

PUBLIC NOTICE

AGENDA ADMINISTRATIVE SERVICES COMMITTEE MEETING

Chair: Ed Brady

Committee Members: Lisa Evans and Kim Chamberland

Monday, May 6, 2019 at 4:30 p.m.

Council Chambers, 745 Center Street, Milford, Ohio 45150

Call to Order

Pledge of Allegiance

Committee Roll Call

Proceedings: Approval of the April 9, 2019 Administrative Services Committee Minutes

Agenda Items:

- Fifth Third Bank Accounts Authorization
- Property and Casualty Insurance Agreement
- Squire, Patton, Boggs Legal Services
- And all additional matters that may properly come before the committee

Adjourn

Administrative Services Committee Meeting Minutes

April 9, 2019

Called to Order: 4:30pm by Mr. Brady

Pledge of Allegiance

Roll Call: Present: Ed Brady, Council Member; Lisa Evans, Council Member; Kim Chamberland, Council Member

Staff: Michael Doss, City Manager; Lori Pegg, Community Services Manager;

Visitors: None

Approval of Proceedings from February 18, 2019 meeting. Ms. Chamberland, yes; Ms. Evans, second; Mr. Brady abstained (was not present at the meeting). Ms. Evans: yes, Ms. Chamberland: yes

Settlement Agreement Agreed Entry State of Ohio ex rel Richardson v. City of Milford

Mr. Doss presented the settlement agreement and all committee members had the opportunity to review it. Mr. Brady asked if there were any questions regarding the settlement. Ms. Chamberland asked about the training mentioned and Clerk Bain will be setting it up for a future date. There were no additional questions regarding the settlement.

Mr. Brady made a motion, Ms. Evans second
Mr. Brady: yes, Ms. Chamberland: yes, Ms. Evans: yes

The Committee agreed to make a motion to authorizing legal counsel to enter into the settlement agreement agreed entry State of Ohio ex rel Richardson v. City of Milford.

Third Amendment to the Professional Sports Facility Development Agreement between the City of Milford, Clermont County Convention and Visitors Bureau and FCC Training Facility LLC.

Mr. Doss presented this amendment to the committee. Mr. Brady noted that we are looking at section 1 and amendment to section 10. The agreement has been amended and restated to change the termination date to October 31, 2019. That is the only thing that has been amended, it was set to expire at the end of April. Mr. Brady asked if the committee had any additional questions, and there were none.

Mr. Brady made a motion, Ms. Evans second
Mr. Brady: yes, Ms. Evans: yes, Ms. Chamberland: yes

The Committee agreed to make a motion authorizing the Law Director to draft an ordinance approving the Third Amendment to the Professional Sports Facility Development Agreement between the City of Milford, Clermont County Convention & Visitors Bureau and FCC Training Facility, LLC.

First Amendment to the Professional Sports Facility Cooperative Agreement between the City of Milford, Clermont County Convention & Visitors Bureau, Clermont County Port Authority and FCC Training Facility, LLC

Mr. Doss presented this amendment to the Committee. Mr. Brady noted that the only change is a date change in Section 1, amendment to section 3. It is the same date change as noted in the Development Agreement above to October 31st so that both agreements are aligned with the same expiration date.

Mr. Doss noted a difference between the development agreement and the cooperative agreement is that in the cooperative agreement we have added the Port Authority and there is language in the agreement regarding property transfers. Mr. Brady asked if the Committee had any additional questions, and there were none.

Mr. Brady made a motion, Ms. Evans: second
Mr. Brady: yes, Ms. Evans: yes, Ms. Chamberland: yes

The Committee agreed to make a motion authorizing the Law Director to draft an ordinance approving the First Amendment to the Professional Sports Facility Cooperative Agreement between the City of Milford, Clermont County Convention & Visitors Bureau, Clermont County Port Authority and FCC Training Facility, LLC.

JEDD VI Agreement between City of Milford and Union Township Clermont County

Mr. Doss presented the JEDD VI agreement with Union Township which will allow the City to collect income taxes from future developments at the former Glen Estes School site. Townships cannot collect income tax, but Joint Economic Development Districts allow them to partner with a municipality who can collect income tax on their behalf and receive a portion of that tax. After reviewing the document and Mr. Doss' explanation there were no questions.

Mr. Brady made the motion, Ms. Evans seconded the motion
Mr. Brady: yes, Ms. Evans: yes, Ms. Chamberland: yes

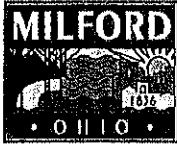
The Committee agreed to make a motion authorizing the Law Director to draft an ordinance authorizing the City Manager to enter into a Joint Economic Development District VI Agreement with Union Township.

There being no other business to come before the committee, Ms. Chamberland made a motion to adjourn which was seconded by Mr. Brady.

Mr. Brady: yes, Ms. Evans: yes, Ms. Chamberland: yes

The meeting was adjourned at 4:45pm.

Respectfully Submitted,
Lori Pegg



CITY OF MILFORD

745 Center Street, Suite 200, Milford, OH 45150
Phone: 513-831-4192
Fax: 513-248-5096
www.milfordohio.org



To: Honorable Chair Ed Brady and Members Lisa Evans and Kim Chamberland
Administrative Services Committee

From: Pat Wirthlin, Finance Director (P.W.)

Date: May 1, 2019

Subject: Fifth Third Bank Account Authorization

New JEDD Bank Accounts

Staff recommends two new Fifth Third Bank Public Funds Savings Accounts:

- JEDD #4
- JEDD #6 (new in 2019)

Currently, The City carries the following seven accounts with Fifth Third:

- General City
- Payroll
- Mayor's Court
- JEDDs #1, 2, 3 & 5

Bank Fees will be minimal.

Fifth Third Requires Council Approval

The bank requires that Council adopt specified account resolutions to designate the bank as an authorized depository and to name authorized persons on all accounts.

Designated Persons

The following are listed as Authorized Persons for purposes of bank account activity:

- Michael Doss, City Manager
- Pat Wirthlin, Finance Director
- Tina Kern, Assistant to the Finance Director

Staff Suggestion for Committee Motion

MOTION AUTHORIZING THE LAW DIRECTOR TO PREPARE A RESOLUTION IN ACCORDANCE WITH THE ATTACHED FIFTH THIRD DOCUMENT ENTITLED "ACCOUNT RESOLUTIONS CERTIFICATE FOR TREASURY MANAGEMENT SERVICES," NAMING AUTHORIZED PERSONAS AS MICHAEL DOSS (CITY MANAGER), PAT WIRTHLIN (FINANCE DIRECTOR) AND TINA KERN (ASSISTANT TO THE FINANCE DIRECTOR).

Please see attached required bank resolutions

Account Resolutions Certificate for Treasury Management Services (Government Entity)

To Fifth Third Bank:

I HEREBY CERTIFY THAT:

I am the duly elected or appointed and currently serving official, manager or trustee (the "Official") of the governing body or governmental entity identified below (the "Governmental Entity");

I am duly authorized to make the following certifications to you; and

The following resolutions ("Account Resolutions") were duly adopted by the governing body of the Governmental Entity in accordance with applicable law, are the binding resolutions and statements of the Governmental Entity, are in full force and effect, and have not been rescinded or modified:

RESOLVED, Fifth Third Bank is hereby designated as an authorized depository of this Governmental Entity and that one or more checking, savings or other deposit accounts ("Accounts") be opened and maintained with Fifth Third Bank in the name of the Governmental Entity;

RESOLVED FURTHER, that the opening and maintaining of the Accounts, all transactions in connection with the Accounts and all related services will be governed by written agreements provided by Fifth Third Bank, and by such rules, regulations and policies as Fifth Third Bank shall from time to time establish;

RESOLVED FURTHER, this Governmental Entity is authorized to obtain banking services from Fifth Third Bank including treasury management and corporate card services, and to enter into such agreement or agreements and documentation for such services as are required by Fifth Third Bank from time to time, including a Master Treasury Management Agreement, Terms and Conditions for various banking services, Signature Card, Commercial Card Agreement and Commercial Account Rules ("Banking Agreements") each of which, when accepted or signed by an Authorized Person described below is approved and authorized in all respects;

RESOLVED FURTHER, that the Governmental Entity is authorized to incur and repay indebtedness, grant or give security, and incur and perform related liabilities and obligations to Fifth Third Bank in connection with the banking services obtained by the Governmental Entity under the relevant Banking Agreements, including, without limiting the foregoing, with respect to: (a) transactions executed for the Governmental Entity by Fifth Third Bank, (b) credit card services under the Commercial Card Agreement, and (c) import and export services for letters of credit as provided in the Terms and Conditions for such import and export services and related reimbursement, financing and security or collateral arrangements;

RESOLVED FURTHER, that the Governmental Entity is authorized to enter into, execute and deliver to Fifth Third Bank applications, documents, notes and agreements

reflecting or evidencing such indebtedness, security, liabilities and obligations including those related to letters of credit, confirmation and payment services, reimbursement arrangements and related loans, lines of credit or similar financing arrangements, and security and collateralization arrangements, and a note or notes, security, pledge or similar agreement evidencing or securing such arrangements ("Banking Services Financing Agreements") each of which, when submitted, accepted or signed by an Authorized Person is authorized and approved in all respects;

RESOLVED FURTHER: that (a) each of the individuals identified in the table entitled "Authorized Persons" appearing below and (b) any other person designated by any such individual whose identity and signature are provided to Fifth Third Bank (each, an "Authorized Person" and for purposes of certain Banking Agreements, an "Authorized Agent") is authorized on behalf of the Governmental Entity and in its name to do any of the following:

- Accounts and Agreements. Open or close any deposit or other Account and execute on behalf of the Governmental Entity signature cards (and designate persons with check signing authority), application forms, authorization, set-up and other documentation and agreements with Fifth Third Bank with respect to the Accounts and any services related to the Accounts including each of the Banking Agreements and Banking Services Financing Agreements;
- Payment Instructions. Issue, and designate persons with the authority to issue written, telephonic, electronic, internet-based or oral instructions and payment orders for the transfer or payment of funds of the Governmental Entity on deposit with Fifth Third Bank (or at any other financial institution) including by wire transfer, automated clearing house debit, book transfer and other physical and electronic means;
- Implementation and Setup. Select the services the Governmental Entity will obtain from Fifth Third Bank, and instruct Fifth Third Bank on service options and features desired by the Governmental Entity, and the set up, implementation and security procedures relating to the services selected; and,
- Authorization. Designate, and advise Fifth Third Bank of the identity of persons (including officers and employees of this Governmental Entity or its service providers) who have some or all of the authority of an Authorized Person with respect to one or more Accounts of the Governmental Entity or services utilized by the Governmental Entity, and limitations on the scope of such authority, if any, including a person or persons who will serve as administrator or service administrator with respect to a service or services obtained by the Governmental Entity and will have authority to: manage the service on behalf of the Governmental Entity; select and administer security and operating procedures; designate persons as authorized users of a service; and, enable and administer user identification codes, passwords and other identification data.

RESOLVED FURTHER, that all actions of the Authorized Persons, and all agreements, applications, documents and authorizations executed and delivered by the Authorized Persons prior to the date of these resolutions and in connection with the transactions contemplated by these resolutions are ratified, confirmed and approved in all respects;

RESOLVED FURTHER: Fifth Third Bank is authorized to rely on the full and unrestricted authority as provided in these resolutions of any one Authorized Person unless otherwise certified to Fifth Third Bank by the Official;

RESOLVED FURTHER, that the Official is authorized to deliver a certified copy of these Resolutions to Fifth Third Bank and certify to Fifth Third Bank the name, title and specimen signature of each Authorized Person.

I further certify that:

- these resolutions do not conflict with or contravene the laws, rules, regulations or ordinances creating, authorizing or empowering the Governmental Entity or governing the organization or management of the Governmental Entity or similar governing documents of, or any agreement, law or regulation applicable to the Governmental Entity; and
- each of the following persons has been designated by the Governing Entity as an Authorized Person with the authority specified in the foregoing resolutions, and the signatures indicated below are genuine signatures of the indicated persons:

AUTHORIZED PERSONS

	<u>Name of Authorized Person</u>	<u>Title of Authorized Person</u>	<u>Specimen Signature of Authorized Person</u>
1.	Michael Doss	City Manager	<i>Michael Doss</i>
2.	Pat Wrehlin	Finance Director	<i>Pat Wrehlin</i>
3.	Tina Kern	Asst. to Finance Director	<i>Tina E Kern</i>
4.			
5.			
6.			

****EXECUTION PAGE FOLLOWS****

IN WITNESS WHEREOF, I have subscribed my name to this Certificate on behalf of the following Governmental Entity:

Exact Name of Governmental Entity: _____

Acting under the laws of _____

Signature: _____

Print Name: _____

Title: _____

Dated: _____

Note: a "Governmental Entity" includes any federal, state, county or municipal governing body or entity, or any of their respective branches, departments, agencies, or divisions.



CITY OF MILFORD

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To: Honorable Chair Ed Brady and Members Lisa Evans and Kim Chamberland
Administrative Services Committee

From: Pat Wirthlin, Finance Director (PW)

Date: May 1, 2019

Subject: Property & Casualty Insurance Premiums 2019/2020 – McGowan Underwriters

Recommendation to Renew

Staff recommends that the City continue its engagement with McGowan Governmental Underwriters for property and casualty insurance for the 2019/2020 coverage period.

Coverage

Coverage includes buildings, vehicles, equipment, contents, cyber, and accidents that cause injury or damage.

~\$49K Renewal

The current renewal of ~\$49K increased ~\$3K from the 2018 renewal amount due to an increased loss ratio.

Property & Casualty Insurance	
Premiums *	
Year	Amount
2017	\$ 43,932.00
2018	\$ 45,823.00
2019 Renewal	\$ 48,765.00

* Premium Years run May to May

Staff Suggestion for Committee Motion

MOTION AUTHORIZING THE LAW DIRECTOR TO PREPARE AN ORDINANCE AUTHORIZING AN AGREEMENT WITH MCGOWAN GOVERNMENTAL UNDERWRITERS FOR PROPERTY AND CASUALTY INSURANCE IN THE AMOUNT OF \$48,765 FOR THE PERIOD MAY 13, 2019 TO MAY 13, 2020.

Please see full proposal attached



MCGOWAN GOVERNMENTAL UNDERWRITERS

City of Milford

745 Center Street
Milford, OH 45150

Proposed Effective Dates
May 13, 2019 – May 13, 2020

Prepared By:

David Gosiewski
Managing Partner

Mae Fulkerson
Sr. Vice President

Public Entity Risk Management Specialists

Old Forge Centre
20595 Lorain Road
Fairview Park, OH 44126

Phone: 440.333.6300
Fax: 440.333.3214



MCGOWAN GOVERNMENTAL UNDERWRITERS

PREMIUM SUMMARY

Coverages	Premium
Property/IM/Crime Insurance	Included
Liability Insurance	Included
Auto Insurance	Included
Public Official/Employment Practice/Law Enforcement Liability	Included
Excess Liability	Included
MGU Program Services Fees	Included
Total	\$46,715
Data Compromise	+ \$808
Cyber Liability	+ \$1,242
Grand Total	\$48,765

*25% Minimum earned premium

** Premium due upon receipt of invoice

***Premium DOES NOT include TRIA -- Additional charge for TRIA \$728

REQUIRED UPON BINDING:

- Signed TRIA form
- Signed Application
- Signed Statement of Values
- Signed rejection of UM/UIM if applicable



MCGOWAN GOVERNMENTAL UNDERWRITERS

A.M Best Rating Guide Rating Levels and Categories

Level	Category	Level	Category	Level	Category
A++, A+.....	Superior	B, B-.....	Fair	D.....	Poor
A, A-.....	Excellent	C++, C+.....	Marginal	E.....	Under Regulatory Supervision
B++, B+.....	Very Good	C, C-.....	Weak	F.....	In Liquidation
				S.....	Rating Suspended

Financial Size Categories
(In \$000 of Reported Policyholders' Surplus Plus Conditional Reserve Funds)

FSC I		Up to	1,000	FSC IX	250,000	to	500,000
FSC II	1,000	to	2,000	FSC X	500,000	to	750,000
FSC III	2,000	to	5,000	FSC XI	750,000	to	1,000,000
FSC IV	5,000	to	10,000	FSC XII	1,000,000	to	1,250,000
FSC V	10,000	to	25,000	FSC XIII	1,250,000	to	1,500,000
FSC VI	25,000	to	50,000	FSC XIV	1,500,000	to	2,000,000
FSC VII	50,000	to	100,000	FSC XV	2,000,000	or more	
FSC VIII	100,000	to	250,000				

Copies of the Best's Insurance Reports on the insurance companies are available upon your request.

Carrier	Coverage Quoted	A.M. Best Rating	Admitted
Argonaut Insurance Company	Package	A:XII	Admitted
Argonaut Insurance Company	Cyber Liability	A:XII	Admitted

A Non-Admitted Carrier indicates the carrier is doing business in the state as a surplus lines or non-admitted carrier. As such, this carrier is not subject to the same regulations which apply to an admitted carrier.



MCGOWAN GOVERNMENTAL UNDERWRITERS

SUMMARY OF COVERAGES, LIMITS & DEDUCTIBLE SECTION:

PROPERTY

COVERAGE:	LIMITS:	DEDUCTIBLE:
Blanket Building & Contents Limit	\$21,978,530	\$1,000
Accounts Receivable	\$250,000	\$1,000
Arson Reward	\$7,500	None
Building Ordinance or Law		\$1,000
Loss to Undamaged Portion of Building	Building Limit	
Demolition Cost Coverage	\$100,000	
Increased Cost of Construction	\$100,000	
Changes in Temperature or Humidity	\$50,000	\$1,000
Commandeered Property	\$100,000	\$250
Communication Equipment	\$50,000	\$250
Computer Equipment	\$450,000	\$500
Crime Reward	\$1,000/\$5,000	None
Detached Signs	\$5,000	\$1,000
Electrical Damage	\$50,000	\$1,000
Extra Expense/ Business Income (each described premises)	\$1,000,000	\$1,000
Fairs, Exhibitions, Expositions	\$50,000	\$1,000
Fine Arts	\$50,000	\$1,000
Fire Department Services Charge	\$5,000	\$1,000
Fire Equipment Recharge	Included	None
Flagpoles	\$5,000	\$1,000
Foundations	Included	\$1,000
Glass	Included	\$250
Glass Display or Trophy Cases	\$5,000	\$1,000
Grounds Maintenance Equipment	\$50,000	\$1,000
Lock Replacement	\$500	None
Money & Securities		\$500
Inside Premises	\$25,000	
Outside Premises	\$25,000	
Newly Acquired or Constructed Property	\$1,000,000 bldg \$500,000 contents	\$1,000
Off Premises Utility Failure	\$50,000	\$1,000
Outdoor Property	\$50,000	\$1,000
Any One Tree, Shrub or Plant	\$1,000	
Property Off Premises	\$50,000	\$1,000
Property Effects & Property of Others		\$1,000
Any one Employee or Volunteer	\$1,500	
Any One Occurrence	\$50,000	
Property in transit	\$50,000	\$250
Pollutant Clean up and Removal	\$25,000	\$1,000
Sewer Backup	Included	\$1,000
Spoilage	\$10,000	\$1,000
Valuable Papers	\$250,000	\$1,000



MCGOWAN GOVERNMENTAL UNDERWRITERS

ADDITIONAL COVERAGES:

COVERAGE:	LIMITS:	DEDUCTIBLE:
Flood	\$5,000,000	\$50,000
Earthquake	\$5,000,000	\$50,000

BOILER AND MACHINERY

COVERAGE:	LIMITS:	DEDUCTIBLE:
Property	\$21,978,530	\$1,000
Expediting Expenses	\$100,000	\$1,000
Hazardous Substances	\$100,000	\$1,000
Spoilage	\$100,000	\$1,000
Computer Equipment	\$100,000	\$1,000
Data Restoration	\$100,000	\$1,000
Service Interruption		24 hour
Demolition & ICC	\$500,000	\$1,000

PROPERTY COVERAGE ENDORSEMENTS:

- Replacement Cost
 - Margin Clause applicable 125%-Can be removed with appraisal
 - 90% Coinsurance
 - 360 -Additional Coverage Modifications
 - Liberalization Clause broadens the coverage provided under property section or the policy without additional premium within 45 days prior to or during the policy period.
 - Loss Payable Clause
 - Newly Acquired – automatic up to *120 days* for date of acquisition, real or personal property and business interruption. Flood and earthquake are excluded.
 - Personal Property of officers and employees of the insured, other than motor vehicles.
 - Policy Territory includes the United States of America (its territories and possessions), Puerto Rico and Canada.
 - Premise boundary increased to 1000 feet
 - 30 Days Notice of Cancellation – non-renewal or material change.
 - 10 Days Notice of Cancellation – non-payment
-
- Equipment Breakdown coverage
 - Jurisdictional Inspection



McGOWAN GOVERNMENTAL UNDERWRITERS

INLAND MARINE

COVERAGE:	LIMITS:	DEDUCTIBLE:
Miscellaneous Scheduled Equipment	\$828,040	\$500
Miscellaneous Unscheduled Equipment	\$25,000 Max per Item \$1,500	\$500
Hired/Leased/Borrowed Equipment	\$50,000	\$500

INLAND MARINE COVERAGE ENDORSEMENTS:

- 30 Days Notice of Cancellation Non-Renewal or Material Change
- New acquisitions – 90 day automatic coverage
- Rental Expense Reimbursement
- Valuation – The least of either
 - ACV
 - Cost to restoring to condition before loss or
 - Cost to replace with substantially identical property

CRIME

COVERAGE:	LIMITS:	DEDUCTIBLE:
Public Employee Dishonesty / Includes Faithful Performance	\$100,000	\$1,000
Forgery	\$100,000	\$1,000
Computer Fraud	\$100,000	\$1,000

CRIME COVERAGE ENDORSEMENTS:

- 30 Days Notice of Cancellation Non-Renewal or Material Change
- Loss caused by employee dishonesty
- Loss caused by Theft, Disappearance or Destruction of Money and/or securities
- Checks, drafts, promissory notes, or similar written promises to pay a sum certain in money made or drawn upon you



MCGOWAN GOVERNMENTAL UNDERWRITERS

LIABILITY

COVERAGE:	LIMITS:	DEDUCTIBLE:
General Liability- Annual Aggregate	\$3,000,000	
Products-Completed Operations Aggregate	\$3,000,000	
Personal & Advertising Injury Limit	\$1,000,000	\$0
Each Occurrence Limit	\$1,000,000	\$0
Damage to Premises Rented to You	\$100,000	\$0
Employee Benefits Limit	Included	\$1,000
Employers Liability (Ohio Stop Gap)	\$1,000,000	\$0

Public Official Liability Each Wrongful Act	\$1,000,000	\$5,000
Public Official Liability Annual Aggregate	\$3,000,000	
Non Monetary defense limit (Does not reduce policy limits)	\$50,000	None
Retro Active Date:	5/13/1996	

Employment Practice Liability Each Wrongful Act	\$1,000,000	\$5,000
Employment Practice Liability Annual Aggregate	\$3,000,000	
Non Monetary defense limit (Does not reduce policy limits)	\$50,000	None
EEOC or similar agency defense limit (Does not reduce policy limits)	\$10,000 per complaint \$50,000 Aggregate	\$2,500
Back Wages	\$50,000	\$10,000
Retro Active Date:	5/13/1996	

Law Enforcement Liability	\$1,000,000	\$5,000
Law Enforcement Aggregate	\$3,000,000	



MCGOWAN GOVERNMENTAL UNDERWRITERS

GENERAL LIABILITY COVERAGE ENDORSEMENTS:

- Aggregate Limits of insurance
- Legal Liability
- Blanket Additional Insured Endorsement
- Broadened Definition of Who Is an Insured
- Broadened Insured Contract Definition
- Contractual Liability
- Employees as Insured
- Host Liquor Liability
- Limited Pollution coverage based on exposures
 - Pesticides/herbicides
 - Chemicals for Water Treatment
 - Sewer operation
- Knowledge of Occurrence
- Newly Acquired
- Non-Owned Watercraft – less than 51 feet long
- Property Damage Liability-elevators & sidetrack agreements
- Volunteers as Insured
- 30 Days Notice of Cancellation Non-Renewal or Material Change
- 10 Days Notice of Cancellation Non-Payment
- Includes coverage for:
 - Streets/Roads/Highway existence maintenance and construction hazards
 - Parks and Playgrounds
 - Sewer/Water Utility
 - Chemical Spraying – Pesticide/Herbicide
 - Concession Stands
 - Mowing Operations/Paint Spraying
 - Cemeteries

PUBLIC OFFICIAL LIABILITY COVERAGE ENDORSEMENTS:

- Broad Named insured includes past, present and future officials
- Zoning
- Land Use
- Permits
- Liable / Slander / Defamation / Wrongful Eviction

EMPLOYMENT PRACTICE LIABILITY ENDORSEMENTS:

- Broad named insured
- EEOC Defense
- Back wages
- Non – monetary defense for lawsuit

LAW ENFORCEMENT LIABILITY COVERAGE ENDORSEMENTS:

- Departmental authorized moonlighting
- Civil Rights violations



MCGOWAN GOVERNMENTAL UNDERWRITERS

AUTOMOBILE

COVERAGE:	LIMITS:	DEDUCTIBLE:
Automobile Liability	\$1,000,000	None
Uninsured/Underinsured Motorists Liability	N/A	N/A
Medical Payments	\$5,000	None
Comprehensive	Vehicles under \$100,000	\$500
	Vehicles \$100,000-\$250,000	\$1,000
	Vehicles \$250,000 and up	\$2,500
Collision	Vehicles under \$100,000	\$500
	Vehicles \$100,000-\$250,000	\$1,000
	Vehicles \$250,000 and up	\$2,500
Non-Owned Liability	Included	None
Hired Car Liability	Included	None
Hired Car Physical Damage	\$50,000	**

AUTOMOBILE COVERAGE ENDORSEMENTS:

- Additional Insured Lessors
- Audio, Visual or Electronic Equipment
- Broadened Named Insured
- Bodily Injury Redefined
- Common Deductible
- Communication Equipment Coverage -- permanently installed
- Employees as Insured
- Fellow Employee Coverage
- Fleet Coverage - No additional premium for vehicles added throughout the year except vehicles valued over \$250,000. Reporting required of added vehicles.
- Hired Autos specified as Covered Autos
- Knowledge of Occurrence
- Lease Gap Coverage
- Loss Payable Clause
- Mandatory State Endorsements
- Notice of Occurrence
- Reimbursement of Deductible for Volunteer worker or employee using on entity business
- State Requirement- Notice of Cancellation Non-Renewal or Material Change
- 10 Day Notice of Cancellation Non-Payment

**Deductible is equal to the largest deductible applicable by any owned auto of the same vehicle type. If owned autos do not include this vehicle type, the lowest deductible on the policy for the same physical damage coverage will apply. No deductible applies to loss caused by fire or lightning.



MCGOWAN GOVERNMENTAL UNDERWRITERS

EXCESS

Excess Liability Each Occurrence	\$5,000,000	None
Excess Liability Silo Aggregates	\$5,000,000	
Follow form over:		
General Liability		
Public Official Liability		
Employment Practice Liability		
Automobile Liability		
Employers Liability (Ohio Stop Gap)		
Law Enforcement Liability		

EXCESS COVERAGE ENDORSEMENTS:

- Silo Aggregate –applies individually over underlying coverage

Excess Liability – Silo aggregate example

Coverage	GL	LAW	POI	EPLI	AL
TOTAL	\$6M/3M	\$6M/3M	\$6M/3M	\$6M/3M	\$6M
Excess	\$5M/5M	\$5M/5M	\$5M/5M	\$5M/5M	\$5M
Primary	\$1M/3M	\$1M/3M	\$1M/3M	\$1M/3M	\$1M

GENERAL COVERAGE ENDORSEMENTS

- Notice of Occurrence
- Unintentional Errors & Omissions
- Sovereign Immunity non-waiver
- One deductible for two or more coverage parts included in loss
- Mandatory State Endorsements



MCCOWAN GOVERNMENTAL UNDERWRITERS

COVERAGE EXCLUSIONS:

PROPERTY COVERAGE:

- Broad Form Nuclear Contamination
- Acts of Terrorism unless other wised purchased.
- Delay or loss or market, or any other consequential or remote loss of any kind.
- Dishonest criminal acts by you, your partners, employees, directors or anyone to whom you entrust the property for any purpose.
- Earth Movement unless purchased
- Errors in Machine Programming or Instructions to Machines.
- Land
- Loss or damage as a result of insects, vermin, birds, or other animals.
- Loss of Earnings to Finished Stock, including time required to reproduce.
- Retaining wall that are not part of a building
- Underground pipes, flues or drains
- Water/Flood Damage unless purchased
- Unexplained or Mysterious Disappearance

EQUIPMENT BREAKDOWN

- Corrosion, Erosion, Wear & Tear Exclusion
- EDP Media Exclusion – defect, virus, loss of data or other situation
- Fines

GENERAL LIABILITY COVERAGE:

- Asbestos Exclusion
- Aircraft, auto
- Bodily injury to any insured
- Bodily injury to any person injured while taking part in athletics
- Damage to Property of others
- Nuclear Energy Liability Exclusion
- Pollution Exclusion – except for hostile fire
- Professional Services Exclusion
- Workers Compensation
- War
- Watercraft over 51'

PUBLIC OFFICIAL LIABILITY COVERAGE:

- War
- Bodily injury to employee
- Issuance of bonds/ tax assessment or valuations of properties/tax collection
- Criminal Acts-applies only to individual(s) who committed act
- Civil or criminal fines or penalties
- Prior or pending litigation
- Employment liability claims
- Collective bargaining agreement; lockout, strike, labor disputes or labor negotiations, union grievances
- Claim for equitable or injunctive relief initiated by a governmental entity



MCGOWAN GOVERNMENTAL UNDERWRITERS

EMPLOYMENT PRACTICE LIABILITY

- Collective bargaining agreement
- Lockout, strike, labor disputes or labor negotiations, union grievances
- FLSA/MLRA/WARN/COBRA/ERISA/PBA/OSHA
- Criminal Acts- applies only to individuals(s) who committed act
- Claim for equitable or injunctive relief initiated by a governmental entity

LAW ENFORCEMENT LIABILITY COVERAGE

- War
- Bodily injury to employee
- Employment liability claims
- Criminal Acts-applies only to individual(s) who committed act
- Collective bargaining agreement; lockout, strike, labor disputes or labor negotiations, union grievances

AUTOMOBILE COVERAGE

- War /Nuclear Energy
- Pollution

CRIME COVERAGE

- Criminal Acts- only excludes individual insured who committed act
- Bonded Employee-unless amended
- Governmental Action
- Legal Expense
- War/Nuclear Actions

INLAND MARINE COVERAGE EXCLUSIONS:

- Vehicles used for road use
- Real property & buildings
- Aircraft
- Wear & tear, inherent vice, freezing
- Mysterious disappearance or shortage disclosed by taking inventory
- Flood, surface water



MCGOWAN GOVERNMENTAL UNDERWRITERS

CYBER COVERAGE

SUMMARY OF COVERAGES, LIMITS & DEDUCTIBLE SECTION:

Coverage	Limit	Deductible
Computer Attack Limit-Annual Aggregate	\$100,000	\$1,000
Cyber Extortion - Sublimit Per Occurrence	\$25,000	\$1,000
Network Security Liability-Annual Aggregate	\$100,000	\$1,000
Electronic Media Liability-Annual Aggregate	\$100,000	\$1,000

COVERAGES ENDORSEMENTS AND EXCLUSIONS SECTION:

Computer Attack & Cyber Extortion

- Data Restoration Costs
- System Restoration Costs
- Cyber Extortion expenses arising from cyber extortion threat

Network Security Liability

- Cover loss directly arising from Network Security incident

Electronic Media Liability

- Covers loss directly arising from Electronic Media incident



MCGOWAN GOVERNMENTAL UNDERWRITERS

DATA COMPROMISE COVERAGE

SUMMARY OF COVERAGES, LIMITS & DEDUCTIBLE SECTION:

Coverage	Limit	Deductible
Data Compromise Response Expense Limit	\$100,000	\$1,000
SUBLIMITS		
Named Malware	\$50,000	
Forensic IT Review	\$50,000	
Legal Review	\$50,000	
PR Services: Any one "Personal Data Compromise"	\$5,000	
Data Compromise Defense & Liability Limit	\$100,000	\$1,000
SUBLIMITS		
Named Malware- Any one "Personal Data Compromise"	\$50,000	\$1,000

COVERAGE ENDORSEMENTS SECTION:

- Personal Data Compromise
- Forensic IT Review – determine affected number and identities of affected individuals
- Legal Review to determine how best to respond
- Services of Affected Individuals-
 - Informational materials to support customer
 - Help Line for affected individuals
 - Credit report & Monitoring
 - Identity Restoration Case Management
- Public Relations Services

- Data Compromise Defense Costs & Data Compromise Liability
 - Data Compromise Defense Costs for "personal data compromise"
 - Defense & Liability arising from "malware-related compromise"

EXCLUSIONS SECTION:

- Nuclear reaction, radiation or radioactive contamination
- War & Military
- Failure or interruption of or damage to the internet or an internet service provider
- Fines or penalties
- Any criminal investigations or proceedings
- Intentional acts
- Reckless disregard for security of computer system
- Criminal, fraudulent or dishonest act, error or omission, or any intentional or knowing violation of law



MCGOWAN GOVERNMENTAL UNDERWRITERS

MGU PROGRAM SERVICES:

McGowan Governmental Underwriters strives to provide excellent service to our clients. The services provided under this proposal include:

- Marketing representative's continuous availability
- Return of phone calls/questions same day
- Review of all coverage's, limits, deductibles on proposals and policies when issued
- Client Meeting to review exposures, coverage's, and limits on account at 6 months into policy term

Service:

- Placement of insurance program with insurance carriers
- Binder Issuance
- Review of policy received from carrier for accuracy
- Policy Delivery to insured
- Claim Kit information which will include Automobile identification cards
- Certificate issuance - same day
- Policy changes - endorsement processing
- Review of all material from insurance carriers to ensure accuracy
- Reporting and processing of claims and claim questions
- Claim Reporting/Management Service

Risk Management:

- Loss Analysis of loss prevention programs currently in place
- Client meeting for claim review at 6 months for loss leaders, claim issues
- Contract review for insurance requirements
- Assistance with policy and procedures - review or setup of new
- Diversity or Sexual Harassment Seminars

Proposal Disclaimer

The proposal is an outline of the coverages proposed by the insurers, based on the information provided by your entity. It does not include all the terms, coverages, exclusions, limitations, or conditions of the actual contract language. The policies themselves must be read for those details. Policy forms for your reference will be made available upon request.

MGU shall receive its usual and customary brokerage commission for services provided. In addition to or in lieu of MGU can charge a Service Fee. These commissions and fees are usually offset with commissions to the Client's insurance agent. These commissions/fees are included in the premium invoice provided to the Client.

Actuarial Disclaimer

The information contained in this proposal is based on the historical loss experience and exposures provided. This proposal is not an actuarial study.

SAMPLE
RECORD OF ORDINANCES

BEAR GRAPHICS 800-325-8091 FORM NO. 30013

Ordinance No. 18-1378 19-? Passed June 19, 2018 5/9/2019, 20

AN ORDINANCE AUTHORIZING AN AGREEMENT WITH MCGOWAN GOVERNMENTAL UNDERWRITERS FOR PROPERTY AND CASUALTY INSURANCE FOR THE CITY OF MILFORD

Now, Therefore, Be It Ordained By The Council Of The Municipality Of Milford, Ohio:

Section 1.

The Council of the City of Milford hereby authorizes the City Manager to enter into and execute an Agreement with McGowan Governmental Underwriters for the provision of property and casualty insurance for the City of Milford for the contract amount of \$45,823.00. The terms and conditions of the Agreement are incorporated herein by reference pursuant to and in accordance with Section 12.03 of the Milford City Charter.

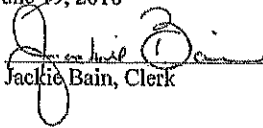
848,745

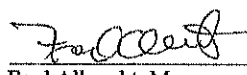
Section 2.

This Ordinance shall become effective immediately upon its passage by City Council.

ADOPTED: June 19, 2018


ATTESTED:


Jackie Bain, Clerk


Fred Albrecht, Mayor

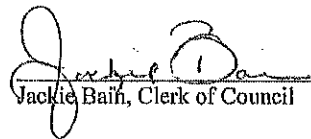
LAW DIRECTOR'S CERTIFICATION

I hereby certify that I have prepared the foregoing Ordinance in accordance with Sec. 12.02 of the Milford City Charter.


Michael Minniewar, Law Director
Reg. No. 0022446

CLERK'S CERTIFICATION

I Jackie Bain, Clerk of Council of the City of Milford, Ohio, do hereby certify that the foregoing Resolution was published by posting the complete text of said Ordinance at five (5) of the most public places in said Municipality as determined by Council as follows: at Peoples Bank, 735 Lila Avenue, Milford, Ohio; at Park National Bank, 25 Main Street, Milford, Ohio; at Milford Community Fire Department, 687 B US 50, Milford, Ohio; at the Milford Post Office, 100 Castleberry Court, Milford, Ohio; and at the site of the Municipal Building, 745 Center St., Milford, Ohio each for a period of fourteen (14) days commencing on the 21st day of June, 2018.


Jackie Bain, Clerk of Council

SAMPLE

SQUIRE PATTON BOGGS (US) LLP

Pat Wirthlin
Director of Finance
City of Milford, Ohio
745 Center Street
Suite 200
Milford, Ohio 45150

Invoice Number: 10078165
Invoice Date: 04/15/19
Client Number: 023248

INVOICE SUMMARY

Fees:	\$ 1,305.00
Disbursements:	\$ 40.95
Amount Due for this Invoice:	\$ 1,345.95
Previous Invoices Outstanding as of the Date of this Invoice:	\$ 3,598.30
TOTAL (INCLUDING OUTSTANDING INVOICES):	\$ 4,944.25

PAYMENT INSTRUCTIONS

Remit Check Payments to:

Squire Patton Boggs (US) LLP
P.O. Box 643051
Cincinnati, OH 45264
Phone: 216.687.3400
Fax: 216.687.3401

Remit Wire Payments to:

Squire Patton Boggs (US) LLP
US Bank
425 Walnut St. Cincinnati, OH 45264
Bank Routing #042000013
Bank Account #576762314

For Wires outside the US:
US Bank, USA
SWIFT Code: USBKUS44IMT
Bank Account #576762314

Direct Billing Inquiries to:

Christopher J. Franzmann
2000 Huntington Center
41 South High Street
Columbus, OH 43215
United States
Phone: +1.614.365.2700
Fax: +1.614.365.2499
email: Chris.Franzmann@squirepb.com

Please Include Reference Number 10078165.23248 with all Payments
Tax Identification Number 34-0648199

SQUIRE PATTON BOGGS (US) LLP

Pat Wirthlin
Director of Finance
City of Milford, Ohio
745 Center Street
Suite 200
Milford, Ohio 45150

Invoice Number: 10078165
Invoice Date: 04/15/19
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REMITTANCE COPY

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023248.00010

Milford, City of / General Matters

Invoice Number: 10078165

04/15/19

Page 2

GENERAL MATTERS

DISBURSEMENT SUMMARY

Telephone	40.95
TOTAL DISBURSEMENTS FOR THIS MATTER:	\$ 40.95

MATTER TOTAL

TOTAL SERVICES FOR THIS MATTER:	\$ 0.00
TOTAL DISBURSEMENTS FOR THIS MATTER:	\$ 40.95
TOTAL AMOUNT DUE FOR THIS MATTER:	\$ 40.95

PREVIOUS INVOICES OUTSTANDING AS OF THIS DATE

Invoice Number	Invoice Date	Amount Billed	Amount Paid	Balance Due
TOTAL:				\$ 0.00

SQUIRE PATTON BOGGS (US) LLP

023248.00070

04/15/19

Milford, City of / FC Cincinnati Project

Page 3

Invoice Number: 10078165

FC CINCINNATI PROJECT**LEGAL SERVICES**

DATE	TIMEKEEPER	HOURS	RATE	TOTAL	NARRATIVE
02/04/19	C. Franzmann	0.25	435.00	108.75	Call to Scott Sollmann regarding revised Stipulation and status of litigation.
02/07/19	C. Franzmann	0.50	435.00	217.50	Call with Scott Sollmann regarding status of litigation. Call to Andrew Spoor.
02/28/19	C. Franzmann	0.25	435.00	108.75	Call with Michael Doss regarding status of project and decision scenarios.
03/07/19	C. Franzmann	1.25	435.00	543.75	Call with Andrew Spoor regarding status of project. Call with Michael Doss and Pat Wirthlin regarding possible financing alternatives. Follow-up call with Andrew Spoor.
03/08/19	C. Franzmann	0.75	435.00	326.25	Call with Scott Sollmann regarding status of litigation and related issues.

TOTAL HOURS FOR THIS MATTER: **3.00**

TOTAL SERVICES FOR THIS MATTER: **\$ 1,305.00**

MATTER TOTAL

TOTAL SERVICES FOR THIS MATTER: **\$ 1,305.00**

TOTAL DISBURSEMENTS FOR THIS MATTER: **\$ 0.00**

TOTAL AMOUNT DUE FOR THIS MATTER: **\$ 1,305.00**