

**INTERGOVERNMENTAL CONTRACT
FOR THE ADMINISTRATION OF THE
PUBLIC ENTITIES POOL OF OHIO**

Whereas, _____ is an existing or new Member of the Public Entities Pool of Ohio;
and

Whereas, the Revised Code of the State of Ohio authorizes political subdivisions to contract for the purpose of entering into a joint self-insurance pool; and

Whereas, certain Ohio political subdivisions have entered into a Contract and formed a joint self-insurance pool known as the Public Entities Pool of Ohio; and

Whereas, the Board desires on the twentieth anniversary of the Public Entities Pool of Ohio to update and modernize the Intergovernmental Contract by making several improvements and changes to the Contract; and

Now, therefore, all new and existing Members agree to abide by the terms and conditions of this Contract; and

In consideration of the mutual covenants of all signatories to the Intergovernmental Contract of the Public Entities Pool of Ohio, it is agreed as follows:

ARTICLE I – NAME

The joint self-insurance pool created by this Contract shall be known as the Public Entities Pool of Ohio and may be referred to as the "Pool."

The signatories hereto together with future signatories establish a joint self-insurance pool for the purpose of effectuating this Contract. The Pool shall have a perpetual duration and shall continue until terminated pursuant to the terms and conditions of this Contract.

ARTICLE II – PURPOSE

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

The Pool shall not be considered an insurance company. The Pool's activities and operations do not constitute doing an insurance business.

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

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

This Contract shall not inure to the benefit of third parties nor does any party hereto waive such sovereign or governmental immunity as may be available to it individually. Furthermore, nothing contained herein shall be construed so as to create responsibility in one Member for the liabilities of any other Members.

In no event shall a Member be responsible, jointly or severally, for the liabilities of any other Member.

ARTICLE III – DEFINITIONS

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

1. Administrator --Administrator shall mean American Risk Pooling Consultants, Inc., and its successors and assigns, the entity designated to supervise the administration of the Pool and to perform such additional duties as shall be delegated by the Board, in accordance with an Administrative Agreement incorporated herein by reference, or such other entity as may be designated from time to time by the Board.
2. Annual Budgetary Contribution --Annual Budgetary Contribution shall mean those amounts necessary to fund the expenses of the Pool, including, but not limited to, administrative expenses, reinsurance expenses, or other fundings required to satisfy the requirements of any regulatory authority having jurisdiction over the Pool, and those other obligations of Members required by this Contract.
3. Basis Rate --Basis Rate shall mean that amount annually promulgated by the Administrator deemed necessary to provide the Scope of Coverage afforded to a Member for the period of one year, with due consideration to the Member's individual characteristics.
4. Board --Board shall mean the Board of Directors of the Public Entities Pool of Ohio.
5. Budgetary Fund --Budgetary Fund shall mean those amounts paid by Members pursuant to Article X.
6. Contract --Contract shall mean this Intergovernmental Contract, as amended, and all of its counterparts which will be executed by Members from time to time.
7. Cumulative Reserve Fund --Cumulative Reserve Fund shall mean those amounts paid by Members pursuant to Articles X and XI.
8. Cumulative Reserve Fund Contribution --Cumulative Reserve Fund Contribution shall mean those amounts paid by Members to fund the Cumulative Reserve Fund.
9. Governmental Entity --Governmental Entity shall mean a political subdivision in the State of Ohio or an independent or autonomous board, commission, or other local governmental entity authorized by law.
10. Member --Member shall mean a Governmental Entity participating in the Public Entities Pool of Ohio by executing this Contract.
11. Members' Contribution --Members' Contribution shall mean those amounts paid by Members to the Budgetary Fund and the Cumulative Reserve Fund.
12. Permanent Board Position --Permanent Board Position shall mean a position on the Board of Directors established by the Board pursuant to Article V.
13. Pool --Pool shall mean the Public Entities Pool of Ohio.
14. Revised Code --Revised Code shall mean the compiled statutes of the State of Ohio.
15. Risk Sharing Certificate --Risk Sharing Certificate shall mean that document provided a Member evidencing the scope, nature, and limits of participation in the Pool.
16. Scope of Coverage --Scope of Coverage shall mean the coverage, limits, and deductibles as outlined in the Appendix and subsequent amendments thereto.

ARTICLE IV - MEMBERSHIP

Membership of the Pool shall consist of Governmental Entities which have entered into this Contract or a counterpart, by and through a representative duly authorized to execute this Contract. Members agree to the admission of future Members and acknowledge that they shall have no right to object to the addition of new Members provided the new Members are admitted in accordance with the terms hereof. This Contract shall continue in force for Members unless the provisions for withdrawal or termination are applied.

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

The obligations of Members of the Pool shall be the following:

1. To report promptly to the Pool any incident which could result in a claim being made by or against the Member within the Scope of Coverage;
2. To cooperate with the Board and/or the Administrator in establishing loss control procedures required by the Board and/or the Administrator;
3. To provide to the Pool such information as needed for rating purposes, including, but not limited to, an audit prepared by the Member's staff, a certified public accountant, or by the Auditor of the State of Ohio of all revenues and expenditures by the Member for any Member's fiscal year for which figures are requested by the Administrator and/or the Pool;
4. To provide access to all applicable records, of any type, and to all properties of the Member upon request of the Administrator and/or Pool;
5. To cooperate with the Pool's attorneys, claims adjustors, the Administrator and any employee, officer, or subcontractor relating to the work of the Pool;
6. To allow attorneys and others employed by the Pool to represent the Member in investigation, settlement, and all levels of litigation arising out of any claim made against the Member within the Scope of Coverage furnished by the Pool; and
7. To pay when due all annual contributions or other contributions, due or required, to the Budgetary Fund or Cumulative Reserve Fund pursuant to this Contract.

ARTICLE V - BOARD OF DIRECTORS

~~1. **Composition of the Board of Directors.** The Board of Directors shall consist of no fewer than seven (7) members. The number of Board positions shall be determined from time to time by majority vote of the Board of Directors. The number of Permanent Board Positions shall always be less than the number of elected Board positions.~~

2. **Qualifications of Members of the Board.** Members of the Board shall be either:

- a. Elected or appointed officials of Pool Members, or
- b. Representatives of Pool Members.

3. **Eligibility and Vacancies.** Should the number of members of the Board become less than the number authorized by the Board, or required by this Contract, due to disqualification, death, incompetence, resignation, or other cause, the remaining members of the Board may appoint a person or persons to fill the remaining term(s) of such vacancy or vacancies. Any member of the Board may resign by sending notice of resignation to the Administrator or to the Chair.

4. **Term of Members of the Board.** Board members shall be elected to three (3) year terms in accordance with an Election Policy established by the Board, and as amended from time to time. Such terms shall be organized so that approximately one-third (1/3) of the Board members shall be elected each year. Board members shall serve until their successors have been elected. Members and Directors may nominate candidates according to the Election

Policy. Each Member shall have one (1) vote. There shall be no prohibition on election to successive terms. Election shall be by a majority vote of those Members voting. Each Member shall be entitled to one vote for each open position. The Association of Ohio Health Commissioners, Inc. shall be entitled to designate an individual to fill a Permanent Board to represent health districts in Ohio. In the event such a Board member is not designated, the Board shall designate a representative of health districts to occupy that position. Additional Permanent Board Positions may be established by a majority vote of the Board.

5. **Meetings of the Board.** Meetings of the Board shall be held at least annually at such time as it shall prescribe. Any item of Pool business may be considered at such meetings. Special meetings may be called by the Administrator or the Chair, or by a majority of the Board and may be held in person or by electronic, telephonic, or executed written document methods.

6. **Officers.** By majority vote, the Board at its first regular meeting of each fiscal year, shall select from the members of the Board a Chair, Vice-Chair, Secretary, and Treasurer. There shall be no prohibition on election to successive terms.

7. **Executive Committee.** The officers shall constitute the Executive Committee. The Executive Committee shall act on urgent matters between Board meetings. It shall report any action taken to the Board at its next meeting for ratification.

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

9. **Clerk.** The Administrator shall serve as Clerk to the Board and all Board Committees and shall attend all Board and Committee Meetings.

ARTICLE VI - POWERS & DUTIES OF THE BOARD OF DIRECTORS

The Board shall administer this Contract and manage the Budgetary and Cumulative Reserve Funds. The Board shall be empowered to undertake or delegate to others to perform and carry out, on behalf of the undersigned, each and every act necessary, or desirable, for carrying out the purposes of this Contract and the work of the Pool, including, but not limited to, the following:

1. Administering the Pool, receiving Member Contributions to the Pool, and settling and paying claims and losses on behalf of Members;
2. Making and entering into subcontracts to conduct and operate the Pool, including, but not limited to, the execution of an Administrative Agreement;
3. Employing agents and employees on behalf of the undersigned;
4. Incurring liabilities and charges against the common funds of the Pool, but no charge, liability, or obligation so incurred shall be the charge, liability, or obligation of any individual party to this Contract;
5. Engaging in litigation for the Pool or Members;
6. Acquiring and disposing of personal property;
7. Advising Members on loss control guidelines and procedures, and providing them with risk management services, loss control, and risk reduction information;
8. Purchasing reinsurance and excess insurance and entering into such excess risk sharing pools as may be available and deemed desirable for the protection of the Members and the Pool itself;
9. Investing Pool funds in securities and investments in a prudent and lawful manner;
10. Promulgating procedures and regulations for the general administration of this Contract;
11. Taking such action as is necessary to terminate the participation of any Member that fails to comply with the requirements of the Board concerning contractual obligations; and

12. Providing surety and fidelity bonds for Members of the Board and all other persons charged with the custody or investment of Pool monies.

ARTICLE VII – ADMINISTRATOR

The Board may delegate to the Administrator such of its powers and duties as the Board shall deem advisable. All signatories hereto ratify and endorse the Administrative Agreement between the Pool and the Administrator. The undersigned further acknowledges that in the event the Administrative Agreement has been executed prior to its execution of this Intergovernmental Contract, the undersigned ratifies and adopts the Administrative Agreement.

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

ARTICLE VIII – LIABILITY OF THE BOARD OF DIRECTORS AND ADMINISTRATOR

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

No covenant or agreement contained herein shall be deemed to be the covenant or agreement of any individual Member of the Board or the Administrator nor any of their employees, and no such persons shall be subject to any personal liability or accountability by reason of the acceptance of a position or the undertaking of the performance of any of the responsibilities, obligations, or duties contemplated in the carrying out of this Contract.

ARTICLE IX – INDEMNIFICATION

The Pool's funds may be used to indemnify, defend, and hold harmless any member of the Board, the Administrator, its directors, officers, employees, and subcontractors ("indemnified parties") for any act or omission taken or omitted in good faith by the indemnified parties relating to or arising out of the conduct of Pool business. The indemnity, defense and hold harmless provisions of this Contract shall be joint and several with all signatories to this Contract; provided, however, this obligation shall be considered an expense of the Pool and in no event shall any individual signatory be liable for more than its pro rata contractual obligation herein.

The Administrator may purchase insurance providing coverage for any indemnified party.

ARTICLE X – ESTABLISHMENT OF BUDGETARY FUND

1. The Board shall establish a Budgetary Fund which shall consist of Annual Budgetary Contributions in amounts deemed sufficient to produce annually a sum of money necessary to fund the administrative expenses and reinsurance expenses of the Pool, to pay current year claims and claims expenses, and to fund any deficiencies in the Cumulative Reserve Fund, including any deficiencies resulting from the Pool's obligation to satisfy the requirements of any regulatory authority.

2. Thirty (30) days prior to the Pool's fiscal year end, or at such other time as directed by the Board, the Administrator shall prepare an estimate of the expenses of the Pool for the succeeding fiscal year. Such estimate shall then be allocated, after approval by the Board of Directors, on a pro rata basis to the Members as their Annual Budgetary Contribution which shall be due on the Member's Casualty Risk Sharing Certificate anniversary date. Each Member's pro rata share of the Annual Budgetary Contribution shall be the proportion that said Member's Basis Rate bears to the total of all Members' Basis Rates.

3. In the event that the sum of the administrative expenses and reinsurance expenses together with the current year claims payments and claims expense payments for any Pool fiscal year are less than the funds available in the Budgetary Fund, such surplus in the Budgetary Fund shall be applied toward the Annual Budgetary Contributions of the Members for subsequent years.

4. In the event that the sum of the administrative expenses, reinsurance expenses, and current year claims payments and claims expense payments for any Pool fiscal year exceed funds available in the Budgetary Fund, such deficiency shall be withdrawn from the Cumulative Reserve Fund. The deficiency thus created in the Cumulative Reserve Fund shall be replenished by adjusting the Annual Budgetary Contributions of the Members for subsequent years in an amount equal to such deficiency.

ARTICLE XI – ESTABLISHMENT OF CUMULATIVE RESERVE FUND

In addition to the Annual Budgetary Contributions made to the Budgetary Fund pursuant to Article X, Members shall make annual contributions for the establishment of a Cumulative Reserve Fund. Such contributions shall be based on each Member's Basis Rate in accordance with the following schedule or a future schedule adopted by the Board:

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

Thereafter, no further contribution shall be made to the Cumulative Reserve Fund unless the Board shall require further annual contributions for the purpose of maintaining the Cumulative Reserve Fund at a level equal to 200% and not more than 300% of the total current Basis Rates of all Members or to comply with the requirements of any applicable regulatory authority having jurisdiction over the Pool. The Board may, from time to time, authorize the distribution of a portion of the Cumulative Reserve Fund to fully vested Members.

ARTICLE XII – MEMBERS' WITHDRAWAL, CANCELLATION, OR TERMINATION

1. Members agree to continue membership for a period of not less than one (1) full year. At the conclusion of such period, or on the anniversary thereof, a Member who has given sixty (60) days prior written notice to the Pool may withdraw. Such withdrawal notice shall be valid for a period of one hundred twenty (120) days. Within one hundred twenty (120) days following withdrawal, the Pool will refund to the withdrawing Member that percentage of those Cumulative Reserve Fund contributions made to the Pool by said withdrawing Member according to the following schedule:

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

The Pool shall deduct from such refund the Annual Budgetary Contribution which the withdrawing Member would have made for the one (1) year period following withdrawal together with the withdrawing Member's proportionate share (determined in the manner set forth in Article X above) of any deficiency in the Cumulative Reserve Fund created pursuant to paragraph 4 of Article X.

Effective 12:01 a.m. on the date of withdrawal, payments for all claims and claims expenses shall thereafter become the sole responsibility of the withdrawing Member without regard to whether a claim occurred or was reported prior to the withdrawal of the Member's participation in the Pool.

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

2. The Pool may, by a two-thirds (2/3) majority vote of the Board, and sixty (60) days prior written notice to the Member, cancel a Member's participation in the Pool and terminate its Intergovernmental Contract effective at the end of any Risk Sharing Certificate year. Thereafter, it shall be the responsibility of the Pool to defend, settle, and pay claims within the scope and limits set forth in the cancelled Member's Risk Sharing Certificate in effect on the date of

the occurrence out of which such claim arose. This provision shall apply solely to claims for occurrences during the cancelled Member's participation, as evidenced by the Member's Risk Sharing Certificate. The cancelled Member shall have the right, prior to the actual date of cancellation, to withdraw from the Pool by giving notice of such withdrawal. Electing to so withdraw, the Member shall be subject to the provisions of paragraph one (1) of this Article. Failing to elect to give notice of withdrawal, the cancelled Member forfeits all rights to a refund of those Cumulative Reserve Fund contributions made to the Pool by said cancelled Member.

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

ARTICLE XIII - SCOPE OF RISK SHARING PROTECTION

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

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

3. In the event that a claim or series of claims exceeds the amount of risk sharing protection provided by the Member's Risk Sharing Certificate, or in the event that a claim or series of claims should exhaust the Budgetary Fund, the Cumulative Reserve Fund, and any reinsurance, then payment of said claim or series of claims shall be the sole and separate obligation of the individual Member or Members against whom the claim or series of claims were made.

4. A Member may purchase, in its sole discretion, insurance coverage in addition to those coverages provided by the Pool.

5. The Board may make changes in the Scope of Coverage, the amount of risk sharing protection provided, or risk sharing retention by the Pool, upon consideration of the needs and requirements of Members, loss experience, or the kind and amounts of reinsurance or other excess coverage available. When the Board takes such action, notice shall be provided to all Members on the next anniversary of their participation in the Pool by means of an updated Appendix reflecting the changes made.

ARTICLE XIV - TERMINATION

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

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

ARTICLE XV - MISCELLANEOUS PROVISIONS

1. The provisions of this Contract shall be interpreted pursuant to the Law of the State of Ohio.
2. The Courts of the State of Ohio shall have jurisdiction over any dispute arising under this Contract. The terms of this Contract may be enforced in a court of law in the State of Ohio either by the Pool or by any Member.
3. The consideration for the obligations imposed upon Members pursuant to and under this Contract shall be the mutual promises and agreements of all Members who now execute or who hereafter execute this Contract.
4. This Contract may be executed in duplicate originals or counterparts now or at any time in the future.
5. No waiver of any breach of this Contract or any provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any of the other provisions herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligations or acts.
6. This Contract shall be binding upon and shall inure to the benefit of all Members who shall have executed this Contract and complied with the financial requirements hereunder, provided that the Members shall have been duly approved in accordance with the terms and provisions of this Contract.
7. The provisions of this Contract shall be deemed severable and if any provision or part thereof is held to be unenforceable, void, or invalid under applicable law, such provision or part may be changed to the extent reasonably necessary to make the provision or part, as so changed, enforceable, valid, or binding. If any provision of this Contract is held to be unenforceable, void, or invalid in its entirety, the remaining provisions of this Contract shall not in any way be affected or impaired, but shall remain binding in accordance with their terms, and this Contract shall be so interpreted.
8. This Contract, the Appendix, and the Risk Sharing Certificate contain the complete agreement between the parties, and no representations or oral statements made or heretofore given shall constitute a part of this Contract. In the event that any provision of this Contract is in conflict with or is incompatible with the Appendix or attachments hereto or the Risk Sharing Certificate issued hereunder, the terms and conditions of this Contract shall prevail and take precedence.
9. This Contract may be altered or amended only by amendments duly adopted in accordance with the terms and conditions of this Contract; provided, however, that the Risk Sharing Certificate may be amended from time to time to reflect the exposures of each Member.
10. The caption headings used in this Contract are used merely for identification purposes and shall not be deemed a part of this Contract.
11. Whenever in this Contract, words, including pronouns, are used in the singular or plural, masculine or feminine, they may be read and construed in the plural or singular, or feminine or masculine, respectively, wherever they so apply.
12. This Contract may be amended by the Board with the approval of two-thirds (2/3) of the Members of the Board; all Members agree to accept, as a condition of their membership in the Pool, those amendments adopted from time to time by the Board. Notice of any amendments shall be provided to each Member no later than the next annual anniversary date of its membership in the Pool.
13. The Board may, with the approval of two-thirds (2/3) of the Members of the Board, elect to reform or reconstitute the Pool to a stock, mutual, or reciprocal insurance company operating as a captive, Risk Retention Group, or other risk sharing entity.
14. The Pool shall maintain a fiscal year ending December 31 of each year.
15. The Pool shall, in accordance with the Revised Code of the State of Ohio, be considered a separate entity for the public purpose of enabling the Members of the Pool to obtain insurance or to provide for the joint administration of the funds of the Pool.

ARTICLE XVI - AGENT AND OFFICE

The agent of the Pool for service of notice shall be the Public Entities Pool of Ohio, attention General Counsel. The office of the Pool shall be 29200 Northwestern Highway, Suite 300, Southfield, Michigan, 48034.

ARTICLE XVII - ADMINISTRATOR

Wherever the term Administrator is used in this Contract, that term shall refer to American Risk Pooling Consultants, Inc., its successors and assigns, or such other entity as may be designated from time to time by the Board. Wherever the term Administration Agreement is used in this Contract, that term shall refer to the Administration Agreement which the Board is authorized to enter into with Administrator, which Administration Agreement is incorporated herein by reference. By execution of this Intergovernmental Contract, the undersigned hereby ratifies, adopts, and approves the Administrator and the Administration Agreement and authorizes the Administrator to perform its duties and exercise its power hereunder.

ARTICLE XVIII - NOTICE

All notices required to be given under this Contract shall be in writing and shall be sent certified mail return receipt requested with postage prepaid or as otherwise provided herein. Notices by a Member to the Pool shall be sent to the address in Article XVI to the attention of the Administrator. Notices to a Member shall be sent to the representative of the Member at the Member's last known address.

In the event that any party to this Contract desires to change its address, notice of change of address shall be sent to the other party in accordance with the terms and provisions of this Article.

ARTICLE XIX - EXECUTION

1. **New Members - Presentation at Meeting of Political Subdivision.** The undersigned, by executing this Contract on behalf of the undersigned political subdivision, represents that this Contract (and the disclosure statement appended hereto) has been presented at a meeting of the political subdivision not less than one week prior to the meeting at which the undersigned political subdivision authorized the execution of this Contract. Attached hereto and incorporated herein by reference is the public disclosure statement.

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

The parties acknowledge and agree that facsimile signatures and the signature of the Administrator on behalf of the Public Entities Pool of Ohio shall be legal and binding.

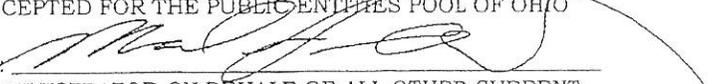
In witness whereof, this Contract was executed on the ____ day of _____, 20____, by the undersigned duly authorized representative of the Governmental Entity indicated below.

GOVERNMENTAL ENTITY: _____

By: _____

TITLE: _____

ACCEPTED FOR THE PUBLIC ENTITIES POOL OF OHIO

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

**PUBLIC ENTITIES POOL OF OHIO
APPENDIX**

Scope of Coverage

PUBLIC ENTITIES POOL OF OHIO provides the following:

1. Coverage Document

a. Coverages offered by the Pool may include:

General Liability
Automobile Liability
Automobile Physical Damage
Public Officials Liability
Property and Inland Marine
Police Professional Liability

b. **THE COVERAGES LISTED ABOVE ARE INTENDED TO BROADLY OUTLINE THE PROGRAM PROVIDED BY THE POOL. A SEPARATE COVERAGE DOCUMENT, THE RISK SHARING CERTIFICATE, ITEMIZING ALL COVERAGE INCLUSIONS, EXCLUSIONS AND CONDITIONS WILL BE ISSUED TO EACH POOL MEMBER AND SHALL, IN CONJUNCTION WITH THE INTERGOVERNMENTAL CONTRACT AS AMENDED FROM TIME TO TIME, CONTROL THE POOL MEMBER'S SCOPE AND TERMS OF COVERAGE.**

2. Limits of Coverage

The Pool offers limits of casualty coverage up to \$3,000,000 per line of coverage. Additional limits may be offered subject to availability of reinsurance.

3. Pool Retention

The Pool may retain up to \$500,000 of any one claim or loss per line of coverage.

4. Deductibles

Deductibles may be applied as appropriate to the individual risk, subject to the approval of the Administrator.

NOTICE: CONFIRMATION OF THE SCOPE, TERMS AND CONDITIONS OF THE COVERAGE OF ANY MEMBER OF THE POOL CAN ONLY BE MADE BY A CAREFUL EXAMINATION OF THAT MEMBER'S RISK SHARING CERTIFICATE.

PROPERTY COVERAGE AMENDMENT

This Amendment is made to the Intergovernmental Contract for the Administration of the Public Entities Pool of Ohio (Contract).

Whereas, the Contract established a joint self-insurance pool known as the Public Entities Pool of Ohio (Pool); and

Whereas, the Pool may provide Property, Vehicle Physical Damage, Inland Marine, Fidelity, and other similar coverage (Property Risk) commonly provided to a Governmental Entity; and

Whereas, the parties to the Contract acknowledge the Pool will include such Property Risk and desire to extend the Contract in certain limited respects to make the Contract apply to Property Risk;

Now therefore, the following modifications and extensions are made to the Contract and shall apply when the coverage being provided by the Pool is for Property Risk. This Amendment and the following modifications and changes are applicable only to coverage for Property Risk provided by the Pool:

1. The following definitions apply to this Property Coverage Amendment. All of the terms used in this Amendment shall have the meanings and definitions assigned or given to them in the Contract unless a separate definition is indicated or stated in this Amendment:

Annual Property Contribution	Annual Property Contribution shall mean those contributions made by Members, on an annual basis and amended from time to time, which are applicable to coverage for Property Risk.
Property Basis Rate	Property Basis Rate shall mean one hundred percent (100%) of a Member's Annual Property Contributions.
Property Contribution	Property Contribution shall mean the contribution made for Property Risk.
Property Coverage	Property Coverage shall mean the coverage afforded a Member for Property Risk, pursuant to the Member's Property Risk Sharing Certificate and subsequent amendments or endorsements thereto.
Property Fund	Property Fund shall mean the sum of the Members' Property Contributions, supplemented by investment income, if any, and reduced from time to time by losses and operating expenses.
Property Risk	Property Risk shall mean Property, Vehicle Physical Damage, Inland Marine, Crime, and other similar coverage commonly provided to a Governmental Entity.
Property Risk Sharing Certificate	Property Risk Sharing Certificate shall mean the document provided to a Member evidencing scope, nature and limits of Property Coverage participation in the Pool.

2. Establishment of Annual Property Contribution:

(A) An Annual Property Contribution shall be established consisting of amounts deemed sufficient to annually produce the sum of money reasonably necessary to fund the general and administrative expenses, reinsurance expenses, any contingencies, and losses and loss expenses for Property Risks.

(B) The Administrator shall advise each Member of its Annual Property Contribution, which shall be due annually or as stated in the Member's Property Risk Sharing Certificate.

(C) In the event that the Property Fund is insufficient during any Pool fiscal year to pay expenses and losses, the Administrator shall immediately collect any remaining reinsurance as may be available to the Pool. In the event that any available reinsurance and Property Fund balance are insufficient to pay expenses and losses, the Board of Directors may transfer funds from the Pool's other available funds. Repayment of such funds shall be made within three (3) years on a schedule to be determined by the Board of Directors.

3. For purposes of this Amendment, one hundred percent (100%) of a Member's Annual Property Contribution shall be deemed the Member's Property Basis Rate. Such Basis Rates shall be treated like all other Pool Basis Rates except that they shall not be considered as part of the Basis Rate for purposes of making the calculations under Article X of the Contract or for determining the withdrawal payment pursuant to Article XII of the Contract.

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

5. In the event that a Member does not make its Property Contributions when due, all Property Coverage shall terminate effective on the date when such contribution was due (the "termination date"). If the Member shall subsequently submit its payment the Administrator may, in its discretion, reinstate Property Coverage.

6. The following termination provisions shall apply to Property Coverage only:

(A) Members agree to continue such coverage, as is provided for Property Risk, for a period of not less than one full year. At the conclusion of such period, or anniversary thereof, a Member may terminate such coverage by giving notice to the Pool at least thirty (30) days prior to the end of such period.

(B) The Pool may terminate a Member's Property Coverage by giving notice to the Member of such termination at least:

(i) Ten (10) days prior to the effective date of termination if the Pool terminates for nonpayment by a Member of any required Property Contribution; or

(ii) Sixty (60) days prior to the end of any Property Risk Sharing Certificate year if the Pool terminates for any other reason.

(C) The notice of termination shall be made in accordance with Article XVIII of the Contract.

(D) The notice of termination shall state the effective date of termination at which time the coverage provided by the Property Risk Sharing Certificate shall terminate.

(E) If the Property Coverage is terminated, the Pool shall send the Member any contribution refund due. If the Pool terminates Property Coverage, the refund shall be pro rata. If the Member terminates, the refund will be less than pro rata. The termination of the Property Coverage shall be effective even if the Pool has not made or offered a refund.

7. Property Coverage applies only to losses that occur prior to the termination date. All rights for reimbursement or any right to claim against the Pool shall terminate for losses that occur after the termination date.

8. The Pool's retention in any one loss is limited to that stated under "Pool Retention" in the Appendix - Scope of Coverage.

9. This Amendment is intended to apply solely to Property Coverage and shall not be construed to amend, modify, alter, or change any of the terms, conditions, or provisions of the Contract other than as specifically enumerated herein. When dealing with all other forms of coverage the Contract shall remain in full force and effect, unaltered and unmodified by this Amendment.

10. In the event that the Pool terminates its existence pursuant to Article XIV of the Contract, the Pool shall continue to pay losses incurred within the scope of Property Coverage and pursuant to the Member's Property Risk Sharing Certificate, during the period of liquidation until all funds in the Property Fund are exhausted. After payment of all losses, any remaining funds held by the Pool in the Property Fund shall be paid to all those participants that were Members at the time of the vote for termination, and that participated in Property Coverage, as apportioned by the Board.

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

The parties acknowledge and agree that facsimile signatures and the signature of the Administrator on behalf of the Public Entities Pool of Ohio shall be legal and binding.

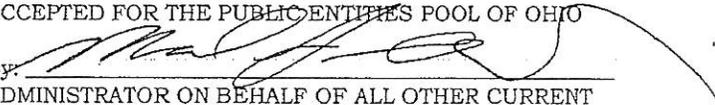
In witness whereof, this Contract was executed on the ____ day of _____, 20__, by the undersigned duly authorized representative of the Governmental Entity indicated below.

GOVERNMENTAL ENTITY: _____

By: _____

TITLE: _____

ACCEPTED FOR THE PUBLIC ENTITIES POOL OF OHIO

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

DISCLOSURE STATEMENT

This Disclosure Statement is appended to the Intergovernmental Contract (Contract) for the Public Entities Pool of Ohio. Pursuant to the provisions of the Revised Code of the State of Ohio, the following is disclosed:

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

This disclosure is intended to comply with the disclosure requirements of the Revised Code of the State of Ohio, and is appended to the Contract which is incorporated herein by reference. The entire Contract, together with supporting ancillary and incorporated documents, should be reviewed to fully analyze the Pool, its Administration, and the rights, duties, and obligations under the Contract. The Contract and any documents incorporated therein by reference are intended as a full and complete disclosure of all of the terms and conditions governing the rights and obligations of any signator. There are no representations, warranties, or promises unless they are contained in the Contract.

PROXY STATEMENT

Be it known, that the undersigned representative of the Governmental Subdivision (hereinafter referred to as "Member") hereby nominates and appoints the following individual and alternate to represent the "Member" with the PUBLIC ENTITIES POOL OF OHIO (hereinafter referred to as "Pool"). The individual and alternate shall act as liaison between the "Member" and the "Pool" for the purposes of relating risk reduction and loss control information, and any other information or instructions concerning the obligations of the "Member" imposed by signing of the Intergovernmental Contract and the rules and regulations established thereunder, to the same extent and with like effect as the undersigned could do if personally present and the undersigned does hereby ratify and confirm and adopt all action done or taken by the individual or alternate.

Individual: _____ Alternate: _____

Title: _____ Title: _____

In witness whereof, this Proxy was executed on the _____ day of _____, 20_____, by the undersigned duly authorized officers of the Governmental subdivision indicated below:

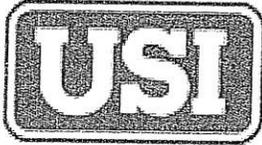
Governmental
Subdivision: _____

By: _____

Title: _____

By: _____

Its Clerk



COP

PEP INSURANCE PROPOSAL

Prepared for:

City of Willoughby Hills, Ohio

Policy Period: October 1, 2015 to October 1, 2016

Presented by: Rob Beglin, Vice President

Date Prepared: August 31, 2015

This is a coverage summary, not a legal contract. This summary is provided to assist in your understanding of your insurance program. Please refer to the actual policies for specific terms, conditions, limitations and exclusions that will govern in the event of a loss. Specimen copies of all policies are available for review prior to the binding of coverage.

Higher limits and additional coverage may be available. Please contact us if you are interested in additional quotes

USI Midwest LLC · 131 N. Ludlow, Suite 700 · Dayton, OH 45402 · 937.223.8891 · www.usi.biz

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10/10/15 10:00 AM

Property

Company: Public Entities Pool of Ohio

Policy Term: 10/1/2015 to 10/1/2016

Property	Limit	Valuation	Deductible
Blanket Building	\$12,538,055	Replacement Cost	\$ 1,000
Blanket Personal Property	\$ 3,528,242	Replacement Cost	\$ 1,000
Flood Limit	\$1,000,000		\$50,000
Earthquake Limit	\$1,000,000		\$50,000

Special Conditions

- No Blanket Personal Property at locations with no limit shown
- Exclusions: Any City owned property not listed on the property schedule
- Flood / Earthquake Coverage – Excludes Zones A & AV

Other exclusions and policy limitations may apply. Please refer to the actual policies for specific terms, conditions, limitations and exclusions that will govern in the event of a loss.

Property - continued

Description	Limit
Accounts Receivable	\$250,000
Animal Mortality	\$10,000
Arson Reward	\$5,000
Backup of Sewers/Drains and Surface Water	\$25,000
Building Materials and Supplies	\$10,000
Data Processing Equipment	\$250,000
Debris Removal	\$250,000
Earnings	\$100,000
Error or Omissions	\$500,000
Extra Expense	\$250,000
Fire Department Service Charge	Actual Cost
Fire Extinguishing Systems	Actual Cost
Money & Securities	\$10,000
Newly Acquired Buildings	
• Buildings	\$2,000,000
• Business Personal Property	\$1,000,000
Off Premises Power Failure	\$25,000
Ordinance or Law (Building Codes)	\$250,000
Outdoor Property (included: trees, shrubs, plants)	\$1,000 Per Any One/\$100,000 Max
Paved Surfaces	\$50,000
Pollutant Cleanup	\$100,000
Preservation of Property	\$250,000
Property In Transit	\$100,000
Rental Income	\$100,000
Temporary Storage Location	\$250,000
Transit	\$100,000
Valuable Papers & Records	\$250,000

Boiler & Machinery

Description	Limit
Limit	\$16,066,297
Deductible	\$1,000 Water & Sewer / \$1,000 All Other Covered Equipment
Ammonia Contamination	\$250,000
Business Income	\$100,000
Data or Media	\$250,000
Defense	Actual Cost
Error in Description	\$500,000
Expediting Expense	\$250,000
Newly Acquired Locations	\$2,000,000
Ordinance or Law	\$250,000
Service Interruption	\$250,000
Spoilage	\$250,000
Power Generating Equipment	EXCLUDED

Other exclusions and policy limitations may apply. Please refer to the actual policies for specific terms, conditions, limitations and exclusions that will govern in the event of a loss.

Crime

Company: Cincinnati Insurance Company

Policy Term: 10/1/2015 to 10/1/2016

Coverage	Limit
Employee Dishonesty	\$100,000
Forgery and Alteration	\$100,000
Theft, Disappearance & Destruction	
Inside	\$100,000
Outside	\$100,000
Computer Fraud	\$100,000
Deductible	\$ 500

Other exclusions and policy limitations may apply. Please refer to the actual policies for specific terms, conditions, limitations and exclusions that will govern in the event of a loss.

Electronic Data Processing (EDP)

Description	Limit
Blanket Hardware & Software Limit	\$673,000
Extra Expense	\$20,000
Newly Acquired Locations	\$100,000
Cyber Liability	\$11,000,000
Computer Virus	\$25,000
Deductible	\$1,000

***Note: Cyber Liability Breach Expense – Optional coverage available from \$50,000 occurrence/\$50,000 annual aggregate limit up to \$250,000/\$250,000 for an additional contribution.

Other exclusions and policy limitations may apply. Please refer to the actual policies for specific terms, conditions, limitations and exclusions that will govern in the event of a loss.

Miscellaneous Property

Description	Limit
Miscellaneous Scheduled Property	\$955,155
Miscellaneous Unscheduled Property	\$1,055,948
Rented/Borrowed Equipment Limit	\$75,000
Rental Reimbursement	\$500 Per day/\$25,000 Per year
Newly Acquired Property	\$100,000
Deductible	\$1,000

Other exclusions and policy limitations may apply. Please refer to the actual policies for specific terms, conditions, limitations and exclusions that will govern in the event of a loss.

Casualty Coverage Third Party Legal Liability (General Liability)

Description	Limit
Each Occurrence	\$11,000,000
Aggregate	None
Deductible	Nil
Employee Benefits Liability	\$1,000,000
Employee Benefit Deductible	\$1,000
Injunctive Relief	\$50,000
Broad Legal Defense	\$5,000/\$5,000 aggregate
Premises Medical Expense	\$10,000
Premise Medical Expense Policy Limit	None
Legal Liability – Real & Personal Property	Included
Sewer Backup Pollution Liability	\$1,000,000/\$1,000,000 aggregate
Anti-Skid Material Pollution Coverage	Included
Chlorine Pollution (only if applicable)	Included
Underground Storage Tank Pollution	\$55,000/\$55,000 aggregate

Coverage Extensions	Limit
Explosion, Collapse & Underground Hazard	Included
Independent Contractor's Liability	Included
Personal/Advertising Liability	Included
Host Liquor Liability	Included
Employer's Liability – Stop Gap	Included
Employer's Liability – Stop Gap Aggregate	None
Fellow Employee Liability	Included
Special Events Liability	Included
Good Samaritan Coverage	Included
Non-Owner & Hired Auto Liability	Included
Cyber Liability	Included

Auto Liability & Physical Damage

Description	Limit
Limit Each Occurrence	\$11,000,000
Deductible	Nil
Medical Payments	\$10,000
Uninsured/Underinsured Motorists	\$100,000
Aggregate Limit	None
Auto Physical Damage	\$1,000 Comp/\$1,000 Coll.
Impound Lot Limit	\$30,000 Per Car
Impound Lot Deductibles	\$500 Comp/\$500 Coll.
Rental Reimbursement	\$500 Per Day / \$25,000 Per Year
Rental Vehicle Agreement	\$2,500 Per expense
Vehicle Lease Gap	\$10,000

Other exclusions and policy limitations may apply. Please refer to the actual policies for specific terms, conditions, limitations and exclusions that will govern in the event of a loss.

Law Enforcement Liability (Police Professional)

Coverage Extensions	Limit
Limit Each Occurrence	\$11,000,000
Deductible	\$5,000
Aggregate Limit	None
Retroactive Date	None

Other exclusions and policy limitations may apply. Please refer to the actual policies for specific terms, conditions, limitations and exclusions that will govern in the event of a loss.

Wrongful Acts Coverage (Public Officials)

Coverage Extensions	Limit
Limit Each Occurrence	\$11,000,000
Deductible	\$5,000
Aggregate Limit	None
Retroactive Date	07/17/2005

Coverage Extensions	Limit
Employment Practices Liability	Included
Zoning Liability	Included

Other exclusions and policy limitations may apply. Please refer to the actual policies for specific terms, conditions, limitations and exclusions that will govern in the event of a loss.

Premium Summary

Coverage	Proposed Premium
General Liability	\$72,151
Auto Liability	INCLUDED
Law Enforcement Liability	INCLUDED
Public Officials Liability	INCLUDED
Auto Physical Damage	INCLUDED
Property/Boiler & Equipment	INCLUDED
Excess Liability	INCLUDED
Crime Coverage (Cincinnati Insurance Company)	\$ 2,917
TOTAL	\$72,151

Payment Terms:

- Annual Payment
- Premium due upon receipt of invoice
- 3 Year Rate guarantee, Subject to 60% Loss Ratio (PEP Quote Only)

Binding Requirements:

- Signed Intergovernmental Contract / Proxy Statement (PEP)
- Crime Coverage – Cincinnati Insurance – Subject to completed and signed application

Note: This is a coverage summary, not a legal contract. This summary is provided to assist in your understanding of your insurance program. Please refer to the actual policies for specific terms, conditions, limitations and exclusions that will govern in the event of a loss. Specimen copies of all policies are available for review prior to the binding of coverage.

In evaluating your exposure to loss, we have been dependent upon information provided by you. If there are other areas that need to be evaluated prior to binding of coverage, please bring these areas to our attention. Should any of your exposures change after coverage is bound, such as your beginning new operation, hiring employees in new states, buying additional property, etc., please let us know so proper coverage(s) can be discussed.

Higher limits may be available. Please contact us if you would like a quote for higher limits.

City of Willoughby Hills Insurance Comparison

1. Real & Personal Property

Carrier

Building Limit of Coverage

Contents Limit of Coverage

Blanket Building & Contents

Inventory Covered Property

Perils Insured

Co-Insurance

Agreed Value

Replacement Cost

Deductible:

Earthquake

Flood

Flood/Earthquake Deductible

Coverage Extensions

Accounts Receivable

Animal Mortality

Arson Reward

Backup of Sewers/Drains and Surface Water

Builders Risk

Business Income with Extra Expense

Cemetery Structures

Crime Reward

Data Processing Equipment

Debris Removal

Ordinance & Law

A. Loss to undamaged Property

B. Demolition & Debris Removal

C. Increased Cost of Construction

Errors or Omissions

Fine Arts

Fire Department Service charge

Foundations

Glass

Grounds Maintenance Equipment

Lock Re-keying

Newly Acquired Buildings

Newly Acquired Personal Property

Off Premises Power Failure

Outdoor Property

Paved Surfaces

Personal Effects & Property of Others

Pollutant Clean Up

Property in Transit

Property Legal Liability

Property Off Premises

Underground Pipes, Flues & Drains

Valuable Papers

Common Deductible Provision

PEP	HCC
PEP	HCC
\$16,066,297	\$15,671,750
Included	Included
Yes	Yes
Per Schedule	Per Schedule
Special Form	Special Form
No Co-insurance	Yes, 100%
Yes	Yes
Yes	Yes
\$1,000	\$1,000
\$1,000,000	\$500,000
\$1,000,000	\$500,000
\$50,000	\$50,000
\$250,000	\$250,000
\$10,000	\$10,000
\$5,000	\$5,000
\$25,000	Included, no sublimit
\$2,000,000	\$500,000
\$250,000	\$100,000
Must schedule	\$10,000 limit
\$5,000	
\$250,000	
25% of Loss	25% of Loss
Building Limit	Building Limit
\$250,000	\$100,000
\$250,000	\$100,000
\$500,000	
\$25,000	\$25,000
Actual Cost	
Included, no sublimit	Included, no sublimit
Included, no sublimit	Included, no sublimit
\$50,000	\$50,000
\$2,500	\$2,500
\$2,000,000	\$2,000,000
\$1,000,000	\$1,000,000
\$25,000	\$25,000
\$100,000	\$100,000
\$50,000	\$50,000
\$2,500/\$50,000	
\$100,000	\$100,000
\$100,000	\$100,000
Included	\$1,000,000
\$100,000	\$10,000
\$1,000,000	\$1,000,000
\$250,000	\$250,000
Yes	

City of Willoughby Hills Insurance Comparison

2. Boiler & Machinery Equipment Breakdown

Carrier	PEP	HCC
Boiler & Machinery Limits	\$16,066,297	\$15,671,750
Ammonia Contamination	\$100,000	\$250,000
CFC Refrigerants	Included	Included
Computer Breakdown	Included, no sublimit	Included, no sublimit
Consequential Damage	\$250,000	\$250,000
Data or Media	\$25,000	
Earnings	\$100,000	\$100,000
Errors in Description	\$500,000	
Expediting Expense Limit	\$250,000	\$500,000
Extra Expense Limit	\$100,000	
Hazardous Substance	\$100,000	\$250,000
Newly Acquired Locations	\$2,000,000	
Ordinance or Law	\$250,000	
Utility/Service Interruption	\$100,000	\$250,000
Water Damage	\$100,000	\$250,000
Deductible	\$1,000	\$1,000

3. EDP Equipment

Carrier	PEP	HCC
Coverage Limit		
Hardware	\$673,000	\$673,000
Media	\$30,000	\$20,000
Extra Expense	\$30,000	\$20,000
Blanket	Yes	Yes
Perils Insured	Special	Special
Cyber Liability	\$11,000,000	
Cyber Liability Breach Expense	Options Available	
Computer Virus	\$25,000	
Each Data Incident	\$100,000	
Inventory Covered Property	Per Schedule	Per Schedule
Deductible	\$1,000	\$1,000
Replacement Cost Valuation	RC	RC

4. Inland Marine

Carrier	PEP	HCC
Miscellaneous Scheduled Equipment	\$1,055,948	\$1,055,948
Miscellaneous Equipment	\$739,000	\$739,000
Rental/Borrowed Equipment	\$75,000	\$75,000
Newly Acquired Property	\$50,000	
Expediting Expense	\$250,000	
Blanket	Yes	Yes
Perils Insured	Special	Special
Deductible	\$1,000	\$1,000
Replacement Cost Valuation	RC	RC

City of Willoughby Hills Insurance Comparison

5. Crime	Cincinnati Insurance	HCC
Carrier		
Public Employee Dishonesty	\$100,000	\$100,000
Forgery and Alteration	\$100,000	\$100,000
Theft, Disappearance & Destruction - Inside	\$100,000	\$100,000
Theft, Disappearance & Destruction - Outside	\$100,000	\$100,000
Computer Fraud	\$100,000	\$100,000
Funds Transfer Fraud	\$100,000	\$100,000
Deductible	\$500	\$500
Deductible - Public Employee Dishonesty & Forgery	\$500	\$500
Terrorism Coverage	Included	

ALL LIABILITY LIMITS INCLUDE UMBRELLA LIMITS FOR COMPARISON PURPOSES

6. General Liability	PEP	HCC
Carrier		
Limit Per Occurrence	\$11,000,000	\$11,000,000
Personal Injury and Advertising Injury	\$11,000,000	\$11,000,000
General Aggregate	No Aggregate	\$13,000,000
Governmental Medical Liability EMT / Medics	\$11,000,000	\$11,000,000
Firefighter Professional Liability	\$11,000,000	\$11,000,000
Cemetery Professional Liability	\$11,000,000	\$11,000,000
General Liability - Deductible	\$0	\$0
Medical Payments	\$10,000	\$10,000
Medical Payments - Aggregate limit	No Aggregate	
Fire Damage Legal Liability	\$11,000,000	\$50,000
Property in Care, Custody or Control	\$100,000	\$100,000
Sewer Backup Liability	\$1,000,000	Included
Employee Benefits Liability	\$1,000,000	\$5,000,000
Deductible - Employee Benefits Liability	\$1,000	\$1,000
Employers Liability Ohio Stop Gap	\$11,000,000	\$11,000,000
Employers Liability Ohio Stop Gap - Aggregate	No Aggregate	\$13,000,000
Fellow Employee Exclusion Deleted	Yes	Yes
Pollution excluded except for coverage for:		
Pesticide Herbicide	Yes	Yes
Water Treatment Chemical application	Yes	Yes
Swimming Pool Chemical application	Yes	Yes
Street & Road Chemical application	Yes	Yes
Fire & Hazmat Chemical application	Yes	Yes
Contractual Liability	Yes	Yes
XCU & Demolition Coverages Apply	Yes	Yes
Occurrence Form	Yes	Yes
Auditable Policy	No	No
Employees & Volunteers as Insured	Yes	Yes
Retention	\$0	\$0

City of Willoughby Hills Insurance Comparison

7. Law Enforcement Coverage

Carrier

	PEP	HCC
Limit Per Occurrence	\$11,000,000	\$11,000,000
General Aggregate	No Aggregate	\$11,000,000
Deductible	\$5,000	\$5,000
Claims Made or Occurrence	Occurrence	Occurrence
Department Authorized Moonlighting	Included	Included
Civil Rights Violation	Included	Included
Intentional Acts	Included	Included
Vehicle Hot Pursuit	Included	Included

8. Public Official Liability

Carrier

Limit Per Occurrence

General Aggregate

Deductible

Retroactive Date

Claims Made or Occurrence

Zoning

Land Use

Non Monetary Damages

Injunctive, Declaratory Equitable Relief

	PEP	HCC
Limit Per Occurrence	\$11,000,000	\$11,000,000
General Aggregate	No Aggregate	\$11,000,000
Deductible	\$5,000	\$5,000
Retroactive Date	7/17/2005	7/17/2005
Claims Made or Occurrence	Claims Made	Claims Made
Zoning	Included	Included
Land Use	Included	Included
Non Monetary Damages	Included	Included
Injunctive, Declaratory Equitable Relief	Included	Included

9. Employment Practice Liability

Carrier

Limit Per Occurrence

General Aggregate

Deductible

Claims Made or Occurrence

Retroactive Date

EEOC Defense

Back Wages

	PEP	HCC
Limit Per Occurrence	\$11,000,000	\$11,000,000
General Aggregate	No Aggregate	\$13,000,000
Deductible	\$5,000	\$5,000
Claims Made or Occurrence	Claims Made	Claims Made
Retroactive Date	7/17/2005	7/17/2005
EEOC Defense	Included	
Back Wages	\$11,000,000	\$25,000

City of Willoughby Hills Insurance Comparison

10. Automobile Liability & Physical Damage

Carrier

PEP

HCC

Limit of Liability per Accident

\$11,000,000

\$11,000,000

Uninsured / Underinsured Motorist Coverage

\$100,000

Excluded

Comp Deductible

\$1,000

\$1,000

Collision Deductible

\$1,000

\$1,000

Valuation

ACV

ACV

Non Emergency Vehicles

Replacement Cost

Replacement Cost

Emergency Vehicles

\$11,000,000

\$11,000,000

Non Owned & Hired Car Liability

\$25,000

Rental Reimbursement

\$500 Per Day/\$25,000 Per Year

Yes

Medical Payments

\$5,000

\$5,000

Freezing - Emergency Vehicles

Yes

Yes

Freezing - Others

Yes

Yes

Recertification Cost

Actual Cost

Yes

Fellow Employee Exclusion - deleted

Does Not Exist

Yes

Commandeered Autos

Yes

Yes

Common Deductible Provision

Yes

Yes

Accidental Inflation of Airbags

Yes

Yes

Volunteers as Additional Insured

Yes

Lease Gap Coverage

\$10,000

Yes

Any Automobile Coverage

Yes

Audio Visual / Electronic Equipment

Needs to be scheduled

No

Impounded Car Coverage

\$30,000

\$30,000

Fleet Automatic Coverage

Yes

11. Umbrella Liability

Carrier

PEP

HCC

Limit Per Occurrence (Optional Coverage)

Included in Underlying Limits

\$10,000,000

Aggregate Limit

No Aggregate

\$10,000,000

Excess over Underlying Coverage

Included in Underlying Limits

Included in Underlying Limits

Employment Practice Liability

Included in Underlying Limits

Included in Underlying Limits

Employers Liability Ohio Stop Gap

Included in Underlying Limits

Included in Underlying Limits

EMT / Paramedic Liability

Included in Underlying Limits

Included in Underlying Limits

Firefighters Professional Liability

Included in Underlying Limits

Included in Underlying Limits

Cemetery Professional Liability

Included in Underlying Limits

Included in Underlying Limits

Pesticide & Herbicide Application

Included in Underlying Limits

Included in Underlying Limits

Water Treatment Chemical Application

Included in Underlying Limits

Included in Underlying Limits

Swimming Pool Chemical Application

Included in Underlying Limits

Included in Underlying Limits

Street & Road Chemical Application

Included in Underlying Limits

Included in Underlying Limits

Fire & Hazmat Chemical Application

Included in Underlying Limits

Included in Underlying Limits

Auditable Policy

No

No

Self Insured Retention

None

\$10,000

Terrorism

Included