

MUNICIPAL COOPERATION AGREEMENT

COUNTY OF CAYUGA, CAYUGA COMMUNITY COLLEGE, and CAYUGA COUNTY SOIL AND WATER CONSERVATION DISTRICT, all of which are referred to as "Participants".

A. PURPOSES:

1. Article 5G of the General Municipal Law authorizes municipal corporations to enter into cooperative agreements for the performance of those functions or activities in which they could engage individually;
2. Sections 92-a and 119-o of the General Municipal Law authorizes municipalities to purchase a single health insurance policy, enter into group health plans, and establish a joint body to administer a health plan;
3. Section 119-n of the General Municipal Law defines the term "municipal corporation" to include a county, city, town, village, school district and Board of Cooperative Educational Services;
4. The County of Cayuga Legislature has agreed by a duly authorized Resolution 81-256 to allow the Cayuga County Soil and Water Conservation District and Cayuga County Community College to participate in the Cayuga County Health Insurance Program
5. The Participants in this Agreement have determined to their individual satisfaction that furnishing the health benefits for their eligible officers, eligible employees (as defined by the Internal Revenue Service codes, rules and regulations for federal tax purposes, such definition does not include independent contractors and/or consultants), eligible retirees, and the eligible dependents of eligible officers, employees and retirees (referred to collectively as "enrollees") through a Consortium by acting in concert with one another is in their best interests as it is more cost-effective and efficient. Eligibility requirements are determined by each Participant's collective bargaining agreements and/or their personnel policies and procedures;
6. The Participants desire to reflect the current relationship of the municipal corporations and the current terms of their participation in the Cayuga County Health Insurance Consortium; the County and the other participating municipalities are executing this agreement restating the terms of the existing Cayuga County Health Insurance Consortium, clarifying certain terms of previous Agreements they signed, amending the previous agreement to reflect changes required through compliance with certain New York State Laws; and

7. The Participants hereby designate themselves under this agreement as the Cayuga County Health Insurance Consortium (the "Consortium") for the purpose of providing health benefits to those enrollees that each Participant individually elects to include in the Cayuga County Health Insurance Consortium Medical Plan(s) (the "Plan(s)").

B. PARTICIPANTS

1. Membership in the Consortium will be offered to the County of Cayuga and any municipal corporation within the geographical and political boundaries of the County of Cayuga, provided the municipal corporation can provide satisfactory proof of its financial responsibility; provided, however, that any current Participant, as of the date of this amended Agreement, shall continue to be a Participant. Membership shall be subject to the terms and conditions, established by the Board of Directors of the Consortium as set forth in this agreement and any amendments hereto. The parties recognize that long term stability is an integral goal of the Consortium and essential to its viability. As such, each participating municipal corporation agrees to continue as a Participant for a minimum of three (3) years from the signing of this Agreement. The parties hereto acknowledge that failure of any Participant to continue as a Participant for at least three (3) years will constitute a breach of this Agreement that will result in damages to the Consortium, the full extent of which will be immeasurable and unascertainable. The parties hereto, therefore, agree that the failure of any Participant to continue in the Consortium for at least three (3) years shall entitle the Consortium to an early withdrawal assessment in a sum equal to 25% of the Participant's most recent annualized premium contribution as liquidated damages for a breach of this contract. Said assessment is in addition to any liability the Participant may have under any other section of this Agreement, is non-negotiable and is not subject to waiver or amendment by the Board of Directors of the Consortium. The assessment will be due and payable within 30 days to the Fiscal Officer of the Consortium from the date the Consortium notifies the Participant in writing of said penalty.
2. Partial membership of a collective bargaining unit or employee group of a Participant is not permitted. Any Participant which negotiates an alternative health insurance plan offering other than the plan offerings of the Consortium with a collective bargaining unit or employee group will be required to remove all of the members of said collective bargaining unit or employee group, including retirees, surviving spouses, dependents, and those afforded continuation of coverage, from the Plan(s) as provided by the Consortium.
3. Initial membership of additional participants shall become effective on the 1st day of the calendar month following the adoption by the Board of Directors of the resolution to accept the entity as a Participant.
4. The Board of Directors, by a two-thirds (2/3) vote of the entire Board of

Directors, may elect to permit a municipal corporation which is not located in the geographical or political boundaries of the County of Cayuga to become a Participant of the Plan subject to satisfactory proof, as determined by the Board of Directors, of the Participant's financial responsibility. Furthermore, said municipal corporation must agree to continue as a Participant for a minimum of three (3) years upon entry. Failure to comply with the three (3) year participation requirement will constitute a breach of contract and result in an early withdrawal assessment, as liquidated damages, in the same manner and to the same extent as set forth in Section B, subsection 1 above.

5. An employer, including a collective bargaining unit or an employee group of an employer who was previously a Participant or sub-group of a Participant, but is no longer a Participant or sub-group of a Participant of the Plan, and which is otherwise eligible for membership in the Plan, may apply for re-entry after a minimum of three years has passed since it was last a Participant or sub-group of a Participant. Such re-entry shall be subject to the approval of two-thirds of the entire Board of Directors. This re-entry waiting period may be waived by the approval of two-thirds of the entire Board of Directors. In order to reenter the Plan, an employer, or a collective bargaining unit or an employee group of an employer, must have satisfied in full all of its outstanding financial obligations to the Plan.

Furthermore, such employer, or a collective bargaining unit or an employee group of an employer, must agree to continue as a Participant or sub-group of a Participant for a minimum of three years upon re-entry. Failure to comply with the three year participation requirement for Participant or sub-group of a Participant who reenter the Plan, will result in a monetary penalty equal to 25% of the Participant's or sub-group of a Participant's most recent annualized premium contribution to the Plan. Said penalty is non-negotiable and is not subject to waiver or amendment by the Board of Directors of the Consortium.

6. When the Consortium decides to terminate, a reserve shall be established by the participants to cover all incurred, but not reported and/or paid, liabilities. The Consortium's Fiscal Officer will establish a reserve fund to satisfy all contractual obligations for the dissolution of the consortium. Expenditures from the reserve fund may only be made with the Board's involvement in the decision for payments of benefits and other obligations of the insurance health plan or expenses incurred in administering same.

C. PARTICIPANTS' LIABILITY

The Participants shall share in the costs of, and assume the liabilities for medical, surgical, hospital, and prescription drug benefits provided under the Plan(s) to covered officers, employees, retirees, and their dependents. Each Participant shall pay on demand such Participant's share of any assessment or additional contribution

ordered by the Consortium's Board of Directors, as outlined in Section K, Paragraph 4 of this Agreement. The pro rata share shall be based on the Participant current "premium" contribution to the Plan as a percentage of the total current "premium" contribution to the Plan during their period of participation.

In addition, any new Participant's who enter the Consortium may be subject to additional financial considerations above and beyond the premium contributions to the Plan. Said additional financial obligations and any related terms and conditions associated with membership in the Consortium shall be determined by the Board of Directors.

D. BOARD OF DIRECTORS

1. Governing Body of Consortium: The governing body of the Consortium, responsible for management, control and administration of the Plan, shall be a Board of Directors, ("Board of Directors"), composed of two representatives of each Participant, who shall be appointed by resolution of each Participant's governing body. Notice of appointment shall be given in writing to the Chair of the Board and the Fiscal Officer, by each Participant.
2. Vacancies: If a Board Member cannot fulfill his/her obligations, for any reason, as set forth herein, and the Participant desires to designate a new Board Member, it must notify the Consortium's Chair and Fiscal Officer in writing of its appointment of a new designee to represent the Participant as a member of the Board of Directors.
3. No Remuneration: Members of the Board of Directors shall receive no remuneration for their service and shall serve a term from January 1 through December 31.
4. Representation: No individual member of the Board of Directors shall be the representative of more than one Participant.
5. Conflicts of Interest: No member of the Board of Directors, or any member of the member's immediate family shall be an owner, officer, director, or partner of any contract agency retained by the Consortium.
6. Voting Power: Each member of the Board of Directors shall be entitled to one vote.
7. Designated Alternate: Each Participant's governing body may designate in writing an alternate to attend the Board of Director's meeting when its representative on the Board of Directors cannot attend. The alternate may participate in the discussions at the Board meeting and will, if so designated in writing by the Participant, have voting authority. Only alternates with voting authority shall be counted toward a quorum.
8. Quorum: A majority of members of the Board of Directors shall constitute

a quorum. A quorum is a simple majority (more than half) of the total number of board members. A quorum is required for the board to conduct any business. A majority of the entire board, not simply those present, is required for the board to take any official action, unless otherwise specified in this agreement.

9. Regular meetings: The Board of Directors shall meet on a regular basis, but not less than on a quarterly basis at a time and place determined by a vote of the Board of Directors.
10. Notice of Regular Meetings: Regular meetings of the Board of Directors shall be held at such time and place as may be determined by the Board and no notice of such regular meeting need be given.
11. Special Meetings – Notice: Special meetings of the Board may be held upon the call of the Chair or of any two Directors at such time and place as may be specified in the notice given to each Director at least two days before the meeting.
12. Place of Meeting: The Board of Directors may hold its meetings at such place within or without the State of New York as the Board may from time to time determine.
13. Action by Written Consent: Any action required or permitted to be taken by the Board of Directors may be taken without a meeting if all members of the Board consent in writing to the adoption of the resolution authorizing the action and such resolution and written consent are filed with the Minutes of the proceedings of the Board.
14. Conference Telephone: Any one or more members of the Board of Directors may participate in a meeting of the Board by means of a conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at the meeting.
15. Election and Term of Office: The officers of the Board of Directors shall be chosen annually at the meeting of the Board of Directors. The affirmative vote of a majority of the Directors acting and present at such meeting shall be sufficient to appoint an officer.
16. Chair - Powers and Duties: The Chair shall preside at all meetings of the Board of Directors, shall have general supervision of the affairs of the Consortium shall keep the Board of Directors fully informed, shall freely consult with the Board concerning the activities of the Consortium, and shall perform such other duties as shall from time to time be assigned by the Board of Directors. Unless the Board of Directors shall specifically require an additional signature, the Chair shall have the power to sign, in

the name of the Consortium, all contracts authorized either generally or specifically by the Board.

17. Vice Chairs - Powers and Duties: The Vice Chairs shall have such powers and duties as may be assigned by the Board of Directors. In the absence of the Chair, a designated Vice Chair shall in general perform the duties of the Chair.
18. Secretary - Powers and Duties: The Secretary shall act as Secretary of all meetings of the Board of Directors, shall keep the minutes of all such meetings, shall attend to the giving and serving of all notices of the Consortium, shall perform all the duties customarily incident to the office of the Secretary, subject to the control of the Board of Directors, and shall perform such other duties as shall from time to time be assigned by the Board of Directors.
19. Fiscal Officer - Powers and Duties: The Fiscal Officer shall be the Treasurer of the County of Cayuga and shall have the custody of all funds, deposits and securities of the Corporation, shall keep or cause to be kept full and accurate accounts of receipts and disbursements of the Consortium, shall deposit all moneys and other valuable effects of the Consortium in the name and to the credit of the Consortium in such banks or depositories as the Board of Directors may designate, shall perform all duties incident to the position of Fiscal officer, subject to the control of the Board of Directors, and, when required, shall give such security for the faithful performance of such duties as the Board of Directors may determine. Whenever required by the Board of Directors, the Treasurer shall render a statement of accounts and shall at all reasonable times exhibit the books and accounts to any officer or Director of the Consortium.

E. ACTIONS BY THE BOARD

The entire Board of Directors shall mean the number of Directors when there are no vacancies. A majority of the entire Board of Directors is required to take action on the following matters, with the exception of Special Meetings of the Board:

1. To fill any vacancy in any officer(s) of the Board of Directors.
2. To fix the frequency, time, and place of regular Board meetings, and Special meetings of the Board which may be called by the Chairperson or any two Board Members provided not less than two days written or oral notice is provided to all remaining Board Members.
3. To approve an annual budget for the Consortium, prior to September 1 of each year, and determine the annual premium equivalent to be paid by each Participant for each enrollee classification in the Plan.

4. To audit receipts and disbursements of the Consortium and provide for independent audits, and periodic financial and operational reports to Participants.
5. To approve the benefits provided by the Plan(s) including the plan document(s), insurance certificate(s), and/or summary plan description(s), a copy of the Plan(s) effective on the date of this Agreement is incorporated by reference into this Agreement.
6. To annually select a Plan Consultant for the upcoming Plan Year, prior to September 1 of each year.
7. To review, consider and act on any recommendations made by a Plan Consultant or Plan Administrator.
8. To establish administration guidelines for the efficient operation of the Plan.
9. To establish financial regulations for the entry of new Participants into the Consortium consistent with all applicable legal requirements.
10. To contract with third parties, which may include one or more Participants, for the furnishing of all goods and services reasonably needed in the efficient operation and administration of the Plan. Said goods and services may include, but may not be limited to accounting services, legal counsel, consulting services, purchase of insurances, and actuarial services.
11. To determine each year the insurance carrier or carriers, if any, who are to provide the stop-loss insurance coverage during the next year.
12. To determine and notify each Participant by October 1 of each year of the monthly premium equivalent for each enrollee classification during the next Plan year commencing the following January 1.
13. To designate the banks or trust companies in which joint funds, including reserve funds, are to be deposited and which shall be located in this state, duly chartered under federal law or the laws of this state and insured by the FDIC.
14. To designate annually the Fiscal Officer of the Consortium who may or may not be a member of the Board of Directors and who shall be the Treasurer of the County of Cayuga.
15. To designate annually the Secretary of the Consortium who may or may not be a member of the Board of Directors.

16. To designate the Secretary of the Board of Directors to have custody of all reports, statements and other documents of the Consortium. The Secretary will take minutes of each Board Meeting which shall be acted on by the Board of Directors at a subsequent meeting.
17. To designate annually the Fiscal Officer to serve as the Consortium's attorney-in-fact.
18. To choose the Certified Public Accountant and the Actuary to provide the reports required by this Agreement and any applicable law.

F. OFFICERS

1. The Board of Directors shall elect annually from its members a Chairperson, Vice Chairperson, and Fiscal Officer of the Plan who shall be the Treasurer of the County of Cayuga. Any vacancy in an officer's position shall be filled at the next meeting of the Board of Directors.
2. Officers of the Consortium and employees of any third party vendor, including without limitation the officers and employees of any Participant, who assist or participate in the operation of the Consortium, shall not be deemed employees of the Consortium. The Board of Directors shall not have any authority to engage the services of any person as an employee of the Consortium. Each third party vendor shall provide for all necessary services and materials pursuant to annual contracts with the Consortium. The officers of the Consortium shall serve without compensation from the Consortium.

G. EXECUTIVE COMMITTEE

1. The Executive Committee of the Consortium shall consist of the Chairperson, the Vice Chairperson, and the Fiscal Officer of the Consortium.
2. The Executive Committee may meet at anytime between meetings of the Board of Directors at the discretion of the Chairperson. The Executive Committee will make recommendations to the Board of Directors.

H. PLAN ADMINISTRATOR

The Board of Directors, by a two-thirds (2/3) vote of the entire Board of Directors, will annually designate an administrator and/or insurance company of the Plan and the other provider(s) who are deemed by the Board of Directors to be qualified to receive, investigate, and recommend or make payment of claims, provided that the charges, fees and other compensation for any contracted services

shall be clearly stated in written administrative services and/or insurance contracts and payment for such contracted services shall be made only after such services are rendered or are reasonably expected to be rendered.

I. ATTORNEY-IN-FACT

The attorney-in-fact shall receive service of summons or other legal process in any action, suit or proceeding arising out of any contract, agreement or transaction involving the Consortium.

J. FISCAL OFFICER

1. The Fiscal Officer shall act as the chief financial administrator and treasurer of the Consortium and disbursing agent for all payments made by the Plan, and shall have custody of all monies either received or expended by the Plan. The Fiscal Officer shall receive no remuneration, except that the Plan will reimburse reasonable out-of-pocket expenses incurred by the Fiscal Officer in connection with performance of his or her duties that relate to the Plan
2. All monies collected by the Fiscal Officer relating to the Consortium, shall be pooled and administered as a common fund. The Fiscal Officer shall, subject to the provisions of the General Municipal Law, make payment in accordance with procedures developed by the Consortium's Board of Directors.
3. The Fiscal Officer shall be bonded for all monies received from the Participants. The amount of such bond shall be established annually by the Participant who regularly employs the Fiscal Officer in such principal amount as deemed adequate to protect the interests of the Participant.
4. All monies collected from the Participants by the Fiscal Officer in connection with the Plan shall be deposited in accordance with policies of the Participant, which regularly employs the Fiscal Officer and shall be subject to the provisions of law governing the deposit of municipal funds.
5. The Fiscal Officer shall account for the Plan's reserve funds separate and apart from all other funds of the Plan, and such accounting shall show:
 - (a) the purpose, source, date and amount of each sum paid into the fund; the interest earned by such funds;
 - (b) capital gains or losses resulting from the sale of investments of the Plan's reserve funds;
 - (c) the order, purpose, date and amount of each payment from the reserve fund; and
 - (d) the assets of the fund, indicating cash balance and schedule of investments.

6. There will also be an annual financial audit prepared by an independent CPA based on the generally acceptable accounting principles. The annual independent opinion will also indicate the financial soundness of the plan.
7. The Fiscal Officer will prepare annual and quarterly reports governing distribution and current financial status of the accounts. Copies will be provided to all the parties.
8. The Fiscal Officer shall maintain a reserve fund which accounts shall be separate and apart from all other funds, and the Fiscal Officer shall on an annual quarterly basis show the source of the funds, the interest in the funds, disbursements, gains, losses, payments, assets and liabilities.

K. PREMIUM CALCULATIONS/PAYMENT

1. The annual premium equivalent rates shall be established by a majority of the entire Board of Directors. The method used for the development of the premium equivalent rates may be changed from time to time by the approval of two-thirds ($\frac{2}{3}$) of the entire Board of Directors. Said premium equivalent rates shall consist of an "Individual" premium rate category and a "Family" premium rate category. Said premium rate categories are currently defined as follows and may be amended by the Board of Directors by a majority of the entire Board of Directors:
 - (a) Individual Premium is a rating category established for those direct officers, employees, or retirees of a Participant who require coverage for only themselves. This category is not to be utilized for a spouse or a dependent who is not a direct employee or retiree, unless otherwise required by State Law, Federal Law (e.g., COBRA), or in the case of a surviving spouse, by a collective bargaining agreement or Participant's policy/procedure.
 - (b) Family Premium is a rating category established for those direct officers, employees, or retirees of a Participant who require coverage for themselves and their eligible dependents as allowed by the Plan.
2. The Consortium shall maintain reserves and/or stop-loss insurance to the level, if any, and extent determined by the Board of Directors in consultation with, and based on, the recommendations of the Consortium's Executive Committee and Plan Consultant to cover catastrophic claims on a specific or aggregate basis.
3. Each Participant's monthly premium equivalent, by enrollee classification, shall be paid by the 1st day of each calendar month during the Plan year

(January 1st - December 31st). A late payment charge of 1% of the monthly installment then due will be charged by the Board for any payment not received by the 1st of each month, or the next business day when the 1st falls on a Saturday, Sunday, legal holiday or day observed as a legal holiday by the Participants. The Consortium will waive the penalty once per fiscal year for each Participant, but will strictly enforce the penalty thereafter. Failure to make a payment, including any applicable penalties, within sixty days of the due date will be a basis for determination by the Board of exclusion from the Plan.

4. The Board of Directors, by a two-thirds (2/3) of the entire Board of Directors, has the power to assess Participants for additional contributions, if actual losses due to benefits paid out, administrative expenses, and reserve and surplus requirements exceed the amount in the joint funds. Such assessments will be made on a pro-rata basis and payment is due within 30 days of billing.
5. The Board of Directors, in its sole discretion, may refund amounts in excess of reserves and surplus, or retain such excess amounts and apply these amounts to the next year's budget for the plan.

L. EMPLOYEE CONTRIBUTIONS

If any Participant requires an enrollee's contribution for benefits provided by the Plan, the Participant shall collect such contributions at such time and in such amounts as it requires. However, the failure of a Participant to receive the enrollee contribution on time shall not diminish nor delay the payment of the Participant's monthly premium equivalent to the Consortium in the manner provided.

M. ADDITIONAL BENEFITS

Any Participant choosing to provide more benefits, coverages, or enrollment eligibility other than that provided under the Plan, will do so at its sole expense. This Agreement shall not be deemed to diminish such Participant's benefits, coverages or enrollment eligibility, the additional benefits and the payment for such additional benefits, shall not be part of the Plan and shall be administered solely by and at the expense of the Participant.

N. REPORTING

The Fiscal Officer will ensure the following reports shall be prepared and furnished to the Board of Directors, and made available to the Participants:

1. Annually after the close of the Plan's fiscal year, but not later than April 30th, the following reports will be generated:
 - (a) a report developed by the Consortium's Consultant showing the financial condition and affairs of the Plan, in such a form and providing such other information as the Board of Directors may prescribe, together with an audit, and

opinions thereon, by an independent certified public accountant, of the financial condition, accounting procedures and internal control systems of the Plan.

- (b) an independent actuarial opinion on the financial soundness of the Plan, including the contribution or premium equivalent rates and reserves, both as paid in the current year and projected for the next fiscal year.
2. Periodic reports will be generated by the Fiscal Officer of the Consortium at least quarterly. Said reports will include, but may not be limited to, a Treasurer's Report and a Trial Balance Report.

O. WITHDRAWAL OF PARTICIPANT

1. Withdrawal of a Participant, or a collective bargaining unit or an employee group of a Participant, from the Plan shall be effective only once annually on the last day of the Plan year, December 31st.
2. Notice of Intention of a Participant, or a collective bargaining unit or an employee group of a Participant, to Withdraw must be given in writing to the Chairperson of the Board of Directors and the Fiscal Officer prior to October 31st for the Fiscal Year 2006 and for all subsequent fiscal years thereafter. Failure to give such notice shall automatically extend the Participant's, or the collective bargaining unit's or employee group's, membership and obligations under the Agreement for another Plan's Fiscal Year, unless the Board of Directors shall consent to such withdrawal by a ²/₃ vote.
3. Any withdrawing Participant shall be responsible for its pro rata share of any Plan deficit. The withdrawing Participant shall be entitled to any pro rata share of surplus that exists on the date of the withdrawal. The Plan surplus or deficit shall be based on the sum of actual expenses and the estimated liability of the Plan as determined by the Board of Directors. These expenses and liabilities will be determined one year after the end of the fiscal year in which the Participant last participated.
4. The surplus or deficit will include recognition of any claims, expenses, and/or penalties incurred at the time of withdrawal, but not yet paid. Such pro rata share shall be based on the Participant's current premium contribution to the Plan as a percentage of the total current premium contributions to the Plan during the period of participation. This percentage amount would then be applied to the surplus or deficit, which existed on the date of the Participant's withdrawal from the Consortium. Any pro rata surplus amount due the Participant will be paid to the Participant one year after the effective date of the withdrawal. Any pro rata deficit amount will be billed to the Participant by the Plan one year after the effective date of the withdrawal and shall be due and payable within (30) days after the date of such bill. Said deficit billing is non-

negotiable and is not subject to waiver or amendment by the Board of Directors of the Consortium.

P. TERMINATION

1. This agreement shall terminate at midnight on December 31, 2016. This agreement may be extended if the parties, having met six months prior to the expiration date, have reviewed the terms and conditions of the Plan in its entirety and agree that the contents are still just and valid. A new termination date will be set at that meeting but is not to exceed 5 years.
2. The Board of Directors shall develop a plan for closing the Plans' affairs in an orderly manner designed to result in timely payment of all benefits six months prior to the termination date listed above but no later than July 31, 2016 unless this agreement has been extended according to paragraph 1 Section P.
3. Upon termination of this Agreement, or the Plan, each Participant shall be responsible for its pro rata share of any Plan deficit or shall be entitled to any pro rata share of surplus that exists, after the affairs of the Plan are closed. No part of any funds of the Plan shall be subject to the claims of general creditors of any Participant until all Plan benefits and other Plan obligations have been satisfied. The Plan's surplus or deficit shall be based on actual expenses. These expenses will be determined one year after the end of the fiscal year in which the agreement or Plan terminates.
4. Any surplus or deficit will include recognition of any claims/expenses incurred at the time of termination, but not yet paid. Such pro rata share shall be based on each Participant's current premium contribution to the Plan as a percentage of the total current premium contributions to the Plan during the period of participation. This percentage amount would then be applied to the surplus or deficit, which exists at the time of termination.

Q. REPRESENTATIONS AND WARRANTIES OF PARTICIPANTS

Each Participant by its approval of the terms and conditions of this Agreement hereby represents and warrants to each of the Participants as follows:

1. The Participant understands and acknowledges that its participation in the Consortium under the terms and conditions of this Agreement is strictly voluntary and may be terminated as set forth herein, at the discretion of the Participant.
2. The Participant understands and acknowledges that the duly authorized decisions of the Board constitute the collective will of each of the signatory municipal corporations as to those matters within the scope of the Agreement.

3. The Participant understands and acknowledges that the decisions of the Board made in the best interests of the collective whole may on occasion temporarily disadvantage one or more of the individual Participants.
4. The Participant represents and warrants that the Designated Board Member understands the terms and conditions of this Agreement and is suitably experienced to understand the principles upon which this Consortium operates.
5. The Participant understands and acknowledges that all Directors, or their authorized representatives, are responsible for attending all scheduled meetings. Provided that the quorum rules are satisfied, non-attendance at any scheduled meeting is deemed acquiescence by the absent Participant to any duly authorized Board approved action at the meeting.
6. The Participant understands and acknowledges that, absent bad faith or fraud, any Participant's vote approving any Board action renders that Board action immune from later challenge by that Participant.

R. RECORDS

All records and documents, including financial records, associated with the operation of the Consortium are the property of the Consortium. Each Participant may request records and documents relative to their participation in the Consortium by providing a written request to the Chairperson and Fiscal Officer. Each request will be responded to in a reasonable time frame and shall include all information which can be legally shared. A copy of requests for data made directly to the Administrator or Insurance Company by any Participant must be delivered to the Consortium's Fiscal Officer at the time of the request.

S. CHANGES TO AGREEMENT

Any change or amendment to this Agreement requires the approval of two-thirds (2/3) of all Participants, whose approval requires a majority vote of the entire Board of Education of the Participant.

T. CONFIDENTIALITY

Nothing contained in this Agreement shall be construed to waive any right that a person possesses covered under the Plan with respect to the confidentiality of medical records and that such rights will only be waived upon the written consent of the covered person.

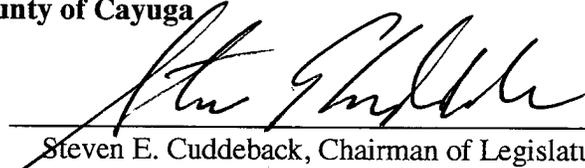
U. APPLICABLE LAW/VENUE

This Agreement shall be construed and enforced in accordance with the Laws of the State of New York. If any litigation arises among the parties, venue shall be in the County of Cayuga, State of New York in a court of competent jurisdiction.

All of the above is established by the signatures below of the authorized representatives of the Participants. Signed counterparts of this Agreement shall be deemed to constitute an executed Agreement in the whole.

Approved as to form:

County of Cayuga

By: 
Steven E. Cuddeback, Chairman of Legislature

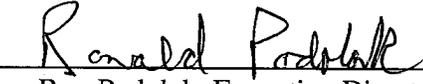
Date: 8/23/12

Cayuga Community College

By: 
John Camardo, Chairman

Date: 8/15/12

Cayuga County Soil and Water Conservation District

By: 
Ron Podolak, Executive Director

Date: 8-8-2012