

CITY OF GRANITE FALLS
Granite Falls, Washington

RESOLUTION 2023-09

**A RESOLUTION OF THE CITY OF GRANITE FALLS, WASHINGTON,
AUTHORIZING MEMBERSHIP IN THE ASSOCIATION OF
WASHINGTON CITIES (AWC) RISK MANAGEMENT SERVICE
AGENCY (RMSA).**

WHEREAS, the City of Granite Falls, Washington, is a non-charter code city operating under the Council-Manager form of government pursuant to RCW Title 35A; and

WHEREAS, the Association of Washington Cities Risk Management Service Agency (AWC RMSA) is a municipal self-insurance pool formed on January 1, 1989, under RCW 48.62, to provide its members the opportunity to self-insure or pool their primary risks to enhance their ability to control their insurance programs and coverages and providing its members cost stability and the potential for long-term savings; and

WHEREAS, AWC RMSA is sponsored by the Association of Washington Cities as a service to Washington cities, towns, and special districts; and

WHEREAS, on September 6, 2023, the City of Granite Falls, Washington Council passed Resolution 2023-09 confirming the City of Granite Falls' application for membership in the AWC RMSA; and

WHEREAS, the City of Granite Falls, Washington has reviewed and analyzed the AWC RMSA Interlocal agreement, bylaws, other governing documents, and coverages with legal counsel for compliance with the Charter and Ordinances, or both, of the City of Granite Falls; and

WHEREAS, the City of Granite Falls, Washington, concludes that membership in the AWC RMSA would be beneficial in managing the municipal risks involved in providing services to our citizens;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRANITE FALLS, WASHINGTON THAT THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF GRANITE FALLS, WASHINGTON AND THE AWC RMSA IN THE FORM ATTACHED HERETO AS EXHIBIT A IS HEREBY APPROVED AND THAT THE CITY OF GRANITE FALLS, WASHINGTON DOES HEREBY:

1. Authorize the City of Granite Falls, Washington's membership in the AWC RMSA;

2. Authorize the City of Granite Falls, Washington's City Manager, to execute the AWC RMSA Interlocal Agreement on behalf of the City of Granite Falls, Washington;
3. Agree to adhere to the AWC RMSA risk management philosophy and standards as set forth by the pool; and
4. Agree to enter into and abide by the AWC RMSA Interlocal Agreement and all other AWC RMSA governing documents, which, along with this Resolution, constitute a contract between the City of Granite Falls, Washington, and the AWC RMSA.

The City of Granite Falls will become a member starting January 1, 2024.


ADOPTED by the city council and **APPROVED** by the mayor this 6th day of Sept., 2023.

CITY OF GRANITE FALLS




Matthew Hartman, Mayor

ATTEST:



Darla Reese, MMC, City Clerk

APPROVED AS TO FORM:



Thom Graafstra, City Attorney

**INTERLOCAL AGREEMENT OF
THE ASSOCIATION OF WASHINGTON CITIES
RISK MANAGEMENT SERVICE AGENCY
(AWC-RMSA)**

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Effective January 1, 2017

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INTERLOCAL AGREEMENT: OF THE ASSOCIATION OF WASHINGTON CITIES RISK MANAGEMENT SERVICE AGENCY

PREAMBLE

State law authorizes the formation of pooling organizations to provide insurance, to reduce the amount and frequency of the Members' losses, and to decrease the cost incurred by the Members in the handling and litigation of claims. This Agreement provides for self-insurance pooling and/or the economical purchase of Insurance coverage for Local Governmental Entities. This Agreement is made and entered into in the State of Washington by and among the Members organized and existing under the Constitution or laws of the State of Washington, hereinafter collectively referred to as "Members", and individually as "Member", which are parties signatory to this Agreement.

RECITALS

WHEREAS, Chapter 48.62 RCW provides that two or more local governmental agencies may, by Interlocal Agreement, provide insurance for any purpose by one or more of certain specified methods;

WHEREAS, the Association of Washington Cities, the sponsoring entity, of the Risk Management Service Agency ("Agency"), would like to maintain the long-standing relationship that has been achieved over the years because of the mutual goals of both entities, which is to support all cities and towns in Washington State;

WHEREAS, the Association of Washington Cities as sponsor of the Agency desires to provide its Members, as well as other Local Governmental Entities, the opportunity to jointly self-insure or pool their primary risks to enhance their ability to control their insurance programs and coverages;

WHEREAS, each of the parties to this Agreement desires to join together with the other parties for the purpose of pooling their self-insured losses and jointly purchasing excess insurance and administrative services in connection with a Joint Self-Insurance program for said parties; and

WHEREAS, it appears economically feasible and practical for the parties to this Agreement to do so;

NOW, THEREFORE, in consideration of all of the mutual benefits, covenants and agreements contained herein the parties hereto agree as follows:

ARTICLE 1 Definitions

The following definitions shall apply to the provisions of this Agreement:

- 1.1 **"Administrative Agent,"** shall mean the Association of Washington Cities that provides the contracted administrative services for the Agency.
- 1.2 **"Agency"** shall mean the Association of Washington Cities Risk Management Service Agency (RMSA).
- 1.3 **"Agreement"** shall mean the Interlocal Agreement, however amended, among and between the Agency and the Members.
- 1.4 **"Assessment"** shall mean the monies paid by the Members to the Agency.

- 1.5 **“Association”** shall mean the Association of Washington Cities.
- 1.6 **“Board of Directors”** or **“Board”** shall mean the governing body of the Risk Management Service Agency (RMSA) as duly elected by the members of the Agency.
- 1.7 **“Bylaws”** shall mean the document(s) that provides for the governance and operation of the Agency. “Bylaws” mean the Bylaws adopted by the Board of Directors of the Agency and all duly adopted amendments and revisions thereto, however amended.
- 1.8 **“Claim(s)”** means a demand for payment for damages against the Agency arising out of occurrences within the Coverage Agreement; or policy benefit because of the occurrence of an event that includes, but is not limited to, the destruction or damage of property or reputation, bodily injury or death and alleged civil rights violations.
- 1.9 **“Coverage Agreement”** shall mean the coverage document(s) established by the Board of Directors and intended to address the general claim operations of the Agency.
- 1.10 **“Excess insurance”** shall mean that insurance purchased or other financing arrangements made on behalf of the Agency to protect the funds of the Agency against catastrophes or against an unusual frequency of losses during a single year.
- 1.11 **“Fiscal Year”** shall mean that period of 12 months, from January 1 to December 31, which is established as the fiscal year of the Agency.
- 1.12 **“Insurance”** shall mean and include self-insurance through a funded program and/or commercial insurance contract.
- 1.13 **“Interlocal Agreement”** means an Agreement established under the Interlocal Cooperation Act defined in Chapter 39.34 RCW which permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and therefore, to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities.
- 1.14 **“Joint Self-Insurance Program”** means two or more Local Government Entities which have entered into a cooperative risk sharing Agreement subject to regulation under Chapter 48.62 RCW.
- 1.15 **“Local Governmental Entity”** shall mean every unit of local government, both general purpose and special purpose, and shall include, but not be limited to, counties, cities, towns, port districts, public utility districts, water districts, sewer districts, fire protection districts, irrigation districts, metropolitan municipal corporations, conservation districts, and other political subdivisions, governmental subdivisions, municipal corporations, and quasi municipal corporations.
- 1.16 **“Member”** – shall mean any eligible entity which participates in the Agency, pays the annual Assessment and is signatory to the Agency’s Interlocal Agreement.
- 1.17 **“Member Standards”** shall mean the required and advisory standards adopted by the Board of Directors in an effort to provide consistent administrative practices for members, with the goal of reducing property and liability losses.
- 1.18 **“Operating Committee”** shall mean the standing advisory committee to the Board.
- 1.19 **“Reassessment”** shall mean additional monies paid by the Members to the Joint Self-Insurance Program if claims shall exceed assets.

- 1.20 **“Risk Sharing”** means a decision by the Members of a Joint Self Insurance program to jointly absorb certain or specific financial exposures to risks of loss through the creation of a formal program of advance funding of actuarially determined anticipated losses; and/or joint purchase of Insurance or reinsurance as a Member of a Joint Self-Insurance program formed under Chapter 48.62 RCW.
- 1.21 **“Signatory” or “Signatories”** shall mean those parties who sign this Agreement, including execution by counterpart, thereby becoming a Member of the Agency bound by the terms of this Agreement.
- 1.22 **“Special Committee”** – shall mean committees of the Agency created by the Board of Directors.

ARTICLE 2 Risk Sharing

- 2.1 This Agreement is entered into by the Members to provide for Joint Self-Insurance pooling and/or the economical purchase of Insurance coverage, risk management services, and property and liability claims administration. Furthermore, the purpose of the Agreement is to reduce the amount and frequency of the Members' losses and to decrease the cost incurred by the Members in the handling and litigation of claims. This purpose shall be accomplished through the exercise of the powers of the Members jointly in the creation of a separate public Agency, the Association of Washington Cities Risk Management Service Agency, to direct and administer a Joint Self-Insurance Program wherein the Members will engage in certain activities, including but not limited to the following:
- 2.1.1 Risk Sharing
- 2.1.2 Joint purchase of insurance which may include, but is not limited to Excess and or reinsurance; and
- 2.1.3 Joint purchase of administrative and other services including:
- 2.1.3.1 Claims adjusting;
- 2.1.3.2 Data processing;
- 2.1.3.3 Risk management consulting;
- 2.1.3.4 Loss prevention;
- 2.1.3.5 Legal; and
- 2.1.3.6 Miscellaneous related services.
- 2.2 It is also the purpose of the Agreement to provide, to the extent permitted by law, for the inclusion at a subsequent date of such additional Local Government Entities organized and existing under the Constitution or laws of the State of Washington as may desire to become parties to this Agreement and Members of the Agency, subject to approval by the Board of Directors.
- 2.3 This Agreement may but is not required to provide, to the extent permitted by law, that the Agency may, at the discretion of its directors, contract with non-member Local Government Entities in the State of Washington.

Article 3 Agency Offices

- 3.1 Principal Executive Office

The principal executive office for the transaction of business of the Agency shall be located at 1076 Franklin St. SE, Olympia, WA 98501. The Administrative Agent in cooperation with the Board of Directors of the Agency shall have the authority to change the location of the principal executive office from time to time.

3.2 Other Offices

Other business offices may be at any time be established by the Administrative Agent in cooperation with the Board of Directors of the Agency at any place or places where the Agency is qualified to do business.

**ARTICLE 4
Parties to Agreement**

Each party to this Agreement certifies that it intends to and does contract with all other parties who are Signatories of this Agreement and, in addition, with such other parties as may later be added to and Signatories of this Agreement pursuant to Article 14. Each party to this Agreement also certifies that the deletion of any party from this Agreement, pursuant to Articles 16 and 17, shall not affect this Agreement nor such party's intent to contract as described above with the other parties to the Agreement then remaining.

**ARTICLE 5
Term of Agreement**

This Agreement shall become effective on January 1, 2017, and shall be of unlimited duration, but not less than one year, and will continue unless terminated as hereinafter provided in Article 19.

**ARTICLE 6
Financial Obligations of Agency**

Pursuant to Chapter 48.62 RCW, of the State of Washington, the debts, liabilities, and obligations of the Agency shall not constitute debts, liabilities, or obligations of any Member to this Agreement.

**ARTICLE 7
Powers of the Agency**

- 7.1 Agency shall have the powers provided for by law and is hereby authorized to do all acts necessary for the exercise of said powers, including, but not limited to, any or all of the following:
- 7.1.1 Contract or otherwise provide for risk management, claims administration and loss prevention services;
 - 7.1.2 Contract or otherwise provide legal counsel for the defense of Claims and/or other legal services;
 - 7.1.3 Consult with the Washington State Risk Manager and State Auditor;
 - 7.1.4 Jointly purchase Insurance coverage in such form and amount as the organization's participants may by contract agree;
 - 7.1.5 Incur debts, liabilities, or obligations;
 - 7.1.6 Acquire, receive, hold, or dispose of property, funds, services, and other forms of assistance from persons, firms, corporations, and governmental entities;
 - 7.1.7 Sue and be sued in its own name;
 - 7.1.8 Hire employees and agents; and

- 7.1.9 Exercise all powers necessary and proper to carry out the terms and provisions of this Agreement, or otherwise authorized by law.
- 7.2 Said powers shall be exercised to the terms hereof and in the manner provided by law.

ARTICLE 8

The Board of Directors and their Powers and Responsibilities

- 8.1 The Agency, its funds and service programs shall be administered by a Board of Directors.
- 8.2 Number of directors
There shall be seven (7) directors of the Agency, who shall be elected officials representing members of the Agency.
- 8.3 Acceptance of Appointment by directors
Each director shall sign a document accepting their appointment as director and agreeing to abide by the terms and provisions of this Agreement and the Bylaws.
- 8.4 Powers and Responsibilities of the Board of Directors
The Board of Directors of the Agency shall have the following powers and functions:
- 8.4.1 The Board shall have the power to review, amend, modify, adopt, override, or reject the Operating Committee's recommendations.
- 8.4.2 The Board shall review, modify if necessary, and approve the annual operating budget of the Agency.
- 8.4.3 The Board shall receive and review periodic accountings of all funds of the Agency.
- 8.4.4 Annually the Board shall review, amend, adopt, or reject the Operating Committee's recommendation of the Assessment, or Reassessment rate to be charged to the Members of the Agency.
- 8.4.5 The Board may review, modify if necessary, and approve the Coverage Agreement, the Agency's Bylaws, policies and Member Standards.
- 8.4.6 The Board shall have the power to conduct all business on behalf of the Agency, which the Agency may conduct under the provisions hereof and pursuant to law.
- 8.4.7 The Board shall determine and select Insurance, necessary to carry out the Joint Self-Insurance Program for the Agency.
- 8.4.8 The Board shall have authority to contract for or develop various services for the Agency, including, but not limited to, an Administrative Agent, claims adjusting, loss prevention, risk management consulting services, independent actuary services, insurance brokerage services, independent claims auditing services, and legal counsel.
- 8.4.9 The Board shall have such other powers and functions as are provided for in this Agreement, and the Bylaws, which are necessary to implement the purposes of this Agreement, including, but not limited to, the power to authorize contracts.

ARTICLE 9

Operating Committee

The Operating Committee shall consist of nine (9) representatives from Members. All members of the Operating Committee shall be non-elected officials. It is the Board's intent that the Operating

Committee is advisory to the Board and/or the Administrative Agent, regarding the operations of the Agency.

ARTICLE 10

Coverage

- 10.1 The type and limits of the Insurance coverage provided for Members by the Agency shall be established by the Board of Directors.
- 10.2 The Board may approve purchase of additional types or limits of coverage for Members interested in obtaining additional types or limits of coverage at additional cost to those Members. Such additional cost may include an administrative fee for the Agency's services.
- 10.3 The Board may arrange for the purchase of any other Insurance or services deemed necessary to protect the Agency or funds held by the Agency against catastrophe.

ARTICLE 11

Bond Requirements

The Board may require that the Administrative Agent authorized to disburse funds of the Agency, provide a fidelity bond in the amount as set by the Board, and provide that such bond be paid by the Agency.

ARTICLE 12

Responsibility of the Agency

The Agency shall perform the following functions in discharging its responsibilities under this Agreement:

- 12.1 Provide Insurance coverage as deemed necessary, including but not limited to a self-insurance fund and commercial insurance, as well as excess coverage or reinsurance, and other insurance. Such insurance, to be arranged by negotiation or bid, and/or purchase, as necessary;
- 12.2 Assist each Member's designated risk manager with the implementation of the risk management functions within the Member entity;
- 12.3 Provide loss prevention consulting services to Members as required;
- 12.4 Provide Claim adjusting and subrogation services for Claims covered by the Agency's Coverage Agreement;
- 12.5 Provide loss analysis by the use of statistical studies, data processing, and record and file-keeping services, to identify high exposure operations and to evaluate proper levels of self-retention and deductibles;
- 12.6 Assist Members, as requested, with review of their contracts to determine sufficiency of indemnity and insurance provisions;
- 12.7 Conduct risk management audits to review the participation of each Member in the program. The audit shall be performed by appointed Agency staff or, at the discretion of the Administrative Agent, and/or an independent auditor may be retained by contract to conduct the audits;
- 12.8 Provide for the defense of any civil action or proceeding brought against any officer, employee, Board member, or other agent of the Agency, in their official or individual capacity or both, on account of an act or omission within the scope of their agency as an agent of the Agency;

- 12.9 Abide by the rules and regulations as stated or hereinafter amended of RCW Chapter 48.62 and WAC 200-100; and
- 12.10 The Agency shall have such other responsibilities as deemed necessary by the Board of Directors in order to carry out the purposes of the Agreement.

ARTICLE 13

Responsibilities of Members

Members shall have the following responsibilities:

- 13.1 All Members must maintain membership in the Association of Washington Cities.
- 13.2 Each Member shall appoint an employee of the member entity to be responsible for the risk management function within that member entity and to serve as a liaison between the Member and the Agency.
- 13.3 Each Member shall implement a risk management policy which shall include implementing loss prevention recommendations, and complying with the Member Standards.
- 13.4 Each Member shall be responsible for payment of any Member-elected deductible, and/or appropriate deductible associated with the Member Standards.
- 13.5 Each Member shall promptly pay its Assessment, Reassessment, and any readjusted amount promptly to the Agency when due. After withdrawal or termination, each Member shall pay promptly to the Agency its share of any Reassessment and accrued interest at a rate determined by the Board, when and if required of it by the Board.
- 13.6 Each Member shall provide the Agency with such other information or assistance as may be necessary for the Agency to carry out the provisions of this Agreement.
- 13.7 Each Member shall in any and all ways cooperate with and assist the Agency, and any insurer of the Agency, in all matters relating to this Agreement and covered losses, and will comply with all Bylaws, policies, procedures and Member Standards as adopted or amended by the Board of Directors.
- 13.8 All members shall cooperate with the Agency and assist with any investigations, settlement discussions, defense or prosecution of suits, and cooperate and assist the Agency in enforcing any right of contribution, indemnity, or subrogation in which the Agency may have an interest by virtue of a payment made pursuant to the Bylaws, this Agreement, or the Coverage Agreement. Members shall also assist the Agency and attend hearings and trials as well as secure and give evidence and obtain the attendance of witnesses. Further, the members shall undertake appropriate due diligence and concur in exercising all things reasonably practicable to avoid or diminish any loss of or damage to the property insured under this agreement.

ARTICLE 14

New Members

- 14.1 Additional Members shall be permitted to become Signatories to this Agreement. All potential members to the Agency must be members of the Association of Washington Cities or become members prior to acceptance into the Agency. The Agency shall allow entry into the program of new members approved by the Board of Directors at such time during the year as the Board deems appropriate.

- 14.2 Members entering under this Article may be required to pay their share of expenses as determined by the Board, including those necessary to analyze their loss data and determine their Assessment.

ARTICLE 15

Defense of Agents

- 15.1 For purposes of this article, "agent" means any person who is or was: a director, an Operating Committee member, a Special Committee member, an officer, or an agent acting on behalf of the Agency or Administrative Agent.
- 15.2 The Agency shall provide for the defense of any agents and paying of any valid judgments and claims brought against any such agent arising from their actions or conduct in their official or individual capacity or both, on account of an act or omission within the scope of their responsibility; provided, however, this section shall not apply to those occurrences covered by an Agency policy of liability insurance or if the claim or judgment results from the intentional misconduct of said agent.

ARTICLE 16

Withdrawal

- 16.1 A Member signing this Agreement may not withdraw as a party to this Agreement and as a Member of the Agency for a one-year period commencing on the date said Member signs the Agreement.
- 16.1.1 After the initial one-year non-cancellable commitment provided pursuant to this Agreement, a Member may withdraw only at the end of the Agency's Fiscal Year, provided the Member has given the Agency a minimum of 12-month written notice of its intent to withdraw from this Agency.
- 16.2 A Member shall be entitled to withdraw from the Agency where the Member presents to the Board of Directors evidence demonstrating a material breach of contract by the Agency as regards its obligations to the Member. The Member shall be allowed to withdraw from the agency within ninety (90) days of any finding by the Board of Directors that a material breach of contract by the Agency has occurred. The withdrawal of any Member under the conditions identified here shall not however free it from any and all requirements made of any withdrawing Member.
- 16.3 No Member withdrawing from the agency shall be entitled to payment or return of any Assessment, Reassessment, contributions or monies contributed to the Agency or to the distribution of any assets of the Agency.

ARTICLE 17

Termination by Agency

- 17.1 The Agency shall have the right to terminate any Member's participation in the Agreement upon a motion approved by a vote of 66% or more of the entire Board of Directors. Prior to taking action on such a motion, the Board may, but is not required to, request that the Operating Committee review and make recommendations to the Board on any allegation giving rise to the request to terminate, including but not limited to failure to: comply with a written condition, disregard of risk management recommendations or Member Standards, noncompliance with any provision of this Agreement, and/or the Bylaws of the Agency.
- 17.2 Any Member so terminated from the Agency, shall be given at least one hundred eighty (180) days notice prior to the effective date of the termination. Any Member so terminated shall have a period of up to six (6) months coverage under the terms of this Agreement, or may affect alternate insurance or self-insurance arrangements if it so desires. Upon written receipt of confirmation from the terminating Member that the terminating Member has in force valid insurance or membership in another risk sharing pool, the effective date of the termination may

be adjusted by the Agency. Any Member so terminated shall be treated as if it had voluntarily withdrawn.

- 17.3 Upon termination from this Agreement, a Member shall not be entitled to payment or return of any Assessment, Reassessment, contributions or monies contributed to the Agency or to the distribution of any assets of the Agency.

ARTICLE 18

Effect of Withdrawal or Termination

- 18.1 The withdrawal of any Member from this Agreement shall not terminate the same for purposes of continuing to comply with all conditions and requirements of the Agreement, and survives the withdrawal or termination of any Member.
- 18.2 No Member by withdrawing or terminating from the Agreement shall be entitled to payment or return of any Assessment, Reassessment, consideration of property paid, or donated by the Member to the Agency, or to any distribution of assets.
- 18.3 The withdrawal or termination of any Member shall not cease its responsibility to contribute its share or Assessment, Reassessment, or funds to any fund or Joint Self-Insurance program created by the Agency until all Claims, or other unpaid liabilities, covering the period the Member was Signatory hereto have been finally resolved and a determination of the final amount of payments due by the Member or credits to the Member for the period of its membership has been made by the Board of Directors. In connection with this determination, the Board may exercise similar powers to those provided for in Article 17, *Termination by Agency*, of this Agreement.
- 18.4 The withdrawn or terminated Member shall be responsible for any applicable deductible that would have been applied related to a claim the same as if the Member was still in good standing with the Agency.
- 18.5 Any withdrawn or terminated Member may not be permitted to rejoin the Agency, or allowed to submit an application to rejoin the Agency for a period of three (3) years after the effective date of the Member's withdrawal or termination without Board approval.

ARTICLE 19

Termination and Distribution

- 19.1 This Agreement may be terminated at any time by the written consent of three-fourths (75%) of the Members, provided, however, that this Agreement and Agency shall continue to exist for the purpose of paying all debts and liabilities, disposing of all Claims, distributing net assets, and otherwise liquidating the affairs of the Agency. The Board of Directors is vested with all powers of the Agency during such liquidation, including the power to require Members, including those who were Members at the time the claim arose or at the time the loss was incurred, to pay their share of any additional amount of Reassessment deemed necessary by the Board for final disposition of all Claims, losses, and liabilities covered by this Agreement. Such additional Reassessment shall be determined and thereafter adjusted, if necessary.
- 19.2 Upon termination of this Agreement, all assets of the Agency shall be distributed only among the parties that are Members in good standing of the Agency on the date of termination of this Agreement. The assets shall be distributed in accordance with and proportionate to their Assessment, Reassessment and property contributions made during the term of this Agreement. The Board shall determine such distribution within six (6) months after the last pending claim or loss covered by this Agreement has been finally disposed of.
- 19.3 The Board is vested with all powers of the Agency for the purpose of liquidating and dissolving the business affairs of the Agency. These powers shall include the power to require Members,

including those which were Members at the time the claim arose or at the time the loss was incurred, to pay their share of any additional amount of assessment deemed necessary by the Board for final disposition of all Claims and losses covered by this Agreement. A Member's share of such additional assessment shall be determined on the same basis as that provided for annual assessments, and shall be treated as if it were the next year's annual assessment for that Member.

ARTICLE 20

Bylaws, Policy, Procedures and Member Standards

The Board may adopt Agency Bylaws, policies, procedures, and Member Standards or other documents that govern the day-to-day operations of the Agency. Each Member shall have access in electronic or written format.

ARTICLE 21

Notices

Notices to Members hereunder shall be sufficient if mailed to the last address, or electronic mail, provided to the Agency by the respective Member. Postal mail will be deemed received three (3) days after mailing.

ARTICLE 22

Amendment

This Agreement may be amended at any time by the written approval of the majority of all Members of the Agency. Amendments to the Agreement shall be adopted by ordinance or resolution of the governing board or council of each Member, signed by an authorized representative of each member, and a copy returned to the Agency

ARTICLE 23

Enforcement

The Agency is hereby granted the authority to enforce this Agreement. In the event action is instituted to enforce any term of this Agreement or any term of the Bylaws against any City Member which signed this Agreement, the substantially prevailing party in such dispute shall be entitled to its costs and reasonable attorney's fees.

ARTICLE 24

Prohibition Against Assignment

No Member may assign any right, claim, or interest it may have under this Agreement, except to a successor entity following reorganization. No creditor, assignee, or third-party beneficiary of any Member shall have any right, claim, or title to any part, share, interest, fund, assessment, or asset of the Agency. Should any participating Member reorganize in accordance with the statutes of the State of Washington, the successor in interest, or successors in interest, may be substituted as a Member upon approval by the Board.

ARTICLE 25

Severability

In the event that any article, provision, clause, or other part of this Agreement should be 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, clauses applications, or occurrences, and this Agreement is expressly declared to be severable.

ARTICLE 26

Agreement Complete

The foregoing constitutes the full and complete Agreement of the parties. There are no oral understandings or agreements not set forth in writing herein.

ARTICLE 27

Conflicts

In the event of a conflict between this Agreement and the adopted Bylaws, policies, procedures, or the Member Standards, this Agreement shall take precedence."

Article 28

Supersession

This Agreement supersedes and replaces all prior Interlocal Agreements and amendments thereto pertaining to the Agency."

Article 29

Signature in Counterparts

This Agreement may be executed in any number of Counterparts and each of such Counterparts shall for all purposes constitute one Agreement, binding on all Members, notwithstanding that all Members are not Signatories to the same Counterpart. All references herein to this Agreement are deemed to refer to all such Counterparts.

Article 30

Section Headings

The section headings in this Agreement are inserted for convenience only and are not intended to be used in the interpretation of the contents of the sections they identify and introduce.

**Article 31
Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

**Article 32
Time**

Time is of the essence in this Agreement and each and every provision hereof.

**ARTICLE 33
Authorization of Signature**

Each Member signing this Agreement has passed the required Ordinance or Resolution authorizing and approving this Agreement, a copy of which Ordinance or Resolution is attached hereto.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement by authorized officials thereof.

Association of Washington Cities (AWC)
Risk Management Service Agency (RMSA)

By 
Deanna Dawson, AWC CEO

Date 11/10/2022

City of Granite Falls
(Member Name)

By 
Matthew Hartman, Mayor, [Title]
(Printed name)

Date 9/6/23

**BYLAWS OF
THE ASSOCIATION OF WASHINGTON CITIES
RISK MANAGEMENT SERVICE AGENCY
(AWC RMSA)**

Amended June 27, 2018

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PURPOSE AND PREAMBLE

In an effort to provide the cities and towns of Washington State with insurance and risk management services, the Association of Washington Cities Risk Management Service Agency (AWC RMSA) was created with the Association of Washington Cities (AWC), a Washington non-profit corporation organized under 501 (c)(4) as its sponsoring entity. The AWC acts as the Administrative Agent, providing the AWC RMSA with contracted administrative services. Each participating Member joins and maintains membership in the AWC RMSA through the signed Interlocal Agreement.

Except where inconsistent with State Law or the Agency's Interlocal Agreement, these Bylaws provide for the governance and regulation of the AWC RMSA herein referred to as "the Agency".

ARTICLE 1 DEFINITIONS

The following definitions shall govern in these bylaws:

- Section 1. "Administrative Agent" – shall mean the Association of Washington Cities (AWC) which provides the contracted administrative services for the Agency.
- Section 2. "Agency" – shall mean the Association of Washington Cities Risk Management Service Agency (AWC RMSA).
- Section 3. "Annual Meeting" shall mean the business meeting of the entire membership, taking place annually.
- Section 4. "Assessment" – shall mean the moneys paid by the Members to the Agency.
- Section 5. "Board of Directors" or "Board" – shall mean the governing board of the Risk Management Service Agency (RMSA) as duly elected by the Members.
- Section 6. "Chief Executive" – shall mean the mayor, manager, or head official of a Member, who carries the primary authority to make executive level decisions on behalf of the Member.
- Section 7. "Claim" – shall mean demands made against the Agency arising out of occurrences which are within the Agency's Coverage Agreement, as developed by the Board of Directors.
- Section 8. "Coverage Agreement" – shall mean the coverage document established by the Board of Directors and intended to address the general claims operations of the Agency.
- Section 9. "Director" – shall mean one of the seven (7) members of the Board of Directors.
- Section 10. "Member" – shall mean any eligible entity which participates in the Agency, pays the annual Assessment and is signatory to the Agency's Interlocal Agreement.
- Section 11. "Operating Committee" – shall mean the standing advisory committee to the Board of Directors.
- Section 12. "Representative" – shall mean elected members of the Operating Committee or appointed members of a Special Committee.
- Section 13. "Special Committee" – shall mean committees of the Agency created by the Board of Directors.

ARTICLE 2 BOARD OF DIRECTORS

- Section 1. The Agency shall be governed by a seven-member Board of Directors. The statutorily granted powers of the Agency shall rest with the Board of Directors. The Board of Directors shall have the power to make all Agency governance decisions, including adopting, amending and repealing resolutions, bylaws and coverages.
- Section 2. All seven (7) board positions are elected at-large and shall only be open to elected officials from participating Members.
- Section 3. Terms
- Each Director shall serve a staggered three-year (3) term of office running from January through December.
- Section 4. Nominations and Elections
- a. The process to elect Directors to positions with expiring terms shall begin in September of the year preceding the expiration date of the term, with the term of office commencing January 1 and continuing for three (3) years.
 - b. Any elected official of any Member may run for a position on the Board of Directors by submitting a completed application to the Agency.
 - c. After all candidate applications have been received, ballots shall be mailed to each Member. The ballot shall be completed by the Chief Executive or designee of the Member and shall be sealed and returned to the Agency.
 - d. When the sealed ballots are returned, the ballots shall be opened and read into the record at a meeting of the Board of Directors in November or December.
- Section 5. Vacancies
- a. Vacancies which occur prior to a term expiring shall be filled from candidates whose names are submitted to the Board of Directors, pursuant to section 4 (b). The remaining Directors shall select candidates whose interests and qualifications add to the vision, mission and values of the Agency.
 - b. The Agency will notify all Members of the vacancy and interested candidates shall submit a completed application to the Agency for the remaining Directors' consideration.
 - c. Following the appointment to the vacancy, the newly appointed Director will immediately fill the vacant Board position and the Director's term will expire with the term of the vacant position.
- Section 6. Participation
- a. Each Director shall make every effort to attend and actively participate in all regular and special meetings of the Board of Directors.
 - b. A Director shall be automatically terminated if such Director fails to attend three (3) consecutive meetings of the Board without being excused from attendance by the President of the Board of Directors, as noted in the minutes. Proxies shall not be permitted.

- c. A Director shall lose their position on the Board when the Member which the Director represents withdraws or is terminated by the Board of Directors. If the Member withdraws from the Agency, the loss of voting rights shall be effective from the date of the notice of withdrawal. If the Member is terminated by the Board of Directors, the loss of voting rights shall be effective from the date of the notice from the Agency to the Member of the termination of membership.

Section 7. Officers of the Board of Directors

- a. The Board shall have a President and a Vice President.
- b. The Board shall elect a President and a Vice President at the last meeting of each odd numbered year. The term of office of the President and Vice President shall be two (2) years.
- c. President or Vice President vacancies which occur prior to a term expiring shall be filled at the next meeting by a majority vote of a quorum of the remaining Directors. Following the appointment to the vacancy, the newly appointed Officer will immediately fill the vacant position and their term will expire with the term of the vacant position.

Section 8. Duties of the President and the Vice President

- a. The President of the Board shall preside over and chair all of the regular and special meetings of the Board of Directors. In the absence of the President, the Vice President shall act in the President's place.
- b. The President, and the Vice President while acting in the President's place, shall also retain all voting rights.

Section 9. Special Committees of the Board of Directors

- a. This section shall not apply to the Operating Committee.
- b. The Board of Directors, by resolution adopted by a majority of the Directors in office, may create one or more Special Committees and shall appoint the Representatives thereof.
- c. A Special Committee must have at least five or more Representatives, all who shall serve at the pleasure of the Board of Directors.
- d. At least two Representatives of a Special Committee shall be Directors.
- e. All Special Committees and their Representatives shall be governed by the same requirements regarding meetings, notice and waiver of notice, quorum, and voting requirements as are applicable to the Board of Directors.
- f. The Board of Directors may, by resolution adopted by a majority of the Directors in office, terminate a Special Committee at any time.
- g. Each Special Committee Representative shall be reimbursed by the Agency for all expenses incurred for attending any Special Committee meeting or other Special Committee business in their formal capacity as a Representative of a Special Committee.

ARTICLE 3 CLAIMS SETTLEMENT AUTHORITY

The Board of Directors authorizes the Chief Executive Officer of the Administrative Agent to settle any claims which the Agency has authority to settle with total incurred values of up to \$500,000. The Board of Directors further authorizes the Chief Executive Officer of the Administrative Agent to grant levels of claims settlement authority to other Administrative Agent employees at his/her discretion, provided that these levels do not exceed the Chief Executive Officer's own authority. The Board of Directors will retain settlement authority for claims with total incurred values of \$500,001 and up to the reinsurance limit. Settlement authority shall be granted at meetings that have been noticed to members and posted on the Agency's website per requirements established in the Washington Administrative Code (WAC) Chapter 200-100.

ARTICLE 4 OPERATING COMMITTEE

Section 1. Purpose and Intent

- a. The Administrative Agent shall advise an Operating Committee on certain Agency operations.
- b. The intent of the Operating Committee is to provide recommendations to the Board of Directors relative to operational aspects of the Agency, including but not limited to:
 1. Annual Assessment Rating to be charged to the membership
 2. Insurance purchasing and changes to the Coverage Agreement
 3. Annual Budget and Financial Reports
 4. Claims, Loss Prevention and Membership Services

Section 2. Election and Terms

- a. The Chief Executive of any Member may nominate a non-elected official from that Member as a candidate for the Operating Committee.
- b. Once nominated, a candidate shall submit a completed application expressing their interest and describing their qualifications.
- c. Each Member with a representative present at the Annual Meeting shall elect the Representatives of the Operating Committee, by a majority vote. Each Member present may only be represented by one (1) vote
- d. Each Operating Committee Representative shall serve a two (2) year term of office beginning immediately from the date of election at the Annual Meeting and expiring at the end of the second Annual Meeting following the election. Terms for positions 1, 3, 5, 7, and 9 will expire two (2) years from the date of election at an Annual Meeting occurring in an even-numbered year. Terms for positions 2, 4, 6, and 8 will expire two (2) years from the date of election at an Annual Meeting occurring in an odd-numbered year.

Section 3. Vacancies

- a. Vacancies which occur prior to a term expiring shall be filled from candidates whose names are submitted to the Operating Committee. The remaining Operating Committee Representatives shall select candidates whose interests and qualifications add to the vision, mission and values of the Agency and to the role played by the Operating Committee.
- b. The Agency will notify all Members of the vacancy and the Chief Executive of any Member may nominate a non-elected official from that Member as a candidate for the vacancy on the

Operating Committee.

- c. Candidates who have been nominated and with interest in serving on the Operating Committee shall submit a completed application to the Agency for the remaining Representatives' consideration.
- d. Following the appointment to the vacancy, the newly appointed Representative will immediately fill the vacant Operating Committee position and the Representative's term will expire with the term of the vacant position.

Section 4. Participation and Termination

- a. Each Committee Representative shall make every effort to attend and actively participate in all regular and special meetings of the Operating Committee.
- b. Any Operating Committee Representative who is absent from three consecutive Operating Committee meetings, without being excused by the Chair of the Operating Committee may be dismissed from the Operating Committee by a majority vote of the remaining Operating Committee Representatives. Proxies shall not be permitted.
- c. A Representative shall lose their position on the Operating Committee when the Member which the Representative represents withdraws or is terminated by the Board of Directors. If the Member withdraws from the Agency, the loss of voting rights shall be effective from the date of the notice of withdrawal. If the member is terminated by the Board of Directors, the loss of voting rights shall be effective from the date of the notice from the Agency to the Member of the termination of membership.

Section 5. Officers of the Operating Committee

- a. The Operating Committee shall elect two Officers, a Chair and a Vice Chair, to conduct the affairs of the Operating Committee. The Officers of the Operating Committee shall be elected at the first regular meeting of every even-numbered year. The term of office for the Chair and Vice Chair shall be two (2) years.
- b. Chair or Vice Chair vacancies which occur prior to a term expiring shall be filled at the next meeting by a majority vote of a quorum of the remaining Committee members. Following the appointment to the vacancy, the newly appointed Officer will immediately fill the vacant position and their term will expire with the term of the vacant position.

Section 6. Ex-Officio Representatives to the Board of Directors

- a. The Chair or designee of the Operating Committee shall serve as an ex-officio member on the Board of Directors, serving as a liaison between the Operating Committee and the Board of Directors. This representative shall have no voting rights during meetings of the Board of Directors.
- b. The Ex-Officio's term on the Board of Directors shall coincide with their term on the Operating Committee.

ARTICLE 5 MEETINGS OF THE AGENCY

Section 1. Regular Meetings and Notice

- a. The Board of Directors, Operating Committee and Special Committees shall establish the

times and dates for their regular meetings.

- b. Written notice of each regular meeting shall be given to each Director of the Board of Directors and to each Representative of the Operating Committee and Special Committees of the Board. Notice will also be given to the Washington State Risk Manager's Office, and all other Members in the manner provided by the Revised Code of the State of Washington, Section 42.30, known as the Open Public Meetings Act (OPMA). Such notice shall specify:
 - 1. The place and time of such meeting
 - 2. Those matters which are intended to be presented for action by the Board or Committee.
 - 3. Such other matters, if any, as may be expressly required by statute or by the Agency's Bylaws or Interlocal Agreement.
- c. All notices of meetings, and the preliminary agenda for those meetings, shall be posted on the Agency's website per requirements established in the Washington Administrative Code (WAC) Chapter 200-100.

Section 2. Special Meetings

Special meetings of the Board, Operating Committee, or Special Committee for the purpose of taking any action permitted by the statute and the Agency's Interlocal may be called at any time by the Board President, Operating or Special Committee Chair or by not less than ten Members. Upon request in writing that a special meeting of the Board, Operating or Special Committee be called for any proper purpose and directed to the Board President, Vice President, Committee Chair or Vice Chair by any person or persons entitled to call a special meeting of the Board, Operating Committee, or Special Committee, the officer receiving such request shall cause notice to be given to the Members that a meeting will be held at a time requested by the person or persons calling the meeting, not less than 24 hours nor more than 60 days after receipt of the request. Notice of any special meeting of the Board, Operating Committee, or Special Committee shall be given in compliance with the Open Public Meetings Act.

Section 3. Quorum

To constitute a valid regular or special meeting, the presence by a simple majority of the Board Directors, Operating Committee or Special Committee Representatives is required.

Directors or Committee Representatives may participate in regular or special meetings by means of a conference by telephone or any similar communications equipment, one which enables all persons participating in the meeting to hear each other during the meeting, as well as that of the public, for meetings which are open to the public. Participation by such means shall constitute presence in person at a meeting and for meeting quorum purposes.

Section 4. Minutes

Any action by the Board, Operating Committee, or Special Committee shall be reported in the minutes of the next formal meeting of the Board, Operating Committee or Special Committee. All minutes shall be posted on the Agency's website.

Section 5. Rules of Operation

All meetings of the Board, Operating Committee or Special Committee shall be conducted with guidance from Roberts Rules of Order, except where such is in conflict with the Open Public Meetings Act, the governing Washington Administrative Code (WAC) Chapter 200-100, the Agency's Interlocal Agreement, or these Bylaws, whereupon the latter shall rule over the Roberts Rules of Order.

ARTICLE 6 INSPECTION OF THE AGENCY RECORDS

The accounting books and records, the list of Members, the Board Directors, and Representatives of the Operating and Special Committees shall be open to the inspection of any Member at any reasonable time. Such inspection by a Member may be made in person or by agent or attorney. The right of inspection includes the right to copy and make extracts at the expense of the party requesting such copies.

ARTICLE 7 AMENDMENTS

These Bylaws may be amended or repealed by the affirmative vote of a majority of the entire Board of Directors, except as otherwise provided by the Agency's Interlocal Agreement.

Nothing within these Bylaws shall be considered a waiver of the agreements and rights afforded in the Agency's Interlocal Agreement. Should any inconsistencies between these Bylaws and the Agency's Interlocal Agreement exist, the Agency's Interlocal Agreement shall prevail.

ARTICLE 8 MEMBERSHIP

Section 1. Annual Meeting of the Membership.

a. Time of Meeting

The regular Annual Meeting of the Members shall be held at such time and at such location as may be determined by the Board of Directors.

b. Notice

Written notice of the time and location of the Annual Meeting shall be given to all Members in the manner provided by RCW 42.30 and no more than 60 days and not less than 30 days before the date chosen by the Board of Directors. Such notice shall specify:

1. The time and place of the Annual Meeting;
2. Those matters intended to be presented for action by the Members; and
3. Such other matters, if any, as may be expressly required by statute or by the Agency Interlocal Agreement.

Section 2. New Member Entities

- a. The Board of Directors will consider the addition of new Members based on the information and recommendations provided by the Administrative Agent, and may consider input from the Operating Committee. Following an approval vote by the Board of Directors, a new Member shall become an active participating Member and the effective date shall commence on the date identified by the Board of Directors, provided the new Member has completed the following:

1. Adoption of a resolution by the Member's governing body, approving both the membership and the Agency Interlocal Agreement
2. Signing of the Agency Interlocal Agreement;

3. Payment of the assessment as quoted.
- b. It shall not be necessary for existing Members to re-sign or ratify the Agency Interlocal Agreement in order to allow the joining to the Agency Interlocal Agreement of new Members. Once any Member has signed the Agency Interlocal Agreement, it shall represent that Member's agreement to be bound, in the future, to all terms of the Agency Interlocal Agreement, with any new Member whose membership has been approved by the Board of Directors and who has completed the requirements of membership. Thereafter, the new Member shall be considered a party to the Agency Interlocal Agreement to the same extent as all original Members and for all purposes.

Section 3. Withdrawal of Membership

Members wishing to withdraw from the Agency must comply with all of the requirements specified in the Agency's Interlocal Agreement. Upon receipt of a Member's notice of withdrawal, written confirmation shall be sent to the withdrawing Member, confirming withdrawal from the Agency. The Board may, at any time prior to the effective date of withdrawal, choose to accept a withdrawn Member's rescission of their notice of withdrawal, allowing the Member to remain a Member of the Agency.

ARTICLE 9
COVERAGE DETERMINATION AND APPEAL

Section 1. Coverage Determination and Appeal

It shall be the duty and responsibility of the Administrative Agent, acting on behalf of the Agency, to make all initial determinations regarding rights to coverage and protections provided in the Coverage Agreement. Such determinations shall be made according to the procedures set forth in this article, and subject to the right of appeal set forth in this article.

- a. Upon receipt of notice of a Summons and Complaint against a Member or person claiming coverage or protection rights under the Coverage Agreement, the Administrative Agent shall, within a reasonable time after receipt of said notice, make a determination of any issue of coverage or right to protection afforded a Member or person.
- b. Upon making a determination of coverage or right to protection under the Coverage Agreement, the Administrative Agent shall notify the affected Member and/or person claiming coverage or protection of his or her determination in writing.
- c. The written determination of coverage to be prepared by the Administrative Agent shall advise the affected Member and/or person of one or more of the following:
 1. Whether the Agency will provide the affected Member and/or person legal counsel for defense of the Summons and Complaint.
 2. Whether the Agency is reserving any rights to make subsequent determinations regarding coverages or protections to be afforded the affected Member and/or person.
 3. Whether the Agency is denying rights to coverage or protection to the affected Member and/or person under the Coverage Agreement for the claims made in the Summons and Complaint under review. In the event that coverage for a claim or suit under the Coverage Agreement is denied to an Agency Member, the Administrative Agent shall inform the Member in writing of the appeal process of these Bylaws.
- d. In the event that the Administrative Agent determines that the Agency should reserve its rights to make subsequent determinations regarding coverages or protections to the

Member and/or person, or; determine that coverages or protections should be denied to a Member and/or person, the written notice of such a determination shall also state the reasons for any such reservation of rights or denial of rights to coverage or protections.

- e. In the event that a final determination of a Member's or person's rights to coverages or protections under the Coverage Agreement cannot be made by the Administrative Agent until after the facts of the Summons and Complaint are determined in a trial in a court of law or other legal forum, it shall be the duty and responsibility of the Administrative Agent to make a determination of any undetermined issue of coverage or protection within a reasonable time following the final judgment of the court or other legal forum responsible for determining the facts of the Summons and Complaint. Such a determination shall be made in writing to the affected Member and/or person and shall contain such necessary information as provided for in this Article.
- f. All written determinations by the Administrative Agent regarding coverages or protections afforded to a Member and/or person named as a defendant in a Summons and Complaint shall be deemed final and binding unless an aggrieved Member and/or aggrieved person files a timely Notice of Appeal of the decision to the Board of Directors in the manner specified in this Article.
- g. The Administrative Agent shall not be obligated to make any determinations of coverages or protections to be afforded by the Agency to a Member and/or person until a Summons and Complaint has been served upon the affected Member and/or person and until the Administrative Agent has had notice thereof. However, the Administrative Agent may, at their discretion, issue tentative written determinations of coverage or protection before a Summons and Complaint has been filed and/or served upon the Member, when it would appear to be in the best interest of the Agency to make such a tentative and advisory determination.

In the event the Administrative Agent decides to make a tentative determination of coverage or protection, and following receipt by the Administrative Agent of a Summons and Complaint, he or she shall remain obligated to provide a subsequent final written determination of coverage or protection issues, as provided in Sections 1 (a), (b), (c), (d), (e), and (f) of this Article.

Section 2. Appeal

Any written determination made by the Administrative Agent pursuant to Section 1. (c) and (d) of this Article denying coverages or protections of the Coverage Agreement to a Member and/or affected person shall be final, as provided in Section (f) of this Article, unless the procedures for Appeal, provided hereafter, are followed by the Member and/or person affected by the denial of coverage or protection. The following procedures for Appeal shall apply in all cases.

- a. Any Member or person aggrieved by the Administrative Agent's written determination to deny coverages or protections under the Coverage Agreement may appeal the decision of the Administrative Agent to the Board of Directors. The Appeal must be initiated by the aggrieved Member or person within thirty (30) days following receipt by the aggrieved Member or person, of the Administrative Agent's written determination denying coverage or protection. If an Appeal is not initiated within thirty (30) days, as provided herein, the Member or person shall be deemed to have waived any further right to appeal the decision of the Administrative Agent.
- b. An Appeal is deemed initiated for purposes of this Article when the aggrieved Member or person, or their legal representatives, serves a written Notice of Appeal upon the Administrative Agent or upon the President of the Board of Directors. The written Notice of Appeal shall include the following information:

1. The name of the aggrieved Member or person initiating the Appeal.
 2. A brief statement of facts identifying what determination of the Administrative Agent is being appealed and the reasons why the party appealing feels the decision of the Administrative Agent was incorrect. (A copy of the Administrative Agent's written determination may be attached by reference to the Notice of Appeal.)
 3. The signature of the person or authorized representative of the member initiating the Appeal or the signature of the appealing party's legal representative.
- c. Within thirty (30) days after an Appeal has been initiated, a meeting of the Board of Directors shall be convened by the President of the Board of Directors to hear the Appeal. Notice of the date set for hearing of the Appeal by the Board of Directors shall be sent to the appealing party not later than fifteen (15) days prior to the date set for the hearing. The President of the Board of Directors shall have the authority to set hearing dates for the Appeal and to grant a continuance of the hearing date where good cause for continuance is shown.
- d. The hearing by the Board of Directors may occur when a quorum of the Board of Directors, pursuant to these Bylaws, is present. Voting by the Board of Directors and the procedures for the meeting of the Board of Directors on the Appeal hearing shall be pursuant to these Bylaws. If a Director is an elected official off the Member initiating an Appeal, then the Director shall abstain from participation and from voting on any aspect of the appeal.
- e. The hearing of the Board of Directors on the Appeal shall proceed as follows:
1. The President of the Board of Directors shall administer the hearing and make all necessary procedural rulings during the hearing.
 2. The appealing party or his or her legal representatives, if any, shall proceed first, explaining the reasons why the party is aggrieved by the decision of the Administrative Agent. The appealing party shall present to the Board of Directors all relevant evidence, testimony, argument and legal authority to support his or her appeal to the Board of Directors. Thereafter, the Administrative Agent and/or the counsel to the Agency may present all relevant evidence, testimony, argument and legal authority in opposition to the appealing party's position. The Board of Directors shall allow one opportunity for rebuttal evidence and argument to each side thereafter.
 3. Following the presentation of evidence, testimony, argument, and legal authority, the Board of Directors may retire into executive session to discuss its consideration of the Appeal. Thereafter, the Board of Directors shall reconvene in public session to consider and vote on any motion made to determine the appeal. The Board of Directors may vote to uphold the decision of the Administrative Agent or to modify or reverse the decision of the Administrative Agent. The decision of the Board shall be reduced to writing and signed by the President of the Board of Directors and a copy thereof sent to the appealing party within fourteen (14) days following the final decision of the Board of Directors.
 4. The President of the Board of Directors may adjourn and reconvene any hearing on an appeal as may be necessary to preserve a fair hearing.
- h. A final decision of the Board of Directors determining an Appeal and not granting the appealing party the full relief sought shall not preclude the appealing party from seeking further, de novo, review of the Administrative Agent's determination and/or the Board of Directors determination in any other legal forum or court. However, no member or person

claiming coverage or protection under the Coverage Agreement may maintain any lawsuit or complaint against the Agency alleging any improper or incorrect denial of coverage or protections afforded to the member or person under the Coverage Agreement unless the member or person has first complied with all of the requirements of these Bylaws. Exhaustion of the Appeal process shall be a condition precedent to any subsequent legal action or suit by an aggrieved member or person.

ARTICLE 10

CONFLICT OF INTEREST AND APPEARANCE OF FAIRNESS

All Directors and Committee Representatives recognize that the Agency is a public body subject to state law regarding conflict of interest provisions and the guidelines of the appearance of fairness doctrine. Should situations arise where conflicts of interest or appearance of fairness issues are in question; the affected Director or Representative shall observe the advice of the Agency's legal counsel in a manner consistent with said provisions and guidelines. If an affected Director or Representative disagrees with the advice of the Agency's legal counsel, the Board of Directors may vote by majority to excuse a Director or Representative from a portion, or all of any executive session where a matter of potential legal conflict between the Agency and the Director, Representative, Member or person will be discussed.