

THE COOPERATIVE COUNCIL OF GOVERNMENTS, INC.

**AMENDED & RESTATED CODE OF REGULATIONS
EFFECTIVE JANUARY 25, 2023**

ARTICLE I

General

Section 1.1: **Name.** The name of this regional council of governments will be The Cooperative Council of Governments, Inc. (“**CCOG**”).

Section 1.2: **Creation.** CCOG is established as a regional council of governments under Chapter 167 of the Ohio Revised Code, as amended from time-to-time, and is a nonprofit corporation under Chapter 1702 of the Ohio Revised Code, as amended from time-to-time.

Section 1.3: **Purpose.** The purpose of CCOG is to develop and promote opportunities for public sector entities and organizations exempt from Federal income tax under §501(c)(3) of the Internal Revenue Code of 1986, as amended (the “**IRS Code**”) to improve their operations, reduce their costs, and increase their efficiencies to augment their capacity to better serve their constituents and customers. Further, CCOG is not organized for profit and will be operated for the exclusive purpose of engaging in charitable, educational, religious, and scientific activities within the meaning of §501(c)(3) of the IRS Code of 1986, as amended (or the corresponding provisions of any future United States Internal Revenue law), including for these purposes: the exercise of essential governmental functions within the meaning of IRS Code §115(1) (or the corresponding provisions of any future United States Internal Revenue law), the operation of a regional council of governments within the meaning of Chapter 167 of the Ohio Revised Code, lessening the burdens of its government members by (a) developing and implementing certain sound business practices and processes as shared services to be made available to its members, (b) developing and operating as a collective purchasing and service organization to enable its members to obtain competitive terms from vendors and service providers by utilizing the combined purchasing power of all of its members, and (c) serving as a lead agency for and contract holder of Equalis Group, a public sector group purchasing organization and doing all things lawful, compliant, and necessary or appropriate to accomplish its purpose.

Section 1.4: **Authority.** CCOG will have such powers, expressed and implied, as are now or may hereafter be granted by **Chapter 167** of the Ohio Revised Code and this Code of Regulations, each as amended.

Section 1.5: **Offices.** The principal office of CCOG is located at 6001 Cochran Road, Suite 333, Cleveland, OH 44139 or any other place as the Board of Directors may from time to time appoint or as the activities of CCOG may require.

ARTICLE II

Membership

Section 2.1: **Voting Members.**

(a) **Membership Agreement.** Any political subdivision, nonprofit organization, or for-profit company approved by the Board of Directors by majority vote may become a voting member (a “**Voting Member**”) of CCOG by entering into a CCOG membership agreement (the “**Voting Membership Agreement**”), as amended from time-to-time, established and approved by the Board of Directors, as defined in **Section 3.1 (a)**.

(b) **Maximum Number of Voting Members.** Up to five (5) entities may be Voting Members at any time. Increasing the number of entities that may be Voting Members beyond the limit of five (5) will require a unanimous vote of the Board of Directors then in office.

Section 2.2: Affiliate Members.

(a) **Public Sector Entities.** To the extent that the laws of a particular state, region, territory, and/or country permit, any public sector entity may become an affiliate member (an “**Affiliate Member**”) of CCOG by entering into a CCOG affiliate membership agreement (the “**Affiliate Membership Agreement**”), as amended from time-to-time, established and approved by the CCOG Board of Directors. The CCOG Master Interlocal Agreement and the Equalis Group Master Intergovernmental Purchasing Agreement are approved Affiliate Membership Agreements as defined herein. “**Public Sector Entities**” include, but are not limited to, political subdivisions, municipal corporations, counties, townships, villages, school districts, special districts, public institutions of higher education or training, units of government, state/regional/territorial agencies, state/regional/territorial governments, federal/national agencies, and federal/national governments, and other entities receiving financial support from tax monies and/or public funds.

(b) **Other Entities.** Any organization that is exempt from Federal income tax under §501(c)(3) of the IRS Code, and any other entity if permitted under the Code and other applicable law, may become an Affiliate Member of CCOG by entering into an Affiliate Membership Agreement, as amended from time-to-time, established and approved by the CCOG Board of Directors.

Section 2.3: Termination of Membership.

(a) **Voting Members.** An entity that qualifies as a Voting Member may have such membership revoked for any of the following reasons:

i. A material breach of this Code of Regulations or the Membership Agreement. As used in this Code of Regulations, a “**Material Breach**” is defined as the significant or incurable failure in the performance of a Voting Member’s duty(ies), obligation(s), and/or responsibility(ies) under this Code of Regulations or the Membership Agreement, or in the performance of a function or service that is fundamental to, necessary to, or important to the purpose of this Code of Regulations or the Membership Agreement, in that the failure to perform, carry out, assist in, or facilitate the performance of that Voting Member’s duty(ies), obligation(s), and/or responsibility(ies) defeats the essential purpose of this Code of Regulations or Membership Agreement or makes it either impossible or significantly difficult for other Voting Members to perform their duty(ies), obligation(s), and/or responsibility(ies) under this Code of Regulations or the Membership Agreement;

ii. By a two-thirds (2/3) vote of the Directors then in office, with or without cause;

iii. The repeated failure to perform, carry out, and/or facilitate their duty(ies), obligation(s), and/or responsibility(ies) under this Code of Regulations or the Membership Agreement, after being informed of such failure(s), in writing, by the Board of Directors, being provided an opportunity to respond to such notice of failure(s), within a reasonable period of time established and set by the Board of Directors, and being provided a reasonable period of time, established and set by the Board of Directors, to cure such failure(s). For purposes of this sub-section, a “**repeated failure**” will be equal to three or more instances of such conduct;

iv. For violation of any federal, state, and/or local law, rule, regulations, ordinance, or statute pertaining to and/or applicable to acts of moral turpitude or criminal conduct, including, but not limited to, violations of the public trust, violent crimes, and fraud; and

v. Filing for and participating in bankruptcy, receivership, or any other legal structure and/or processes, claim, or case by which a Voting Member seeks to or participates in the liquidation of, dissolution of, or winding up of its corporate and/or legal structure.

(b) **Affiliate Members.** An entity that qualifies as an Affiliate Member may have such membership revoked for any of the following reasons:

i. A Material Breach of this Code of Regulations or the Affiliate Membership Agreement, as such term is defined in this Code of Regulations;

ii. By a two-thirds (2/3) vote of the Directors, with or without cause;

iii. The repeated failure to perform, carry out, and/or facilitate their duty(ies), obligation(s), and/or responsibility(ies) under this Code of Regulations or the Affiliate Membership Agreement, after being informed of such failure(s), in writing, by the Board of Directors, being provided an opportunity to respond to such notice of failure(s), within a reasonable period of time established and set by the Board of Directors, and being provided a reasonable period of time, established and set by the Board of Directors, to cure such failure(s). For purposes of this sub-section, a "repeated failure" shall be equal to three or more instances of such conduct;

iv. For violation of any federal, state, and/or local law, rule, regulations, ordinance, or statute pertaining to and/or applicable to, but not limited to, or inclusive of, acts of moral turpitude, and/or criminal conduct, including, but not limited to, violations of the public trust, violent crimes, and fraud; and

v. Filing for and participating in bankruptcy, receivership, or any other legal structure and/or processes, claim, or case by which a Voting Member seeks to or participates in the liquidation of, dissolution of, or winding up of its corporate and/or legal structure.

ARTICLE III **Board of Directors**

Section 3.1: **Representative.**

(a) **Appointment.** Each Voting Member will appoint two representatives (each a "**Representative**") of the Voting Member to serve as directors (each a "**Director**") on the CCOG board of directors (the "**Board of Directors**"). The Representatives will be senior level executives within the Voting Member's organization. The selection or choosing of a Representative is at the sole discretion of the Voting Member's chief executive officer or designee; however, a Representative is subject to this Code of Regulations, particularly **Section 2.3** of this Code of Regulations.

(b) **Service.** In the event a Representative i) resigns his or her position with the Voting Member, ii) resigns as a Director and/or Representative, iii) fails or refuses to carry out his or her duties as a Director as determined by a majority vote of the other Directors then in office at a meeting of the Board of Directors, iv) dies, or v) is incapacitated, that Voting Member's former Representative will be replaced by a new Representative at the sole discretion of the Voting Member's chief executive officer or designee.

Section 3.3: **Composition.** The number of CCOG Directors at any time will be limited to twice the number of Voting Members of CCOG at that time, as defined in **Section 2.1 (b)**, with the Representatives from each Voting Member serving as a CCOG Director. At no point will the number of CCOG Directors be more than ten (10), unless the number of Voting Members is increased pursuant to **Section 2.1 (b)**.

Section 3.4: General Powers. The Board of Directors is responsible for overseeing CCOG's governance, business objectives, and responsibilities. All of the business, power, authority, and affairs of CCOG will be exercised, conducted, managed, and controlled by the Board of Directors.

Section 3.5: Delegation of Duties. The Board of Directors may engage a third-party entity to manage the day-to-day operations of CCOG. The Board of Directors is not authorized to hire employees or staff for CCOG. Amending this **Section 3.4** will require a unanimous vote of the Board of Directors then in office.

Section 3.6: Term & Term Limits. A Representative may serve as a Director for so long as that Representative i) is designated by the Voting Member as a Representative, and ii) is not removed by the Board of Directors as described in **Section 3.1 (b)(iii)**. There will be no term limits for the Directors or Representatives.

Section 3.7: Meetings.

(a) **Annual Meeting.** The first meeting of the Board of Directors each calendar year will be designated as the annual meeting (the "**Annual Meeting**"). The purpose of the Annual Meeting will be to transact such business as may come before the meeting.

(b) **Regular Meetings.** Regular meetings ("**Regular Meetings**") of the Board of Directors will be held on such days and at such times and places as may be fixed by the Board of Directors.

(c) **Special Meetings.** Special meetings ("**Special Meetings**") of the Board of Directors may be called by the President of the Board of Directors or by any two Directors at such times and places as the person or persons calling the Special Meeting specifies in the Notice of the Special Meeting as required by **Section 3.8** below.

Section 3.8: Notice. The following provisions will govern notice ("**Notice**") of the Annual Meeting, Regular Meetings, and any Special Meetings (collectively, "**Board Meetings**"):

(a) **Provision.** Written Notice of the time and place of each Board Meeting will be given to each Director either by personal delivery or by U.S. Mail, overnight delivery, facsimile telecopy, or electronic mail at least three (3) days before the Board Meeting.

(b) **Purpose.** Except in the case of a Special Meeting, the Notice need not specify the purpose of the Board Meeting.

(c) **Delivery by Mail.** If Notice is mailed, it will be deemed to be delivered one (1) day after it is deposited in the U.S. Mail addressed to the Representative or Alternate with postage thereon prepaid.

(d) **Overnight Delivery.** If Notice is given by overnight delivery, it will be deemed to be delivered one (1) day after it is provided to the overnight delivery service addressed to the Representative or Alternate Representative with postage thereon prepaid.

(e) **Delivery by Facsimile & Electronic Mail.** If Notice is given by facsimile telecopy or electronic mail, it will be deemed to be delivered when the facsimile telecopy is delivered to the receiving facility or when the electronic mail is transmitted to the addressee.

Section 3.9: Voting. Each Director will be entitled to one vote.

Section 3.10: Quorum. A majority of the appointed or acting Directors is necessary, in person and/or through any communications equipment to the extent permitted by law, to constitute a quorum (a "**Quorum**") for any Board Meeting. With respect to all acts, questions, and business which may come before any Board Meeting, the act of a majority of

the Directors present at which a Quorum is present is the act of the Board of Directors, unless the vote of a greater number is required by this Code of Regulations. If a quorum is not present, a majority of the Directors present may adjourn and reconvene the Board Meeting from time-to-time without further Notice.

Section 3.11: Action by Unanimous Written Consent. To the extent permitted by law, any action which may be taken at a Board Meeting may be taken without a Board Meeting if a consent in writing (a "**Writing**"), setting forth the action so taken, is signed by all of the Directors entitled to vote. Any such Writing will be filed with or entered upon the records of CCOG.

Section 3.12: Compensation; Expenses. Representatives will not receive any compensation, whether in the form of a salary, fee, hourly wage, or other valuable consideration, for their services to CCOG as a Representative; however, nothing contained in this Code of Regulations will be construed to preclude any Representative from serving CCOG in any other capacity and receiving reasonable compensation therefor, so long as such service is approved in advance by a majority of the other Directors then in office at a Board Meeting. Each Representative will be entitled to reimbursement for out-of-pocket expenses reasonably incurred in connection with his or her performance of duties described in this Code of Regulations.

Section 3.13: Resignation. Any Representative may resign at any time, either by oral tender of resignation at any Board Meeting or by giving written notice thereof to the President of the Board of Directors (the "**Resignation**"). The Resignation will take effect at the time specified therefor and, unless otherwise specified with respect thereto, the acceptance of the Resignation by the President (as defined in **Section 5.5**) or the Board of Directors will not be necessary to make the Resignation effective.

Section 3.14: Removal. Any Director may be removed, with or without cause, at a Board Meeting called expressly for that purpose, by a vote of the majority of the other Directors then in office.

ARTICLE IV **Committees**

Section 4.1: Appointment. The Board of Directors may, from time-to-time, establish and appoint standing, temporary, or special committees (collectively, "**Committees**") which in its discretion it deems necessary or desirable. Each Committee will consist of no fewer than three (3) Representatives. The Board may also choose to appoint individuals who are not Representatives to Committees unless otherwise stated in this Code of Regulations.

Section 4.2: Scope of Authority. Each Committee may carry out any activities within the scope of the authority given the Committee by the Board of Directors for any lawful purpose.

Section 4.3: Committee Action. Unless otherwise provided by the Board of Directors, a majority of the members of any Committee appointed by the Board of Directors will constitute a quorum at any meeting thereof and the act of a majority of the Committee members present at which a quorum of the Committee is present will be the act of the Committee. To the extent permitted by law, action authorized by the Board of Directors may be taken by any Committee without an in-person Committee meeting by a writing signed by all of the Committee's members and/or through any communications equipment. Any Committee will prescribe its own rules for calling and holding Committee meetings and its method of procedure, subject to any rules prescribed by the Board of Directors, and each Committee must keep a written record of all action taken by the Committee.

ARTICLE V
Officers

Section 5.1: **Officers.** The officers (the “**Officers**”) of the Board of Directors will consist of a President, a Treasurer, and a Secretary, and, if approved by action of the Board of Directors, one or more Vice-Presidents. Other Officer and assistant Officer positions may be created by the Board of Directors as deemed necessary, each of whom may be designated by such other titles as may be provided by the Board of Directors. Unless this Code of Regulations otherwise provides, an officer need not be a Director. Any two (2) or more offices, except for the offices of the President and Vice President) may be held by the same person, but no Officer will execute, acknowledge, or verify any instrument in more than one Officer capacity if the instrument is required to be executed, acknowledged, or verified by two or more Officers.

Section 5.2: **Authority.** The Officers, as between themselves and CCOG, will have such authority and must perform such duties as are customarily incident to their respective offices as set forth in this **Article V**, and as may be specified from time to time by the Board of Directors, regardless of whether the authority and duties are customarily incident to the office. In the absence of any Officer of CCOG, or for any other reason the Board of Directors may deem sufficient, the Board of Directors may delegate, for a defined period of time, the powers or duties of the Officer, or any of those powers, to any other Officer or to any Director. The Board of Directors may from time-to-time delegate to any Officer authority to appoint and remove subordinate Officers and to prescribe their authority and duties.

Section 5.3: **Service.** The Officers will be elected as follows:

(a) **Election.** Unless otherwise provided by the Board of Directors, the Officers will be elected annually by the Board of Directors at the Annual Meeting of the Board of Directors.

(b) **Term of Office.** Each Officer will hold office until his or her successor has been duly elected and accepted office or until his or her death, resignation, or removal (in the manner provided in **Section 5.3 (c)**).

(c) **Removal.** Any Officer elected by the Board of Directors may be removed, with or without cause, by the majority action of the other Directors then in office, but such removal will be without prejudice to the contract rights, if any, of the person so removed.

Section 5.4: **Vacancies.** A vacancy in office because of death, resignation, removal, disqualification, or otherwise may be filled by action of the Board of Directors for the unexpired portion of the office’s term.

Section 5.5: **President.** The president (the “**President**”) will i) be elected from among the Directors, ii) oversee those activities, functions, and matters specifically prescribed by the board of directors, and iii) preside at all Board Meetings. The President may sign, with any other Office authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments which have been authorized to be executed, except in cases where the signing and the execution thereof would be expressly delegated by the Board of Directors, by this Code of Regulations, or by statute to some other Officer or agent of CCOG. The President will perform such other duties as may be prescribed by the Board of Directors from time-to-time.

Section 5.6: **Vice-President.** One or more vice-presidents (the “**Vice-President**”) may be elected from among the Directors, and, in the absence of the President, the Vice-Presidents (in order of their election) will perform the duties of the President when the office of President is vacant or the President is unable or unavailable to act and will have any other duties as may be designated by the Board of Directors.

Section 5.7: **Treasurer.** Subject to the discretion of the President, the Treasurer, or his or her designee, will have charge and custody of and be responsible for all funds and securities of CCOG; receive and give receipts for monies due and payable to CCOG from any source whatsoever; deposit all such monies in the name of CCOG in the banks,

trust companies, or other depositories as will be selected in accordance with the provisions of this Code of Regulations; and in general perform all the duties incident to the office of Treasurer and the other duties as from time-to-time may be assigned to him or her by the President or the Board of Directors.

Section 5.8: **Secretary.** The following provisions will govern the office of Secretary:

(a) **Duties.** Subject to the direction of the President, the Secretary, or his or her designee, will prepare an agenda for and keep the minutes of any Board Meetings; assure that minutes of all meetings of any Committee are prepared and filed with the records of CCOG; assure that all notices are given in accordance with the provisions of this Code of Regulations or as required by law; be custodian of CCOG's records; and in general perform all duties incident to the office of Secretary and such other duties as from time-to-time may be assigned to the Secretary by the President or the Board of Directors.

(b) **Presiding at Meetings.** In the absence of the President and any Vice-Presidents, the Secretary will preside at all Board Meetings, prepare or designate another to prepare any correspondence sent on behalf of the Board of Directors, and perform the duties of the President when the office of the President is vacant, or the President is unable or unavailable to act.

(c) **Ex Officio.** The Secretary may serve ex officio and is not required to be a Director or Representative.

Section 5.9: **Compensation.** Unless otherwise determined by the affirmative vote of at least three-quarters ($\frac{3}{4}$) of the Board of Directors then in office, the Officers will not receive compensation for their service as Officers. In no event will any such action by the Board of Directors create any contractual right to the continuation of such compensation for any period of time.

ARTICLE VI

Independent Contractors, Agents & Representatives

Section 6.1: **Independent Contractors.** The Board of Directors may engage independent contractors as it deems necessary and desirable from time-to-time and will fix the compensation and other terms of engagement for the positions.

Section 6.2: **Agents & Representatives.** The Board of Directors may appoint such agents and representatives of CCOG with such powers and to perform such acts and duties on behalf of CCOG as the Board of Directors may see fit, so far as may be consistent with this Code of Regulations and to the extent authorized or permitted by law.

ARTICLE VII

Limitation of Liability in Damages & Indemnity

Section 7.1: **Limitation of Liability in Damages of a Director.** Other than in connection with an action or suit in which the only liability asserted against a Director or Representative is for voting for or assenting to a statutorily proscribed asset distribution or loan, a Director or Representative of CCOG will be liable in damages for any action he or she takes or fails to take as a Director or Representative only if it is proved by clear and convincing evidence in a court of competent jurisdiction that his or her action or failure to act involved an act or omission either undertaken with deliberate intent to cause injury to CCOG or undertaken with reckless disregard for the best interests of CCOG.

Section 7.2: Indemnification.

(a) To the fullest extent permitted by law and subject to the provisions of **Section 7.2 (b)**, CCOG will defend, indemnify, and save harmless each person, and the heirs, legal representatives, executors and administrators of such person, who is, or was, a Director or Representative, Member, Officer, agent, or independent contractor of CCOG or who is, or was, serving at the request of CCOG and for the benefit of CCOG in any of the foregoing capacities for another corporation, domestic or foreign, nonprofit or for profit, partnership, joint venture, trust or other enterprise (all of the previously enumerated positions will be referred to as “**Covered Positions**,” and the person so serving will be referred to as a “**Covered Person**”), against all costs and expenses (including, but not limited to, attorneys’ fees and disbursements, judgments, fines, penalties, and amounts paid in settlement) actually and reasonably incurred by the Covered Person or imposed upon the Covered Person:

i. In connection with or arising out of any claim, action, suit, proceeding, or investigation (or any issue or matter therein), whether civil, criminal, administrative, investigative, or whatever nature, to which the Covered Person is made or threatened to be made a party or in which the Covered Person is necessarily involved by reason of the fact that the Covered Person is, or was, serving in any one or more of the Covered Positions; and

ii. In connection with any negotiations or settlement thereof, or appeal therein.

(b) The provisions of this **Section 7.2 (a)** will not be effective unless the Covered Person:

i. Is determined to have acted in good faith;

ii. Is determined to have acted in a manner the Covered Person reasonably believed to be in or not opposed to the best interests of CCOG; and

iii. Is determined in any matter the subject of a criminal action, suit, or proceeding, to have had no reasonable cause to believe that the Covered Person’s conduct was unlawful.

(c) The termination of any action, suit, or proceeding, or any issue or matter therein, by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, will not, of itself, create a presumption that the Covered Person did not act in good faith and in a manner which the Covered Person reasonably believed to be in or not opposed to the best interests of CCOG, and with respect to any criminal action or proceeding, that the Covered Person had reasonable cause to believe that the Covered Person’s conduct was unlawful.

(d) Notwithstanding anything contained in this **Section 7.2**, no indemnification will be made by CCOG (i) in respect of any action or suit in which liability is asserted against a Director or Representative and that liability is pursuant to a statutorily proscribed asset distribution or loan; and (ii) in respect of any claim, suit, issue, or matter, by or in the right of CCOG, as to which a person is, or was, serving in a Covered Position, and it is proved by clear and convincing evidence in a court of competent jurisdiction that the Covered Person’s action or failure to act was undertaken with deliberate intent to cause injury to CCOG or undertaken with reckless disregard for the best interests of CCOG and that, with respect to any criminal action or proceeding, the Covered Person had reasonable cause to believe the Covered Person’s conduct was unlawful unless, and only to the extent that the Court of Common Pleas, or the court in which such action or suit was brought, determines, upon application by CCOG, and despite the proof and in view of all the circumstances of the case, that such person is fairly and reasonably entitled to indemnity for such expenses as the Court of Common Pleas or such other court deems proper.

(e) Any indemnification provided for under this **Section 7.2**, unless ordered by a court as provided in **Section 7.2 (d)**, will be made by CCOG only after a determination that such indemnification of a person who is, or was,

serving in a Covered Position is proper because the person has met the standards of conduct stated in **Section 7.2 (b)** above as follows:

i. By a majority vote of a Quorum consisting of Directors of this Corporation who were not and are not parties to or threatened with any such action, suit, or proceeding; or

ii. If such a Quorum of Directors is not obtainable, or if a majority vote of a Quorum of disinterested Directors so directs, then in a written opinion by independent legal counsel other than an attorney, or a firm having associated with it an attorney, who has been retained by or who has performed services for CCOG, or who has been indemnified by CCOG within the past five years; or

iii. By the Court of Common Pleas or the court in which such action, suit or proceeding was brought.

(f) Any determination made according to methods (i) or (ii) of **Section 7.2 (e)** will be promptly communicated to any person who threatened or brought an action or suit by or in the right of CCOG.

(g) Expenses, including attorneys' fees, incurred with respect to any claim, action, suit, proceeding, or investigation (or any issue or matter therein) of the character described in this **Section 7.2** may be advanced by CCOG prior to the final disposition thereof as authorized by the Directors in a specific case upon receipt of an undertaking by or on behalf of a Covered Person. Prior to receiving such an advance of expenses, the Covered Person must agree: (i) to repay such amount, if it is proved by clear and convincing evidence in a court of competent jurisdiction that the Covered Person's action or failure to act involved an act or omission undertaken with deliberate intent to cause injury to CCOG or undertaken with reckless disregard for the best interests of CCOG; (ii) to cooperate with CCOG concerning the action, suit, or proceeding; and (iii) where indemnification is granted, to repay any amount to the extent the expenses so advanced exceed the indemnification to which the Covered Person is entitled.

(h) Such indemnification as provided by this **Section 7** will not be deemed exclusive of any other rights to which a person who is, or was, serving in a Covered Position may be entitled under CCOG's Code of Regulations, or any agreement, vote of disinterested Directors, or otherwise, both as to action in the person's official capacity and as to action in another capacity while holding such office, and will continue as to a person who has ceased serving in a Covered Position and will inure to the benefit of the heirs, legal representatives, executors, and administrators of such person.

Section 7.3 Insurance. CCOG (i) will purchase and maintain insurance on behalf of any Directors, Representatives, and Officers and (b) may purchase and maintain insurance on behalf of any other Covered Person against any liability asserted against the Covered Person or incurred by the Covered Person in any such capacity, or arising out of the Covered Person's status as such, whether or not CCOG would have the power to indemnify the Covered Person against such liability under **Section 7.2**.

ARTICLE VIII **Contracts & Banking**

Section 8.1: Contracts. The Board of Directors may authorize any one or more Officers or agents to enter into any contract or execute or deliver any instrument in the name of or on behalf of CCOG, and the authority may be general or confined to special instances.

Section 8.2: Deposits. All funds of CCOG not otherwise employed will be deposited from time to time to the credit of CCOG in the banks, trust companies, or other depositories as the Board of Directors may select.

Section 8.3: Checks. All checks, drafts, or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of CCOG will be signed by such one or more authorized Officers or authorized agents of CCOG and in such manner as from time to time determined by resolution of the Board of Directors.

ARTICLE IX **Gifts & Distributions**

Section 9.1: Acceptance of Gifts. The Board of Directors, or a Committee appointed for that purpose, may apply for and/or accept on behalf of CCOG any gift, grant, bequest, contribution, or devise for the general purposes or any special purpose of CCOG. Further, the Board of Directors, or a Committee appointed for that purpose, may agree to administer the same in accordance with any conditions that the testator or donor may impose, provided only the purpose of the devise, bequest, or gift is within the powers and purposes of CCOG.

Section 9.2: Issuance of Gifts. The Board of Directors may make outright contributions, grants, and gifts of property, both real and personal, to any program fulfilling any of the purposes of CCOG in this Code of Regulations, subject to any and all restrictions imposed from time to time upon the grant-making activities of private foundations by the Internal Revenue Code of 1986.

Section 9.3: Distributions to Voting Members. Following the payment of all expenses incurred by CCOG and once a reasonable cash reserve, as determined by the Board of Directors, has been achieved, the Board of Directors may distribute excess monies to the Voting Members (a “**Distribution**”). Each Voting Member who was a Voting Member for the entire calendar quarter prior to the Distribution will receive an equal share of the Distribution. Any Voting Member at the time of the Distribution who was not a Voting Member for the entire calendar quarter preceding the Distribution will not receive any Distribution for that calendar quarter.

ARTICLE X **Accounting Year & Audit**

Section 10.1: Accounting Year. The fiscal year of CCOG will begin on the first day of January and end on the last day of December of each year.

Section 10.2: Audit. In accordance with applicable State of Ohio law, following the end of each accounting year, the books of CCOG will be closed, a fiscal audit of the operations, activities and records of CCOG will be performed, and a financial statement prepared for that year. If directed by the Board of Directors, the financial statement will be reviewed or certified by an independent firm, the partners of which are certified public accountants. A copy of the financial statement will be made part of the permanent records of CCOG. A copy of the financial statement will be promptly mailed to each Voting Member, Director, and Representative in addition to appropriate state and federal agencies as may be required by law, and will be submitted to the Board of Directors at a Board Meeting.

ARTICLE XI **Miscellaneous**

Section 11.1: Books and Records. CCOG will keep correct and complete books and records and minutes of the proceedings of the Board of Directors and any Committees which have had activities in connection with CCOG's business.

Section 11.2: Loans Prohibited. No loans will be made by CCOG to its Officers, Directors, or Representatives.

Section 11.3: Severability. Applicable statutes of the State of Ohio are included in this Code of Regulations and are made a part hereof. If any section, subsection, paragraph, sentence, or phrase of this Code of Regulations is for any reason held to be invalid by a court of competent jurisdiction, the provision will be considered to be severable and the decision will not affect the validity of the remaining portions of this Code of Regulations.

Section 11.4: Titles & Headings. The titles and headings contained in this Code of Regulations are for reference purposes only and will not be construed to be part of and shall not affect in any way the meaning or interpretation of this Code of Regulations.

ARTICLE XII **Policies**

Section 12.1: Conflict of Interest Policy. The Board of Directors will adopt a conflict of interest policy.

Section 12.2: Ethics Policy. The Board of Directors will adopt an ethics policy.

Section 12.3: Proxy Policy. The Board of Directors may choose to adopt a policy regarding the use of proxies for the casting of Board of Director votes when a Voting Member's Director cannot participate in a Board Meeting.

ARTICLE XIII **Withdrawal**

Section 13.1: Voting Member.

(a) **Notice.** Any Voting Member may withdraw its participation in CCOG at any time by duly adopting a resolution to do so and delivering a certified copy thereof, as approved by the Voting Member's governing body, to CCOG, at least sixty (60) days prior to the actual date of withdrawal, unless a different time period is required by ordinance of the Voting Member.

(b) **Effective Date.** Any withdrawal by a Voting Member will be effective on the day after the indicated date of withdrawal, except that presentation by a Voting Member of a resolution to withdraw will not relieve that Voting Member of its obligations to (a) contribute its pro-rata share of any fees, costs, or assessments attributable to its period of participation in CCOG, or (b) complete any ongoing or remaining contractual obligations relating to CCOG to which the Voting Member is a party.

Section 13.2: Affiliate Member. Any Affiliate Member may withdraw its participation in CCOG at any time in accordance with the terms of the Affiliate Membership Agreement signed by that Affiliate Member.

ARTICLE XIV **Dissolution**

Section 14.1: Dissolution of CCOG. CCOG will be dissolved, and its affairs wound up, only after and upon full compliance with the procedure for dissolution described in this **Section 14** have been completed by every Voting Member. The withdrawal of a Voting Member will not cause the dissolution of CCOG. Upon the occurrence of a dissolution event (a "**Dissolution Event**"), CCOG must deliver a certificate of dissolution containing the required information to the Secretary of State for filing.

Section 14.2: Notice. The Secretary must notify every Voting Member by certified or registered mail, return receipt requested, at least sixty (60) days before a Special Meeting at which a motion for dissolution is to be discussed in accordance with the purpose set forth in the Notice of the Special Meeting (the “**Dissolution Meeting**”).

Section 14.3: Dissolution Meeting. At the Dissolution Meeting, a motion will be deemed made and seconded so as to move directly to the discussion of dissolving CCOG. Following this discussion, each Director in attendance will vote. Upon the affirmative vote of two-thirds (2/3) or more of all then current Directors in favor of dissolving CCOG, CCOG will be dissolved.

Section 14.4: Winding Up. At the earliest possible date following the passage of a motion to dissolve CCOG as described in **Section 14.3**, the Board of Directors or its appointee must wind up all of CCOG’s affairs and distribute all of the Corporation’s property and cash in the following order:

(a) To creditors, including, to the extent permitted by law, Voting Members who are creditors, in satisfaction of CCOG’s liabilities.

(b) To each then-former Voting Member which are organizations the income of which is excluded from gross income under §115 of the IRS Code. Each Voting Member who was a Voting Member as of the date of the Dissolution Meeting described in **Section 14.3** will be entitled to, and receive, an equal share of the net proceeds. The net proceeds will originate from the disposal of the assets of the CCOG, but only after all debts are paid and to the extent that, for one hundred and twenty (120) continuous days, no creditor brings any claim for the same. Any assets not so disposed of will be disposed of by a court of competent jurisdiction exclusively to one or more States, political subdivisions thereof, or other organizations the income of which is excluded from gross income under §115 of the IRS Code as said court shall determine.

The winding up of CCOG will be completed when all debts, liabilities, and obligations of CCOG have been paid and discharged or reasonably adequate provision therefor has been made, and all of the remaining property and assets of CCOG have been distributed to the Voting Members as described herein.

ARTICLE XV **Amendments**

Section 15.1: Amendments. This Code of Regulations may be amended, altered, or repealed at any time and a new Amended and Restated Code of Regulations adopted at a Board Meeting by the affirmative vote of three-quarters ($\frac{3}{4}$) of the Directors then in office at the time.