

FAIRFIELD TOWNSHIP
RESOLUTION NO. 25-96

**RESOLUTION AUTHORIZING THE TOWNSHIP ADMINISTRATOR TO EXECUTE ALL
NECESSARY DOCUMENTS TO RENEW THE TOWNSHIP'S COVERAGE FOR
CYBER INSURANCE THROUGH CFC, AT AN ANNUAL COST NOT TO EXCEED \$10,434.75
EFFECTIVE JUNE 1, 2025, THROUGH MAY 31, 2026.**

WHEREAS: Fairfield Township currently has Cyber Coverage and is looking to renew its \$1 million policy; and

WHEREAS: Cyber security & ransom threats have continued to increase and pose a serious threat to business; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of Fairfield Township, Butler County, Ohio, as follows;

SECTION 1: The Board hereby authorizes the Administrator to sign all necessary documents to renew Cyber Coverage for the Township with CFC at an annual cost not to exceed \$10,434.75 for the policy period June 1, 2025, through May 31, 2026, set forth in the attached Exhibit "A".

SECTION 2: The Fiscal Officer is hereby authorized to pay for the premiums of the Cyber Insurance from the following funds: General Fund 1000.

SECTION 3: The Board hereby dispenses with the requirement that this resolution be read on two separate days, pursuant to RC 504.10, and authorizes the adoption of this resolution upon its first reading.

SECTION 4: This resolution is the subject of the general authority granted to the Board of Trustees through the Ohio Revised Code and not the specific authority granted to the Board of Trustees through the status as a Limited Home Rule Township.

SECTION 5: That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.

SECTION 6: This resolution shall take effect at the earliest period allowed by law.

Adopted: June 17, 2025

Board of Trustees

Michael Berding: _____

Shannon Hartkemsy: _____

Joe McAbee: _____

Vote of Trustees

yes

yes

yes

AUTHENTICATION

This is to certify that this is a resolution which was duly passed and filed with the Fairfield Township Fiscal Officer this 17th day of June, 2025.

ATTEST:

Shelly Schultz

Shelly Schultz, Fairfield Township Fiscal Officer

APPROVED AS TO FORM:

Katherine Barbieri

Katherine Barbieri, Township Law Director



QUOTATION SUMMARY

Digital Insurance LLC – Cincinnati OH
P.O. Box 62386
Cincinnati, OH 45262-0386

FROM: Alitta Edwards for Hank Stickley

Outlined below is a summary of the attached quotation obtained for the above noted Insured. The full quote terms, conditions, limitations, and exclusions can be found on the attached quote. Please pay special attention to those items found on the quote, and note that in the event of any discrepancies between the information found on this summary and the quote itself, the quote supersedes our summary. As the broker with the direct relationship with the Insured, it is your responsibility to carefully review with the Insured the terms, conditions, limitations, and exclusions in the quote, and to specifically reconcile with the Insured any differences between those quoted and those you requested. RT Specialty expressly disclaims any responsibility for any failure on your part to review or reconcile any such differences with the Insured.

NAMED INSURED:	Fairfield Township 6032 Morris Road Fairfield, OH 45011
PRIMARY RISK ZIP CODE:	45011
COVERAGE:	Network Security / Privacy Liability Full Program
INSURER:	Underwriters at Lloyd's of London (Non-Admitted - Non-Admitted)
POLICY TERM:	6/1/2025 - 6/1/2026
ESTIMATED POLICY PREMIUM:	\$9,500.00
OPTIONAL TRIA:	APPLIES
FEES:	Brokerage Fee \$150.00 Company Service Fee \$295.00
	TOTAL FEES: \$445.00
ESTIMATED SURPLUS LINES TAX:	Surplus Lines Tax \$489.75
	TOTAL TAXES: \$489.75
TOTAL:	\$10,434.75
SUBJECTIVITIES:	

SPECIAL CONDITIONS / OTHER COVERAGES:

NO FLAT CANCELLATIONS
ALL FEES ARE FULLY EARNED AT INCEPTION



For RT Specialty to file the surplus lines taxes on your behalf, please complete the surplus lines tax document (per the applicable state requirements) and return with your request to bind. Due to state regulations, RT Specialty requires tax documents to be completed within 24 to 48 hours of binding. Please be diligent in returning tax forms.

HOME STATE FOR NON-ADMITTED RISKS

Taxes and governmental fees are estimates and subject to change based upon current rates of the Home State and risk information available at the date of binding. The Home State of the Insured for a non-admitted risk shall be determined in accordance with the Nonadmitted and Reinsurance Act of 2010, 15. U.S.C §8201, etc. ("NRRA"). Some states require the producing broker to submit a written verification of the Insured's Home State for our records. The applicable law (if any) of the Home State governing cancellation or non-renewal of non-admitted insurance, including whether any such laws apply to non-admitted risks, shall apply to this Policy.

BINDING INSTRUCTIONS

We will only bind coverage in writing after we receive a written request from you to bind coverage. If coverage is requested, the subjectivities listed must be submitted:

There are subjectivities that:

- must be complied with or resolved before the contract becomes binding
- apply both before or after inception, compliance with which is a condition of all or part of the coverage; and
- apply after the formation of the contract as conditions of continued coverage.

Failure to provide or comply with these subjectivities might result in a refusal to bind or cancellation of coverage, at the Insurer's option. Please note that this is a quote only, and the Insurer reserves the right to amend or withdraw the quote if new, corrected, or updated information is received. You must notify us of any material change in the risk exposure occurring after submission of the application. If the Insurer binds the risk following your written request, the terms of the policy currently in use by the Insurer will supersede the quote.

Any amendments to coverage must be specifically requested in writing or by submitting a policy change request form and then approved by the Insurer. Coverage cannot be affected, amended, extended, or altered through the issuance of certificates of insurance. Underlying Insurers must be rated A- VII or better by A.M. Best.

This quote summary, the quote, the fees quoted and our advice, is confidential. This quote summary and the quote constitutes the entire understanding and supersedes any and all agreements and communications respecting the insurance offered. If you need further information about the quote, our fee or the Insurer that is proposing to provide your insurance, please contact us.



PRODUCER COMPENSATION:

RT Specialty is typically compensated through commission from the insurer for the placement of policies in most transactions. The amount of the commission varies by insurance line and by carrier. RT Specialty might also receive additional compensation. In order to place the insurance requested we may charge a reasonable fee for additional services such as performing a risk analysis, comparing policies, processing submissions, communication expenses, inspections, working with underwriters on the coverage proposal, issuing policies, or servicing the policy after issuance. Any fees charged are fully earned at inception of the policy. Third-party inspection or other fees may be separately itemized upon request. Our fees are applied to new policies, renewal policies, and endorsements. Fees applicable to each renewal and endorsement will be set forth in the quotes. It is the insurance carrier's decision whether to offer the insurance quoted, and your client's decision whether to accept the quote. Our fee is not imposed by state law or the insurer.

Depending upon the insurer involved with your placement, we might also have an agreement with the insurer that we are proposing for this placement that might pay us future additional compensation. This compensation could be based on formulas that consider the volume of business placed with the insurer, the profitability of that business, how much of the business is retained for the insurer's account each year, and potentially other factors. The agreements frequently consider total eligible premium from all clients placed during a calendar year and any incentive or contingent compensation is often received at a future date. Because of variables in these agreements, we often do not have an accurate means at the time of placement to determine the amount of any additional compensation that might be attributable to any single placement.

You, as the retail broker with the direct relationship with the insured, must comply with all applicable laws and regulations related to disclosure of and consent and agreement to, compensation, and informing the insured that it may request more information about producer or broker compensation that might be paid in connection with the insured's placement. If we request a copy of any legally required insured consent or agreement, you will provide us with a copy. If you need additional information about the compensation arrangements for services provided by RT Specialty affiliates, please contact your RT Specialty representative.

RT Specialty is a division of RSG Specialty, LLC. RSG Specialty, LLC is a Delaware limited liability company and a subsidiary of Ryan Specialty, LLC. In California: RSG Specialty Insurance Services, LLC (License # 0G97516).

Unless this quote is amended or withdrawn it is valid for 30 days from the date shown above, or the proposed effective date, whichever is earlier. This quote can be amended or withdrawn at any time prior to acceptance by the insured. If the quote included with this letter provides otherwise, or in any way conflicts with this letter, the terms of the quote shall govern and control.



Department
of Insurance

Mike DeWine, Governor
Jon Husted, Lt Governor

Jillian Froment, Director

Surplus Lines Statement

OPRAS-P&C Division, 50 W Town Street, 3rd Floor - Suite 300, Columbus OH 43215
614-644-2635 | Fax 614-728-1280 | insurance.ohio.gov

NOTE: Form is to be returned to the broker or agent, not to the Ohio Department of Insurance

PART 1. STATEMENT OF SURPLUS LINE BROKER OR ORIGINATING AGENT

_____ acknowledges that he/she is a duly licensed full multiple line agent currently licensed with insurance companies, other than life, authorized to do business in Ohio or he/she is a duly licensed surplus line broker pursuant to section 3905.30 of the Ohio Revised Code and that after due diligence, he/she is unable to procure the insurance policy described below from insurers authorized to do business in Ohio to which he/she is a licensed agent.

Property or risk to be insured: 6032 Morris Road Fairfield OH 45011

He/she acknowledges that he/she has complied with the applicable requirements of due diligence as set forth in section 3905.33 of the Ohio Revised Code, and has explained to the insured the meaning of the signed statements prior to binding coverage and received declinations for the reasons set forth below from the following authorized insurer(s) to which he/she is so licensed and which are known to him/her to customarily write the kind of insurance described above.

INSURERS	REASONS
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

Signature of Surplus Line Broker or Originating Agent

PART 2. SIGNED STATEMENT OF INSURED AS REQUIRED BY SECTION 3905.33 OF THE OHIO REVISED CODE

The named insured Fairfield Township, acknowledges that the insurance policy (other than life insurance) as described above is to be placed with an insurance company not authorized to do business in Ohio. The insured understands that the insurance company is not a member of the Ohio Insurance Guaranty Association and that Chapter 3955 of the Ohio Revised Code is not applicable to claimants or insureds of said insurance company. The surplus line broker shall collect the Ohio tax of five percent of the amount of the premium for the insurance policy at the time the insurance policy is delivered to the insured.

Signature of Insured: _____

Kimberly L. Lapeere, Township Administrator

NOTE: Form is to be returned to the broker or agent, not to the Ohio Department of Insurance