to conduct MVRMA's annual financial audit, subject to final approval by the State Auditor's Office
 - b. Reviewing and approving MVRMA's quarterly financial reports
 - c. Accepting the annual financial audit report
 - d. Accepting the Comprehensive Annual Financial Report (CAFR).
2. The Finance Committee shall serve as the Audit Committee. The Audit Committee shall have responsibility for:
 - a. Recommending to the Board the selection of an IPA to conduct the audit
 - b. Overseeing MVRMA's accounting policies and financial reporting practices
 - c. Reviewing MVRMA's monthly and quarterly financial reports
 - d. Reviewing the annual financial report and audit findings
 - e. Meeting with Management and the IPA to review the IPA's findings, to discuss any discrepancies or concerns and to identify ways to improve financial reporting and/or internal controls.
3. The IPA shall have responsibility for the annual financial audit of MVRMA's financial statements and records prepared in accordance with accounting principles generally accepted in the United States of America.

4. Management shall have responsibility for:
 - a. Preparing and distributing monthly and quarterly financial reports
 - b. Preparing the annual financial report
 - c. Preparing and distributing the final Comprehensive Annual Financial Report to the Board, the State Auditor's Office, the Government Finance Officers Association's Certificate of Achievement for Excellence in Financial Reporting program, and other interested parties.

MIAMI VALLEY RISK MANAGEMENT ASSOCIATION

PURCHASING AND CONTRACTING POLICY

Originally Adopted by MVRMA Board: 09/30/13

Amended by MVRMA Board: 06/22/20

PURPOSE

In conducting the business of MVRMA, it is necessary, on occasion, for the Executive Director to purchase goods and execute contracts. This policy has been established to specify the manner in which MVRMA awards and executes each transactions and agreements with various third party vendors.

POLICY STATEMENT

By adopting this policy, the MVRMA Board of Trustees has established the following standards for the procurement of goods and services:

A. Procurement of Professional Services and Independent Contractors

1. The Association has the power, pursuant to Article III of the Agreement and Bylaws, to secure professional services by contracting with independent contractors, including but not limited to, attorneys, accountants and insurance service providers or administrators. Article V assigns to the Board of Trustees the responsibility of hiring such independent contractors.
2. The Executive Director shall be responsible for making recommendations to the Board for contracts with independent contractors. In formulating such recommendations, the Executive Director shall ensure that appropriate means have been utilized to provide the best combination of quality, service, and price. Such means shall include the administration of RFP's and RFQ's, whenever practical, or the use of brokering services for excess insurance or reinsurance.
3. The Executive Director shall present to the Board for approval prior to execution all contracts for:
 - i. Actuarial services;
 - ii. Broker services;
 - iii. Legal services;
 - iv. Accounting and auditing services;
 - v. Banking depository services;
 - vi. Investment advisory services;
 - vii. Reinsurance and excess insurance;

- viii. Lease or purchase of real property;
- ix. Other services of similar nature.

The cancellation of any contract noted above must be approved by the Board prior to cancellation.

B. Procurement of Other Goods and Services

1. **Contracts for goods or services with a total value in excess of \$25,000** shall be secured by means of formal bidding, including the administration of RFP's or RFQ's, whenever practical. Such contracts must be approved by the Board.
2. **Contracts, other than those requiring Board approval pursuant to A.3. above, which have a total value of \$25,000 or less** may be awarded and executed by the Executive Director without specific Board action, provided the following requirements are met:
 - i. Goods or services estimated to cost from \$500 to \$2,500 per year may be purchased after obtaining informal quotations from at least two (2) qualified vendors.
 - ii. Goods or services estimated to cost more than \$2,500 to \$25,000 may be purchased after obtaining written quotations from two or more vendors.
 - iii. The annual cost is included in the approved budget, previously approved by the Board.
3. It is recognized there are legitimate instances in which a product or service is available from only one source due to uniqueness or emergency. In such instances, the Executive Director may use a "sole source" type procurement.

C. All purchases of, and contracts for, goods and services will be evaluated and awarded based upon the combination of quality, service and price that assures the greatest economy to MVRMA.

D. The Executive Director shall have the discretion to submit contracts to legal counsel for review.

E. Contracts for goods and services with service providers, including reinsurance and excess insurance providers, brokers, investment managers and actuaries, shall include the following contract provisions, if applicable:

1. Agreement term;

2. Scope of services;
3. Form and timing of periodic reporting by the service provider to the pool;
4. Performance measures and corresponding reporting methods;
5. Compensation;
6. Ownership of pool information;
7. Business continuity obligations of service provider;
8. Records retention standards and accountabilities;
9. Compliance with applicable state and federal regulations;
10. Indemnification and insurance requirements;
11. Assignability of the contracted relationship;
12. Cancellation and termination of the agreement;
13. Breach definition and remedies;
14. Legal venue to resolve disputes; and,
15. Choice of law.

MIAMI VALLEY RISK MANAGEMENT ASSOCIATION
BUSINESS CONTINUITY POLICY

Originally Adopted by MVRMA Board: June 22, 2020

PURPOSE

This policy has been established in order to provide administrative steps to be taken to ensure a continuity of business should the MVRMA Corporate office become non-functional.

POLICY STATEMENT

In the event of a catastrophic event rendering the Kettering, Ohio Corporate office of MVRMA non-functional, the Executive Director shall have the authority to invoke the policy outlined herein. This policy shall then remain operational until the Kettering, Ohio office is restored to service.

At the time the policy is invoked the Executive Director shall make every attempt to notify all board members and service providers by email and/or phone that the policy is in operation.

To maintain a continuity of business, the following items shall be implemented by the Executive Director:

1. The Executive Director shall promptly notify all staff by phone that the policy is in operation and assign duties as necessary.
2. The Executive Director shall designate an alternate location, having the necessary business supplies and resources to maintain a continuity of business. The Executive Director may purchase such supplies and resources as are necessary.
3. The Executive Director and staff with responsibility for financial records shall have online access to financial accounts.
4. The Executive Director and staff with responsibility for claims records shall have online access to such records.
5. The Executive Director shall have the ability to forward mail or temporarily change the business address during the time of restoration.
6. The Executive Director shall ensure that all corporate records are maintained in electronic format.

7. The EXECUTIVE DIRECTOR shall maintain the contact information for all MVRMA involved parties offsite from the Kettering, Ohio office. Such information will be accessible in both electronic and paper form.
8. Staff shall be trained at all times to be able to access the systems remotely.
9. Staff shall review this policy and associated business continuity practices annually.

COVERAGE SUMMARY

MIAMI VALLEY RISK MANAGEMENT ASSOCIATION

Pool Name:	Miami Valley Risk Management Association
Type of Pool:	Municipal Property/Casualty
Initial Operation Date:	December 1, 1988
Pool Membership:	City of Beavercreek (1988) City of Kettering (1988) City of Miamisburg (1988) City of West Carrollton (1988) City of Wilmington (1988) City of Vandalia (1988) City of Troy (1989) City of Montgomery (1990) City of Springdale (1991) City of Blue Ash (1992) City of Wyoming (1992) City of Village of Indian Hill (1993) City of Sidney (1993) City of Madeira (1994) City of Tipp City (1996) City of Mason (1997) City of Piqua (2002) City of Englewood (2004) City of Bellbrook (2004) City of Centerville (2004) City of Fairfield (2019)
Coverage Lines Provided	General Liability Commercial Property Boiler & Machinery Builders Risk Automobile Liability Automobile Physical Damage Law Enforcement Professional Liability Cyber Liability Pollution Crime Employment Practice Liability Scheduled Position Bonds Public Officials' Liability EMT and Paramedic Professional Liability Ohio Stop Gap Employers Liability Fire Fighters' E&O
Member Deductible:	\$2,500 per occurrence
Pool Shared Losses:	
Property/Auto Physical Damage	\$250,000 per occurrence
Casualty	\$500,000 per occurrence
Boiler & Machinery	\$10,000 - \$350,000 per occurrence
Crime	\$0-\$500,000 per occurrence determine by type of claim

MIAMI VALLEY RISK MANAGEMENT ASSOCIATION

Casualty Program

MVRMA Self-Insured Retention (SIR):	\$500K each occurrence
Reinsurers:	Government Entities Mutual, Inc. (GEM) - \$4.5M Excess \$500K General Reinsurance Corporation - \$7M Excess \$5M
A.M. Best Rating:	GEM is a protected cell captive and not rated Gen RE: A++ (Superior)
Term:	1/1/21 – 1/1/22
<u>Coverages</u>	<u>Limits of Liability</u>
Public Entity Liability	\$12,000,000 Each Occurrence
General Liability	Included
Host and/or Liquor Liability	Included
Police Professional	Included
Automobile Liability	Included
EMT and Paramedic Professional Liability	Included
Fire Fighters E&O	Included
Ohio Stop Gap Employers Liability	Included
Employment Practices Liability	Included subject to \$12,000,000 annual aggregate per member
Public Officials Liability Including Employee Benefits Liability	Included subject to \$12,000,000 annual aggregate per member
Products/Completed Operations	Included subject to \$12,000,000 annual aggregate per member

MIAMI VALLEY RISK MANAGEMENT ASSOCIATION

Crime Insurance

Carrier National Union Fire Ins. Co. of Pittsburgh, PA

A.M. Best Rating: A (Excellent)

Term: 1/1/21 to 1/1/22

<u>Coverages</u>	<u>Limits of Liability</u>	<u>Pool Deductible</u>
Employee Theft (Per Loss)	\$2,000,000 per loss	\$50,000
Forgery or Alteration	\$2,000,000 per loss	\$50,000
Inside Premises	\$ 100,000 per loss	\$10,000
Robbery, Safe Burglary	\$ 100,000 per loss	\$10,000
Computer Fraud	\$2,000,000 per loss	\$50,000
Funds Transfer Fund	\$2,000,000 per loss	\$50,000
Outside the Premises	\$ 100,000 per loss	\$10,000
Money Orders/Counterfeit Currency	\$ 5,000 per loss	\$0
3 rd Party Credit, Debit or Charge Card Forgery	\$2,000,000 per loss	\$50,000

Includes Treasurers or Tax Collectors as employees and adds faithful performance of duty for all governmental employees.

Deletes exclusion of bonded employee

Includes coverage for MVRMA staff and officers

Note: Scheduled Position Bonds are available with limits as required by individual city ordinance, charter or other statutory requirement.

For any member requiring "all employees" be bonded, the limit for coverage within The MVRMA program will be \$2,500 per employee.

**ALLIANT INSURANCE SERVICES, INC.
ALLIANT PROPERTY INSURANCE PROGRAM (APIP)**

PROPERTY EVIDENCE ATTACHMENT

TYPE OF INSURANCE: Insurance Reinsurance

NAMED INSURED: Miami Valley Risk Management Association (MVRMA)

DECLARATION: 1-Cities 1

POLICY PERIOD: July 1, 2021 to July 1, 2022

REFERENCE NUMBER: APIP2021 (Dec 01)

COMPANIES: See Attached List of Companies

TOTAL INSURED VALUES: \$ 1,666,092,239 as of July 1, 2021

COVERAGES & LIMITS:

\$ 1,000,000,000	Per Occurrence: all Perils, Coverages (subject to policy exclusions) and all Named Insureds (as defined in the policy) combined, per Declaration, regardless of the number of Named Insureds, coverages, extensions of coverage, or perils insured, subject to the following per occurrence and/or aggregate sub-limits as noted below.
\$ 25,000,000	Flood Limit - Per Occurrence and in the Annual Aggregate (for those Named Insured(s) that purchase this optional dedicated coverage).
\$ 5,000,000	Per Occurrence and in the Annual Aggregate for scheduled locations in Flood Zones A & V (inclusive of all 100 year exposures). This Sub-limit does not increase the specific flood limit of liability for those Named Insured(s) that purchase this optional dedicated coverage.
Not Applicable	Per Occurrence for losses to locations in Tier 1 and/or Tier 2 Counties and resulting from a Named Windstorm.
\$ 25,000,000	Earthquake Shock - Per Occurrence and in the Annual Aggregate (for those Named Insured(s) that purchase this optional dedicated coverage).
\$ 100,000,000	Combined Business Interruption, Rental Income and Tuition Income (and related fees). However, if specific values for such coverage have not been reported as part of the Named Insured's schedule of values held on file with Alliant Insurance Services, Inc., this sub-limit amount is limited to \$500,000 per Named Insured subject to maximum of \$2,500,000 Per Occurrence, Per Declaration for Business Interruption, Rental Income and Tuition Income combined. Coverage for power generating plants is excluded, unless otherwise specified.
\$ 50,000,000	Extra Expense.

**COVERAGES & LIMITS:
(continued)**

Per Bound TIV	\$25,000,000	Miscellaneous Unnamed Locations for existing Named Insureds with total insurable values greater than or equal to \$500,000,000 at time of binding or \$10,000,000 Miscellaneous Unnamed Locations for existing Named Insureds with total insurable values less than \$500,000,000 at time of binding excluding Earthquake coverage for Alaska and California locations. If Flood coverage is purchased for scheduled locations, this extension will extend to include Flood coverage for any location not situated in Flood Zones A or V. Vacant and Unoccupied Buildings are further sub-limited to \$10,000,000.
180 Days		Extended Period of Indemnity
See Policy Provisions	\$25,000,000	Automatic Acquisition for Named Insureds with total insurable values greater than or equal to \$500,000,000 at time of binding or \$10,000,000 Automatic Acquisition for Named Insureds with total insurable values less than \$500,000,000 at time of binding up to \$100,000,000 or a Named Insured's Policy Limit of Liability if less than \$100,000,000 for 120 days excluding licensed vehicles for which a sub-limit of \$10,000,000 applies per policy Automatic Acquisition and Reporting Condition. Additionally, automatic coverage is granted for up to 60 days, subject to a sub-limit of \$2,500,000 for additional property and/or interests in Tier 1 Wind Counties, Parishes and Independent Cities for the states of Virginia, North Carolina, South Carolina, Georgia, Alabama, Mississippi, Louisiana, Texas and/or situated anywhere within the states of Florida and Hawaii. The peril of Earthquake is excluded for the states of Alaska and California. If Flood coverage is purchased for all scheduled locations, this extension will extend to include Flood coverage for any location not situated in Flood Zones A or V. Vacant and Unoccupied Buildings are further sub-limited to \$10,000,000.
\$	1,000,000	Unscheduled Landscaping, tees, sand traps, greens, athletic fields and artificial turf and further subject to \$25,000 / 25 gallon maximum per item for existing Named Insureds excluding Earthquake coverage for Alaska and California locations. If Flood coverage is purchased for scheduled locations, this extension includes Flood coverage for any location not situated in Flood Zones A or V.
\$	5,000,000	or 110% of the scheduled values, whichever is greater, for Scheduled Landscaping, tees, sand traps, greens, athletic fields and artificial turf and further subject to \$25,000 / 25 gallon maximum per item.
\$	50,000,000	Errors & Omissions - This extension does not increase any more specific limit stated elsewhere in this policy or Declarations.
\$	25,000,000	Course of Construction and Additions (including new) for projects with completed values not exceeding the sub-limit shown. Projects valued greater than \$15,000,000 require underwriting approval and a premium charge.

COVERAGES & LIMITS: (continued)	\$	500,000	Money & Securities for named perils only as referenced within the policy, however fraudulent impersonation, fraudulent instruction or similar events are excluded.
	\$	2,500,000	Unscheduled Fine Arts.
	\$	250,000	Accidental Contamination per occurrence and annual aggregate per Named Insured with \$500,000 annual aggregate for all Named Insureds per Declaration. Coverage shall not attach or become insurance upon any property which at the time of loss is more specifically described and covered under any other policy form until the liability of such other insurance has first been exhausted and shall then cover only the excess of value of such property over and above the amount payable under such other insurance, whether collectible or not.
	\$	750,000	Unscheduled infrastructure including but not limited to tunnels, bridges, dams, catwalks (except those not for public use), roadways, highways, streets, sidewalks, culverts, channels, levees, dikes, berms, embankments, landfills (as more fully defined in the policy), docks, piers, wharves, street lights, traffic signals, meters, roadway or highway fencing (including guardrails), and all similar property unless a specific value has been declared. Unscheduled infrastructure coverage is excluded for the peril of Earthquake and excluded for Federal Emergency Management Agency (FEMA) and/or Office of Emergency Services (OES) declared disasters, providing said declaration provides funding for repairs.
	\$	50,000,000	Increased Cost of Construction due to the enforcement of building codes/ ordinance or law (includes All Risk and Boiler & Machinery).
	\$	25,000,000	Transit - Physical Damage only.
	\$	2,500,000	Unscheduled Animals; not to exceed \$50,000 per Animal, per Occurrence.
	\$	2,500,000	Unscheduled Watercraft up to 27 feet. Included Per Occurrence for Off Premises Vehicle Physical Damage.
	\$	25,000,000	Off Premises Services Interruption including Extra Expense resulting from a covered peril at non-owned/operated locations.
	\$	5,000,000	Per Occurrence Per Named Insured subject to an Annual Aggregate of \$10,000,000 for Earthquake Shock on Licensed Vehicles, Unlicensed Vehicles, Contractor's Equipment and Fine Arts combined for all Named Insured(s) in this Declaration combined that do not purchase optional dedicated Earthquake Shock coverage, and/or where specific values for such items are not covered for optional dedicated Earthquake Shock coverage as part of the Named Insured's schedule of values held on file with Alliant Insurance Services, Inc..

COVERAGES & LIMITS: (continued)	\$	5,000,000	Per Occurrence Per Named Insured subject to an Annual Aggregate of \$10,000,000 for Flood on Licensed Vehicles, Unlicensed Vehicles, Contractor's Equipment and Fine Arts combined for all Named Insured(s) in this Declaration combined that do not purchase optional dedicated Flood coverage, and/or where specific values for such items are not covered for optional dedicated Flood coverage as part of the Named Insured's schedule of values held on file with Alliant Insurance Services, Inc..
	\$	3,000,000	Contingent Business Interruption, Contingent Extra Expense, Contingent Rental Values and Contingent Tuition Income separately.
	\$	3,000,000	Tax Revenue Interruption – Per Policy Provisions. However, if specific values for such coverage have not been reported as part of the Named Insured's schedule of values held on file with Alliant Insurance Services, Inc., this sub-limit amount is limited to \$1,000,000 Per Occurrence – Per Policy Provisions.
	\$	500,000	Jewelry, Furs, Precious Metals and Precious Stones Separately.
	\$	1,000,000	Claims Preparation Expenses.
	\$	50,000,000	Expediting Expenses.
	\$	1,000,000	Personal Property Outside of the USA.
		Not Covered	Per Occurrence Per Declaration Upgrade to Green Coverage subject to the lesser of, the cost of upgrade, an additional 25% of the applicable limit of liability shown in the schedule of values or this sub limit.
		Not Covered	for Communicable Disease.
	\$	100,000	Per Occurrence while in Storage and In Transit coverage subject to \$10,000 Deductible for Unmanned Aircraft as more fully defined in the Policy. Not Covered while in Flight.
	\$	100,000	Per Occurrence with a \$1,000,000 Annual Aggregate per Declaration for Mold/Fungus Resultant Damage as more fully defined in the policy.
	\$	100,000,000	Ingress/Egress Per Occurrence, Per Named Insured for the actual loss sustained during the period of time not exceeding 30 days when, as a direct result of physical loss or damage caused by a covered peril(s) specified by this Policy and occurring at property located within a 10 mile radius of covered property, ingress to or egress from the covered property by this Policy is prevented.
	\$	100,000,000	Interruption By Civil Authority Per Occurrence, Per Named Insured for the actual loss sustained during the period of time not exceeding 30 days when, as a direct result of physical loss or damage caused by a covered peril(s) specified by this Policy and occurring at property located within a 10 mile radius of covered property, access to the covered property is specifically prohibited by order of a civil authority.

\$ 10,000,000 Electronic Data Processing Media.

VALUATION:

- Repair or Replacement Cost (RCV)
- Actual Loss Sustained for Time Element Coverages
- Contractor's Equipment /Vehicles either Replacement Cost (RCV) or Actual Cash Value (ACV) as declared by each insured. If not declared, valuation will default to Actual Cash Value (ACV)

EXCLUSIONS

(Including but not limited to):

- Seepage & Contamination - *unless otherwise provided by the Pollution Liability Coverage per the Summary attached. If, insured purchases such coverage.*
- Cost of Clean-up for Pollution - *unless otherwise provided by the Pollution Liability Coverage per the Summary attached. If, insured purchases such coverage.*
- Mold - *as more fully described in the Master Policy Wording or otherwise provided when Pollution Liability Coverage is purchased, and as defined in the coverage Summary.*

Deductibles: If two or more deductible amounts provided in the Declaration Page apply for a single occurrence the total to be deducted shall not exceed the largest per occurrence deductible amount applicable. (The Deductible amounts set forth below apply Per Occurrence unless indicated otherwise).

"ALL RISK"

DEDUCTIBLE:

\$ 250,000 Per Occurrence, which will apply in the event a more specific deductible is not applicable to a loss.

DEDUCTIBLES FOR SPECIFIC PERILS AND COVERAGES:

\$250,000 Per Occurrence for Flood Zones A & V (inclusive of all 100 year exposures).

\$ 250,000 All Flood Zones Per Occurrence excluding Flood Zones A & V.

Not Applicable for losses to locations in Tier 1 and/or 2 Counties and resulting from a Named Windstorm.

\$ 250,000 Earthquake Shock: If the stated deductible is a flat dollar amount, the deductible will apply on a Per Occurrence basis, unless otherwise stated. If the stated deductible is on a percentage basis, the deductible will apply Per Occurrence on a Per Unit basis, as defined in the policy form, subject to the minimum deductible per occurrence.

\$ 1,000 Per Occurrence for Specially Trained Animals.

\$	500,000	<p>Unscheduled infrastructure including but not limited to tunnels, bridges, dams, catwalks (except those not for public use), roadways, highways, streets, sidewalks, culverts, channels, levees, dikes, berms, embankments, landfills (as more fully defined in the policy), docks, piers, wharves, street lights, traffic signals, meters, roadway or highway fencing (including guardrails), and all similar property unless a specific value has been declared. Unscheduled infrastructure coverage is excluded for the peril of Earthquake and excluded for Federal Emergency Management Agency (FEMA) and/or Office of Emergency Services (OES) declared disasters, providing said declaration provides funding for repairs.</p>
\$	10,000	<p>Per Vehicle or Item for Licensed Vehicles, Unlicensed Vehicles and Contractor's Equipment subject to \$100,000 Maximum Per Occurrence, Per Named Insured for the peril of Earthquake for Named Insured(s) who do not purchase dedicated Earthquake limits.</p>
\$	50,000	<p>Per Occurrence Per Named Insured for this Declaration for Fine Arts for the peril of Earthquake for Named Insured(s) who do not purchase dedicated Earthquake limits.</p>
\$	10,000	<p>Per Vehicle or Item for Licensed Vehicles, Unlicensed Vehicles and Contractor's Equipment subject to \$100,000 Maximum Per Occurrence, Per Named Insured for the peril of Flood for Named Insured(s) who do not purchase dedicated Flood limits.</p>
\$	50,000	<p>Per Occurrence Per Named Insured for this Declaration for Fine Arts for the peril of Flood for Named Insured(s) who do not purchase dedicated Flood limits.</p>
	24 Hour	<p>Waiting Period for Service Interruption for All Perils and Coverages.</p>
	2.5%	<p>of Annual Tax Revenue Value per Location for Tax Interruption.</p>
	24 Hour	<p>Waiting Period for Ingress/Egress</p>
	24 Hour	<p>Waiting Period for Civil Authority</p>
\$	200,000	<p>Per Occurrence for Off Premises Vehicle Physical Damage. If Off-Premises coverage is included/purchased, the stated deductible will apply to vehicle physical damage both on and off-premises on a Per Occurrence basis, unless otherwise stated. If Off-Premises coverage is not included, On-Premises/In-Yard coverage is subject to the All Risk (Basic) deductible.</p>
	Agreed Value	<p>Vehicle Valuation Basis</p>
\$	250,000	<p>Per Occurrence for Contractor's Equipment.</p>
	Agreed Value	<p>Contractor's Equipment Valuation Basis</p>

SPECIAL TERMS AND CONDITIONS:

It is understood and agreed that notwithstanding anything contained herein to the contrary the following shall apply to this Policy:

SPECIAL TERMS 1:	B&M Coverage for Piqua Power Plants	
	Not Covered for Boiler & Machinery for Piqua Power Plants Gas Turbine Generators Unit #8 & #9 No Jurisdictional Inspections - Coverage Placed with outside carrier.	Special Terms Limit
	Not Covered	Special Terms Deductible
SPECIAL TERMS 2:	Stated Value Endorsement	
	For Mo's Restaurant located at 111 south Main St., Piqua, OH 45356, stated value valuation will apply. In the event of a partial loss, the company will only be liable for 100,000 or less. Under no circumstances will we pay more than 100,000 to include any cost relating to the demolition of the property.	Special Terms Limit
	Per Line of coverage.	Special Terms Deductible
SPECIAL TERMS 3:	Stated Value Endorsement	
	For Ohio Building located at 113 N. Ohio Avenue, Sidney, OH 45365, stated value valuation will apply. In the event of a partial loss, the company will only be liable for 1,000,000 or less. Under no circumstances will we pay more than 1,000,000 to include any cost relating to the demolition of the property.	Special Terms Limit
	Per Line of coverage.	Special Terms Deductible

SPECIAL TERMS 4:

Stated Value Endorsement

For Piqua Power Plant / Old Coal Plant located at 919 South Main Street, Piqua, OH, 45356, stated value valuation will apply. In the event of a partial loss, the company will only be liable for \$5,096,382 or less. Under no circumstances will we pay more than \$5,096,382 to include any cost relating to the demolition of the property.

Special Terms Limit

Additional Exclusions while this property is vacant:

As a condition of this insurance, Burglary, Theft, Vandalism, and Water Damage coverages are not covered under this policy.

Per Line of coverage.

Special Terms Deductible

The following stand-alone coverages are provided by the APIP program but are not covered in the Limit of Liability or the Sub-Limits of Liability above or attached to the Master Policy Form Wording. Carriers providing these coverages are included in the Schedule of Carriers.

- \$ 100,000,000 Per Named Insured Per Occurrence subject to \$200,000,000 Annual Aggregate of Declarations 1-14, 18-30 and 32-35 combined as respects Property Damage, Business Interruption, Rental Income and Extra Expense Combined for Terrorism (Primary Layer).
- \$ 250,000 Per Occurrence Deductible for Primary Terrorism.
- \$ 600,000,000 Per Named Insured for Terrorism (Excess Layer) subject to;
- \$ 1,100,000,000 Per Occurrence, All Named Insureds combined in Declarations 1-14, 18-21, 23-30 and 32-35 for Terrorism (Excess Layer) subject to;
- \$ 1,400,000,000 Annual Aggregate shared by all Named Insureds combined in Declarations 1-14, 18-21, 23-30 and 32-35, as respects Property Damage, Business Interruption, Rental Income and Extra Expense combined for Terrorism (Excess Layer).
- \$ 500,000 Per Occurrence Deductible for Excess Terrorism (Applies only if the Primary Terrorism Limit is exhausted).
- Included Information Security & Privacy Insurance with Electronic Media Liability Coverage. See attached Cyber Coverage Document for applicable Limits. (Cyber Liability) If, insured purchases such coverage.
- Included Pollution Liability Insurance Coverage. See attached Pollution Liability Insurance Coverage Document for applicable limits and deductibles. If, insured purchases such coverage.

TERMS & CONDITIONS: 25% Minimum Earned Premium and cancellations subject to 10% penalty

Except Cyber Liability Premium is calculated on a pro-rata basis, unless there is a claim in which case the premium is deemed fully earned. If, insured purchases such coverage.

Except Pollution Liability Premium is 100% Earned at Inception, unless there is a claim in which premium is deemed fully earned. If, insured purchases such coverage.

NOTICE OF CANCELLATION:

90 days except 10 days for non-payment of premium

BROKER:

ALLIANT INSURANCE SERVICES, INC.
License No. 0C36861

Seth Cole
Senior Vice President

Justin Swarbrick
First Vice President

Eve M Wildhagen
Account Manager - Lead

Coverage outlined in this Evidence Attachment is subject to the terms and conditions set forth in the policy. Please refer to policy for specific terms, conditions and exclusions.

**ALLIANT INSURANCE SERVICES, INC.
ALLIANT PROPERTY INSURANCE PROGRAM (APIP)
BOILER & MACHINERY EVIDENCE ATTACHMENT**

NAMED INSURED:	Miami Valley Risk Management Association (MVRMA)
DECLARATION:	1-Cities 1
POLICY PERIOD:	July 1, 2021 to July 1, 2022
REFERENCE NUMBER:	APIP2021 (Dec 01)
COMPANIES:	See Attached List of Companies
TOTAL INSURED VALUES:	\$ 1,666,044,716 as of July 1, 2021
COVERAGES & LIMITS:	<p>\$ 100,000,000 except Not Covered for Piqua Power Plants Boiler Explosion and Machinery Breakdown, (for those Named Insureds that purchase this optional dedicated coverage) as respects Combined Property Damage and Business Interruption/Extra Expense (Including Bond Revenue Interest Payments where Values Reported and excluding Business Interruption for power generating facilities unless otherwise specified). Limit includes loss adjustment agreement and electronic computer or electronic data processing equipment with the following sub-limits:</p> <p style="padding-left: 40px;">Included Jurisdictional and Inspections.</p> <p>\$ 10,000,000 Per Occurrence for Service/Utility/Off Premises Power Interruption.</p> <p style="padding-left: 40px;">Included Per Occurrence for Consequential Damage/Perishable Goods/Spoilage.</p> <p>\$ 10,000,000 Per Occurrence for Electronic Data Processing Media and Data Restoration.</p> <p>\$ 2,000,000 Per Occurrence, Per Named Insured and in the Annual Aggregate per Declaration for Earthquake Resultant Damage for Named Insureds who purchase Dedicated Earthquake Coverage.</p> <p>\$ 10,000,000 Per Occurrence for Hazardous Substances / Pollutants / Decontamination.</p> <p style="padding-left: 40px;">Included Per Occurrence for Machine or Apparatus used for Research, Diagnosis, Medication, Surgical, Therapeutic, Dental or Pathological Purposes.</p>
NEWLY ACQUIRED LOCATIONS:	<p>\$ 25,000,000 Automatic Acquisition for Boiler & Machinery values at newly acquired locations. Values greater than 25,000,000 or Power Generating Facilities must be reported within 120 days and must have prior underwriting approval prior to binding</p>

VALUATION: Repair or Replacement except Actual Loss sustained for all Time Element coverages

EXCLUSIONS

- (Including but not limited to):**
- Testing
 - Explosion, except for steam or centrifugal explosion
 - Explosion of gas or unconsumed fuel from furnace of the boiler

OBJECTS EXCLUDED:

- (Including but not limited to):**
- Insulating or refractory material
 - Buried Vessels or Piping

NOTICE OF

CANCELLATION: 90 days except 10 days for non-payment of premium

DEDUCTIBLES:

- \$ 10,000 except 500,000 for Power Generating Turbines and Equipment located at power generating plants. Except as shown for Specific Objects or Perils.
 - \$ 10,000 except 500,000 for Power Generating Turbines and Equipment located at power generating plants. Electronic Data Processing Media.
 - \$ 10,000 except 500,000 for Power Generating Turbines and Equipment located at power generating plants. Consequential Damage.
 - \$ 10,000 except 500,000 for Power Generating Turbines and Equipment located at power generating plants. Objects over 200 hp, 1,000 KW/KVA/Amps or Boilers over 5,000 square feet of heating surface.
 - \$ 50,000 except 500,000 for Power Generating Turbines and Equipment located at power generating plants. Objects over 350 hp, 2,500 KW/KVA/Amps or Boilers over 10,000 square feet of heating surface.
 - \$ 100,000 except 500,000 for Power Generating Turbines and Equipment located at power generating plants. Objects over 500 hp, 5,000 KW/KVA/Amps or Boilers over 25,000 square feet of heating surface.
 - \$ 250,000 except 500,000 for Power Generating Turbines and Equipment located at power generating plants. Objects over 750 hp, 10,000 KW/KVA/Amps or Boilers over 75,000 square feet of heating surface.
 - \$ 350,000 except 500,000 for Power Generating Turbines and Equipment located at power generating plants. Objects over 25,000 hp, 25,000 KW/KVA/Amps or Boilers over 250,000 square feet of heating surface.
- 10 per foot / \$2,500 Minimum Deep Water Wells.
- 24 Hours Business Interruption/Extra Expense Except as noted below.
- 30 Days Business Interruption - Revenue Bond.
- 24 Hour Waiting Period Utility Interruption.
- 5 x 100% of Daily Value Business Interruption - All objects over 750 hp or 10,000 KW/KVA/Amps or 10,000 square feet heating surface.

5 x 100% of Daily Value Business interruption - All Objects at Waste Water Treatment Facilities and All Utilities.

BROKER:

ALLIANT INSURANCE SERVICES, INC.
License No. 0C36861

Seth Cole
Senior Vice President

Justin Swarbrick
First Vice President

Eve M Wildhagen
Account Manager - Lead

Coverage outlined in this Evidence Attachment is subject to the terms and conditions set forth in the policy. Please refer to policy for specific terms, conditions and exclusions.

**ALLIANT INSURANCE SERVICES, INC.
ALLIANT PROPERTY INSURANCE PROGRAM (APIP)**

POLLUTION LIABILITY COVERAGE EVIDENCE

TYPE OF INSURANCE: Insurance Reinsurance

TYPE OF COVERAGE: Claims Made and Reported Pollution Liability

PROGRAM: **Alliant Property Insurance Program (APIP)**

NAMED INSURED: Any member(s), entity(ies), agency(ies), organization(s), enterprise(s), pool(s), Joint Powers Authority(ies) and/or individual(s) attached to each Declaration insured as per Named Insured Schedule on file with Insurer, listed below.

POLICY PERIOD: July 1, 2021 to July 1, 2022

POLICY #: TBD

RETROACTIVE DATE:

- July 1, 2011 for Waste Disposal;
- July 1, 2021 for Products Pollution and Exposure Liability;
- July 1, 2021 for Contractor's Pollution
- July 1, 2021 for Mold Matter
- July 1, 2011 Disinfection Event

This coverage shall only apply if the Pollution Incident or Disinfection Event giving rise to the Claim, Loss, Business Interruption Expenses or Extra Expenses commenced, in its entirety, on or after July 1, 2011, or the date that the Insured first joined the Alliant Property Insurance Program (APIP) for environmental or pollution insurance coverage, whichever is later.

COMPANY: Ironshore Specialty Insurance Company

A.M. BEST INSURANCE RATING:: A, Excellent, Financial Category XV (\$2 Billion or greater)
Effective June 26, 2020

STANDARD & POORS RATING: A (Strong) as of November 25, 2020

ADMITTED STATUS: Non-Admitted in all states.

COVERED PROPERTY: Per the following SOVs submitted and on file with carrier:

- | | |
|---|--|
| <ul style="list-style-type: none"> 1. PEEIP DEC 1 – SOVs 2. PEEIP DEC 2 – SOVs 3. PEEIP DEC 3 – SOVs 4. PEEIP DEC 4 – SOVs 5. PEEIP DEC 5 – SOVs 6. PEEIP DEC 11 – SOVs 7. PEEIP DEC 12 – SOVs 8. PEEIP DEC 14 – SOVs 9. PEEIP DEC 19 – SOVs 10. PEEIP DEC 23 – SOVs 11. PEEIP DEC 24 – SOVs | <ul style="list-style-type: none"> 12. PEEIP DEC 25 – SOVs 13. PEEIP DEC 26 – SOVs 14. PEEIP DEC 27 – SOVs 15. PEEIP DEC 28 – SOVs 16. PEEIP DEC 29 – SOVs 17. PEEIP DEC 30 – SOVs 18. PEEIP DEC 32 – SOVs (Excludes SPIP, except as endorsed) 19. PEEIP DEC 33 – SOVs 20. PEEIP DEC 34 – SOVs 21. PEEIP DEC 35 – SOVs |
|---|--|

Covered locations include any real property owned, leased, rented, operated or occupied by the Insured at policy inception. Covered locations also include any subsurface potable water, wastewater or storm water pipes to or from a covered property that are located within a one thousand (1,000) foot radius of such covered location as of policy inception.

COVERAGES & LIMITS:

\$25,000,000 Policy Program Aggregate (all insureds combined)
\$ 2,000,000 Per Pollution Incident
\$ 2,000,000 Per Named Insured Aggregate
\$ 2,000,000 Per JPA/Pool Aggregate

SUB-LIMITS:

\$ 100,000 Disinfection Event Expenses Per Pollution Incident*
 \$ 100,000 Disinfection Event Expenses Coverage Aggregate*
 \$ 250,000 Image Restoration Expenses Per Pollution Incident*
 \$ 250,000 Image Restoration Expenses Coverage Aggregate*
 \$ 500,000 Mold Matter Aggregate Sublimit (K-12 Schools Only, per School)*
 \$ 1,000,000 Restoration Costs Aggregate (Mold Matter Only)*
 \$ 1,000,000 Legionella Per Pollution Incident*
 \$ 2,000,000 Sewer Backup or Overcharge Per Pollution Incident*
 \$ 250,000 Any Punitive, Exemplary and Multiplied Damages and Civil Fines, Penalties and Assessments Fines*
 \$ 2,000,000 Products Pollution and Exposure Liability Per Pollution Incident*
 \$ 5,000,000 Products Pollution and Exposure Liability Aggregate*
 \$ 1,000,000 Contractor's Pollution Per Pollution Incident - Herbicide, Insecticide, Pesticide Applications Only*
 \$ 2,000,000 Contractor's Pollution Per Pollution Incident - All other Operations*
 \$ 5,000,000 Contractors Pollution Aggregate*

*Note: the above sub-limits payable under this coverage do not increase and are not in addition to the applicable limit of liability.

EXTENDED REPORTING PERIOD:

Automatic Extended Reporting Period

The Named Insured shall be entitled to an Automatic Extended Reporting Period for a period of ninety (90) days following the effective date of termination of this Policy for no additional premium. This automatic ERP does not apply if the insured has purchased other insurance to replace the insurance provided by this policy.

SPECIFIC COVERAGE PROVISIONS:

CLAIMS MADE AND REPORTED

Coverage A.1 – Onsite Pollution:

Coverage for Remediation Expenses incurred exclusively for remediation of Pollutants that are on or under a Covered Property, provided such Remediation Expenses arise from Onsite Pollution and result from New Conditions.

Coverage A.2 – OffSite Pollution:

Coverage for Remediation Expenses incurred exclusively for remediation of Pollutants that are beyond the boundaries of the Covered Property, provided such Remediation Expenses arise from Offsite Pollution and result from New Conditions.

**SPECIFIC COVERAGE
PROVISIONS -
CONTINUED:**

Coverage B – Emergency Response Expenses

To pay on behalf of the Insured, Emergency Response Expenses incurred by or on behalf of the Insured in response to an imminent and substantial threat to human health or the environment. The Emergency Response Expenses must: (i) arise from a Pollution Incident that first commenced during the Policy Period; (ii) be incurred within seven (7) days of the commencement of such Pollution Incident; and (iii) be reported to the Company within fourteen (14) days of the commencement of such Pollution Incident. For this Coverage to apply, the Pollution Incident giving rise to the Emergency Response Expenses must be unexpected and unintended from the standpoint of the Insured.

Coverage C.1 – Third Party Claims - Onsite Pollution

Onsite Pollution resulting from New Conditions. if such Bodily Injury or Property Damage takes place while the person injured or the property damaged is within the boundaries of the Covered Property.

Coverage C.2 – Third Party Claims -Offsite Pollution

Offsite Pollution resulting from New Conditions. if such Bodily Injury or Property Damage takes place while the person injured or the property damaged is beyond the boundaries of the Covered Property.

Coverage D – Transportation

To pay on behalf of the Insured, Loss that the Insured becomes legally obligated to pay as a result of Claims for Bodily Injury, Property Damage or Remediation Expenses resulting from New Conditions, which arise from Transportation, provided such Claims are first made against the Insured and reported to the Company in writing during the Policy Period.

Coverage E – Waste Disposal Activities:

To pay on behalf of the Insured, Loss that the Insured becomes legally obligated to pay as a result of Claims for Bodily Injury, Property Damage or Remediation Expenses that arise from a Pollution Incident resulting from Waste Disposal Activities. The Waste Disposal Activities must take place on or after the Waste Disposal Retroactive Date set forth in Item 10. of the Declarations, or the date that the Insured first began operations if no Waste Disposal Retroactive Date is indicated in the Declarations. This Coverage shall apply only if such Claims are first made against the Insured and reported to the Company in writing during the Policy Period, or during the Extended Reporting Period if applicable.

Coverage F – Business Interruption:

To pay the Insured's Business Interruption Expenses and Extra Expenses during the Period of Interruption that directly results from Onsite Pollution resulting from New Conditions.

This Coverage shall apply only if the Pollution Incident giving rise to the Business Interruption Expenses or Extra Expenses is first discovered by the Insured and reported to the Company during the Policy Period, and such Pollution Incident results in Remediation Expenses covered under this Policy. Discovery of a Pollution Incident happens when a Responsible Insured first becomes aware of the Pollution Incident. Further, if the Period of Interruption results from a Pollution Incident and any other cause(s), the Company shall only pay that portion of Business Interruption Expenses and Extra Expenses solely attributable to the Pollution Incident.

Supplemental coverage for Contractors Pollution is included. This coverage covers third-party claims arising out of "your work", provided the claim is first made and reported during the policy period. The Contractor's Pollution must have commenced on or after 7/1/2021.

Supplemental coverage for Products Pollution and Exposure Liability is included. This coverage covers third-party claims arising out of product pollution, provided the claim is first made and reported during the policy period. The Products Pollution must have commenced on or after 7/1/2021.

**SPECIFIC COVERAGE
PROVISIONS -
CONTINUED:**

Coverage for Image Restoration Expenses included, including fees and expenses incurred by public relations or crisis management firms and reasonable and necessary printing, mailing of materials and travel by directors, officers, employees or agents of the named insured at the direction of such a firm. Image Restoration Expenses shall not include the costs to purchase advertising on television, in newspapers or in any other media with the prior written consent of the Insurer.

Automatic Acquisition – Coverage for mid-term transactions for values that are less than \$25,000,000 shall be added as a covered location, upon the closing date of such acquisition, or the effective date of such lease, management, rental or occupation right or obligation, respectively, for no additional premium. An application and notification of title or occupancy must be provided to Ironshore within 180 days.

Property valued at more than \$25,000,000 purchased, leased or otherwise acquired by the Insured needs to be reported to the Insurer within 180 days, along with a completed and signed Site Pollution Incident Legal Liability Select Application and shall be added as a covered location upon the closing date of such acquisition subject to an additional premium of \$0.0006832 per \$100 of Total Insurable Values, pro-rated with a minimum premium of \$425. There will be no additional premium for any Covered Property with Total Insurable Values which are less than \$25,000,000.

Illicit Abandonment is included in the definition of pollution condition.

Mold matter is included in the definition of Pollutant. Mold matter is defined as mold, mildew and fungi, whether or not such microbial matter is living.

Other Insurance Condition

Any Loss covered under any other valid and collectible insurance, whether primary, excess, contingent, self-insurance, deductible or any other basis, including but not limited to the policies scheduled below and any renewals or replacements thereof; however, this insurance shall apply in excess of any such other valid and collectible insurance.

Blanket Underground Storage Tank coverage included, with a deductible of \$750,000 for storage tanks less than twenty-five years old, and a deductible of \$1,000,000 for storage tanks older than twenty-five years. **Note: Does not meet financial assurance requirements.**

Loss covered pursuant to any state storage tank fund, state administered insurance program or restoration funding for any underground storage tank(s) whose owners qualify for reimbursement, or any self-insurance fund established for the purpose of funding clean-up costs for pollution conditions from any underground storage tank(s), shall be considered primary insurance, to which the coverage afforded pursuant to this policy shall apply in excess.

**SPECIFIC COVERAGE
PROVISIONS -
CONTINUED:**

Blanket Coverage included for Non-Owned Disposal Sites. Includes any transfer, storage, treatment or disposal facilities which are used by the Insured, but not owned, operated or rented by the Insured, provided that the transfer, storage, treatment or disposal facility is not listed or proposed to be listed on the Federal National Priorities List, or any equivalent state or local list as of policy inception.

The BKK Landfill located at 2210 South Azusa Avenue, West Covina, CA is specifically excluded from coverage.

Sudden and Accidental Coverage Only (loss must be discovered within 7 days of commencement and reported no later than 21 days following the discovery, and within the policy period) applies for the following locations:

1. Any location with current or historic use as an airport;
2. MAPLE (SOUTH) - 519 ENTRANCE OFF POMONA CORONA CA 92880
3. 1018 COTTONWOOD CORONA CA 92879
4. 1200 TENTH ST. (WEST) CORONA CA 92882
5. 102 LINCOLN (NORTH) CORONA CA 92882
6. 1052 QUARRY CORONA CA 92879
7. 34 CRESTRIDGE CORONA CA 92880
8. 219 GRAND (WEST) CORONA CA 92882
9. 25225 MAITRI RD. CORONA CA 92883
10. 24650 GLEN IVY RD. CORONA CA 92883
11. 405 SIERRA VISTA AVE. CORONA CA 92882
12. 315 MERILL ST (SOUTH) CORONA CA 92882
13. 310 VICENTIA (SOUTH) CORONA CA 92882
14. 710 CORPORATION YARD WAY CORONA CA 92880
15. 2581 MANGULAR CORONA CA 92882
16. 202 BUENA VISTA AVE. (NORTH) CORONA CA 92882
17. 240 BUENA VISTA AVE. CORONA CA 92882
18. 211 BUENA VISTA AVE. (SOUTH) CORONA CA 92882
19. 9865 GLEN IVY RD. CORONA CA 92883
20. 917 CIRCLE CITY DR. CORONA CA 92879
21. 219 JOY (SOUTH) CORONA CA 92879
22. 505 VICENTIA (SOUTH) CORONA CA 92882
23. 1865 POMONA RD CORONA CA 92880

EXCLUSIONS (including but not limited to):

Coverage does not apply to any claim or loss from:

- Asbestos and Lead Based Paint – Any asbestos, asbestos containing materials or lead-based paint in, on, or applied to any building or other structure. This exclusion does not apply to Third-Party Claims, or to Remediation Expenses for the remediation of soil, surface water or groundwater, or for the remediation of asbestos, asbestos containing materials or lead based paint which has been inadvertently displaced by an accident which occurs, in its entirety, during the policy period. Lead in water is excluded.
- Contractual Liability – This exclusion does not apply to liability that the Insured would have had in the absence of the contract or agreement or to liability assumed in an Insured Contract.
- Criminal Punishments
- Employer Liability - This exclusion applies whether the Insured may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of such Bodily Injury.
- Insured's Internal Expenses
- Insured's Non-Compliance
- Insured vs. Insured
- Material Change In Use - This exclusion shall not apply if the Insured submits prior written notice no less than thirty (30) days prior to such material change, and the Company approves such material change in an endorsement to this Policy issued within thirty (30) days of such notice.
- Non-Disclosure
- Prior Claims
- Nuclear and Radiological Material
- Property Damage to Conveyances
- War
- Workers Compensation, Unemployment, Social Security, Disability and Similar Laws
- Airports, Landfills and/or Recycling Facilities, Oil and/or Gas Producing or Refining Facilities
- Firing Ranges
- Activity Use Limitation
- Landfill Closure, Post-Closure and Reclamation Costs
- Odor
- Impoundments
- Discharge Control
- Engineering Controls / Operation and Maintenance (O&M) Costs
- Upgrades
- Groundwater and Surface Water Monitoring Costs
- Known Pollution Incidents (known prior to July 1, 2021)
- COVID-19
- Capital Improvement- Applies to any auto repair facility, airport, golf course, fuel depot, fuel storage, shooting ranges, or removal, replacement, repair or upgrade of an underground storage tank.
- Voluntary Site Investigation (any pollutant discovered during voluntary investigation is excluded at any auto repair facility, airport, golf course, fuel depot, fuel storage, shooting ranges only)
- Expected or Intended Injury or Damage (Product Pollution and Covered Operations only)

EXCLUSIONS (including but not limited to):

- Known Injury or Damage (Product Pollution and Covered Operations only)
- Product Disposal (Product Pollution Only)
- Products as Waste (Product Pollution Only)
- Transportation (Product Pollution and Covered Operations only)
- Business Interruption (Covered Operations Only)
- Damage to Your Product (Product Pollution Only)
- Damage to Property (Covered Operations Only)
- Damage to Your Work (Covered Operations Only)
- Products Pollution (Covered Operations Only)
- Waste Products, Treatment or Disposal (Covered Operations Only)
- Any perfluoroalkyl or polyfluoroalkyl substance (PFAS), including but not limited to perfluoroalkyl acids (PFAAs), perfluorooctanoic acid (PFOA), perfluorooctane sulfonate (PFOS), perfluoroheptanoic acid (PFHpA), perfluorononanoic acid (PFNA), perfluorohexanesulfonic acid (PFHxS), GenX, C8, ADONA, perfluoroalkane sulfonyl fluoride (PASF), perfluorobutanesulfonic acid (PFBS), polytetrafluoroethylene (PTFE), perfluoropolyethers (PFPEs), fluoropolymers, perfluorononanoic acid, ammonium perfluorooctanoate, or any associated salts, acids, alcohols, precursor chemicals or related higher homologue chemicals. This also includes aqueous film forming foam (AFFF) containing PFAS (at any concentration) or any additives or component materials contained therein or degradation byproducts thereof.

DEDUCTIBLE:

- \$250,000 Each Pollution Incident After July 1, 2021
- \$500,000 Each Pollution Incident Prior to July 1, 2021
- \$500,000 Sewage Backup and Overcharge

Any payments for covered loss paid by other insurance shall also be applied against the deductible amount.

SPECIFIC DEDUCTIBLES:

- \$250,000 Disinfection Event Expenses
- \$250,000 Products Pollution and Exposure Liability
- \$250,000 Covered Operations
- \$250,000* Mold Matter (*or \$50,000 per room impacted, whichever is greater – a room is considered equal to 250 sq ft of floor space)
- \$250,000 Legionella
- \$500,000 Sewer Backup or Overcharge deductible
- \$750,000 Underground Storage Tanks (less than 25 years old)
- \$1,000,000 Underground Storage Tanks (more than 25 years old)

ALLIANT INSURANCE SERVICES, INC.
ALLIANT PROPERTY INSURANCE PROGRAM (APIP)
CYBER INSURANCE EVIDENCE ATTACHMENT
CORE COVERAGE

TYPE OF COVERAGE: Information Security & Privacy Insurance with Electronic Media Liability Coverage

PROGRAM: **Alliant Property Insurance Program (APIP) inclusive of Public Entity Property Insurance Program (PEPIP), and Hospital All Risk Property Program (HARPP)**

NAMED INSURED: Any member(s), entity(ies), agency(ies), organization(s), enterprise(s) and/or individual(s), attaching to each Declaration insured under the ALLIANT PROPERTY INSURANCE PROGRAM (APIP), inclusive of PUBLIC ENTITY PROPERTY INSURANCE PROGRAM (PEPIP) and HOSPITAL ALL RISK PROPERTY PROGRAM (HARPP) as their respective rights and interests may appear which now exist or which hereafter may be created or acquired and which are owned, financially controlled or actively managed by the herein named interest, all jointly, severally or in any combination of their interests, for account of whom it may concern (all hereinafter referred to as Member(s) / Entity(ies)).

DECLARATION: Various Declarations as on file with Insurer

POLICY PERIOD: July 1, 2021 to July 1, 2022

POLICY #: TBD

TERRITORY: WORLD-WIDE

RETROACTIVE DATE: **APIP/PEPIP**
For new members – the retro active date will be the date of addition
July 1, 2021 For existing members included on the July 1, 2021/22 policy
July 1, 2020 For existing members included on the July 1, 2020/21 policy
July 1, 2019 For existing members included on the July 1, 2019/20 policy
July 1, 2018 For existing members included on the July 1, 2018/19 policy
July 1, 2017 For existing members included on the July 1, 2017/18 policy
July 1, 2016 For existing members included on the July 1, 2016/17 policy
July 1, 2015 For existing members included on the July 1, 2015/16 policy
July 1, 2014 For existing members included on the July 1, 2014/15 policy
July 1, 2013 For existing members included on the July 1, 2013/14 policy
July 1, 2012 For existing members included on the July 1, 2012/13 policy
July 1, 2011 For existing members included on the July 1, 2011/12 policy
July 1, 2010 For existing members included on the July 1, 2010/11 policy

CSU
July 1, 2008 California State University and CSU Auxiliary Organizations

INSURERS:	Lloyd's of London - Beazley Syndicate: (Syndicates 2623 - 623) Crum & Forster Specialty Insurance Company Liberty Surplus Insurance Corporation		
COVERAGES & LIMITS:	Ai.	\$ 40,000,000	Annual Policy and Program Aggregate Limit of Liability (subject to policy exclusions) for all Insureds/Members combined (Aggregate for all coverage's combined, including Claims Expenses), subject to the following limits and sub-limits as noted.
	Aii.	\$ 2,000,000	Insured/Member Annual Aggregate Limit of Liability (subject to policy exclusions) for each Insured/Member, within the Annual Policy and Program Aggregate Limit of Liability (Aggregate for all coverages combined, including Claim Expenses) subject to the following limits and sub-limits as noted.

BREACH RESPONSE

Breach Response Costs:	\$	500,000	Aggregate Limit of Liability for each Insured/Member (Limit is increased to \$1,000,000 if Beazley Nominated Services Providers are used)
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FIRST PARTY LOSS

Business Interruption Loss Resulting from Security Breach:	\$	750,000	Aggregate Limit of Liability for each Insured/Member
Business Interruption Loss Resulting from System Failure:	\$	500,000	Aggregate Limit of Liability for each Insured/Member
Dependent Business Loss Resulting from Security Breach:	\$	750,000	Aggregate Limit of Liability for each Insured/Member
Dependent Business Loss Resulting from System Failure:	\$	100,000	Aggregate Limit of Liability for each Insured/Member
Cyber Extortion Loss:	\$	750,000	Aggregate Limit of Liability for each Insured/Member
Data Recovery Costs:	\$	750,000	Aggregate Limit of Liability for each Insured/Member

LIABILITY

Data & Network Liability:	\$	2,000,000	Aggregate Limit of Liability for each Insured/Member for all Damages and Claims Expenses
Regulatory Defense & Penalties:	\$	2,000,000	Aggregate Limit of Liability for each Insured/Member

Payment Card Liabilities & Costs:	\$	2,000,000	Aggregate Limit of Liability for each Insured/Member
Media Liability:	\$	2,000,000	Aggregate Limit of Liability for each Insured/Member for all Damages and Claims Expenses
 eCRIME			
Fraudulent Instruction:	\$	75,000	Aggregate Limit of Liability for each Insured/Member
Funds Transfer Fraud:	\$	75,000	Aggregate Limit of Liability for each Insured/Member
Telephone Fraud:	\$	75,000	Aggregate Limit of Liability for each Insured/Member
 CRIMINAL REWARD			
Criminal Reward:	\$	25,000	Aggregate Limit of Liability for each Insured/Member
 COVERAGE ENDORSEMENT(S)			
Reputation Loss:	\$	100,000	Aggregate Limit of Liability for each Insured/Member
Claims Preparation Costs for Reputation Loss Claims Only:	\$	50,000	Aggregate Limit of Liability for each Insured/Member
Computer Hardware Replacement Costs:	\$	100,000	Aggregate Limit of Liability for each Insured/Member
Invoice Manipulation:	\$	100,000	Aggregate Limit of Liability for each Insured/Member
Cryptojacking:	\$	25,000	Aggregate Limit of Liability for each Insured/Member

RETENTION:	\$	TBD	CSU Auxiliary Organizations only
	\$	50,000	Per Claim for each Member/Insured with Total Insured Value (TIV) up to \$250,000,000 at the time of policy inception
			8 Hour waiting period for Dependent/Business Interruption Loss
	\$	100,000	Per Claim for each Member/Insured with Total Insured Value (TIV) greater than \$250,000,000 and up to \$750,000,000 at the time of policy inception
			8 Hour waiting period for Dependent/Business Interruption Loss
	\$	250,000	Per Claim for each Member/Insured with Total Insured Value (TIV) greater than \$750,000,000 at the time of policy inception
			8 Hour waiting period for Dependent/Business Interruption Loss

NOTICES: **Policy coverage of this policy provides coverage on a claims made and reported basis; except as otherwise provided, coverage under noted coverage schedule applies only to claims first made against the Insured/Member and reported to underwriters during the policy period. Claims expenses shall reduce the applicable limit of liability and are subject to the applicable retention.**

This is a shared limit policy among the Named Insureds. The per Insured/Member policy limits are on a per claim or incident for each Insured/Member basis, sub-limits listed are aggregated per Insured/Member and are within the total Insured/Member aggregate limit. In the event of a claim/incident with multiple Insureds/Members exhausting the program aggregate limit provided by the Insurer to Insureds/Members, payment to all Insureds/Members for the claim/incident will be determined by the Insurer. Where coverages are aggregated, sub-limit and limits apply to all Insureds/Members for the entire Policy Period unless specifically stated otherwise. The policy aggregate limit is not a per Insured/Member maximum limit.

The Liberty Surplus Insurance Corporation policy includes an “other insurance” provision. This provision precludes payment for claims when another Liberty policy provides coverage. The Liberty layer in this program is \$5,000,000 excess of \$35,000,000 of the Annual Policy and Program Aggregate Limit of Liability.

EXTENDED REPORTING PERIOD: For Named Insured – Underwriting Required at time of request.

SPECIFIC COVERAGE PROVISIONS: **A. Breach Response** indemnifies the Insured/Member for Breach Response Costs incurred by the Insured/Member because of an actual or reasonably suspected Data Breach or Security Breach that the Insured first discovers during the Policy Period.

B. First Party Loss

Business Interruption Loss indemnifies the Insured/Member for a Business Interruption Loss sustained as a result of a Security Breach or System Failure that the Insured first discovers during the Policy Period.

Dependent Business Interruption Loss indemnifies the Insured/Member for a Dependent Business Interruption Loss sustained as a result of a Security Breach or a System Failure that the Insured first discover during the Policy Period.

Cyber Extortion Loss indemnifies the Insured/Member for a Cyber Extortion Loss incurred as a result of an Extortion Threat first made against the Insured/Member during the Policy Period.

Data Recovery Costs indemnifies the Insured/Member for Data Recovery Costs incurred as a direct result of a Security Breach or System Failure that the Insured first discovers during the Policy Period.

C. Liability

Data & Network Liability pays Damages and Claims Expenses, which the Insured is legally obligated to pay because of any Claim first made against any Insured during the Policy Period for a Data Breach, a Security Breach, the Insured's failure to disclose a Data Breach or Security Breach, or failure of the Insured to comply with the part of a Privacy Policy that specifically is related to disclosure, access or procedures related to Personally Identifiable Information.

Regulatory Defense & Penalties pays Penalties and Claims Expenses, which the Insured is legally obligated to pay because of a Regulatory Proceeding first made against any Insured during the Policy Period for a Data Breach or a Security Breach.

Payment Card Liabilities & Costs indemnifies the Insured/Member for PCI Fines, Expenses and Costs which it is legally obligated to pay because of a Claim first made against any Insured during the Policy Period.

Media Liability pays Damages and Claims Expenses, which the Insured is legally obligated to pay because of any Claim first made against any Insured during the Policy Period for electronic Media Liability.

**Coverage
Endorsement(s)**

D. eCrime indemnifies the Insured/Member for any direct financial loss sustained resulting from:

- *Fraudulent Instruction*
- *Funds Transfer Fraud*
- *Telephone Fraud*

That the Insured first discovers during the Policy Period.

E. Criminal Reward indemnifies the Insured/Member for Criminal Reward Funds.

Reputational Loss indemnifies the Insured Organization for Reputation Loss that the Insured Organization sustains solely as a result of an Adverse Media Event that occurs during the Policy Period, concerning: a Data Breach, Security Breach, or Extortion Threat that the Insured first discovers during the Policy Period

**Coverage
Endorsement(s)
(continued)**

Computer Hardware Replacement Costs is part of the Extra Expense coverage. Extra Expense means reasonable and necessary expenses incurred by the Insured Organization during the Period of Restoration to minimize, reduce or avoid Income Loss, over and above those expenses the Insured Organization would have incurred had no Security Breach, System Failure, Dependent Security Breach or Dependent System Failure occurred; and includes reasonable and necessary expenses incurred by the Insured Organization to replace computers or any associated devices or equipment operated by, and either owned by or leased to, the Insured Organization that are unable to function as intended due to corruption or destruction of software or firmware directly resulting from a Security Breach

Invoice Manipulation indemnifies the Insured Organization for Direct Net Loss resulting directly from the Insured Organization's inability to collect Payment for any goods, products or services after such goods, products or services have been transferred to a third party, as a result of Invoice Manipulation that the Insured first discovers during the Policy Period. Invoice Manipulation means the release or distribution of any fraudulent invoice or fraudulent payment instruction to a third party as a direct result of a Security Breach or a Data Breach.

Cryptojacking indemnifies the Insured Organization for any direct financial loss sustained resulting from Cryptojacking that the Insured first discovers during the Policy Period. Cryptojacking means the Unauthorized Access or Use of Computer Systems to mine for Digital Currency that directly results in additional costs incurred by the Insured Organization for electricity, natural gas, oil, or internet.

EXCLUSIONS:
(Including but not limited to)

Coverage does not apply to any claim or loss from:

- Bodily Injury or Property Damage
- Trade Practices and Antitrust
- Gathering or Distribution of Information
- Prior Known Acts & Prior Noticed Claims
- Racketeering, Benefit Plans, Employment Liability & Discrimination
- Sale or Ownership of Securities & Violation of Securities Laws
- Criminal, Intentional or Fraudulent Acts
- Patent, Software Copyright, Misappropriation of Information
- Governmental Actions
- Other Insureds & Related Enterprises
- Trading Losses, Loss of Money & Discounts
- Media-Related Exposures – Contractual liability or obligation
- Nuclear Incident
- Radioactive Contamination
- Sanctions Limitation
- War and Civil War
- Asbestos, Pollution and Contamination
- First Party Loss – with respects: 1. seizure, nationalization, confiscation, or destruction of property or data by order of any governmental or public authority; 2. costs or expenses incurred by the Insured to identify or remediate software program errors or vulnerabilities or update, replace, restore, assemble, reproduce, recollect or enhance data or Computer Systems to a level beyond that which existed prior to a Security Breach, System Failure, Dependent Security Breach, Dependent System Failure or Extortion Threat; 3. failure or malfunction of satellites or of power, utility, mechanical or telecommunications (including internet) infrastructure or services that are not under the Insured Organization's direct operational control; or 4. fire, flood, earthquake, volcanic eruption, explosion, lightning, wind, hail, tidal wave, landslide, act of God or other physical event.

- NOTICE OF CLAIM:**
- **IMMEDIATE NOTICE** must be made to Beazley NY of all potential claims and circumstances (assistance, and cooperation clause applies)
 - Claim notification under this policy is to:
Beazley Group
Attn: TMB Claims Group
1270 Avenue of the Americas
New York, NY 10020
866-567-8570
bbr.claims@beazley.com

NOTICE OF CANCELLATION: 10 days for non-payment of premium

CYBER COST: Cost is included in Total Property Premium

Cyber Liability Premium is calculated on a pro-rata basis, unless there is a claim in which case the premium is deemed fully earned. If, insured purchases such coverage.

OTHER SERVICES Unlimited Access to Beazley Breach Solutions website

BROKER: ALLIANT INSURANCE SERVICES, INC.

License No. 0C36861

NOTES:

- **Coverage outlined in this Evidence Attachment is subject to the terms and conditions set forth in the policy**
- **Please refer to Policy for specific terms, conditions and exclusions**
- **Change in Total Insurable Values will result in adjustment in premium**

2021-2022 ALLIANT DEADLY WEAPON RESPONSE PROGRAM
EVIDENCE OF COVERAGE

INSURED	Miami Valley Risk Management Association (MVRMA)
INSURANCE COMPANY:	Underwriters at Lloyd's of London
A.M. BEST RATING:	A (Excellent) XV; Greater than \$2,000,000,000
STANDARD AND POOR'S RATING:	A+, Strong Financial Security
STATE LICENSE STATUS:	Non-Admitted
POLICY TERM:	July 1, 2021 – July 1, 2022
POLICY NUMBER:	PJ21000500035
COVERAGE FORM:	Claims Made & Reported
COVERAGE TYPE:	Third Party Bodily Injury Liability, First Party Property Damage, Business Interruption & Crisis Management for events occurring at a location appearing on your Schedule of Values on file with Alliant Insurance Services, Inc.
LIMITS:	
Per Occurrence	\$ 500,000
Aggregate (Shared by Members of Pool/JPA)	\$ 2,500,000
DEDUCTIBLE:	\$10,000 Each Event including Claims Expenses
RETROACTIVE DATE:	7/1/2018

ALLIANT DEADLY WEAPON RESPONSE PROGRAM (ADWRP) PROPOSAL – CONTINUED

SUB-LIMITS:

(Each Sublimit is part of the Overall Limit of Liability and not in addition to it)

- \$ 250,000 Crisis Management Services - specified in endorsement
- \$ 250,000 Crisis Management Services – unspecified
- \$ 250,000 Counseling Services (\$15,000 per person maximum)
- \$ 250,000 Funeral Expenses (\$1M Aggregate; \$15,000 per person maximum)
- \$ 250,000 Business Interruption
- \$ 250,000 Demo/Clearance/Memorialization
- \$ 250,000 Extra Expense
- \$ 250,000 Threat
- \$ 25,000 Per Person for Medical Expenses with a \$500,000 annual aggregate
- \$ 50,000 Per Person Accidental Death and Dismemberment with a \$500,000 annual aggregate
- Included Circumstantial Costs for Prevention Services (\$0 Deductible)

ENDORSEMENTS:

(Including But Not Limited To)

- Deadly Weapon & Security Vulnerability Post Underwriting Review
- Deadly Weapon Safety Action Plan Seminar
- Crisis Management Services
- Circumstance Extension
- Property Damage Extension
- Counselling Services
- Funeral Expenses
- Short Rate Cancellation Table
- Premium Payment Clause
- Reinsurers Liability Clause
- Lloyd’s Privacy Policy
- Sanction Limitation & Exclusion Clause
- Notice of Terrorism Insurance Coverage
- Business Interruption (*if applicable*)
- Automatic Acquisitions limit – locations up to \$25,000,000
- 90 day grace period for reporting of new locations

ALLIANT DEADLY WEAPON RESPONSE PROGRAM (ADWRP) PROPOSAL – CONTINUED

ENDORSEMENTS - CONTINUED:

(Including But Not Limited To)

EXCLUSIONS:

(Including But Not Limited To)

- Offsite events coverage for K-12 School insureds (Field Trips) only – No Liability coverage applies.
- E&O clause – to cover locations not exceeding \$10,000,000 in value unintentionally not included in SOV provided to insurer
- **Crisis Management/Event Responder Fees** *do not erode policy limits*
- **Crisis Services Provided by CrisisRisk:**
<https://www.crisisrisk.com/>
- Confiscation, nationalization, requisition or destruction of or damage to property by government, public or local authority
- Loss of market, loss of use or any other consequential loss at property physically lost or damaged
- Any explosive devices unless used in conjunction with a Deadly Weapon Event.
- Euthanasia
- Fraudulent Claims
- Any actual or alleged negligent act, error, omission, misstatement, misleading statement, neglect or breach of duty by the Directors or Officers, in the discharge of their duties solely in their capacity as Directors or Officers of the Named Insured
- Any vehicle not defined as a road vehicle
- Any weapon mounted (or designed to be mounted) on a vehicle
- Any weapon, device or substance delivered by an airborne weapon delivery system including, but not limited to, fixed wing aircraft, helicopter or drone
- Injury or death to any employees of any third party whom the Named insured has contracted for services.
- Any claim or claims made by or on behalf of an Assailant.

ALLIANT DEADLY WEAPON RESPONSE PROGRAM (ADWRP) PROPOSAL – CONTINUED

EXCLUSIONS - CONTINUED: (Including But Not Limited To)

- Use or operation as a means to inflict harm of any computer, computer system, computer software, malicious code, computer virus or any other electronic system.
- Workers Compensation
- Employment Practices
- Ionizing radiations or contamination by radioactivity from nuclear waste or fuel
- Radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor, assembly or component
- Mercy Killing(s)
- Cross Suits
- Strikes, labor unrest, riots or civil commotion
- Suicide
- War, insurrection, civil commotion
- Mental injury or mental anguish related claim where no Bodily Injury occurred to claimant (Except as included by endorsement for counselling services)
- Any weapon or device employing atomic or nuclear fission, fusion or other like reaction or force or matter
- Loss, injury or damage caused by or resulting from Named Insured's recklessness or deliberate misconduct
- Chemical, biological, bio-chemical or electromagnetic weapon
- Nuclear reaction, radiation or contamination, however caused
- Any Pollutant or Contaminant however introduced or arisen
- Property Damage in care, custody or control of Named Insured or person under contract (except as maybe provided by the 1st Party Property coverage)
- Punitive or exemplary damages, sanctions or additional damages

ALLIANT DEADLY WEAPON RESPONSE PROGRAM (ADWRP) PROPOSAL – CONTINUED

EXCLUSIONS - CONTINUED:

(Including But Not Limited To)

ADDITIONAL EXCLUSIONS RELATING TO PROPERTY & BUSINESS INTERRUPTION:

(Including But Not Limited To)

-
- COVID19
- Any Deadly Weapon Event that occurs at a Location(s) which has been specifically leased or loaned by the Named Insured to any other entity or individual to host a permitted event planned and ticketed for more than 500 attendees over the duration of the event, except with the prior written agreement of the Underwriters. Agreement to add any event as covered may incur additional premium.
- Land or land values
- Aircraft, watercraft or any vehicle licensed for highway use
- Animals
- Money, currency, checks, coins, stamps, securities, valuable papers, evidences of debt, precious stones, precious metals (unless forming an integral part of Insured Property), jewelry, furs, fine arts and antiques
- Electronic data
- Any property in Transit
- Increase in loss caused by suspension, lapse, cancellation of any lease, license, contract or order, unless loss results directly from the insured Interruption of Business
- Fines, penalties or damages incurred by or imposed upon the Named Insured at order of any Government Agency, Court or other Authority

ALLIANT DEADLY WEAPON RESPONSE PROGRAM (ADWRP) PROPOSAL – CONTINUED

BOUND PREMIUM:	\$ 10,675.00	Premium
	\$ 533.75	Surplus Lines Taxes
	\$ <u> .00</u>	Surplus Lines Fees
	\$ 11,208.75	Total Cost
DEFENSE INSIDE/OUTSIDE THE LIMITS:	Inside	
MINIMUM EARNED PREMIUM:	25% Minimum Earned Premium	

See Disclaimer Page for Important Notices and Acknowledgement

Disclosures

This proposal of insurance is provided as a matter of convenience and information only. All information included in this proposal, including but not limited to personal and real property values, locations, operations, products, data, automobile schedules, financial data and loss experience, is based on facts and representations supplied to Alliant Insurance Services, Inc. by you. This proposal does not reflect any independent study or investigation by Alliant Insurance Services, Inc. or its agents and employees.

Please be advised that this proposal is also expressly conditioned on there being no material change in the risk between the date of this proposal and the inception date of the proposed policy (including the occurrence of any claim or notice of circumstances that may give rise to a claim under any policy which the policy being proposed is a renewal or replacement). In the event of such change of risk, the insurer may, at its sole discretion, modify, or withdraw this proposal, whether or not this offer has already been accepted.

This proposal is not confirmation of insurance and does not add to, extend, amend, change, or alter any coverage in any actual policy of insurance you may have. All existing policy terms, conditions, exclusions, and limitations apply. For specific information regarding your insurance coverage, please refer to the policy itself. Alliant Insurance Services, Inc. will not be liable for any claims arising from or related to information included in or omitted from this proposal of insurance.

Alliant embraces a policy of transparency with respect to its compensation from insurance transactions. Details on our compensation policy, including the types of income that Alliant may earn on a placement, are available on our website at www.alliant.com. For a copy of our policy or for any inquiries regarding compensation issues pertaining to your account you may also contact us at: Alliant Insurance Services, Inc., Attention: General Counsel, 701 B Street, 6th Floor, San Diego, CA 92101.

Analyzing insurers' over-all performance and financial strength is a task that requires specialized skills and in-depth technical understanding of all aspects of insurance company finances and operations. Insurance brokerages such as Alliant Insurance typically rely upon rating agencies for this type of market analysis. Both A.M. Best and Standard and Poor's have been industry leaders in this area for many decades, utilizing a combination of quantitative and qualitative analysis of the information available in formulating their ratings.

A.M. Best has an extensive database of nearly 6,000 Life/Health, Property Casualty and International companies. You can visit them at www.ambest.com. For additional information regarding insurer financial strength ratings visit Standard and Poor's website at www.standardandpoors.com.

Our goal is to procure insurance for you with underwriters possessing the financial strength to perform. Alliant does not, however, guarantee the solvency of any underwriters with which insurance or reinsurance is placed and maintains no responsibility for any loss or damage arising from the financial failure or insolvency of any insurer. We encourage you to review the publicly available information collected to enable you to make an informed decision to accept or reject a particular underwriter. To learn more about companies doing business in your state, visit the Department of Insurance website for that state.

Other Disclosures / Disclaimers - Continued

NY Regulation 194

Alliant Insurance Services, Inc. is an insurance producer licensed by the State of New York. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction typically involves one or more of these activities.

Compensation will be paid to the producer, based on the insurance contract the producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the insurer(s) selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including the insurance contract(s) and the insurer(s) the purchaser selects. In some cases, other factors such as the volume of business a producer provides to an insurer or the profitability of insurance contracts a producer provides to an insurer also may affect compensation.

The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part on the sale of insurance to the purchaser, and (if applicable) compensation expected to be received based in whole or in part on any alternative quotes presented to the purchaser by the producer, by requesting such information from the producer.

FATCA:

The Foreign Account Tax Compliance Act (FATCA) requires the notification of certain financial accounts to the United States Internal Revenue Service. Alliant does not provide tax advice so please contact your tax consultant for your obligation regarding FATCA.

Claims Reporting:

Your policy will come with specific claim reporting requirements. Please make sure you understand these obligations. Contact your Alliant Service Team with any questions.

NRRA:

The Non-Admitted and Reinsurance Reform Act (NRRA) went into effect on July 21, 2011. Accordingly, surplus lines tax rates and regulations are subject to change which could result in an increase or decrease of the total surplus lines taxes and/or fees owed on this placement. If a change is required, we will promptly notify you. Any additional taxes and/or fees must be promptly remitted to Alliant Insurance Services, Inc.

Other Disclosures / Disclaimers - Continued

Changes and Developments

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

- Changes in any operations such as expansion to another states, new products, or new applications of existing products.
- Travel to any state not previously disclosed.
- Mergers and/or acquisition of new companies and any change in business ownership, including percentages.
- Any newly assumed contractual liability, granting of indemnities or hold harmless agreements.
- Any changes in existing premises including vacancy, whether temporary or permanent, alterations, demolition, etc. Also, any new premises either purchased, constructed or occupied
- Circumstances which may require an increased liability insurance limit.
- Any changes in fire or theft protection such as the installation of or disconnection of sprinkler systems, burglar alarms, etc. This includes any alterations to the system.
- Immediate notification of any changes to a scheduled of equipment, property, vehicles, electronic data processing, etc.
- Property of yours that is in transit, unless previously discussed and/or currently insured.

Certificates / Evidence of Insurance

- A certificate is issued as a matter of information only and confers no rights upon the certificate holder. The certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by a policy. Nor does it constitute a contract between the issuing insurer(s), authorized representative, producer or certificate holder.
- You may have signed contracts, leases or other agreements requiring you to provide this evidence. In those agreements, you may assume obligations and/or liability for others (Indemnification, Hold Harmless) and some of the obligations that are not covered by insurance. We recommend that you and your legal counsel review these documents.

In addition to providing a certificate of insurance, you may be required to name your client or customer on your policy as an additional insured. This is only possible with permission of the insurance company, added by endorsement and, in some cases, an additional premium.

By naming the certificate holder as additional insured, there are consequences to your risks and insurance policy including:

- Your policy limits are now shared with other entities; their claims involvement may reduce or exhaust your aggregate limit.
- Your policy may provide higher limits than required by contract; your full limits can be exposed to the additional insured.
- There may be conflicts in defense when your insurer has to defend both you and the additional insured.

Other Disclosures / Disclaimers - Continued

Commercial Property Coverage

***Property Co-insurance:** Most property insurance policies contain a co-insurance clause. In exchange for a reduced rate, the insured agrees to carry at least the stated percentage of insurance to the total insurable value of the property. If, at the time of loss, the amount of insurance carried is less than this percentage, the loss payment will be reduced proportionately.

Glossary of Insurance Terms

Below are a couple of links to assist you in understanding the insurance terms you may find within your insurance coverages:

<http://insurancecommunityuniversity.com/UniversityResources/InsuranceGlossaryFREE.aspx>

<http://www.ambest.com/resource/glossary.html>

<http://www.irmi.com/online/insurance-glossary/default.aspx>

Optional Coverages

The following represents a list of insurance coverages that are not included in this proposal, but are optional and may be available with further underwriting information. Note some of these coverages may be included with limitations or insured elsewhere. This is a partial listing as you may have additional risks not contemplated here or are unique to your organization.

- Crime / Fidelity Insurance
- Directors & Officers Liability
- Earthquake Insurance
- Employed Lawyers
- Employment Practices Liability
- Event Cancellation
- Fiduciary Liability
- Fireworks Liability
- Flood Insurance
- Foreign Insurance
- Garage Keepers Liability
- Kidnap & Ransom
- Law Enforcement Liability
- Media and Publishers Liability
- Medical Malpractice Liability
- Network Security / Privacy Liability and Internet Media Liability
- Pollution Liability
- Owned/Non-Owned Aircraft
- Owned Watercraft
- Special Events Liability
- Student Accident
- Volunteer Accidental Death & Dismemberment (AD&D)
- Workers' Compensation
- Workplace Violence

MIAMI VALLEY RISK MANAGEMENT ASSOCIATION
COVERAGE DISPUTE PROCEDURE

Originally Adopted by MVRMA Board: April 15, 1991

Amended by MVRMA Board: May 20, 1991
December 20, 1993
June 16, 2008
September 17, 2018
March 15, 2021

PURPOSE

On occasion, a question may arise as to whether the insurance afforded by the Miami Valley Risk Management Association (MVRMA) may cover a specific claim or lawsuit against a member municipality. In such situations, the interest of the Association may be at odds with those of the municipality. In order to minimize the effect of this problem, the members of MVRMA agree to handle any such disputes in accordance with the following procedure.

PROCEDURE

1. The MVRMA Executive Director, after consultation with the Claims Manager, corporate counsel or coverage attorney, and the member city, may determine that a claim or lawsuit is not covered under the insurance afforded by the Association. If such an occasion should arise, the Executive Director shall notify the member city in writing of his decision and the basis of his decision.
2. If the member city disputes the Executive Director's decision, it shall, within fourteen (14) calendar days of the receipt of the Executive Director's decision, submit a memorandum to the Executive Director setting forth its opinion as to the existence of coverage. The Executive Director shall then review the city's opinion and either reverse or affirm his prior decision within fourteen (14) calendar days from the date of receipt of the city's memorandum. If the Executive Director affirms his prior decision, the city may request that the coverage issue be submitted to the Board of Trustees in accordance with Article IX of the Amended Agreement and Bylaws of Miami Valley Risk Management Association, Inc. Such request shall be made within thirty (30) calendar days from the date of receipt of the Executive Director's final decision.
3. When there is a request that the coverage issue be submitted to the Board of Trustees, all applicable policies, investigative material pertaining to the claim and all position papers shall be submitted to the Executive Director who shall then distribute all such material to the Board of Trustees. Upon request, the member city may request the opportunity to make an oral presentation to the board. If the member city does make such a request, the Executive Director shall have the opportunity to make an oral presentation to the Board of Trustees as well.

In its discretion, the Board of Trustees may employ as an advisor, an attorney who has particular expertise in the field of insurance law who has not, nor has anyone with whom that person has been associated in the practice of law within five years, provided legal services to the member city or the Association.

4. The Board of Trustees shall be requested to decide the issues in dispute. It shall provide both parties with a written decision within thirty (30) calendar days of the matter being submitted to it. Neither party shall have any ex parte communications with any members of the Board of Trustees regarding the issue in dispute and all contacts with the Board of Trustees in regard to the issue in dispute shall be in writing with a copy of the communication being given to the other party. The Decision of the Board of Trustees of the Association shall be final in the absence of a clear abuse of its discretion. However, the Association may, in its sole discretion, institute legal proceedings to further resolve the issue by final judicial determination.
5. While the coverage issue is being resolved, MVRMA shall investigate, adjust and defend the claim or lawsuit which generated the coverage dispute and shall keep the involved city fully informed.

If, during the coverage dispute, the Association proposes to settle any pending claims or suit, it may do so in accordance with Article XIV of the Amended Agreement and Bylaws of Miami Valley Risk Management Association, Inc. If, during the course of the coverage dispute, the member city believes it would be prudent to settle the pending claim or lawsuit, it may do so as its own expense after giving notice to the Association. The settlement of any such claim or lawsuit shall not affect the resolution of any coverage dispute unless both parties agree. If the coverage dispute is decided in favor of the party which paid the claim or settled the lawsuit, that party shall be reimbursed by the other party for the amount paid to the claimant, include legal expenses.

** "Claims Manager" means either the Claims Manager employed by the Association or the contracted third-party claims administrator.*

MIAMI VALLEY RISK MANAGEMENT ASSOCIATION

SUBROGATION POLICY

Originally Adopted by MVRMA Board: December 16, 1991

**Amended by MVRMA Board: June 15, 1992
 June 16, 2008
 March 19, 2018
 March 15, 2021**

PURPOSE

This policy has been established to clarify the manner in which subrogation claims will be managed by the Miami Valley Risk Management Association on behalf of MVRMA member municipalities. A “subrogation claim” is defined as a loss against a member which was caused by the negligent act of a third party.

POLICY STATEMENT

It shall be the policy of the Miami Valley Risk Management Association to direct the MVRMA Claims Manager* to facilitate the collection of damages caused by the negligent act(s) of third parties on behalf of MVRMA members upon request. However, claims eligible for subrogation shall not be reimbursed to members from any MVRMA loss fund, unless subrogation efforts fail to make the member municipality whole. Then, only the unrecoverable amount shall be paid by MVRMA to the extent it is a covered claim under MVRMA coverage documents.

Subrogation losses, with the sole exception of situations where full recovery from a third-party becomes impossible, shall not be counted as losses against member municipalities in calculating four-year average annual loss figures. In these rare instances, only the amount paid out of a MVRMA loss fund shall be counted as loss experience against the member.

Members may report subrogation claims to the Claims Manager or third party claims administrator. When a claim is appropriately subrogated against a third party, the Claims Manager shall direct the member municipality to pay for repairs to (or for the replacement of) its damaged property, and to await reimbursement from the negligent third party (and/or their insurer) which caused the damage.

If the MVRMA Claims Manager is unable to recover on behalf of the member City, the Claims Manager shall so notify the City. The Claims Manager, in consultation with the member City and the MVRMA Executive Director, may then assign the claim to legal counsel for litigation. At this juncture, the member City incurring the claim may request that the Association reimburse its loss.

If the City chooses to have its loss reimbursed, the claim shall be treated like any other insured loss, subject to member deductibles and counted as part of the member's loss history. These costs shall include the additional costs of litigation. The City may, alternatively, choose to await the final outcome of litigation to avoid incurring the full loss as part of its loss history.

* *“Claims Manager” means either the Claims Manager employed by the Association or the contracted third-party claims administrator.*

MIAMI VALLEY RISK MANAGEMENT ASSOCIATION

RISK TRANSFER POLICY

Originally Adopted by MVRMA Board: December 21, 1992

Amended: March 19, 2018

PURPOSE

The transfer of risk is an essential tool for controlling risk. Proper indemnification and insurance language in leases, purchase agreements, service agreements, and contracts enable public entities to protect themselves from unnecessary exposure to risk and liability, particularly when the public entity does not have direct control over the activities of a third-party service provider.

The purpose of this policy is to encourage MVRMA members to proactively define the legal and financial responsibility for work performed or services provided by third-parties in behalf of the Association's members.

POLICY STATEMENT

Effective with the adoption of this policy, it shall be the policy of the Miami Valley Risk Management Association to encourage its members to shift the legal and financial responsibility, whenever reasonably possible, for losses or potential losses caused by the actions of third parties to those third-parties which perform work or provide services to the member city. This transfer of risk may occur through a variety of means including, but not limited to, the employment of appropriate language in leases, purchase and service agreements, and contracts.

RISK TRANSFER PROCEDURES:

The transfer of risk shall be made formally and in writing and include contractual elements such as indemnification agreements, insurance requirements including additional insured status for the member city and the required provision of certificates of insurance, etc.

Among the services and activities which shall be considered for transfer to other persons, organizations or entities are Special Events (including fairs, carnivals, parades, and other activities that involve vehicles, animals, large crowds, or the sale of alcohol), Building and Street Design, Construction, and Maintenance Activities, Emergency Services, Human Services (including mental health care centers, day-care providers, etc.), and Environmental Management Programs (including landfills, trash collection, recycling service providers, and resource recovery facilities).

The MVRMA staff shall provide model indemnification agreements, model insurance requirements language for contracts, checklists, or other information at the member's request. If requested by the member, the MVRMA staff shall also provide consultation services to the member and provide assistance in contract review in order to ensure that this policy is administered most effectively.

Nothing in this policy shall limit the insurance protection against loss or injury afforded to each of MVRMA's members. However, non-compliance with this policy may result in Board action requiring the City in violation of said policy to reimburse MVRMA for the litigation defense costs incurred by MVRMA resulting from the failure, or face possible expulsion under Article XVI (b) of the MVRMA by-laws.

MIAMI VALLEY RISK MANAGEMENT ASSOCIATION

REAL PROPERTY APPRAISAL POLICY

Originally Adopted by MVRMA Board: March 21, 1994

PURPOSE

Consistent valuation of all real property owned or leased by MVRMA member cities is an integral component in making MVRMA's annual Pool Contribution Factor calculation which is designed to equitably allocate the cost of risk attributable to each Association member. Consistent valuation of real property is also an important factor in determining the amount of commercial property insurance which the Association needs to purchase to protect its members. This policy has been established to ensure that all real property owned or leased by MVRMA member cities is consistently and regularly appraised.

POLICY STATEMENT

Effective April 1, 1994, all MVRMA members shall maintain a current appraisal of all buildings and structures with a value in excess of \$50,000. Members which join the Association shall come into compliance with the requirements of this policy within twelve (12) months of admission into MVRMA. All members having initially complied with the requirements of this policy shall cooperate with the Association's efforts to perform appraisal updates as the MVRMA Board shall, from time to time, require.

MIAMI VALLEY RISK MANAGEMENT ASSOCIATION
SPECIAL EVENTS INSURANCE REQUIREMENT POLICY

Originally Adopted by MVRMA Board: December 15, 1997

Amended: March 15, 2004
 June 16, 2008
 September 22, 2014
 June 18, 2018

PURPOSE

The purpose of this policy is to protect, to the greatest extent possible, our member cities from unnecessary loss. In adopting and following this policy, it is expected the majority, if not all exposure to risk, will be transferred to third parties.

POLICY STATEMENT

Parks and land, which are open to the public without payment of a fee or other consideration, are within the purview of the recreational user immunity statute provided under Ohio law. However, MVRMA realizes, in certain circumstances:

- A member city will charge a rental fee to a third party for the use of its land, park, or ball fields;
- The third party will charge a participation fee and/or admission fee to the general public;
or
- The third party will have exclusive use of the facilities.

In these situations, it is the policy of the Miami Valley Risk Management Association to require a rental/use agreement between the member city and the third party. The rental/use agreement shall provide hold harmless/indemnification language in favor of the member city and insurance requirements.

The third party shall secure liability insurance satisfactory to the member city which covers the following Additional Insureds: The City of _____, Ohio, its elected and appointed officials, all employees, agents, volunteers, all boards, commissions and/or authorities and board members, including employees, agents and volunteers thereof. The third party shall be required to make their coverage primary to the Additional Insureds and not contributing with any other insurance or similar protection available to the Additional Insureds whether other available coverage be primary, contributing, or excess.

Tenant/User Events

Company, organization or individually sponsored special events or activities held on city premises or right-of-way should be considered for appropriate risk transfer practices as noted above. Examples of these events or activities include fairs, carnivals, festivals, concerts, parades and other activities that involve vehicles, animals, large crowds, concessionaires, rides, or the sale or distribution of alcohol. MVRMA recommends the third party event organizer obtain insurance

coverage with limits of no less than \$1,000,000 per occurrence for bodily injury and property damage, including operations, products and completed operations, with liquor liability coverage, if applicable. If the event or activity presents no substantial health or safety risk, the city may waive the insurance requirement.

City Sponsored Events

Regardless of whether a fee is charged, most claims for city sponsored events will be covered by MVRMA. However, these events pose a threat of loss which, if incurred, would increase the city's loss experience and affect future contributions to the pool. To avoid that potential, MVRMA recommends obtaining Special Event Liability Insurance. Coverage can be expanded to cover co-sponsors as additional insureds, if desired. Concessionaires can be included on the policy if they are unable to obtain coverage elsewhere. Special Event Liability Insurance is a pass through cost to the member city and normally has no deductible. Application for this coverage may be made through the MVRMA office.

Members are encouraged to consider whether their event contains risk exposures, such as hot air ballooning or sky diving that are not covered by MVRMA. In these instances, the member is strongly encouraged to transfer the risk to the provider of the service or other third party by requiring the third party to provide a written indemnification in favor of the City and appropriate insurance with the City named as an additional insured.

MIAMI VALLEY RISK MANAGEMENT ASSOCIATION
BOND COVERAGE POLICY

Originally Adopted by MVRMA Board: 6/28/00

Amended: December 18, 2017

PURPOSE

This policy has been established in order to define Miami Valley Risk Management Association's process for providing scheduled surety bonds to its members.

POLICY STATEMENT

Effective 06/28/00, it shall be the policy of the Miami Valley Risk Management Association to provide only those scheduled surety bonds required by charter, ordinance or other statutory requirements as part of the normal coverage furnished to members. MVRMA will provide crime coverage for all members' employees, therefore members may determine that additional bonds are not necessary.

Documentation of all required scheduled bonds shall be provided to MVRMA at the time of application. It is further stated that for any member requiring "all employee" be bonded, the limit for coverage within the MVRMA program will be \$2,500 per employee. Bonds obtained through MVRMA, which are not required as referenced above, will be an additional expense billed separately to the member city.

MIAMI VALLEY RISK MANAGEMENT ASSOCIATION

POOL COVERAGE AND LIMIT POLICY

Originally Adopted by MVRMA Board: September 16, 2002

Amended: March 21, 2005

PURPOSE

The purpose of this policy is to clarify the insurance coverage and limits provided by the Pool. Additionally, this policy will provide a process for securing optional coverage and/or increased limits for individual members.

POLICY STATEMENT

It is the policy of the Miami Valley Risk Management Association that the Board of Trustees shall establish the Pool coverage and limits for the upcoming year, which shall apply to all members. The insurance premium for the pool coverage shall be allocated based upon the pool contribution factor.

It is recognized that both the insurance coverage and limits are subject to change. Market conditions, capacity, price, loss experience and risk exposure may potentially affect the available coverage and limits. In addition, various insurers may increase or decrease limits of coverage, have various exclusions or provide certain sub-limits on coverage based upon insurance underwriting conditions. There is no guarantee from one year to the next that policy coverage or limits will remain the same.

The Executive Director will review with the Finance Committee, at least once every two years, the total liability limit for the Pool. The purpose of this review is to establish the desired liability limit. They will consider but not limit themselves to such issues as the tort climate, changes in tort caps or governmental immunity, trends in civil litigation that may justify increased limits, insurance market conditions, similar limits of other public entity pools, large losses incurred by the Pool, and the financial impact of purchasing higher limits. As a guideline, the total liability limit for the Pool should not be less than \$5 million per occurrence for each member with a desired total limit of \$10 million per occurrence.

In accordance with Article XIII. Additional Insurance of the MVRMA Agreement and Bylaws, the Board recognizes some members may desire higher limits than provided in the pool coverage. Accordingly, members will be afforded the opportunity to purchase optional coverage limits to the extent they are available. The cost will be passed directly through to the member.

It is also understood that from time to time members may need insurance coverage that is not part of the approved pool coverage program. Members are free to secure those coverage needs separately from MVRMA. However, if the member desires, MVRMA,

through its Broker, will attempt to secure coverage at the limits and deductible desired by the member. If the member elects to approve the placement of this coverage, the cost will be passed directly through to the member.

MIAMI VALLEY RISK MANAGEMENT ASSOCIATION
AUTO PHYSICAL DAMAGE POLICY

Originally Adopted by MVRMA Board: 12/16/02

Amended: 12/15/03
03/21/05
09/17/18

PURPOSE

The purpose of this policy is to define the limits and scope of liability for which MVRMA would be financially responsible for its members' auto physical damage claims.

COVERAGE STATEMENT

MVRMA's obligation to pay auto physical damage claims shall be subject to the terms of the MVRMA Property Memorandum of Coverage. Vehicles will be covered for stated value, which is the amount shown on the policy vehicle schedule as the original cost of the vehicle, or cost of repair, whichever is less.

MIAMI VALLEY RISK MANAGEMENT ASSOCIATION

Kettering, Ohio

LIABILITY COVERAGE DOCUMENT 2021LY33A

Adopted by MVRMA Board: 12/21/20

DECLARATIONS PAGE

This Declarations Page with coverage provisions and endorsements, if any, issued to form a part thereof, completes the below numbered Coverage Document.

Item 1. Named Members Miami Valley Risk Management Association and City of Beavercreek, City of Bellbrook, City of Blue Ash, City of Centerville, City of Englewood, City of Fairfield, Village of Indian Hill, City of Kettering, City of Madeira, City of Mason, City of Miamisburg, City of Montgomery, City of Piqua, City of Sidney, City of Springdale, City of Tipp City, City of Troy, City of Vandalia, City of West Carrollton, City of Wilmington, and City of Wyoming.

Item 2. Document Number 2021LY33A

Item 3. Coverage Period From: January 1, 2021 To: January 1, 2022
12:01 A.M. Standard Time at the mailing address of the **Member**

Item 4. Description

Coverage A	Personal Injury Liability
Coverage B	Property Damage Liability
Coverage C	Public Officials Errors and Omissions Liability
Coverage D	Unfair Employment Practices Liability
Coverage E	Employee Benefit Liability
Coverage F	Employer Stop Gap Liability

Item 5. Limits

(1) The limit of the **Association's** liability are:

(a) Coverages A, B, C, D, E and F: \$12,000,000 any one **Occurrence** or **Wrongful act** or series of continuous, repeated or related **occurrences** or **wrongful acts**.

(2) The Annual Aggregate limits of the **Association's** liability are as follows:

(a) Products/Completed Operations: \$12,000,000;

- (b) Coverage C & Coverage E Combined: \$12,000,000;
- (c) Coverage D: \$12,000,000.
- (d) Coverage F: \$12,000,000.

Annual Aggregate limits specified above apply separately to each *Member*.

Item 6. Member Deductible \$2,500.00 per occurrence

Item 7. Endorsements Endorsements attached to this coverage document at inception include: 1-21 Additional Covered Person or Entity – Independent Contractors, 2-21 Additional Covered Person or Entity – Manager or Lessors of Premises, 3-21 Additional Covered Persons or Entity – Designated Person or Organization, 4-21 Police Impound Lot Property Damage Liability Coverage, 5-21 Schedule of Community Improvement Corporations to Amend Persons or Entities Covered, 6-21 Health Care Provider Professional Acts, Errors or Omissions Coverage, 7-21 Dam Liability Coverage, 8-21 Schedule of Joint Venture to Amend Persons or Entities Covered, 9-21 Schedule of EMS Directors for Administrative Duties, 10-21 Schedule of Municipal Courts to Amend Persons or Entities Covered, 11-21 Excess Insurance Coverage for Fireworks or Pyrotechnics Displays or Events, 12-21 Limited Coverage for Designated Unmanned Aircraft, 13-21 Coverage Related to “Specialized Law Enforcement Operations” Pursuant to “Hamilton County, Ohio Amended and Restated Mutual Aid Agreement for Law Enforcement, 14-20 Retroactive Date Endorsement.

MIAMI VALLEY RISK MANAGEMENT ASSOCIATION

**By: /s/ Thomas L. Judy
Thomas L. Judy
Executive Director**

PURPOSE

The purpose of this document is to define the limits and the scope of coverage for which Miami Valley Risk Management Association (*Association*) would be financially responsible under its liability program. Read the entire document carefully to determine rights, duties, and what is and is not covered. Words and phrases, which have special meaning, appear in *italic* and are defined in the Definition Section.

COVERAGE

Coverage A	Personal Injury Liability
Coverage B	Property Damage Liability
Coverage C	Public Officials Errors and Omissions Liability
Coverage D	Unfair Employment Practices Liability
Coverage E	Employee Benefit Liability
Coverage F	Employer Stop Gap Liability

The *Association* will pay on behalf of covered persons or entities, subject to its Limits of Liability, the *ultimate net loss*, in excess of the Deductible (see Declarations Page), which the covered person or entity shall become legally obligated to pay as *damages* because of *claims* to which this coverage document applies caused by an *occurrence* or a *wrongful act*. This coverage applies only to *occurrences* or *wrongful acts* that occur during the coverage period as shown on the Declarations Page, and/or any retroactive date endorsement, and within the coverage territory. The *Association* will pay, subject to the Limits of Liability, on behalf of Covered Persons or Entities the *ultimate net loss*, in excess of the Deductible (see Declarations Page), which the Covered Person or Entity shall become legally obligated to pay as *damages* because of bodily injury or property damage resulting from the ownership, maintenance or use of an automobile owned by, leased to, rented by, on or behalf of a Member. No uninsured or under insured motorist coverage is provided under this Document for any occurrence with an uninsured or underinsured motorist.

DEFENSE COSTS

The *Association* has the right and duty to defend, appeal, at its sole discretion, and control any *claim* or suit arising out of any *occurrence* or *wrongful act* seeking *damages* to which this coverage applies. In such event, the *Member* and/or covered persons or entities shall cooperate fully. If a *claim* is made or a suit is brought, the *Member* shall notify the *Association* in writing. The *Association* will investigate any covered *occurrence* or *wrongful act* and in accordance with the *Association* policies and procedures, defend and/or settle any covered *claim* or suit that may result.

If a settlement is made or a judgment is entered against a covered person or entity for a covered *claim*, the *Association* shall pay the amount of the *Ultimate Net Loss*, excess of the deductible, up to the limits set forth in the Declarations Page.

The *Association* shall not be responsible for any further *ultimate net loss* after the applicable limit of liability set out in Item 5 of the Declarations has been exhausted by the payment of *ultimate net loss*. It is further agreed that the *Association* has no obligation to incur or pay any cost, or investigate, or defend or settle any *claim* unless the allegations contained in the *claim* are covered by this coverage document. Should the covered person or entity retain its own counsel to assist the covered person or entity in the defense of any *claim*, the *Association* shall have no obligation to pay any cost or expenses resulting from the retention of counsel by the covered person or entity. Retention of its own counsel by a covered person or entity shall not in any manner effect or diminish the *Association's* exclusive right to control the defense or settlement of any *claim* or suit.

THE ASSOCIATION'S LIMIT OF LIABILITY

- A. Regardless of the number of (1) covered persons or entities under this coverage document, (2) persons or organizations who sustain injury or damage, or (3) *claims* made or *suits* brought; and
- B. Subject to Paragraph C. below, the Limits set forth in Item 5 (1) of the Declarations Page applies as follows, regardless of the number of covered persons or entities:
1. *Coverage A. Personal Injury Liability and Coverage B. Property Damage Liability* limits – The *Personal Injury Liability* and *Property Damage Liability* limits are the most the *Association* will pay, excess of the Member Deductible set forth in the Declarations Page, for all *Ultimate Net Loss* because of all *Personal Injury* or *Property Damage* arising out of any one *Occurrence*.
 2. *Coverage C. Public Officials Errors and Omissions Liability* limit –The *Public Officials Errors and Omissions* limit is the most the *Association* will pay, excess of the Member Deductible set forth in the Declarations Page, for all *Ultimate Net Loss* because of all *Public Officials Errors and Omissions* arising out of any one *Wrongful Act*.
 3. *Coverage D. Unfair Employment Practices Liability* limit – The *Unfair Employment Practices Liability* limit is the most the *Association* will pay, excess of the Member Deductible set forth in the Declarations Page, for all *Ultimate Net Loss* because of all *Unfair Employment Practices* liability arising out of any one *Wrongful Act*.
 4. *Coverage E. Employee Benefit Liability* limit – The *Employee Benefit Liability* limit is the most the *Association* will pay, excess of the Member Deductible set forth in the Declarations Page, for all *Ultimate Net Loss* because of all *Employee Benefit Liability* arising out of any one *Wrongful Act*.
 5. *Coverage F. Employer Stop Gap Liability* limit – The *Employer Stop Gap Liability* limit is the most the *Association* will pay, excess of the Member Deductible set forth in the Declarations Page, for all *Ultimate Net Loss* because of all *Employer Stop Gap Liability* arising out of any one *Occurrence* or *Wrongful Act*.
- C. With respect to *Coverage A. Personal Injury*, *Coverage B. Property Damage*, *Coverage C. Public Officials Errors and Omissions*, *Coverage D. Unfair Employment Practices*, *Coverage E. Employee Benefit Liability*, and *Coverage F Employer Stop Gap Liability*, or any combination thereof, the *Association's* liability shall be limited to the *Ultimate Net Loss* as the result of any one *Occurrence* or *Wrongful Act*, not exceeding the limit set forth in Item 5 (1) of the Declarations Page for all covered persons or entities.

D. Subject to A. above, the aggregate limits set forth in item 5 (2) of the Declarations Page apply as shown below:

1. *Products-Completed Operations Hazard* Aggregate: The *Products-Completed Operations Hazard* Aggregate limit of this Coverage Document is the most the *Association* will pay under Coverage A. Personal Injury Liability and Coverage B. Property Damage Liability for all *Ultimate Net Loss* because of *Personal Injury* or *Property Damage* included in the *Products-Completed Operations Hazard* for all *Occurrences* during the Coverage Period set forth in the Declarations Page.
2. Coverage C. Public Officials Errors and Omissions Liability and Coverage E. Employee Benefit Liability Combined Aggregate: The Public Officials Errors and Omissions Liability and Employee Benefit Liability Aggregate limit of this Coverage Document is the most the *Association* will pay for all *Ultimate Net Loss* because of *Public Officials Errors and Omissions* and *Employee Benefit Liability* for all *Wrongful Acts* during the Coverage Period set forth in the Declarations Page.
3. Coverage D. Unfair Employment Practices Liability Aggregate: The Unfair Employment Practices Liability Aggregate limit of this coverage document is the most the *Association* will pay for all *Ultimate Net Loss* because of *Unfair Employment Practices* for all *Wrongful Acts* during the Coverage Period, set forth in the Declarations Page.
4. Coverage F. Employer Stop Gap Liability Aggregate: The Employer Stop Gap Liability Aggregate limit of this coverage document is the most the *Association* will pay for all *Ultimate Net Loss* because of *Employer Stop Gap Liability* for all *Occurrences* or *Wrongful Acts* during the Coverage Period, set forth in the Declarations Page.

These Aggregate Limits of Liability set forth in Item 5(2) of the Declarations Page apply separately to each “*Member*”.

For the purpose of determining the limit of the *Association*’s liability, all *ultimate net loss* arising from *damages* for covered *claims* arising out of continuous, repeated, or related exposure to substantially the same general conditions shall be considered as arising out of one *occurrence* or *wrongful act*, as the case may, and shall be deemed to have taken place during the last Coverage Period in which *damages* last occurred and only that limit of liability shall apply.

For the purpose of determining the limit of the *Association*’s liability, all *ultimate net loss* arising from unwelcome or offensive verbal or physical conduct against another, including sexual abuse or sexual molestation and any alleged failure to prevent such conduct, whether committed by the same perpetrator or two or more perpetrators acting in concert and

without regard to the number of incidents taking place, or the number of claimants involved, shall be considered as arising out of one *occurrence* or *wrongful act*, as the case may be, and shall be deemed to have taken place during the last coverage period in which the *occurrence* or *wrongful act* last occurred and only that limit of liability shall apply.

COVERAGE TERRITORY

This coverage document applies to an *occurrence* or *wrongful act* occurring during the Coverage Period in the United States of America, its territories or possessions, the Commonwealth of Puerto Rico, the District of Columbia and Canada; but shall also include incidental exposures elsewhere.

COVERED PERSONS OR ENTITIES

- (A) The *Member*.
- (B) Those individuals who were or now are elected or appointed officials of the *Member*, including persons constituting its governing body, volunteers of the *Member*, trustees and persons serving on, or participating in, any other committees, boards or commissions of the *Member*, and any volunteers of such committees, boards or commission, while acting in good faith for or on behalf of the *Member* and within the course and scope of their employment or assigned duties.
- (C) Present employees or *contract employees* of the *Member* while acting in good faith for or on behalf of the *Member* in the course and scope of their employment.
- (D) Past employees or *contract employees* of the *Member* while they were acting in good faith for or on behalf of the *Member* in the course and scope of their employment.
- (E) Any person operating an *automobile* owned by, leased to, rented by, or on behalf of, a *Member*, within the permission granted by the *Member* or within the permission granted by an employee or elected or appointed official of the *Member* to whom the *automobile* has been entrusted by the *Member*. Persons or entities covered shall not apply to any person who, at the time of the occurrence, does not possess a valid license to operate a motor vehicle. Persons or entities covered shall not apply to any person or organization, or to any agent or employee thereof, while working in a business of selling, servicing, repairing, delivering, testing, road testing, parking or storing *automobiles*, unless such work is performed by the *Member*.
- (F) Community Improvement Corporations, including their governing boards and volunteers, designated by the *Member* to perform governmental functions under ORC 1724.10 and which have been expressly scheduled by Endorsement to this Coverage Document.

EXCLUSIONS

This coverage document does not apply:

- (A) To any obligation for which the *Member* or any carrier as the insurer for the *Member* may be held liable under any workers' compensation, occupational disease, unemployment compensation or disability benefits law, or under any similar law. To *bodily injury* to any employee of the *Member* arising out of and in the course of his or her employment by the *Member*, which is one that is, would be, or could be covered by the workers' compensation laws of the State of Ohio.
- (B) Reserved.
- (C) To any liability for *Property Damage* to:
 - (1) Real Property occupied by or leased to the *Member*, its agents or subcontractors;
 - (2) Real or Personal Property used by the *Member*, its agents or subcontractors; or
 - (3) Real or Personal Property in the *Member's*, its agent's or subcontractor's care, custody or control or as to which the *Member*, its agent or subcontractor is for any purpose, exercising control.
- (D) As respects liability assumed by the *Member* under any contract:
 - (1) To any *Personal Injury* or *Property Damage* for which the covered person or entity is obligated to pay *Damages* by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for *Damages*:
 - (a) That the covered person or entity would have in absence of the contract or agreement; or
 - (b) For *Bodily Injury* or *Property Damage* assumed in a contract or agreement that is a *Covered Contract*, provided the *Bodily Injury* or *Property Damage* occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in a *Covered Contract*, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than a covered person or entity are deemed to be *Damages* because of *Bodily Injury* or *Property Damage*, provided:
 - (i) Liability to such party for, or the cost of, that party's defense has also been assumed in the same *Covered Contract*; and
 - (ii) Such attorney fees and litigation expenses are for defense of that party against a civil or alternate dispute resolution proceeding in which *Damages* to which this coverage document applies are alleged.

- (2) To any *claim*, judgment or agreement from any arbitration proceeding wherein the *Association* is not entitled to exercise with the covered person or entity the covered person's or entity's rights in the choice of arbitrators, and in the conduct of such proceedings.
 - (3) To indemnifying for the party's own negligence with respect to the *Covered Contract*.
- (E) To *Personal Injury* or *Property Damage* liability arising out of:
- (1) The ownership, maintenance, loading or unloading, use or operation of any *aircraft*, airfields, runways, hangars, buildings or other properties in connection with aviation activities;
 - (2) Skydiving, hot air ballooning, hang gliding, or other similar aerial activities.

However, in connection with airfields, runways, hangers, buildings or other properties in connection with aviation activities, this exclusion shall not apply to those areas open to the public for the purpose of entering, leaving, or using the airport facilities, including parking lots and garages; and as respects vendors and tradesmen, this coverage shall be excess over any valid and collectible insurance. "Loading" and "unloading" of *aircraft* as set forth above shall not apply to paramedics, nurses or emergency medical technicians employed or acting on behalf of the *Member*.

- (F) To *Personal Injury* or *Property Damage* or *Public Officials Errors and Omissions Liability* arising out of a covered person's or entity's ownership, maintenance, use or entrustment to others of any *unmanned aircraft system*. Use includes operations and loading or unloading. This exclusion applies even if the claims against any covered person or entity allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that covered person or entity, if the occurrence which caused the *Personal Injury* or *Property Damage* involved the covered person's or entity's ownership, maintenance, use or entrustment to others of an *unmanned aircraft system*.

As used in this exclusion, an *unmanned aircraft system* owned, maintained, used or entrusted by a covered person or entity shall include any *unmanned aircraft system* owned, maintained, used or entrusted by any third party under any contract, lease, or any other arrangement, between said third party and a covered person or entity on behalf of, or for the benefit of, a covered person or entity.

As used in this exclusion, loading or unloading means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an *unmanned aircraft*;

- b. While it is in or on an *unmanned aircraft*; or
 - c. While it is being moved from an *unmanned aircraft* to the place where it is finally delivered; but loading and unloading does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the *unmanned aircraft*.
- (G) To *Personal Injury* or *Property Damage* due to the use or operation by or on behalf of the *Member* as respects:
- (1) Any hospital, nursing home or assisted living facility;
 - (2) Any health care provider because of his or her professional acts, errors or omissions, except for paramedics, emergency medical technicians, medical examiners or nurses, but then only when in the employ or volunteer capacity of the *Member*;
 - (3) Any clinic or infirmary that has a) overnight facilities; or b) that performs invasive surgery of any kind; or
 - (4) Any pharmacy.
- (H) To *claims* or loss or *damage* or any liability arising out of or in connection with the principles of eminent domain, mandamus to compel eminent domain, the “taking” of property, any violations of civil rights resulting from the “taking” of property, condemnation proceedings or inverse condemnation by whatever name regardless of whether such *claims* are made directly against a covered person or entity or by virtue of any agreement entered into, by or on behalf of a covered person or entity.
- (I) To liability arising out of the failure to supply a specific amount of electrical power, fuel, or steam or to liability arising out of the interruption of or fluctuations or variability in the supply of electrical power, fuel, or steam.
- (J) To *personal injury* or *property damage* arising out of the ownership, maintenance, operation, use, loading or unloading of (1) any *watercraft* owned or operated by or rented or loaned to a covered person or entity, or (2) *watercraft* operated by any person in the course of his employment by the *Member*.

However, this exclusion shall not apply to any owned *watercraft* less than or equal to 30 feet or any non-owned *watercraft* less than or equal to 50 feet in length or to any *watercraft* while ashore or on premises owned or controlled by the *Member*.

- (K) To *Personal Injury*, *Property Damage* or *Public Officials Errors and Omissions*:
- (1)
 - (a) With respect to which the covered person or entity is also an insured under a nuclear energy liability policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, any similar policy or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

- (b) Resulting from the *hazardous properties of nuclear material* and with respect to which (i) any person or any organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, (ii) the covered person or entity is, or had this policy not been issued would be, entitled to indemnity from the United States of America or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
 - (c) With respect to expenses incurred resulting from the *hazardous properties of nuclear material* and arising out of the operation of a *nuclear facility* by any person or organization.
- (2) Under any liability coverage, to injury, sickness, disease, death or destruction, *bodily injury* or *property damage* resulting from the *hazardous properties of nuclear material*, if:
- (a) The *nuclear material* (i) is at any *nuclear facility* owned by the *Member* or operated by or on behalf of, a covered person or entity, or (ii) has been discharged or dispensed therefrom;
 - (b) The *nuclear material* is contained in *spent fuel* or *waste* at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of a covered person or entity; or
 - (c) The injury, sickness, disease, death or destruction, *bodily injury* or *property damage* arises out of the furnishing by a covered person or entity of services, materials, parts or equipment in connection with the planning, construction, maintenance, operating or use of any *nuclear facility*, but if such facility is located within the United States of America, its territories, or possessions or Canada, this exclusion, (2)(c) applies only to injury to or destruction of Property to such *nuclear facility* and any property there at.
- (3) As used in this exclusion:
- (a) “*hazardous properties*” includes radioactive, toxic or explosive properties;
 - (b) “*nuclear material*” means source material, special nuclear material or by-products material;
 - (c) “*source material*”, “*special nuclear material*” and “*by-product material*” have the meanings given them in the Atomic Energy Act of 1954 or any law amendatory thereof;
 - (d) “*spent fuel*” means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;
 - (e) “*waste*” means any waste material (i) containing by-products other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material contents and (ii) resulting from the operation by any person or organization of a nuclear facility included within the definition of *nuclear facility* below;
 - (f) “*nuclear facility*” means:

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

(L)

- (1) To any *claim* for *personal injury*, or *property damage*, or *public officials errors and omissions* arising out of the discharge, dispersal, release or escape of *pollutants*, anywhere in the world;
- (2) To any obligation to defend any suit or *claims* against a covered person or entity *Member* alleging *personal injury*, or *property damage*, or *public officials errors and omissions* and seeking *damages*, if such suit or *claim* arises from *personal injury*, or *property damage*, or *public officials errors and omissions* arising out of the discharge, dispersal, release or escape of *pollutants*, anywhere in the world;
- (3) To any loss, cost or expense arising out of any governmental direction or request that a covered person or entity test for, monitor, clean up, remove, contain, treat, detoxify or neutralize *pollutants*;
- (4) To any loss, cost or expense incurred by a governmental unit or other third party, including but not limited to cost of investigation and monitoring, and attorneys' fees, relating to activities in connection with efforts to test for, monitor, clean up, remove, contain, trace, detoxify or neutralize *pollutants*.

Notwithstanding the above exclusion the following shall be excepted from this exclusion:

- (a) Hostile fire. Hostile fire means one, which becomes uncontrollable or breaks out from where it was intended to be;
- (b) Collision, upset, or overturn of any *automobile*: For the purpose of this exclusion an *automobile* shall mean any licensed vehicle operated on public roads and highways and any mobile equipment;

- (c) Chlorine leaks and pesticide/herbicide applications; and
- (d) Sanitary or storm sewer backups.

- (1.) As respects to sanitary sewer and/or storm sewer backup claims caused by a weather event, an *occurrence* shall mean bodily injury or property damage arising directly or indirectly out of storm or waste sewage backup, escape or release if such claim was:
 - (i) the result of the same weather event taking place during a period of no greater than 72 consecutive hours; and
 - (ii) demonstrable as having commenced at a time and date identifiable during the Coverage Period.
- (2.) As respects to sanitary sewer and/or storm sewer back up claims caused by a collapse or a failure of a sanitary or storm sewer, an *occurrence* shall mean *bodily injury* or *property damage* arising directly or indirectly out of the storm or waste sewage backup, escape or release if such claim was:
 - (i) the result of a storm or sanitary sewer collapse or failure caused by negligent maintenance or operation of the sanitary or storm sewer; and
 - (ii) demonstrable as having collapsed or failed at a time and date identifiable during the Coverage Period.

“*Pollutants*” means any actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. “*Pollutants*” shall not include potable water, water distributed to the consumers intended to be potable water, agricultural water or water furnished for commercial users. Waste includes materials to be recycled, reconditioned or reclaimed. Waste shall not include water, whether recycled, reconditioned or reclaimed.

(M)

- (1) To any *damages*, losses, costs or expenses that may be awarded or incurred by reason of any *claim* or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the *lead hazard, asbestos hazard or silica hazard*; or
- (2) To any *damages*, losses, costs or expenses that arise out of any request, demand or order to test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of lead hazard, asbestos hazard or silica;
- (3) To any *damages*, losses, costs or expenses that arise out of any *claim* or suit for *damages* because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in way responding to or assessing the effects of *lead hazard, asbestos hazard or silica*; or

- (4) To any *damages*, losses, costs or expenses arising from or related to any government direction or request that a covered person or entity test for, monitor, clean up, remove, contain, treat, detoxify or neutralize any *lead hazard*, *asbestos hazard* or *silica hazard*.

As used in this exclusion, “*lead hazard*, *asbestos hazard* or *silica hazard*” means an exposure or threat of exposure to the actual or alleged properties of lead, asbestos or silica and includes the presence of lead, asbestos or silica in any form.

- (N) As respects any liability imposed upon a covered person or entity (or which is imputed to a covered person or entity) under the “Employee Retirement Income Security Act of 1974” and any law amendatory thereof.
- (O) To any liability arising out of the rupture, bursting, overtopping, accidental discharge or partial or complete structural failure of any *dam*.
- (P) To any liability for *property damages* arising out of *subsidence*.
- (Q) Under Coverage C, Public Officials Errors and Omissions Liability, for:
- (1) *Personal injury* or *property damage* as defined in the coverage document;
 - (2) Demands due to back wages and benefits, front wages, or overtime, future benefits, severance obligations, or similar demands, even if liquidated *damages* under any federal, state, or local statute, rule or regulation; or demands due to any collective bargaining agreements, provided, however, that amounts payable as *damages* for: back wages and back benefits, front wages and future benefits that arise from an otherwise covered *claim* are covered up to a limit of liability of \$75,000.00 per claim and \$75,000.00 in the annual aggregate;
 - (3) The collection, refund, disbursement or application of any taxes; any refund, assessment or adjustments of taxes, fees or assessments; and/or failure to anticipate shortfalls of tax revenue or other revenue, any disgorgement or restitution of any amounts alleged to have been wrongfully collected or retained, whether as fees, taxes, assessments or otherwise;
 - (4) (a) Liability of a covered person or entity arising in whole or in part, out of any covered person or entity obtaining remuneration or financial gain to which the covered person or entity was not legally entitled or (b) liability arising out of the willful violation of a penal code or ordinance committed by or with the knowledge or consent of any covered person or entity; except that any fact pertaining to any other covered person or entity shall not be imputed to any other covered person or entity for the purpose of determining application of these exclusions (Q)4(a) and (Q)4(b);
 - (5) Liability of any covered person or entity arising out of estimates of probable costs or cost estimates being exceeded or for faulty preparation of bid specifications or for faulty preparation of bid specifications or plans or failure

to award contracts in accordance with statute or ordinance which under law must be submitted for bids;

- (6) Injury to, destruction or disappearance of any tangible property (including money) or the loss of use thereof;
- (7) Failure to perform or breach of a contractual obligation;
- (8) Liability arising out of knowingly violating any statute, law, act, or ordinance, whether Federal, State, City, County or District;
- (9) Liability arising out of the willful commission of a crime; or
- (10) Liability arising out of or in connection with *subsidence*.
- (11) Liability arising out of claims or demands seeking restitution of monies, or benefits, alleged to be wrongfully retained or received, or alleging unjust enrichment of a covered person or entity.

(R) Under Coverage D, Unfair Employment Practices Liability, for:

- (1) Strikes and Lockouts. This coverage document does not apply to any *claim* or *claims* for loss arising out of a lockout, strike, picket line, replacement or similar actions in connection with labor disputes or labor negotiations.
- (2) W.A.R.N. Act. This coverage document does not apply to any *claim* or *claims* for loss arising out of the Workers Adjustment and Retraining Notification Act, Public Law 100-379 (1988), or any amendment thereto, or any similar federal, state or local law.
- (3) Any *claim* or *claims* for *occurrence* incurred by a covered person or entity to modify any building or property in order to make said building or property more accessible or accommodating to any disabled person; however, *damages* from failure to make such an accommodation shall be a covered unfair employment practice.
- (4) Demands due to back wages and benefits, front wages, or overtime, future benefits, severance obligations, or similar demands, even if liquidated *damages* under federal, state, or local statute, rule or regulation; or demands due to any collective bargaining agreements, provided, however, that amounts payable as *damages* for: back wages and back benefits, front wages and future benefits that arise from an otherwise covered *claim* are covered up to a limit of liability of \$75,000.00 per claim and \$75,000.00 in the annual aggregate.

(S) Under Coverage E, Employee Benefit Liability:

- (1) For *personal injury* or to injury to or destruction of any tangible property, including the loss of use thereof;
- (2) To advice given by a covered person or entity to an employee to participate or not in any investment or savings plan;
- (3) To any act, error or omission occurring before the effective date of the coverage document. This only applies if, as of the effective date, you knew or could have reasonably foreseen that such act, error or omission might be expected to be the basis of a *claim* or suit;

- (4) To any *claim* which results from an activity, act or omission of a third party administrator, a firm or person, other than an employee of the *Member*, who administers the *Member's employee benefit program*;
- (5) To any *claim* for benefits that are lawfully paid or payable to a beneficiary from the funds of *claim* that results from not having adequate insurance or bonds to protect the assets of an *employee benefit program*;
- (6) Based upon changes in the ultimate cost or level of any benefit program available to any employee of the *Member* or changes made to any benefit program resulting from efforts of the *Member* to comply with any tax laws or other laws which results in changes to the benefits available to any employee of the *Member*;
- (7) In respect of any *claim* for failure or performance of a contract by any Insurer, or to any *claim* based upon failure of stocks, bonds or other securities to produce financial gain, profit or growth as represented by the *Member*;
- (8) For injury caused by a fraudulent, criminal or malicious act of a covered person or entity;
- (9) In respect of any *claim* made against a covered person or entity based upon the Employee Retirement Income Security Act of 1974, public law 93-406, commonly referred to as the Pension Reform Act of 1974, and amendments thereto, or similar provisions of any federal, state or local statutory law or common law; or
- (10) In respect of any *claim* based upon the failure to comply with any law concerning Workers' Compensation, Unemployment Insurance, Social Security or Disability Benefits.
- (11) For demands due to back wages and benefits, front wages, or overtime, future benefits, severance obligations, or similar demands, even if liquidated *damages* under federal, state, or local statute, rule or regulation; or demands due to any collective bargaining agreements.

(T) To any loss, cost or expense directly or indirectly arising out of, resulting from or in any manner related to *Fungal Pathogens* or Bacteria whether or not there is another cause of loss that may have contributed concurrently or in any sequence to a loss. "*Fungal Pathogens*" as utilized herein, shall mean any fungus or Mycota, or any byproduct or type of infestation produced by such fungus or Mycota including but not limited to mold, mildew, mycotoxins, spores or biogenic aerosols. This exclusion does not apply to any *Fungal Pathogens* or bacteria that are on, or are contained in, a good or product intended for consumption. **Any claim arising out *Fungal Pathogens* or bacteria that are on, or are contained in, a good or product intended for consumption shall have a limit of liability of \$500,000 per occurrence. The Association's aggregate limit applicable to all such claims during any one coverage period under the coverage document shall be \$1,000,000 for all such claims brought against any and all Members, covered persons or entities in any one coverage period.**

(U) To any actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defense cost, cost, expense or any other amount incurred

by or accruing to the covered person or entity, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
3. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress or damage to human health, human welfare or property damage.

Any claim excluded under this exclusion shall have a limit of liability of \$500,000 per occurrence. The Association's aggregate limit applicable to all such claims during any one coverage period under the coverage document shall be \$1,000,000 for all such claims brought against any and all Members, covered persons or entities in any one coverage period.

(V) To any loss, cost or expense arising out of or related to, either directly or indirectly, any *terrorist activity*, as defined herein, and any action taken to hinder, defend against or respond to any such activity. This exclusion applies regardless of any other cause or event that in any way contributes concurrently or in any sequence to the loss, cost or expense.

(W) To any liability arising out of or in connection with those causes of action or counts in any suit which do not contain demands or prayers for monetary damage, including, but not limited to, administrative appeals, writs of mandamus, injunctive actions, and declaratory judgment actions.

(X) To any liability arising out of or in connection with any *claim* or suit for punitive damages, exemplary damages, multiplied damages, or any fines or penalties, in whatever form assessed or denominated including the award of attorney fees arising out of punitive damages.

(Y) To any liability including all loss, costs or expense, arising out of or by any reason of:

- (1) The purchase, or sale, or offer of sale, or solicitation of any security, debt, bank deposit or financial interest or instrument;
- (2) Any representation made at any time in relation to the price or value of any security, debt, bank deposit or financial interest or instrument;

- (3) Any depreciation or decline in price or value of any security, debt, bank deposit or financial interest or instrument.
 - (4) Resulting as a consequence of or related to securities laws or regulations.
- (Z) To any liability including all loss, costs or expenses:
- (1) Arising directly or indirectly out of or contributed to by any actual or alleged violation of:
 - (a) The Securities Act of 1933;
 - (b) The Securities Exchange Act of 1934;
 - (c) The Public Utilities Holding Act of 1935;
 - (d) The Trust Indenture Act of 1939;
 - (e) The Investment Company Act of 1940; or
 - (f) Any State Blue Sky Laws
 - (2) Based upon common law principles of liability similar to any law listed in (1) above; or
 - (3) Involving, directly or indirectly:
 - (a) Debt security financing, including but not limited to bonds, notes and debentures; or
 - (b) The investment of, or the failure to invest, public funds, including but not limited to the use of derivative investment instruments.
- (AA) To injury or damage arising, directly or indirectly, out of *War*. This includes all loss, cost or expense, directly or indirectly arising out of, resulting as a consequence of or related to *War*.
- “*War*”, as utilized herein, shall mean war whether or not declared, civil war, martial law, insurrection, revolution, invasion, bombardment or any use of military force, usurped power or confiscation, nationalization or damage of property by any government, military or other authority. This exclusion shall apply whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.
- (AB) To any liability arising out of any unlawful destruction or failure to preserve, retain or produce any public record.
- (AC) To any liability arising out of, or in relation to, any fireworks or pyrotechnic display or event.
- (AD) To any defamatory statement or libelous publication made with actual knowledge that the statement or publication is false.
- (AE) To any liability arising out of any criminal act, provided however that the criminal conduct of one *Covered Person or Entity* shall not be imputed to any other *Covered Person or Entity*.

(AF) To any liability arising out of any Community Improvement Corporation operations or activities performing the functions of schools, transit authorities, utilities or housing authorities.

(AG) Under Coverage F, Employer Stop Gap Liability - Demands due to back wages and benefits, front wages, or overtime, future benefits, severance obligations, or similar demands, even if liquidated damages under federal, state, or local statute, rule or regulation; or demands due to any collective bargaining agreements.

The *Association* shall not pay any cost that results from the defense, investigation, and settlement of any *occurrence* or *wrongful act* arising out of any loss excluded herein.

DEFINITIONS

When used in this coverage document (including endorsements forming a part hereof):

- (A) “*Aircraft*” means a vehicle, excluding an *unmanned aircraft*, designed for the transport of persons or property principally in the air.
- (B) “*Association*” means the Miami Valley Risk Management Association.
- (C) “*Automobile*” means any land motor vehicle, trailer, or semi-trailer, which is subject to licensing requirements.
- (D) “*Bodily Injury*” means bodily harm, sickness or disease sustained by a person, including death resulting from any of these at any time.
- (E) “*Claim*” means a written demand received by a covered person or entity for money *damages*; the filing and/or service of suit papers against a covered person or entity for an *occurrence* or *wrongful act* to which this coverage applies.
- (F) “*Completed Operations Hazard*” includes *bodily injury* and *property damage* arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the *bodily injury* or *property damage* occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the *Member*. “*Operations*” include materials, parts or equipment furnished in connection therewith. *Operations* shall be deemed completed at the earliest of the following times:
 - (1) When all operations to be performed by or on behalf of the *Member* at the site of the operations have been completed; or
 - (2) When the portion of the work out of which the injury or *damage* arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.“*Operations*” which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are

otherwise complete shall be deemed completed. The “*Completed Operations Hazard*” does not include *personal injury* or *property damage* arising out of:

- (1) Operations in connection with the transportation of property unless the *personal injury* or *property damage* arises out of a condition in or on a vehicle created by the loading or unloading thereof; or
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials.

(G) “*Contract Employee*” means:

- (1) Any person who is under contract to the *Member* 100% of the time, or
- (2) Their only contract of employment is with the Named *Member*.

(H) “*Covered Contract*” means:

- (1) A contract for a lease of premises;
- (2) A sidetrack agreement;
- (3) Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- (4) An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- (5) An elevator maintenance agreement;
- (6) That part of any other contract or agreement to a *Member’s* business (including an indemnification of a municipality in connection with work performed for a municipality) under which a *Member* assumes the tort liability of another party to pay for *Bodily Injury* or *Property Damage* to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph 6 does not include that part of any contract or agreement:

- (a) That indemnifies a railroad for *Bodily Injury* or *Property Damage* arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- (b) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (i) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, filed orders, change orders or drawings and specifications; or
 - (ii) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

(I) “*Dam*” means any artificial barrier together with appurtenant works, which does or may impound or divert water, and which either:

- (1) Is 25 feet or more in height from the natural bed of the stream or water course at the downstream toe of the barrier or from the lowest elevation of the outside limit of the barrier, if it is not across a stream channel or watercourse, to the maximum possible water storage elevation; or
 - (2) Has an impounding capacity of 50 acre-feet or more. Except that no structure specifically exempted from jurisdiction by the applicable State agency responsible for safety of *dams* shall be considered a *dam*, unless such structure is under the jurisdiction of any agency of the federal government.
- (J) “*Damages*” means the sum actually paid or payable in cash in the settlement or satisfaction of *claims* for which the covered person or entity is liable as defined in this coverage document. *Damages* do not include civil fines, civil penalties, civil forfeitures and/or statutory damages. Damages do not include any claim for attorney fees arising from any award of punitive damages, civil fines, civil penalties, civil forfeitures and/or statutory damages, or arising out of any award of non-monetary relief, including but not limited to mandamus or injunctive relief.
- (K) “*Defense Costs*” means attorney’s fees, costs and expenses and other fees, costs and expenses, including the premium costs for appeal bonds, incurred by the *Association* in connection with the investigation, adjustment, defense and appeal of a *claim* or suit covered hereunder.

However, “*Defense Costs*” do not include the office expenses of the *Association* or the covered person or entity nor the salaries of employees or officials of the *Association* or the covered person or entity.

- (L) Employee Benefit Liability, as respects Coverage E, the following Definitions apply:

“*Employee Benefits Liability*” shall mean legal liability of the *Member* which the *Member* shall become obligated to pay as *damages* because of any *claim* made against a covered person or entity due to any *wrongful act*, error or omission of a covered person or entity, or any other person for whose acts the *Member* is legally liable, in the administration of the *Member’s Employee Benefits Programs* as defined herein.

“*Employee Benefits Programs*” means a program providing some or all of the following benefits to employees, whether provided through a cafeteria plan, pre-tax plan or otherwise: (a) Group life insurance, group accident or health Insurance; dental, vision, and hearing plans; and flexible spending accounts; provided that no one other than an employee may subscribe to such benefits and such benefits are made generally available to those employees who satisfy the plan’s eligibility requirements; (b) Profit-Sharing plans, employee savings plans, pension plans, and employee stock subscription plans equally available to all full-time employees, provided that no one other than an employee may subscribe to such benefits and such benefits are made generally available to all employees who are eligible under

the plan for such benefits; (c) Workers' Compensation, unemployment insurance, Social Security benefits, disability benefits, retirement plans and dependent care assistance plans; (d) Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies; and (e) any other similar *Employees Benefit Plans*.

“Administration,” wherever used, shall mean:

- (1) Providing information to employees, including their dependents and beneficiaries, with respect to eligibility or scope of the *Employee Benefits Programs*;
- (2) Handling of records in connection with the *Employee Benefits Programs*; and
- (3) Affecting enrollment, termination or cancellation of employees or omission of employees in the administration (as defined herein) of the *Member's Employee Benefits Program* (as defined herein) occurring during the term of coverage provided by the coverage document.

However, *Administration* does not include handling payroll deductions.

“Damages” means those *damages* which are payable because of injury to rights or interest of employees or their beneficiaries in the *Employee Benefits Program*.

(M) “Member” means the members of the *Association*.

(N) “Occurrence” means:

- (1) An accident or event that happens within the coverage period, including injurious exposure to conditions, which results, in *bodily injury* or *property damage*, which is neither expected nor intended from the *Member's* standpoint unless the *bodily injury* or *property damage* results from the use of reasonable force to protect persons or property;
- (2) With respect to *personal injury* (except *bodily injury*), one or a series of related offenses committed during the coverage period, including injurious exposure to conditions, which results in *personal injury*, which is neither expected nor intended from the covered person's or entity's standpoint unless the *personal injury* results from the use of reasonable force to protect persons or property.

(O) “Payload” means any property installed on, carried on-board, or being loaded onto or unloaded from, an *unmanned aircraft*. *Payload* includes but is not limited to cameras or other equipment enhancing the utility of the *unmanned aircraft* or products loaded prior to the flight, dispensed during flight from or removed after flight from, an *unmanned aircraft*.

(P) “Personal Injury” means *Bodily injury*, including disability, shock, mental anguish, emotional distress, mental injury, or death, including care and loss of services resulting from any of the following:

- (1) False arrest, false imprisonment, wrongful detention, or malicious prosecution;
 - (2) Wrongful entry into, or eviction of any person from, a room, dwelling or premises that a person occupies, or other invasion of the right of private occupancy;
 - (3) A publication or utterance that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, or reputation;
 - (4) A publication or utterance that violates a person's right of privacy;
 - (5) Misappropriation of advertising ideas;
 - (6) Infringement of copyrighted materials, trade dress, or slogans, provided however such infringement must occur in the *Member's* advertisement, trade dress or slogan.
 - (7) Discrimination, retaliation, or other statutory violations based upon race, religion, nationality, national origin, color, creed, sex, disability or age; or
 - (8) Assault and battery not committed by, at the direction of, or with the consent of the *Member*. However, this limitation does not apply if committed or directed for the purpose of protecting persons from injury or death, or property from damage provided that such actions are not deemed in violation of criminal law;
 - (9) Violations of constitutional rights arising under the United States Constitution, unless otherwise excluded, including, but not limited to, claims of arrest without probable cause, unreasonable use of force, failure to provide medical care for a serious medical need of persons in custody and wrongful conviction.
- (Q) “*Products Hazard*” means *bodily injury* and *property damage* arising out of the *Member's* products or reliance upon a representation or warranty with respect thereto, but only if the *bodily injury* or *property damage* occurs away from premises owned by or rented to the *Member* and after physical possession has been relinquished to others.
- (R) “*Property Damage*” means (1) physical injury to or destruction of tangible property which occurs during the coverage period, including the loss of use caused by that physical injury or destruction, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an *occurrence* during the coverage period.
- (S) “*Public Officials Errors and Omissions*” means liability arising out of *wrongful acts* by a covered person or entity arising from negligent action or inaction, mistake, misstatement, error, neglect, inadvertence or omission by the covered person or entity in the discharge of duties on behalf of a *Member*.
- (T) “*Subsidence*” shall mean any *property damage* directly or indirectly arising out of, caused by, resulting from, contributed to or aggravated by the settling, sinking, slipping, falling away, caving in, shifting, eroding, mud flow, rising, tilting, or any other movement of land or earth.
- (U) “*Terrorist Activity*” shall mean any deliberate, unlawful act that:

- (1) Is declared by any authorized governmental official to be or to involve terrorism, *terrorist activity* or acts of terrorism; or
- (2) Includes, involves, or is associated with the use or threatened use of force, violence or harm against any person, tangible or intangible property, the environment, or any natural resources, where the act or threatened act is intended, in whole or in part, to
 - (a) Promote, further or express opposition to any political, ideological, philosophical, racial, ethnic, social, or religious cause or objective; or
 - (b) influence, disrupt or interfere with any government related operations, activities or policies; or
 - (c) intimidate, coerce or frighten the general public or any segment of the general public; or
 - (d) disrupt or interfere with a national economy or any segment of a national economy; or
- (3) Includes, involves, or is associated with, in whole or in part, any of the following activities, or the threat thereof:
 - (a) hijacking or sabotage of any form of transportation or conveyance, including but not limited to spacecraft, satellite, *aircraft*, train, vessel, or motor vehicle;
 - (b) hostage taking or kidnapping;
 - (c) the use or threatened use of, or release or threatened release of any nuclear, biological, chemical or radioactive agent, material, device or weapon;
 - (d) the use of any bomb, incendiary device, explosive or firearm;
 - (e) the interference with or disruption of basic public or commercial services and systems, including but not limited to the following services or systems: electricity, natural gas, power, postal, communications, telecommunications, information, public transportation, water, fuel, sewer or waste disposal;
 - (f) the injuring or assassination of any elected or appointed government official or any government employee;
 - (g) the seizure, blockage, interference with, disruption of, or damage to any government buildings, institutions, functions, events, tangible or intangible property or other assets; or
 - (h) the seizure, blockage, interference with, disruption of, or damage to tunnels, roads, streets, highways, or other places of public transportation or conveyance.
- (4) Any of the activities listed in section (P) (3) above shall be considered “*Terrorist Activity*” except where the *Association* can demonstrate to the reinsurer that the foregoing activities or threats thereof were motivated solely by personal objectives of the perpetrator that are unrelated, in whole or in part, to any intention to promote, further or express opposition to any political, ideological, philosophical, racial, ethnic, social or religious cause or objective; or influence, disrupt or interfere with any government related operations, activities or policies; or intimidate, coerce or frighten the general public or any segment of the general public; or disrupt or interfere with a national economy or any segment of a national economy.

- (V) “*Ultimate Net Loss*” means the sums for which a covered person or entity is legally liable as covered *damages* by reason of a judgment, or arbitration award entered as a judgment, or settlement, including any pre-judgment and/or post-judgment interest on a judgment, and shall include all costs, including *defense costs*, arising out of an *occurrence* or *wrongful act*.
- (W) “*Unfair Employment Practices*” means any *wrongful act* relating to a past, present, or prospective employee of the *Member* for or arising out of any actual or alleged wrongful dismissal, discharge, or termination, either actual or constructive, of employment, employment related misrepresentation, wrongful failure to employ or promote, wrongful deprivation of career opportunity, wrongful discipline, failure to grant tenure or negligent employee evaluation; or sexual or workplace harassment of any kind, including, but not limited to, the alleged operation of a harassing workplace environment, or unlawful discrimination or retaliation for protected conduct, whether direct, indirect, intentional or unintentional, or failure to provide adequate employee policies and procedures.

Unfair Employment Practices shall include *wrongful acts* brought under state, local, or federal law, whether common or statutory, including but not limited to Equal Employment Opportunity Commission and Ohio Civil Rights Commission complaints. *Unfair Employment Practices* shall include, but not limited to allegations of violations of the following federal laws, as amended, including regulations promulgated there under:

- (1) Americans with Disabilities Act of 1992 (ADA);
- (2) Civil Rights Act of 1991;
- (3) Age Discrimination in Employment Act of 1967 (ADEA), including the Older Workers Benefit Protection Act of 1990;
- (4) Title VII of the Civil Rights Law of 1964, as amended (1983), including the Pregnancy Discrimination Act of 1978;
- (5) Civil Rights Act of 1866, Section 1981;
- (6) Family and Medical Leave Act of 1993, as amended; or
- (7) Fifth and Fourteenth amendments of the U.S. Constitution.

“*Damages*” as respects “*Unfair Employment Practices*” only means a monetary judgment, monetary award, or a monetary settlement, including *defense costs* which the covered person or entity is obligated to pay, but not including any *claim* or demands due to back wages and benefits, front wages, or overtime, future benefits, severance obligations, or similar demands, even if liquidated *damages* under any federal, state, or local statute, rule or regulation; or demands due to any collective bargaining agreements, provided, however, that amounts payable as damages for: back wages and back benefits, front wages and future benefits that arise from an otherwise covered claim are covered up to a limit of liability of \$75,000.00 per claim and \$75,000.00 in the annual aggregate.

- (X) “*Unmanned aircraft*” means an aerial system or device that is not designed, manufactured or modified after manufacture to be controlled by a person from within or on the aerial system or device.
- (Y) “*Unmanned aircraft system*” means an *unmanned aircraft* and its associated elements, including the control stations, communication links, data links, navigation equipment, launch/recovery equipment, other support equipment and *payload* that are required for the pilot-in-command together with his or her crewmembers and visual observers to operate safely and efficiently in the national airspace system.
- (Z) “*Volunteer*” means a person who is designated by a *Member*, through an elected or appointed official, or their designee, or through the head of a department, board or committee of the *Member*, or their designee, to act on behalf of the *Member* in some capacity. Such person shall be deemed a “*Volunteer*” only while such person is acting in good faith and within the course and scope of the activity, capacity or assigned duties for which they have been so authorized to act.
- (AA) “*Watercraft*” means a vehicle designed for the transport of persons or property principally on water.
- (AB) “*Wrongful Act*” means any actual or alleged breach of duty, error or omission arising out of the conduct or performance of a covered person or entity in the performance of his or her or their duties. All *wrongful acts* which have as a common nexus any fact, circumstance, situation, event, transaction or series of facts, circumstances, events or transactions shall be deemed one *wrongful act*.
- (AC) “Employer Stop Gap Liability. means *claims* arising out of bodily injury to employees in the course and scope of their employment which are not otherwise covered by Workers Compensation coverage under Ohio law or any available insurance for Workers Compensation claims and which are specifically described in this definition.
- (AD) “*Stop Gap*” claims mean:
- (1) Claims against the Member by relatives and spouses of the injured employee for loss of services or for care;
 - (2) Third party claims against the Member for contribution or indemnity relating to claims arising from injury to the Member’s employee occurring in or arising out of the course and scope of the employee’s employment;
 - (3) Claims arising from a claim that the Member is alleged to have acted in a dual capacity as both employer of the employee, as well as in another capacity unrelated to the employment relationship under the dual-capacity doctrine;

- (4) Claims arising out of *Bodily Injury* to employees in the course and scope of their employment that are not otherwise covered by Workers Compensation coverage under Ohio law or under any insurance available for Workers Compensation claims, alleging an Employer Intentional Tort. For purposes of this coverage an “Employer Intentional Tort” is one arising under Ohio Revised Code § 2745.01, or any similar common law or statutory claim, alleging that the employee suffered bodily injury arising from an activity in the course and scope of their employment, where such injury was “substantially certain” to occur or one that was caused by or aggravated by the “deliberate intent” of the employer as those terms are used or defined in R.C. § 2745.01. A covered “Employer Intentional Tort” does not include “direct intent torts”. A **“Direct Intent Tort” is one in which the actor does something which brings about the exact result desired, except that** any fact pertaining to any other covered person or entity shall not be imputed to any other covered person or entity for the purpose of determining application of this definition.

The provision of coverage or defense through this definition shall not be construed to represent any waiver of any available defense or immunity of the Member relating to any such claim.

Any failure to comply with the Worker’s Compensation laws of the State of Ohio that results in the denial of any defense or immunity under Ohio Worker’s Compensation law or any failure to obtain Worker’s Compensation insurance that is in effect at the time of the loss voids any duty to defend or indemnify under this coverage.

CONDITIONS

1. Conditions contained herein may be affected by provisions of the Agreement and Bylaws of the Miami Valley Risk Management Association and its Handbook. Members are encouraged to review and understand those provisions.
2. Inspection and Audit.

The *Association* shall be permitted, but not obligated, to inspect the *Member’s* property and operations at any time. Neither the *Association’s* right to make inspections, nor the making thereof, nor any report thereon, shall constitute an undertaking, on behalf of or for the benefit of the *Member* or others, to determine or warrant that such property or operations are safe. The Named *Member* shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the *Association* at the end of the Coverage Period and at such times during the Coverage Period as the *Association* may direct. The *Association* may examine and audit the *Member’s* books and records at any time during the Coverage Period and extensions thereof and within three years after

the final termination of this coverage document, as far as they relate to the subject matter of this coverage.

3. *Member's Duties in the Event of Occurrence, Wrongful Act, Claim or Suit.*
 - (A) In the event of an *occurrence* or *wrongful act* reasonably likely to result in a claim or suit, written notice containing particulars sufficient to identify the *Member* and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and available witnesses, shall be given by or for the *Member* to the *Association* or any of its authorized agents as soon as practicable.
 - (B) If a *claim* is made or suit is brought against a covered person or entity, the *Member* shall immediately forward to the *Association* every demand, notice, summons or other process received by him or his representative.
 - (C) The *Association* shall investigate and settle or defend all timely reported covered *claims* and losses. All settlements of *claims* are to be made by the *Association*. Important provisions with respect to *Member* and *Association* rights and obligations concerning the defense and settlement of *claims* are set forth in the MVRMA Agreement and Bylaws and particularly in Article XIV, Optional Defense by Members. Those provisions must be considered in conjunction with this coverage document as those provisions affect your rights and obligations under this coverage document and are incorporated by reference herein.
 - (D) The *Association* requires the *Member* to report all *claims* meeting the criteria specified below to the *Association*.
 - (1) The criteria for determining which claims to report are as follows:
 - (a) All third party claims, regardless of the dollar amount,
 - (b) First party property claims, including auto physical damage, if the loss exceeds or potentially exceeds \$1,000.
 - (2) The Member shall report claims to the Claims Manager within ten (10) business days of the loss, claim, or notice of the same, whichever shall occur first.
 - (3) The Member shall report lawsuits to the Association through its Executive Director or Claims Manager within forty-eight (48) hours of receipt of same.
 - (E) Failure to timely report claims as set for in Subsection 3(D), if such failure is prejudicial to the Association in the defense, settlement or investigation of a claim, may, at the discretion of Association, result in a denial of coverage.
4. Appeals.

In the event the *Association* elects not to appeal a judgment in excess of the *Member's* Deductible, the *Member* may elect to do so, but in no event shall the liability of the *Association* for *ultimate net loss* exceed the liability of the *Association* which existed prior to said appeal, and not to exceed the applicable amount specified in the Limit of Liability section of the Declarations.

5. Action against the *Association*.

No action shall lie against the *Association* with respect to any *occurrence* or *wrongful act* unless, as a condition precedent thereto, the *Member* shall have fully complied with all the terms of this coverage document, nor until the amount of the *Member's* obligation to pay an amount of *ultimate net loss* in excess of the *Member's* Deductible shall have been finally determined either by judgment against a covered person or entity after actual trial or by written agreement of the *Member*, the claimant and the *Association*. Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this coverage document to the extent of coverage afforded by this coverage document. The *Association* shall not be bound by any settlement or consent judgment to which it did not consent in writing. Nothing contained in this coverage document shall give any person or organization any right to join the *Association* as co-defendant in any action against a covered person or entity to determine the covered person's or entity's liability.

6. Bankruptcy and Insolvency.

Bankruptcy or insolvency of the *Member* shall not relieve the *Association* of any of its obligations hereunder.

7. Other Insurance.

If collectible insurance with any other insurer or other self-insurance coverage document is available to the covered person or entity, including coverage under which the covered person or entity has been added as an Additional Insured, covering a loss also covered hereunder, whether on a primary, excess, or contingent basis, the coverage hereunder shall be in excess of, and shall not contribute with such other insurance; provided that this clause does not apply with respect to excess insurance purchased specifically to be in excess of this coverage document, or to other insurance which is intended to provide the remainder of the Limit of Liability stated in the Declarations of this coverage document when the coverage afforded under this coverage document provides less than 100 percent of the limit set forth on the Declarations.

8. Subrogation.

The *Member* may elect to waive its right of subrogation prior to a loss. The *Association* shall be subrogated to the extent of any payment hereunder to all the

covered person's or entity's rights of recovery, therefore; and the covered person or entity shall do nothing after loss to prejudice such rights and shall do everything necessary to secure such rights. Any amount so recovered shall be apportioned as follows:

From any amount recovered by subrogation, salvage or other means, there shall first be deducted the expenses incurred in effecting the recovery. The *Member* and the *Association* shall share proportionately to the extent of their respective interests as determined by the amount of the *Association's ultimate net loss* and the *Member's* Deductible, except to the extent any payments for judgment or settlement by the *Member* relates to an uncovered or excluded *damage*, loss, or represents payment for amounts in excess of the *Association's* limit of liability. With respect to amounts representing payments by the covered person or entity for an uninsured or uncovered loss, *claim*, or an amount in excess of the *Association's* limits of liability, such amounts will be reimbursed to the covered person or entity only after the *Association* has recovered the amount paid for the *ultimate net loss* and the *Member* has recovered its Deductible.

9. Changes.

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or change in any part of this coverage document or stop the *Association* from asserting any right under the terms of this coverage document, nor shall the terms of this coverage document be waived or changed, except by endorsement issued to form a part of this coverage document.

10. Assignment.

Assignment of interest under this coverage document shall not bind the *Association* until its consent is endorsed hereon.

11. Disclaimer.

MVRMA is not an insurance company. Nothing in this document should be interpreted as MVRMA doing business as an insurance company.

12. Excess or Reinsurance Failure

In the event of a failure of the *Association's* excess or reinsurance carrier to pay or reimburse for *ultimate net loss* within the reinsured layer of coverage due to insolvency, or in the event of an exhaustion of the *Association's* excess or reinsurance annual aggregate limit, the *Association's* limit of liability under this Coverage Document will be no more than the amount of the *Association's* self-insured retention under the excess or reinsurance policy. All obligations in excess of this *Association's* excess or reinsurance self-insured retention limit are the responsibility of the applicable *Member*.

In the event of a failure by the *Association's* excess or reinsurance carrier to pay or reimburse for *ultimate net loss* within the reinsured layer of coverage, due to the application of an Exclusion in the reinsurance agreement, the *Association's* limit of liability under this Coverage Document will be no more than twice the amount of the *Association's* self-insured retention under the excess or reinsurance policy. All obligations in excess of this *Association's* excess or reinsurance self-insured retention limit are the responsibility of the applicable *Member*.

Endorsement No. 1-21

Issued by
Miami Valley Risk Management Association

Effective: 1/1/21 12:01 AM

THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT. PLEASE
READ IT CAREFULLY.

**ADDITIONAL COVERED PERSON OR ENTITY– INDEPENDENT
CONTRACTORS**

SCHEDULE

Independent Contractors: City Law Directors; City Prosecutors; City Engineers.

Covered Persons or Entities is amended to include as a Covered Person or Entity the above independent contractors, but only while acting on behalf of their respective *Member* City.

Endorsement No. 2-21

Issued by
Miami Valley Risk Management Association

Effective: 1/1/21 12:01 AM

THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT. PLEASE
READ IT CAREFULLY.

**ADDITIONAL COVERED PERSON OR ENTITY– MANAGERS OR LESSORS
OF PREMISES**

SCHEDULE

1. Designation of Premises (Part Leased to You): All premises leased to you.
2. Name of Person(s) or Organization(s): Each lessor as respects those premises leased to you by that lessor.

Persons or Entities Covered is amended to include as a Covered Person or Entity the person(s) or organization(s) shown in the above Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the above Schedule and subject to the following additional exclusions:

This coverage does not apply to:

1. Any *occurrence* which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or for that person or organization.

Endorsement No. 3-21

Issued by
Miami Valley Risk Management Association

Effective: 1/1/21 12:01 AM

THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT. PLEASE
READ IT CAREFULLY.

**ADDITIONAL COVERED PERSON OR ENTITY– DESIGNATED PERSON OR
ORGANIZATION**

1. Covered Persons or Entities is amended to include any persons(s) or organization(s) for whom you have agreed, in a written contract or agreement, to provide coverage but only for *personal injury or property damage*:
 - a. Which are covered by this coverage document; and
 - b. Which are caused in whole, or in part, by your acts or omissions or by the acts or omissions of those acting on your behalf; and
 - c. Which occurred after the Certificate of Coverage was issued.

2. The limits of coverage afforded to such person(s) or organization(s) will be:
 - a. The minimum limits of coverage which you agreed to provide, or
 - b. The limits of coverage of this coverage document, whichever is less.

 - c. Unless you have agreed in writing in a contract or agreement that this insurance would be primary and not seek contribution from any other insurance available to the additional covered person or entity, the coverage afforded under this Endorsement is excess over any other primary insurance available to such persons or entities covering the liability for *damages* covered by this Endorsement. When this insurance is excess, we will have no duty to defend the insured against any claim or suit if any other insurer has a duty to defend the insured against that claim or suit. If no other insurer defends, we will undertake the defense and do so, subject to the terms and conditions of this coverage document and this Endorsement, but we will be entitled to the insured's rights against all those other insurers.

Endorsement No. 4-21

Issued by
Miami Valley Risk Management Association

Effective: 1/1/21 12:01 AM

THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT. PLEASE
READ IT CAREFULLY.

POLICE IMPOUND LOT PROPERTY DAMAGE LIABILITY COVERAGE

SCHEDULE

Police Impound Lots operated by the cities of Blue Ash, Mason and Wilmington.

Exclusion (C) (3) – **Real or Personal Property in the *Member's*, its agent's or subcontractor's care, custody or control or as to which the *Member*, its agent or subcontractor is for any purpose, exercising control** does not apply to any police impound lot shown in the above schedule that you operate.

Endorsement No. 5-21

Issued by
Miami Valley Risk Management Association

Effective: 1/1/21 12:01 AM

THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT. PLEASE
READ IT CAREFULLY.

AMENDMENT OF COVERED PERSONS OR ENTITIES

SCHEDULE

Community Improvement Corporations: Beaver Creek Development Corporation; Centerville Community Improvement Corporation; Englewood Community Improvement Corporation; Fairfield Community Improvement Corporation; Kettering Community Improvement Corporation; Mason Community Improvement Corporation; Miamisburg Community Improvement Corporation; Montgomery Community Improvement Corporation; Piqua Improvement Corporation; Troy Community Improvement Corporation; Community Improvement Corporation of Sidney, Ohio; Tipp Improvement Corporation (Tipp City, Ohio); West Carrollton Community Improvement Corporation; Downtown Wilmington Community Improvement Corporation; and Wyoming Community Improvement Corporation.

Covered Persons or Entities (F) Community Improvement Corporations designated by the *Member* to perform governmental functions under ORC 1724.10 is amended to include the above-named Community Improvement Corporations, but only while acting as an agent of their respective *Member* City and performing a governmental function.

Endorsement No. 6-21

Issued by
Miami Valley Risk Management Association

Effective: 1/1/21 12:01 AM

THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT. PLEASE
READ IT CAREFULLY.

**HEALTH CARE PROVIDER PROFESSIONAL ACTS, ERRORS OR
OMISSIONS COVERAGE.**

SCHEDULE

City of Piqua Medical Director and City of Springdale Medical Director.

Exclusion (G) (2) – **To *Personal Injury or Property Damage* due to the use or operation by or on behalf of the *Member* as respects any health care provider because of his or her professional acts, errors or omissions, except for paramedics, emergency medical technicians, medical examiners or nurses, but then only when in the employ or volunteer capacity of the *Member* does not apply to a Medical Director shown in the above schedule for a Public Health Department or Immunization Clinic that you operate.**

Endorsement No. 7-21

Issued by
Miami Valley Risk Management Association

Effective: 01/1/21 12:01 AM

THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT. PLEASE
READ IT CAREFULLY.

DAM LIABILITY COVERAGE

SCHEDULE

City of Mason Pine Hill Lake Dam.

Exclusion (O) – **To any liability arising out of the rupture, bursting, overtopping, accidental discharge or partial or complete structural failure of any *dam*** does not apply to a *dam* shown in the above schedule.

Endorsement No. 8-21

Issued by
Miami Valley Risk Management Association

Effective: 1/1/21 12:01 AM

THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT. PLEASE
READ IT CAREFULLY.

AMENDMENT OF COVERED PERSONS OR ENTITIES

SCHEDULE

Joint Venture: Northern Area Water Authority (NAWA)

Covered Persons or Entities is amended to include as a Covered Person or Entity the above-named joint venture organized under ORC 715.02 comprised solely of *Members* of the *Association*.

Endorsement No. 9-21

Issued by
Miami Valley Risk Management Association

Effective: 1/1/21 12:01 AM

THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT. PLEASE
READ IT CAREFULLY.

**ADDITIONAL COVERED PERSON OR ENTITY – INDEPENDENT
CONTRACTORS**

SCHEDULE

Independent Contractors: EMS Medical Directors

Covered Persons or Entities is amended to include as a Covered Person or Entity the above independent contractors, but only while acting on behalf of their respective *Member* City.

1. The limits of coverage afforded to such person(s) or organization(s) will be the lesser of:
 - a. The minimum limits of coverage which you agreed to provide, or
 - b. The limit of our liability in the amount of \$2,000,000 any one *occurrence* or *wrongful act*.
2. Exclusion (G) (2) is amended, for the purposes of this endorsement only, to read as follows:

To Personal Injury or Property Damage due to the use or operation by or on behalf of the *Member* as respects any health care provider because of his or her professional acts, errors or omissions, except for:

 - a. **paramedics, emergency medical technicians, medical examiners or nurses, but only when in an employee or volunteer capacity of the *Member***
 - b. the administrative duties or administrative acts of the EMS Medical Directors under contract with and only while acting on behalf of their respective *Member*.
3. This coverage does not apply to the medical professional liability or medical malpractice of the EMS Medical Director.

Endorsement No. 10-21

Issued by
Miami Valley Risk Management Association

Effective: 1/1/21 12:01 AM

THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT. PLEASE
READ IT CAREFULLY.

AMENDMENT OF COVERED PERSONS OR ENTITIES

SCHEDULE

Municipal Courts: Clinton County Municipal Court (Wilmington), Fairfield Municipal Court, Kettering Municipal Court, Mason Municipal Court, Miamisburg Municipal Court, Sidney Municipal Court, and Vandalia Municipal Court.

Covered Persons or Entities is amended to include as a Covered Person or Entity the above scheduled Municipal Courts hosted by a *Member*, the Clerk of a scheduled Municipal Court hosted by a *Member*, and employees of such a scheduled Municipal Court or of a Clerk of such a scheduled Municipal Court hosted by a *Member*, including the Municipal Court Judge(s).

Endorsement No. 11-21

Issued by
Miami Valley Risk Management Association

Effective: 1/1/21 12:01 AM

THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT. PLEASE
READ IT CAREFULLY.

**EXCESS INSURANCE COVERAGE FOR FIREWORKS OR PYROTECHNIC
DISPLAYS OR EVENTS**

Exclusion AC is deleted in its entirety and replaced with the following:

With respect to any fireworks or pyrotechnic display or event which a *Member* sponsors, in whole or in part, hosts, or allows to be conducted on its property by lease or otherwise, the Association will provide coverage on an excess basis to covered persons or entities. Said coverage shall be excess of a \$1,000,000 self-insured retention by the *Member*.

The Association shall waive the self-insured retention upon presentation by the *Member* to the Association of proof of commercial general liability insurance, in the form of a certificate of insurance and endorsement (naming the *Member*, its officers, officials, employees and volunteers as named insureds or additional insureds) in an amount not less than: \$5,000,000.00 per occurrence and \$10,000,000.00 in the aggregate, or Event-specific coverage not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

Additional insured coverage shall be primary insurance as respects the Member, its officers, officials, employees and volunteers and any insurance or self-insurance maintained by the Member, its officers, officials, employees and volunteers shall be excess and shall not contribute with it.

Endorsement No. 12-21

Issued by
Miami Valley Risk Management Association

Effective: 1/1/21 12:01 AM

THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT. PLEASE
READ IT CAREFULLY.

**LIMITED COVERAGE FOR DESIGNATED
UNMANNED AIRCRAFT SYSTEMS**

Exclusion (F) does not apply to *unmanned aircraft system* operated by the Member, but only with respect to the operation(s) or project(s) authorized by, and only while operating within the terms of, a valid Certificate of Waiver or Authorization (COA) granted by the Federal Aviation Administration or operated pursuant to Part 107 of the Federal Aviation Regulations, if applicable. Further, coverage is conditioned upon any covered person or entity, or any other person authorized by, and under the direction of, a covered person or entity operating the *unmanned aircraft system* in full compliance with:

- 1) Federal Aviation Administration (FAA) regulations, certifications, rules, procedures, policies and standards with respect to an *unmanned aircraft system*, including any amendment or addition to such regulations, certifications, rules procedures, policies and standards;
- 2) United States Department of Transportation laws and regulations with respect to an *unmanned aircraft system*, including any amendment or addition to such laws and regulations;
- 3) Any other applicable federal laws and regulations with respect to an *unmanned aircraft system*, including any amendment or addition to such laws and regulations; and
- 4) Any state and local laws and regulations with respect to an *unmanned aircraft system*, including any amendment or addition to such laws and regulations.

The following exclusions apply with respect to the *unmanned aircraft system* coverage provided by this endorsement and are in addition to the other exclusions stated elsewhere in this coverage documents. With respect to any *unmanned aircraft system*, this insurance does not apply to:

- 1) *Personal injury or property damage* arising out of physical contact by any *unmanned aircraft* with any other aircraft, including airships / blimps or other gas or hot air filled balloons, whether manned or unmanned;
- 2) *Personal injury or property damage* arising out of persons or entities gaining unauthorized access to sensitive or confidential data collected, stored or transmitted by any *unmanned aircraft system*;
- 3) *Personal injury or property damage* arising out of the existence or use of weapons and ammunition attached to or incorporated within any *unmanned aircraft* including as part of the *payload*; or
- 4) Government fines or penalties assessed against any covered person or entity arising out of the operation or use of any *unmanned aircraft system*.

Endorsement No.: 13-21

Issued by
Miami Valley Risk Management Association

Effective: 1/1/21 12:01 AM

THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT.
PLEASE READ IT CAREFULLY.

**COVERAGE RELATED TO “SPECIALIZED LAW ENFORCEMENT
OPERATIONS” PURSUANT TO “HAMILTON COUNTY, OHIO AMENDED
AND RESTATED MUTUAL AID AGREEMENT FOR LAW ENFORCEMENT”**

SCHEDULE OF ENTITIES

Hamilton County, Ohio; the City of Cincinnati; the Village of Addyston; the Village of Amberley Village; the City of Blue Ash; the City of Cheviot; the Village of Cleves; the City of Deer Park; the Village of Elmwood Place; the Village of Evendale; the Village of Fairfax; the City of Forest Park; the Village of Glendale; the Village of Golf Manor; the Village of Greenhills; the City of Harrison; the City of the Village of Indian Hill; the Village of Lockland; the City of Loveland; the City of Madeira; the Village of Mariemont; the City of Milford; the City of Montgomery; the City of Mt. Healthy; the Village of Newtown; the City of North College Hill; the City of Norwood; the City of Reading; the City of Sharonville; the Village of St. Bernard; the City of Springdale; the Village of Terrace Park; the Village of Woodlawn; the City of Wyoming; Anderson Township; Colerain Township; Columbia Township; Crosby Township; Delhi Township; Green Township; Harrison Township; Miami Township; Springfield Township; Sycamore Township; Symmes Township; Whitewater Township; Great Parks of Hamilton County; Cincinnati State Technical and Community College; Mt. St. Joseph University; the University of Cincinnati; Xavier University; and Summit Behavioral Police

The above scheduled entities and their personnel shall be deemed *Covered Persons* or *Entities* under this *Coverage Document* when their personnel are acting as part of *Specialized Law Enforcement Operations*, pursuant to the “Hamilton County, Ohio Amended and Restated Mutual Aid Agreement for Law Enforcement”, but only when a *Member* is the *Initiating Agency* requesting *Specialized Law Enforcement Operations* and the scheduled entities’ personnel are participating in such specialized law enforcement operations.

Coverage provided under this Endorsement shall be only as to third party claims against a scheduled *Assisting Agency*.

Coverage will be provided with limits of liability of \$3,000,000.00 per occurrence or wrongful act and \$3,000,000.00 in the aggregate.

All the provisions of the *Coverage Document* apply to the coverage provided in this Endorsement, unless this Endorsement expressly provides a contrary provision. Only Coverages for Personal Injury Liability, Property Damage Liability and Public Officials Error and Omissions Liability available under the Miami Valley Risk Management Association Coverage Document shall be afforded to the scheduled *Assisting Agency* under this Endorsement.

Coverage under this Endorsement is voided if the *Assisting Agency* or its personnel act outside the scope of lawful orders issued by the *Member Initiating Agency* or its designee; or if the *Assisting Agency* or its personnel willfully and maliciously cause injury or damage to person or property.

Coverage for the scheduled *Assisting Agency* or its personnel under this Endorsement begins when the *Assisting Agency* personnel arrive at the requested location and report to the *Member Initiating Agency's* chief of police or other officer in charge, until the time the personnel are dismissed by the *Member Initiating Agency's* officer in charge.

Specialized Law Enforcement Operations are defined as Special Weapon and Tactics Team (SWAT), Underwater Search and Recovery operations, Mobile Field Force, or any other operation involving the scheduled entities' personnel in a task force, multi-jurisdictional team or substantially similar operation of a specialized or unique nature.

Initiating Agency means the *Member* political subdivision requesting the *Specialized Law Enforcement Operations*, and *Assisting Agency* means any political subdivision, scheduled in this Endorsement, furnishing *Specialized Law Enforcement Operations* (including participating personnel) at the request of a *Member Initiating Agency*.

Endorsement No. 14-21

Issued by
Miami Valley Risk Management Association

Effective: 1/1/21 12:01 AM

THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT.
PLEASE READ IT CAREFULLY.

RETROACTIVE DATE ENDORSEMENT

This Endorsement defines the scope of coverage provided to the City of Fairfield under the Coverage Document pursuant to this Retroactive Date Endorsement as follows:

1. The Retroactive Date - The limited coverage provided to the City of Fairfield as a Member under the Coverage Document pursuant to this Endorsement shall have a retroactive date of October 1, 1991;
2. An Occurrence or Wrongful Act must have happened on or after the Retroactive Date to be a Covered Claim, provided however, that the City of Fairfield as of December 30, 2019 has no basis to believe that any such act or omission occurring prior to December 30, 2019 might reasonably be expected to be the basis of a Claim except such claims reported to insurance carriers, risk pools or other sources of coverage pursuant to Paragraph 8 below;
3. An Occurrence or Wrongful Act occurring on or after December 30, 2019 shall not be subject to this Endorsement, such claims are subject to the terms and conditions of the Coverage Document without reference to this Endorsement;
4. The coverage provided under the Coverage Document pursuant to this Retroactive Date Endorsement is limited to Coverages: C) Public Officials Errors and Omissions; D) Unfair Employment Practices;
5. The limited coverage provided through this Retroactive Date Endorsement shall continue until December 31, 2024, unless extended by payment of a separate agreed upon premium for an extension of the reporting period for another Coverage Period;
6. The limited coverage provided by the Coverage Document through this Endorsement excludes and does not apply to Demands due to back wages and benefits, front wages, or overtime, future benefits, severance obligations, or similar demands, even if liquidated *damages* under any federal, state, or local statute, rule or regulation; or demands due to any collective bargaining agreements;

7. The limited coverage provided through this Endorsement is excess; if collectible insurance with any other insurer is available to the covered person or entity, including coverage under which the covered person or entity has been added as an Additional Insured, covering a loss also covered hereunder, whether on a primary, excess, or contingent basis, the coverage hereunder shall be in excess of, and shall not contribute with such other insurance; provided that this clause does not apply with respect to excess insurance purchased specifically to be in excess of this coverage document, or to other insurance which is intended to provide the remainder of the Limit of Liability stated in the Declarations of this coverage document when the coverage afforded under this coverage document provides less than 100 percent of the limit set forth on the Declarations of the Coverage Document.

8. This Endorsement is conditioned upon, as an express condition precedent, that any act, omission, or the occurrence of an event, that might reasonably be expected to be the basis of, or give rise to, a claim was reported to any insurance carrier, risk pool or other source of coverage prior to the expiration of such existing coverage and prior to the inception of coverage under this endorsement.

MIAMI VALLEY RISK MANAGEMENT ASSOCIATION
CLAIMS REPORTING POLICY

Originally Adopted by MVRMA Board: January 19, 1989

Amended: June 21, 1993
June 17, 1996
March 16, 1998
December 17, 2007
December 18, 2017
June 22, 2020
March 15, 2021

PURPOSE

This policy has been established in order to clarify the obligation of the members of the Miami Valley Risk Management Association to report both actual and potential claims to the Association in a complete and timely fashion.

POLICY STATEMENT

It is the policy of the Miami Valley Risk Management Association to require each of its members to report all claims to the Association in a timely fashion. The criteria for determining which claims to report are as follows:

1. All third party claims, regardless of the dollar amount
2. First party property claims, including auto physical damage, if the loss exceeds or potentially exceeds \$2,500

Members shall report lawsuits to the Association within forty-eight (48) hours of receipt. Members shall report all other claims to the Association within ten (10) business days from the date of notice of claim to member municipality. Failure to report a lawsuit or claim within these timeframes may result in the loss of coverage through the Association.

Members are also encouraged to report any incident or occurrence which may reasonably be expected to result in the filing of a claim or lawsuit against the member or the Association.

It is understood that all claims will be reported to and paid by MVRMA, and the amount of each claim will be recorded against the member city's loss experience. Members do not have the right to elect to self-insure losses.

ENFORCEMENT CLAUSE

The Claims Manager* shall report to the Executive Director if there is a reasonable concern that a member city is self-administering claims or has repeatedly failed to report claims according to the established Claim Reporting Policy or Claims Reporting Procedure. If the Executive Director determines there is good cause for further investigation, he shall visit with the Board Trustee of

the member city to confidentially gather further information for the purpose of handling the matter internally. If this procedure does not resolve the Executive Director's concerns, he shall report his findings to the Risk Management Committee.

The Risk Management Committee will meet to review the Executive Director's findings. The Committee may request a meeting with the member's Board Trustee or other appropriate personnel to gather information or recommend a claims audit be conducted by MVRMA, which may include a financial audit of the member city to detect any claims payments not previously disclosed.

If the Risk Management Committee determines violations of the Claim Reporting Policy have occurred, the Committee may recommend one or more of the following penalties to the MVRMA Board:

- (1) If there is determined to have been a "good faith" violation or violations, the estimated amount of the undisclosed or late-reported claims experience shall be added to the member city's loss experience. Such experience shall be subject to "forgiveness" as provided in the MVRMA Loss Capping Policy.
- (2) If there is determined to be a flagrant violation or repeated violations, the estimated amount of the undisclosed or late-reported claims experience shall be added to the member city's loss experience. Further, the Committee may recommend the imposition of a loss experience penalty upon the violating member city for a flagrant or repeated violation. Said penalty may be in an amount up to the value of the undisclosed or late-reported loss experience and shall be designated as a "penalty loss experience." This "penalty loss experience" shall be included in the calculation of the member city's average losses for the next four years as part of MVRMA's PCF calculations. The Committee may recommend that there be no loss capping "forgiveness" of the loss experience and/or "penalty loss experience" resulting from a flagrant or repeated violation.
- (3) If the Committee determines that the Association's ability to defend a suit or claim was prejudiced by the member's failure to disclose a lawsuit or claim within the timeframes set forth in this policy, the Committee may recommend no defense or coverage be provided for that lawsuit or claim. Such action shall not preclude the Committee from recommending the addition of claims experience and the imposition of a "penalty loss experience" as provided in Numbers 1 and 2 above.
- (4) Expulsion of the member city as provided in the MVRMA By-laws.

* *"Claims Manager" means either the Claims Manager employed by the Association or the contracted third-party claims administrator.*

MIAMI VALLEY RISK MANAGEMENT ASSOCIATION
CLAIMS REPORTING PROCEDURE

Originally Adopted by MVRMA Board: January 19, 1989

Amended: June 21, 1993
December 20, 1993
December 12, 1994
December 15, 1997
June 16, 2008
December 18, 2017
March 15, 2021

PURPOSE

This procedure has been established in order to ensure consistency of claims submissions to the Miami Valley Risk Management Association (MVRMA) in accordance with MVRMA's Claims Reporting Policy. It is expected that through adherence to this procedure member cities' claims and lawsuits will be processed in an effective and timely manner.

PROCEDURE

1. Lawsuits shall be reported to the Association through its Executive Director or Claims Manager* within forty-eight (48) hours of receipt of same. MVRMA will confirm receipt of any suit and advise the member city of a defense assignment in writing.

2. All other claims shall be reported to the Claims Manager within ten (10) business days of the loss, claim, or notice of same, whichever shall first occur. Claims shall be reported through the Association's website or with MVRMA-provided reporting forms. The Claims Manager will acknowledge receipt of the claim by email or phone to the member within one business day.

** "Claims Manager" means either the Claims Manager employed by the Association or the contracted third-party claims administrator.*

Miami Valley Risk Management Association

For a first report of loss or injury form, with active dropdown boxes, that can be downloaded to your computer.

FIRST REPORT OF LOSS OR INJURY

Claim Type (check all which may apply):

- | | |
|--|--------------------------|
| 1) A City Property Damage Claim (above \$1,000 threshold) | <input type="checkbox"/> |
| 2) A City Liability Claim (all claims) | <input type="checkbox"/> |
| 3) Subrogation claim | <input type="checkbox"/> |
| 4) An incident or event, but only for informational purposes | <input type="checkbox"/> |

City:

Department:

Date of Loss:

Date of Report:

Employee Preparing Report:

Employee Email Address or Phone#:

Description of claim or incident:

Description of damage to city property:

Third-party claimant's information:

Name:

Phone #:

Address:

City & State:

Zip Code:

Description of injuries or property damage to third-party claimants:

Please forward the supervisor's investigation report, police report, repair estimate, or any other information relating to the loss. (1/08)

MIAMI VALLEY RISK MANAGEMENT ASSOCIATION
LITIGATION MANAGEMENT POLICY

Originally Adopted by MVRMA Board: July 20, 1989

Amended: October 3, 1994
 June 19, 2006
 June 16, 2008
 December 19, 2018
 September 16, 2019
 June 22, 2020
 March 15, 2021

PURPOSE

This policy has been established to outline MVRMA’s philosophy of claims/litigation management, define the roles and relationships of MVRMA’s claims/litigation team (including the MVRMA member municipalities, defense counsel, the MVRMA Executive Director and Claims Manager*), and establish consistent rules for managing the defense of lawsuits filed against MVRMA municipalities.

It is also intended that this policy will ensure good communication between the members of MVRMA’s “defense team” so that an effective and proactive defense can be provided for each suit presented to MVRMA. It is expected that this policy will provide for an expedient, efficient, cost-effective, and just disposition of each case.

ROLE OF THE MEMBER MUNICIPALITY

In accordance with MVRMA’s Claims Reporting Procedure, each MVRMA member is responsible for communicating service of a lawsuit to the MVRMA Claims Manager or the MVRMA Executive Director within forty-eight (48) hours of receipt. Once defense counsel has been assigned, the member municipality shall cooperate fully with MVRMA and its representatives/service providers through final disposition of the suit.

ROLE OF THE CLAIMS MANAGER (Pre-Suit)

Upon receipt of each claim, the Claims Manager shall complete an investigation to evaluate the member’s exposure and establish an adequate reserve for the claim. Thereafter, the Claims Manager shall promptly pursue resolution of the claim by either recommending a settlement or a denial of the claim. If the Claims Manager is unable to develop all necessary information to make such a recommendation, he/she may seek authorization from the MVRMA Executive Director to engage adjusters, third-party investigators, attorneys, or other professionals to conduct further investigation, as necessary.

The Claims Manager is responsible for initiating all reasonable actions needed to control the cost of each claim presented against MVRMA and its members. The Claims Manager shall, therefore, be vigilant of situations which may lead to suit and may make recommendations to the MVRMA

member and MVRMA Executive Director to settle potential suits preemptively. He/She shall negotiate and equitably settle claims as circumstances allow. This shall be done by direct communication with the claimant or his/her legal representative(s) after authorization from the MVRMA Executive Director. The Claims Manager shall keep the MVRMA Executive Director apprised of the status of all such negotiations.

The Claims Manager shall immediately disclose to the Executive Director if he/she has an actual, potential or perceived conflict of interest with respect to a claim. If a conflict exists, the Executive Director or designee shall assume the Claims Manager's duties with respect to that claim.

ROLE OF THE CLAIMS MANAGER (Post-Suit)

If reasonable settlement is not possible or desirable (or in the event the Claims Manager lacked prior knowledge of circumstance which might lead to a suit) and suit is filed, the Claims Manager shall, within 72 hours of first notice of the suit, communicate with the MVRMA Executive Director to ensure that he/she is aware of the litigation. The Claims Manager shall also review the loss reserve for the claim and adjust it as necessary (or establish a loss reserve for the new suit, if no prior claim had been submitted) to ensure that an adequate reserve, including loss adjustment expenses, is always in place.

Following the assignment of defense counsel, the Claims Manager shall assist in further investigation or information gathering as directed by defense counsel. As circumstances warrant, the Claims Manager may be directed by defense counsel to engage in negotiations with the claimant or plaintiff's counsel.

The Claims Manager shall maintain a "Suit Log" of all suits noting the parties to the litigation, assigning a MVRMA claim number, noting the loss year to which the claim has been assigned, noting the filing date of the suit and its receipt date by the MVRMA member, noting the attorney to which the suit was assigned and the date of assignment, and noting the date and nature of any Reservation of Rights or Coverage Denial letters communicated to the member by MVRMA.

In addition, the Claims Manager shall be responsible for reviewing all statements for attorneys' fees and third-party bills submitted in connection with pre- or post-suit litigation activities.

ROLE OF THE DEFENSE COUNSEL

The attorney(s) representing MVRMA in a lawsuit owe(s) the MVRMA member the highest degree of professional care and good faith during the period of his/her representation. Defense counsel shall abide by the Code of Professional Responsibility and by the rules of the Bar to which counsel is admitted. MVRMA's contractual duty to provide a defense to the member also encompasses the expectation that defense counsel shall take whatever measures are prudent or necessary to avoid or limit liability and to aid in minimizing or avoiding damages. Counsel shall ensure that it has no conflict of interest in representing MVRMA or its member municipality and shall deliver to MVRMA acceptance or denial of the assignment, in writing, within 48 hours.

MVRMA expects an aggressive approach to each case. Generally, an aggressive gathering of information by the attorney, working with the Executive Director, Claims Manager or other approved service providers, and the member will aid the goal of a prompt and efficient disposition

to each suit. Part of the information gathering process shall include a requirement that plaintiff's counsel be contacted by defense counsel within thirty (30) business days of the assignment to determine the specific demands and conditions which the plaintiff is seeking and whether a settlement is possible. Upon receipt, this information shall be conveyed, in writing, to the Claims Manager. Defense counsel shall also seek voluntary cooperation from the member and plaintiff's counsel so that essential facts and discovery can be exchanged informally and promptly. Important evidence should be obtained promptly through the most efficient and cost-effective means possible.

These guidelines notwithstanding, it is essential that the effort of counsel and the cost of defense be in proportion to the seriousness of the matter in question and that counsel confer as needed with the Executive Director or Claims Manager and/or the member municipality to determine how to bring each case to a conclusion.

REPORTING REQUIREMENTS FOR ATTORNEYS

Defense counsel will provide relevant information to MVRMA, the member and other defendants as necessary to facilitate an understanding and evaluation of the claim.

In regard to depositions, they will not order any transcripts without a specific purpose such as supporting a motion for summary judgment or preparing for trial. They will, however, provide MVRMA with a summary of any deposition, which summary shall not exceed two pages.

Not later than 30 days after assignment of a suit, defense counsel shall provide the Claims Manager with a brief preliminary assessment of the suit in a format prescribed by MVRMA. Such assessment shall include: (1) acknowledgement of receipt of the assignment; (2) confirmation the member has been contacted; (3) a brief summary of the facts/allegations; (4) identity of any co-defendants and comments on whether there is potential for contribution or indemnity; (5) a preliminary evaluation of both liability and damages; and (6) counsel's initial recommendations as to settlement or defense of the suit.

Not later than March 31st, June 30th, September 30th and December 31st of each year, defense counsel shall provide written Suit Assessments (as prescribed by MVRMA), including legal fee budgets, to the Claims Manager for each active suit assigned to the attorney. The basis for evaluating claims shall be on a "most likely scenario" basis rather than a "worst possible scenario" basis. The budgets shall be based upon work anticipated prospectively to the expected conclusion of the litigation. In addition to these quarterly reports, an updated Suit Assessment report shall be provided to the Claims Manager at least thirty (30) days before any trial is scheduled to begin in accordance with any requirements of MVRMA's excess carriers or reinsurers.

Finally, all MVRMA defense counsel shall provide written reports in a format prescribed by MVRMA summarizing the status of all suits to which they have been assigned by March 1, June 1, September 1 and December 1 so this information can be included in agenda packets for the MVRMA Board Meetings held those months.

BILLING GUIDELINES FOR ATTORNEYS' FEES

Statements for legal services shall comply with the approved fee schedule in each engagement agreement with MVRMA. Statements shall be submitted quarterly. MVRMA shall submit payment within thirty (30) days of receipt. Interim statements for expenses exceeding \$500 may also be submitted and paid in like fashion.

All statements shall be itemized in 1/10 of an hour increments, based upon contemporaneous time records. MVRMA shall not accept any block billings or minimum/standard billing charges. The date, description of the service rendered, time and fees charged per task, and identity of the person providing the service (along with his/her hourly rate) shall be provided for each entry. Detailed documentation shall also be provided for out-of-pocket expenses and disbursements incurred in MVRMA's behalf, including expenses to engage consultants and expert witnesses approved by the Executive Director.

Each statement will summarize, for each file, current period services provided and cumulative fees and expenses paid to date from the inception of the legal activities. A summary of each biller's work on the file shall also be provided.

The Claims Manager shall review all statements for services rendered and make inquiries on any questionable items to the attorney and, if necessary, to the Executive Director. Items still in question shall be brought back to the firm by the Executive Director for further explanation prior to payment authorization.

All work shall be performed and billed at its appropriate level of legal complexity and skill level. Paralegal work is still paralegal work, whether performed by a partner, associate, or paralegal, and shall be billed accordingly. In addition, MVRMA will only pay for tasks which are necessary for the case.

In addition to the limitations placed on billings listed above, MVRMA shall not pay for services not ordered or not needed, for services not received, for depositions, engagements of experts, or legal research not authorized by the Executive Director, nor for services which are below specifications.

INSURANCE REQUIREMENTS FOR ATTORNEYS

Attorneys providing services pursuant to this policy shall maintain professional liability (errors and omissions) insurance with limits no less than \$1 million per claim or occurrence.

ROLE OF THE EXECUTIVE DIRECTOR

The Executive Director shall be responsible for the selection and assignment of defense counsel in all suits, in accordance with the MVRMA bylaws and policies established by the MVRMA Board. The Executive Director upon receipt of a suit shall review it and determine whether coverage is appropriate through MVRMA. If the suit constitutes a valid claim he shall assign defense counsel within a seventy-two (72) hour period. The Claims Manager shall then communicate all defense counsel assignments, in writing, to the member municipality and assigned counsel. If the suit does not constitute a valid claim, he shall communicate this information to the member municipality in writing, also within a seventy-two (72) hour period. A

member has the right to dispute the decision to deny coverage in accordance with the MVRMA bylaws and MVRMA's Dispute Resolution Policy.

In assigning counsel, the Executive Director may generally assign suits only to those firms previously certified and engaged to do work for MVRMA by the MVRMA Board. However, in unusual circumstances where due to the complexity of the litigation, the need for multiple defense counsel assignments or the existence of conflicts of interest which would preclude all certified and previously engaged firms from accepting a defense assignment, the Executive Director may choose other qualified counsel, on an ad hoc basis, to best represent the member municipality.

The Executive Director shall be responsible for monitoring the progress of all litigation matters, as well as the loss adjustment expenses, including attorneys' fees, of each suit and the performance of the service providers. At least every six months, the Executive Director, the Claims Manager and the attorneys assigned to defend MVRMA suits shall meet to discuss all matters of open or pending litigation, to ensure that a strategy of defense has been laid out for each suit, that reserves are adequate, and that there is a good communication within the defense team.

The Executive Director shall be responsible for evaluating the general performance of counsel and the Claims Manager on not less than an annual basis, and shall also be responsible for negotiating any contractual agreements or amendments with said service providers as directed or authorized by the MVRMA Board.

At each regularly scheduled Board Meeting, a report will be presented to the Board for each pending claim for which a reserve amount greater than \$25,000 has been set. Approval of this report shall constitute advance notice under the MVRMA Bylaws of a possible settlement in excess of \$25,000 and shall constitute sufficient authority to permit the Executive Director or his designee to settle a claim or suit for an amount up to the reserve amount for said claim or suit.

Settlement of any pending claim or lawsuit of \$25,000 or less may be authorized by the Executive Director or his designee.

In accordance with Article XIV of the MVRMA Bylaws, whenever the Association proposes to settle any pending claim or suit for an amount in excess of \$10,000, the Executive Director or his designee, shall, if possible under the circumstances attempt to notify the member involved of the exact amount of the proposed settlement at least ten days in advance of the date the Association intends to bind itself to pay such settlement amount. If there is not sufficient time to notify the member of the proposed settlement, the Executive Director or his designee may settle a claim or suit for an amount in excess \$10,000 provided said settlement does not exceed the amount of the reserve.

If a member municipality disagrees with the amount at which MVRMA proposes to settle a suit, that member, through its Law Director, CEO, or Board Representative (s) may notify the Executive Director and exercise its right to provide an optional defense in accordance with Article XIV of the bylaws.

INTERACTION OF ALL PARTIES WITH THE GOAL OF PROMPT DISPOSITION

The efficient resolution of claims will depend upon the extent of cooperation and assistance the “defense team” extends to each other. The key to success in this process is communication.

The defense attorney and Claims Manager share the common goal of prompt and equitable disposition of all lawsuits. An early exchange of views is encouraged in order to identify pertinent issues and outline the most effective course available to resolve the claim in the best interests of MVRMA and the member municipality. Even though independent judgment must be exercised by the defense attorney and Claims Manager, the obligation to ensure the maintenance of open lines of communication is held equally by counsel and the Claims Manager, with both parties answerable, ultimately, to the Executive Director. Each party must be available to receive and exchange views whenever necessary.

Initially, the Claims Manager and member should provide counsel with all investigative evidence and information gathered prior to the defense assignment to avoid duplication of effort. Counsel should thereafter promptly advise the Claims Manager of all pertinent information obtained. Should additional activity be necessary, the Claims Manager must determine how the task will be accomplished most efficiently and by whom. Communication must then continue with a constant view toward timely resolution of the claim.

Disposition is most often accomplished through settlement. The primary responsibility and authority for settlement remains with the Executive Director, or his designee, subject to the provisions of the bylaws. However, the assistance of counsel will generally be sought in communicating settlement offers to plaintiff’s attorney.

When any disagreement occurs between the members of the defense team that cannot be resolved, it is the mutual responsibility of the member, the Claims Manager and defense counsel to communicate the issues to the Executive Director for appropriate direction and final determination by the Executive Director.

** “Claims Manager” means either the Claims Manager employed by the Association or the contracted third-party claims administrator.*

MIAMI VALLEY RISK MANAGEMENT ASSOCIATION
CLAIMS MANAGEMENT POLICY

Originally Adopted by MVRMA Board: September 20, 2014

Amended: March 15, 2021

PURPOSE

This policy has been established to set forth MVRMA's philosophy and guidelines in managing claims.

POLICY STATEMENT

It is the policy of the Miami Valley Risk Management Association to:

1. Provide high quality claims management services in a professional manner;
2. Encourage timely and effective member claim reporting;
3. Maintain adequate claim loss and expense reserves; and
4. Provide a fair member claims dispute resolution process.

PROCEDURE AND EXPECTED POLICY OUTCOMES

- a. Prompt investigation, defense and when appropriate, settlement of claims in accordance with MVRMA's claims handling procedures.
- b. Compliance with fair claims practices and applicable regulations.
- c. Denial of those claims where we are not liable or the demand to settle is clearly beyond the norm of fair and reasonable compensation.
- d. Claims reserves that reflect the probable ultimate cost or most likely outcome of disposing of the claim, whether by denial, settlement, or jury verdict at 24 months from the date the claim is filed based upon available information on each claim. Reserve changes within a short period of time or "stair-stepping" (incremental increases to cover short term expense or indemnity) must be avoided.
- e. Formal evaluation of litigation reserve levels twice a year during the open claims meeting with MVRMA defense counsel. If warranted, the reserves will be increased or decreased to reflect the most likely outcome.
- f. Claims reserves that are not discounted on the pool financial statements.
- g. A member claims dispute resolution process that provides members the opportunity of an appeal when coverage is denied.
- h. A Claims Management Procedures Manual that describes MVRMA's claims handling standards, procedures and practices.

RESPONSIBILITIES

- a. The Board of Trustees shall be responsible for the adoption and/or amendment of the Claims Management Policy.
- b. The Executive Director shall be responsible for implementing the Claims Management

Policy.

- c. The Claims Manager* shall be responsible for managing claims and developing sound claims handling standards and incorporating those into a Claims Management Procedures Manual.

MONITORING

- a. The Executive Director shall provide the Board of Trustees with a quarterly claims report that provides a summary of open claims and incurred losses in excess of \$25,000.
- b. The Board of Trustees shall retain a qualified actuary to provide an annual loss reserve certification to assure the adequacy of loss reserves.
- c. MVRMA shall have an independent claims audit performed not less than once every three years by a qualified independent claims auditor.
- d. The independent claims audit report shall be presented to the Board of Trustees together with management's response and action plan for implementing the claims audit recommendations.
- e. The Board of Trustees shall review the claims management policy after each claims audit.

* *"Claims Manager" means either the Claims Manager employed by the Association or the contracted third-party claims administrator.*

MIAMI VALLEY RISK MANAGEMENT ASSOCIATION

RISK MANAGEMENT PERFORMANCE AWARDS POLICY /PROCEDURE

Originally Adopted by MVRMA Board: September 22, 2014

POLICY

It is the policy of the MVRMA Board to recognize excellent performance in controlling losses. To be eligible for an award, a member city must have completed one full year of MVRMA membership.

PROCEDURE:

Each May, MVRMA's Awards Committee will meet to determine the Risk Management Performance Award winners based on the previous loss year.

Overall Award:

The Overall Award trophy is based on all losses for all departments and is presented to the city with the lowest dollar losses per full-time employee. Upon request, MVRMA staff will make the presentation at a council meeting or other gathering.

Standard of Excellence Award:

Cities with losses less than \$100 per employee will receive a Standard of Excellence Award trophy. Upon request, MVRMA staff will make the presentation at a council meeting or other gathering.

Zero Loss Departments:

Departments achieving zero losses will be recognized with a breakfast or other celebration in their honor, or they may choose to receive \$250.00 toward any safety related training that would benefit the department. Employees of zero-loss departments may receive individual certificates recognizing their efforts, if requested. The following departments are eligible for an annual Departmental Award:

Police Department
Fire Department
Streets and Refuse Department
Parks and Recreation Department
Water and Wastewater Department

Consecutive Years Zero Losses:

Any department with three or more consecutive zero-loss years is recognized with a plaque recognizing the accomplishment.