

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 206

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN OHIO GOVERNMENT BENEFIT COOPERATIVE CONSORTIUM AGREEMENT HEALTH CARE PROGRAM FOR CITY EMPLOYEES AND ELIGIBLE DEPENDENTS, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Strongsville government has been progressive in its approach to continually providing a comprehensive health benefits plan for its employees and eligible dependents in order to keep health insurance premiums as reasonable as possible; and

WHEREAS, the Ohio Government Benefit Cooperative sponsors a joint self-insurance health care program for political subdivisions and groups of political subdivisions, for the purposes of maximizing benefits and/or reducing costs of medical, prescription drug, vision, dental, life and /or other group insurance coverages for the political subdivisions' and groups of political subdivisions' employees and their eligible dependents and designated beneficiaries; and

WHEREAS, the City of Strongsville considers that it is in the best interests of the City to join Ohio Government Benefit Cooperative; and

WHEREAS, Council is now desirous of proceeding to enter into an agreement for such program.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO:

Section 1. That this Council hereby authorizes the City of Strongsville to join the Ohio Government Benefit Cooperative in accordance with the terms and conditions of the Ohio Government Benefit Cooperative Consortium Agreement attached hereto as Exhibit A, and made a part hereof.

Section 2. That the Mayor is hereby authorized and directed, on behalf of the City of Strongsville, to execute and deliver the Consortium Agreement.

Section 3. That the Mayor and Director of Finance are hereby authorized and directed, on behalf of the City of Strongsville, to execute and deliver such documents and to take such actions as may be necessary or appropriate to enroll the City of Strongsville in the Ohio Government Benefit Cooperative's benefit programs, and to execute and deliver such other documents and take such other actions as may be necessary or appropriate at any time or from time to time to continue participation in the benefit programs.

Section 4. That the Director of Finance is hereby authorized and directed to certify and remit when due to the Ohio Government Benefit Cooperative, all funds to be paid in accordance with the Consortium Agreement, including without limitation all funds necessary to pay for the City of Strongsville's participation in all benefit programs.

Section 5. That the funds necessary for the purposes of this Ordinance have been appropriated and shall be paid from the Health Insurance Reserve Fund.

Section 6. That the Mayor or the Mayor's designee is hereby appointed to be the City of Strongsville's representative on the Board of Directors of the Ohio Government Benefit Cooperative, and is hereby authorized and directed to serve and act as a member of the Board of Directors in accordance with the governing documents and actions of the Ohio Government Benefit Cooperative.

Section 7. That it is found and determined that all formal actions of this Council concerning and relating to the adoption 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 all legal requirements.

Section 8. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to enter into said agreement in order to participate with the consortium in maximizing health benefits, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

Kenneth M. Dooner
 President of Council

Approved: Thomas B. Bauer
 Mayor

Date Passed: November 20, 2017

Date Approved: November 21, 2017

	<u>Yea</u>	<u>Nay</u>
Carbone	<u>✓</u>	_____
Daymut	<u>✓</u>	_____
DeMio	<u>✓</u>	_____
Dooner	<u>✓</u>	_____
Schonhut	<u>✓</u>	_____
Short	<u>✓</u>	_____
Southworth	<u>✓</u>	_____

Attest: Christina Meneal
 Assistant Clerk of Council

ORD. No. 2017-206 Amended: _____
 1st Rdg. 11/20/17 Ref: _____
 2nd Rdg. suspended Ref: _____
 3rd Rdg. suspended Ref: _____

 Pub Hrg. _____ Ref: _____
 Adopted: 11/20/17 Defeated: _____

OHIO GOVERNMENT BENEFIT COOPERATIVE

CONSORTIUM AGREEMENT

WHEREAS, the political subdivisions and groups of political subdivisions set forth on the signature pages hereof desire to join together to maximize benefits and/or reduce costs of medical, prescription drug, vision, dental, life and/or other group insurance coverages for their employees and the eligible dependents and designated beneficiaries of such employees, and propose to have certain other eligible political subdivisions and groups of political subdivisions join them for the same purposes; and

WHEREAS, the political subdivisions and groups of political subdivisions set forth on the signature pages hereof desire to join together for the aforesaid purposes upon the terms and conditions set forth hereinafter;

NOW, THEREFORE, in consideration of the foregoing and the agreements set forth hereinafter, the Consortium Members (hereinafter defined) agree as follows:

Section 1. Definitions. As used in this Agreement, the following words shall have the following meanings:

a. "Agreement" shall mean this Agreement, as the same may be amended, modified or supplemented, in accordance with Section 14 hereof.

b. "Board of Directors" or "Board" shall mean the governing body established pursuant to Section 8 hereof having those powers and duties enumerated in this Agreement.

c. "Consortium" shall mean Ohio Government Benefit Cooperative.

d. "Consortium Costs" shall mean the cost of all medical, prescription drug, vision, dental, life and/or other insurance benefits provided by or through the Consortium and all administrative and other costs of the Consortium approved by the Board of Directors.

e. "Consortium Fund" shall mean the Ohio Government Benefit Cooperative Fund, maintained by the Fiscal Agent as a separate custodial fund in accordance with the laws, regulations and requirements applicable to local governments in Ohio and Section 5 hereof, into which the Fiscal Agent shall place any and all moneys received from the Consortium Members, or any other source, for payment of the Consortium Costs.

f. "Consortium Member" shall mean any political subdivision or group of political subdivisions whose governing body has, pursuant to a resolution adopted by it, caused this Agreement to be executed in its name, provided such political subdivision or group of political subdivisions has not withdrawn from the Consortium pursuant to the provisions of Section 11 hereof. "Consortium Member" also means any additional political subdivision or group of political subdivisions included in the Consortium pursuant to Section 12 hereof, whose

governing body has caused this Agreement to be executed in its name in accordance with Section 12, provided such additional political subdivision or group of political subdivisions has not withdrawn from the Consortium pursuant to the provisions of Section 11 hereof.

g. "Employee" shall mean an employee of each Employer designated as eligible to participate by such Employer in the benefit program(s) in which such Employer is enrolled and on whose behalf all required premiums and other payments are made.

h. "Employer" shall mean any political subdivision that is a Consortium Member or any political subdivision that is a member of a group of political subdivisions that is a Consortium Member.

i. "Fiscal Agent" shall mean the City of North Royalton, Ohio, or the successor thereto appointed pursuant to the provisions of Section 13 hereof.

j. "Plan Administrator" shall mean an organization retained by the Consortium to provide such claims processing and/or administrative services in connection with the benefit programs being offered by or through the Consortium as agreed to by the Board of Directors.

k. "Policy" shall mean a group insurance contract or reinsurance agreement purchased to provide part or all of any benefit, together with any rider, endorsement or amendment made a part of such contract or reinsurance agreement.

l. "State" shall mean the State of Ohio.

Section 2. Name. The name of the group composed of all the Consortium Members shall be the Ohio Government Benefit Cooperative.

Section 3. Purpose. The purpose of the Consortium is to establish and maintain a fund to which the Consortium Members will contribute, to be used to provide and/or purchase medical, prescription drug, vision, dental, life and/or other insurance benefits for Employees and their eligible dependents and designated beneficiaries.

Section 4. Benefits.

a. **Selection by the Board.** The Board shall determine, in its discretion, the insurance benefits to be provided by or through the Consortium, which benefits may vary among the Consortium Members for any type of benefit program. Any of such benefits may be provided, in whole or in part, through one or more Policies. The Board shall determine, in its discretion, which insurance carriers and Policies to utilize to provide benefits pursuant to this Agreement. The Board shall agree with each insurance carrier on all provisions to be contained in each Policy and the requirements for coverage thereunder. The Board may take any action with respect to each benefit program or Policy or the insurance coverage provided thereunder permitted by the insurance carrier, if applicable, or applicable law. The Board shall authorize the Chairperson or the Fiscal Agent to enter into, on behalf of the Consortium, such agreements with

insurance carrier(s) and others as the Board deems necessary or advisable with respect to benefits provided or to be provided pursuant to this Agreement.

b. Enrollment by Employer. Each Employer shall decide which benefit program(s) offered by or through the Consortium shall be extended to its Employees. Unless otherwise agreed by at least two-thirds of the Directors, upon joining the Consortium each Employer will be permitted to maintain, in accordance with this Section, any medical, prescription drug, vision, dental, life or other benefit program provided by such Employer to its Employees and their eligible dependents and designated beneficiaries immediately prior to becoming a Consortium Member. Notwithstanding the foregoing, and except as otherwise may be agreed by at least two-thirds of the Directors, each Employer shall be required to enroll in a medical benefit program (i.e., fully-funded medical coverage or stop loss insurance coverage with third party administration services for self-insured medical coverage) offered by or through the Consortium no later than the first renewal of such Employer's medical benefit program after joining the Consortium. To the extent available in a medical benefit program offered by or through the Consortium, each Employer may determine and specify the level, terms and conditions of individual benefits to be offered to its Employees, their eligible dependents and designated beneficiaries. An Employer shall be enrolled in a benefit program upon completion of the following:

1. Written application by the Employer; and
2. Payment of all required premiums and other amounts approved by the Board of Directors. Enrollment shall be effective on the date or dates specified by the Board and shall continue subject to Sections 11, 13 and 16 of this Agreement. Each Employer shall appropriate all required payments and remit them to the Fiscal Agent on a monthly basis, or as otherwise required in accordance with any benefit program in which such Employer is enrolled.

c. Contributions by Employees. To the extent and in the manner permitted by any applicable agreements, policies, rules, regulations and laws, each Employer may require contributions from its Employees toward the cost of any benefit program being offered by such Employer, and such contributions shall be included in the payments from such Employer to the Fiscal Agent for such benefit program.

d. Employer Duties. Each Employer enrolled in a benefit program shall be responsible for the following:

1. To furnish to the Plan Administrator a list of all Employees and their dependents who are eligible for benefits and such other information as may be required by the Plan Administrator. Such information shall be supplied as of the effective date of such Employer's enrollment. Thereafter, such Employer shall notify the Plan Administrator on a monthly basis, or as otherwise required by the Plan Administrator, of all changes in eligibility, whether by reason of termination, change of classification or otherwise. The format of such information shall be agreed to by the Board and the Plan Administrator. The Plan Administrator shall be entitled to rely on the most recent information received from an Employer in determining eligibility.

2. To collect all contributions, if any, made by such Employer's Employees and to remit all Employer contributions (including contributions collected from Employees) and payments required under the terms of this Agreement and any benefit program in which such Employer is enrolled to the Fiscal Agent on a monthly basis, or as otherwise required in accordance with any benefit program in which such Employer is enrolled. All administrative costs incurred by the Consortium that are not covered by premium and other payments shall be shared among the Consortium Members as approved by the Board, and shall be paid by each Consortium Member upon receipt of notice from the Fiscal Agent that such payment is due.

3. To enroll all Employees in any benefit program, cooperate with the Plan Administrator with regard to proper settlement of claims and transmit any inquiries pertaining to any benefit program to the Plan Administrator.

4. To provide, directly or through the Consortium, to such Employer's Employees all materials and documents, including without limitation enrollment cards, summaries for Employees, reports, applications and notice forms, as may be necessary or appropriate pursuant to the benefit program(s) in which such Employer is enrolled, this Agreement, and other applicable agreements, rules, regulations and laws.

Section 5. Consortium Fund.

a. Nature. The Consortium Fund shall consist of all payments made to the Fiscal Agent in accordance with this Agreement, policy dividends or rate refunds (whether received by the Consortium or left with insurance carriers to accumulate with interest), investments made by the Fiscal Agent and income therefrom, and any other money or property which shall come into the hands of the Consortium in connection with the administration of benefit programs and the Consortium.

The Fiscal Agent shall be the custodian of the Consortium Fund. The Fiscal Agent shall make such investments as it may determine in its discretion, provided that such investments shall be in conformity with investment policies and guidelines established by the Board and this Agreement. In exercising such investment discretion, the Fiscal Agent shall be cognizant of the purposes of the Consortium Fund and shall act with care, skill, prudence and diligence of a prudent person acting in a similar capacity with similar aims. Investments selected by the Fiscal Agent shall be limited to investments permitted under Chapter 135 of the Ohio Revised Code.

b. Use. The Fiscal Agent may use the Consortium Fund for purposes such as but not limited to the following:

1. To pay all expenses which the Board considers necessary in establishing the Consortium and the Consortium Fund and in administering the Consortium and the benefit programs being offered by or through the Consortium, including but not limited to payments to agents, administrators, consultants, attorneys, investment advisors, accountants and insurance carriers.

2. To pay premiums on the Policies issued to the Consortium.

3. To make investments in accordance with this Agreement.

4. To make refunds to Employers.

5. To provide and/or purchase medical insurance, prescription drug insurance, vision insurance, dental insurance, life insurance and/or other insurance benefits to Employees and their eligible dependents and designated beneficiaries, and to set aside funds for such purposes.

Section 6. Administration of the Consortium. The Consortium shall employ the Plan Administrator to provide such claims processing and/or administrative services in connection with the benefit programs being offered by or through the Consortium as agreed to by the Board of Directors. The Board may adopt such rules and regulations for the administration of the Consortium as it deems necessary or appropriate, including without limitation any requirements for eligibility of other political subdivisions or groups of political subdivisions to participate in the Consortium, and may require the Consortium Members to furnish such information to the Consortium, the Fiscal Agent and/or the Plan Administrator as it deems necessary or appropriate.

Section 7. No Claims Against the Consortium. Except as otherwise expressly provided in this Agreement, no Employer, Employee or person claiming benefits by or through an Employee shall have any claim against the Consortium or any property of the Consortium. The rights and interests of Employees and persons claiming by or through Employees shall be limited to the receipt of benefits offered by or through the Consortium in accordance with this Agreement. The Consortium shall purchase or otherwise provide for the benefit of itself, the Directors and/or the Fiscal Agent such liability insurance with such limits of coverage as approved by the Board of Directors.

Section 8. Board of Directors. The Board of Directors shall be the governing body of the Consortium.

a. Membership. The governing body of each Consortium Member (including the Fiscal Agent) shall appoint its chief executive officer or such chief executive officer's designee to be its representative on the Board of Directors.

b. Meetings. Pursuant to Ohio Revised Code Section 121.22(F), the Board of Directors shall, by rule, establish a reasonable method whereby any person may determine the time, place and purpose(s) of its meetings. All meetings of the Board of Directors shall be open to the public, subject to the exception of Ohio Revised Code Section 121.22(G) for executive sessions. The Board of Directors may, but need not, adopt other rules.

The Board of Directors shall hold an annual organization meeting at such place and on such date and time as determined by the Board for the purpose of electing officers and transacting any other business. Regular meetings of the Board of Directors shall be held at such times and places as determined by the Board.

Special meetings of the Board of Directors may be called at any time by the Chairperson of the Board of Directors, or by a majority of the Board of Directors then in office acting at a meeting or without a meeting in writing. Special meetings may be held at such time and place as specified in the notice thereof. Notice of the time, place and purpose(s) of each special meeting shall be served upon or telephoned to each Director at least twenty-four hours, or shall be mailed to each Director at his or her address as shown on the books of the Consortium at least forty-eight hours, prior to the time of such meeting. Notice shall be deemed to have been waived by the Directors attending such meeting, and may be waived in writing by any Director either before or after such meeting.

c. Resolutions. A majority of all members of the Board of Directors shall constitute a quorum to transact business, but if at any meeting of the Board there shall be less than a quorum present, a majority of those Directors present may adjourn the meeting. Each member of the Board of Directors (including the Chairperson, Vice-Chairperson and Recording Secretary) shall have one vote. All official actions of the Board of Directors shall be taken by resolution entered on its records. Except as otherwise expressly provided in this Agreement, the affirmative vote of at least a majority of all members of the Board of Directors shall be required for the enactment of every resolution. All resolutions shall be effective immediately upon enactment, subject to any authorizations or certifications required by applicable laws or regulations to be made by the Fiscal Agent.

d. Action in Writing Without a Meeting. Except as otherwise expressly provided in this Agreement, by instrument in writing signed by all Directors then in office, the Board of Directors may take action on any subject without a meeting.

e. Powers and Duties of Board of Directors.

(i) All of the authority of the Consortium shall be exercised by or under the direction of the Board of Directors.

(ii) The Board of Directors shall select and approve all benefit programs to be offered by or through the Consortium and all Policies and other contracts to be accepted or entered into by the Consortium. The Board of Directors shall set or determine all premiums and other amounts to be paid by the Consortium Members except as such authority is delegated to the Finance Committee in accordance with this Agreement, and the Board of Directors also shall have the authority to waive premiums and other payments.

(iii) The Board of Directors may appoint one or more Advisory Committees to assist the Board of Directors in considering any matter relating to the Consortium and its benefit programs hereunder. The members of an Advisory Committee shall be appointed by and shall serve at the pleasure of the Board of Directors, who shall also establish the terms of such members, the initial meeting thereof, the frequency of such meetings and such other administrative matters as the Board of Directors deems necessary. Each Advisory Committee shall perform the duties directed by the Board of Directors and each Advisory Committee shall make recommendations to the Board of Directors concerning any matter referred to it by the Board of Directors.

(iv) At any meeting, the Board of Directors may consider recommendations or proposals concerning any matter relating to the Consortium and its benefit programs hereunder.

(v) The Directors shall not be liable for any action taken or omitted in good faith or for any action taken or omitted by any individual, firm, corporation or other organization selected with reasonable care.

f. Executive Committee.

(i) There shall be an Executive Committee of the Board of Directors. The Executive Committee shall consist of three members of the Board of Directors: the Chairperson and two other Directors. Two members of the Board of Directors (other than the Chairperson) shall be eligible to serve on the Executive Committee, on a rotating basis, in accordance with the alphabetical order of the names of the Consortium Members that they represent (excluding the Consortium Member represented by the person serving as the Chairperson), beginning with the name that is first in order. Each member of the Executive Committee (other than the Chairperson) shall serve a term of two years, except that the initial term of the member representing the Consortium Member whose name is first in order shall be one year so that terms will be staggered between the rotating members.

(ii) Meetings of the Executive Committee shall be called by the Chairperson, who must give notice of each meeting to all other members of the Executive Committee. Meetings of the Executive Committee may be held in person or by telephone. A majority of the Executive Committee members shall constitute a quorum for the authorization or taking of any action, and the affirmative vote of a majority of the Executive Committee members present at a meeting at which a quorum is present shall be necessary for the authorization or taking of any action by the Executive Committee. Any action that may be authorized or taken at a meeting of the Executive Committee may be authorized or taken without a meeting with the affirmative approval in writing of all members of the Executive Committee, subject to applicable law.

(iii) The Executive Committee shall have the full powers of the Board of Directors to manage and conduct the affairs of the Consortium between meetings of the Board of Directors. Notwithstanding the foregoing, the Executive Committee's powers shall be limited to such actions as the Executive Committee deems necessary in order for the actions to be timely, and the Executive Committee is expressly prohibited from authorizing or taking any of the following actions:

- Amendment of this Agreement
- Termination of the Consortium
- Admission of new Consortium Members to the Consortium
- Selection or approval of benefit programs to be offered by or through the Consortium
- Approval of any insurance contract or other contract to be entered into by the Consortium
- Setting or waiving premiums or other amounts to be paid by Consortium Members

- Removal or appointment of the Fiscal Agent

(iv) The Executive Committee is specifically authorized and directed to review and decide all appeals and challenges by Employees, their eligible dependents and designated beneficiaries of adverse determinations by the Plan Administrator of care or coverage under benefit programs offered by or through the Consortium. The Executive Committee shall have the discretion to determine eligibility for care, coverage or benefits and to interpret the terms of benefit programs offered by or through the Consortium. Each Consortium Member must refer all such appeals and challenges presented to it to the Executive Committee for review and decision.

(v) The Executive Committee shall report all of its actions to the Board of Directors at the Board's next meeting. The Board of Directors may ratify any action authorized or taken by the Executive Committee, or, by at least a two-thirds vote of the Directors present at a meeting at which a quorum is present, may rescind and overrule such action.

(vi) The Board of Directors may by resolution provide for such other committees of Directors as the Board deems desirable, and discontinue the same at the Board's pleasure.

g. Finance Committee.

(i) There shall be a Finance Committee. The Finance Committee shall consist of five members: the Chairperson and four other members appointed by the Board of Directors. At least three of the five members of the Finance Committee must be Directors. Each member of the Finance Committee shall serve at the pleasure of the Board of Directors, and until his or her resignation, death, or removal by the Board. Any vacancy on the Finance Committee shall be filled by the Board.

(ii) Meetings of the Finance Committee shall be called by the Chairperson, who must give notice of each meeting to all other members of the Finance Committee. Meetings of the Finance Committee may be held in person or by telephone. A majority of the Finance Committee members shall constitute a quorum for the authorization or taking of any action, and the affirmative vote of a majority of the Finance Committee members present at a meeting at which a quorum is present shall be necessary for the authorization or taking of any action by the Finance Committee. Any action that may be authorized or taken at a meeting of the Finance Committee may be authorized or taken without a meeting with the affirmative approval in writing of all members of the Finance Committee, subject to applicable law.

(iii) The Finance Committee shall review financial matters related to the operation of the Consortium and make recommendations to the Board of Directors as the Finance Committee deems necessary or appropriate. The Finance Committee shall also review and determine, based on information from the Plan Administrator and/or the Consortium's consultants or advisors, premiums for Consortium Members that request premium concessions. The Finance Committee shall have such other authority as approved by the Board of Directors.

Section 9. Officers. The officers of the Board of Directors shall consist of a Chairperson, Vice-Chairperson and Recording Secretary, who shall be elected at the annual organization meeting of the Board of Directors. At each annual meeting, the Board of Directors shall, by majority vote of all members, elect from its membership a Chairperson, Vice-Chairperson, and Recording Secretary, each to serve until the next annual meeting at which officers of the Board of Directors are to be elected pursuant hereto. The Finance Director or other chief fiscal officer of the Fiscal Agent, who shall be a non-voting ex-officio member of the Board of Directors unless such Finance Director or other chief fiscal officer is otherwise a Director, shall serve as the Treasurer of the Board of Directors and the Consortium. The Treasurer shall receive and disburse all funds, prepare all necessary fiscal reports for the Board of Directors and the Consortium, and undertake all other financial transactions necessary to the work of the Consortium in accordance with this Agreement and as otherwise authorized by the Board of Directors. The Chairperson (and in the Chairperson's absence the Vice-Chairperson) shall preside at meetings of the Board of Directors. The Chairperson shall also carry out day-to-day administrative duties necessary to the work of the Consortium and as otherwise authorized by the Board of Directors, subject at all times to the authority of the Board in accordance with this Agreement. The Recording Secretary shall keep a record of the proceedings of the Board of Directors, including a journal of all minutes of all meetings of the Board of Directors. The Recording Secretary shall also be the officer responsible for keeping and certifying all official documents, resolutions and actions of the Board of Directors and shall, after any meeting, distribute a copy of the minutes of that meeting to each member of the Board of Directors. If for any reason the offices of the Chairperson and Vice-Chairperson are vacant, the chief executive officer of the Fiscal Agent or his or her designee shall preside as temporary Chairperson until a Chairperson is elected. If for any reason the office of Recording Secretary is vacant, the Chairperson shall designate a member of the Board of Directors to serve as temporary Recording Secretary until a Recording Secretary is elected.

Section 10. Fiscal Agent. The Fiscal Agent shall be the Consortium Member responsible for administering the financial transactions of the Consortium. The Fiscal Agent shall also carry out the responsibilities set forth in Section 5 of this Agreement, enter into contracts on behalf of the Consortium as authorized by the Board and carry out such other responsibilities as approved by the Board and agreed to by the Fiscal Agent. The Fiscal Agent shall be reimbursed for such costs incurred by it in carrying out its responsibilities under this Agreement as may be approved by the Board of Directors. The Fiscal Agent may be compensated for its services under this Agreement as authorized by the Board of Directors.

The Finance Director or other chief fiscal officer of the Fiscal Agent shall maintain the Consortium Fund as a custodial fund and separate and apart from all other funds of the Fiscal Agent. The Consortium Fund shall be subject to the laws of the State concerning the investment and management of public funds, particularly Chapter 135 of the Ohio Revised Code, and shall be the responsibility of the Fiscal Agent. Subject to the foregoing, the Fiscal Agent shall not be liable for any losses incurred by the Consortium Fund through the investment of funds. The Finance Director or other chief fiscal officer of the Fiscal Agent shall obtain and keep in force, at the Consortium's expense, a fiduciary bond in an amount determined by the Board of Directors with a surety company approved by the Board, or, in lieu of a separate fiduciary bond, a crime policy approved by the Board.

To the fullest extent permitted by law, except as otherwise expressly provided in this Agreement, the Consortium Members (jointly but not severally) and the Consortium shall hold the Fiscal Agent harmless from any liabilities, obligations, claims, damages, penalties, causes of action, costs or expenses, including reasonable fees and expenses of counsel, incurred by the Fiscal Agent or claimed against the Fiscal Agent relating to the activities of the Consortium. All damages, penalties, costs, expenses and amounts, including attorneys' fees and costs and expenses, to be paid by the Consortium and/or the Consortium Members in settlement or satisfaction of any such liabilities, obligations, claims or causes of action shall be shared by all Consortium Members as approved by the Board of Directors. The Consortium Members and the Consortium release the Fiscal Agent from any liability for, and agree that the Fiscal Agent shall not be liable for, the actions or inactions of the Board of Directors, the Consortium Members or the Consortium. The Fiscal Agent shall not be liable for any action taken or omitted in good faith or for any action taken or omitted by any individual, firm, corporation or other organization selected with reasonable care.

Section 11. Withdrawal of a Consortium Member. Any Consortium Member, except the Fiscal Agent, wishing to withdraw from participation in the Consortium or any benefit program shall notify the Fiscal Agent at least thirty (30) days prior to the effective date of the withdrawal. Any decision to withdraw from the Consortium must be made by duly adopted resolution of the governing body of the Consortium Member. Failure by any Consortium Member, including the Fiscal Agent, to appropriate and remit when due all premium payments for the benefit program(s) in which such Consortium Member is enrolled and all other payments required by this Agreement shall be deemed a withdrawal by such Consortium Member pursuant to this Section from such benefit program(s), and if such Consortium Member is no longer participating in any benefit program, from the Consortium.

Upon withdrawal by notice of any self-insured Consortium Member (i.e., a Consortium Member holding and responsible for its own reserve), including the Fiscal Agent pursuant to Section 13 hereof, or upon automatic withdrawal for non-payment by any self-insured Consortium Member, including the Fiscal Agent, such self-insured Consortium Member shall be solely responsible for the payment of all of its benefit claims run-out, and the Consortium shall have no responsibility for such claims run-out. Upon any withdrawal by any fully-funded Consortium Member pursuant to this Agreement, the Consortium shall be solely responsible for all benefit claims run-out for such fully-funded Consortium Member, and such fully-funded Consortium Member shall have no responsibility for its claims run-out. The insurance coverage of such Consortium Member's Employees and their eligible dependents and designated beneficiaries shall cease pursuant to the terms of the benefit program(s) or Policy or Policies applicable to such Consortium Member. The effective date of any Consortium Member's withdrawal from any benefit program shall be the date that coverage of such Consortium Member's Employees and their eligible dependents and designated beneficiaries ceases to be effective under the terms of the applicable benefit program(s) or Policy or Policies.

Except as otherwise approved by the Board of Directors, upon any withdrawal from the Consortium or any benefit program no Consortium Member shall be entitled to the return or refund of any premiums or other amounts paid, directly or indirectly, by such Consortium Member to the Consortium.

Section 12. Inclusion of Additional Consortium Members. The governing body of any political subdivision or group of political subdivisions organized under the laws of the State may apply to the Board of Directors for inclusion in the Consortium. Such application shall be submitted in writing, accompanied by a duly adopted resolution of such governing body requesting inclusion of the applicant in the Consortium and designating the date on which the applicant wishes its membership to be effective. At any meeting of the Board of Directors held in accordance with Section 8 of this Agreement, the Board shall act by duly adopted resolution. The applicant shall be included in the Consortium and deemed a Consortium Member hereunder if such inclusion is approved by the affirmative vote of at least two-thirds of the members of the Board of Directors, the applicant executes this Agreement, the applicant appropriates and remits to the Fiscal Agent any required initial premiums, charges and other amounts, and the applicant satisfies any other requirements approved by the Board of Directors.

Section 13. Resignation of Fiscal Agent; Successor Fiscal Agent. The Fiscal Agent may resign as the Fiscal Agent of the Consortium and/or withdraw from the Consortium or any benefit program at any time by giving written notice of the date of such resignation and/or withdrawal to each Consortium Member and to the Chairperson of the Board of Directors at least ninety (90) days prior to the date of resignation and/or withdrawal. The Fiscal Agent may be removed as the Fiscal Agent of the Consortium at any time by the Board of Directors by a majority vote. Upon any resignation or removal of the Fiscal Agent, the Board of Directors, by a majority vote, shall appoint a successor Fiscal Agent from among the Consortium Members. The costs resulting from a change of Fiscal Agent, including but not limited to any bonding or crime policy fees, shall be deemed costs of the Consortium. In the event that the Fiscal Agent serves notice of its resignation or withdrawal or is removed and no successor thereto is appointed by the Board of Directors prior to the effective date of such resignation or withdrawal or at the time of removal, then this Agreement and the Consortium shall be automatically terminated as of the effective date of the Fiscal Agent's resignation, withdrawal or removal.

Section 14. Amendments. This Agreement may be modified, amended or supplemented in any respect upon approval of such modification, amendment or supplement by the governing bodies of at least two-thirds of the Consortium Members, and such amendment, modification or supplement shall thereupon become binding upon all Consortium Members. Notwithstanding the foregoing, this Agreement may be amended by the Board of Directors, by the affirmative vote of at least two-thirds of the members thereof, without the approval of the Consortium Members if such amendment is solely for the purpose of clarification and does not change the substance hereof. This Agreement may be further amended by the Board of Directors, by the affirmative vote of at least two-thirds of the members thereof, without the approval of the Consortium Members if such amendment is, in the opinion of counsel for the Consortium, necessary or appropriate to satisfy requirements of applicable laws or regulations.

Section 15. Assignability. No interest of a Consortium Member herein shall be assigned unless such assignment is authorized by law and consented to by the governing bodies of all Consortium Members.

Section 16. Term of this Agreement. It is the express intention of the Consortium Members that this Agreement and the Consortium shall continue for an indefinite term, but may be terminated as herein provided.

In the event the Fiscal Agent resigns, withdraws or is removed and no successor thereto has been appointed by the Board of Directors, this Agreement and the Consortium shall terminate in accordance with Section 13 hereof. In the event that two-thirds of the governing bodies of the Consortium Members, by duly adopted resolutions, determine that this Agreement and the Consortium shall be terminated, then this Agreement and the Consortium shall terminate upon the date agreed upon by such governing bodies, as provided in those resolutions. The governing body of each Consortium Member shall promptly forward a certified copy of such resolution to the Chairperson of the Board of Directors.

Upon termination of this Agreement and the Consortium, the Fiscal Agent shall pay all obligations of the Consortium and charge them to the Consortium Fund. The Fiscal Agent shall next apply any remaining balance of the Consortium Fund to provide benefits, whether through insurance or otherwise, for Employees and their eligible dependents and designated beneficiaries, in such manner as the Board determines will best carry out the purposes for which the Consortium was formed, including but not limited to distribution to the Consortium Members.

Section 17. Effectiveness and Counterparts of this Agreement. This Agreement shall be effective as of January 1, 2018 upon execution by the chief executive officer of each Consortium Member, as authorized pursuant to the resolution adopted by the governing body of such Consortium Member. This Agreement may be signed in separate counterparts on behalf of any one, or more than one, of the Consortium Members, without necessity for any one counterpart to be signed on behalf of all Consortium Members, and said separately signed counterparts shall be filed with the Fiscal Agent and shall together constitute one Agreement.

Section 18. Notices. Any notice to a Consortium Member required to be in writing shall be deemed given if left at the office of the chief executive officer of such Consortium Member or deposited in the United States mail, postage prepaid, by first class mail addressed to such chief executive officer.

Section 19. Governing Law. This Agreement and the Consortium shall be governed by and construed in accordance with the laws of the State, and it is the intention of the Consortium Members that this Agreement and the Consortium shall comply with Section 9.833 of the Ohio Revised Code and such other laws as authorize a Consortium arrangement of the type provided for under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as set forth on the attached signature pages.

OHIO GOVERNMENT BENEFIT COOPERATIVE

CONSORTIUM AGREEMENT

SIGNATURE PAGE

The undersigned has caused this Agreement to be signed on its behalf by its duly authorized representative pursuant to a duly adopted authorizing resolution, on the date indicated below his or her signature.

CITY OF STRONGSVILLE, OHIO

By: Thomas P. Perciak

Title: Thomas P. Perciak, Mayor

Date: Nov. 21, 2017