

1 **A RESOLUTION OF THE FULTON COUNTY BOARD OF COMMISSIONERS**
2 **AUTHORIZING MEMBERSHIP IN THE ACCG - INTERLOCAL RISK MANAGEMENT**
3 **AGENCY; AND FOR OTHER PURPOSES**

4 **WHEREAS**, Article 9, Section 3, Paragraph 1 of the Constitution of Georgia
5 authorizes counties and other political subdivisions to contract with each other for
6 activities which the contracting parties are authorized by law to undertake; and,

7 **WHEREAS**, Chapter 85 of Title 36 of the Official Code of Georgia Annotated
8 authorizes counties to execute intergovernmental contracts to form, and become
9 members of, an interlocal risk management agency for the purpose of sharing the risks
10 of accident, disability, supplemental medical, general liability, motor vehicle liability,
11 property damage, or any combination of such risks with those of other counties; and,

12 **WHEREAS**, counties within Georgia have found it increasingly difficult to obtain
13 commercial insurance protection, and have found the costs of such protection often
14 exceed the ability of a county to pay; and,

15 **WHEREAS**, counties in Georgia need a stable method for managing their risks to
16 avoid the unpredictable and cyclical nature of the commercial insurance market; and,

17 **WHEREAS**, many Georgia counties do not have sufficient resources to self-insure
18 their risks on an individual basis; and,

19 **WHEREAS**, through the Association County Commissioners of Georgia, Georgia
20 counties have created an intergovernmental risk management agency so that the
21 Georgia counties may insure and/or self-insure their risks; and,

22 **WHEREAS**, the County of Fulton is desirous of becoming a member of the
23 Association County Commissioners of Georgia – Interlocal Risk Management Agency

1 (hereafter referred to as ACCG – IRMA), an interlocal risk management agency formed
2 pursuant to Chapter 85 of Title 36 of the Official Code of Georgia Annotated; and,

3 **WHEREAS**, the governing authority of the County of Fulton has reviewed the
4 intergovernmental contract and the bylaws of ACCG-IRMA and find that the goals of
5 ACCG-IRMA and the obligations imposed upon this county are in accordance with the
6 philosophy and public policy objectives of this community; and,

7 **WHEREAS**, the governing authority of the County of Fulton finds that it is in
8 the best interest of its citizens to become a member of ACCG-IRMA,

9 **NOW, THEREFORE, BE IT RESOLVED**, by the governing authority of the
10 County of Fulton, Georgia:

11 **SECTION 1**

12 The governing authority of the County of Fulton hereby authorizes the County to
13 become a member of ACCG-IRMA and a participant in the following ACCG-IRMA
14 Funds (*check all that apply*):

15 Property and Liability Fund

16 Supplemental Medical, Accident, and Disability Fund(s)

17 Firefighters' Cancer Benefit Fund

18 First Responder PTSD Fund

19 **SECTION 2**

20 The Chairman of the Board of Commissioners of the County of Fulton is
21 authorized to execute on behalf of the County the intergovernmental contract to become
22 a member of ACCG-IRMA. Copies of the intergovernmental contract and the bylaws of
23 ACCG-IRMA are attached to and made part of this resolution as Appendix 1.

24 **SECTION 3**

25 The powers of the ACCG-IRMA, unless the intergovernmental contract and

1 ACCG- IRMA bylaws are amended, shall be limited to those authorized by Chapter 85
2 of Title 36 of the Official Code of Georgia Annotated, and the related Rules and
3 Regulations of the Commissioner of Insurance of the State of Georgia.

4 **SECTION 4**

5 The continuing operations of ACCG-IRMA and the obligation of the County to
6 fully participate in such operations shall be effectuated in accordance with the
7 intergovernmental contract and ACCG-IRMA bylaws.

8 **SECTION 5**

9 The Employee Benefits Manager in the Finance Department is designated as
10 the County’s representative to ACCG-IRMA. The County may change its representative
11 by informing ACCG-IRMA of the change in writing.

12 **SECTION 6**

13 This resolution shall be effective upon its passage and approval.

14
15 Adopted this _____ day of _____ 20_____.

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24 **FULTON COUNTY BOARD OF COMMISSIONERS**

25
26 Sponsored by:
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28 _____
29 Robert L. Pitts
30 Chairman
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ATTEST:

Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

Y. Soo Jo
County Attorney

Intergovernmental Contract

This agreement is made and entered into this _____ day of _____, 20____, by _____ and _____ between the counties who are now or may hereafter become Members of the Association County Commissioners of Georgia - Interlocal Risk Management Agency (hereafter referred to as ACCG - IRMA) for the purpose of creating one or more group self-insurance funds for the management of liability and property damage risks of the Member counties

WHEREAS, Chapter 85 of Title 36 of the Official Code of Georgia Annotated authorizes Georgia counties to form interlocal risk management agencies; and,

WHEREAS, certain counties which are signatories to this contract desire to form such an interlocal risk management agency pursuant to such statute and the rules and regulations of the Commissioner of Insurance of the State of Georgia.

NOW, THEREFORE, IN CONSIDERATION OF the mutual covenants, promises and obligations contained herein, which were given to and accepted by each county becoming a party to this agreement, the parties agree as follows:

PARAGRAPH 1

Establishment of the Association County Commissioners of Georgia - Interlocal Risk Management Agency

Section 1.1

Association County Commissioners of Georgia – Interlocal Risk Management Agency Created.

A county interlocal risk management agency to function as an unincorporated non-profit instrumentality of its Member counties in the manner expressed herein is created. The purpose of this agreement is to jointly exercise powers common to each participating county:

- to establish and administer a risk management service;
- to prevent or lessen the incidence and severity of casualty and property losses occurring in the operation of county government; and

□ to defend and protect, in accordance with this contract and related coverage descriptions, any Member of ACCG - IRMA against liability or loss as stated in such documents. The activities of ACCG - IRMA shall not constitute conduct of an insurance business.

Section 1.2

Preliminary Operations

When two or more counties shall have executed this agreement, the Board of Trustees, as designated in Paragraph 3 of this agreement, shall direct the affairs of ACCG - IRMA. The Executive Director of the Association County Commissioners of Georgia shall be appointed as Manager. The Manager may recommend to the Board of Trustees the appointment of necessary Service Companies, attorneys and agents for operation of ACCG - IRMA. Any county, as defined in Chapter 85 of Title 36 of the Official Code of Georgia Annotated, shall be eligible to apply for membership in ACCG - IRMA.

PARAGRAPH 2

Definitions

Section 2.1 Definitions

In the interpretation of this agreement the following definitions shall apply unless the context requires otherwise:

- (1) “Manager” shall mean the person or agency designated to supervise the administration of ACCG - IRMA and to perform such duties and exercise such powers as shall be specifically designated by the Board.
- (2) “ACCG - IRMA” shall mean the Association County Commissioners of Georgia – Interlocal Risk Management Agency.
- (3) “Board” shall mean the Board of Trustees of ACCG - IRMA.
- (4) “Coverage Description or Description” shall mean the written explanation of general liability, motor vehicle liability, property damage and other claims for which Members are jointly self-insured through a Fund or Funds

(5) “Group Self-Insurance Fund or Fund” shall have the same meaning as defined in Chapter 85 of Title 36 of the Official Code of Georgia Annotated, as amended.

(6) “Member” shall mean a county as defined in Chapter 85 of Title 36 of the Official Code of Georgia Annotated, as amended, participating in ACCG - IRMA in conformity with this contract.

(7) “Service Company” shall mean a person or agency designated to perform claim settlement services, to make a determination of risk factors of Members and applicants for membership, to acquire necessary excess insurance and reinsurance proposals, and to perform other functions in the day to day operation of ACCG - IRMA as directed by the Board or Manager.

PARAGRAPH 3

Board of Trustees

Section 3.1

Initial Board Qualifications

The initial Board shall take office when this agreement shall become effective in accordance with Paragraph I hereof. The initial trustees and their terms of office shall be as specified in the bylaws of ACCG - IRMA.

Section 3.2

Subsequent Board Members

The Board of ACCG - IRMA shall be those persons selected in accordance with the bylaws of ACCG - IRMA.

Section 3.3 Meetings

All meetings of the Board shall be held and conducted in accordance with the bylaws adopted by the Board.

Section 3.4

Liability of Trustees, Officers, or Agents

Trustees, Officers, and agents of ACCG - IRMA shall use ordinary care and reasonable diligence in the exercise of their powers and the performance of their duties. They shall not be liable for any mistakes of judgment or other action made, taken or admitted by them in good faith, nor for any action taken or admitted by any agent, employee, or independent contractor selected with reasonable care, nor for loss incurred through investment of funds or failure to invest. No trustee shall be liable for any action taken or admitted by any other trustee. No trustee shall be required to give a bond or other security to guarantee the faithful performance of the duties hereunder except as may be required by the rules and regulations of the Georgia Commissioner of Insurance. ACCG - IRMA shall defend and hold harmless any officer or agent for actions taken by trustees or performed by the officers, agents or employees within the scope of their authority for ACCG - IRMA. ACCG - IRMA may purchase insurance providing such coverage for trustees, officers, agents or employees.

PARAGRAPH 4

Board Powers and Duties

The Board, in addition to other powers and duties conferred or imposed on it by law, is authorized in the name of ACCG - IRMA to exercise the powers enumerated in Article VII of the bylaws and do all the acts necessary or incidental in performing and accomplishing the purposes set forth in this agreement and in the bylaws of the ACCG - IRMA.

PARAGRAPH 5

Membership

Section 5.1 Membership

The initial membership of ACCG - IRMA shall consist of those counties who have executed this agreement, or its counterpart, by the duly constituted chief executive officer acting upon the resolutions of the governing authorities of the counties and which have paid the prescribed contributions pursuant to the provisions of this agreement. Initial and additional Members may be admitted upon approval of the Manager in accordance with policies established by the Board, upon their execution of this agreement, or its counterpart, and by payment of prescribed contributions.

Every Member agrees to the admission of additional Members in accordance with the provisions of this paragraph.

Section 5.2

Member Representatives

Each Member shall designate a representative to ACCG - IRMA by action of its governing body. The representative shall be responsible to the Member for implementation of all loss control measures and for execution of the duties imposed on the Members by this agreement and the bylaws established hereunder.

Section 5.3

Withdrawal

(1) Each Member shall continue its membership for a minimum period of two complete ACCG - IRMA fiscal years following its admission to ACCG - IRMA or, in the case of initial Members, from the date of activation of ACCG - IRMA. Effective upon the conclusion of such period, or effective at the end of any subsequent fiscal year, a Member may withdraw on ninety days advance written notice to ACCG - IRMA. A Member withdrawing shall have no right to the reserves on any claims maintained by ACCG - IRMA in the operation of a Group Self-Insurance Fund. ACCG - IRMA shall continue servicing of any covered claim of the Member after the withdrawal of the Member.

(2) At the conclusion of a Member's second full fiscal year membership, all membership shall be on a year-to-year basis. Effective at the end of any fiscal year, ACCG - IRMA may, on ninety days advance notice to a Member, determine not to renew a Member's membership in ACCG - IRMA or the Member's participation in any Fund.

(3) Any Member failing to make payments required by Paragraph 6 of this agreement when due shall, upon proper notice, be immediately suspended from membership and the Member's coverage under any Fund and benefits hereunder shall immediately cease. If the Member shall subsequently submit the delinquent payment along with such penalties or interest that may be

established by the Board, the Manager may reinstitute each membership in accordance with Board policy.

(4) Terminated Members shall remain liable for assessments for any fiscal year in which they were Members; provided, however, that Members involuntarily terminated for failure to pay a contribution or assessment when due, or for failure to otherwise discharge its obligations to a Fund or to otherwise discharge its obligations to a Fund or to ACCG - IRMA when due, shall be entitled to a refund of the unearned premium paid by the Member, calculated on a pro-rate basis, within 15 days of the notice of termination (unless delayed by an audit or rate investigation).

Section 5.4

Membership Review and Termination

A Member may be involuntarily terminated for causes other than non-payment of contributions as provided in the bylaws.

PARAGRAPH 6

Obligations of Members

Section 6.1 Member Obligation

Members of the ACCG - IRMA agree to be obligated as follows:

- (1) To participate at all times in at least one Fund which is established by the Board.
- (2) To pay all contributions, assessments or other sums due to such times and in such amounts as shall be established by the Board.
- (3) To select a person to serve as a Member representative.
- (4) To allow the Board, and its agents, reasonable access to all facilities of the Member and all records, including but not limited to financial records, which relate to the purposes of ACCG - IRMA.

- (5) To allow attorneys appointed by ACCG - IRMA to represent the Member in investigation, settlement discussions and all levels of litigation arising out of any claim made against a Member within the scope of loss protection furnished by the Fund or Funds established by ACCG - IRMA.
- (6) To assist and cooperate in the defense and settlement of claims against a Member.
- (7) To furnish full cooperation to ACCG - IRMA's attorneys, claims adjusters, Service companies, and any agent, employee, officer or independent contractor of ACCG - IRMA relating to the purposes of ACCG - IRMA.
- (8) To follow all loss reduction and prevention procedures established by ACCG - IRMA.
- (9) To furnish ACCG - IRMA such budget, operating and underwriting information as may be requested by the Board.
- (10) To report as promptly as possible, and in accordance with any Coverage Descriptions issued, all incidents which could result in ACCG - IRMA or any Fund established by ACCG - IRMA being required to pay a claim or claims for loss or injuries to county property or injuries to persons or property when such loss or injury is within the scope of the protection of a Fund or Funds in which the Member participates.

Section 6.2

Optional Defense of Fund Member

A Member may hire co-defense counsel, at the Member's expense, to assist in the defense of claims; provided however; the attorney selected by ACCG - IRMA to defend the claim shall be lead counsel in all matters.

Section 6.3

Contractual Obligation

This agreement shall constitute a contract among the Members of ACCG - IRMA. The obligations and responsibilities of the Members set forth herein include the obligation to take no action, inconsistent with this agreement as originally written or validly amended, which shall remain a continuing obligation and responsibility of the Member. This agreement may be executed in

duplicate originals and the agreement of a count thereto shall be evidenced by a signed copy of a resolution adopted by its governing authority authorizing an appropriate official of the county to execute the agreement on behalf of the county. The contracting parties intend to create a risk management agency for group self-insurance purposes only within the scope of this agreement. ACCG - IRMA's bylaws and related Coverage Descriptions. Nothing contained herein shall be deemed to create any relationship of surety, indemnification or responsibility between an individual Member for the debts or claims against any other individual Member. In accordance with Sections 36-85-9 and 36-85- 15 of the Official Code of Georgia Annotated, each Member shall be jointly and severally liable for all legal obligations of any Fund and assessments may be required to meet any financial deficiencies of ACCG - IRMA or of any Fund.

PARAGRAPH 7

Amendments to Contract

Section 7.1

Amendments

This agreement may be amended by consent of the Members. A change or modification to this agreement may be agreed to by a vote of Members under such rules and procedures as the Board shall prescribe. Such vote may be conducted at a meeting of Members or may be conducted by mail. Any change or modification agreed to by a majority of the Members shall become effective immediately or at such future time, as the amendment shall provide. Any Member not exercising its right of withdrawal within thirty days after notice of the change or amendment shall be deemed to have consented to such a change or amendment. Any Member not consenting to such a change or amendment, may, at its option, withdraw and shall be entitled to a refund of any contributions made on account of the current fiscal year in proportion to the time remaining in the fiscal year period.

PARAGRAPH 8

Audits and Financial Reports

Section 8.1

Annual Report

Each Fund established by ACCG - IRMA shall have an annual audit of its books and accounts performed by a certified public accountant. The Board shall provide to the Members an annual report of the financial affairs of ACCG - IRMA and of each Fund maintained by ACCG - IRMA.

PARAGRAPH 9

Operation of Group Self-insurance Funds

Section 9.1

Loss Protection

ACCG - IRMA will provide loss protection to each Member participating in a Fund as provided in the Coverage Description for the Fund.

Section 9.2

Coverage Descriptions

The Board may develop and issue self-insurance Coverage Descriptions for Funds as it deems necessary and advisable. The limits of loss protection, scope of loss protection, amount of loss retention and Member contributions into a Fund shall be determined by the Coverage Description for the Fund. The Board may amend the Coverage Description or Descriptions from time to time as it deems advisable. Such amended Coverage Descriptions shall be effective for ACCG - IRMA in subsequent fiscal years.

The foregoing Intergovernmental Contract is entered into on behalf of the County this _____ day of _____, 20 _____, by the duly authorized officer whose signature appears below.

FULTON COUNTY, GEORGIA

By: _____
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Tonya R. Grier
Clerk to the Commission

APPROVED AS TO FORM

Office of the County Attorney

BYLAWS OF THE ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA
INTERLOCAL RISK MANAGEMENT AGENCY

Revised and Adopted April 29, 2022 and

Effective July 1, 2022

TABLE OF CONTENTS

<u>Article</u>		<u>Page</u>
I	NAME AND LOCATION	1
II	ELIGIBILITY	1
III	BOARD OF TRUSTEES	1
IV	ADMINISTRATION	4
V	MEETINGS.....	4
VI	FISCAL YEAR	5
VII	POWERS AND DUTIES	5
VIII	DIVIDENDS AND ASSESSMENTS	8
IX	MEMBERSHIP TERMINATION.....	8
X	ESTABLISHMENT OF FUNDS	9
XI	TERMINATION OF AGENCY OR IRMA FUNDS	9
XII	AMENDMENTS.....	10

BYLAWS OF THE ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA
INTERLOCAL RISK MANAGEMENT AGENCY

Revised and Adopted April 29, 2022 and

Effective July 1, 2022

ARTICLE I

NAME AND LOCATION

Section 1. The name of this organization shall be the Association County Commissioners of Georgia – Interlocal Risk Management Agency (hereinafter referred to as “ACCG-IRMA”). In October, 1987, ACCG-IRMA was established by an intergovernmental contract among founding Georgia counties in accordance with O.C.G.A. § 36-85-1, et seq. (hereafter referred to as the “Statute”).

Section 2. The principal office of ACCG-IRMA is located at 191 Peachtree Street NE, Suite 700, Atlanta, Georgia 30303.

Section 3. Other offices for the transaction of business may be established as the Board of Trustees (hereinafter referred to as the “Board”) may determine.

Section 4. These Bylaws are adopted pursuant to the Statute, the rules and regulations of the Commissioner of Insurance of the State of Georgia (hereinafter referred to as “Commissioner”) and the Intergovernmental Contract creating ACCG-IRMA (hereinafter referred to as the “Intergovernmental Contract”).

ARTICLE II

ELIGIBILITY

Section 1. In order to be eligible for membership in ACCG-IRMA, an entity must be a county as defined in the Statute (hereinafter referred to as “County”). A County may become a member once it has taken all actions required by the Statute, the rules and regulations of the Commissioner, and the Intergovernmental Contract to join ACCG-IRMA and has been approved by ACCG-IRMA through its administrator as defined by the

Statute (hereinafter referred to as “Administrator”). Approved Counties are hereinafter called “Members” in these Bylaws.

ARTICLE III

BOARD OF TRUSTEES

Section 1. The operation, business and property of ACCG-IRMA shall be the responsibility of the Board, which shall consist of seven (7) trustees (hereinafter called “Trustees”).

Section 2. Trustees shall be elected by the Board of Managers of the Association County Commissioners of Georgia (hereinafter “ACCG”) subject to the qualifications contained in Section 3 below and in accordance with the terms set forth in Section 4.

Section 3. All Trustees shall be currently-serving elected or appointed officials of Members in good standing with ACCG-IRMA and ACCG. Membership on the Board is also contingent upon approval as set forth in the rules and regulations of the Commissioner. No Trustee shall be an owner, officer or employee of the Administrator or a service provider designated by the Board or the Administrator to perform services on behalf of ACCG-IRMA; provided, however, that the Chair of the Board may serve on the ACCG Board of Managers in accordance with the bylaws of such Board of Managers.

Section 4. The term of office for Trustees shall be as follows:

- The term of office for Trustee positions to be designated as Posts 1, 2, and 3 shall expire on December 31, 2024;
- The term of office for Trustee positions to be designated as Posts 4 and 5 shall expire on December 31, 2022; and
- The term of office for Trustee positions to be designated as Posts 6 and 7 shall expire on December 31, 2023.

Following expiration of each of the above terms, the term of office for each Trustee position shall be three years. Each Trustee shall serve until expiration of his or her

current term and until his or her successor shall have taken office, or (1) until he or she no longer meets the qualifications for membership on the Board set forth in Section 3 of this Article, (2) until his or her earlier death, (3) until his or her earlier resignation from the Board in accordance with Section 6 of this Article, or (4) with the exception of the Chair in accordance with Section 3 of this Article, until he or she becomes a member of the ACCG Board of Managers.

Section 5. At its first regularly scheduled meeting after January 1st of each year, the Board shall elect from its membership a Chair and Vice Chair, who each shall serve in that capacity until the following December 31st and until a successor Chair or Vice Chair is elected in accordance with this Section. In the event the current Chair or Vice Chair ceases to be a Trustee for any reason, the Board shall elect a successor Chair or Vice Chair to fill the remaining term. The Executive Director of ACCG shall serve as Secretary/Treasurer of ACCG-IRMA. The Secretary/Treasurer shall not have the powers of a Trustee. The Chair, or in his or her absence the Vice Chair, shall preside at all meetings of the Board and is authorized to execute all documents on behalf of ACCG-IRMA, except as hereinafter delegated to the Secretary/Treasurer or the Administrator. The minutes of the meetings of the Board shall be kept by or under the direction of the Secretary/Treasurer. The Secretary/Treasurer shall execute contracts with service providers performing services directly to ACCG-IRMA (except for contracts with ACCG) after such service providers have been approved by the Board.

Section 6. A Trustee may resign and be discharged from further responsibilities of the office by giving at least sixty (60) days prior written notice to the Chair of the Board or, in the event the resigning Trustee is the current Chair, to the Vice Chair. Such notice shall set forth the date that the resignation shall take effect, which shall be the effective date of the resignation; provided, however, that if a successor Trustee has been duly elected to take office at an earlier date, the resignation of the resigning Trustee shall take effect immediately upon the effective date of the election of a successor Trustee. Upon leaving office, any Trustee shall forthwith deliver to the Chair, at the principal office of ACCG-IRMA, all records and other property of ACCG-IRMA in his or her possession or under his or her control.

Section 7. A Trustee may be removed for good cause upon a proper showing of misfeasance or malfeasance of office or upon a proper showing that the continued service in office by the Trustee would be detrimental to the best interests of ACCG-IRMA. Removal for cause shall be by the Board of Managers upon recommendation by the Chair (or by the Vice Chair if the Trustee being removed is the Chair) and confirmation by the Board of Trustees by affirmative vote of not less than two thirds (2/3) of the Trustees then in office. The vote for the removal shall be held at a regular or special meeting of the Board. The notice for such meeting shall state the reasons for removal. The effective date of the removal for cause of a Trustee shall be the date upon which notice of removal shall be sent to him or her, by registered mail, by the Board of Managers.

Section 8. Any vacancies occurring on the Board shall be filled as provided in this Article for election of Trustees. A Trustee elected to fill a vacancy shall hold office for the current term and until his or her successor shall take office, or (1) until he or she no longer meets the qualifications for membership on the Board set forth in Section 3 of this Article, (2) until his or her earlier death, (3) until his or her earlier resignation from the Board in accordance with Section 6 of this Article, or (4) with the exception of the Chair in accordance with Section 3 of this Article, until he or she becomes a member of the ACCG Board of Managers.

Section 9. Provided that a quorum shall be present, the Trustees then in office shall have all of the powers, rights and interests of the Board and shall be charged with its duties; provided, however, that a Trustee shall abstain from voting and shall not be considered as constituting a part of a quorum where a vote affecting his or her personal interest may be involved.

Notwithstanding the prior sentence, a Trustee that is the subject of a removal recommendation under Section 7 of this Article shall be entitled to vote on such proposed removal. The quorum for the transaction of business in any regular or special meeting of the Board shall consist of a majority of the Trustees then in office and participating in a meeting in the manner set forth in Article V, Sections 1 and 2, respectively. Except for matters as to which these Bylaws require a supermajority or unanimous vote, the affirmative vote of a majority of a quorum shall be necessary for any official action.

Section 10. The Chair of the Board shall ensure that 1) an annual report including a summary of the financial affairs of ACCG-IRMA is provided to the Members and 2) the annual audit of ACCG-IRMA is made available to the Members.

Section 11. In order to carry out its powers and duties, the Board may establish such standing and special committees as the Board deems necessary or desirable. With the exception of the Executive Committee created by Section 13 of this Article, the Chair shall appoint the members of such committees. Each special committee shall be deemed dissolved upon providing its written or oral report to the Board.

Section 12. Trustees may be reimbursed for actual expenses incurred in the pursuit of ACCG- IRMA business and may receive a per diem allowance as may be established by the Board for attendance at Board and committee meetings.

Section 13. The Chair, Vice Chair and one Trustee appointed by the Chair shall constitute the Executive Committee of ACCG-IRMA. The Chair shall act as chair of the Executive Committee. The Executive Committee shall have the authority to direct the activities of ACCG-IRMA between meetings of the Board and may be delegated such other responsibilities and powers as the Board may determine.

ARTICLE IV

ADMINISTRATION

Section 1. Overall administration and supervision of ACCG-IRMA shall be carried out by ACCG as Administrator. The Administrator shall perform such duties and exercise such powers as authorized by the Board in the proper administration of ACCG-IRMA and as set forth by contract between ACCG-IRMA and the Administrator. Administrator's services shall include serving as attorney-in-fact and performing directly or contracting with service providers to perform other types of administration for ACCG-IRMA, including certain claims administration services, risk management services, and general administration.

The Executive Director of ACCG shall serve as Manager of ACCG-IRMA and shall perform such duties and exercise such powers as shall be authorized by the Board in the proper administration of ACCG-IRMA.

ARTICLE V

MEETINGS

Section 1. Regular meetings of the Board shall be held at least two (2) times per calendar year, on such dates and at such places as determined by the Board. Regular meetings may be held by a quorum (as defined in Article III, Section 9) of Trustees present in person or by means of a teleconference or other electronic format in which the Trustees have simultaneous access to the meeting. Notwithstanding the above sentence, a Trustee may designate, in writing, an individual who is not a Trustee to serve as his or her proxy at a specific meeting, in which event the proxy's presence in person or by teleconference shall count solely for purposes of establishing a quorum; such proxy shall not have voting rights. The Secretary/Treasurer, either directly or through his or her designee, shall furnish each Trustee notice of the time, date and place of such meetings at least ten (10) days prior to the date of such meetings.

Section 2. Special meetings of the Board may be called by (1) the Chair, (2) by the Vice Chair in the event that the Chair is incapacitated or otherwise unable to perform the duties of Chair, or (3) by any three Trustees. A quorum for special meetings shall be established in the same manner as for regular meetings as described in Section 1 of this Article. The Secretary/Treasurer, either directly or through his or her designee, shall furnish each Trustee notice of the time, date and place of such meetings at least ten (10) days prior to the date of such meetings. By unanimous consent of the Trustees, special meetings of the Board may be held without notice at any time and place. A Trustee's attendance at or participation in a special meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place, time, location and manner in which it was called. All notices of special meetings of the Board shall state the purpose thereof.

Section 3. Actions may be taken by the Board outside of a regular or special meeting in accordance with this Section so long as all Trustees, severally or collectively, consent in writing, through electronic means or by telephone poll to a proposed action. Such action is valid as though it had been authorized at a meeting of the Board, so long as any official action is subsequently recorded in the minutes of the Board.

Section 4. Meetings of the Executive Committee may be called by the Chair, or by the Vice Chair in the event that the Chair is incapacitated or otherwise unable to perform the duties of Chair. The quorum for meetings of the Executive Committee shall be its entire membership, present in person or by means of a teleconference or other electronic format in which the members of the Executive Committee have simultaneous access to the meeting. Actions taken by the Executive Committee pursuant to its authority under Article III, Section 13 of these Bylaws shall require the unanimous vote of the Committee's membership and shall be subsequently recorded in the minutes of the Board.

ARTICLE VI

FISCAL YEAR

Section 1. ACCG-IRMA shall operate on a fiscal year from July 1 to June 30.

ARTICLE VII

POWERS AND DUTIES

Section 1. The Board, in addition to other powers herein conferred or authorized by the Statute, the rules and regulations of the Commissioner, or by the Intergovernmental Contract creating ACCG-IRMA, shall have the following powers, all of which shall be exercised in accordance with these Bylaws, the Statute, the rules and regulations of the Commissioner, and the Intergovernmental Contract:

- A. To provide general oversight of the operations of ACCG-IRMA;
- B. To enter into contracts with ACCG as Administrator and for other services;

- C. To enter into contracts for services directly provided to ACCG-IRMA by service providers other than the Administrator;
- D. To incur debts, liabilities and obligations;
- E. To acquire, hold, encumber or dispose of real and personal property;
- F. To sue or be sued in its own name, and take all measures necessary or desirable in the prosecution or defense of claims;
- G. To provide for the collection of contributions and assessments from Members;
- H. To establish and arrange for the administration of a group self-insurance fund or a fund as defined in the Statute (hereinafter referred to as "Fund") as the Board deems advisable;
- I. To pay authorized losses on behalf on ACCG-IRMA Members participating in a Fund or Funds;
- J. To establish the method for rating and risks of individual Members and adopt underwriting guidelines that describe requirements for admission and continued participation of Members;
- K. To establish and arrange for risk management services to advise and educate Members in loss control and risk reduction;
- L. To establish and arrange for claims administration services, including but not limited to defense and settlement of claims;
- M. To contract for insurance, reinsurance and/or excess insurance with the advice of the Administrator, and to establish such other excess loss funding program as the Board deems necessary to protect the interest of the Members of ACCG-IRMA;
- N. To employ legal counsel, accountants, and such other professional service providers as it deems necessary;

- O. To engage investment consultants, custodians, actuaries, auditors, and investment managers for ACCG-IRMA as the Board deems advisable;
- P. To adopt rules and general policies necessary or desirable for the efficient operation of ACCG-IRMA, which shall be followed by all committees, officers, agents and independent contractors providing services for ACCG-IRMA;
- Q. To invest and reinvest contributions of Members in accordance with policies established by the Board;
- R. To adopt such other rules and regulations as the Board may deem desirable in the operation of ACCG-IRMA;
- S. To terminate the membership of any Member in accordance with the procedures set forth in the Intergovernmental Contract, these Bylaws, and the rules and regulations of the Commissioner;
- T. To establish the basis and the procedure for assessment of Members in the event of a financial deficiency of ACCG-IRMA or of a Fund;
- U. To provide for policies relating to collection of contributions, discounts on contributions, methods of payment, distribution of surplus funds to Members, assessments and other policies concerning the operation of ACCG-IRMA;
- V. To exercise all powers of a Fund as set forth in the Statute and implementing rules and regulations of the Commissioner, as the same may be amended from time to time; and
- W. To take such actions as the Board deems necessary or convenient in accomplishing the purpose of ACCG-IRMA

Section 2. The Board, in addition to other duties imposed by law or by the Intergovernmental Contract creating ACCG-IRMA, shall have the following duties:

- A. To adopt an annual budget for each fiscal year of ACCG-IRMA;

- B. To make provisions for proper accounting and reporting procedures of the nature of the claims arising within their jurisdiction, the manner in which these claims are being processed, and the impact of the claims upon ACCG-IRMA;
- C. To provide for an annual audit of the accounts and records of ACCG-IRMA prepared by a certified public accountant in accordance with the Statute and an annual actuarial report to determine reserve adequacy;
- D. To establish and maintain such accounts as the Board shall deem necessary or proper;
- E. To retain control of all monies collected for ACCG-IRMA and to deposit all funds of any type in an account or accounts established by the Board or its designee;
- F. To require the Administrator to ensure that all Member contributions received shall be remitted timely to the appropriate depository bank or banks for deposit, in the proper proportion to guarantee that the contributions to a Fund or Funds required from such contributions is made;
- G. To arrange for the investment of money received by ACCG-IRMA so as to keep the same invested at a favorable rate of return for the benefit of the Members of ACCG-IRMA;
- H. To take such actions as may be necessary to remain in compliance with the Statute and the rules and regulations of the Commissioner; and
- I. To ensure that the records for each fiscal year shall be maintained separately for accounting purposes for the benefit of the Members of ACCG-IRMA active during the fiscal year;
- J. To approve the coverage description(s) and any amendments for Funds as the Board deems necessary and as advisable; and
- K. To approve revisions to the Intergovernmental Contract when appropriate or necessary and submit the revisions to the Membership for approval.

ARTICLE VIII

DIVIDENDS AND ASSESSMENTS

Section 1. Contributions and other income in excess of claims, administrative expenses, and appropriate reserves may be returned or credited to Members of a Fund or Funds from time to time, in such amounts and proportions as the Board, in its discretion, may determine as proper. Such credits or return of surplus contributions and other income shall be subject to any necessary authorization or approval by the Commissioner. No surplus accumulations shall be returned if such payment would impair the stability or security of a Fund or of ACCG-IRMA. Any former Member who has withdrawn at the time of a distribution shall be barred from receiving any portion of the distribution.

Section 2. The Board may establish the method for collection of any assessments of Members which become necessary to meet any financial deficiency of ACCG-IRMA or of any Fund, subject to the approval of the Commissioner.

ARTICLE IX

MEMBERSHIP TERMINATION

Section 1. A Member may be involuntarily terminated as a Member of ACCG-IRMA by the Board for:

- A. Failure to timely pay its contribution, assessment, or otherwise to discharge its financial obligations to ACCG-IRMA when due;
- B. Failure to timely report, to the Administrator or designated service provider, accidents or other incidents which might involve indemnifications from or claims against ACCG-IRMA or from a Fund established by ACCG-IRMA;
- C. Failure to comply with the loss control and written management recommendations of ACCG-IRMA or ACCG-IRMA's Administrator, representatives, or agents;

D. Failure to comply with any requirements contained within a coverage description of a Fund in which the Member participates;

E. Excessive losses; or

F. Failure to comply with the Statute or other applicable laws, the rules and regulations of the Commissioner, the Intergovernmental Contract establishing ACCG-IRMA, or these Bylaws.

Section 2. Termination for failure to pay a contribution or assessment when due, or for failure to otherwise discharge its obligations to a Fund or to ACCG-IRMA when due, shall be accomplished by written notice stating the date and time the termination will be effective, which shall not be less than fifteen (15) days from the date of notice in accordance with the rules and regulations of the Commissioner.

Involuntary terminations for any other cause shall require forty-five (45) days advance written notice in accordance with the rules and regulations of the Commissioner.

Section 3. The Commissioner shall be furnished a copy of any termination notice forwarded to a Member.

Section 4. Upon request, ACCG-IRMA will provide any terminated Member the data reasonably necessary for transition to a replacement insurer.

Section 5. Reinstatement shall be upon such terms as the Board may impose, including, but not limited to, a requirement that not more than one year's contributions be paid in advance.

ARTICLE X

ESTABLISHMENT OF FUNDS

Section 1. The Board shall establish a Fund or Funds comprised of public monies from contributions of Members in order to pool and jointly self-insure, or otherwise provide coverage for, the risks of accident, disability, supplemental medical, general liability, motor vehicle liability, property damage, or any combinations of such risks.

Section 2. The Board shall establish a schedule of Member contributions which shall annually produce a sum of money necessary to pay the administrative expenses of ACCG-IRMA, to create adequate loss reserves for each Fund, and to meet any capital or surplus requirements. Each Member's contribution shall be determined in accordance with the method established by the Board.

ARTICLE XI

TERMINATION OF AGENCY OR IRMA FUNDS

Section 1. ACCG-IRMA shall cease its activities upon affirmative vote of not less than two thirds (2/3) of the Trustees requiring such cessation, with advance approval of the Commissioner if required by law. The Board may also terminate the existence of any Fund or Funds it has established by a majority vote of the Board, provided that such termination is in compliance with the Statute and the rules and regulations of the Commissioner. To the extent of money remaining in a terminated Fund, however, ACCG-IRMA shall continue to pay Members' claims and losses incurred prior to the date of a Fund's termination until the money in the terminated Fund is exhausted. In the event that revenues remain in a terminated Fund after payment of all claims, losses and other expenses, the Board may determine the method for calculating refunds to those Members who were Members at the time the Fund ceased its activities. The Board shall determine the method that shall be used for the sale and distribution of proceeds in the event that there should be any property, real or personal, belonging to ACCG-IRMA at its termination. In the event of ACCG-IRMA's termination, the Board shall continue to meet for such period of time and with such frequency as may be necessary to wind down the affairs of ACCG-IRMA. The Board shall be authorized to sell, transfer, or otherwise assign the processing and payment of claims to a third party in the event of termination of ACCG-IRMA or in the event of termination of a Fund.

ARTICLE XII

AMENDMENTS

Section 1. Amendments to these Bylaws may be made at any regular or special meeting of the Board by the affirmative vote of two-thirds (2/3) of the Trustees then in office, subject to approval by the ACCG Board of Managers.

[end]