

RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc. Form No. 30045

Resolution No. _____ Passed _____, 20____

CITY OF BELPRE
RESOLUTION NO. 20 (2014-15)

A RESOLUTION AUTHORIZING THE SAFETY-SERVICE
DIRECTOR TO EXECUTE AN INTERGOVERNMENTAL
CONTRACT FOR THE ADMINISTRATION OF THE
PUBLIC ENTITIES POOL

WHEREAS, the City of Belpre can save appreciable funds for insurance coverage by participating in the Public Entities Pool of Ohio, and

WHEREAS, the City has complied with the requirements of Section 2744.081(A)(2) that public disclosure of all terms and conditions involved in the City's participation in said fund at a City Council meeting not less than one week prior to the meeting at which this Contract was presented for authorization by Council,

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF BELPRE, OHIO, THAT:

SECTION I

The Safety-Service Director is hereby authorized to execute an Intergovernmental Contract for the Administration of the Public Entities Pool, and Proxy Statement, copies of which are hereto attached.

SECTION II

This Resolution is hereby declared to be an emergency measure deemed necessary for the immediate preservation of the public health, safety and welfare of the City, and for the further reason that participation in this insurance pool will save money for the citizens of Belpre. Wherefore, this Resolution will take effect and be in full force from and immediately after its passage by Council and signing by the Mayor.

PASSED: July 27, 2015 _____

ATTEST: [Signature] _____ **PRESIDENT OF COUNCIL**

PRESENTED TO MAYOR: 7/27/15 [Signature] _____

APPROVED BY MAYOR: 7/27/15 _____ **MAYOR**

Copy of Contract on file.

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Passed _____, 20____

CLERK'S CERTIFICATION OF PUBLICATION

The undersigned Clerk of the Council of the City of Belpre, Ohio, does hereby certify that on July 27, 2015, this Resolution was published by posting a copy of the same at the five public places designated by the City Council in Ordinance No. 18 (2006-07).

7/27/2015
Date

Suzanne G. Abdille Proctor
CLERK

PROXY STATEMENT

Be it known, that the undersigned representative of the Governmental Subdivision (hereinafter referred to as "Member") hereby nominates and appoints the following individual and alternate to represent the "Member" with the PUBLIC ENTITIES POOL OF OHIO (hereinafter referred to as "Pool"). The individual and alternate shall act as liaison between the "Member" and the "Pool" for the purposes of relating risk reduction and loss control information, and any other information or instructions concerning the obligations of the "Member" imposed by signing of the Intergovernmental Contract and the rules and regulations established thereunder, to the same extent and with like effect as the undersigned could do if personally present and the undersigned does hereby ratify and confirm and adopt all action done or taken by the individual or alternate.

Individual: D. E. Ferguson
Title: Safety Service Director

Alternate: Michael R. Perry
Title: MAYOR

In witness whereof, this Proxy was executed on the 10th day of JUNE, 2015, by the undersigned duly authorized officers of the Governmental subdivision indicated below:

Governmental Subdivision: City of Beavre
By: D. E. Ferguson
Title: Safety Service Director.

By: _____

Its Clerk

**INTERGOVERNMENTAL CONTRACT
FOR THE ADMINISTRATION OF THE
PUBLIC ENTITIES POOL OF OHIO**

Whereas, City of Belpre is an existing or new Member of the Public Entities Pool of Ohio;
and

Whereas, the Revised Code of the State of Ohio authorizes political subdivisions to contract for the purpose of entering into a joint self-insurance pool; and

Whereas, certain Ohio political subdivisions have entered into a Contract and formed a joint self-insurance pool known as the Public Entities Pool of Ohio; and

Whereas, the Board desires on the twentieth anniversary of the Public Entities Pool of Ohio to update and modernize the Intergovernmental Contract by making several improvements and changes to the Contract; and

Now, therefore, all new and existing Members agree to abide by the terms and conditions of this Contract; and

In consideration of the mutual covenants of all signatories to the Intergovernmental Contract of the Public Entities Pool of Ohio, it is agreed as follows:

ARTICLE I - NAME

The joint self-insurance pool created by this Contract shall be known as the Public Entities Pool of Ohio and may be referred to as the "Pool."

The signatories hereto together with future signatories establish a joint self-insurance pool for the purpose of effectuating this Contract. The Pool shall have a perpetual duration and shall continue until terminated pursuant to the terms and conditions of this Contract.

ARTICLE II - PURPOSE

The purposes of this Contract are to enter into an Intergovernmental Contract to form a joint self-insurance pool, provide for joint and cooperative pooling of financial and administrative resources, provide risk management services and risk sharing facilities to the Members, and defend and protect, in accordance with this Contract, any Member of the Pool against liability as outlined in the Appendix.

The Pool shall not be considered an insurance company. The Pool's activities and operations do not constitute doing an insurance business.

This Contract shall constitute a contract among those Governmental Entities that are currently members or that at any time enter into this Contract and become Members of the Pool.

The liability of each Member is limited to the amount of financial contributions required to be made to the Pool pursuant to this Contract.

This Contract shall not inure to the benefit of third parties nor does any party hereto waive such sovereign or governmental immunity as may be available to it individually. Furthermore, nothing contained herein shall be construed so as to create responsibility in one Member for the liabilities of any other Members.

In no event shall a Member be responsible, jointly or severally, for the liabilities of any other Member.

ARTICLE IV - MEMBERSHIP

Membership of the Pool shall consist of Governmental Entities which have entered into this Contract or a counterpart, by and through a representative duly authorized to execute this Contract. Members agree to the admission of future Members and acknowledge that they shall have no right to object to the addition of new Members provided the new Members are admitted in accordance with the terms hereof. This Contract shall continue in force for Members unless the provisions for withdrawal or termination are applied.

Each Member shall appoint a representative and an alternate to represent the Member with the Pool. That representative shall act as liaison between the Member and the Pool. The representative shall communicate risk reduction and loss control information, and any other information or instructions concerning the obligations of the Member imposed by this Contract and the rules and regulations established hereunder. Representatives or alternates shall vote on behalf of Members.

The obligations of Members of the Pool shall be the following:

1. To report promptly to the Pool any incident which could result in a claim being made by or against the Member within the Scope of Coverage;
2. To cooperate with the Board and/or the Administrator in establishing loss control procedures required by the Board and/or the Administrator;
3. To provide to the Pool such information as needed for rating purposes, including, but not limited to, an audit prepared by the Member's staff, a certified public accountant, or by the Auditor of the State of Ohio of all revenues and expenditures by the Member for any Member's fiscal year for which figures are requested by the Administrator and/or the Pool;
4. To provide access to all applicable records, of any type, and to all properties of the Member upon request of the Administrator and/or Pool;
5. To cooperate with the Pool's attorneys, claims adjustors, the Administrator and any employee, officer, or subcontractor relating to the work of the Pool;
6. To allow attorneys and others employed by the Pool to represent the Member in investigation, settlement, and all levels of litigation arising out of any claim made against the Member within the Scope of Coverage furnished by the Pool; and
7. To pay when due all annual contributions or other contributions, due or required, to the Budgetary Fund or Cumulative Reserve Fund pursuant to this Contract.

ARTICLE V - BOARD OF DIRECTORS

~~1. Composition of the Board of Directors. The Board of Directors shall consist of no fewer than seven (7) members. The number of Board positions shall be determined from time to time by majority vote of the Board of Directors. The number of Permanent Board Positions shall always be less than the number of elected Board positions.~~

2. **Qualifications of Members of the Board.** Members of the Board shall be either:

- a. Elected or appointed officials of Pool Members, or
- b. Representatives of Pool Members.

3. **Eligibility and Vacancies.** Should the number of members of the Board become less than the number authorized by the Board, or required by this Contract, due to disqualification, death, incompetence, resignation, or other cause, the remaining members of the Board may appoint a person or persons to fill the remaining term(s) of such vacancy or vacancies. Any member of the Board may resign by sending notice of resignation to the Administrator or to the Chair.

4. **Term of Members of the Board.** Board members shall be elected to three (3) year terms in accordance with an Election Policy established by the Board, and as amended from time to time. Such terms shall be organized so that approximately one-third (1/3) of the Board members shall be elected each year. Board members shall serve until their successors have been elected. Members and Directors may nominate candidates according to the Election

12. Providing surety and fidelity bonds for Members of the Board and all other persons charged with the custody or investment of Pool monies.

ARTICLE VII - ADMINISTRATOR

The Board may delegate to the Administrator such of its powers and duties as the Board shall deem advisable. All signatories hereto ratify and endorse the Administrative Agreement between the Pool and the Administrator. The undersigned further acknowledges that in the event the Administrative Agreement has been executed prior to its execution of this Intergovernmental Contract, the undersigned ratifies and adopts the Administrative Agreement.

The Board shall receive, at least annually, a report from the Administrator. The nature and details of the report shall be established by the Board and shall be in addition to any reports that the Administrator shall be required to file with any regulatory authority having jurisdiction over the Pool.

ARTICLE VIII - LIABILITY OF THE BOARD OF DIRECTORS AND ADMINISTRATOR

The Board of Directors and the Administrator, its directors, officers, and employees shall not be liable for any act of negligence, mistake of judgment or any other action made, taken or omitted by them in good faith, including any loss incurred through investment of funds or failure to invest the same, unless the act or omission is the result of a willful act done in bad faith.

No covenant or agreement contained herein shall be deemed to be the covenant or agreement of any individual Member of the Board or the Administrator nor any of their employees, and no such persons shall be subject to any personal liability or accountability by reason of the acceptance of a position or the undertaking of the performance of any of the responsibilities, obligations, or duties contemplated in the carrying out of this Contract.

ARTICLE IX - INDEMNIFICATION

The Pool's funds may be used to indemnify, defend, and hold harmless any member of the Board, the Administrator, its directors, officers, employees, and subcontractors ("indemnified parties") for any act or omission taken or omitted in good faith by the indemnified parties relating to or arising out of the conduct of Pool business. The indemnity, defense and hold harmless provisions of this Contract shall be joint and several with all signatories to this Contract; provided, however, this obligation shall be considered an expense of the Pool and in no event shall any individual signatory be liable for more than its pro rata contractual obligation herein.

The Administrator may purchase insurance providing coverage for any indemnified party.

ARTICLE X - ESTABLISHMENT OF BUDGETARY FUND

1. The Board shall establish a Budgetary Fund which shall consist of Annual Budgetary Contributions in amounts deemed sufficient to produce annually a sum of money necessary to fund the administrative expenses and reinsurance expenses of the Pool, to pay current year claims and claims expenses, and to fund any deficiencies in the Cumulative Reserve Fund, including any deficiencies resulting from the Pool's obligation to satisfy the requirements of any regulatory authority.

2. Thirty (30) days prior to the Pool's fiscal year end, or at such other time as directed by the Board, the Administrator shall prepare an estimate of the expenses of the Pool for the succeeding fiscal year. Such estimate shall then be allocated, after approval by the Board of Directors, on a pro rata basis to the Members as their Annual Budgetary Contribution which shall be due on the Member's Casualty Risk Sharing Certificate anniversary date. Each Member's pro rata share of the Annual Budgetary Contribution shall be the proportion that said Member's Basis Rate bears to the total of all Members' Basis Rates.

3. In the event that the sum of the administrative expenses and reinsurance expenses together with the current year claims payments and claims expense payments for any Pool fiscal year are less than the funds available in the Budgetary Fund, such surplus in the Budgetary Fund shall be applied toward the Annual Budgetary Contributions of the Members for subsequent years.

the occurrence out of which such claim arose. This provision shall apply solely to claims for occurrences during the cancelled Member's participation, as evidenced by the Member's Risk Sharing Certificate. The cancelled Member shall have the right, prior to the actual date of cancellation, to withdraw from the Pool by giving notice of such withdrawal. Electing to so withdraw, the Member shall be subject to the provisions of paragraph one (1) of this Article. Failing to elect to give notice of withdrawal, the cancelled Member forfeits all rights to a refund of those Cumulative Reserve Fund contributions made to the Pool by said cancelled Member.

3. Any Member failing to make payments when due shall be terminated from the Pool effective on the date the payment was due and upon that effective date of termination, all coverage and benefits hereunder shall cease. All claims and claims expenses thereafter shall become the sole responsibility of the terminated Member without regard to whether a claim occurred or was reported prior to the termination of the Member's participation in the Pool. At the request of the terminated Member, the Pool will continue to service all claims which have been reported to the Pool during the terminated Member's period of participation so long as the terminated Member shall promptly reimburse the Pool for all claims expenses incurred. Payment of all claims so serviced by the Pool for a terminated Member shall be the sole responsibility of the terminated Member and the Pool shall incur no liability for payment of claims by virtue of servicing claims under the terms of this paragraph. The terminated Member shall also forfeit all rights to any return of contributions including its vested interest in the Cumulative Reserve Fund. The Pool shall apply any or all of the terminated Member's forfeited funds towards said Member's Annual Budgetary Contribution due for the one (1) year period following termination. If the Member shall subsequently submit its payment, the Administrator may, in its discretion, reinstate such membership. All such terminations and reinstatements shall be reported to the Board.

ARTICLE XIII - SCOPE OF RISK SHARING PROTECTION

1. The Pool provides risk sharing protection to each Member and will make or secure payment on behalf of each Member under criteria and procedures to be established for the payment of claims as provided in the Member's Risk Sharing Certificate. A Member may, with approval of the Administrator, add additional parties to the Risk Sharing Certificate.

2. The Pool may obtain excess insurance or reinsurance, or join in excess risk sharing pools.

3. In the event that a claim or series of claims exceeds the amount of risk sharing protection provided by the Member's Risk Sharing Certificate, or in the event that a claim or series of claims should exhaust the Budgetary Fund, the Cumulative Reserve Fund, and any reinsurance, then payment of said claim or series of claims shall be the sole and separate obligation of the individual Member or Members against whom the claim or series of claims were made.

4. A Member may purchase, in its sole discretion, insurance coverage in addition to those coverages provided by the Pool.

5. The Board may make changes in the Scope of Coverage, the amount of risk sharing protection provided, or risk sharing retention by the Pool, upon consideration of the needs and requirements of Members, loss experience, or the kind and amounts of reinsurance or other excess coverage available. When the Board takes such action, notice shall be provided to all Members on the next anniversary of their participation in the Pool by means of an updated Appendix reflecting the changes made.

ARTICLE XIV - TERMINATION

The Pool shall terminate its existence at such time as two-thirds (2/3) of the Members vote for such termination. After a vote to terminate, the Board shall commence the orderly liquidation of the Pool's business and shall complete the same as promptly as possible. During such period of liquidation, the Pool shall continue to pay claims and losses incurred within the Scope of Coverage and pursuant to the Risk Sharing Certificate until all funds of the Pool are exhausted. After payment of all claims and losses, any remaining funds held by the Pool shall be paid to all those participants who were Members of the Pool at the time of the vote of termination, on a pro rata basis approved by the Board.

No Member shall be responsible for any claim, claims, judgment, or judgments against any other Member or Members except to the extent of the assets of the Cumulative Reserve Fund and the Budgetary Fund. However, if upon termination of the Pool, the remaining assets of the Pool are insufficient to satisfy indebtedness of the Pool (excluding claims or judgments against the Members), such deficiency shall be made up by the Members of the Pool by a fair and reasonable method established by the Board.

ARTICLE XVI - AGENT AND OFFICE

The agent of the Pool for service of notice shall be the Public Entities Pool of Ohio, attention General Counsel. The office of the Pool shall be 29200 Northwestern Highway, Suite 300, Southfield, Michigan, 48034.

ARTICLE XVII - ADMINISTRATOR

Wherever the term Administrator is used in this Contract, that term shall refer to American Risk Pooling Consultants, Inc., its successors and assigns, or such other entity as may be designated from time to time by the Board. Wherever the term Administration Agreement is used in this Contract, that term shall refer to the Administration Agreement which the Board is authorized to enter into with Administrator, which Administration Agreement is incorporated herein by reference. By execution of this Intergovernmental Contract, the undersigned hereby ratifies, adopts, and approves the Administrator and the Administration Agreement and authorizes the Administrator to perform its duties and exercise its power hereunder.

ARTICLE XVIII - NOTICE

All notices required to be given under this Contract shall be in writing and shall be sent certified mail return receipt requested with postage prepaid or as otherwise provided herein. Notices by a Member to the Pool shall be sent to the address in Article XVI to the attention of the Administrator. Notices to a Member shall be sent to the representative of the Member at the Member's last known address.

In the event that any party to this Contract desires to change its address, notice of change of address shall be sent to the other party in accordance with the terms and provisions of this Article.

ARTICLE XIX - EXECUTION

1. **New Members - Presentation at Meeting of Political Subdivision.** The undersigned, by executing this Contract on behalf of the undersigned political subdivision, represents that this Contract (and the disclosure statement appended hereto) has been presented at a meeting of the political subdivision not less than one week prior to the meeting at which the undersigned political subdivision authorized the execution of this Contract. Attached hereto and incorporated herein by reference is the public disclosure statement.

2. **Authority to Execute.** The individual executing this Contract on behalf of a new or existing Member represents and certifies that he or she has the requisite authority and has complied with all rules, regulations, and laws required by the State or political subdivision in order to execute this Contract.

The parties acknowledge and agree that facsimile signatures and the signature of the Administrator on behalf of the Public Entities Pool of Ohio shall be legal and binding.

In witness whereof, this Contract was executed on the 10th day of June, 2015, by the undersigned duly authorized representative of the Governmental Entity indicated below.

GOVERNMENTAL ENTITY: City of Beaufre
By: D. E. Ferguson
TITLE: Safety Service Director

ACCEPTED FOR THE PUBLIC ENTITIES POOL OF OHIO
By: [Signature]
ADMINISTRATOR ON BEHALF OF ALL OTHER CURRENT AND FUTURE SIGNATORIES

PROPERTY COVERAGE AMENDMENT

This Amendment is made to the Intergovernmental Contract for the Administration of the Public Entities Pool of Ohio (Contract).

Whereas, the Contract established a joint self-insurance pool known as the Public Entities Pool of Ohio (Pool); and

Whereas, the Pool may provide Property, Vehicle Physical Damage, Inland Marine, Fidelity, and other similar coverage (Property Risk) commonly provided to a Governmental Entity; and

Whereas, the parties to the Contract acknowledge the Pool will include such Property Risk and desire to extend the Contract in certain limited respects to make the Contract apply to Property Risk;

Now therefore, the following modifications and extensions are made to the Contract and shall apply when the coverage being provided by the Pool is for Property Risk. This Amendment and the following modifications and changes are applicable only to coverage for Property Risk provided by the Pool:

1. The following definitions apply to this Property Coverage Amendment. All of the terms used in this Amendment shall have the meanings and definitions assigned or given to them in the Contract unless a separate definition is indicated or stated in this Amendment:

Annual Property Contribution	Annual Property Contribution shall mean those contributions made by Members, on an annual basis and amended from time to time, which are applicable to coverage for Property Risk.
Property Basis Rate	Property Basis Rate shall mean one hundred percent (100%) of a Member's Annual Property Contributions.
Property Contribution	Property Contribution shall mean the contribution made for Property Risk.
Property Coverage	Property Coverage shall mean the coverage afforded a Member for Property Risk, pursuant to the Member's Property Risk Sharing Certificate and subsequent amendments or endorsements thereto.
Property Fund	Property Fund shall mean the sum of the Members' Property Contributions, supplemented by investment income, if any, and reduced from time to time by losses and operating expenses.
Property Risk	Property Risk shall mean Property, Vehicle Physical Damage, Inland Marine, Crime, and other similar coverage commonly provided to a Governmental Entity.
Property Risk Sharing Certificate	Property Risk Sharing Certificate shall mean the document provided to a Member evidencing scope, nature and limits of Property Coverage participation in the Pool.

2. Establishment of Annual Property Contribution:

- (A) An Annual Property Contribution shall be established consisting of amounts deemed sufficient to annually produce the sum of money reasonably necessary to fund the general and administrative expenses, reinsurance expenses, any contingencies, and losses and loss expenses for Property Risks.
- (B) The Administrator shall advise each Member of its Annual Property Contribution, which shall be due annually or as stated in the Member's Property Risk Sharing Certificate.

The individual executing this Contract on behalf of a new or existing Member represents and certifies that he or she has the requisite authority and has complied with all rules, regulations, and laws required by the State or political subdivision in order to execute this Contract.

The parties acknowledge and agree that facsimile signatures and the signature of the Administrator on behalf of the Public Entities Pool of Ohio shall be legal and binding.

In witness whereof, this Contract was executed on the 10th day of June, 2015, by the undersigned duly authorized representative of the Governmental Entity indicated below.

GOVERNMENTAL ENTITY: City of Beavre
By: [Signature]
TITLE: Safety Service Director

ACCEPTED FOR THE PUBLIC ENTITIES POOL OF OHIO
By: [Signature]
ADMINISTRATOR ON BEHALF OF ALL OTHER CURRENT
AND FUTURE SIGNATORIES