

JOINT POWERS SUBSCRIBER AGREEMENT

Idaho Counties Risk Management Program, Underwriters

This *JPA* is entered into pursuant to Idaho Code, Sections 67-2326 through 67-2333, by political subdivisions of the state of Idaho as defined by the Idaho Tort Claims Act, as subscribers to counterparts of this *JPA*, for the purpose of operating a separate legal entity to be known and designated as the Idaho Counties Risk Management Program, Underwriters, hereinafter referred to as “*ICRMP*”. *ICRMP* is a reciprocal insurer organized under Idaho Code, Title 41, Chapter 29.

It is agreed among the *members* of *ICRMP*, all of which have accepted this *JPA* or a prior counterpart, that by virtue of accepting the terms of this version of the Joint Powers Subscriber Agreement, hereinafter referred to as “*JPA*”, by approving a prior counterpart and subsequently renewing participation after changes to a prior counterpart have been implemented by the Board of Trustees or by paying a premium of insurance as billed, as follows:

Whereas political subdivisions of the State of Idaho have the authority to purchase liability insurance for themselves and their employees pursuant to Idaho Code § 6-923 and to contract for property and other insurance coverage as they deem necessary or proper pursuant to Idaho Code § 67-2328; and

Whereas it is to the mutual benefit of political subdivisions to join together to establish the legal entity created by this *JPA* to accomplish the purposes hereinafter set forth; and

Whereas the laws of the State of Idaho authorize the formation of what has been classified as a reciprocal insurer by political subdivisions without abrogating any privileges or immunities accorded to them by law; and

It is agreed in consideration of the mutual advantages, obligations and benefits to each political subdivision and the mutual covenants herein contained, the members of *ICRMP*, with the consent and concurrence of the subscribing political subdivision:

ARTICLE I. DEFINITIONS.

As used in this *JPA*, the following terms shall have the respective meanings hereinafter set forth:

- (1) ***Board***. The Board of Trustees of *ICRMP*, which shall serve as the Subscribers’ Advisory Committee, as such is required by Idaho Code Title 41, Chapter 29.
- (2) ***Executive Director***. The person designated by the ***Board*** to exercise the authority and to fulfill the duties of the chief administrative officer of *ICRMP*.
- (3) ***ICRMP***. The Idaho Counties Risk Management Program, Underwriters, a pooled insurance and risk management program established pursuant to the statutes of this state as an

independent Idaho governmental entity and licensed as a reciprocal insurer pursuant to Idaho Code Title 41, Chapter 29.

- (4) **JPA.** This agreement more formally known as the Joint Powers Subscriber Agreement, wherein political subdivisions agree to participate in the insurance and related risk management offerings as a result of that insurance of **ICRMP** as set forth by the **Board**.
- (5) **Members.** The political subdivisions, which qualify and agree to the terms of this **JPA** or such **JPA** as revised upon approval by the **Board** from time to time.

ARTICLE II. ESTABLISHMENT, PURPOSE, FINANCING AND DURATION OF ICRMP.

This **JPA** is intended to continue the organization and operation of **ICRMP** into future years upon the foundation laid by prior joint powers agreements. This **JPA** supersedes all prior **ICRMP JPAs** and will become effective for all **members** on the date identified in the footer of this version of the **JPA** upon acceptance of the tender of continued participation offered during the annual renewal process in which a policy of insurance is issued. Changes to the **JPA** are deemed accepted either by express action by the governing board or by renewing participation in **ICRMP** by paying the determined premium for the policy of insurance issued for a succeeding year.

- (1) It is the intent of the **members** of **ICRMP** to create a separate entity of unlimited duration that will administer an insurance and related risk management program and use funds paid by **members** to defend and indemnify, in accordance with this **JPA** and issued policy(ies) of insurance, any **ICRMP members** against liability or loss as described in the issued policy of insurance, up to the limits of the policy of insurance issued by or procured through **ICRMP**.
- (2) All income and assets of **ICRMP** shall be at all times dedicated to the ultimate benefit of its **members** in matters of insurance and related risk management programs, inclusive of matters not directly addressed by **ICRMP** issued policies.
- (3) It is the intent of the **members** that **ICRMP members** share the costs of insurance and related risk management obligations which the **members** desire to implement.
- (4) Participation in **ICRMP** shall be comprised of those political subdivisions that have approved this **JPA** or one of its prior iterations and that have agreed to pay the required premium for the issued policy of insurance. **Members** agree to the admission of future **members** in accordance with provisions of the current **JPA** and acknowledge that they shall have no right to object to the addition of such **members**. The **Board**, or the **Executive Director**, as delegated by the **Board**, is authorized to attach conditions to entry into **ICRMP** membership or to maintenance of membership in **ICRMP** in the interest of protecting the shared interests of participating **members**. Such conditions may include premium surcharges, coverage limitations, reductions of limits or other methods designed to reduce risk exposure or to protect the shared interests of other **ICRMP members**.

ARTICLE III. ATTORNEY-IN-FACT POWERS, EXPENSES AND DUTIES.

- (1) To the extent required by Idaho Code Title 41, Chapter 29, and not inconsistent with applicable constitutional and statutory obligations and prerogatives, *member* hereby appoints *ICRMP*, as its Attorney-in-Fact empowered to take all actions and execute all documents which are necessary or appropriate in carrying on the business of insurance through *ICRMP* on behalf of *member*.
- (2) *Member* agrees that the *Board* of *ICRMP* may delegate powers to an *Executive Director* in accordance with this *JPA*. The *Executive Director's* obligations and liability shall be limited by the terms and conditions of *ICRMP's JPA* and by the Idaho Tort Claims Act. The *Executive Director* appointed by the *Board* is hereby empowered by the undersigned to accept service of process on behalf of *ICRMP*. Such authorization does not supersede the procedural requirements of this *JPA*. The general services to be performed by the *Executive Director* shall include, but not be limited to:
 - (a) issuing, underwriting and servicing policies of insurance;
 - (b) contracting with agents for sale and servicing of policies of insurance;
 - (c) executing treaties of reinsurance or contracts of excess insurance;
 - (d) providing risk management services and administering programs to diminish claims for damages; and
 - (e) supervising the investment policy of *ICRMP*.
- (3) The general items of expense to be paid by *ICRMP* shall include, but not be limited to:
 - (a) losses and claims payments;
 - (b) allocable claims expense;
 - (c) governmental charges, license fees, and lawful taxes;
 - (d) expenses incurred in auditing *ICRMP's* books and records;
 - (e) premium amount collection costs;
 - (f) *Board* expenses;
 - (g) premiums on reinsurance and excess insurance;
 - (h) fees of investment counsel and direct investment expense;
 - (i) salaries and expenses of officers and employees of *ICRMP*;
 - (j) disbursement of dividends;
 - (k) special expenses authorized by the *Board* of *ICRMP*;
 - (l) broker and producer commissions;
 - (m) indemnity insurance premiums;
 - (n) office expenses;
 - (o) actuarial, auditing, legal, risk management and loss prevention expenses, and
 - (p) awarding grants to *members*.
- (4) The Power of Attorney conveyed herein shall expire upon termination of all obligations of *ICRMP*. The liability of each *member* for the obligations of *ICRMP* shall be an individual, several and proportionate liability and not a joint liability. The liability of each *member* shall be limited as stated in this *JPA* provided, however, that in no event shall any *member* be

required to contribute more than the amount authorized by applicable state statutes and constitutional provisions pursuant to which **ICRMP** is established.

ARTICLE IV. SCOPE OF POLICY OF INSURANCE.

- (1) In accordance with Idaho Code § 41-2921, **member** acknowledges that its policy of insurance transfers risk of loss from the **member** to **ICRMP** subject to the terms, conditions and exclusions addressed by its issued policy of insurance.
- (2) **Member** acknowledges that not all risks are insurable and that any excluded risks or claims will not be transferred to **ICRMP** as a result of this **JPA**.
- (3) In the event that a claim or a series of claims exceeds the amount of coverage provided by the **member's** policy of insurance, payment of claims and expenses are the sole and separate obligation of the individual **member** or **members** against whom the claim was made resulting from litigation or settlement. No **member** shall be entitled to a contribution from other **members** to cover the cost of claims that exceed the coverage or limits of its policy of insurance, or are not covered by its policy of insurance.

ARTICLE V. ICRMP POWERS AND DUTIES.

The powers of **ICRMP** to perform and accomplish the purposes set forth above shall be to:

- (1) Employ agents, employees and independent contractors.
- (2) Purchase, sell, own, encumber and lease real property; to incur obligations on behalf of **ICRMP** to the extent permitted by Idaho statutes and the Idaho Constitution; and to purchase, sell, or lease equipment, machinery, and personal property.
- (3) Invest funds.
- (4) Carry out educational and other programs relating to risk management, including the prerogative to offer discounts or credits upon demonstrating compliance with standards for **Board** approved risk reduction methods or plans.
- (5) Create, collect funds for, and administer an insurance and related risk management program.
- (6) Purchase excess insurance and/or reinsurance to supplement the self-insured retention.
- (7) Provide property and casualty insurance, risk management, underwriting, claims adjustment, training, and consultation, or to contract for such services, including the defense and settlement of claims, subject to specific limitations and/or restrictions, imposed and adopted by the **Board**.

- (8) Carry out such other activities as are necessarily implied or required to carry out the purposes of *ICRMP*, even though such undertakings might not be known at the time of entering into this *JPA* or might not be included within the specific powers enumerated in this article.
- (9) Sue and be sued.
- (10) Enter into contracts.
- (11) Reimburse *Board* members for approved expenses incurred in attending to Board responsibilities.
- (12) Provide security, insurance or bonds regarding the official responsibilities of all officers, Board members and employees of *ICRMP*.
- (13) Borrow funds with approval by the *Board* as necessary for current operating purposes, so long as repayment is achieved before the conclusion of the subsequent fiscal year.
- (14) Establish terms and conditions of initial or continued membership in *ICRMP*.

ARTICLE VI. MEMBERS' RIGHTS AND OBLIGATIONS - DISPUTE RESOLUTION PROCEDURES.

Warranty of Eligibility – Each *member* authorizing participation in *ICRMP* by approval of this *JPA* and execution by an authorized official hereby warrants that it is a political subdivision of the state of Idaho as defined by the Idaho Tort Claims Act and thereby eligible to be a *member* of *ICRMP*. By such warranty each *member* consents to its immediate separation from *ICRMP* participation upon discovery that it is not a qualifying political subdivision. Each *member* also agrees that it will indemnify *ICRMP* for any loss *ICRMP* may suffer by virtue of the inapplicability of privileges and immunities otherwise available to political subdivisions of the state of Idaho by virtue of the mischaracterization of any *member* as a qualified Idaho political subdivision.

- (1) An individual *member* of *ICRMP*, acting through their respective governing boards, shall have the right to:
 - (a) Petition the *Board* to be heard as described below.
 - (b) Request withdrawal of participation. *Members* recognize that *ICRMP* is managed for long-term participation and that *JPA*s that support *ICRMP* operation are of one-year or longer duration. Consequently, withdrawal during the course of a policy of insurance year may be subject to additional financial obligation for the *member* as determined by the *Board*.
 - (c) After its membership in *ICRMP* exceeds one year, to nominate, recommend or vote concerning selection of a representative to serve on the *Board*.

(2) The obligations of *members* of *ICRMP* shall be as follows:

- (a) To pay promptly all premiums of insurance to *ICRMP* at such times and in such amounts as shall be established by the *Board* pursuant to this *JPA*. Any delinquent payments may incur interest, penalties or other financial consequences as determined by resolution of the *Board*.
- (b) To allow *ICRMP*'s agents and employees reasonable access to all premises and records of the *member*, required for the administration of *ICRMP*.
- (c) To cooperate fully with *ICRMP*'s attorneys, claims adjusters and any other employee or officer of *ICRMP* in activities relating to the purposes and powers of *ICRMP*.
- (d) To make good faith efforts to follow the safety, loss reduction, risk management, and loss prevention recommendations made by *ICRMP*.
- (e) To provide *ICRMP* no less frequently than annually, or in accordance with the issued policy of insurance, with information demonstrating the value of insured real and personal properties.
- (f) To utilize procedures regarding a dispute over the application of the terms of the *JPA* or insurance coverage, prior to communicating such dispute to a state or federal administrative agency or official, or prior to initiating legal or equitable proceedings against *ICRMP*. *Members* expressly agree to follow the dispute resolution procedures as described in this *JPA* before filing any claim in law or equity against *ICRMP* or any *ICRMP* employee or *Board* member in any court or before a regulatory agency. *Member* expressly agrees that failure to exhaust the internal dispute resolution procedures described in this *JPA* constitutes a material breach of this *JPA*. *Member* agrees that *ICRMP* may enforce this provision. A *member* that pursues any action or proceeding against *ICRMP* in court or before a regulatory agency agrees to reimburse *ICRMP* its reasonable costs and attorney fees incurred in defense of any such suit or administrative proceeding if the matter has not first been brought to the *Board* pursuant to the dispute resolution procedure as described in this *JPA*. The restrictions contained in this subsection may be waived only upon written agreement of the *Board*.

(3) The procedure of dispute resolution shall be:

- (a) Filing a written statement by the *member* stating the specific basis for disagreement. All written statements must be sent to the *Executive Director* prior to *Board* involvement. Such filing shall be followed by a conference with the *Executive Director*, in person or by electronic means, to attempt to resolve the dispute. The *Executive Director* shall respond to the *member* in writing not more than ten (10) business days after the conference. Such written response shall set forth the basis of the *Executive Director*'s decision concerning the matter.

- (b) Following receipt of the *Executive Director's* written response, *member* may request review of the determination of the *Executive Director* by the *Board*. Any such request shall be made in writing, setting forth the specific basis for the request and the particular reasons for disagreement with the determination of the *Executive Director*.
- (c) The *Board* may hear an oral presentation, not in excess of one hour, by the *member* governing board, or its attorney, or resolve the matter based upon the written request for review. The *Board* will have the option of obtaining a response from *ICRMP* staff. The *Board* shall issue its decision in writing within thirty (30) days of the oral presentation by the *member* or review of the written request for review or reconsideration, unless the *Board* determines good cause to extend the time for issuing its decision. The *Board* may consult with its staff, legal advisers and/or consultants. The written decision of the *Board* shall be final. Until a final decision is made pursuant to the procedures set forth in this Article, no *member* may initiate or institute legal or equitable actions against *ICRMP*, its officers, or employees, arising out of the application of the *JPA*. No claim or complaint shall be initiated by a *member* before a state or federal administrative agency or official without completing the dispute resolution procedure set forth herein.
- (d) The *Board* reserves the right to vary the foregoing procedures as necessary to accommodate the interests of *ICRMP*, its *members*, or others with an interest in the just resolution of differences regarding application of the *JPA* or insurance coverage.

ARTICLE VII. PREMIUM OF INSURANCE.

The *Board* shall institute methods to establish annual or periodic premium of insurance amounts for *members*. *ICRMP* may change such amounts charged to any *member* from year to year to reflect changes in *ICRMP* operating costs, changes in risk resulting from operational changes, changes in property values or ownership, reevaluation of operating risks, *member* conduct, or refusal to participate in safety, loss prevention, or risk management programs, or for other reasons established by the *Board*. Conversely, *ICRMP* may offer premium discounts to any *member* that faithfully participates in loss prevention, risk management, and safety programs or for other reasons established by *ICRMP*. Each *member's* premium for the policy of insurance amount shall be calculated in accordance with rate determination methods approved by the *Board* for any policy of insurance year. It is agreed that the *Board's* rate determination will not be inadequate, excessive, or unfairly discriminatory, relative to the assessable risk of each *member* as determined by the *ICRMP Board*. *Members* acknowledge that rate-setting involves risk and exposure assumptions that rely upon the professional judgment of the *Board* and its staff and advisors. No *member* may be further assessed during a policy of insurance year unless in response to a material change in property or activities not disclosed or addressed at the time of annual renewal. Additional premium for the policy of insurance amounts may be charged when changes are made to covered property or activities during the course of a policy of insurance year. *ICRMP* reserves the right to condition continued participation by any *member* upon compliance with specific performance requirements, payment of modified deductible amounts and such other measures as *ICRMP* deems necessary or appropriate. *ICRMP* reserves, the right to cancel or refuse to renew insurance coverage, in accordance with Idaho law.

ARTICLE VIII. BOARD OF TRUSTEES – ELECTION, APPOINTMENT AND REMOVAL.

The **Board** shall be comprised of nine (9) elected public officials, six (6) of whom shall be county commissioners, two (2) city mayors, and one (1) special purpose district governing board member. The electoral/appointive boundaries for the **Board** shall be organized as follows as long as they are **members** of this **JPA**:

- (1) County District I: Counties of Boundary, Bonner, Kootenai, Benewah and Shoshone.
- (2) County District II: Counties of Latah, Clearwater, Nez Perce, Lewis and Idaho.
- (3) County District III: Counties of Adams, Valley, Washington, Payette, Gem, Boise, Canyon, Ada, Elmore, and Owyhee.
- (4) County District IV: Counties of Camas, Blaine, Gooding, Lincoln, Jerome, Minidoka, Twin Falls and Cassia.
- (5) County District V: Counties of Bingham, Power, Bannock, Caribou, Oneida, Franklin and Bear Lake.
- (6) County District VI: Counties of Lemhi, Custer, Clark, Fremont, Butte, Jefferson, Madison, Teton and Bonneville
- (7) Region I: Mayor of a city from within Districts I, II, and III.
- (8) Region II: Mayor of a city from within Districts IV, V and VI.
- (9) Special District Member: Elected official of any **member** other than a county or city, selected by a vote of the **Board**, chosen from nominees submitted by elected officials for **member** Special Districts.

Each member of the **Board** shall serve for a period of two (2) years, or until a successor is elected or appointed. Four (4) members of the **Board** (even-numbered County Districts and the Region II seat) shall be elected for two (2) year terms in the final months of odd-numbered years, while another five (5) members of the **Board** (odd-numbered County Districts and the Region I seat plus the Special District Member) shall be elected/appointed for two (2) year terms in the final months of even-numbered years. The **Executive Director** shall administer the election process so as to allow election results to be canvassed by the **Board** prior to undertaking official **Board** business in the succeeding calendar year. The respective boards of county commissioners of each **member** county may vote for their District **member** of the **Board**; governing boards of cities may vote for regional City representatives; and Special District **member** candidates may be nominated by governing boards of **member** Special Districts. Incumbent **Board** trustees may qualify for inclusion on a subsequent election ballot by expressing a desire to do so in writing to the **Executive Director**. Ballots must be received by **ICRMP** at a time and place specified by the **Executive Director**. Each trustee of the **Board** shall serve from the date of the first **Board** meeting in the year succeeding

his/her election/appointment through the conclusion of his/her term unless re-elected/reappointed. Should any seat on the **Board** become vacant, the **Board** may fill such vacancy for the remainder of the former official's term by appointment of another official.

At any time during the term of a trustee, such trustee may be removed by either of two (2) methods. The first method by which an elected trustee may be removed is by **Board** receipt of a declaration of no confidence by the governing boards of the previously voting **member** entities equal to at least one-half (1/2) plus one of the number of votes received by the trustee when the trustee was most recently elected to the **Board**.

The second method is a vote by a majority of members of the **Board**, excluding the trustee that is the subject of the declaration. After a majority vote, the **Board** shall submit a declaration to the trustee's constituent electors, stating the reasons therefore.

Any trustee holding an appointive or *ex-officio* non-voting position may be removed by majority vote of the **Board**.

ARTICLE IX. POWERS AND DUTIES OF THE BOARD OF TRUSTEES.

The **Board** shall have the following powers and duties to:

- (1) Annually elect a chair and vice-chair.
- (2) Establish procedures for determining premium amounts for policies of insurance for **members**.
- (3) Establish the insurance and risk management program design.
- (4) Select an **Executive Director**, to supervise the business of **ICRMP** and carry out other functions delegated by the **Board** and the **Executive Director** may in turn select all personnel and contractors necessary for the administration of **ICRMP**.
- (5) Establish a schedule for **Board** meetings and set a place for such meetings. All Idaho law applicable to public meetings shall be observed. A majority of seated trustees (as opposed to unfilled seats) shall constitute a quorum to do business. All decisions of the quorum shall require a majority vote of the trustees present and voting at a meeting, unless otherwise required by law.
- (6) Exercise all powers of **ICRMP**, except powers reserved to the **members**.
- (7) Adopt, and oversee **ICRMP's** budget.
- (8) Receive reports concerning **ICRMP** activities and to make reports to the **members**.

- (9) Provide for underwriting, claims and risk management procedures.
- (10) Provide for the investment and disbursement of funds.
- (11) Enact resolutions establishing procedures governing its own conduct and the powers and duties of its officers, not inconsistent with this *JPA* and applicable provisions of law.
- (12) Approve all *ICRMP* internal policies.
- (13) Form committees and determine the method of appointment and terms of members of committees.
- (14) Submit to *members* an amended *JPA* upon adoption and at the date of periodic renewal, for re-adoption, express acceptance, or payment of a premium for a policy of insurance by *members*.
- (15) Dissolve *ICRMP* when *Board* action is accompanied by a two-thirds (2/3) vote of the entire then-current *members*, provided that a notice of intent to dissolve *ICRMP* shall be given to the Director of the Department of Insurance of the State of Idaho at least ninety (90) days prior to the proposed effective date. Like notice of such intent shall be provided to all *members* at least thirty (30) days before any such vote regarding dissolution in compliance with title 41, Idaho Code and other applicable statutes. Assets remaining after discharge of its indebtedness and policy of insurance obligations, the return of any surplus made and the return of any unused premium, savings or credits then standing on *members* accounts, shall be distributed to its *members* who were such within the twelve (12) months prior to the last termination of its certificate of authority, according to such reasonable formula as the Director of the Department of Insurance may approve pursuant to Idaho law.
- (16) Appoint or remove non-voting *ex-officio* members of the *Board*.
- (17) Do or delegate all acts necessary and proper for the implementation of this *JPA*.
- (18) Maintain available funds in amounts reasonably sufficient to annually provide the resources necessary to fund *ICRMP's* general and administrative expenses, any reinsurance or excess insurance requirements, to pay the current year's claims and claims expenses and to sustain the financial stability of *ICRMP*, in addition to funds necessary to meet *ICRMP's* obligation to satisfy the requirements of any regulatory authority.
- (19) Approve all non-renewals or cancellations of policies of insurance.

ARTICLE X. LIABILITY OF BOARD TRUSTEES and EMPLOYEES

The *Board* trustees of *ICRMP* must use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties hereunder. *Board* trustees shall not be personally liable for any mistake of judgment or other action made, taken, or omitted by them in

good faith; nor for any action taken or omitted by any producer, agent, employee, or independent contractor selected with reasonable care. No **Board** trustee shall be personally liable for any action taken or omitted by any other trustee. The assets of **ICRMP** may be used to defend and indemnify any trustee, officer, or employee for actions taken by each such person in good faith within the scope of his or her authority for **ICRMP**. **ICRMP** may purchase insurance providing coverage for trustees, officers, and employees.

ARTICLE XI. VOLUNTARY MEMBER WITHDRAWAL.

Any **member** may request withdrawal from this **JPA**, by giving notice to the **Executive Director**, in writing, of its desire to withdraw. Any **member** may withdraw from **ICRMP** within thirty (30) days after the date that **ICRMP** gives notice in writing of an amendment to this **JPA** or its accompanying policy of insurance by tendering to the **Executive Director** written notice of its intent to withdraw. A voluntarily withdrawing **member** shall be deemed to have forfeited any claim of right or equity to any portion of **ICRMP** reserves or surplus or to any credit or dividend, should any be declared by the **Board** and will be deemed a cancellation request of the currently issued policy of insurance.

ARTICLE XII. BINDING CONTRACTUAL OBLIGATION.

This document shall constitute a **JPA**, a binding contract, among those political subdivisions that are **members** of **ICRMP**. The terms of this **JPA** may be enforced in court by **ICRMP** itself or by any of its **members** subject to the terms and conditions of applicable laws and this **JPA**. The consideration for the duties herewith imposed upon the **members** to take certain actions and to refrain from certain other actions is based upon the mutual promises and agreements of the **members** set forth herein. **Member** asserts that it has complied with relevant laws and that it waives its ability to object to the binding nature of this **JPA** by virtue of informalities in its approval. Except to the extent of the premium for the policy of insurance paid to **ICRMP** agreed to, or such additional obligations as may come about through amendments to this **JPA**, no **member** agrees or contracts herein to be held responsible for any claims in tort or contract made against any other **member**. The contracting parties intend in the creation of **ICRMP** to establish an organization for joint insurance and related risk management only within the scope herein set out and have not herein created as between **member** and **member** any relationship of general surety or indemnitor, nor by participating herein does any **member** otherwise assume responsibility for the debts of or claims against any other **member**.

ARTICLE XIII. DISTRIBUTION OF PROPERTY, FUNDS AND SUPPLIES UPON DISSOLUTION OF ICRMP.

In the event that **ICRMP** is dissolved, all property or assets acquired by **ICRMP** shall be liquidated in a manner permissible by law, and the proceeds of such liquidation shall be disbursed to the then-current **members** at a rate proportionate to each **member's pro rata** share of the cumulative premium of insurance paid to **ICRMP** for the most recent five (5) fiscal years. Said determination

of net asset distribution shall be by the **Board** subject to application of the business judgment rule under Idaho law.

ARTICLE XIV. SEVERABILITY.

In the event that any article, provision, clause or other part of this **JPA** is held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability with respect to other articles, provisions, clauses, applications or occurrences, and this **JPA** is expressly declared to be severable.

ARTICLE XV. MISCELLANEOUS PROVISIONS

- (1) The provisions of this **JPA** shall be interpreted pursuant to the laws of the State of Idaho.
- (2) The parties hereto consent that courts in the State of Idaho shall have jurisdiction over any dispute arising under this **JPA** after exhaustion of the dispute resolution procedures provided for herein.
- (3) No waiver of any breach of this **JPA** or any provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any of the other provisions herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligations or acts.
- (4) In the event that any provision of this **JPA** is in conflict with or is incompatible with the **member's** policy of insurance issued hereunder, the terms and conditions of the **member** policy of insurance shall prevail and take precedence.
- (5) This **JPA** may be modified or amended in writing as authorized by the **Board**. Provided, however, no such modification shall be effective retroactively, or as to any insurance or coverage issued prior thereto. Said modifications may be made effective during a policy of insurance year only to comply with applicable laws respecting operation of **ICRMP** or with express consent of the **member**. Changes may be made to the policy of insurance issued by **ICRMP** at any time during the policy year in accordance with rules or statutes governing the business of insurance within the State of Idaho.
- (6) **Member** agrees to hold **ICRMP**, its employees, contractors, and/or legal counsel, harmless and without liability to **member** from any claims arising out of risk management or related administrative activities undertaken for **member's** benefit. **ICRMP** assumes no responsibility for the operation of **member's** political subdivision. **Member** further agrees that communications with attorneys on the **ICRMP** staff or retained by **ICRMP** to assist a **member** to resolve or avoid claims will remain confidential pursuant to the Attorney-Client privilege and that written materials generated as a consequence of such effort to assist **member** shall constitute attorney work product. **Member** further agrees that the employees, contractors and/or legal counsel of **ICRMP** when acting in a risk management capacity are representing

ICRMP, not **members**, and that information obtained in such risk management capacity may be provided to **ICRMP** in order to carry out the purposes of this **JPA**.

- (7) All notices required to be given under this **JPA** shall be delivered in writing. Notices by a **member** to **ICRMP** shall be sent to **ICRMP'S** principal place of business. Notices to any **member** shall be sent to the **member's** last known address. In the event that any party to this **JPA** desires to change its address, notice of change of address shall be sent to the other party by United States Mail, or e-mail to intake@icrmp.org.
- (8) Other procedural requirements may be established by applicable state law. Additionally, nothing contained in this **JPA** shall prohibit the **ICRMP Board** from adopting procedural standards or guidelines for the conduct of **Board** business or from authorizing administrative policies to guide **ICRMP's** internal affairs.
- (9) Confidentiality - **ICRMP** agrees to keep **member** information received confidential under the law of the state of Idaho or federal law. However, in cases of electronic breach of confidential information of a **member** or of **ICRMP**, it is agreed that **ICRMP** may share **member** confidential information with any governmental entity that will attempt to terminate, alleviate, or rectify the electronic breach, as well as to any appropriate state or federal law enforcement agency.
- (10) This **JPA** shall be automatically renewed, annually or periodically, consistent with **Board** established policy of insurance terms, absent withdrawal, cancellation or nonrenewal.

ARTICLE XVI. EXECUTION AND ATTEST.

In Witness hereof, this **JPA** is executed on the ____ day of _____ 20____, by the undersigned who are duly authorized officer(s) of the political subdivision indicated below and by **ICRMP**, pursuant to action taken by the governing Board of the **member** on the ____ day of _____ 20____ or by payment of the required premium of insurance. Such payment of premium for the policy of insurance, execution upon this **JPA** or upon execution of a prior counterpart accompanied by continuing renewal shall constitute agreement by the political subdivision to the terms and conditions of membership in **ICRMP** until proper written notice of withdrawal is provided as provided herein, or upon cancelation or nonrenewal of insurance under Idaho law.

POLITICAL SUBDIVISION: _____

By: _____
CHAIRMAN OF THE BOARD, MAYOR, OR OTHER
EXPRESSLY AUTHORIZED OFFICER

Title: _____

Attest/Witness: _____
CLERK OR OTHER AUTHORIZED OFFICER

ACCEPTED FOR THE IDAHO COUNTIES RISK MANAGEMENT
PROGRAM, UNDERWRITERS (ICRMP)

By: _____
EXECUTIVE DIRECTOR