

RESOLUTION APPROVING PARTICIPATION AGREEMENT WITH THE COUNTY RISK SHARING AUTHORITY, INC. (COSRA) UNDER THE COUNTY COMMISSIONERS ASSOCIATION OF OHIO

WHEREAS, The County Risk Sharing Authority (COSRA) is a self-insurance pool for Ohio county government created under Chapter 2744 of the Ohio Revised Code; and

WHEREAS, this agreement is made pursuant to the authority granted pursuant to H.B. 875 of the 116th General Assembly, as codified in Sections 307.441, 2744.08, 2744.081 and 3955.05 of the Ohio Revised Code; and

WHEREAS, Ashtabula County has been a member of COSRA since 1987, and as a member, COSRA provides property and liability coverage for Ashtabula County, including automobile liability coverage; and

WHEREAS, the participation agreement being further outlined as follows:

Provider: County Risk Sharing Authority, Inc., 209 East State St., Columbus, OH 43215-4309

Service: The purposes of the County Risk Sharing Authority, Inc. (COSRA) are to provide a joint self-insurance pool and to assist members to prevent and reduce losses and injuries to Member property and persons and property which might result in claims being made against members of COSRA, or their employees or officers.

Effective Date: 3 year participation agreement beginning May 1, 2021, terminating April 30, 2024

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the agreement as outlined above is approved in accordance with a copy now on file in this office.

ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE

Resolution No. 2021-158

April 20, 2021

**RESOLUTION APPROVING PARTICIPATION AGREEMENT WITH THE COUNTY
RISK SHARING AUTHORITY, INC. (COSRA) UNDER THE COUNTY
COMMISSIONERS ASSOCIATION OF OHIO**

Upon the motion of J.P. Ducro IV, seconded by Kathryn L. Whittington.

VOTE:

Kathryn L. Whittington	Aye
J.P. Ducro IV	Aye
Casey R. Kozlowski	Aye

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.

Lisa Hawkins

Lisa Hawkins, Clerk of the Board
Board of County Commissioners
Ashtabula County, Ohio

2021 PARTICIPATION AGREEMENT

This Participation Agreement (the "Agreement") is made between the County Risk Sharing Authority, Inc. ("CORSA"), an Ohio corporation not for profit and the Ashtabula County Board of Commissioners (the "Member"), a political subdivision of the State of Ohio, effective as of the first day of May, 2021 but actually executed on the _____ day of _____, 2021.

I. RECITALS

a. The purposes of CORSA are to provide a joint self-insurance pool and to assist members, including the Member, to prevent and reduce losses and injuries to Member property, and persons and property which might result in claims being made against members of CORSA, including the Member, or their employees or officers.

b. The Member wishes to avail itself of the advantages offered by CORSA to its members. Therefore, it is the intent of the Member to join with other members of CORSA, which will continue to administer a joint self-insurance pool and use funds contributed by the members to defend and indemnify, in accordance with CORSA's Articles of Incorporation, Code of Regulations, policies and procedures, and coverage documents, any member of CORSA against stated liability or loss, to the limits as outlined in the coverage documents of CORSA. It is also the intent of the Member, as a member of CORSA, to have CORSA provide continuing stability and availability of needed coverages at reasonable costs.

c. This Agreement is made pursuant to the authority granted pursuant to H.B. 875 of the 116th General Assembly, as codified in Sections 307.441, 2744.08, 2744.081 and 3955.05 of the Ohio Revised Code. The coverage provided by CORSA is not considered and does not constitute insurance under any Ohio law.

II. DEFINITIONS

As used in this Agreement, the following terms shall have the meaning assigned to them as follows:

"Administration Costs" shall mean all costs of administering CORSA's program.

"Anniversary Date" shall mean the 1st day of May of each year.

"County Home Excess Liability Fund" shall mean the fund established by CORSA to provide for the payment of general liability and professional liability losses at county homes.

"Deductible" shall mean that portion of each loss to be paid directly by the Member, or paid by CORSA and reimbursed by the Member.

"Excess Insurance" shall mean commercial insurance or reinsurance purchased by CORSA to provide all or part of the coverages shown on Exhibit A hereto.

"Insurance Costs" shall mean the Member's share, as established from time to time by CORSA, of the costs of Excess Insurance, and other insurance (if any), purchased to provide all or part of the property and liability coverages shown on Exhibit A hereto.

"Loss Fund" shall mean the total of each Member's Primary Loss Fund, Secondary Loss Fund, and County Home Excess Liability Fund.

"Primary Loss Fund" shall mean the fund established by CORSA to provide for the payment of the first level of losses in excess of the Deductible.

"Primary Loss Fund Contribution" shall mean the Member's share, as established from time to time by CORSA, of the costs of funding a primary loss fund which is a component of the joint self-insurance pool.

"Program Year" shall mean that period commencing on the Anniversary Date and each twelve-month period thereafter until the Termination Date.

"Secondary Loss Fund" shall mean the fund established by CORSA to provide for the payment of the second level of losses in excess of the Deductible.

"Secondary Loss Fund Contribution" shall mean the Member's share, as established from time to time by CORSA, of the costs of funding a secondary loss fund which is a component of the joint self-insurance pool.

"Termination Date" shall mean April 30, 2024.

III. THE MEMBER'S OBLIGATIONS

Subject to the provisions of this Agreement regarding withdrawal and expulsion, the Member agrees to become a member of CORSA and to remain such for the term of this Agreement, and to perform the duties and obligations listed below.

The Member further agrees:

a. To pay promptly all annual and supplementary contributions or other contributions and deductibles to CORSA as more fully set forth in Article VI hereof, at such times and in such amount as shall be established by the CORSA Board of Directors. Any delinquent payment shall be paid with interest which shall be equivalent to the prime interest rate on the date of delinquency at the bank which maintains CORSA's administrative funds. Payment will be considered delinquent 30 days following the due date.

b. To designate a voting representative and alternate in accordance with CORSA's Code of Regulations.

c. To allow CORSA and its agents, officers and employees reasonable access to all facilities of the Member and all Member records, including but not limited to financial records, as required for the administration of CORSA.

d. To allow attorneys designated by CORSA to represent the Member in the investigation, settlement and litigation of any claim made against the member within the scope of the coverage agreement furnished by CORSA.

e. To cooperate fully with CORSA's attorneys, claims adjustors and any other agent, employee or officer of CORSA in activities relating to the purposes and powers of CORSA.

f. To follow the loss reduction and prevention programs and procedures established by CORSA.

g. To comply with the CORSA Policy Statement on Local Agency Representation, as the same is in effect from time to time.

h. To report to CORSA as promptly as possible all incidents or occurrences which could reasonably be expected to result in CORSA being required to consider a claim against the Member, its agents, officers or employees or for casualty losses to Member property within the scope of coverages undertaken by CORSA.

i. To report to CORSA as soon as reasonably possible the addition of new programs and facilities or the significant reduction or expansion of existing programs and facilities or other acts which will cause material changes in the member's exposure to accidental loss.

j. To provide CORSA annually, or more frequently if requested, with information either requested by CORSA's Excess Insurance providers or necessary to establish program costs.

k. To participate in coverage of losses and to pay contributions as established and in the manner set forth by the CORSA Board of Directors.

IV. CORSA'S OBLIGATIONS

Subject to the provisions of this Agreement regarding the Member's withdrawal or expulsion, CORSA agrees to accept the Member as a member for the term of this Agreement, and to perform the duties and obligations set forth below.

CORSA further agrees:

a. To carry out educational and other programs relating to risk management.

b. To provide the coverages shown on Exhibit A, by creating, collecting funds for, and administering loss funds; by purchasing Excess Insurance; by making provision by other appropriate means of funding such coverages; or by employing any combination of the above methods.

c. To establish reasonable and necessary loss reduction and prevention programs, policies, and procedures to be followed by the members.

d. To provide risk management and claim adjustment or to contract for such services, including the defense and settlement of such claims.

e. To have an actuarial study which determines reserve adequacy, with a report being issued that is signed by a fellow of the Casualty Actuarial Society, done on an annual basis.

f. To have an annual audit of CORSA's financial records done by a qualified independent certified public accountant.

g. To carry out such other activities as are necessarily implied or required to carry out CORSA's purposes or the specific powers enumerated herein.

V. PROGRAM DESCRIPTION

For the term of this Agreement, CORSA intends to provide the coverages shown on Exhibit A by establishing, purchasing and maintaining:

- a. a Primary Loss Fund
- b. a Secondary Loss Fund
- c. a County Home Excess Liability Fund (if applicable)
- d. Excess Insurance

The amounts necessary to fund the Primary Loss Fund, the Secondary Loss Fund, and the County Home Excess Liability Fund (if applicable) will be established annually by the CORSA Board of Directors, with the input of its insurance and actuarial advisors. The CORSA Board of Directors also intends to purchase Excess Insurance to provide a portion of the coverages shown on Exhibit A.

Notwithstanding the above, the Board may modify the program structure from time to time, as to any or all members, if it determines, in its discretion, that a modification is in the best interests of the program and the members. However, any such modification will not result in a decrease in the coverages listed in Exhibit A hereto and provided to the members, unless such coverages are no longer legally available or are no longer available at a reasonable cost.

VI. MEMBER'S CONTRIBUTIONS

The Member's share of the cost of funding, operating and maintaining the joint self-insurance pool shall consist of all the following:

- a. its Deductible for each loss;
- b. its annual Primary Loss Fund Contribution;
- c. its annual Secondary Loss Fund Contribution;
- d. its annual County Home Excess Liability Fund contribution (if applicable);
- e. its annual Insurance Costs; and
- f. its annual Administration Costs.

The Member understands that the cost components set forth in items a. through f., above, represent the methods chosen as of the date of this Agreement to cover the risks specified therein, and that, during the term of this Agreement, any or all of such methods may change (for example, an insurance policy may be replaced by a debt issuance). However, it is intended that the risks presently covered shall continue to be covered, whichever method is chosen, unless such coverage is no longer legally available or is no longer available at a reasonable cost.

The Member further understands that its share of the cost has been computed by CORSA's insurance and actuarial advisors based on various factors, and that its share may change in the future if relevant factors change. However, any changes in the Member's share shall not be computed or applied in a manner without an economic basis.

VII. LOSS FUND EQUITY

Subject to the provisions of Article X regarding the dissolution of CORSA, the Member's share of any Member equity in any expiring Program Year's Loss Fund will become an asset of CORSA, to be used and applied for the purposes of the program established by this Agreement as the Board directs.

The Board may from time to time make a determination as to the amount (if any) of Loss Fund equity which may be released to the Member. As to any Loss Fund equity so released, the Board may either distribute such amount in cash to the Member or apply such amount as a credit against the Member's obligations under this Agreement. The decision to make any such distribution, the form of any such distribution (e.g. cash distribution or credit against the cost of the program), and the method of determining the Member's share of any such distribution will be in the sole discretion of the Board.

VIII. TERM OF AGREEMENT: WITHDRAWAL BY MEMBER

Subject to the provisions of this Article, this Agreement shall become effective as of the 1st day of May, 2021 and shall terminate as of the Termination Date.

The Member, at its option, may terminate this Agreement and withdraw from the joint self-insurance pool on any Anniversary Date, by delivering written notice of withdrawal to CORSA at least 120 days prior to such Anniversary Date, provided that upon withdrawal, all unpaid contributions of the Member required by Article VI of this Agreement, through the year expiring on the day preceding the Anniversary Date of withdrawal, shall immediately become due and payable.

If the Member withdraws prior to the Termination Date, it shall nevertheless remain liable for, and within 30 days of its receipt of an invoice from CORSA shall pay, all of its remaining Primary and Secondary Loss Fund Contributions through the Termination Date. Such Primary and Secondary Loss Fund Contributions for any remaining Program Years until the Termination Date are deemed to be in the same amount as the Member's Primary and Secondary Loss Fund Contributions for the year of the Member's withdrawal.

If the Member withdraws from CORSA, the Member's portion of any Loss Fund equity shall remain with and become the sole property of CORSA.

IX. EXPULSION

a. By a two-thirds (2/3) vote of the CORSA Board of Directors, the Member may be expelled. Such expulsion, which shall take effect sixty (60) days after such vote, may be carried out for one or more of the following reasons, to the extent such reasons are consistent with then-current Ohio statutes or regulations:

- (i) Failure to make any payment due to CORSA.
- (ii) Failure to undertake or continue loss reduction and prevention procedures adopted by CORSA.
- (iii) Failure to allow CORSA reasonable access to all facilities and records of the Member necessary for proper administration of CORSA.
- (iv) Failure to fully cooperate with CORSA's attorneys, claims adjusters or other agent, employee or officer of CORSA.
- (v) Failure to carry out any obligation of the Member which impairs the ability of CORSA to carry out its purpose or powers.
- (vi) Any other reason permitted by Ohio statute or regulation.

b. The Member may not be expelled except after notice from the Board of the alleged failure along with the reasonable opportunity of not less than thirty (30) days to cure the alleged failure. The Member may request a hearing before the Board before any final decision; such hearing shall be held within fifteen (15) days after the expiration of the time to cure has passed. The Board shall provide all members with written notice of the hearing date at least seven (7) days prior to the hearing date. At the hearing, the Member affected may present its case. A decision by the Board of Directors to expel the Member after notice and hearing and failure to cure the alleged defect shall be final and shall take effect sixty (60) days after the decision to expel is approved by the Board. After expulsion, the Member shall be liable for any unpaid contributions, including Primary and Secondary Loss Fund Contributions, or other charges pro rata to the effective date of expulsion, and shall not be entitled to reimbursement of contributions that are to be paid or that shall become payable in the future. The Member's portion of any Loss Fund equity shall remain with CORSA.

X. DISSOLUTION

Upon the final dissolution of CORSA any funds which remain, unencumbered, after all claims and all other CORSA obligations have been paid shall be distributed only to the entities which are members of CORSA immediately prior to its dissolution. If the Member is a

member of CORSA immediately prior to its dissolution, the Member's share of such remaining funds shall be determined by multiplying a fraction, the numerator of which is the total sum of Loss Fund Contributions paid by the Member pursuant to this Participation Agreement and the denominator of which is the total sum of Loss Fund Contributions paid by all entities which are members of CORSA immediately prior to its dissolution, times the amount of remaining funds.

XI. NO IMPLIED RIGHT TO CONTINUE AS MEMBER.

Nothing in this Agreement shall be construed to grant to the Member any right to continue as a Member of CORSA after the earliest of the Member's withdrawal pursuant to Article VIII of this Agreement, its expulsion pursuant to Article IX of this Agreement, or the Termination Date. CORSA reserves the right to decline to quote coverage to the Member for any subsequent term of this Agreement.

XII. NON-WAIVER OF GOVERNMENTAL OR OTHER IMMUNITY

All funds contained within the joint self-insurance pool plus earned interest are funds derived from its members which are counties, joint correctional facilities, or public authorities within the State of Ohio. It is the intent of the Member that, by entering into this Agreement, it does not waive and is not waiving any immunity provided to the Member or its employees by any law.

XIII. ANTI-DISCRIMINATION PROVISION

Per section 125.111(A) of the Ohio Revised Code, CORSA warrants and agrees to the following:

a. In the hiring of employees for the performance of work under this Participation Agreement or any subcontract hereunder, neither CORSA or any subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Ohio Revised Code, national origin, or ancestry, shall discriminate against any citizen of the State of Ohio in the employment of a person qualified and available to perform the work to which such contract relates; and

b. None of CORSA, any subcontractor, or person acting on behalf of any such organization, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability, or military status as defined in section 4112.01 of the Ohio Revised Code, national origin, or ancestry.

XIV. MISCELLANEOUS

a. **Notices.** All notices, approvals, consents, requests and other communications hereunder shall be in writing and shall be deemed to have been given when delivered or mailed by first class mail or electronic mail, addressed as follows:

If to the Member:

Ashtabula County Board of Commissioners
25 W Jefferson St.
Jefferson OH 44047

If to CORSA:

County Risk Sharing Authority, Inc.
209 E. State St.
Columbus OH 43215
Email: sbarbosky@ccao.org

The Member and CORSA may, by notice given hereunder, designate any further or different addresses to which subsequent notices, approvals, consents, requests or other communications shall be sent or persons to whose attention the same shall be directed, but no such communication shall thereby be required to be sent to more than two addresses.

b. **Amendments, Changes and Modifications.** This Agreement may not be amended, changed, modified, altered or terminated except by an instrument in writing signed by the Member and CORSA.

c. **Severability.** In the event that any article, provision, clause or other part of this Agreement should be held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability with respect to other articles, provisions or clauses.

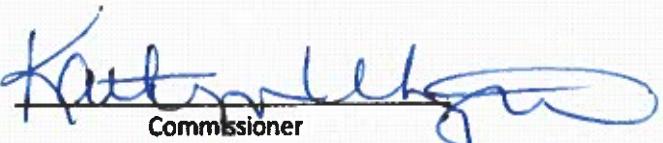
d. **Governing Law.** This Agreement shall be deemed to be a contract made under the laws of the State of Ohio and for all purposes shall be governed by and construed in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the Member and CORSA have executed this Agreement as of the date first above written.

COUNTY RISK SHARING AUTHORITY, INC.

By:

COUNTY OF ASHTABULA



Commissioner



Commissioner



Commissioner

APPROVED AS TO FORM

Prosecuting Attorney

EXHIBIT A

SUMMARY OF COVERAGES

Please refer to binders, Memorandum of Coverage, cover notes, and Coverage Agreement on file for specific limits, terms, conditions, and exclusions.

I. LIABILITY

- A. General Liability
- B. Law Enforcement Liability
- C. Automobile Liability
- D. Errors and Omissions Liability
- E. Ohio Stop Gap Employer's Liability
- F. Employee Benefits Liability
- G. Attorney Disciplinary Proceedings
- H. Declaratory, Injunctive, or Equitable Relief Defense Costs

II. PRIVACY OR SECURITY LIABILITY

- A. Third Party Liability
- B. Privacy Response Expenses
- C. Regulatory Proceedings and Penalties
- D. PCI-DSS Assessments
- E. Electronic Equipment, Electronic Data and Network Interruption Costs
- F. Cyber Extortion Coverage

III. PROPERTY

- A. Direct Physical Loss or Damage
- B. Collapse
- C. Equipment Breakdown
- D. Additional Coverages

IV. TIME ELEMENT

V. CRIME

- A. Employee Dishonesty
- B. Loss Inside Premises
- C. Loss Outside Premises
- D. Money Orders and Counterfeit Paper Currency
- E. Depositors Forgery
- F. Fund Transfer Fraud
- G. Computer Fraud
- H. Social Engineering Fraud
- I. Dog Warden Blanket Bond

Signature Page

Agreement Title: Agreement with Corsa.

Approved as to Legal Form Only:

By:



Colleen M. O'Toole,
Ashtabula County Prosecutor

Contact: Lisa Hawkins, Clerk

Dated: April 15, 2021