

**CITY OF MEDINA
AGENDA FOR COUNCIL MEETING**

April 11, 2016
Medina City Hall
7:30 p.m.

Call to Order.

Roll Call.

Reading of minutes. (March 28, 2016)

Reports of standing committees.

Requests for council action.

Reports of municipal officers.

Mayor- Introduction of Justin Harrison - Community Pinwheel Walk to Prevent Child Abuse

Notices, communications and petitions.

Unfinished business.

Introduction of visitors.

(speakers limited to 5 min.)

Introduction and consideration of ordinances and resolutions.

Res. 47-16

A Resolution authorizing the acceptance of funds donated to the Go Fund Me Campaign set up by Raymond Petro to construct the Medina Trail Skills Park at the Huffman Park Trailhead.

Ord. 48-16

An Ordinance authorizing the Mayor to enter into an Agreement with USI Insurance Services, LLC for the City's Property and General Liability Insurance for the period of April 1, 2016 through March 31, 2017.

(emergency clause requested)

Res. 49-16

A Resolution commending Matt Wiederhold for outstanding service to the City of Medina.

Council comments.

Adjournment.

MEDINA CITY COUNCIL

Monday, March 28th, 2016

Opening:

Medina City Council met in regular, open session on Monday, March 28th, 2016. The meeting was called to order at 7:30 p.m. by President of Council John Coyne who led the Pledge of Allegiance.

Roll Call:

The roll was called with the following members of Council present J. Coyne, B. Hilberg, M. Kolesar, B. Lamb, P. Rose, J. Shields, and D. Simpson.

Also present were the following members of the Administration: Mayor Dennis Hanwell, Keith Dirham, Greg Huber, Nino Piccoli, Patrick Patton, Chief Berarducci, Chief Painter, Jonathon Mendel, Jansen Wehrley, Kimberly Marshall and Darin Zaremba.

Minutes:

Mr. Shields moved that the minutes from the regular meeting on March 14th, 2016, as prepared and presented by the Clerk be approved, seconded by Mr. Simpson. The roll was called and the minutes were approved by the yea votes of B. Hilberg, M. Kolesar, B. Lamb, P. Rose, J. Shields, D. Simpson, and J. Coyne.

Reports of Standing Committees:

Finance Committee: Mr. Coyne stated the Finance committee met prior to Council and will meet again in two weeks.

Health, Safety & Sanitation Committee: Mr. Kolesar had no report.

Public Properties Committee: Mr. Shields had no report.

Special Legislation Committee: Mr. Lamb had no report.

Streets & Sidewalks Committee: Mr. Simpson had no report.

Water & Utilities Committee: Mr. Hilberg had no report.

Emerging Technologies Committee: Mr. Rose stated he held a meeting last Thursday covering a number of topics. We will be scheduling a follow up meeting sometime in early April.

Requests for Council Action:

Finance Committee

16-049-3/28 – Accept Crowdfunding Donation – Parks Dept.

16-050-3/28 – Expenditure Over \$15,000 – MNJ Technologies – IT Dept.

Reports of Municipal Officers:

Mayoral Proclamation – Water Tower Historic Neighborhood Association

Dennis Hanwell, Mayor, reported the following:

Working America Canvassing in City - Legislative/political advocacy as well as educational canvassing of residential areas in city starting in January and going through election cycle will be conducted in the city. Canvassing will be 4 p.m. to 9 p.m., Monday through Friday and 10 a.m. to 5 p.m. on weekends. These activities are constitutionally protected under the First Amendment and do not require registering with city for solicitor's permit, or following solicitor regulations, as they are not selling anything. Working America is not for profit 501c5 labor organization, affiliated with AFL-CIO.

Ohio Attorney General Mike DeWine warns of top tax scams - Calls threatening arrest unless money sent in or calling back. The IRS will not call to demand immediate payment over the phone, without sending prior written notice and documentation of alleged violations, as well as due process to resolve the matters. Do not call back, provide payments, or credit card info. IRS or U.S. Treasury scams can be reported to the U.S. Treasury Inspector General for Tax Administration at www.treasury.gov/tigta or by calling 800-366-4484.

- 1) Charter Review Commission - 5 members selected by Council, 5 members selected by Mayor, 5 members selected from Committee. Next meeting is Monday, April 4, at 5:30 pm at Medina City Hall Multi-Purpose room in lower level of city hall.
- 2) Presentation of Proclamation to Water Tower Historic Neighborhood Association Presented to Board President Megan Spillman with Councilman Bill Lamb.

Keith Dirham, Finance Director, reported Budget meetings start April 20th.

Greg Huber, Law Director, had no report.

Chief Berarducci, Police Chief, had no report.

Jonathon Mendel, Planning Community Director, had no report.

Chief Painter, Fire Chief, had no report.

Mike Wright, Recreation Center Director, was absent and had no report.

Jansen Wehrley, Parks and Recreations Director, reported removal of infected trees on Halifax, Freeport and Vineyard. He advised that replanting would be done.

Kimberly Marshall, Economic Development Director, had no report.

Dan Gladish, Building Official, was absent and had no report.

Nino Piccoli, Service Director, reported Solid Waste Dist. meeting will be Thursday, March 31st.

Patrick Patton, City Engineer, reported Columbia Gas will replace sidewalks along W. Washington St. and residents have been notified of night work.

Ryan Rd. pavement removal starts next week, the process should last 3 - 4 weeks.

Notices, Communications and Petition:

Liquor Permit:

Mr. Shields moved not to object to the transfer of a D5 permit from Cravens Hospitality Medina LLC, dba Lager & Vine Gastropub, 108 to Birch Family Limited Partnership II, 108 Public Square. Motion seconded by Mr. Simpson and approved by the yea votes of M. Kolesar, B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, and B. Hilberg.

Liquor Permit:

Mr. Shields moved not to object to the transfer of a D-1, D-2 and D-3 permit from Alsatian LLC, dba Sushi On the Roll, 985 Boardman Alley & Patio to Twisted Restaurant Group LLC, dba Twisted Sushi Grill Bar & Sushi On the Roll, 985 Boardman Alley & Patio. Motion seconded by Mr. Simpson and approved by the yea votes of B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, B. Hilberg, and M. Kolesar.

Confirmation of Council Appointments: (This was removed from the agenda)

MCRC Sponsorship Committee:

Councilman At-Large Bill Lamb

Ward 3 Councilman Mark Kolesar

Unfinished Business: There was none.

Introduction of Visitors:

There were none. President Coyne recognized a scout in the audience and apologized for not having him begin the Pledge of Allegiance at the start of the meeting.

Introduction and Consideration of Ordinances and Resolutions:

Ord. 41-16:

An Ordinance authorizing the Mayor to advertise for competitive bids and to award a contract to the successful bidder for the annual purchase of general pavement services and equipment to be used by the Service Department. Mr. Shields moved for the adoption of Ordinance/Resolution No. 041-16, seconded by Mr. Simpson. The roll was called and Ordinance/Resolution No. 041-16 passed by the yea votes of J. Shields, D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, B. Lamb and P. Rose.

Res. 42-16:

A Resolution amending Resolution No. 9-15, passed January 26, 2015, relative to the Partnership Agreement with City of Wadsworth and the City of Brunswick for the PY14 Community Housing Impact and Preservation Program Grant and authorizing the addition of Amendment No. 1 to the Agreement. Mr. Shields moved for the adoption of Ordinance/Resolution No. 042-16, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 042-16, seconded by Mr. Simpson. The roll was called on adding the emergency clause and was approved by the yea votes of D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, B. Lamb, P. Rose, and J. Shields. The roll was called and Ordinance/Resolution No. 042-16 passed by the yea votes of J. Coyne, B. Hilberg, M. Kolesar, B. Lamb, P. Rose, J. Shields, and D. Simpson.

Ord. 43-16:

An Ordinance authorizing the Mayor to enter into a HOME Written Agreement with Anthony S. Kubrak, and Dianne Kubrak, aka Dianne Bruckner, 4205 Sleepy Hollow Road for Private Owner Rehabilitation Assistance to the Owner Utilizing Home Funds made available through the PY14 Community Housing Impact and Preservation (CHIP) Program. Mr. Shields moved for the adoption of Ordinance/Resolution No. 043-16, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 043-16, seconded by Mr. Simpson. The roll was called on adding the emergency clause and was approved by the yea votes of B. Hilberg, M. Kolesar, B. Lamb, P. Rose, J. Shields, D. Simpson, and J. Coyne. The roll was called and Ordinance/Resolution No. 043-16 passed by the yea votes of M. Kolesar, B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, and B. Hilberg.

Ord. 44-16:

An Ordinance authorizing an expenditure not to exceed \$75,000.00 to Epic Aviation LLC for the purchase of Jet-A fuel at the Medina Municipal Airport. Mr. Shields moved for the adoption of Ordinance/Resolution No. 044-16, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 044-16, seconded by Mr. Simpson. The roll was called on adding the emergency clause and was approved by the yea votes of B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, B. Hilberg, and M. Kolesar. The roll was called and Ordinance/Resolution No. 044-16 passed by the yea votes of P. Rose, J. Shields, D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, and B. Lamb.

Ord. 45-16:

An Ordinance of the Council of the City of Medina, Ohio certifying that when a municipal obligation was incurred sums were lawfully appropriated in the funds to satisfy the obligation and sufficient sums currently exist to satisfy this obligation according to the attached sheet(s). Mr. Shields moved for the adoption of Ordinance/Resolution No. 045-16, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 045-16, seconded by Mr. Simpson. The roll was called on adding the emergency clause and was approved by the yea votes of J. Shields, D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, B. Lamb and P. Rose. The roll was called and Ordinance/Resolution No. 045-16 passed by the yea votes of D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, B. Lamb, P. Rose, and J. Shields.

Ord. 46-16:

An Ordinance of the Council of the City of Medina, Ohio certifying that when a municipal obligation was incurred sums were lawfully appropriated in the funds to satisfy the obligation and sufficient sums currently exist to satisfy this obligation according to the attached sheet(s). Mr. Shields moved for the adoption of Ordinance/Resolution No. 046-16, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 046-16, seconded by Mr. Simpson. The roll was called on adding the emergency clause and was approved by the yeas votes of J. Coyne, B. Hilberg, M. Kolesar, B. Lamb, P. Rose, J. Shields, and D. Simpson. The roll was called and Ordinance/Resolution No. 046-16 passed by the yeas votes of B. Hilberg, M. Kolesar, B. Lamb, P. Rose, J. Shields, D. Simpson, and J. Coyne.

Council Comments:

Mark Kolesar - April 23rd is Earth Day, event 9 a.m. at Sam Masi Parking lot off Gates Mills, they will plant trees and a wildflower garden.

April 30th at Heritage Elementary, 833 Guildford there will be a 40 year anniversary/carnival. Tours begin at 9 a.m. followed by a presentation and carnival at 11:00 a.m. Safety vehicles from the City will be available as well. If anyone would like to volunteer for Earth Day, please call 330-725-6993 or e-mail mkolesar@medinaoh.org.

Brian Hilberg – Ward 1 & Ward 2 meeting April 5th at 7 p.m. at Fire Station #1, 300 W. Reagan Parkway.

Mr. Coyne announced a Special Finance meeting on April 6th at 5:30 p.m. to discuss the Municipal Court Project.

Paul Rose – On April 16th, there will be a clean-up on Hillview Way, 361 Ellington Ct. at 10 a.m.

Adjournment:

There being no further business before Council, the meeting adjourned at 7:56 p.m.

Kathy Patton, CMC - Clerk of Council

John M. Coyne, President of Council



**THE CHILDREN'S
CENTER
OF MEDINA
COUNTY**



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Address: The Children's Center, 200 Highland Drive, Medina, Ohio 44256

Phone: (330) 764-8891

Fax: (330) 764-8893

What We Do

Our mission is to nurture abused and neglected children through collaboration, advocacy, treatment and prevention.

We are a child-oriented facility, which serves as a centralized location for interviewing and examining children who are victims of sexual abuse. Our main focus is the health and wellness of the child. Members of the multidisciplinary team help the child and family cope with the abuse and begin the recovery process.

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REPORTING ABUSE

If you suspect a child is being abused, it should be reported to Medina County Job and Family Services (MCJFS) at 330-661-0800.

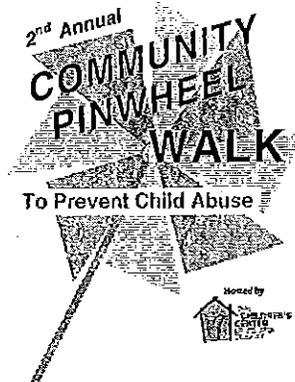
If a child is in immediate danger, please call 911.

The longer abuse continues, the greater the potential for serious and long-term emotional and

HEALING FAMILIES, CHANGING LIVES

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Pinwheel Walk



Community Pinwheel Walk to Prevent Child Abuse
APRIL 16th, 2016

FREE EVENT *** 9:00AM

Pre-Register by clicking [HERE](#)

Gather your friends and bring your family for this powerful event as we take our turn to make a difference in the lives of the children in Medina County.

The 2016 Pinwheel Walk is a free family friendly event that focuses on honoring the Medina County children that have been victims of child abuse 2015. It is also a great opportunity for the community to come together and help bring awareness to the prevention of child abuse and how we can come together to help all children live a happy and healthy childhood.

The walk hopes to bring hundreds of families and friends together for a short, 1-mile walk that even the youngest in strollers will enjoy. We will walk from the Historical Medina Square to St. Francis Xavier where the pinwheels will be planted before returning back to the Square to receive a thank you gift.

Each one of the 495 pinwheels planted at St. Francis Xavier represents one child abuse case in Medina County for 2015.



To keep up to date about the April 16th event, check out our [Facebook Page!](#)

RESOLUTION NO. 47-16

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF FUNDS DONATED TO THE GO FUND ME CAMPAIGN SET UP BY RAYMOND PETRO TO CONSTRUCT THE MEDINA TRAIL SKILLS PARK AT THE HUFFMAN PARK TRAILHEAD.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MEDINA, OHIO:

SEC. 1: That the City of Medina hereby accepts the donation of the funds collected in the Go Fund Me Campaign set up by Raymond Petro to construct the Medina Trail Skills Park at the Huffman Park Trailhead.

SEC. 2: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

SEC. 3: That this Resolution shall be in full force and effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

ORDINANCE NO. 48-16

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH USI INSURANCE SERVICES, LLC FOR THE CITY'S PROPERTY AND GENERAL LIABILITY INSURANCE FOR THE PERIOD OF APRIL 1, 2016 THROUGH MARCH 31, 2017, AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEDINA, OHIO:

SEC. 1: That the Mayor is hereby authorized and directed to enter into a contract with USI Insurance Services, LLC for the City's Property and General Liability Insurance for the period of April 1, 2016 through March 31, 2017.

SEC. 2: That the funds to cover this expenditure are available in each appropriate budget.

SEC. 3: That a copy of the Brokerage Agreement is marked Exhibit A, attached hereto and incorporated herein.

SEC. 4: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

SEC. 5: That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to renew said policy which expired April 1, 2016; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

Effective date – April 1, 2016

BROKERAGE SERVICE FEE AGREEMENT

THIS AGREEMENT, effective as of 01/01/2016, is by and between City of Medina ("Client"), located at 132 N. Elmwood Avenue, Medina, Ohio 44256 and ("USI"), located at 10100 Innovation Dr., Suite 220, Dayton, OH 45342.

WHEREAS, Client has appointed USI as its broker of record for City of Medina' insurance program described below, and

NOW, THEREFORE, in consideration of the following, Client agrees to engage USI, and USI hereby agrees to perform the services described below.

1. SCOPE OF SERVICES

A) Risk Management

1. Negotiate coverage terms, premiums, and the placement of coverage with insurers, for Client's insurance program described as follows: **Property, General Liability, Inland Marine, Commercial Auto, Law Enforcement Liability, Public Officials Liability, Employment Practices and Excess Liability coverages.**
2. Review insurance policies for conformity with the insurers' proposals and obtain necessary revisions.
3. Obtain from the insurers and promptly deliver to Client the requested insurance policies, endorsements, and related documentation on the understanding that Client will also review all such documents delivered to Client and promptly advise USI of any revisions that may be needed;
4. Verify the accuracy of each binder, certificate, endorsement, premium audit, and premium adjustment, and other documents received from Client's insurer(s), and obtain revisions from insurers when needed.
5. Prepare certificates of insurance as requested by Client and as appropriate.
6. Prepare a schedule of Client's insurance policies, including the names of the insurers, policy numbers, term, limits of liability, deductibles, retentions, payment plans and the estimated annual premium.
7. Monitor the financial strength of the insurer(s) providing Client's coverages, and inform Client in the event that the A.M. Best rating of such insurer(s) is reduced below "A-".
8. Assist Client in developing and maintaining the underwriting-related information required to obtain insurance coverage, relying on the information provided by Client on the understanding that Client shall be responsible for the accuracy such information.
9. Furnish continuing advice, technical assistance and counsel to Client, as requested by Client.

10. Provide periodic forecasts of ultimate losses to Client in reliance on information provided by insurers and Client.

B) Claims, Loss Control & Engineering

1. Monitor the loss control assistance provided by Client's insurers, evaluate the insurers' recommendations submitted and attempt to negotiate amendments where requested by Client and as appropriate.
2. Provide detailed loss data to Client on a periodic basis, based on data from the insurers or, if available, from USI's databases.
3. Analyze Client's loss data to determine trends in causes and sites of incidents, and provide the data analysis to Client on a periodic basis.
4. Monitor the claim services provided by Client's insurers, including assistance with claims submission interpretation of insurance policies.
5. Attend claims review meetings convened by Client's insurers as requested by Client.
6. Analyze reserve amounts allocated for claims by insurers and notify Client as to increases.
7. Monitor problematic claims regularly.
8. Conduct loss control surveys at the Client's facilities as agreed in writing by Client and USI.

USI reserves the right to re-negotiate this Agreement in the event that the hours of service provided by USI exceed the fees set forth in Section 2. **However, no renegotiation shall be valid until both parties sign a written memorandum specifying the additional compensation.**

As respects all Loss Control and Engineering services described above, USI does not offer any warranty, either express or implied, that such services shall result in either monetary savings or claim payments by insurers to Client. In addition, Client acknowledges that USI, in performing a Loss Control analysis, cannot identify or detect every possible hazard, risk or legal violation that may be present in Client's operation or premises.

C) Existing Insurance Policies

The services to be provided by USI hereunder are provided for the exclusive benefit of Client. The services, recommendations, proposals and information provided by USI are not to be distributed to, used by or relied upon by other parties. Furthermore, if the services to be provided by USI hereunder shall be deemed by Client to apply to any insurance policy/policies that was in effect prior to the effective date of this Agreement, then USI's services shall not be assumed by Client to remedy or resolve any deficiencies in such policy/policies. USI will neither assume nor accept liability for any deficiencies, errors or oversights inherent in such policy/policies until such time as USI has had

adequate opportunity to review such policy/policies and to provide recommendations to Client concerning same.

D) Additional Services

The services described above are the only services to be provided by USI to Client under this Agreement. Any additional services requested by Client, and any related compensation, shall be separately negotiated by USI and Client and described in an amendment to this Agreement.

Notwithstanding the foregoing, to the extent that state law prohibits value added services that are unrelated to the insurance products being sold, this Agreement may be modified so that the scope of services and the corresponding compensation therefore is compliant under state law.

2. BASIS OF COMPENSATION

In consideration of the services provided by USI, Client will pay USI an annual fee of \$10,500, to be fully earned and payable at the time of the execution of this Agreement.

If USI is compensated by commissions paid to us by insurers, they will be earned for the entire policy period at the time USI places the coverage. USI will be paid the commission percentage stated for the placement of your insurance as indicated, and will earn and retain the same commission percentage for all subsequent renewals of this policy unless a different commission percentage is agreed to in writing.

USI's compensation for the services excludes federal, state and local sales, use, excise, receipts, gross income and other similar taxes or governmental charges which may be imposed. Client is responsible for paying any such taxes or charges (except for taxes imposed on the net income of USI) now imposed or becoming effective during the term of this Agreement. In addition to the premium and our compensation, USI may invoice Client for any federal, state and local sales, use, excise or other similar taxes, unless Client provides USI with a valid tax exemption acceptable to us.

Neither state law nor any insurance company requires USI to charge a fee. Ohio law permits such fees but provides that the fees may not be refunded, forgiven, waived, offset or reduced by any commissions earned or received by USI.

In the event of the renewal of this Agreement, payments of such fee installments shall continue to be made on the annual anniversaries of these payment dates.

In the event of mergers, acquisitions, or other substantial changes in Client's business which result in a material increase in the work required of USI under this Agreement, the fee set forth above shall be subject to good faith re-negotiation. **However, no renegotiation shall be valid until the Client signs a written memorandum specifying the additional compensation.** In the event that Client requests USI to place new lines of insurance, USI will be entitled to accept commissions on such placements, unless USI and Client modify this Agreement to take into account the additional services which will be provided to Client.

3. TERM OF CONTRACT

The initial term of this Agreement shall be one year from the effective date of this Agreement. This Agreement shall renew automatically, unless terminated in accordance with Section 4, Termination of Agreement, hereof.

4. TERMINATION OF AGREEMENT

This Agreement will renew annually after the initial term, unless either party gives written notice to the other party of non-renewal at least sixty (60) calendar days prior to the end of the initial term or any renewal term. The Client may terminate this Agreement during any renewal term, after the initial term, upon sixty (60) days' written notice to USI. In the event of any non-renewal or termination of this Agreement, the fee as set forth in Section 2 shall be deemed fully earned and payable to USI as of the beginning of the term in the year in which such non-renewal or termination occurs. All work product provided by USI to Client pursuant to this Agreement shall be the property of Client.

USI's obligation to render the services under this Agreement ends on the effective date of termination of this Agreement. USI will assist in the orderly transition of matters to Client or to a new insurance broker. Claims and premium or other adjustments may arise after our relationship ends, and we have no responsibility to handle these things after termination of the Agreement. Such items are normally handled by the insurance broker serving you at the time the claim or adjustment arises. However, USI may provide services after the termination of this Agreement for mutually agreed additional compensation. Nevertheless, we will, process all remaining deposit premium installments on the policy(ies) in effect at the time of change.

5. ASSIGNMENT

Neither Client nor USI shall assign, solicit or transfer their rights or obligations under this Agreement without prior written consent of the other, and such consent shall not be unreasonably withheld.

6. CONFIDENTIALITY

"Confidential Information" shall mean non-public information revealed by or through a party to this agreement (a "Disclosing Party") to the other party (a "Receiving Party") including (a) information expressly or implicitly identified as originating with or belonging to third parties, or marked or disclosed as confidential, (b) information traditionally recognized as proprietary trade secrets, and (c) all forms and types of financial, business (including customer information), scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs or codes, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing

- A. As to any Confidential Information disclosed by the Disclosing Party to the Receiving Party, the Receiving Party will take reasonable precautions in accordance with procedures it follows with respect to its own important confidential information to prevent disclosure, directly or indirectly, of all or any portion of the Confidential Information.
- B. Except as may be required by law or legal process, the Receiving Party agrees not to otherwise use the Confidential Information obtained hereunder in the absence of a written letter agreement with Disclosing Party. The Receiving Party further agrees to return to Disclosing Party all Confidential Information received hereunder upon written request therefore.
- C. The obligations hereunder remain in full force and effect until and unless: (a) the Receiving Party can show that such Confidential Information was in the Receiving Party's possession prior to the date of the disclosure by Disclosing Party; or (b) such Confidential Information was obtained by the Receiving Party after the date of this Agreement from a party other than Disclosing Party, and the receiving party has no knowledge that said party is under an obligation of confidentiality to the Disclosing Party with respect to such information; or (c) such Confidential Information becomes generally available to the trade, or to the public, through sources other than Receiving Party; or (d) such Confidential Information is developed at any time by the Receiving Party independent of information or materials disclosed by Disclosing Party to the Receiving Party.
- D. In the event that the Receiving Party is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information furnished by the Disclosing Party, it is agreed that the Receiving Party will cooperate with the Disclosing Party and provide the Disclosing Party with prompt notice of such request(s) or

requirement(s) so that the Disclosing Party may seek an appropriate protective order, at its sole cost, or waive compliance by the Receiving Party with the provisions of this Agreement. If, in the absence of a protective order or the receipt of a waiver hereunder, the Receiving Party is nonetheless, in the opinion of the Receiving Party, legally required to disclose the Confidential Information forwarded by the Disclosing Party, the Receiving Party may disclose such information without liability hereunder, provided, however, that the Receiving Party shall disclose only that portion of such Confidential Information which it considers that it is legally required to disclose.

E. Upon termination of this Agreement, or upon Disclosing Party's earlier request, Receiving Party shall promptly deliver to Disclosing Party all Confidential Information and any other material which Disclosing Party furnishes to Receiving Party in connection with this Agreement.

F. **INCLUDE THE FOLLOWING ONLY WHEN USI WILL RECEIVE PERSONAL INFORMATION OF A MASSACHUSETTS RESIDENT.** USI represents and warrants that, with respect to the personal information of any Massachusetts resident (1) it has and is capable of maintaining appropriate security measures to protect Personal Information consistent with 201 CMR 17.00 and any applicable federal regulations; and (2) as of the date of this Agreement, it has and will at all times during the term of this Agreement, maintain a comprehensive written information security program that complies with applicable privacy and data security laws. The USI information security program maintains, at minimum the following standards:

- Reasonable restrictions upon physical access to records containing personal information and storage of such records and data in locked facilities, storage areas or counters.
- Regular monitoring to ensure that the comprehensive information security program is operating in a manner reasonably calculated to prevent unauthorized access to or unauthorized use of personal information; and upgrading information safeguards as necessary to limit risks.
- Reviewing the scope of the security measures at least annually or whenever there is a material change in business practices that may reasonably implicate the security or integrity of records containing personal information.
- Documenting responsive actions taken in connection with any incident involving a breach of security, and mandatory post-incident review of events and actions taken, if any, to make changes in business practices related to protection of personal information.

7. INTELLECTUAL PROPERTY

USI shall retain all title, copyright, patent, trademark, and all other intellectual property rights to all USI developed computer programs models and tools and to their output and to all USI developed methodologies and documents used in performance of the services under this agreement.

8. CONFLICTS OF INTEREST

USI shall report immediately to Client any circumstance in which USI is in a conflict-of-interest and cannot provide the services in accordance with the terms of this Agreement. Promptly thereafter, we shall meet and discuss in good faith what steps need to be undertaken with respect to the services and the provision thereof by USI.

9. PREMIUM /HANDLING OF FUNDS

Client shall provide immediately available funds for payment of premium by the payment dates specified in the insurance policies, invoices, or other payment documents. Failure to pay premium on time may prevent coverage from incepting or result in cancellation of coverage by insurers.

USI will handle any premiums you pay through us and any funds which we receive from insurers or intermediaries for payment or return to you in accordance with the requirements or restrictions of applicable state and federal laws and regulations.

In the ordinary course of business USI will receive and retain interest on premiums paid by Client from the date we receive the funds until we pay them to the insurers or their intermediaries, or until we return them to Client after we receive such funds.

10. SURPLUS LINES TAXES AND OTHER FEES

In the event that USI or a USI affiliate procures coverages for Client from a surplus lines insurance company, Client will be responsible for payment of surplus lines taxes on such coverage. Client will also be responsible for payment of fees or surcharges required by law. In all such cases, USI will endeavor to identify such taxes and fees to Client, but the liability for payment of these taxes, fees and surcharges is assumed by Client. USI will not under any circumstances pay, transmit or be responsible for the payment of any surplus lines tax or fee.

11. USI'S POLICY REGARDING COMPENSATION FROM INSURERS AND INTERMEDIARIES

As a licensed insurance producer, USI is authorized to confer with or advise our clients and prospective clients concerning substantive benefits, terms or conditions of insurance contracts, to sell insurance and to obtain insurance coverages for our clients. The Client agrees to pay compensation to USI for the placement of insurance pursuant to this written agreement.

We may also receive from insurers and insurance intermediaries (which may include USI affiliated companies) additional compensation (monetary and non-monetary) based in whole or in part on the insurance contract we sell, which is contingent on volume of business and/or profitability of insurance contracts we supply to them and/or other factors pursuant to agreements we may have with them relating to all or part of the business we place with those insurers or through those intermediaries. Some of these agreements with insurers and/or intermediaries include financial incentives for USI to grow its business or otherwise strengthen the distribution relationship with the insurer or intermediary. Such agreements may be in effect with one or more of the insurers with whom the Client's insurance is placed, or with the insurance intermediary we use to place the Client's insurance. Such agreements do not affect or modify in any way USI's responsibilities to the Client. The Client may obtain information about the nature and source of such compensation expected to be received by USI, and, if applicable, compensation expected to be received on any alternative quotes pertinent to the Client's placement upon Client's request.

Generally speaking, USI will annually receive from the various insurers with which it places risks about 1% to 1.5% of its total annual premium placements as contingent compensation. Historically, such compensation has been computed based upon a variety of factors and variables, including but not limited to the loss history of Client's coverages, the volume of total coverages placed by USI with the insurer, the period of time over which the coverages were placed with the insurer, and other considerations. In any event, the Client is invited to obtain as much detail as it wishes from USI on the computation of the particular contingent compensation applicable to its placement.

12. REPORTING CHANGES IN EXPOSURE

Client shall promptly notify USI with respect to all material changes in exposure and all changes in loss-related information. USI shall promptly notify the affected insurance companies of such changes.

13. INSURER SOLVENCY

USI does not guarantee the solvency of any insurer with which it places Client's risks.

14. SEVERABILITY

If any part, term, or provision of this Agreement shall be found by a court to be legally invalid or unenforceable, then such provision or portion thereof shall be performed in accordance with applicable laws. The invalidity or unenforceability of any provision or portion of any contract document shall not affect the validity of any other provisions or portion of this Agreement.

15. AGREEMENT CONSTRUED UNDER STATE LAWS

This Agreement is to be executed and performed in the State of Ohio and shall be construed in accordance with the laws of such State.

16. CHANGES TO BE IN WRITING

This Agreement may be amended only by a written agreement executed by both USI and Client.

17. WAIVERS

The failure of USI or Client to insist on strict compliance with this Agreement, or to exercise any right(s) hereunder shall not be construed as a waiver of any of the rights or privileges contained herein.

18. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties with respect to its subject matter. This Agreement supersedes all prior agreements, arrangements and understandings between the parties, whether oral or written, with respect to its subject matter.

19. RECORD RETENTION

USI will retain its records of all matters relating to this Agreement in accordance with USI's record retention policy, (a copy of which will be made available to Client upon request), and all applicable laws and regulations.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year first above written.

City of Medina

BY: _____
Name: _____
Title: Authorized Representative *Dennis Hanwell, Mayor*

USI Insurance Services, LLC
BY: _____
Name: John Jagodzinski
Title: President