

**MEMORANDUM OF UNDERSTANDING  
CCAO, CORSA AND CEBCO  
CREATION OF THE BOARDS COORDINATING COUNCIL  
AND  
EMPLOYEE OPERATIONAL CONTROL PROVISIONS**

This Memorandum of Understanding (the "MOU") is made among the County Employee Benefit Consortium of Ohio, Inc. ("CEBCO"), an Ohio corporation not for profit, County Risk Sharing Authority ("CORSA"), an Ohio corporation not for profit and the County Commissioners Association of Ohio ("CCAO"), an Ohio corporation not for profit.

**I. RECITALS.**

1.1 CCAO is an organization which provides various services to Ohio counties. CORSA and CEBCO are organizations formed by CCAO to deliver certain services to those Ohio counties that wish to avail themselves of those services.

1.2 CORSA and CEBCO, have no employees. CCAO is the legal employer of record with the State of Ohio for all entities and organizations that are a party to this agreement. The services provided by CEBCO and CORSA are delivered by individuals employed by and paid by CCAO. Likewise, non-personal service items, such as office supplies, motor vehicles and similar business support functions and matters, are supplied through CCAO.

1.3 CCAO, CORSA and CEBCO now wish to make clear their respective rights and obligations with respect to provision of day to day executive control of employees, services and apportionment of costs and expenses among the parties.

**II. BOARDS COORDINATING COUNCIL.**

2.1 CCAO, CORSA and CEBCO hereby establish through this MOU the creation of the Boards Coordinating Council ("BCC"). The BCC shall meet to review and set CCAO employee pay bands at a minimum of every three years, set Sponsorship fee contribution levels as needed, approve any major changes in or for the building and/or grounds, including the Building budget. The BCC is also charged to work out issues and differences between the parties that may, from time to time, arise and come up in the due course of business.

2.2 The BCC will be comprised of the following eight individuals:

1. The current CCAO Board President, who shall serve as the President of the BCC;
2. The current CCAO Board First Vice President; and
3. The immediate past CCAO Board President.
4. The current President of the Board of Directors of CEBCO; and
5. The current Vice President of the Board of Directors of CEBCO.
6. The current President of the Board of Directors of CORSA; and
7. The current Vice President of the Board of Directors of CORSA.
8. The CCAO Executive Director, who shall be a non-voting member.

2.3 Building Capital Projects. The CCAO Managing Director of Operations shall be responsible for managing the maintenance of the Building. The CCAO Managing Director of Operations or CCAO Executive Director shall inform the BCC of any proposed material capital project/enhancement or change to the Building costing \$100,000.00 or more. The building project/enhancement or change shall require approval by the BCC to move forward.

2.4 Building Budget Changes. Any material changes proposed to the building budget, or any changes that would result in the use of substantial reserves of \$75,000.00 or the levy of a special assessment to CCAO, CEBCO and CORSA, as equity owners of the building, shall require approval by the BCC.

### **III. QUORUM, MEETINGS AND MINUTES.**

3.1 At all meetings of the BCC, a majority of the members of the BCC shall constitute a quorum (five members) as long as at least one member is present from CORSA and CEBCO, and two voting members are present from CCAO. The acts of the majority of the members present at the meeting, at which a quorum is present, shall be the acts of the BCC. If at any meeting of the members less than a quorum is present, those present may discuss any issue but may not vote on any motion or resolution until a quorum is established. A member may not be counted as a voting member if not at a regular meeting in person.

3.2 If there is no immediate past CCAO Board President that can serve, the current CCAO Board president shall pick either another past CCAO Board president, or the current CCAO Second Vice President.

3.3 Regular meetings of the BCC shall be called by the BCC President or the Executive Director of CCAO, or upon the written or emailed request of at least four other members of the BCC. Notice of any regular meeting of the BCC so called shall be given to each member in writing, by email or by telephone at least seven (7) calendar days prior to the day named for such meeting.

3.4 Emergency meetings of the BCC shall be called by the BCC President, the Executive Director of CCAO, or the CCAO Managing Director of Operations as necessary, upon the determination that the BCC must take action on a matter in a shorter time frame than is required for a regular meeting of the BCC. Notice of any emergency meeting of the BCC shall be given to each member in writing, by email or by telephone at least one (1) day prior to the day named for such emergency meeting. The BCC President, Executive Director of CCAO and CCAO Managing Director of Operations, as applicable, may make the determination to hold such emergency meeting via conference call.

3.5 No BCC member will be compensated for their services. Members of the BCC may be reimbursed by CCAO, CEBCO or CORSA, as appropriate.

3.6 The CCAO Executive Director in consultation with the BCC President shall designate either the CCAO Managing Director of Operations, CCAO Office Manager or other BCC Board member who will cause to be maintained minutes of the meeting. Due to the sensitive nature of the topics discussed by the BCC, such minutes and attachments are deemed confidential and shall not be generally available to the members of CCAO, CEBCO or CORSA.

### **IV. SPONSORSHIP FEE OBLIGATIONS OF CORSA AND CEBCO.**

4.1 CORSA and CEBCO will contribute their sponsorship fees to CCAO as follows:

- (a) CORSA will pay to CCAO a sponsorship fee in an amount set by the BCC for each voting member of CORSA per year.
- (b) CEBCO will pay to CCAO a sponsorship fee in an amount set by the BCC for each voting member of CEBCO per year.
- (c) CORSA and CEBCO will each pay a CCAO program support fee as determined by the BCC per year.

CCAO will be the employer of staff sufficient to deliver, in an efficient and effective manner, the services for which CCAO, CORSA and, CEBCO are responsible.

4.2 Annually, during the end of year CCAO budget process, Managing Directors of CORSA and CEBCO will confer with the CCAO Executive Director regarding their Division staff's positions and pay. To ensure the correct balance of allocation between all entities, Managing Directors will review staff position time with the Executive Director no less than every three years so the amounts charged back for each entity for time and supplies stays accurate.

4.3 CCAO will provide bookkeeping and administrative services for all entities a party to this MOU. The cost allocation of staff for such services will be proportional to the assigned staff time worked out by the Executive Director and Managing Directors.

## **V. CORSA AND CEBCO MANAGING DIRECTOR HIRING AND FIRING.**

5.1 Appointment of the Managing Directors. Both the CEBCO Board of Directors, CORSA Board of Directors and the Executive Director of the County Commissioners' Association of Ohio ("CCAO") will jointly and together identify and consider candidates for their respective Managing Directors. Upon identifying a mutually agreeable candidate, the respective Board shall either formally pass a resolution approving the appointment to be made, or informally approve the candidate choice to the CCAO Executive Director. The Executive Director, who in consultation with and advice of the respective Board, shall propose, make and negotiate an offer for hire. The CCAO Executive Director shall make all employment offers, appoint the CEBCO and CORSA Managing Directors, who at all times will be a CCAO employee.

5.2 Compensation of the Managing Directors. The Compensation of the CEBCO and CORSA Managing Directors shall be fixed by the CCAO Executive Director in consultation with and advice of the respective CEBCO or CORSA Board in accordance with the pay bands set by the Boards Coordinating Council. If an agreement between the CCAO Executive Director and the respective Board cannot be reached on Managing Director for compensation within the set pay band, the issue shall elevate to the BCC for consideration and possible resolution.

5.3 Removal of Managing Directors. Both the CEBCO and CORSA Managing Director may be removed by the CCAO Executive Director after consultation and advice of the respective Board. The CEBCO or CORSA Boards may either formally pass a resolution approving the removal, or informally approve the removal to the CCAO Executive Director who shall then terminate the respective Managing Director. If the Board and the CCAO Executive Director do not agree, or if there is immediate action needed that would not lend itself to wait, the CCAO Executive Director, without the necessity of approval by the CEBCO or CORSA Board of Directors may terminate the Managing Director whenever, in his or her judgment, the best interests of CEBCO, CORSA and CCAO jointly and as a whole will be served thereby.

5.4 The parties recognize that all employees are CCAO employees, but the CEBCO and CORSA Managing Directors shall perform and supervise all the tasks required in the day-to-day operations of their Divisions. Oversight of risk pool policy issues of CEBCO and CORSA will remain the function of the respective Boards. The Managing Directors of both CORSA and CEBCO report to the CCAO Executive Director.

5.5 Checks, Drafts, Etc. All checks, drafts or other orders for payment of money; all notes, bonds or other evidences of indebtedness issued in the name of CEBCO or CORSA shall be signed by such corresponding Board officers, or CCAO employees, including but not limited to the CCAO Executive Director and CCAO Managing Director of Operations, and in such manner as shall from time to time be determined by resolution of the CEBCO and CORSA Boards. In the absence of such determination by the CEBCO or CORSA Board, such instruments shall be signed by a CEBCO or CORSA officer and countersigned by any other corresponding officer of CEBCO and CORSA or the CCAO Executive Director or CCAO Managing Director of Operations. Managing Directors are not deemed officers of any organization.

## **VI. CORSA AND CEBCO DISCIPLINE MATTERS.**

6.1 The parties to this MOU agree that for minor and mid-level employment rule infractions of the CCAO Employee Handbook by CCAO's CORSA and CEBCO Division staff, the Managing Director of the Division (CEBCO or CORSA); A corresponding CEBCO or CORSA Manager; a corresponding CEBCO or CORSA Supervisor; CCAO Managing Director of Operations and the CCAO Executive Director shall be able to take corrective action. Such corrective action shall be handled at the lowest level possible.

6.2 The parties to this MOU agree that for major employment rule infractions that could include a paid or unpaid suspension or termination, the CCAO Executive Director and CCAO Managing Director of Operations shall have primary authority to take action. A good faith effort to either consult with or notify the Managing Director of CORSA or CEBCO shall be made before disciplinary action is finalized and carried out.

6.3 The parties agree, that in an emergency situation, any CCAO, CEBCO or CORSA Executive Director, Managing Director, Manager and or Supervisor may remove an employee from the building or otherwise remove them from a negative employment situation to be sorted out later by the chain of leadership and management.

**VII. TERM AND TERMINATION.**

7.1 The term of this MOU shall commence as of September 13, 2019 and shall continue until terminated. Any party shall have the right to terminate this MOU, for any cause or for no cause, upon thirty (30) days' written notice to the other parties.


IN WITNESS WHEREOF, CCAO, CORSA and CEBCO have executed this MOU as of the date first written in section 7.1 above.

**COUNTY EMPLOYEE BENEFIT CONSORTIUM OF OHIO, INC.  
(CEBCO)**

Signature: \_\_\_\_\_ 

Printed Name: JAY BEGG

**COUNTY RISK SHARING AUTHORITY, INC. (CORSA)**

Signature: \_\_\_\_\_ 

Printed Name: DANIEL C DEAN

**COUNTY COMMISSIONERS' ASSOCIATION OF OHIO (CCAO)**

Signature: \_\_\_\_\_ 

Printed Name: Julie L Ehemann