MEMORANDUM OF UNDERSTANDING REGARDING THE ONE-OHIO REGION THREE ADVISORY COMMITTEE

WHEREAS, the people of the State of Ohio, and particularly Cuyahoga County, have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the pharmaceutical supply chain; and

WHEREAS, the State of Ohio, though its Attorney General, and certain local governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold pharmaceutical supply chain participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance; and

WHEREAS, the State of Ohio, through its Governor and Attorney General, and its local governments share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State of Ohio; and

WHEREAS, Cuyahoga County is a party to a memorandum of understanding among the State of Ohio and other Ohio local governments relating to the allocation and use of the proceeds of settlements resulting from legal or equitable claims against certain entities a part of the pharmaceutical supply chain ("MOU"); and

WHEREAS, Cuyahoga County is designated as Region 3 under the MOU and each region is required by the terms of the MOU to create a governance structure to ensure the communities within the region have input and equitable representation regarding regional decisions, including representation on the Foundation Board and selection of projects to be funded from the region's Regional Share (as defined in the MOU).

NOW, THEREFORE, in consideration of the foregoing premises, the Parties to this MOU hereby agree as follows:

I. **Purpose.** In each of the 19 OneOhio Regions established under the OneOhio Memorandum of Understanding, for the purposes of selecting a representative from the region to serve on the Foundation Board, and making recommendations regarding the selection of projects to be funded from the region's Regional Share, a OneOhio Region Three Advisory Committee ("Committee") is hereby established.

II. **Members.**

A. Composition and Term

1. The OneOhio Region Three Advisory Committee shall be composed of twenty-one (21) members appointed as follows (each, an Appointing Authority):

a. Three (3) appointed by the Cuyahoga County Executive;

b. One (1) appointed by the Cuyahoga County Council President;

c. Two (2) appointed by the Mayor of the City of Cleveland;

d. One (1) appointed by the Cleveland City Council President;

e. One (1) appointed by the Cuyahoga County Prosecutor;

f. Three (3) appointed by the Administrative Judge of the Common Pleas Court, one on behalf of the Common Pleas Court Drug Court, one on behalf of the Common Pleas Court Mental Health Initial Initiative, and one on behalf of the Common Pleas Court Recovery Court;

g. One each appointed by the two (2) most populace cities within the County, as determined by the most recent decennial census, other than the City of Cleveland;

h. Three (3) appointed by the President of the Cuyahoga County Mayors and Managers Association each representing a different Cuyahoga County Community (not including the City of Cleveland or the two (2) most populace cities within the County, as determined by the most recent decennial census, other than the City of Cleveland);

i. One (1) appointed by the Director of The MetroHealth System;

J. One (1) appointed by the Director of St. Vincent Charity Hospital;

k. One (1) appointed by the Director of the Cuyahoga County Alcohol, Drug Addiction and Mental Health Services Board;

l. One (1) appointed by the Executive Director of the Mental Health & Addiction Advocacy Coalition (MHAC); and

m. One (1) appointed by the President of the Cleveland Branch of the National Association for the Advancement of Colored People.

2. Members appointed pursuant to subdivisions a. through f., above, shall serve initial terms of three (3) years and members appointed pursuant to subdivisions g. through m. shall serve initial terms of two (2) years; thereafter, all terms shall be three (3) years.

3. Nothing in this section shall prohibit any initial appointee from being reappointed to a three-year term.

4. If a vacancy occurs, the original Appointing Authority shall appoint a replacement in the same manner as the regular appointment for the unexpired term.

5. Members shall serve without compensation, except for out of pocket expenses, approved by the Committee.

B. **Leadership and Staffing**

1. The Committee shall select a member to serve as Chair and a member to serve as Vice Chair.

2. The Committee shall develop its own rules of procedure, consistent with this section, other County ordinances, and the County Charter; provided that~~:~~

3. The member selected to serve as Chair shall serve in that capacity for a period of three (3) years,

4. The County Executive shall provide staff support as needed.

C. **Removal and Resignation**. Any Committee member may be removed for cause as shall be determined by a two-thirds vote of the Committee. Any Committee member may resign at any time by giving written notice. Any such resignation shall take effect at the date of receipt of such notice or at any later date specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

II. **Agents**.

The Committee may appoint agents who shall have such authority and perform such duties as may be prescribed by the Committee, which may be removed at any time with or without cause, including staff and legal representation.

IV. **Meetings.**

A. Initial Meeting. The Committee shall meet initially for purposes of organizing and electing a Chair and for the purpose of selecting a representative from the region to serve on the Foundation Board., The Committee shall convene the Initial Meeting no later than March, 2022.

B. Regular Meetings. For the purpose of reviewing applications for Projects to be funded from the region's Regional Share and make recommendations to the Foundation regarding Projects to be funded by the Foundation in the region, the Committee shall meet as needed to comply with the Foundation funding cycles, but not less frequently than quarterly.

C. Meetings shall be held either in-person or by authorized communications equipment that allows Committee members to contemporaneously communicate, and shall provide for attendance or electronic/virtual access from the public.

V. **Notices**. The Committee shall establish a reasonable method whereby any person may determine the time and place of all regularly scheduled meetings and the time, place, and purpose of all special meetings.

VI. **Quorum**. ~~M~~embers representing a Majority of the Appointing Authorities shall constitute a quorum for the transaction of business by the Committee. At any meeting at which a quorum is present, the majority of those present may bind the Committee.

VII. **Voting**.

A. Each Committee member shall have one vote on each matter submitted. The act of a majority of the Committee members present at the meeting at which a quorum is present shall be certified.

B. An Appointing Authority-may identify a designee to vote on behalf at any meeting as proxy for any of said Appointing Authority's regularly appointed Committee member; such designation shall be made in writing to the chair not less than 24 hours prior to any meeting.

VIII. **Powers**.

A. The Committee shall not be organized for purposes of directly accepting and disbursing funds from the Foundation.

B. The Committee shall not be organized as a governmental unit or instrumentality of government.

C. The Committee shall establish a process for receiving and reviewing nominations and electing a representative from the region to serve on the Foundation Board.

D. The Committee shall establish a process for receiving and reviewing applications for projects to be funded by the Foundation from the region's Regional Share and make recommendations to the Foundation regarding which Projects the Foundation should fund in the region.

E. The Committee may, from time to time, establish additional policies and procedures in order to carry out the purposes of the Committee.

IX. **Committees**. The Committee may vote to form any such committees or subcommittees as the Committee determines appropriate.

X. **Conflict of Interest.** The Committee shall adopt and follow a conflict-of-interest policy substantially similar to the one attached hereto as Appendix E.

*{Balance of this page intentionally left blank. Signature page follows though **Signatures are On File.**}*

Cuyahoga County Executive ______________________________ Date:	Cuyahoga County Council President ______________________________ Date:
City of Cleveland Mayor ______________________________ Date:	City of Cleveland Council President ______________________________ Date:
Cuyahoga County Prosecutor ______________________________ Date:	Cuyahoga County Administrative Judge ______________________________ Date:
City of Parma ______________________________ Date:	City of Lakewood ______________________________ Date:
Cuyahoga County Mayors and Managers Association Date:	Cuyahoga County Alcohol Drug Addiction & Mental Health Services Board Date:
St. Vincent Charity Hospital Date:	The MetroHealth System Date:
Mental Health and Addiction Advocacy Coalition Date:	Cleveland Branch, National Association for the Advancement of Colored People Date: